

FRANCHISE DISCLOSURE DOCUMENT



Compass Margaritaville, ~~L.L.C.~~LLC
a Delaware limited liability company
6900 Turkey Lake Road,
Suite 200
Orlando, Florida 32819
Phone: 407-930-7236
E-mail: development@margaritaville.com
www.margaritaville.com

Compass Margaritaville, ~~L.L.C.~~LLC offers franchises for the development and operation of upscale, boutique, select service hotel establishments under the brand Compass by Margaritaville®.

The total investment necessary to begin operation of a Compass by Margaritaville® Hotel with 130-guest rooms ranges from ~~\$10,366,100 – \$57,880,100~~\$10,360,550 - \$57,855,550. This includes an amount ranging from ~~\$159,700~~\$135,550 - ~~\$325,700~~\$305,550 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Amy Corser, Paralegal, (470) 698-2275, legal@margaritaville.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission ("FTC"). 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 of this Franchise Disclosure Document: April 30, ~~2025~~2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 G 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 Compass by Margaritaville Hotel 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 Compass by Margaritaville franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

Business model can change. The 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 A.

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 Georgia. 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 Georgia 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.
3. **Supplier Control.** You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers the Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.
4. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY 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.

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

- a) A prohibition on the right of a franchisee to join an association of franchisees.
- b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - i. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

- ii. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
- iii. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attn: Franchise
670 G. Mennen Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

Despite paragraph (f) above, we intend, and you agree, to enforce fully the provisions of the arbitration section of our Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing the arbitration provisions.

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT E.

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

To simplify the language in this disclosure document, “we,” “us” or “our” means Compass Margaritaville, LLC the franchisor. “You” means the entity acquiring a franchise. The direct and indirect owners of a Controlling Ownership Interest (defined in Item 15) in you which we periodically specify must sign the Guaranty, which means that all provisions of the Franchise Agreement (Exhibit B) also will apply to them. We expect that only entities, and not individuals, will acquire our franchises.

Our Company History and Parents

We are a limited liability company formed in Delaware. Our principal business address is 6900 Turkey Lake Road, Suite 200, Orlando, Florida 32819, and our telephone number is (407) 203-2626. If we have an agent for service of process in your state, we disclose that agent in Exhibit A. We do business only under our company name and the Compass Intellectual Property (defined below). We have never operated Compass Hotels. As of December 31, ~~2024~~2025, there were 45 franchised Compass Hotels operating in the United States.

We have no predecessors and no business activities that are not described here. One of our parent companies is Margaritaville Enterprises, LLC, whose principal business address is the same as ours. Another one of our parent companies is Margaritaville Holdings LLC, whose principal business address is 256 Worth Avenue, Suite Q-R, Palm Beach, Florida 33480. We have offered franchises for Compass Hotels since 2018 and have never offered franchises in any other line of business. Prior to offering franchises, we, through affiliated entities, entered into trademark license agreements for Compass Hotels in some locations.

Franchise Rights for Compass Hotels

We grant franchises for upscale, select service hotels that use the Hotel System (defined below) and are identified by the Compass Intellectual Property (each, a “**Compass Hotel**”, and collectively, “**Compass Hotels**”). Compass Hotels offer attractively designed rooms with upscale amenities and exceptional service standards incorporating state-of-the-art technology, design, and food and beverage offerings. They are typically located in primary and secondary cities and offer complimentary hot breakfast, free high-speed Internet access, a fitness centers, swimming pools and meeting spaces. We call the Compass Hotel that you will operate under the Franchise Agreement your “**Hotel**”. You will operate the Hotel only from the location we accept before signing the Franchise Agreement.

Pursuant to the FBR Rider to the Franchise Agreement, you may be granted the opportunity to operate one or more Margaritaville branded restaurants and/or bars and/or a Margaritaville-branded retail store in your Hotel (each, an “**FBR Unit**”). A copy of the form of FBR Rider is attached as Exhibit C-1 to this Franchise Disclosure Document (“**FBR Rider**”). Any FBR Unit will be licensed to use the proprietary trademarks and copyrighted materials applicable to that FBR Unit under the FBR Rider. Any such authorized FBR Unit shall be deemed part of your Hotel. You must make space available in your Hotel for all FBR Units meeting our specifications for size, design, and layout. For FBR Units that are restaurants/bars, you will be required to utilize our specified menu items (“**Core Menu**”) for a certain percentage of the food offerings, along with certain alcoholic and non-alcoholic beverage choices. Currently, the Core Menu makes up approximately 80% of food offerings. For FBR Units that are retail stores, you will be required to sell Margaritaville branded or themed merchandise, in addition to other

relevant retail items (“**Merchandise**”). The Franchise Agreement does not grant you the right or option to own and operate any other Margaritaville branded or themed restaurant, bar, or retail store within your Hotel other than as mutually agreed. Our ability to grant FBR Units may be limited by our pre-existing restaurant license and franchise agreements which contain areas of protection. If you are not granted the opportunity to operate an FBR Unit, you shall be required to operate one or more food and beverage concepts approved by us in our sole discretion.

Pursuant to the Franchise Agreement, you also may be granted the right to operate other branded amenities such as a spa, water park, marina, family entertainment center, and/or golf course within or adjacent to the Hotel (each, an “**Amenity**” and collectively, “**Amenities**”) under our form Amenities Rider which is attached to this disclosure document as Exhibit C-2 (“**Amenities Rider**”). If you are granted a right to operate any Amenities, you will be licensed to use the brand and other related proprietary trademarks and copyrighted materials applicable to each such Amenity at the Hotel pursuant to the Amenities Rider. Any such authorized Amenity shall be deemed part of your Hotel. You must make space available in your Hotel for the Amenities meeting our specifications for size, design, and layout. You must also provide services we may require and purchase products and services only from our approved suppliers. Any Amenity operated pursuant to the Amenities Rider must comply with our then-current System Standards (as defined below) for such Amenity in the United States.

Subject to our approval in our sole discretion, we also offer the right to develop, operate, own, manage and promote Compass Hotels that include vacation dwellings, such as single-family housing, condominium units, town homes, or other dwellings (“**Dwellings**”), under our form Dwellings Rider attached to this disclosure document as Exhibit C-3 (“**Dwellings Rider**”). Unless otherwise specified, the term “**Franchise Agreement**” includes both the Franchise Agreement and the Dwellings Rider, and the term “**Hotel**” includes both Compass Hotels and Dwellings. If we grant you a license to develop Dwellings in our sole discretion, you will offer and sell the Dwellings using the Licensed Marks (as defined below) and offer all Dwelling owners the option to participate in a rental program that we approve for rental of the Dwelling.

The “**Hotel System**” means the concept and system associated with the establishment and operation of Compass Hotels, as we periodically modify it. The Hotel System now includes: (a) the trade names, trademarks, and service marks “**COMPASS BY MARGARITAVILLE**”, “**COMPASS BY MARGARITAVILLE HOTELS & RESORTS**” and other trade names, trademarks, service marks, logos, slogans, trade dress, domain names, and other source and origin designations (including all derivatives) that we or our affiliates periodically develop and we periodically designate for use with the Hotel System (collectively, the “**Licensed Marks**”); (b) all copyrightable materials that we or our affiliates periodically develop and we periodically designate for use with the Hotel System, including the Manual (defined below); (c) all current and future photographic works, books, articles, films videos and other audio-visual works, artwork, drawings, recipes and other works of authorship 100% owned by Jimmy Buffett, Coral Reefer Music, and/or The James W. Buffett 1990 Trust (as amended); (d) the personality rights of Jimmy Buffett; including, but not limited to, his name, likeness, signature, photograph, gestures, distinctive appearances and mannerisms; (e) marketing materials (including advertising, marketing, promotional, and public relations materials), architectural drawings (including the Design Standards (defined below) and all architectural plans, designs, and layouts, such as site, floor, plumbing, lobby, electrical, and landscape plans), building designs, and business and marketing plans, whether or not registered with the U.S. Copyright Office that utilize any of the items mentioned in (a)-(d) (collectively, “**Copyrighted Materials**”) (items (a) – (e) collectively referred to as “**Compass Intellectual Property**”); (f) all Confidential Information (defined in Item 14); (g) the standards we periodically specify detailing certain design criteria that we require you to incorporate into the layout of your Hotel, as we determine them (“**Design Standards**”); (h) the central reservations system and related

services for Compass Hotels, as we may periodically modify it (“CRS”); (i) the content management system and related services for Compass Hotels as we may periodically modify it (“CMS”); (j) the Property Management System (“PMS”) as we may periodically modify it; (k) other technology systems including customer relationship management system (“CRM”), point of sale system (“POS System”), employee performance platform (“EPP”), ~~financial reporting software~~, and music and video distribution systems as set forth in our Technology Standards, as we may periodically modify them; (l) management, personnel, and operational training programs, materials, and procedures; (m) standards (including Design Standards), specifications, procedures, and rules for operations, marketing, construction, equipment, furnishings, and quality assurance that we implement and may periodically modify for Compass Hotels (collectively, “System Standards”) we describe in our confidential manuals, and all other written, electronic, video, and audio recorded policies, procedures, techniques, memos, bulletins, newsletters, forms, guidelines, and other materials prepared by us in connection with the Hotel System or to assist you in the operation of your Hotel, as we periodically amend them (collectively, the “Manual”); and (n) marketing, advertising, and promotional programs.

Before signing the Franchise Agreement, and while you apply for franchise rights, you must complete our Franchise Application and pay the Application Fee (defined in Item 5). During your evaluation process, and before receiving any Confidential Information, you must sign the Confidentiality and Non-Disclosure Agreement (Exhibit C-5) (“Confidentiality Agreement”). Because we may engage in negotiations with you and other franchisees, you may sign a Franchise Agreement with us that differs significantly from the agreements that other franchisees sign for Compass Hotels.

Competition and the Market

The hotel market is well-established and highly competitive. Compass Hotels compete with other national select-and full-service hotel systems and with regional and local hotels that offer comparable services and lodging products. Compass Hotels will target both corporate business travelers and family weekend leisure travelers. Some competitors of Compass Hotels may be larger, may operate more hotels and may have greater resources than we do. Other competitive factors include room rates, quality of accommodations, name recognition, service levels, availability of Amenities, geographic area, site location, general economic conditions, and your management capabilities.

Our Affiliates Who Supply the Franchise Network or Offer Franchises

None of our affiliates currently provide products or services to Compass Hotel franchisees.

The following companies are our affiliates who currently offer franchises or licenses in the United States and around the world. The branded hotels that some of these affiliates operate or franchise might use the CRS and other systems and processes as Compass Hotels.

1. Margaritaville Enterprises, LLC (“Margaritaville Enterprises”) is the owner and licensor of the intellectual property rights used by Compass by Margaritaville, in addition to other intellectual property rights that it licenses to related companies. Margaritaville Enterprises has the exclusive right to use and sublicense, in connection with hospitality and other businesses, all intellectual property, including, but not limited to, music, lyrics, photographic works, books, films, articles, and other works of authorship that are 100% owned and controlled by Jimmy Buffett, Coral Reefer Music, and/or The James W. Buffett 1990 Trust (as amended). In 2014, Margaritaville Enterprises offered a franchise for a Margaritaville restaurant located in Chicago, Illinois. Margaritaville Enterprises, through the entities it 100% owns and controls, has also entered into trademark license agreements for Margaritaville Hotels & Resorts prior to Margaritaville Hotels & Resorts, LLC being established as a franchisor, as

described below. Margaritaville Enterprises has also licensed certain intellectual property rights used by Compass by Margaritaville for other lines of business, including but not limited to, other lodging products, restaurants, casinos, food and beverage products, clothing, and consumer products. Margaritaville Enterprises has never operated hotels or offered franchises in any other line of business. Margaritaville Enterprises' principal business address is the same as our address.

2. Margaritaville Hotels & Resorts, LLC (“MHR”), which is wholly owned by Margaritaville Enterprises, began offering trademark license agreements for full-service hotels and resorts operating in the United States under the Margaritaville name (without a sub-brand) in April 2019. Prior to offering such agreements, other entities wholly owned and controlled by Margaritaville Enterprises entered into trademark license agreements for MHR. MHR has never offered franchises in any other line of business. MHR's principal business address is the same as our address. As of December 31, ~~2024~~2025, there were ~~18~~19 franchised Margaritaville Hotels & Resorts operating within the United States and 4 operating outside the United States (including 2 all-inclusive resorts).

3. Margaritaville Restaurants, LLC (“MR”), which is wholly owned by Margaritaville Enterprises, began offering franchises for bars and restaurants operating in the United States and internationally under the trademark Air Margaritaville® in April 2019 and under the trademark LandShark Bar & Grill® in November 2019. Prior to offering franchises, other entities wholly owned and controlled by Margaritaville Enterprises, entered into trademark license agreements for Air Margaritaville®, LandShark Bar & Grill®, and other branded restaurants. MR has never offered franchises in any other line of business. MR's principal business address is the same as our address. As of December 31, ~~2024~~2025, there were ~~22~~19 licensed LandShark Bar & Grill® Restaurants operating in the United States. In 2014, Margaritaville Enterprises offered a franchise for a Margaritaville® restaurant located in Chicago, Illinois.

4. Margaritaville RV Resorts, LLC (“MRVR”), which is wholly owned by Margaritaville Enterprises, began offering franchises for RV resorts operating in the United States under the trademark Camp Margaritaville® in July 2021. Prior to offering franchises, other entities wholly owned and controlled by Margaritaville Enterprises entered into trademark license agreements for Camp Margaritaville® RV resorts. MRVR has never offered franchises in any other line of business. MRVR's principal business address is the same as our address. As of December 31, ~~2024~~2025, there were 5 franchised Camp Margaritaville RV resorts operating in the United States.

5. Margaritaville Cottages, LLC (“MC”), which is wholly owned by Margaritaville Enterprises, offers franchises for “Margaritaville”-branded residential communities, which may contain vacation rentals. MC has never offered franchises in any other line of business. MC's principal business address is the same as our address. As of December 31, ~~2024~~2025, there were 2 franchised Margaritaville residential communities operating in the United States.

Industry-Specific Regulations

You must comply with a number of federal, state, and local laws that apply generally to establishing and operating hotel businesses. The laws involve, among other things, zoning and construction, public accommodations, accessibility by persons with disabilities, health and safety, and labor. Many laws vary from jurisdiction to jurisdiction. You must learn about and comply with all applicable laws (“**Applicable Law**”). Examples of Applicable Law include, but are not limited to:

Health & Sanitation. Most states have regulations or statutes governing the lodging business and related services. Many state and local authorities require lodging businesses to obtain licenses to assure

compliance with health and sanitation codes. Health-related laws may affect the use of linens, towels and glassware, among other things.

Alcoholic Beverages. Alcoholic beverage service in a Compass Hotel is subject to extensive regulations and licensing governing virtually all aspects of the beverage service.

Facility Operations. Lodging facilities must comply with innkeepers' laws that, among other things, might (i) allow innkeepers under certain circumstances to impose liens against the possessions of guests who do not pay their bills; (ii) limit the liability of innkeepers regarding guests' valuables; (iii) require posting of house rules and room rates in each room or near the registration area; (iv) require registration of guests and proof of identity at check-in, and retention of records for a specified period of time; (v) limit the rights of innkeepers to refuse lodging to certain guests; and (vi) limit innkeepers' rights to evict guests under certain circumstances. Applicable Law prohibits discrimination in hotels on the basis of race, creed, color, or national origin. Some states prohibit "overbooking" and require innkeepers to find other accommodations if the guest has paid a deposit. Some states and municipalities also have enacted laws and regulations governing non-smoking areas and guest rooms. In addition, some states have extended producer liability laws that impose registration and fee requirements on businesses that produce certain types of packaging and paper products.

Persons with Disabilities. The Americans with Disabilities Act ("ADA") requires (among other things) that public accommodations, including hotels, (i) offer facilities without discriminating against persons with disabilities; (ii) offer auxiliary aids and services to enable a person with a disability to use and enjoy the establishment's goods or services if doing so is not unduly burdensome or disruptive to business; and (iii) remove barriers to mobility or communication to the extent readily achievable. The U.S. Department of Justice has published "accessibility guidelines" ("ADAAG") that specify, among other things, a minimum number of handicapped-accessible rooms, assistance devices for hearing, speech, and visually impaired persons, and general design standards that apply to all areas of facilities. Under the ADA, all new public accommodations and commercial facilities must be "readily accessible to and useable by individuals with disabilities," unless it would be structurally impractical to do so. Alterations of existing facilities also might need to comply with the ADA and ADAAG. In addition, many states and municipalities have their own laws and regulations addressing disability discrimination, access requirements, building modifications and alterations and building code requirements.

Fire Safety. The Hotel and Motel Safety Act of 1990 ("**Safety Act**") encourages public accommodations to install hard wired single-station smoke detectors. Certain travel directories include only those facilities that comply with the Safety Act. Other state and local fire and life safety codes might require maps, lighting systems and other safety measures unique to lodging facilities.

OSHA Regulations. Like many other businesses, lodging facilities are subject to Occupational Safety and Health Administration standards. State occupational safety laws and rules may also apply.

Telephone Charges. Federal, state, and local laws and regulations affect the re-offering of local, intrastate, and long-distance telephone service in hotel guest rooms and at coin box telephones. Some states regulate or prohibit surcharges on local and intrastate calls.

Data Protection. Federal, state, and local laws and regulations regulate the requirements for protection and use of customer data, including personal and payment related information.

You must also comply with real estate laws and securities laws if you are selling condominium units or other vacation homes. In addition to these laws, you must comply with laws that apply generally to all businesses. Consult your attorney for more information on these or other laws.

ITEM 2.
BUSINESS EXPERIENCE

The individuals listed below are formally employed as described but provide services to us in their capacities and through the roles listed below.

Chief Executive Officer: John Cohlan

John Cohlan has been the Chief Executive Officer and President of our parent company, Margaritaville Enterprises, and its parent Margaritaville Holdings LLC since 1997 in Orlando, Florida.

President, Hospitality: Dan Leonard

Dan Leonard has been the President of Margaritaville Hospitality, a division of Margaritaville Enterprises since 1998 in Orlando, Florida.

Chief Operating Officer, Hospitality: Brad Schwaeble

Brad Schwaeble has been the Chief Operating Officer of Margaritaville Hospitality since 2014 in Orlando, Florida.

Senior Vice President, Hospitality: Mark Rogers

Mark Rogers has been the Senior Vice President of Hospitality and International Operations for Margaritaville Hospitality since 2016 in Orlando, Florida.

Chief Financial Officer: Laura McConnell

Laura McConnell has been the Chief Financial Officer of our parent, Margaritaville Enterprises, and its parent Margaritaville Holdings LLC since 2015 in Orlando, Florida.

Chief Marketing Officer: Tamara Baldanza-Dekker

Tamara Baldanza-Dekker has been the Chief Marketing Officer for Margaritaville Enterprises since 2015 in Dallas, Texas.

President, Development: Jim Wiseman

Jim Wiseman has been the President of Development for Margaritaville Enterprises since 2011 in Orlando, Florida.

Senior Vice President, Development: Rick Cunningham

Rick Cunningham has been the Senior Vice President of Development for Margaritaville Enterprises since February 2019 in Atlanta, Georgia.

Director of Hotel Development: Shamim Lodin

Shamim Lodin has been the Director of Hotel Development for Margaritaville Enterprises since February 2019 in Atlanta, Georgia.

Chief Investment Officer: Evan Laskin

Evan Laskin has been the Chief Investment Officer for Margaritaville Enterprises since November 2018 in Orlando, Florida.

Senior Vice President, Hotels and Resorts: Cate Farmer

Cate Farmer has been Senior Vice President, Hotels and Resorts for Margaritaville Hospitality since November 2021 in Orlando, Florida. From August 2014 to November 2021, Cate served as General Manager for the Margaritaville Hollywood Beach Resort.

Chief Legal Officer and General Counsel: Kristen L. Fancher

Kristen Fancher has been the Chief Legal Officer and General Counsel for Margaritaville Enterprises since 2014 in Atlanta, Georgia.

Chief Data Officer: Claudia Infante

Claudia Infante has been Chief Data Officer since August 2023. From January 2022 to August 2023, Claudia served as Senior Vice President of Revenue Strategy for Margaritaville Hospitality in Orlando, Florida. From May 2019 to December 2021, Claudia served as Vice President of Revenue Strategy for Margaritaville Hospitality in Orlando, Florida.

Vice President of Hospitality Marketing: Elyse Curtis

Elyse Curtis has been Vice President of Hospitality Marketing for Margaritaville Hospitality since March 2019 in Orlando, Florida.

~~Regional Director Hotel Performance and Opening Services: Marta Bergstrom~~

~~Marta Bergstrom has been the Regional Director of Hotel Performance and Opening Services for Margaritaville Hospitality since July 2019 in Orlando, Florida.~~

~~Vice President of Hospitality Operations: Meaghan Walsh~~

~~Meaghan Walsh has been the Vice President of Hospitality Operations for Margaritaville Hospitality since January 2023 in Orlando, Florida. From March 2021 to December 2022, she served as General Manager for the Hotel Viking in Newport, Rhode Island. From May 2018 to March 2021, she served as Assistant General Manager for the Margaritaville Hollywood Beach Resort in Hollywood, Florida.~~

Vice President of Training and Development: Adam Bocken

Adam Bocken has been the Vice President of Training and Development for Margaritaville Hospitality since January 2023 in Orlando, Florida. From January 2022 to January 2023, he served as Senior Director of Training and Development for Margaritaville Hospitality in Orlando, Florida. From

December 2007 to January 2022, he served as Director of Training and Development for Margaritaville Hospitality in Orlando, Florida.

Investment Manager: Michael Groves

Michael Groves has been the Investment Manager for Margaritaville Enterprises since January 2026 in Orlando, Florida. From January 2024 to December 2025, he served as Investment Associate for Margaritaville Enterprises in Orlando, Florida. From May 2022 to December 2023, he served as Investment Analyst for Margaritaville Enterprises in Orlando, Florida. Since June 2020, he has served as Founder of MRG International LLC in West Palm Beach, Florida.

Vice President of Reputation and Quality Assurance: Amy Noland

Amy Noland has been the Vice President of Reputation and Quality Assurance for Margaritaville Hospitality since January 2025 in Orlando, Florida. From January 2020 to December 2024, she served as Senior Director of Reputation and Quality Assurance for Margaritaville Hospitality in Orlando, Florida.

Corporate Director of Operations: Brittonee (Brit) Bolf

Brit Bolf has been the Corporate Director of Operations for Margaritaville Hospitality since April 2026 in Orlando, Florida. From September 2021 to April 2026, she served as General Manager for Vista Host Hotels Management & Development in Austin, Texas. From October 2019 to September 2021, she served as Regional Director of Sales for Vista Host Hotels Management & Development in Texas.

ITEM 3.
LITIGATION

Other than the actions described below, there is no litigation that must be disclosed in this Item.

Boss Investments Limited a/k/a Boss Investments Ltd. v. Margaritaville of Bahamas, LLC, Margaritaville Enterprises, LLC, Margaritaville Holdings LLC, and James Wiseman (Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No. 2018-Ca-013658).

On October 26, 2018, Boss Investments Ltd. (“**Boss**”) filed a complaint against Margaritaville of Bahamas, LLC, Margaritaville Enterprises, LLC, Margaritaville Holdings LLC, and James Wiseman, seeking a declaratory judgment, permanent injunctive relief, and damages. The complaint arose out of a Trademark Sub-License Agreement, dated as of June 4, 2014, by and between Margaritaville of Bahamas, LLC and Boss (“**Boss Agreement**”). Boss alleged that another trademark license agreement signed by the defendants in connection with a resort development in the Bahamas that includes a hotel and condominiums (“**Bahamian Hotel**”), violated the Boss Agreement.

This matter was settled pursuant to the Amended Confidential Mediated Settlement Agreement (the “**Settlement Agreement**”) and Third Amendment to Trademark Sub-License Agreement, dated as of December 30, 2020. Pursuant to the Settlement Agreement, the case was voluntarily dismissed with prejudice as of January 8, 2021. Without admitting any liability for the claims, under the Settlement Agreement, the corporate defendants agreed to pay to Boss 50 percent of future royalties from food and beverage, and certain merchandise, from the Bahamian Hotel. As part of the Settlement Agreement, prior restrictions under the Boss Agreement in the Bahamas were released except for certain restrictions in Paradise Island and Nassau.

Stephen W. and Catherine C. Shultz, as Co-Trustees of the Stephen and Catherine Shultz Trust Dated

January 9, 2006; Alesandra D. Shultz, as Trustee of the Alesandra D. Shultz Living Trust U/A/D April 12, 2018; and John D. Koptieff, and Wife, Susan C. Koptieff v. Margaritaville Enterprises, LLC; John Cohlan; and James Wiseman (Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida, Case No. 2020 CA 00051 OC).

On April 12, 2021, the above-named plaintiffs (collectively, “**Plaintiffs**”) filed a Third Amended Complaint against the above-named defendants (collectively, “**Schultz Defendants**”), after its Second Amended Complaint (“**SAC**”) was dismissed by the Court on February 25, 2021. Plaintiffs allegedly own cottages at the Margaritaville Resort in Osceola County, which they rent to vacationers. Plaintiffs filed a First Amended Complaint (“**FAC**”) on March 13, 2020 against nearly every individual and entity remotely connected with the resort. The FAC consisted of 5 different Plaintiffs suing 44 different defendants (including the 9 Margaritaville Defendants) for numerous purported torts, including fraud; negligent misrepresentation; tortious interference; violation of Florida’s Deceptive and Unfair Trade Practices Act and civil conspiracy. On August 7, 2020, the Margaritaville Defendants filed a Motion to Dismiss the FAC, for failing to comply with fundamental rules of pleading, and failure to state a claim as a matter of law. Following a hearing, a Second Amended Complaint was filed on November 12, 2020. The Defendants filed a Motion to Dismiss the Second Amended Complaint on December 2, 2020, which the Court granted on February 25, 2021. A Third Amended Complaint was filed on April 12, 2021. The allegations ~~remain~~remained substantially the same as in the FAC. At a hearing on November 1, 2021, the Margaritaville Defendants’ Motion to Dismiss Third Amended Complaint was denied. Margaritaville Defendants filed their Answer to Third Amended Complaint on December 8, 2021. On April 27, 2023, the parties entered into a Settlement Agreement, agreeing to terminate and resolve the case through a mutual walk-away and dismissal of the case with prejudice, with each party bearing its own attorneys’ fees and costs. The case was dismissed with prejudice on April 27, 2023.

The Commissioner of Financial Protection and Innovation v. Margaritaville Hotels & Resorts, LLC (Administrative Proceeding Before the Department of Financial Protection and Innovation, State of California).

In responding to an inquiry from the Department of Financial Protection and Innovation in relation to the above-named defendant’s (“**Defendant**”) pending franchise registration application in California, Defendant voluntarily acknowledged that, in connection with the sale of three Margaritaville Hotels & Resorts in California between July 2019 and February 2020, it had neglected to file a notice of exemption with and pay a fee to the Commissioner of Financial Protection and Innovation (the “**Commissioner**”) no later than 15 days after each sale. On March 7, 2020, the Commissioner and Defendant agreed to enter into a consent order whereby Defendant agreed to: desist and refrain from activity in violation of applicable California franchise law; pay an administrative penalty in the amount of \$7,500 to the Department of Financial Protection & Innovation within 15 days; and amend its pending franchise registration application to include disclosure of the consent order or withdraw its pending franchise registration application within 15 days.

ITEM 4. **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

ITEM 5.
INITIAL FEES

The estimates below are based on a 130-room Hotel. Before your Hotel opens, you will pay us or our affiliates fees ranging from ~~\$159,700~~135,550 - ~~\$325,700~~305,550.

Application Fee

You must complete our Franchise Application to help us evaluate your qualifications to become a franchisee. The Application Fee is \$500 multiplied by the total number of guest rooms at the Hotel. For a 130-room Hotel, the Application Fee is \$65,000. The Application Fee is due upon execution of the Franchise Agreement. The Application Fee is not refundable under any circumstances.

Property Improvement Plan

If you want to convert an existing hotel to a Compass Hotel or adapt another type of existing structure (e.g., an office building) for use as a Compass Hotel, we charge an additional non-refundable fee ranging from \$0 - \$5,000 to prepare the property improvement plan (“**PIP**”) for the hotel. If we prepare a PIP for your Hotel, you must pay the PIP fee before we schedule the PIP inspection. In some circumstances, we may waive the PIP fee or apply the PIP fee towards the payment of your Application Fee, but we are not obligated to do so. Factors that may influence our decision to waive the PIP fee include whether the adaptation or change is one that we have previously experienced limiting our administrative costs and the number of PIPs you have previously submitted. If you pay us a PIP fee, it will not be refundable.

Technology Improvement Plan

If you want to convert an existing hotel or resort to a Compass Hotel or adapt another type of existing structure (e.g., an office building) for use as a Compass Hotel, we charge an additional non-refundable fee ranging from \$0 - \$10,000 to prepare a technology improvement plan (“**TIP**”) for your Hotel. You must pay the TIP fee before we schedule the TIP inspection. In some circumstances, we may waive the TIP fee or apply the TIP fee towards the payment of your Application Fee, but we are not obligated to do so. Factors that may influence our decision to waive the TIP fee include whether the adaptation or change is one that we have previously experienced limiting our administrative costs and the number of TIPs you have previously submitted. If you pay us a TIP fee, it will not be refundable.

Extension Fee

You must start and complete construction and open the Hotel according to the timetables referenced in Sections 2.06 and 2.08 of the Franchise Agreement. We may terminate the Franchise Agreement if you fail to meet the required timetable. You may request one or more extensions of time by giving us written notice and paying a \$10,000 fee (the “**Extension Fee**”). We will inform you of the length of the extension if and when we grant it. We will refund the Extension Fee only if we deny the extension. If we grant the extension, then the Extension Fee will not be refundable.

Fees for Initial Training and Related Expenses

You must pay us the expenses for certain training programs that we conduct before you open the Hotel. There is no fee for the training programs, but you will cover the expenses for our personnel to provide the training. We will provide training at a Compass Hotel or other Margaritaville-branded venue we select. Your General Manager, food and beverage manager, sales director, and any other salaried employee in a director or higher-level position (“**Key Personnel**”) must complete the training, which

lasts approximately three weeks. You will be responsible for all costs associated with the trainees, including, but not limited to, wages, salaries, housing, travel-related expenses and per diem charges incurred by trainees, subject to a mutually agreed upon budget for those costs. You will not, however, be responsible for costs or expenses related to the training venue or the venue's employees. Further, we will provide to you a task force to assist in on-site pre-opening training for the Hotel. That task force may include personnel employed directly by us or personnel from existing licensed or franchised Compass Hotels or other Margaritaville-branded venues. We will be responsible for any costs associated with our personnel, while you will be responsible for any other costs relating to the task force, including costs related to personnel from existing licensed or franchised Compass Hotels or other Margaritaville-branded venues. If you are not able to demonstrate compliance with our System Standards, as determined in our sole discretion, after 14 days of training at your Hotel with our task force, then our trainers may stay longer until you are able to demonstrate compliance with our System Standards, as determined in our sole discretion. In such event, you will be required to pay \$500 per day per trainer for each additional day the task force remains until you become compliant with System Standards, in addition to the expenses associated with their extended stay. Based on a 130-guest room Hotel, we estimate that the total costs for expenses payable to us for initial training and related expenses, including any optional initial training costs, will range from \$35,000 to \$150,000. These payments are not refundable.

Website Set-up Fee

Prior to opening your Hotel, you must pay to us a one-time fee, in ~~the~~an amount ~~of either ranging from~~ \$13,000 ~~or to~~ \$43,000 to set up your Hotel's individual webpage within the Compass system website. The fee is \$13,000 if your Hotel does not contain Dwellings ~~and \$43,000~~or other standalone amenities (such as a branded restaurant or water park) and up to an additional \$30,000 if it does. This fee is not refundable.

Central Reservations System Set-up Fee

You must use our CRS for the reservation system at your Hotel. You must pay us a \$5,000, one-time flat fee to set up your Hotel on the CRS. You must agree to the CRS Terms of Use incorporated by reference into our Technology Agreement attached as Exhibit E to the Franchise Agreement. This fee is not refundable.

Customer Relationship Management System Set-up Fee

You must participate in our CRM system. To set up a 130-room Hotel on our CRM system, we charge a one-time fee of ~~\$12,600~~\$8,450 (equating to \$65 per room). You must agree to the CRM Terms of Use incorporated by reference into our Technology Agreement attached as Exhibit E to the Franchise Agreement. This fee is not refundable.

Loyalty Program Set-up Fee

We have established Margaritaville Perks, a loyalty program to allow members to redeem awards for stays at Compass Hotels or otherwise enjoy Margaritaville-branded products and services (“**Loyalty Program**”). You must participate in the Loyalty Program on such terms and conditions as we deem commercially reasonable. You must pay us a \$5,000, one-time flat fee to set up your Hotel on the Loyalty Program. You must agree to the Loyalty Program Terms of Use incorporated by reference into our Technology Agreement attached as Exhibit E to the Franchise Agreement. This fee is not refundable.

Medallia Set-up Fee

We use Medallia, a best-in-class reputation platform to measure guest satisfaction using various tools including guest post-stay surveys, social listening, and online reputation scraping. You must participate in the Medallia program on a basis consistent with other Compass Hotels. Currently, the set-up fee for Medallia is \$2,500.

~~Financial Reporting System Set-up Fee~~

~~We use the Infor d/EPM system to provide us with our franchisees' financial reports in a consistent manner. You must use this system. We use Professional Accounting Solutions, Inc. ("PAS") to help set up the system for our franchisees. The set-up fee (including both the system and PAS assistance) ranges from \$10,000 to \$16,000, based on the hours of implementation required.~~

Day Pass Reservations

You must use the day pass booking system provided by RealTime Reservations ("RTR"), our required vendor. The RTR day pass booking system allow non-Hotel guests to book passes to access a Hotel's leisure facilities for the day only. In order to participate in the RTR booking system, you must agree to the Day Pass Program Terms of Use incorporated by reference into our Technology Agreement attached as Exhibit E to the Franchise Agreement. You must pay us (as pass-through fees to RTR) a one-time onboarding and implementation cost for the RTR booking system of \$500. This fee is not refundable.

Group Sales Referral Platform Program

You must participate in our Margaritaville Buried Treasure platform to facilitate group sales. The set-up fee is \$300. In order to participate in the Group Sales Referral Program, you must agree to the Group Sales Referral Program agreement incorporated by reference into our Technology Agreement attached as Exhibit E to the Franchise Agreement. This fee is not refundable.

Upsell Software Platform

You must participate in our upsell software platform. The set-up fee is \$800. ~~This fee is not refundable.~~ In order to participate in the upsell software platform, you must agree to the Upsell Software Terms of Use incorporated by reference into our Technology Agreement attached as Exhibit E to the Franchise Agreement. This fee is not refundable.

Range of Application Initial Fees

During our ~~2024~~2025 fiscal year, we and/or our affiliates received ~~a range of Application Fees from \$37,500 to \$65,000~~\$45,500 in initial fees from franchisees for Compass Margaritaville Hotels.

ITEM 6. **OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ⁽²⁾	5% of Gross Revenue ⁽¹⁾	Within 30 days following the end of each calendar month	See Explanatory Notes.

Type of Fee	Amount	Due Date	Remarks
Marketing Fee ⁽³⁾	<p>Up to 3% of Gross Rooms Revenue. Currently, it is 1.5% of Gross Rooms Revenue, plus 1.5% of Gross Rental Revenue for any Dwellings ⁽⁴⁾ (+213) =</p>	Within 30 days following the end of each calendar month	<p><u>The current Marketing Fee is 1.5% of Gross Rooms Revenue, plus 1.5% of Gross Rental Revenue, if any. In the future, we may increase the Marketing Fee up to 3% of each of Gross Rooms Revenue and Gross Rental Revenue, if any, upon 60 days written notice to you. In no event will the Marketing Fee increase by more than 0.5% of each of Gross Rooms Revenue and Gross Rental Revenue, if any, during any given year.</u></p> <p>See Explanatory Notes-</p>
CRS Fees ⁽⁵⁾	Reservation fees are charged on a per-transaction basis and vary by type of transaction. The CRS also incurs additional administrative fees as described.	Monthly	See Explanatory Notes
CRM Fees ⁽⁶⁾	<p>\$12.50 per room- \$3; <u>Email testing and quality assurance fee \$75 per month;</u> <u>\$4.00</u> per 1,000 “super messages” sent.</p> <p>User license fee is \$100.00<u>125</u> per user; Read Only license fee \$50.00<u>75</u> per user. One Marketing Cloud license is included in monthly fee with an additional Marketing Cloud license fee of \$50<u>75</u> per user.</p>	Monthly	See Explanatory Notes
Loyalty Program Fees	\$10 per room	Monthly	You must participate in the Loyalty Program on

Type of Fee	Amount	Due Date	Remarks
			<p>such terms and conditions as we deem commercially reasonable. These fees shall be updated from time to time based on increases in the underlying charges that we pay for the Loyalty Program. Loyalty Program Fees exclude reservation costs and the costs associated with the rewards provided under the Loyalty Program.</p> <p><u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u></p>
Database Acquisition and Social Dispersion Tool (Flip.to) ⁽⁷⁾	\$150	Monthly	See Explanatory Notes
National Sales Organization ⁽⁸⁾	\$1,100	Monthly	See Explanatory Notes
Comfort Letter Fee⁽⁹⁾	We may charge up to \$5,000 for each comfort letter you are required to obtain	Due for each comfort letter required	See Explanatory Notes
Quality assurance, audit and compliance programs ⁽¹⁰⁾	All costs of stay for any auditor, including room and board for any audit ; plus, escalating fee of up to \$5,000 per visit for	As incurred	See Explanatory Notes.

Type of Fee	Amount	Due Date	Remarks
	quality review following a finding of noncompliance, currently a score of 80 or below.		
Ongoing training and assistance	Typically, \$1,000 to \$5,000 per instance, but could be more depending on the support that you require	As incurred	<p>Due if you request, or we require, additional or supplemental training programs, including replacement training for any new Key Personnel hired after the Hotel opens. You also pay for the incurred travel, lodging, and other expenses for your attendees. Currently we charge a flat fee of approximately \$1,000 per day for our training services. The time period of such ongoing training assistance will vary based on the purpose of the training.</p> <p><u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u></p>
Fee for testing alternate supplier	\$2,500 - \$5,000	As incurred	Due only if you propose using an alternative supplier.

Type of Fee	Amount	Due Date	Remarks
Fee for annual GM meeting	We may charge a fee of up to \$500 per person (excluding travel costs).	As incurred (typically annually before the convention)	You also pay for the incurred travel, lodging, and other expenses for your attendees.
Franchise Application Fee for new guest rooms to an existing hotel	\$500 times number of new guest rooms.	\$5,000 when you request approval, remainder when we approve plans	Due only if you propose adding new guest rooms to the Hotel.
PIP Fee for sale or transfer of ownership of an existing Compass Hotel	The current PIP fee ranges from \$2,500 - \$5,000	Upon submission of application by prospective purchaser	<p>Due only if you want to sell or otherwise transfer the ownership of an existing Compass Hotel.</p> <p>We reserve<u>may increase this fee at any time, provided, however, that such increase will never be more than (1) the right amount equal to any increase the PIP-Fee in any given year by the increase of our underlying actual costs to provide the products and services associated with this fee</u> since the last time we established or increased the PIP Fee<u>this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u></p>
TIP Fee for sale or transfer of ownership of an existing Compass Hotel	The current TIP fee is \$10,000.	Upon submission of application by prospective purchaser	<p>Due only if you want to sell or otherwise transfer the ownership of an existing Compass Hotel with existing technology systems.</p> <p>We reserve<u>may increase this fee at any time, provided, however, that such increase will never be more than (1) the</u></p>

Type of Fee	Amount	Due Date	Remarks
			<p>right amount equal to any increase the TIP-Fee in any given year by the increase of our underlying actual costs to provide the products and services associated with this fee since the last time we established or increased the TIP-Fee this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</p>
Property Website Package <u>Hosting</u> Fee	\$875 - \$1,400	Monthly	Due for administration of the Hotel System Website (as defined in Item 11). This may be payable to us or to the vendor directly.
Annual Margaritaville Revenue & Marketing Summit	\$399 per person plus travel costs	As incurred	Your marketing leaders, sales leaders, and revenue leaders must participate in the Annual Margaritaville Revenue & Marketing Summit, which is held at a Margaritaville-branded hotel or resort of our choice. Other marketing, sales and revenue team members are optional but encouraged to attend. These fees shall be updated from time-to-time based on increases in the underlying charges that we pay to create and deliver the Summit.
Medallia Fee	\$7,000 <u>7,500</u>	Annually	These fees shall be updated from time-to-time based on increases in the underlying charges that

Type of Fee	Amount	Due Date	Remarks
			<p>we pay for the Medallia services. <u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u></p>
Employee Satisfaction Survey (MSAT) Fee	\$600 - \$ 2,000	Annually	Costs vary depending on size and location. Costs are for labor to take the survey and souvenir pins. We pay the administrative costs of the survey.
Late Deidentification Fee	\$5,000 per day plus our costs and expenses	As incurred	Due only if, and while, you fail to properly de-identify the Hotel after expiration or termination of your Franchise Agreement.
Liquidated damages (10) <u>=</u>	Varies under circumstances	As incurred	See Explanatory Notes
<u>Financial</u> Audit Expenses	Cost of Audit	As incurred	<p>Payable only if we find, based on an audit, that you have understated amounts owed to us by 5% or more.</p> <p><u>If any underpayment is found, you must remit payment to us in the amount of the underpayment plus interest at the rate of</u></p>

Type of Fee	Amount	Due Date	Remarks
			<p><u>interest per annum publicly announced from time to time by JPMorgan Chase Bank as its prime rate in effect at its principal office in New York City in connection with extensions of credit in U.S. funds to its U.S. customers, plus 2% per annum, calculated from the date such payment(s) were actually due.</u></p>
<p>Guest Satisfaction Improvement Program Fee</p>	<p>\$20,000 - \$30,000</p>	<p>As incurred</p>	<p>Payable only if we find that you have failed to adhere to brand standards. In such event, you may be required to participate in a Guest Satisfaction Improvement program and pay our then-current fee, presently \$20,000 for up to 10 participants, plus an additional \$10,000 for 11 to 20 participants. Designed to take place over approximately nine months, the Guest Satisfaction Improvement program will consist of additional training on brand standards, in-person meetings and webinars, and audits at your expense. The Guest Satisfaction Improvement program occurs primarily at the Hotel but may also include travel to other similar properties to benchmark best</p>

Type of Fee	Amount	Due Date	Remarks
			<p>practices.</p> <p><u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u></p>
Interest on Overdue Payments	Interest Rate equivalent to interest per annum as publicly announced from, time to time by JPMorgan Chase Bank at its prime rate in effect of its principal office in New York City in connection with extensions of credit in U.S. dollars to U.S. customers, plus an additional 2% per annum, calculated from the date the payment was due	As incurred	If late payment is the result of an underpayment of the Royalty fees, and there was a good faith dispute as to the amount owed, we may waive interest charges.
Indemnification (Franchise Agreement)	Will vary under circumstances	As incurred	You must indemnify us for certain losses and expenses under the Franchise Agreement.
Backup Insurance	Our costs plus a 10% fee	As incurred	If you fail to obtain and maintain insurance, we may (if we choose) obtain it on your behalf and charge you our premiums and costs, plus a fee.
Taxes and Other	Our costs	As incurred	

Type of Fee	Amount	Due Date	Remarks
Payments ⁽¹²¹⁾ <u>11</u>			See Explanatory Notes.
Dwelling Royalty ⁽¹³⁾ <u>12</u>	3% of Gross Dwelling Revenue	Within 30 days after the close of the calendar month in which the Dwelling sale occurred	Applies only if we provide our approval for Dwellings and if you sign a Dwellings Rider. (Section 5.2 of the Dwellings Rider).
Rental Royalty	5% of the Gross Rental Revenue ⁽¹⁴⁾ <u>13</u>	Within 30 days of the end of each calendar month following the opening of the Dwellings as vacation rentals	Applies only if we provide our approval for Dwelling rentals and if you sign a Dwellings Rider. (Section 5.2 of the Dwellings Rider).
Indemnification (Dwelling Rider)	Will vary with the circumstances	As incurred	You must indemnify us for certain losses and expenses under the Dwellings Rider. Applies only if we provide our approval for Dwellings and if you sign a Dwellings Rider.
FBR Royalty (FBR Rider)	5% of Gross Revenue	Within 30 days following the end of each calendar month.	All sales from an FBR Unit (including all Merchandise sales) shall be included in the calculation of Gross Revenue as provided in the Franchise Agreement . Applies only if we provide our approval for an FBR Unit and if you sign an FBR Rider.
Amenities Royalty (Amenities Rider)	5% of Gross Revenue	Within 30 days following the end of each calendar month.	All sales and money gained from any services provided from the Amenities shall be included in the calculation of Gross Revenue as provided in the Franchise Agreement . Applies only if we provide our approval for Amenities and if you sign an

Type of Fee	Amount	Due Date	Remarks
			Amenities Rider.
Financial Reporting System	\$4,500 fixed fee, plus \$2,000 per user in Year 1, \$600 per user thereafter	Annually	These fees shall be updated from time to time based on increases in the underlying charges that we pay for the financial reporting system.
Gift Card Program <u>(+5)14</u>	2% - 5% of the amount tendered (depending on where the card is purchased)	As incurred	See Explanatory Notes
Margaritaville Metasearch Program <u>(+6)15</u>	15% commission on gross booked revenue.	As incurred	See Explanatory Notes
Day Pass Reservations	12% commission on revenue produced by the day pass reservation system.	As incurred	We will collect payment on the sales made through the platform and issue payment to you for all such revenue produced net of commission <u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u>
Upsell Software Platform <u>(+7)16</u>	Pre-Arrival Module: \$225 per month + \$2.75 per room Front Desk Module: \$225 per month Opera Cloud Hotels using Opera Cloud	As incurred	See Explanatory Notes

Type of Fee	Amount	Due Date	Remarks
	<p>will be subject to a \$55 monthly connection fee</p> <p>Hotels using Infor will be subject to monthly connection fees as follows:</p> <p>\$50 per month for hotels up to 150 rooms</p> <p>\$75 per month for hotels up to 300 rooms</p> <p>\$100 per month for hotels above 300 rooms</p> <p><u>Plus, 10% commission on revenue produced by the upsell platform.</u></p>		
<p>New General Manager and/or Management Company Transition Fee (18)</p>	<p>Currently \$5,000, but we reserve the right to increase in the future if our costs increase.</p>	<p>As incurred</p>	<p>See Explanatory Notes</p>
<p>American Hotel and Lodging Association (AHLA) Membership</p>	<p>Currently \$5.00 per guest room per year, but we reserve the right to increase in the future if AHLA costs increase.</p>	<p>As incurred.</p>	<p>You will automatically be enrolled as a member in the AHLA. Membership in AHLA is optional, but you must opt out if you do not wish to participate. This fee is paid to us and we remit the entire fee on your behalf to AHLA.</p> <p><u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we</u></p>

Type of Fee	Amount	Due Date	Remarks
			<u>established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u>
Removal of Hotel from Hotel System	\$10,000	As incurred.	<p>This fee is charged to a Hotel leaving the Hotel System to defray our costs associated with overseeing your de-branding of the Hotel. It is separate from your de-branding costs.</p> <p><u>We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.</u></p>

ITEM 7.

Group Sales Referral Program (Buried Treasure)	<p>10% commission on actualized group room revenue for contracted business with or without catering.</p> <p>5% commission on actualized banquet/catering revenue for contracted business for banquet/catering without group rooms.</p>	Within 15 days following the end of each calendar month.	<p>We will allocate the 10% commission as follows once paid: 5% to referrer, 2% to cover platform fees, 3% to us to support group marketing initiatives.</p> <p>We will allocate the 5% commission as follows once paid: 2% to referrer, 2% to cover platform fees, 1% to us to support group</p>
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			<p>marketing initiatives.</p> <p><u>We may increase these fees at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with these fees since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with these fees.</u></p>
<u>Lastmile Retail Marketing Platform</u>	<u>\$33 per listing</u>	<u>Monthly</u>	<p><u>Due in connection with local digital storefront and marketing platform that turns each physical location into a searchable, shoppable online presence. The monthly fee is applied to each listing, e.g., each hotel, restaurant or other amenity Franchisee wishes to market to locals is a separate listing.</u></p> <p><u>We may increase these fees at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the</u></p>

			<u>products and services associated with these fees since the last time we established or increased these fees, plus (2) 20% of the total cost to provide the products and services associated with these fees.</u>
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Except as described above, all fees are imposed and collected by and payable to us. We reserve the right to change or increase fees as set forth in the table above, or if not provided above, then at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with a given fee since the last time we established or increased such fee, plus (2) 20% of the total cost to provide the products and services associated with such fee. All fees are non-refundable. All estimates above are based on a 130-room Hotel. In some cases, we might negotiate some of the fees that some franchisees will pay, such as franchisees agreeing to develop multiple Compass Hotels or acquiring existing Compass Hotels. Otherwise, except as described in this Item 6, all fees are uniform. There currently are no franchisee advertising cooperatives in the Compass Hotel network.

Explanatory Notes

1. Gross Revenue. “**Gross Revenue**” means, for each calendar month following the opening date of the Hotel (or any component thereof or prorated portion thereof), all revenue, income and proceeds derived from the operation and management of the Hotel. These amounts include: (a) “**Gross Rooms Revenue**,” which is defined in Note 4, below; (b) “**Gross Food and Beverage Revenue**,” which includes all revenue from any Margaritaville-branded restaurants and any other food and beverage services at the Hotel, and any and all room service, banquet and catering revenues); (c) revenue from all Merchandise sales; (d) resort fees, destination fees, and mandatory surcharges for facilities; (e) revenue from any Amenities; and (f) any other revenue arising from use of the Compass Intellectual Property pursuant to this Agreement. Gross Revenue shall exclude only: (a) free or discounted rooms and upgrades or other “comps” for which the Hotel collects no revenue or in-kind value for; (b) federal, state, or municipal excise, room, sales, or use taxes, or similar taxes collected from guests and paid to an applicable governmental authority; (c) gratuities, service charges, or similar receipts collected and then paid directly to staff; (d) any sale of fixtures, machinery, or other equipment that is not in the ordinary course of your business; (e) any gift card, coupons, or the like at the time of purchase, but which shall be included in Gross Revenue upon redemption; (f) any complimentary breakfast service; and (g) any other adjustments to revenue in conformance with accounting principles generally accepted in the United States (“**GAAP**”) and the Uniform System of Accounts for the Lodging Industry, 11th Edition (Educational Institute of the American Hotel and Motel Association, publisher), or a later edition we approve (“**Uniform System**”) (excluding any adjustment that excludes resort fees and the like). We and you will account for Gross Revenue according to the Uniform System.

2. Royalty Fee. You are also required to provide an informal, non-binding estimate of your Gross Revenue within 10 days after the end of each calendar month. You must also provide a quarterly

projection, in a format acceptable to us, within 30 days of the end of each quarter during the term, including an estimate of Gross Revenue, Gross Rooms Revenue, and all other revenue derived from services, FBR Units, and Amenities at the Hotel for the remainder of the calendar year. The Royalty Fee is a uniform non-refundable fee, although in rare circumstances we may reduce the Royalty Fee for certain franchisees. In ~~2024~~2025, we allowed certain franchisees to retain, for a limited period, an advertising assistance allowance for their hotels, consisting of a portion of the Gross Revenue that would otherwise have been payable as part of the Royalty Fee. No such reduction or advertising assistance is guaranteed or required. When determining whether to reduce the Royalty Fee, we might consider things like the Hotel's location and market, its size and amenities, the economic and financial environment generally and in the Hotel's market, your experience and willingness to develop multiple Margaritaville-affiliated hotels, and other relevant factors.

3. Marketing Fee. The marketing fee (the “**Marketing Fee**”) provides for our marketing services and support. Marketing services will be used to promote public awareness and usage of Compass Hotels facilities by implementing advertising, promotion, publicity, market research, and other marketing programs, training programs and related activities, and the production and distribution of Compass Hotels-related publications and directories (“**Marketing Program**”). ~~We~~The current Marketing Fee is 1.5% of Gross Rooms Revenue, plus 1.5% of Gross Rental Revenue, if any. In the future, we may periodically increase or decrease the amount of the Marketing Fee, but it shall not exceed up to 3% of each of Gross Rooms Revenue during the initial term of the Franchise Agreement and Gross Rental Revenue, if any, upon 60 days written notice to you. In no event ~~shall we increase~~will the Marketing Fee increase by more than 0.5% of each of Gross Rooms Revenue ~~per year of the term of the Franchise Agreement. We will provide you with 60 days’ advance written notice of any change to the Marketing Fee amount~~and Gross Rental Revenue, if any, during any given year.

4. Gross Rooms Revenue. “**Gross Rooms Revenue**” means, for each calendar month following the opening date of the Hotel (or pro-rated portion thereof), all revenue, income and proceeds derived from the rental of guest rooms at the Hotel, excluding: (a) free or discounted rooms and upgrades or other “**comps**” that the Hotel collects no revenue or in-kind value for; (b) federal, state, or municipal excise, room, sales, or use taxes, or similar taxes collected from guests and paid to an applicable governmental authority; (c) gratuities, service charges, or similar receipts collected and then paid directly to staff; (d) any sale of fixtures, machinery, or other equipment that is not in the ordinary course of your business; (e) any gift card, coupons, or the like at the time of purchase, but which shall be included in Gross Revenue upon redemption; and (f) any other adjustments to revenue in conformance with GAAP and the Uniform System, but excluding any adjustment that excludes resort fees and the like.

5. CRS Fees. We have implemented a CRS through which guests may make reservations at Hotel System, which you are required to use. Ongoing fees for the CRS are calculated generally on a “Per Transaction” basis, as follows:

Channel	Description	Per Transaction	Addtl. Notes
Call Center Reservation	Reservations made via a reservation agent calling a toll free number based in one of our contracted call centers.	7.4% of booked revenue	Additional languages will be priced separately based on property needs.
Voice agent Application	For reservations created using the call center software application only	\$1.80 <u>1.85</u>	Cost per generated reservation regardless of completion of booking. Additional addendum to agreement is required.

Channel	Description	Per Transaction	Addtl. Notes
Booking engine reservations	Reservations made directly on the hotel's booking page on Desktop or Mobile devices or Margaritaville.com	\$5.20 <u>5.30</u>	Cost per net generated reservation.
GDS Reservations	Reservations made via Global Distribution System used by travel agents worldwide, such as Sabre, Galileo, Apollo, Amadeus or World span.	\$13.00	Cost per net generated reservation.
IDS Reservations	Reservations made via Opaque online travel agencies that require a GDS switch connection to access rates and inventory (like Priceline, Hotwire, etc.)	\$12.00	Cost per net generated reservation.
Channel Connect	Cost per reservations made via Online Travel Agencies like Expedia.com, Booking.com, Hotels.com, etc. This fee is for connectivity only and exclusive of net rates/mark ups.	\$2.75 <u>2.80</u>	Cost per net generated reservation.
CRS Rooming List Upload	Group rooming list reservations uploaded via the CRS.	<u>\$0.85</u>	Cost per net generated reservation.
System Maintenance	Monthly system maintenance and account management fee	\$550.00 <u>560.00</u>	Charged once a month
Annual call center agent training	Mandatory training, required at least one day per year.	\$2,000.00	Per day.

We also make available certain optional services under the CRS, as follows:

Channel	Description	Per-Transaction Pricing	When Payable
Travel agent commission payment automated system	This is an optional platform provided by our CRS provider. It's a settlement solution that needs to be contracted separately. Please reach out to Margaritaville Revenue Strategy team for information.	To be determined in discussions with CRS provider. <u>Pricing is set based on volumes and transaction types by hotel.</u>	To be determined in discussions with CRS provider.
Virtual Call Center Agent	An Agentic AI Solution that answers general hotel inquiries and can make, edit	<u>Implementation Fee \$1,000, Monthly Maintenance Fee \$600, Service time fee \$0.75</u>	<u>Services are optional for use with our call center.</u>

Channel	Description	Per-Transaction Pricing	When Payable
	<u>and cancel room reservations</u>	<u>per minute</u>	

~~These~~ We may increase these CRS fees ~~shall be updated from time to time based on increases in the underlying charges that we pay for the CRS system~~ at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased these fees, plus (2) 20% of the total cost to provide the products and services associated with these fees. We reserve the right to modify or change, in our sole discretion, the CRS system at any time upon sixty (60) days' notice to you.

6. **CRM Fees.** In connection with the CRS, you shall also implement and activate our CRM System, which shall include payment by you of CRM fees, calculated generally on a “**Per Room**” basis, as follows:

Item	Description	Fee per Room
CRM Solution	Customer Data Platform that gathers, cleanses, and assigns data to each guest profile recorded via the PMS. This data includes, but is not limited to: Profile information, preferences, reservation data, revenue, transactions, purchases, social profiles and more.	\$12.00 <u>12.50</u> per room/per month
<u>CRM Email Testing & Quality Assurance</u>	<u>Email deliverability optimization + sender reputation management platform for all partner marketing email sends.</u>	<u>\$75.00 per month</u>
Super-messages	All guest communications generated from a transaction (reservation confirmation, cancelation, change, pre-stay letter/offers and post stay letter/survey) and Marketing emails are programmed from the CRM tool and sent based on business rules established by the Margaritaville Brand.	\$3.00 <u>4.00</u> per 1,000 super-messages sent
CRM Admin User	This is the standard profile that has the maximum permissions and access to the platform. A system administrator can configure and customize the CRM	User license fee is \$100.00 <u>125.00</u> per user/per month

Item	Description	Fee per Room
	application according to specific needs and preferences.	
CRM Read Only User	This profile allows a user to view the CRM org setup, run CRM reports, export them, and view other records without being able to edit them.	Read Only license fee \$50.00 <u>75.00</u> per user/per month
Marketing Cloud Users	Access to all content, shared folders, and tracking in Email Studio. Includes ability to create and execute interactive marketing campaigns. The role permits a user to create, send, and monitor Marketing Cloud journeys and messages and run reports.	One Marketing Cloud license included in monthly fee. Additional license fee of \$50.00 <u>75.00</u> per user/per month

~~These fees shall be updated from time to time based on increases in the underlying charges that we pay for the CRM system~~

We may increase these CRM fees at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased these fees, plus (2) 20% of the total cost to provide the products and services associated with these fees.

7. Database Acquisition and Social Dispersion Tool (Flip.to). You must participate in Flip.to, a marketing platform to reach, inspire and win over travelers, tracked to reservations. The goal is to increase profitability by converting audiences across the entire traveler journey, from pre-stay booking to post-stay experiences. The cost of Flip.to is \$150 per month payable to us as a pass-through fee to Flip.to. This fee may be updated from time-to-time based on increases in the underlying charges that we pay for Flip.to.

8. National Sales Organization. You must participate in our national sales organization with our group sales and marketing services provider (currently Teneo Hospitality Group) which provides certain marketing, sales representation, group lead referral, and other related services as requested by us for implementation with Margaritaville Hotels & Resorts. The monthly fee paid for participating in the National Sales Organization is payable to us as a pass-through fee to Teneo and is separate from your Marketing Fee.

~~9. Comfort Letter. You must obtain a comfort letter or similar agreement that we reasonably specify from each lender, each ground lessor (if applicable), the owner of fee simple title to the Hotel's real property or building and improvements (if you are not that owner), and each other entity with an interest (or any power or right, conditional or otherwise, to acquire an interest) in the Hotel's real property or building and improvements (each a "Comfort Letter Party"). Under this comfort letter or similar agreement, the Comfort Letter Party agrees (among other things) to assume your obligations under the Franchise Agreement (subject to our rights under the Franchise Agreement) if the Comfort Letter Party or any of its affiliates acquires title or otherwise assumes possession, or the right to sell or~~

~~direct the disposition of, the Hotel's real property or building and improvements. We may charge up to \$5,000 for each comfort letter that we negotiate relating to the Hotel. If you pay us a comfort letter fee, it will not be refundable.~~

9. ~~10.~~ Quality Assurance. The Hotel must participate in quality assurance, audit and compliance (including for data security) programs that we periodically develop and modify (collectively, the "**Quality Assurance Program**"). Our representatives may inspect or audit the Hotel at any time, with or without notice to you, at least once a year, to determine whether you and the Hotel are complying with the Hotel System, System Standards, and the terms of the Franchise Agreement, and you will give them free lodging, food, and beverages (subject to availability) during the inspection period. If we determine that the Hotel is not complying with the Hotel System or System Standards, or any other Franchise Agreement provisions, and we instruct you to correct the failures, then you will pay or bear the cost of the Hotel's allocable share of all fees and other costs associated with the Quality Assurance Program to correct the failures to comply. This includes: (a) reimbursing our costs related to your non-compliance, such as fees, travel and living expenses and other costs for administering any necessary actions, follow-up inspections, audits, or re-evaluation visits until you have fully corrected the failures to comply; and (b) paying for meetings and additional System Standards training programs that we specify and require your personnel to attend relating to your non-compliance. These amounts will vary depending on the extent of your non-compliance and may increase if our costs increase. Currently, if you are not compliant with the Hotel System or the System Standards and we choose to require additional inspections or audits to ensure your compliance, then you must pay an escalating fee of up to \$5,000 per visit. We may increase this fee at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.

10. ~~11.~~ Liquidated Damages. The amount of liquidated damages varies depending on when the Franchise Agreement terminates. In the situation that we terminate the Franchise Agreement for cause, the following liquidated damages provisions apply:

If the Hotel had not yet opened for business as of the effective date of termination or does not open ~~within one year of~~ by the required milestone dates (as may be extended pursuant to the terms of the Franchise Agreement), then ~~they~~ you will pay to us liquidated damages ~~are~~ in an amount equal to \$500,000. If the Hotel ~~had~~ has opened for business ~~before~~ as of the effective date of termination, then ~~they~~ you will pay to us liquidated damages ~~are~~ in an amount equal to the ~~product~~ Average Monthly Fees multiplied by the lesser of either 36 or (i) the number of months ~~then~~ otherwise remaining in the term of the Franchise Agreement as of the day prior to the effective date of termination, or (ii) sixty (60). "**Average Monthly Fees**" means: (a) if the Hotel has been operating for at least 24 months, the amount of all Royalties and Marketing Fees due under the Franchise Agreement for the 24 month period before the month of termination or closure (whichever is ~~lower, multiplied by \$35,000~~ earlier) divided by 24, excluding any months during which a force majeure event was occurring; and (b) if the Hotel has not been operating for at least 24 months, the amount of all Royalties and Marketing Fees due under the Franchise Agreement for the period between the Opening Date and the date of termination or closure (whichever is earlier) divided by the number of months between the Opening Date and the date of termination or closure (whichever is earlier), excluding any months during which a force majeure event was occurring. We reserve the right, ~~in our sole discretion, to seek~~ to recover liquidated damages, plus additional actual damages ~~in addition to liquidated and punitive~~ damages if ~~this~~ the Franchise Agreement is terminated as a result of your willful default, ~~including your failure to operate the Hotel according to the Franchise~~

~~Agreement~~, or if the Franchise Agreement is terminated as a result of ~~your~~ transfer to a Competing Brand.

If a governmental agency or other authority condemns or takes by eminent domain a substantial enough portion of the Hotel that, in either your or our commercially reasonable judgement, renders it impractical to continue the development or operation of the Hotel, then either party may terminate the Franchise Agreement upon notice. In such event, you will not owe any liquidated damages. Notwithstanding that fact, if, within 3 years from the effective date of the termination, you, one of your affiliates, or any of your members has an interest in or operates a hotel at the location of the damaged Hotel, and the new hotel is not operated pursuant to a Franchise Agreement with us or one of our affiliates, or managed by us, then you must pay us liquidated damages of \$4,000 multiplied by the number of guest rooms in the Hotel. If the taking is not substantial, then we will agree on a plan for repair, and you shall promptly make whatever changes, restorations, or repairs necessary to ensure the operation or development of the Hotel is not unreasonably delayed.

If you terminate the Franchise Agreement after a fire or other casualty damages the Hotel as provided for in the Franchise Agreement, you will not owe any liquidated damages. If, within 3 years from the date that the termination is effective, you, one of your affiliates, or any of your members has an interest in or operates a hotel at the location of the damaged Hotel, and the new hotel is not operated pursuant to a Franchise Agreement with us or one of our affiliates, or managed by us, then you must pay us liquidated damages of \$4,000 multiplied by the number of guest rooms in the Hotel.

11. ~~12-Taxes and Other Payments.~~ In addition to any sales, use, excise, privilege or other transaction taxes that Applicable Law requires or permits us to collect from you for providing goods or services under the Franchise Agreement, you must pay us or our affiliates all federal, state, local or foreign sales, use, excise, privilege, occupation or any other transactional taxes, and other taxes or similar exactions, no matter how designated, that are imposed on us that we are required to withhold relating to the receipt or accrual of Royalty Fees or any other amounts you pay us under the Franchise Agreement, excluding only taxes imposed on us for the privilege of conducting business and calculated based on our net income, capital, net worth, gross receipts, or some other basis or combination of those factors, but not excluding any gross receipts taxes imposed on us or our affiliates for your payments intended to reimburse us or our affiliates for expenditures incurred for your benefit and on your behalf. You must make these additional required payments in an amount necessary to provide us with after-tax receipts (considering any additional required payments) equal to the same amounts that we would have received if the additional tax liability or withholding had not been imposed or required.

12. ~~13-Dwelling Royalty.~~ All Compass Hotels offering Dwellings must pay the dwelling royalty fee equal to 3% of the gross proceeds received by you for the sale of each Dwelling to be paid at the closing of the sale of the Dwelling from the third-party buyer, as such gross proceeds are listed on the HUD 1 statement or as reflected as the “Due to Seller at Closing” on Line 01, “Sales Price of Property” of a Closing Disclosure (“**Gross Dwelling Revenue**”). The Dwelling Royalty is in addition to the other amounts listed in Item 6. Any agreement with any third-party purchasers of Dwellings shall include terms providing that we may be entitled to receive a royalty based on the revenues received by such purchaser from any re-sale of the Dwellings. ~~We and you shall use good faith efforts to agree on such royalty rate.~~ For avoidance of doubt, the obligation to pay any such re-sale royalty shall be the obligation of the owner and not your obligation.

13. ~~14-Gross Rental Revenue.~~ All Compass Hotels offering vacation rentals of dwellings on the property, whether rented by owner or by you, (excluding time shares and hotel rooms) shall pay us a royalty fee of 5% of the “**Gross Rental Revenue**”, which means all revenue generated through such rentals, excluding: (a) federal, state, or municipal excise, room, sales, or use taxes, or similar taxes

collected from guests and paid to an applicable governmental authority; (b) gratuities, service charges, or similar receipts collected and then paid directly to staff; (c) any royalties, residuals, license fees, sublicense fees, or other related amounts paid to you connected to use of any intellectual property not owned by us or our affiliates; (d) fees paid to third party agents for bookings at the Hotel including dwelling rental bookings, group and event sales; (e) any sale of fixtures, machinery, or other equipment that is not in the ordinary course of your business; (f) any gift card, coupons, or the like at the time of purchase, but which shall be included in Gross Rental Revenue upon redemption; (g) any sale or transfer of all or a substantial part of your assets unless otherwise provided for in the Franchise Agreement; (h) charges paid by you to credit card companies as fees for processing; and (i) any other adjustments to revenue in conformance with the Uniform System.

14. ~~15.~~ Gift Card Program. You must participate in the program for the sale and processing of gift cards at participating locations (the “**Gift Card Program**”) that we have established. You will pay the onboarding and implementation costs for the Gift Card Program, which ~~range from \$3,000–\$10,000, depending on your particular POS and PMS system set up and available amenities~~ is a flat fee of \$5,000. At the time you enter into your Franchise Agreement, you will also enter into a franchisee participation agreement with Givex, the third-party provider of transaction processing and settlement services for the Gift Card Program (the “**Gift Card Participation Agreement**”). A form of the Gift Card Participation Agreement is attached to the Technology Agreement, which is Exhibit E to the Franchise Agreement. When a gift card is redeemed at your Hotel, you will incur a charge of 2% of the amount tendered if the gift card was purchased at your Hotel or at any other Margaritaville-branded physical location. You will incur a charge of 5% of the amount tendered if the gift card was purchased from our website (currently Margaritaville.com/gift-cards) or from a non-branded (third party) location, such as a pharmacy, grocery store or travel agent. Such amount is remitted to us or our affiliates and used to offset the cost of the Gift Card Program. Your Hotel must honor all Gift Card Program rules and policies. We reserve the right to change the program, the costs, the redemption reimbursement amounts, and the calculation factors at any time. To the extent your PMS/POS system provider charges any additional fees in connection with the Gift Card Program, you will be responsible for those costs.

15. ~~16.~~ Margaritaville Metasearch Program. You must participate in Margaritaville Metasearch, a booking channel that facilitates bookings through third-party websites, such as Trivago, Tripadvisor, Kayak, Wego, and Skyscanner, and search engines with travel capabilities such as Google and Bing. Metasearch supports our direct booking channel for the Hotel System. The program is funded through a 15% commission collected by us on booked revenue. The commission amount will be sent monthly as a line item on your Hotel’s CRS invoice. In the event a reservation booked through Metasearch is canceled, the 15% commission will not be refunded. We centrally manage the types of sites we place inventory on for Metasearch. Metasearch is structured as a collective. All commissions go back into Metasearch, and a Metasearch analyst spends the commissions based on his/her analysis of demand and return on investment. The Metasearch analyst’s goal is to achieve break-even status with the program, which means shifting funds around among Hotels and among the campaigns to accomplish that goal.

16. ~~17.~~ Upsell Software. You must use the upsell software provided by our required vendor, which allows you to offer upgrade selections to guests during the pre-arrival period (after booking and before arrival) and during the check-in process (provided by the front desk agents). In order to participate in the upsell software system, you are required to agree to the Upsell Software Terms of Use incorporated by reference into the Technology Agreement. On-going fees for the system consist of a monthly charge of \$225 per month plus \$2.75 per room for the pre-arrival module, and \$225 per month for the front desk module (you may choose one or both of these modules). Additional monthly charges of

\$50 - \$75 may apply, depending on the particular PMS system and size of Hotel. We or our affiliates collect these fees and remit them to the vendor.

~~18. — New General Manager and/or Management Company Transition Fee. This fee covers: (i) our screening costs in connection with a proposed General Manager or Management Company as part of our approval process; (ii) support and training in connection with such transitions; and/or (iii) any documentation that may be needed in connection with such transitions.~~

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Application Fee ⁽¹⁾	\$65,000	Lump sum	Upon executing Franchise Agreement	Us
PIP fee ⁽²⁾	\$0 - \$5,000	As agreed	When designing Hotel	Us
TIP fee ⁽³⁾	\$0 - \$10,000	As agreed	When designing Hotel	Us
Professional services fees (architect, design, market study, engineering, etc.) ⁽⁴⁾	\$450,000 - \$700,000	As agreed	When designing Hotel	Us, architects, engineers, designers, and other professionals
Insurance and Permits, licenses, deposits, and related fees ⁽⁵⁾	\$50,000 - \$150,000	Lump Sum	Before construction begins and before hotel begins operation	Government authorities and utility companies
Training fees and expenses vendor and brand training ⁽⁶⁾	\$35,000 - \$150,000	As agreed	Before and during training	Us and third parties
Construction, improvements, remodeling, and decorating costs ⁽⁷⁾	\$5,000,000 - \$50,000,000	Installments	Before and during construction	General contractor, suppliers and us
Technology ⁽⁸⁾	\$750,000 - \$1,250,000	As agreed	Before and during construction	Suppliers and us
Website Set-Up	\$13,000 - \$43,000	As agreed	Before opening	Us
CRS Set Up ⁽⁹⁾	\$5,000	As agreed	Before opening	Us
CRM Set-Up ⁽¹⁰⁾	\$6,000 \$12,000 <u>8,450</u>	As agreed	Before opening	Us

Type of expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Loyalty Program Set-Up ⁽¹¹⁾	\$5,000	As agreed	Before opening	Suppliers and us
Furniture, fixtures, other fixed assets, and equipment (FF&E) ⁽¹²⁾	\$1,820,000 - \$2,080,000	As agreed	Before and during construction	Suppliers
Operational Supplies and Equipment (OSE) ⁽¹³⁾	\$500,000 - \$1,000,000	As agreed	Before opening	Suppliers
Exterior signs	\$200,000 - \$250,000	As agreed	As incurred	Suppliers
Financial, tax, and legal costs ⁽¹⁴⁾	\$600,000 - \$750,000	As agreed	As incurred	Suppliers
Pre-opening Sales and Marketing ⁽¹⁵⁾	\$150,000 - \$250,000	As agreed	As incurred	Suppliers and us
Photography and Videography	\$50,000 - \$125,000	As agreed	As incurred	Suppliers and us
Medallia Set-Up ⁽¹⁶⁾	\$2,500	As agreed	Before opening	Us
Upsell Software Platform	\$800	As agreed	Before opening	Suppliers and us
Group Sales Referral Platform Program ⁽¹⁷⁾	\$300	As agreed	Before opening	Suppliers and us
Financial Reporting System Set-Up ⁽¹⁸⁾	\$10,000 - \$16,000	As agreed	As incurred	Suppliers and us
Gift Card Program Set-Up ⁽¹⁹⁾	\$3,000 - \$10,000 <u>\$5,000</u>	As agreed	As incurred	Suppliers
Day Pass Reservation System Set-Up	\$500	As agreed	As incurred	Suppliers and us
Contingency ⁽²⁰⁾	\$350,000 - \$500,000	As agreed	As incurred	See Explanatory Note
Additional Funds – 3 Months ⁽²¹⁾	\$300,000 - \$500,000	As needed	As incurred	See Explanatory Notes
TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate costs and site work premiums) ⁽²²⁾	\$10,366,100 - \$57,880,100 <u>\$10,360,550</u> - <u>\$57,855,550</u>			

Explanatory Notes:

None of the fees listed in this Item 7 are refundable. The costs in this chart describe the estimated initial investment for a Hotel with 130 guest rooms, including complimentary breakfast buffet, lobby bar, meeting space and fitness area. The estimate applies to Compass Hotels with and without Dwellings.

1. Application Fee. We describe the Application Fee in Item 5.
2. Property Improvement Plan Fee. We describe the PIP fee in Item 5. This fee will only be due if the Hotel is a remodel of an existing hotel property or adaptive reuse of another building type.
3. Technology Improvement Plan Fee. We describe the TIP fee in Item 5. This fee will only be due if the Hotel is a remodel of an existing hotel property or adaptive reuse of another building type with existing technology systems.
4. Professional Services Fees. These costs include architectural and engineering fees; civil, interior and landscape design costs; survey and environmental costs; fees for other consultants involved in the Hotel's design and construction; and other design costs. The amount varies with the complexity, location and design of the Hotel and the premises on which the Hotel is located. We assume that you will manage the Hotel's development yourself, so this chart does not include estimates for third party development or management fees. We require that you use a licensed, locally qualified project manager, purchasing agent, and general contractor. We also require that you use our designer, currently designated as McBride Designs, or another designer approved by us.
5. Permits, licenses, deposits, and related fees. These costs include fees for all licensing and permits required to comply with federal, state, and local laws, including, without limitation, those laws set forth in Item 1 as applicable to the Hotel. Such costs, include, but are not limited to, permit fees, liquor license, utility deposits and startup requirements, impact fees (one-time charges that the government levies to offset service costs relating to the new development), tap fees (charges for connecting to existing water or sewer lines), and various business licenses. Landlords sometimes pay some of the tap or impact fees, and the amount depends on municipal requirements and the final Hotel configuration. Any liquor license obtained must include beer, wine, and full spirits, as allowable under Applicable Law in the Hotel's jurisdiction. Additionally, you are required to obtain (i) a Sirius XM Radio commercial rights license to play Radio Margaritaville and other theme-appropriate channels and/or a subscription to our audiovisual vendor; (ii) for other music, such other licenses as required by applicable music publishers, record companies, unions, guilds, collecting societies and performing rights organizations (e.g., ASCAP, BMI and SESAC); and (iii) pay all applicable third-party license fees, royalties and other costs due related to those licenses. You must also purchase various licenses for software necessary to comply with our technological requirements, including, without limitation, licenses for certain applications for use in the entire Hotel System.
6. Training expenses for vendor and brand training. This includes all training as described in Items 5 and 11.
7. Construction, improvements, remodeling, and decorating costs. Hotels generally will be located in primary and secondary cities and in high volume resort areas. We do not estimate the cost of real estate or site work premiums because of wide variations among geographic areas and at different sites. Hotel program and square feet requirements vary greatly with each market. The Hotel should be designed to compete effectively in the given market. If we approve your Hotel to include Dwellings, then

you must pay us the Dwelling Royalties as described in Item 6. We do not estimate the amount of these fees because of the wide variations among geographic areas and sites.

The cost of construction varies from site to site depending on the size and nature of the land on which the Hotel is built, the type of construction and materials used, union involvement, regional cost variations, competitive conditions, and other factors. The cost also varies depending on whether the Hotel is a new construction, remodel of an existing hotel, or an adaptive reuse of another type of structure, such as an office building. Generally, remodels and adaptive reuses will be on the lower end of the scale, while we estimate a newly constructed Hotel from our prototype of 130 rooms would cost between \$22,100,000 to \$28,600,000 (i.e., \$170,000 - \$220,000 per key), depending on factors such as size and location (and excluding land). We must approve the final plans, design, and specifications for your Hotel. You must construct the Hotel in accordance with our System Standards. The estimate includes FBR Units, meeting and banquet facilities, public areas, site lighting, swimming pool, exercise room, landscaping, and exterior signs.

8. Technology. Costs for all informational technology in the Hotel, excluding cost of low voltage cabling, TVs in guest rooms, fitness center, conference or meeting spaces, restaurants and public areas, which is included in equipment costs below. These costs include audio visual equipment in any common spaces of the Hotel, High Speed Internet Access (“HSIA”), CRS, CMS, PMS, CRM, ~~financial reporting software~~, music distribution system, electronic door lock system, lighting design and control system, POS System installation fees, and professional services fees for our technology consultants. Costs vary based on the location and size of the Hotel.

9. CRS. We describe the CRS set up fee in Item 5.

10. CRM. We describe the CRM set-up fee in Item 5.

11. Loyalty Program. We describe the Loyalty Program set-up fee in Item 5.

12. Furniture, fixtures, other fixed assets, and equipment. Costs for fixtures, equipment, furnishings, furniture, telephone systems, communications systems, facsimile machines, copiers, signs, PMS, revenue management, in-room entertainment, computer and technology systems, and other similar items we periodically specify for the Hotel (collectively, “FF&E”) depend mostly on the Hotel’s size and configuration, the number and type of guestrooms, the scope and number of FBR Units, the design scheme that is selected, the number and size of meeting and banquet facilities planned, the addition of other amenities, such as a spa, as well as other possible factors. This item covers costs for the FF&E in public areas and corridors, guest rooms, kitchen/bar, meeting rooms, restaurants, spa, if applicable, and service areas (such as laundry). It also includes amounts for telephone and computer equipment, the PMS, POS Systems, interior signage, business center equipment, guest room televisions, laundry room equipment, and exercise room equipment. It also covers fees payable to us for technology-related services and shipping fees, taxes, and freight costs. If we have a designated or approved list of suppliers for FF&E items, then you must purchase from those suppliers as we designated from time to time or through an approved purchasing agent.

13. Operational Supplies and Equipment. Costs for items needed to operate the Hotel, including, but not limited to: 3 pairs of bed linens per room (bottom and top sheet, duvet, decorative cover, pillows, protectors, shams and blankets), 3 pairs of bath and pool terry towels and related supplies, mattress pads/protector, display trays, pillows, china, glassware and kitchen utensils for front of house guest use, disposable food and beverage paper goods, office staff supplies, name tags and uniforms for employees, building maintenance equipment and tools, housekeeping carts, small wares, including amenity trays, garbage cans and ice buckets, irons and ironing boards, luggage racks, closet hangers,

guest room coffee machines, hair dryers, tissue boxes, alarm clocks, bath amenities, and branded printed materials including key card, key card packets, coupons, door signs, compendium and menus. Suites and larger rooms require additional decorative OS&E and serving platters, utensils, china, glass, banquet linens, suppliers, and silverware to outfit as necessary (collectively, “**Operational Supplies and Equipment**” or “**OS&E**”). The OS&E depends mostly on the Hotel’s size and configuration. This item covers all costs for items that will need to be purchased to begin operation of the Hotel. If we have a designated or approved list of suppliers of OS&E items, then you must purchase from those suppliers as we designate from time to time or through an approved purchasing agent, and in all events, you must use our approved OS&E items.

14. Financial, tax and legal costs. This item includes costs for feasibility studies and appraisals, legal and accounting fees, and initial and ongoing financing costs.

15. Pre-Opening Sales and Marketing. This item includes costs for local and regional public relations, costs of opening event, membership fees in local associations, PR agency fees, and other miscellaneous marketing costs that may be incurred in connection with the opening of the Hotel, excluding the costs of video and photography shoots.

16. Medallia. We describe the Medallia set-up fee in Item 5.

17. Group Sales Referral Platform Program. We describe the Group Sales Referral Program set-up fee in Item 5.

~~18. Financial Reporting System. We describe the Financial Reporting System set-up fee in Item 5.~~

~~18.~~ 19. Gift Card Program Set-Up. We describe the Gift Card Program including the set-up fee in Item 6.

~~19.~~ 20. Contingency. This item includes miscellaneous additional opening costs that may arise.

~~20.~~ 21. Additional Funds –3 Months. This item estimates your initial start-up expenses for a period of 3 months after opening (other than the items identified separately in the table) and is based on general experience in the hotel industry and consulting with hospitality experts. These expenses include payroll costs for the Hotel’s personnel prior to opening, funds for marketing and advertising to launch the Hotel, project management costs, general and administrative expense, food and beverage inventory, and cleaning supplies. ~~These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.~~

Food and beverage inventory includes all sources of food and beverages, including but not limited to catering, grab and go, room service, and food and beverage supplies required to run any hotel restaurants and/or bars. If you are granted the right to develop an FBR Unit embodied in the FBR Rider attached here as Exhibit C-1, you will be required to utilize our Core Menu. The food for this Core Menu will be required to be purchased from SYSCO, or another supplier as we designate from time to time and which we estimate will constitute approximately 80% of all food items sold. You must use Entegra as our group purchasing organization for food and beverage purchases. Food items for remaining menu items must be purchased from other suppliers we approve (which include Wolverine, Halperns, Farmer Brothers, and Produce Alliance for different menu items and restaurant concepts). You must use Tri-Mark for restaurant and bar layouts and equipment. Regardless of whether the Hotel includes an FBR Unit, we shall always have approval rights over the menu and the option to designate suppliers for that restaurant

at our sole discretion. All Hotels will be required to purchase non-alcoholic beverages from a designated Coca-Cola products distributor, or another beverage distributor as designated by us from time to time.

21. ~~22.~~ Total estimated initial investment (excluding real estate costs). We have relied on the detailed work and expertise of consultants, affiliates, and employees in developing and operating hotels to compile the estimate for working capital and other figures. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan. The estimate does not include any finance charge, interest, or debt service obligations. No amounts in the chart are refundable.

Compass Hotels will typically be targeted for development in primary and secondary cities (and sometimes tertiary markets) at suburban and center city sites. They will typically range from 130-150 rooms and occupy property of 1-3 acres, but the amount of land the Hotel requires will vary greatly depending upon local building codes, setback requirements, parking requirements and similar factors. Leasing or purchase costs vary widely and depend on geographic location, size, visibility, local rental rates, other businesses in the area, other local economic conditions, the site's market potential, the type of ownership or leasehold interest and other factors. Because of these factors, this table does not estimate the costs for the Hotel's rent or security deposit, or the purchase price for the building or land on which the Hotel is located (if you decide to buy, rather than lease, the land and/or premises).

If you own an existing hotel that you plan to convert from another brand to a Compass Hotel, you might already have incurred many of the costs listed in this Item, but you still will incur significant costs to upgrade and renovate the Hotel to meet our current standards for Compass Hotels. These costs vary widely and depend primarily on the Hotel's existing condition. Before we and you sign the Franchise Agreement, we will prepare a PIP on your Hotel and provide details about our conversion and upgrade requirements for the Hotel.

Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the opening of your Hotel, but do not include real property costs, financing and related costs, or Dwelling Royalties (applicable only if your Hotel includes Dwellings). You should not plan to draw income from the operation during the start-up and development stage of your Hotel. The actual duration of the start-up and development stage for Compass Hotels varies materially from hotel to hotel, and we cannot predict the duration for your Hotel. You must have additional sums available (e.g., cash, bank lines of credit, liquid assets, or other assets against which you may borrow) to cover other expenses and any operating losses you may sustain during and/or after your start-up and development stage. ~~The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including: (a) the rate of growth and success of your business (which will in turn depend upon factors such as the demographic and economic conditions in the area in which your Hotel is located, the presence of other Compass lodging establishments or other public awareness of our business and Licensed Marks within the general vicinity of your proposed Hotel); (b) your ability to operate efficiently and in conformance with our recommended methods of doing business; and (c) competition.~~ Therefore, we urge you to retain the services of an experienced accountant or financial advisor (preferably with substantial experience in the lodging industry) to develop a business plan and financial projections for your particular Hotel.

ITEM 8. **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate the Hotel according to our System Standards, which may regulate, among other things, the types, models, and brands of products and services your Hotel uses; required and authorized products

and services that the Hotel must offer to customers and quality standards for those products and services; and designated and approved suppliers of these products and services, which may include or be limited to us and/or our affiliates that we may designate, in which case you must acquire certain items and services for your Hotel only from us and/or our affiliates at the prices we and they decide to charge. We will provide you with written or electronic copies of all applicable System Standards, which we may update from time to time. In providing these and other products and services to you, we and our affiliates have the right to charge prices that exceed our and their costs and include a profit margin. Other than as listed in this Item 8, there currently are no other products or services for the Hotel that you must buy or lease from us or one of our affiliates or for which we or our affiliates is an approved supplier or the only approved supplier. None of our officers currently owns an interest in any supplier to Compass Hotel franchisees.

You must purchase the insurance coverage that we require from time to time, as described in more detail in the Franchise Agreement and the Manual, from insurance companies that meet our minimum standards. We also specify the minimum amounts of insurance coverage that you must maintain. All insurance policies must name us and others we designate as additional insureds. You must provide us with evidence of your insurance coverage. You must purchase these policies from carriers who are qualified to do business in the jurisdiction in which your Hotel is located and that have a Best rating of at least A. We must approve all insurance companies that you use.

Currently, we require the following types and amounts of insurance coverage:

Insurance Coverages Required During Construction:

Type of Insurance	Coverage Required
Worker's Compensation	Minimum required by state law
Employer's Liability	\$1,000,000
General Liability	\$15,000,000
Automobile Liability	\$2,000,000
Builder's Risk	100% of the completed value of the property
Flood	100% of the completed value of the property (where required)
Earthquake	Not less than 75% of the project's hard cost value (where required)
Pollution Liability	\$1,000,000 (if pollution exposure exists)
Professional Errors and Omissions	An amount commensurate with the risks of the project

Insurance Coverages Required While in Operation:

Type of Insurance	Coverage Required
Comprehensive General Liability	At least \$5,000,000 per occurrence, and \$5,000,000 in the annual aggregate
Business Interruption	An amount covering potential losses under the Franchise Agreement
Automobile Liability	\$5,000,000 (where applicable)
Worker's Compensation	Minimum required by state law
Commercial Property	Covering 100% of the insurable replacement value of the building, its contents and recovery of the net profits and continuing expenses for 12 months
Flood	100% of the completed value of the property (where required)
Earthquake	Not less than 75% of the project's hard cost value (where required)
Boiler and Machinery/ Equipment Breakdown	Not less than 100% of the replacement cost of those items
Crime Insurance	\$250,000 for employee dishonestly
Terrorism	Based on assessment of risks for the property

Cyber Liability	\$3,500,000
Employment Practices Liability	\$1,000,000
Water Park	Based on assessment of risks for the property
Other	As determined on a property-by-property basis

You must also:

1. Use our approved designer, McBride Designs, or another designer we approve to implement the brand design for your Hotel;
2. Purchase all furniture for the hotel, including guest rooms and common areas from a supplier we approve;
3. Purchase all Hotel OS&E from approved brand suppliers;
4. Purchase all non-alcoholic beverages from a local Coca-Cola Bottling Company distributor;
5. Feature Landshark Lager® and other Margaritaville® -branded alcohol beverages as preferred products (among other third-party brands);
6. Obtain and maintain a Sirius XM Radio commercial rights license to play Radio Margaritaville and other theme-appropriate channels and/or a subscription to an approved audiovisual vendor;
7. Use our approved reputation platform provider, Medallia, to measure guest satisfaction using various tools including guest post-stay surveys, social listening, and online reputation scraping;
8. Use our approved quality assurance audit platform, CMX1, to facilitate quality management and compliance;
9. Use our annual employee survey (MSAT) to measure employee satisfaction;
10. Use Cintas for employee uniforms;
11. Use our approved vendors for all Merchandise (if applicable pursuant to an FBR Rider); and
12. Use TAPS, p.s.c. or other approved technology consultant to set up and implement technology systems.

In connection with the breakfast buffet, and any FBR Unit, you must purchase all food items for the Core Menu of such restaurant (approximately 80% of the menu) from SYSCO. [You must use Entegra as our group purchasing organization for food and beverage purchases.](#) Food items for remaining menu items must be purchased from other suppliers we approve (which include Wolverine, Halperns, Farmer Brothers, and Produce Alliance for different menu items and restaurant concepts). You must use Tri-Mark for restaurant and bar layouts and equipment.

We estimate that before operation and during operation of your Hotel you will purchase 80% of the required goods and services from suppliers we approve or designate. Except as we describe above, there

currently are no goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Hotel that you must buy from us, our affiliates, or designated or approved suppliers. However, you must buy or lease most other products and services for your Hotel according to our System Standards. In ~~2024~~2025, the total revenue for our affiliate, Margaritaville Holdings LLC was ~~\$104,455,372. Our affiliate,~~91,968,920. The total revenue Margaritaville Holdings LLC; received ~~revenue from franchisee required purchases and leases.~~
~~In 2024, the total revenue~~ from franchisee required purchases and leases was ~~\$926,257~~1,146,599. In ~~2024~~2025, the percentage of Margaritaville Holdings LLC's revenue received from franchisee required purchases and leases was ~~0.89~~1.25%.

You currently must acquire the PMS, CMS, HSIA, POS System, CRS, CRM, EPP, ~~financial reporting software,~~ music distribution system, video distribution systems, electronic door lock system, lighting control system, RFID chipped wristbands, payment gateway, and gift card solution only from suppliers that we designate. You also must acquire other required systems that we specify from suppliers we approve.

You must purchase or lease, install, and maintain at the Hotel all FF&E and other products that we periodically specify for the Hotel, consistent with the Hotel System. You may not install at the Hotel, without our prior written consent, any FF&E or other products we have not previously approved. We issue and modify our System Standards based on our, our affiliates' and our franchisees' experience in operating Compass Hotels. Our System Standards may impose minimum requirements for delivery, performance, reputation, prices, quality, design, and appearance, among other factors. You must ensure that the Hotel strictly complies with all Applicable Laws and maintains adequate insurance policy coverage in the amounts that we periodically specify. Our Manual (described in Item 11) or other communications will identify our System Standards and/or names of approved suppliers.

We have negotiated purchase arrangements with Merchandise suppliers, excluding price terms, to ensure brand consistency and quality of Merchandise for franchisees that offer Merchandise through an FBR Rider. We do not currently negotiate other purchase ~~agreements~~arrangements for the benefit of franchisees, but we reserve the right to do so in the future. We do not provide material benefits (including, but not limited to, renewal or granting additional franchises) to a franchisee based on franchisee's purchase of particular products or services or use of designated or approved suppliers.

If you wish to obtain any FF&E, supplies, or other goods and services from a source that we have not previously approved, you must send us a written request with any information and samples we consider necessary to determine whether the product, service and source meet our then current criteria. We will review your request and respond to your request within a reasonable time period (typically 30 days) after receiving all the information we need to evaluate the request. We may charge you our costs to review your request and evaluate the proposed product, service and/or source. We may condition our approval on standards and requirements relating to quality, quantity, warranties, prices, volume capability, frequency of delivery, distribution methods and locations, standards of service (including prompt attention to complaints), consistency, reliability, financial capability, labor and customer relations, the willingness and ability to comply with our vendor compliance guide and other criteria. You may not purchase any FF&E, supplies or other goods or services for the Hotel unless we have approved the supplier or, for those goods and services that we do not require you to buy only from designated or approved sources, unless we have confirmed that the goods, services, or supplies meet our System Standards. We may modify our System Standards with respect to our Computing Environment, in our sole discretion. We may, at our option, revoke our approval of certain goods, services, or sources if they fail to continue to meet our System Standards. We may refuse any of your requests if we already have designated a particular source for, or model or brand of, FF&E, supplies or other goods or services that

we (in our sole judgment) determine to be critical to the Hotel System and we do not desire to expand the list of approved sources, models, or brands. We may make this decision as we deem best.

We do not currently have any purchasing or distribution cooperatives.

We and our affiliates may receive rebates, commissions, payments, benefits, and other material consideration from suppliers on account of their actual or prospective dealings with you and other franchisees and owners of Compass Hotels. We have negotiated to receive a research and development fee from a food buy program that we will offer our franchisees that enter into an FBR Rider. Participating franchisees will share in allowances from the program based on their purchases and this is not a rebate program for us. In ~~2024~~2025, we received no such rebates, commissions, payments, benefits, or other material consideration. ~~Some food and beverage purchases are handled by our licensee, IMCMV Holdings, Inc. ("IMC"). This has made volume discounts available and resulted in lower prices to all parties. Those rebates have been retained by IMC. If a franchisee wishes to purchase food and beverage products without IMC, the prices for such purchases may be higher, as a volume discount may not apply.~~ Margaritaville Enterprises (or its affiliates) may receive certain royalties in connection with the use of trademarks and other intellectual property owned by Margaritaville Enterprises in connection with certain products sold or otherwise used at the Hotel, through license agreements with third parties.

You also must participate in and comply with the terms of all of our mandatory marketing, reservation service, rate and room inventory management, advertising, cooperative advertising, guest frequency, social responsibility, discount or promotional, customer award, customer loyalty, branded credit card programs, gift card programs, Internet, computer, training, website/CMS platform and analytics, social media platforms and structure, group sales referral programs and platforms, amenity day pass and upsell software, photography and videography programs, ~~financial reporting~~ and operating programs, including ~~(i) a PMS that interfaces with the CRS or any other central reservation system we periodically adopt; and (ii) a financial reporting software or service of our choosing to interface with the Hotel's POS System and PMS and transmit to us real time data related to revenue and overall hotel performance.~~ You must also have a dedicated public relations resource approved by us. We reserve the right to collect any and all data and information that relates to the overall performance of the Hotel. We may periodically establish and/or coordinate these programs with third parties we designate. These third parties might (but need not) be our affiliates. You must sign and comply with any license, participation, and other agreements we periodically specify relating to these programs.

You may not make any material changes to the Hotel's construction, including any changes to any structural or life safety equipment or systems, the number and/or type of guest rooms or common areas, or any architectural features, without our prior written consent and complying with our conditions and procedures. We may periodically require you to upgrade or renovate the Hotel, including by altering the Hotel's appearance and/or replacing a material portion of improvements and/or FF&E, to comply with then current building décor, appearance, trade dress standards and other aspects of the Hotel System that we have established and then require for new similarly situated Compass Hotels. This upgrading or renovation might require you to invest additional capital in the Hotel and/or incur higher operating costs. You must implement the upgrading and renovation within the time period we request, regardless of their cost or the point during the Franchise Agreement's term when we require you to do so, as if they were part of the Franchise Agreement when you signed it. However, all of these upgrades and renovations will apply to similarly situated Compass Hotels. Notwithstanding this requirement, we may use our business judgment to determine that a reasonable deviation from such standards should be allowed for a particular Compass Hotel due to the market area or circumstances of that particular hotel.

ITEM 9.
FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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.

* For purposes of the table below: “FA” refers to the Franchise Agreement, “DR” refers to the **Dwellings Rider**, “FBR” refers to the **FBR Rider**, and “AR” refers to the **Amenities Rider**.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/ lease	Preliminary Statement	Item 11
b. Pre-opening purchases/leases	Sections 2.03-2.09, 4.07 (FA)	Items 5, 7, and 8
c. Site development and other pre-opening requirements	Article II (FA); Section 3.2 (FBR)	Items 7 and 8
d. Initial and ongoing training	Article III (FA)	Item 8
e. Fees	Article VI (FA); Section 3.3 (FBR); Section 3.2 (AR); Article 5 (DR)	Items 5, 6, and 7
f. Compliance with standards and policies/operating manual	Section 3.02, Article IV (FA); Article 4 (FBR); Article 4 (AR); Article 4 (DR)	Items 8, 11, 15, and 16
g. Trademarks and proprietary information	Article VIII (FA); Article 3 (FBR); Article 3 (AR); Article 3 (DR)	Items 13, and 14
h. Restrictions on products/services offered	Section 4.07 (FA); Section 3.2 (FBR); Section 3.2 (DR)	Item 8
i. Warranty and customer service requirements	Section 4.15 (FA)	Items 6, 8, 11, and 15
j. Territorial development and sales quotas	Article II (FA)	Item 12
k. Ongoing product/service purchases	Section 4.07 (FA); Section 3.2 (FBR)	Item 8
l. Maintenance, appearance, and remodeling requirements	Sections 2.02-2.06, 4.06, 4.21, Article V (FA)	Items 7, 8, and 11
m. Insurance	Section 10.05 (FA); Section 6.8	Item 8

Obligation	Section in agreement	Disclosure document item
	(DR)	
n. Advertising	Article V (FA); Section 4.1 (DR)	Items 6 and 11
o. Indemnification	Article X (FA); Section 6.7 (DR)	Item 6
p. Owner's participation/ management/staffing	Sections 4.03-4.04 (FA)	Items 11 and 15
q. Records and reports	Articles VI-VII (FA)	Item 11
r. Inspections and audits	Sections 4.17, 7.02 (FA)	Items 6 and 11
s. Transfer	Article XII (FA)	Item 17
t. Renewal	Sections 1.03-1.05 (FA)	Item 17
u. Post-termination obligations	Article XVI (FA)	Not applicable
v. Non-competition covenants	Article IX (FA)	Item 17
w. Dispute resolution	Article XVII (FA)	Item 17
x. Honoring guest room rates	Section 4.06(c)(xi) (FA)	Item 16
y. Guarantor net worth threshold	Section 2.12 (FA)	Item 15
z. Guaranty	Section 2.12 (FA)	Item 15
aa. Right of first offer	Section 12.03 (FA)	Not applicable

ITEM 10.
FINANCING

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

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

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

Before the Hotel opens for business, we or an affiliate will:

1. Review and accept or reject the site for your Hotel. We do not select the site for your Hotel. It is your responsibility to select a potential site, but ~~we~~you must ~~accept~~obtain our acceptance of the site. A site must be selected before you enter into a Franchise Agreement. We generally do not own or lease the premises for you. We strongly urge you to hire independent consultants to

analyze and investigate your proposed site. In accepting or rejecting a site, we will consider the potential site's location, visibility, accessibility, and proximity to commercial, residential and tourist centers. Additional factors include size and layout of the facility, tenant mix of surrounding properties, market trends and lease terms, and our other criteria. (Franchise Agreement, Preliminary Statement)

You must start and complete construction and open the Hotel according to the timetables referenced in Sections 2.06 and 2.08 of the Franchise Agreement. You may request one or more extensions of time by giving us written notice and paying an Extension Fee. We will inform you of the length of the extension if and when we grant it. We will refund the Extension Fee only if we deny the extension. If we grant the extension, then the Extension Fee will not be refundable.

2. Review and approve the overall scope and scale of the project, including all proposed uses of the Compass Intellectual Property for the Hotel. We will approve the scope and scale of the project before you sign the Franchise Agreement and will approve proposed uses of the Compass Intellectual Property as they arise. (Franchise Agreement, Sections 2.02-2.06, 2.10, Article V, and Article VIII)
3. Review and approve the type, concept, and the design elements of any FBR Unit located at the Hotel, including, but not limited to any Margaritaville-branded restaurant, bar, and/or retail concept you are granted the right to operate pursuant to an FBR Rider. We will also approve the menus and concepts associated with any other FBR Unit and all tenants of commercial spaces in the Hotel (including those tenants or third-party operators providing amenity services to the Hotel) and the leases associated with these tenants. (Franchise Agreement, Sections 2.03 and 4.06; FBR Rider; Articles 3 and 4)
4. Review and approve: (a) all preliminary and final plans and specifications for the Hotel and all furniture, fixtures and equipment; (b) the identity and qualifications of all contractors, designers, architects and consultants you propose for preparation of preliminary and final plans and specifications for the Hotel and the construction of the Hotel; (c) all menus; (d) a sample guest room containing all finishes, furniture, fixtures and equipment, decorative items and other furnishings; (e) technology plans, systems and designs; and (f) all such other information regarding the Hotel as we may reasonably request. You must obtain our approval of these items before construction begins. For the items listed in subsection (d) above, we will provide you with written specifications for these items, including a list of approved suppliers. We do not deliver or install any of the items listed in subsection (d) above. (Franchise Agreement, Sections 2.02-2.06, and 2.09-2.10)
5. Provide branded marketing and advertising materials and toolkits for your purchase and use. (Franchise Agreement, Sections 5.10 and 5.11)
6. Approve all proposed uses of Compass Intellectual Property. (Franchise Agreement, Sections 5.01-5.09, and Article VIII)
7. Provide initial training to your management personnel before the opening date for your Hotel that we consider necessary for the proper operation of your Hotel. (Franchise Agreement, Section 3.01) See Section below entitled "**Training**" for additional information.
8. Provide specifications and/or all required application software to you for your property systems. (Franchise Agreement, Sections 4.05 and 4.07-4.10)

9. Make available to you the Manual in computerized form via a secure internet website. The current table of contents for our Manual is included as Exhibit D. The Manual is currently 105 pages. In the event of any dispute related to the contents of the Manual the master copy of the Manual we maintain at our principal office shall control. We may modify the Manual from time to time. You must comply with the Manual, including all modifications we make to the Manual. (Franchise Agreement, Sections 3.02 and 4.01; FBR Rider, Section 4.2)
10. Provide you with the specifications for the computer software and hardware required for the CRS, CRM software, and Loyalty Program. (Franchise Agreement, Section 4.08-4.10, 4.19). See Section below entitled “**Computing Environment**” for additional information about the CRS.
11. Provide you with pricing guidance such as our “**best price guarantee**” and related policies regarding room rates. See Item 16 for additional information on room rates. You are solely responsible for room rates. (Franchise Agreement, Section 4.08)

During the operation of your Hotel, we or an affiliate will:

1. Periodically, and at our option, provide additional training programs to the Hotel’s management personnel. (Franchise Agreement, Section 3.01)
2. Conduct periodic inspections of the Hotel and otherwise maintain the Quality Assurance Program for the Compass Hotel franchise network. (Franchise Agreement, Section ~~4.17~~[4.14](#))
3. Advise you periodically regarding the Hotel’s operation based on your reports or our evaluations and inspections. (Franchise Agreement, Section ~~4.15~~[4.14](#))
4. Maintain and administer the Marketing Program. (Franchise Agreement, Section 5.10). See Section below entitled “Marketing Program” for additional information.
5. Provide you access to the Manual and inform you of periodic updates as they occur. (Franchise Agreement, Sections 3.02 and 4.01)
6. Let you use the Compass Intellectual Property in accordance with the Franchise Agreement and the Manual. (Franchise Agreement, Article VIII)
7. Let you use our Confidential Information and Copyrighted Material in accordance with the Franchise Agreement and the Manual. (Franchise Agreement, Article XI)
8. Take all actions we deem reasonably necessary to protect and promote the trademarks, the Hotel System and the operations and goodwill of the Hotel. (Franchise Agreement, Sections 8.10-8.11)
9. At our option, hold an annual convention for all or a certain group of Compass Hotels and/or all or certain other Margaritaville-affiliated hotels at a location we periodically designate. (Franchise Agreement, Section 3.01)

In providing the pre-opening and post-opening assistance and the other services described in this Item 11, we act only in an advisory capacity. ~~We are not responsible for: (i) the adequacy or coordination of any plans or specifications; (ii) the structural integrity of any structures or the systems thereof; (iii) compliance with Applicable Law such as the ADA and any building code of any governmental authority;~~

~~(iv) compliance with any insurance requirement; or (v) obtaining any necessary permits. All of these items are your responsibility, and you must pay all associated costs. (Franchise Agreement, Section 2.10)~~

Marketing Program

In consideration of your Marketing Fee, we will administer the Marketing Program. We will use the Marketing Fee in a manner that we determine, in our sole discretion, to be in the general best interests of the Hotel System. For example, we may use the Marketing Fee in the following manners: (i) conducting local, regional or national advertising, promotional or brand building programs of any kind; (ii) developing, maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (iii) public awareness of any of the Compass Intellectual Property; (iv) public and consumer relations and publicity; (v) brand development; (vi) research and development of technology, products and services; (vii) website and application development and search engine optimization; (viii) development and implementation of quality control programs; (ix) changes and improvements to the Hotel System; (x) the fees and expenses of any advertising agency we engage, in our discretion, to assist in producing or conducting advertising or marketing efforts; (xi) any other programs or activities that we deem necessary or appropriate to promote or improve the Hotel System; and (xii) our or our affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in connection with promotional, marketing or advertising efforts or any of the foregoing activities, including working with public relations firms, advertising agencies, advertising placement services, and creative talent. Our ability to use the Marketing Fee on any of the foregoing products or services does not reduce or negate your obligation to separately pay for those products or services as otherwise provided in this Item 11. We retain sole authority to direct the Marketing Program, with sole control over the creative concepts, materials, and media used and the placement and allocation of marketing programs. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate. We do not use any marketing funds from your contributions principally for the solicitation of new franchisees.

We currently do not, and are not required to, maintain the Marketing Fee in a separate account from our other money. We are not required to expend any specific funds from the Marketing Fee on the area or territory for your Hotel. Other franchisees may not be required to pay the Marketing Fee, may be required to pay a different Marketing Fee, or may be required to contribute to a different advertising fund. We have no obligation to make expenditures from the Marketing Fee that are equivalent or proportionate to your Marketing Fee, ensure that you benefit directly or proportionately or in any amount from the placement of advertising, or ensure that any advertising impacts or penetrates your area. In the calendar year ended December 31, ~~2024~~2025, ~~16.16~~46.99% of the Marketing Fees were used for digital media promotion, including websites, social, email marketing, and digital ads; ~~2.03~~4.34% for creative services and content development, including graphic design, video production and podcast; ~~33.64~~15.08% for events, including sweepstakes and contests, charitable events, and pickleball tournaments; ~~4.49~~5.12% for public relations, ~~18.73~~26.75% for hotel performance support, including photoshoots, customer service email support, ~~23.94~~0.75% for media support from Radio Margaritaville, and ~~1.02~~0.97% for administration. The foregoing figures have been rounded to the second decimal place. If we do not spend all of the Marketing Fee in the calendar year which it accrues, then those funds will roll over to be expended in the following year. We may have the collections and expenditures audited, with the expenses of the audit being paid for out of the Marketing Fee, by an independent certified public accountant we select. We will provide you with an unaudited statement of the operations of Marketing Fee expenditures within 30 days of your written request. Any amounts that we or our affiliates contribute to the Marketing Fee will be considered a loan and we and/or our affiliates will have the right to be reimbursed from the Marketing Fee in any amounts that we advance to the Marketing Program. There are

no advertising councils composed of franchisees. However, we may form these advertising councils. You are not required to participate in an advertising cooperative.

You must advertise and promote the Hotel in a commercially reasonable manner and participate in any systemwide marketing and promotional programs we periodically establish.

Local Advertising

We currently do not require you to expend a certain amount on local advertising, but we expect that you will conduct local advertising. Before you use them, you must obtain our approval of all advertising, marketing, promotional, and public relations plans, programs, and materials that you desire to use or in which you or the Hotel desire to participate and which reference any of the Compass Intellectual Property. This includes any materials or use of the Compass Intellectual Property in digital, electronic, computerized, or other form, such as on a Travel Services Website. If you do not receive written approval within 15 business days after we receive the materials, they are deemed rejected. You may not use any advertising, marketing, promotional, or public relations materials or engage in any plans or programs which reference any of the Compass Intellectual Property that we have not approved. You must discontinue using any previously approved materials and engaging in any previously approved plans or programs within the timeframe we specify after you receive written notice from us.

Hotel System Website

In addition to the Marketing Program, we will undertake the ongoing development and maintenance of a website for Compass Hotels (and, at our option, other Margaritaville-affiliated hotels) (the “**Hotel System Website**”) in consideration for a monthly fee (the “**Property Website ~~Package~~ Hosting Fee**”). We will provide each Compass Hotel a separate webpage on the Hotel System Website which shall be converted to a “Hotel Website” in exchange for your payment of the Property Website ~~Package~~ Hosting Fee. In such event, the Hotel Website shall be deemed part of the Hotel System Website. You must periodically provide us (or our designee) all information and other materials concerning the Hotel that we periodically request relating to the Hotel Website and promptly notify us whenever any information concerning the Hotel on the Hotel Website is no longer accurate. By providing Hotel-related information and materials, you are representing to us that they are accurate and not misleading and do not infringe any third party’s intellectual property or other rights. We have the final decision about all information or materials appearing on the Hotel System Website, including the Hotel Website. We own all intellectual property rights and other rights in and to the Hotel System Website, including the URL and all information and materials on the Hotel Website, the log of “hits” by visitors, and any personal or business data that visitors supply (except as otherwise provided in Item 14), or the Hotel System Website obtains. In exchange for your payment of the Property Website ~~Package~~ Hosting Fee, and after development and launch, you will be given access to maintain and control your Hotel Website on the Hotel System Website, under our guidelines and restrictions. We may implement and periodically modify System Standards for the Hotel System Website, use the Property Website ~~Package~~ Hosting Fee to develop or maintain the Hotel System Website and/or its content, and discontinue the Hotel System Website and/or any of its content (including separate webpages for participating Compass Hotels) at any time.

Unless and until you obtain our prior approval, you may not develop, maintain or authorize any website or other electronic medium, including any apps (other than the Hotel System Website) that has the word “Margaritaville,” any similar word, or any of the Compass Intellectual Property, as part of its domain name or URL or that accepts reservations for the Hotel (other than through an approved link to a Hotel System Website) or otherwise sells any products or services associated with the Hotel or any of the

Compass Intellectual Property. You may not develop, maintain, or authorize any other website, app, distribution platform, other online presence or other electronic medium that describes or in any other way promotes the Hotel or displays any of the Compass Intellectual Property. You may not purchase any web domains or claim any social media handles for your Hotel, including owning or controlling any DNS records. We will claim and purchase all related domains and retain ownership of them while granting you access as per our policies and guidelines. Subject to our approval, you may use social media (which includes Facebook, Tik Tok, X (f/k/a Twitter), Instagram, Snapchat, YouTube, and similar online social media platforms) in conjunction with advertising or marketing your Hotel, in compliance with our social media policy as set forth in the Manual or otherwise in writing. With our approval in our sole discretion you may authorize any Travel Services Website to list and promote the Hotel together with other hotels. A “**Travel Services Website**” is a website that a third party (which is not your affiliate) operates that promotes and sells travel-related products and services for a number of hotel brands, including other Margaritaville-affiliated hotels. You must submit to us for our approval all proposed uses of the Compass Intellectual Property, references to the Hotel, links to a Hotel System Website, and other information concerning a Travel Services Website. We will not unreasonably withhold our approval of your use of a Travel Services Website. We may implement and periodically modify, and you must comply with, System Standards relating to any Travel Services Websites and other electronic uses of the Compass Intellectual Property, and may withdraw our approval of any website, other online presence or other electronic medium that no longer meets our System Standards. (Franchise Agreement, Sections 5.12 and 5.13).

Loyalty Program.

You must participate in the Loyalty Program and contribute fees set forth in Items 5, 6, and 7. You must provide at least 6 rewards (“**Perks**”) for members to choose from. These fees and costs are in addition to the Marketing Fee you are required to pay us.

Computing Environment.

You must use the computer hardware, software, cabling, and related equipment (“**Computing Environment**”) that we periodically designate to operate the Hotel. The Hotel will use the Computing Environment to administer the CRS and PMS; automate front desk registration/cashiering, telephone switchboard, housekeeping, and accounting functions; record and track sales and labor data; run the POS System, electronic door lock system, RFID chipped wristbands, payment gateway, gift card solution, in-room entertainment, sound, and related systems; and perform a variety of other management and reporting functions. To meet our current System Standards, you must install the following systems: PMS, HSIA, POS System, CRS, CRM, CMS, EPP, music distribution, video distribution, revenue management system, electronic door locks, lighting control systems, in-room interactive speaker, in-room television/video solutions, telecommunications, human resources systems, food and beverage systems, and back office financial systems. The Computing Environment will generate and store revenue, cash, payment, labor, and all other operational data relating to the Hotel and its operations. Based on our current requirements for a 130-room Compass Hotel, we estimate that it will cost approximately \$750,000 to \$1,250,000 for you to acquire and install the Computing Environment at the Hotel, which includes fees for our required technology consulting firm. We may modify our System Standards in this area as we deem best. You must obtain our prior approval for installation of any technology platform or system not included in our System Standards.

You currently must acquire the PMS, POS System, CRM, CRS, CMS, EPP, HSIA, Music/Video Distribution systems, ~~financial reporting systems~~, electronic door lock systems, lighting control system, and certain other components of the Computing Environment only from our designated vendors. [There may be additional required technology if you execute Riders in connection with the Franchise](#)

Agreement. Currently, the PMS is provided by Infor and has a current ongoing operational cost of ~~\$11.70~~12.00 per room per month after installation. Currently, the HSIA Portal and Network system is provided by Allbridge and has a current ongoing operational cost of \$2.25 per room per month after installation. Currently, the POS System is provided by InfoGenesis and has an annual operational expense of \$12,000 after installation. All fees for the PMS, HSIA, and POS System are payable directly to the suppliers. Currently, the CRM is powered by Salesforce and has monthly subscription fees of approximately ~~\$12~~12.50 per room after installation. That vendor will also provide upgrades and updates to its licensed software if we approve them. Upon implementation of the CRM, you will be given access to maintain and control your Hotel CRM and to compose email marketing messages on the CRM system, under our guidelines and restrictions. Currently, the ~~CMS system is provided by Cendyn and has a current ongoing operational cost of \$1,200 per month~~ongoing fees for the CRS are charged on a “per transaction” basis and vary by type of transaction after installation (see Note 5 to Item 6). Currently, the ~~financial reporting~~CMS system is provided by ~~Infor d/EPMCendyn~~ and has a ~~fixed annual fee of \$4,500. There is also an annual fee of \$2,000 per user in Year 1, and \$600 per user thereafter~~current ongoing operational cost of \$1,300 per month after installation. Currently, the music/video content provider is JukeVision and has a current ongoing operational cost of \$450 per month for three video players. Currently, the in-room TV/video solution for guest entertainment is provided by AllBridge and has a current ongoing operational cost of \$4 - \$8 per room per month. Our required systems for lighting design/control, audio distribution and telecommunications systems vary by property depending on size and room count. You also must acquire maintenance from other required vendors. These annual estimates are based on a 210-room Hotel. No other party, including us, has an obligation to provide ongoing maintenance, repairs, upgrades, or updates to the Computing Environment.

You may choose vendors for other systems from a list of approved vendors that we will provide to you.

We may periodically require changes, upgrades, or updates to the Computing Environment. No contract limits the frequency or cost of changes, upgrades, or updates. We or our affiliates may charge you reasonable fees for software or other technology that we license to the Hotel and for other Computing Environment maintenance and support services that we or they periodically provide to the Hotel, for example, revenue management system and PMS enhancements. You will provide us with independent access to the information that the Computing Environment generates and tracks upon or request. Notwithstanding the foregoing, however, we shall own and have access to all information generated by the PMS, POS System, CRS, CMS, EPP, HSIA portal, the Loyalty Program, ~~financial reporting systems~~ and CRM. (Franchise Agreement, Sections 4.05, 4.08, and 4.09)

Any personally identifiable data and financial (credit card) data that you might collect through the use of these systems must be collected, stored, and utilized in compliance with all state and federal data privacy and protection laws, including PCI standards. Additionally, you must comply with the data protection and collection policies that we may establish from time to time, which shall be reflected in the Manual. As between us and you, we own all data that you may collect through the use of the Computing Environment. You also agree to provide us with access to all such data in your possession or control on a regular basis, and we will have the right to access your Computing Environment upon request to review and retrieve all such data.

Hotel Opening.

If you are developing a new 130 room Hotel, including by adapting an existing building to a new use as a hotel, we estimate that you will open the Hotel approximately 18 to 24 months after executing the Franchise Agreement. If you are converting an existing 130 room hotel from another brand to a Compass Hotel, we estimate that you will open the Hotel approximately 6 to 12 months after executing the Franchise Agreement. The interval depends on the time it takes for you to finalize acquisition of the

Hotel's premises (if applicable), the lengthiness of the permitting and licensing process in the locality, the suitability of the site, weather, the location, and condition of the premises (including the premises' former use) and the construction schedule for the Hotel. You must open and begin operating the Hotel within 24 months after signing the Franchise Agreement for a new Hotel and 12 months after signing the Franchise Agreement for converted hotels (unless we agree to a longer period before we and you sign the Franchise Agreement). You also must meet various interim deadlines for the Hotel's development. If you do not meet these requirements, then you must pay the \$10,000 extension fee to us and request an extension, which we may grant or deny at our option. If we approve the extension, we will set a new opening deadline, the extension fee is non-refundable, and we may (at our option) require you to modify any previously-approved detailed plans, or renovation plans or the PIP or TIP (as applicable), to comply with the then current design, equipment, and other aspects of the Hotel System. If you do not open the Hotel by the required completion date, we may terminate the Franchise Agreement.

You may not open or begin operating the Hotel under the Compass Intellectual Property until: (1) you have provided us with, and we have approved your operating guide; (2) you have properly developed and equipped the Hotel in compliance with the Franchise Agreement and all Applicable Laws; (3) Hotel personnel have completed all pre-opening training to our satisfaction; (4) you have paid all amounts then due to us and our affiliates; (5) you have obtained all required certificates of occupancy, licenses and permits to operate the Hotel; (6) you have given us copies of all required insurance policies or other evidence of insurance coverage and payment of premiums we request; (7) you have given us certifications concerning the Hotel's construction; and (8) we have conducted a pre-opening inspection and approved the Hotel for opening under the Compass Intellectual Property.

You must open and begin operating the Hotel under the Compass Intellectual Property within 10 days after receiving our authorization, which we will not unreasonably withhold or delay. We may terminate the Franchise Agreement if you do not meet these deadlines. You must indemnify us for costs and expenses we incur because of your failure to open on time, including amounts we pay to customers whose reservations are canceled. (Article II of Franchise Agreement)

Training.

Our current required initial training program includes both off-site training for the Key Personnel and on-site training for all personnel. Except for the optional training we describe below, all initial training is mandatory, occurs on an individual, as-needed basis according to the development and construction schedule of your Hotel, and must be completed to our satisfaction. Our Hospitality Department administers and directs all of our initial training in coordination with our corporate operations team. Dan Leonard, our President, Hospitality, leads the Hospitality Department. He has over 30 years of experience in the hospitality industry and over 26 years of experience with us and our affiliates in operations and learning roles. Brad Schwaeble, our Chief Operating Officer, Hospitality, is responsible for the opening, brand operations and brand compliance of our hospitality business. He has 25 years of experience in the hospitality industry and over 26 years of experience with us and our affiliates in operations and learning roles. Cate Farmer, our Senior Vice President, Hotels and Resorts, has 30 years of experience in the hospitality industry, including over 10 years with us and our franchisees in operational roles. Adam Bocken, our Vice President of Training and Development, is responsible for administering our training programs. He has over 16 years of experience with us and our affiliates in training and HR roles. We also have a staff of training professionals who conduct various training programs. These staff members typically have at least 10 years of experience in the hospitality industry and at least 5 years of experience with us or our affiliates. The Manual, videos, charts, pamphlets, and other training aids serve as the instructional materials for the training programs. You must pay us the expenses described in Item 5 and 6 and all travel and living expenses (including travel, lodging, food and

beverage, and miscellaneous charges) for your personnel. We estimate that the total costs for initial training and related expenses, including any optional initial training costs, will range from \$35,000 to \$150,000. These payments are not refundable.

Offsite Training.

This initial training will be provided by us at a mutually agreed upon Compass Hotel or other Margaritaville-branded venue. This training is required for Key Personnel. The training lasts approximately three weeks and should be completed no later than 30 days prior to opening. You will be responsible for all costs associated with the trainees, including, but not limited to, wages, salaries, housing, travel-related expenses and per diem charges incurred by trainees, subject to a mutually agreed upon budget for those costs. You will not, however, be responsible for costs or expenses related to the training venue or the venue’s employees.

TRAINING PROGRAM

Management Training – Offsite

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Compass Culture/ History	2	1	Franchisor-selected Margaritaville-branded venue
Compass Procedures FOH	1	16	Franchisor-selected Margaritaville-branded venue
Compass Procedures BOH	1	8	Franchisor-selected Margaritaville-branded venue
Compass Procedures Management	3	8	Franchisor-selected Margaritaville-branded venue.
Total	7	33	

Task Force Training.

For the final part of our required initial training program, we will provide to you a task force to assist in on-site pre-opening training for the Hotel to occur approximately 30 days prior to opening. That task force may include personnel employed directly by us or personnel from existing Compass Hotels or other Margaritaville-branded venues. We will be responsible for any costs associated with our personnel, while you will be responsible for any other costs relating to the task force, including costs related to personnel from existing Compass Hotels or other Margaritaville-branded venues. The task force takes place on dates and times mutually agreed upon by you and us. The task force training typically lasts between 10 to 14 days, although we may (at our option) conduct this training on more than one visit. There is no fee for the training by the task force , but you will cover the expenses for our personnel to provide the training.

Further, if you are not able to demonstrate compliance with our System Standards, as determined in our sole discretion, after 14 days of training at your Hotel, then our trainers may stay longer until you are able to demonstrate compliance with our System Standards, as determined in our sole discretion. In such event, you will be required to pay \$500 per day per trainer for each additional day they remain until you become compliant with System Standards, in addition to the task force's additional expenses associated with their extended stay. There is no set outline for this on-the-job training. The task force will generally focus on training personnel on the System Standards and service consistent with the Hotel System.

Other Initial Training Programs.

We also currently offer additional initial training for various members of your Hotel's staff after the Hotel opens. These additional training opportunities may include personnel employed directly by us or personnel from existing Compass Hotels or other Margaritaville-branded venues providing training to your personnel onsite. You will be responsible for all costs related to this additional training, including lodging and per diem for the training personnel. We estimate that these costs will typically be between \$1,000 to \$5,000 per instance but could be more depending on the breadth of support that you require.

If any member of the Hotel's Key Personnel ceases to hold that position, you (or the approved management company) must have his or her replacement attend and successfully complete the applicable brand standard training programs that we reasonably specify, some of which we describe above, within 90 days (or a longer period we periodically designate) after assuming his or her position. We may charge fees for this training, and you must pay all travel and living expenses. If we determine that any Hotel personnel have failed to satisfactorily complete any training program, you (or the approved management company) must immediately hire a substitute and promptly arrange for that person to complete training to our satisfaction.

We may, at the times and places we deem best, require the Hotel's Key Personnel and other personnel to participate in regional and national meetings and other brand standard training programs that we periodically specify. These individuals must attend any supplemental training within the time period we reasonably specify (currently 180 days) after you receive notice from us. We also may, at our option, periodically offer various optional training programs. You must pay our fees for these programs. We do not currently charge a fee for the regional and national meetings, but reserve the right to do so in the future. You must pay all your personnel's travel, living and other expenses (including local transportation expenses), and compensation relating to these training programs and conventions. (Franchise Agreement, Section 3.01)

ITEM 12. **TERRITORY**

Location of your Hotel.

You will be granted the right and license to develop, operate, own, and manage your Hotel, and possibly one or more FBR Units, Dwellings and/or other Amenities (collectively "**Selected Amenities**") using the Compass Intellectual Property at the location that you select, and ~~we accept~~ [obtain our acceptance of](#). Your rights to use the Compass Intellectual Property are limited to the establishment, operation, and promotion of one Hotel (and, if applicable, the Selected Amenities) at and from the site that you select, and we accept as specifically provided in your Franchise Agreement. You may not relocate your Hotel without our approval. We would consider allowing you to relocate your Hotel if it is damaged or destroyed by fire or other casualty or rendered inoperable due to condemnation or other zoning or legal impediments. Factors that will go into this decision include the cost of rebuilding in the current location,

the location of other Margaritaville-branded hotels and venues, and the appropriateness of any potential new location for a Compass Hotel.

Territory and Competition.

You may operate your Hotel only from the site that you select, and we accept. In special circumstances, when in our sole judgment, special considerations warrant, we may grant exclusive or protected areas where another Hotel may not be franchised. These special circumstances shall only apply to a specific site and for the franchising of only a single Hotel.

Unless such special circumstances exist, as determined by us, and we explicitly agree, you will not receive an exclusive territory. You may face competition from other franchisees from outlets that we own, or from other channels of distribution or competitive brands that we or our affiliates control.

In certain circumstances, we may agree to provide you with an “Area of Protection” within the Franchise Agreement. We typically define the Area of Protection as the immediate area surrounding the Hotel, using geographic references such as streets, or miles surrounding the Hotel (which may be defined as the radius surrounding the Hotel or as driving miles, depending on the location). The Area of Protection’s size will vary depending on the Hotel’s size and location and will be based on mutual agreement between the parties as to what commercially reasonably constitutes a competitive area. Such judgments may vary in urban and suburban areas and other specialized locations such as travel destinations, airports, universities and stadiums.

If you are granted an Area of Protection, it may be limited to a period of time that is shorter than the term of the Franchise Agreement (e.g., 5 years from opening) (the “**AOP Term**”). Within the Area of Protection and during the AOP Term, we will not open or authorize any third party to open any Hotel using the same or materially similar branding as your Hotel. The Area of Protection will not apply to other hotel brands licensed or franchised by us or our affiliates, which may include “by Margaritaville” or other similar secondary reference to us in their branding. The Area of Protection also will not apply to other types of lodging properties licensed or franchised by us or our affiliates, such as residential/rental dwellings, condos, apartments, active adult living communities, timeshares, RV resorts, and/or student housing.

Alternative Channels of Distribution.

We reserve all rights not specifically granted to you under the Franchise Agreement. We reserve the right to sell, or license others to sell, competitive or identical goods or services (whether under the Licensed Marks or under different trademarks) through alternative channels of distribution in any location, including to persons who may be your customers. Examples of alternative channels of distribution include sales of Merchandise containing the Compass Intellectual Property or the intellectual property of our affiliated brands (“**Branded Merchandise**”) and other items over the Internet, through sales catalogs, through department stores, through other Margaritaville facilities, or through any other facility or method of distribution other than your Hotel. Currently, we sell Branded Merchandise over the Internet. You are not entitled to any compensation for sales that take place through alternative channels of distribution.

Restrictions on Sales and Marketing.

Subject to all Applicable Laws, you may advertise and promote your Hotel anywhere in the world in compliance with the Manual. You may not purchase or sell data lists or make third-party data sharing agreements without our express consent.

You may not sell Branded Merchandise from any location other than the retail store in the Hotel if you are granted that right pursuant to an FBR Rider. The rights granted to you do not include any rights to brand and operate other facilities at or from the Hotel using the Compass Intellectual Property, except as expressly approved in advance by us.

You are not permitted to sell through alternative channels of distribution. While you may promote and advertise your Hotel through the Hotel System Website, you may not sell Branded Merchandise through the Hotel System Website or otherwise over the internet.

Additional Franchises.

You are not granted any options, rights of first refusal or similar rights to acquire additional franchises or territories.

Competitive Businesses Under Different Marks.



As discussed in Item 1, our affiliates currently operate other franchise systems that use the Margaritaville marks, including, but not limited to, MHR, MR and MRVR. These facilities are operated by third party licensees or franchisees. These facilities may directly compete with you and they may sell goods and services to your customers, including Branded Merchandise. We do not anticipate any conflicts between the various franchise systems regarding territory, customers, or franchise support. Some of our affiliates that offer franchises in these other lines of business share our principal business address. However, we do not maintain separate offices or training facilities for the different franchised concepts.

In addition, as discussed in Item 1, our affiliate MHR began offering franchises for Margaritaville Hotels & Resorts in April 2019. Margaritaville Hotels & Resorts are full-service hotels and resorts. As also discussed in Item 1, our affiliate MRVR began offering franchises for Camp Margaritaville Resorts in July 2021. Camp Margaritaville Resorts offer RV camping sites, cabin rentals, upscale amenities and exceptional service standards incorporating state-of-the-art technology, design, and food and beverage offerings. While Compass hotels, Camp Margaritaville Resorts and Margaritaville Hotels & Resorts may compete for customers, Margaritaville Hotels & Resorts may compete for customers, Margaritaville Hotels & Resorts will operate under the name “**Margaritaville Hotels & Resorts**” and Camp Margaritaville Resorts will operate under the name “**Camp Margaritaville Resorts**” and “**Camp Margaritaville RV Resorts.**”

Margaritaville Hotels & Resorts and Camp Margaritaville Resorts may be located at any location, including next to your Hotel. We will resolve any conflicts between MHR franchisees, Camp Margaritaville franchisees and Compass franchisees regarding territory, customers, and franchise support on a case-by-case basis (for example we may potentially utilize impact studies). The principal business address for MHR and MRVR is the same as our principal business address and we do not intend to maintain physically separate offices and training facilities for Margaritaville Hotels & Resorts, Camp Margaritaville Resorts and Compass Hotels.

ITEM 13.
TRADEMARKS

You may use the Compass Intellectual Property in operating the Hotel. Margaritaville Enterprises has registered the following principal Licensed Marks on the Principal Register of the United States Patent and Trademark Office (“PTO”):

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
Compass BY MARGARITAVILLE HOTELS & RESORTS	87947700	6195650	11/10/2020
	87947720	6195651	11/10/2020
Compass BY MARGARITAVILLE	87715235	6175573	10/13/2020
	90136700	6321468	4/13/2021

Margaritaville Enterprises has made all required renewal and affidavit filings for these registrations. These registrations are in good standing.

Margaritaville Enterprises granted us the rights to use and sublicense the Compass Intellectual Property under a trademark license agreement dated January 14, 2019 (“**Trademark License Agreement**”). That Trademark License Agreement has a term concurrent with the termination or expiration of the last sub-license agreement to a developer/operator of a Compass Hotel. So long as the term of any such sub-license agreement is in effect, the Trademark License Agreement may not be terminated and a party’s remedy for breach shall be limited to monetary damages and equitable remedies (excluding termination). Margaritaville Enterprises has the exclusive right to use and sublicense to others, such as us, in connection with hospitality and other businesses, the intellectual property rights related to any works authored by Jimmy Buffett that are 100% owned and controlled by him, in addition to a non-exclusive right and license to sublicense Jimmy Buffett’s personality rights under a License Agreement between Margaritaville Enterprises and Jimmy Buffett dated February 27, 2014. Our relationship with Jimmy Buffett is further described in Item 18. The only lien or encumbrance against the Compass Intellectual Property is a security interest granted to HPS Investment Partners, LLC, pursuant to a security agreement dated as of June 17, 2022. Within 30 days of the signing of any Franchise Agreement, we will obtain from HPS Investment Partners, LLC and deliver to you, a non-disturbance certificate in the form of Exhibit G to the Franchise Agreement. No other agreement significantly limits our rights to use or license the Compass Intellectual Property in a manner material to the franchise.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, any state trademark administrator or any court, and no pending infringement, opposition or

cancellation proceedings or other material federal or state court litigation, involving the Compass Intellectual Property.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the core Compass Intellectual Property in the state where your Hotel is to be operated.

We are aware of the following third-party uses of the term “**Compass**” in the hotel industry:

1. Compass RESORTS, U.S. Reg. No. 5140414, for real estate service, namely, rental property management, owned by Compass Resorts, Inc. of Miramar Beach, FL. This registration appears to be associated with vacation homes and condo rentals in Destin area communities. (see <https://www.compassresorts.com/>).
2. Compass COVE, U.S. Reg. No. 4453544, for restaurant and hotel services, resort lodging services; administrative hotel management; and leasing of real estate, owned by Compass. Cove Resorts, LLC of Myrtle Beach, SC. This registration appears to be associated with an oceanfront resort in Myrtle Beach, South Carolina. (See <http://www.compasscove.com/>).
3. The Compass Family Resort, a hotel in Wildwood Crest, New Jersey (see www.compassmotel.com).
4. Compass Rose Inn, a hotel in Newburyport, Massachusetts (see <http://www.compassrosenewburyport.com/>).
5. Compass Rose Bed and Breakfast, a hotel in Coupeville, Washington (see www.compassrosebandb.com/).

There may be other lodging properties that use the term “**Compass**” of which we are not aware.

We have not received any third-party objections to our Licensed Marks.

You must follow our rules when using the Compass Intellectual Property. If we discover your unauthorized use of the Compass Intellectual Property, we may require you to destroy (with no reimbursement from us) all offending items reflecting that unauthorized use. You must notify us immediately of any apparent infringement or challenge to your use of any Licensed Mark, or of any person’s claim of any rights in any Licensed Mark, and not communicate with any person other than us, our affiliates, and our and their attorneys, and your attorneys, regarding any infringement, challenge, or claim. We and our affiliates may take the action we and they deem appropriate (including no action) and control exclusively any litigation, PTO proceeding, or other proceeding arising from any infringement, challenge, or claim or otherwise concerning any Licensed Mark. You must sign any documents and take any other reasonable actions that, in the opinion of our and our affiliates’ attorneys, are necessary or advisable to protect and maintain our and our affiliates’ interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our and our affiliates’ interests in the Compass Intellectual Property. We will reimburse your reasonable out-of-pocket costs for taking any requested action.

If it becomes advisable at any time for us and/or you to modify, discontinue using, and/or replace any Licensed Mark and/or to use one or more additional, substitute, or replacement trade or service marks together with or instead of any previously-designated Licensed Mark, you must comply with our directions within a reasonable time after receiving notice. Neither we nor our affiliates will reimburse you for any costs or expenses you incur relating to these directions, including your expenses of changing

the Hotel's signs, any loss of revenue due to any modified or discontinued Licensed Mark, or your expenses of promoting a modified or substitute trademark or service mark. Our rights in this paragraph apply to any of the Compass Intellectual Property (and any portion of any Licensed Mark) that we authorize you to use. We may exercise these rights at any time and for any reason, business or otherwise, we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

We will reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Licensed Mark if you have timely notified us of, and comply with our directions in responding to, the proceeding. We will defend you in the proceeding and, at our option, we and/or our affiliate(s) may defend and control the defense of any proceeding arising from your use of any Licensed Mark.

The Franchise Agreement gives you no right of ownership in the Licensed Marks and you may not directly or indirectly, register or cause to be registered any Licensed Mark in any country or with any governmental authority. Further, without our prior approval you may not use any trademark, trade name, service mark, metatag, domain name, keyword, or social media indicator, including, but not limited to, Facebook, Instagram, YouTube, Tik Tok or X (f/k/a Twitter) handle, consisting of, related to, similar to and/or confusingly similar to any of the Licensed Marks. During and after the term of the Franchise Agreement, you may not assist any person to: (i) challenge the validity of our ownership of, or right to license, the Licensed Marks or any registration or application for registration of the Licensed Marks; (ii) contest the fact that your rights under the Franchise Agreement are solely those of a licensee and terminate upon termination or expiration of the Franchise Agreement; or (iii) represent in any manner that you have any title or right to the ownership, registration or use of the Licensed Marks in any manner except as set forth in the Franchise Agreement. You may use the Licensed Marks only as permitted by the Franchise Agreement. You may not use or exploit the Licensed Marks outside of your Hotel, except to engage in promotion, advertising, or marketing of your Hotel in compliance with the Manual. You may not assign, sublicense, or franchise any of the Licensed Marks to any other persons. We and our affiliates retain the sole right to apply for registration or renewal of any trademarks, trade names, service marks, metatags, domain names, keywords, or social media indicator, including, but not limited to, Facebook, Instagram, YouTube, Tik Tok or X (f/k/a Twitter) handle related to the Licensed Marks.

ITEM 14. **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents or pending patent applications are material to the franchise. We and our affiliates claim copyright protection for the Copyrighted Materials. We have not registered these Copyrighted Materials with the United States Copyright Office but need not do so at this time in order to protect them. You must follow our rules when using the Copyrighted Materials. You may use the Copyrighted Materials only as we specify to operate the Hotel under the Franchise Agreement.

You must notify us immediately of any apparent infringement or challenge to your use of any Copyrighted Materials or Confidential Information (defined below), or of any person's claim of any rights in any Copyrighted Materials or Confidential Information, and not communicate with any person other than us, our affiliates, and our and their attorneys, and your attorneys, regarding any infringement, challenge, or claim. We and our affiliates may take the action we and they deem appropriate (including no action) and control exclusively any litigation or administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Copyrighted Materials or Confidential Information. You must sign any documents and take any other reasonable actions that, in the opinion of our and our affiliates' attorneys, are necessary or advisable to protect and maintain our and our affiliates' interests in any litigation or other proceeding or otherwise to protect and maintain our and our affiliates'

interests in the Copyrighted Materials and Confidential Information. We will reimburse your reasonable out-of-pocket costs for taking any requested action. We need not participate in your defense nor indemnify you for damages and expenses you incur if you are a party to any administrative or judicial proceeding involving any Copyrighted Materials or if the proceeding is resolved unfavorably to you.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue using any of the Copyrighted Materials and/or for you to use one or more additional or substitute copyrighted or copyrightable items, you must immediately comply with our directions.

There are no effective material determinations of, or pending material proceedings before, the PTO, the United States Copyright Office, or any court involving the Copyrighted Materials. We do not know of any infringement of the Copyrighted Materials that could materially affect you. No agreement significantly limits our right to use or license the Copyrighted Materials.

You will sign the Confidentiality Agreement while we and you are evaluating whether to start a franchise relationship. You must keep confidential all information concerning development plans for particular sites or markets and information concerning our plans, strategies, operations, processes, and System Standards, including any information in the PIP or TIP (if applicable) that we conduct or prepare for your hotel. These obligations continue even if we and you do not sign a Franchise Agreement. You must take reasonable measures to ensure that your employees, agents, and advisors comply with these restrictions and are responsible if they fail to do so. You also must promise us that our and your discussions and, if applicable, your signing of the Franchise Agreement do not violate any laws, breach any agreements, or require any consents.

We and our affiliates possess (and will continue to develop and acquire) Confidential Information, some of which constitutes trade secrets under Applicable Law, relating to developing and operating Compass Hotels. “**Confidential Information**” includes: (1) site selection criteria; (2) the substance, design, and construction of Compass Hotels and the Design Standards we specify; (3) training and operations materials and manuals, including the Manual; (4) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Compass Hotels, including the System Standards; (5) marketing, advertising and promotional programs for Compass Hotels; (6) Guest Information (defined below) and any information and data relating to guests and customers of other Compass Hotels and/or other Margaritaville-affiliated hotels; (7) knowledge of specifications for and suppliers of FF&E, OS&E, Merchandise, and other products and supplies that are uniquely identified with Compass Hotels and/or other Margaritaville-affiliated hotels; (8) any computer software or other technology that is proprietary to us, our affiliates or the Hotel System, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or other technology; (9) knowledge of the operating results and financial performance of Compass Hotels other than the Hotel; (10) graphic designs and related intellectual property; and (11) any negotiated provisions of the Franchise Agreement.

You will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information as we specify while developing and operating the Hotel during the Franchise Agreement’s term. Confidential Information is proprietary and includes our and our affiliate’s trade secrets. You: (a) must not use Confidential Information in any other business or capacity; (b) must keep confidential each item that is a part of Confidential Information, both during and after the Franchise Agreement’s term (afterward for as long as the item is not generally known in the hotel industry); (c) must not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (d) must adopt and implement reasonable procedures that we periodically specify to prevent unauthorized use or disclosure of Confidential Information.

Confidential Information does not include: (i) information in the public domain, provided that it did not fall into the public domain by your unauthorized use; (ii) information that was in your possession prior to disclosure or was disclosed by a third party who had no confidentiality obligations to us; (iii) information that is required to be disclosed by Applicable Law, but only to the extent required and upon prior written notice to us; and (iv) information you may be required to disclose to enforce your rights under a duly executed Franchise Agreement with us. However, if we designate any information as Confidential Information, anyone who claims that it is not Confidential Information must prove that one of these exclusions is satisfied.

All information and data relating to or derived from the Hotel's guests and other customers, whether obtained from the guest or customer or from any other source, including names, preferences, and other information about the guests' or customers' experiences and/or purchases, and including, but not limited to, information stored in the Hotel's CRS, CRM, Loyalty, PMS, or any other system that collects guest data or behavior (collectively "**Guest Information**") is and shall remain our (and our affiliates') property. You shall provide us with access to all Guest Information in your possession or control on a regular basis, and we have the right to access the Hotel's Computing Environment upon request to review and retrieve Guest Information.

We grant you a limited, revocable, non-transferrable right and license to use the Guest Information in your possession during the Term solely as necessary and allowed by Applicable Law to market to and provide services to the Hotel's guests and prospective guests. Unless we (in our sole discretion) have approved in writing and in advance or as otherwise required by any Applicable Law, you shall not: (i) use the Guest Information for any other purpose; (ii) disclose, sell, share, assign, lease or otherwise provide Guest Information to third parties; or (iii) commercially exploit Guest Information. To the extent you acquire any rights in the Guest Information by operation of law, at our request, you must execute and deliver to us any other documents that may be necessary or desirable to preserve, or enable us to enforce, our rights with respect to the Guest Information. You shall limit the disclosure of Guest Information to only those personnel who have a need to know, who have been advised of the proprietary nature of the Guest Information, and who have acknowledged the obligation to maintain the confidentiality of the Guest Information in accordance with the terms of this Agreement and shall only use the Guest Information to market to and provide services to the Hotel's guests and prospective guests.

You shall maintain a written, up-to-date information security incident plan. If there is an actual or suspected breach of security or unauthorized access of Guest Information or other confidential information from the Hotel's PMS or other computer system database, you must: (i) notify us in writing within 24 hours from the date you obtain actual or constructive knowledge of the security incident; (ii) promptly investigate, correct, mitigate, remediate, and otherwise handle such security incident, including by identifying Guest Information or other confidential information that may have been accessed, acquired, disclosed, or used as a result of the security incident and taking sufficient steps to prevent its continuation and recurrence; and (iii) immediately provide information, including artifacts required for incident response and forensics investigations, and assistance, such as preservation and retention of logs and data relevant to the evaluation, requested by us.

You must promptly disclose to us all inventions, innovations and discoveries relating to a Hotel and based or relying upon any element of the Hotel System, including any advertising, marketing, promotional or public relations plans, programs, or materials that you or your contractors develop for the Hotel (collectively, "**Innovations**"), whether or not protectable intellectual property and whether created by or for you, your affiliates or contractors, or your or their employees. Innovations are our sole and exclusive property, part of the Hotel System, and works made-for-hire for us. You may not use any Innovation in operating the Hotel or otherwise without our prior written consent. If any Innovation does

not qualify as a “**work made-for-hire**” for us, you must assign ownership of that Innovation, and all related intellectual property rights and other rights to that Innovation, to us and must take whatever action (including signing assignment or other documents) we request to evidence our ownership of or to help us obtain intellectual property rights in the Innovation.

Upon our request, each General Manager, any other employee, agent, or representative who has access to Confidential Information must sign the Confidentiality Agreement imposing an obligation of confidence regarding the Manual and other Confidential Information. If you are a corporation, limited liability company or limited partnership, we may require your shareholders, members, and limited partners to sign a similar written agreement.

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

Hotel Management.

Either a management company we approve, or you or another person(s) you designate (if we accept you or such person(s) to manage the Hotel), must at all times retain and exercise direct management control over all aspects of the Hotel’s business and be the employer of the Hotel’s personnel. You may not enter into any lease, management agreement, or other similar arrangement with any management company or other person(s) for the management or other oversight of all or a part of the Hotel’s operation without our prior written acceptance, and you may not yourself manage the Hotel without our acceptance of you as the Hotel’s operator. We will not unreasonably withhold our acceptance if the management company, the designated person(s), or you (as applicable) meet our minimum qualifications and ensure that its or your personnel attend and satisfactorily complete all of our required training programs (as described in Item 11). If we approve a management company or other designated person(s), as a condition of that approval, the management company must sign the documents we require to protect our Compass Intellectual Property, Copyrighted Materials, and Confidential Information and reflect its agreement to perform its management responsibilities and operate the Hotel in compliance with the Franchise Agreement (“**Management Rider**”). Our current form of Management Rider is attached as Exhibit C-4 to the Franchise Agreement.

We may refuse to accept a management company or designated person(s) that is a Brand Owner. “**Brand Owner**” means any entity that (a) is either a franchisor or owner of a Competing Brand (defined below), (b) manages or otherwise operates hotels exclusively for the franchisor or owner of a Competing Brand, or (c) is an affiliate of any entity described in (a) or (b) above. A “**Competing Brand**” is a hotel concept that in our commercially reasonable opinion, competes with Compass Hotels, including without limitation any hotel concept that: (a) has at least 5 lodging properties operating under that concept’s trade name anywhere in the world; or (b) features an “island-related” theme; or (c) features a “music-related” theme. If you are managing the Hotel and at any time fail to meet our minimum qualifications (as we may periodically modify them) or to comply with any Franchise Agreement provision concerning the Hotel’s management or operation, then we may revoke our approval of you as the Hotel’s manager. You then must promptly appoint another designated person(s) or engage another management company we approve. If a management company or designated person(s) is managing the Hotel, they must at all times meet our minimum qualifications (as we may periodically modify them) and must not become a Brand Owner.

You, the designated person(s), or the management company (as applicable) is solely responsible for hiring all Hotel personnel and determining the terms and conditions of their employment. You (or your approved management company) must hire and properly train all Hotel personnel and always have Key

Personnel in place at the Hotel. Also, unless otherwise approved by us, all Key Personnel must spend all his or her working time at the Hotel fulfilling his or her management and operational responsibilities and may not concurrently maintain a position at another lodging facility or in any other capacity related to the lodging industry.

All Key Personnel who have satisfactorily completed our initial training program must devote all of their business time to supervising the Hotel's day-to-day operations. Your Hotel's general manager and other management personnel need not have an equity interest in the Hotel or in you.

Guaranty.

We expect that only business entities, and not individuals, will sign our Franchise Agreement. You must cause the direct and indirect owners (whether they are individuals or business entities) of a Controlling Ownership Interest (defined below) in you which we periodically specify to sign the form of Guaranty and Assumption of Franchisee's Obligations ("**Guaranty**"). Our current form of Guaranty is attached as Exhibit D to the Franchise Agreement. Under the Guaranty, these owners must personally guaranty all of your obligations under the Franchise Agreement and be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, both monetary and non-monetary, including the confidentiality obligations. We may additionally require the spouses of the direct or indirect owners to also sign the Guaranty, based on the circumstances of the particular transaction.

A "**Controlling Ownership Interest**" in you or one of your owners (if that owner is a legal entity) means, whether directly or indirectly, either: (a) the record or beneficial ownership of, or right to control, 50% or more of the investment capital, equity, rights to receive profits or losses, or other rights to participate in your or the entity's results; or (b) the effective control of the power to direct or cause the direction of your or that entity's management and policies, including a general partnership interest (if the entity is a partnership) and a manager or managing member interest (if the entity is a limited liability company), or the power to appoint or remove any party having these powers. In addition, in the case of (a) or (b), the determination of whether a Controlling Ownership Interest exists is made both immediately before and immediately after a proposed transfer.

ITEM 16. **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may only sell the goods and services that we authorize. You must sell all goods and services that we specify. We may change these goods and services at any time, and you must comply with the change.

Your rights to use the Compass Intellectual Property are limited to the establishment, operation, and promotion of a Hotel (including any Selected Amenities you are allowed to establish through an executed Amenities Rider) at and from the approved site as specifically provided for in the Franchise Agreement.

If you are authorized to sell Dwellings under a Dwellings Rider, your ability to sell and market those units as timeshares is limited by our affiliate's pre-existing agreement with Wyndham Vacation Resorts, Inc. No timeshares shall be marketed or offered at or in conjunction with the Hotel or the Dwellings, unless approved by Franchisor in its sole discretion.

The rights granted to you do not include any rights to brand and operate other facilities at your Hotel utilizing the Compass Intellectual Property or any other Margaritaville-related intellectual property, except as expressly approved in advance by us, in our sole discretion. You may not otherwise commercialize or utilize, whether or not for profit, any of the Compass Intellectual Property.

You may not conduct, or permit any other person to conduct, gaming activities at the Hotel or include within the Hotel a casino. In addition, you and your affiliates, representatives and agents may not actively promote on or within a reasonable distance from the Hotel grounds any gaming facilities or casinos. You may not permit any vending equipment, slot machines or gaming machinery of any description at the Hotel, except with our prior written approval in each instance.

The room rates you must charge at the Hotel must be comparable to other upscale, select-service hotels in your area as identified by the hospitality industry expert, Smith Travel Research. You must comply with our “**best price guarantee**” and related policies, as we periodically modify them. You may not charge any guest a rate for any reservation higher than the rate that the reservations center specifies to the guest at the time he or she makes the reservation. You may not change the number of guest rooms in the Hotel without our 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.

*In the table below, “**DR**” means “**Dwellings Rider.**”

THE FRANCHISE RELATIONSHIP

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 1.02	Initial term is twenty (20) years
b. Renewal or extension of the term	Section 1.03	If you are in good standing and satisfy certain conditions (as described in 17.c. below) are met, then you are entitled to an automatic renewal of your franchise rights for one additional ten (10) year term.
c. Requirements for franchisee to renew or extend	Section 1.03	Your renewal right permits you to remain as a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original Franchise Agreement. Franchisee must pay a \$30,000 renewal fee and comply with the conditions precedent to renewal, including: written notice of intent 12-18 months prior to expiration; not be in default; franchisee still has

Provision	Section in franchise or other agreement	Summary
		ownership of site; franchisee agrees to remodel to the hotel's then current standards; execution of the then-current form of franchise agreement; and execution of the then current form of release of franchisor and affiliates from any and all claims.
d. Termination by franchisee	Not Applicable	Franchisee has no right to terminate unless permitted by applicable state law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 14.01	Franchisor may terminate upon the occurrence of any non-curable event of default or upon the failure to cure any curable defaults.
g. "Cause" defined – curable defaults	Section 13.02	Franchisee has 30 days to cure any of the following defaults: breach or failure to perform any covenant or obligation not otherwise listed as a separate event of default; failure to make payment when due; violation of law; failure to comply with standards; failure to obtain approval of supplier or vendor as required; makes any unauthorized changes or offers unauthorized services at Hotel; failure to maintain sufficient inventory for operations; failure to observe health and safety standards, except where an immediate threat to public safety; failure to comply with any other agreement between franchisor (or its affiliates) and franchisee; refusal to permit inspection; failure to complete training; failure to submit certificates of insurance; failure to make payment when due to landlord, secured lender or mortgage holder; and misuse or unauthorized use of the Licensed Marks; if the management company or

Provision	Section in franchise or other agreement	Summary
		designated person(s) does not meet our minimum qualifications (as we may periodically modify them) or becomes a Brand Owner.
h. "Cause" defined – non-curable defaults	Section 13.03	Franchisee has no opportunity to cure: material misrepresentations; failure to comply with terms of the Franchise Agreement or System Standards 3 or more times in a 12 month period or 2 or more times in a 6 month period; failure to open and begin operating the Hotel by the Opening Deadline; franchisee, owner, or guarantor is convicted of a felony or a crime involving fraud; knowingly maintaining false books, records, or reports; unauthorized use or disclosure of confidential information; ceases operation of the hotel; attempt at an unauthorized transfer; sale of contaminated or adulterated food or beverage two or more times during a twelve month period or once, when it results in serious injury or death franchisee or guarantor admits insolvency or bankruptcy; franchisee or owner's assets blocked under anti-terrorism laws; failure to observe health and safety standards, where there is an immediate threat to public safety; violation of restrictions relating to confidential information or restrictive covenants.
i. Franchisee's obligations on termination/non-renewal	Article XVI; Section 3.2 (DR)	Franchisee must (a) debrand the Hotel, including removing any and all signage, discontinuing the use of the Compass Intellectual Property, changing all menus at FBR Units, closing accounts with all suppliers or vendors; (b) cease use of related social media and online business directories; (c) pay all amounts due and owed within 30 days of termination or expiration; (d) discontinue use of all technology,

Provision	Section in franchise or other agreement	Summary
		and (e) where applicable, pay liquidated damages.
j. Assignment of contract by franchisor	Section 12.01	Franchisor may assign all rights or obligations without approval
k. "Transfer" by franchisee - defined	Section 12.02(a); Section 6.9 (DR)	A change of control, assignment, sublicense, or transfer of the rights and or obligations under the franchise agreement.
l. Franchisor approval of transfer by franchisee	Section 12.02	Franchisee must obtain approval of franchisor for any transfer that results in a change in ownership.
m. Conditions for franchisor approval of transfer	Section 12.02(a)	Conditions include transfer cannot be to a Competing Brand; cannot materially harm the franchisor; approval of the proposed transferee and its owners; franchisee has paid all amounts due and is in substantial compliance with obligations; transferee's proposed management company meets franchisor's requirements; transferee signs then current form of franchise agreement; transferee remodels the Hotel to then current standards; and franchisee signs a termination agreement and release.
n. Franchisor's right of first offer to acquire franchisee's business	Section 12.03	If franchisee wishes to sell, transfer or assign the Hotel, franchisor has the right of first offer to acquire the property by matching the terms and conditions proposed by franchisee to be offered to a third-party buyer.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Section 9.01	Franchisee may not, directly or indirectly, attempt to divert any business from the Hotel System or the site of any other Margaritaville-branded hotel or resort to any other competing

Provision	Section in franchise or other agreement	Summary
		business.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 19.02	Any modifications must be in writing and executed by both parties.
t. Integration/ merger clause	Section 19.10	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be enforceable. 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 17.02 and 17.03	The parties will first submit all disputes to mediation, and if mediation is not successful then arbitration, unless the parties are seeking equitable relief, the action involves the Franchisor's trademarks, or the action is one by Franchisor against Franchisee for past due amounts (subject to applicable state law).
v. Choice of forum	Section 17.03	Arbitration must take place in Atlanta, Georgia (subject to applicable state law).
w. Choice of law	Section 19.06	Except for federal law, Delaware law applies (subject to applicable state law).

Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit E.

ITEM 18. **PUBLIC FIGURES**

Jimmy Buffett, along with his entity, Coral Reefer Music and all other entities majority owned and controlled by Jimmy Buffett, granted an exclusive right to use and sublicense, in connection with hospitality and other businesses, any of his compositions, current and future photographic works, books, articles, films, videos and other audio-visual works, artwork, drawings, recipes, and other works of authorship solely owned and controlled by Jimmy Buffett ("**Buffett Works**") along with the

non-exclusive rights to use his personality, including his name, image, likeness, signature, photograph, gestures, distinctive appearances, and mannerisms (“**Buffett Personality Rights**”) (collectively “**Buffett IP Rights**”) to Margaritaville Enterprises, pursuant to a license agreement dated February 27, 2014. Jimmy Buffett’s rights and obligations under the license agreement have been assumed by The James W. Buffett 1990 Trust (as amended) (the “**Trust**”). Margaritaville Enterprises then sublicensed the use of the Buffett IP Rights to Compass Hotels for the purposes of creating, operating, and franchising the Hotel System and other related purposes pursuant to a sublicense agreement dated January 14, 2019. Jimmy Buffett did not (and the Trust does not) receive any compensation in connection with his consent to use his personality rights and music material in this manner, other than royalties ordinarily paid to music publishers, record companies, book publishers and their respective contributors (e.g., songwriters, recording artists, authors) for the exploitation of audio recordings, video recordings, audiovisual recordings and books that may be made in connection with the branded hotels. Additionally, the Trust is an owner of Margaritaville Holdings LLC, the parent company of Margaritaville Enterprises. As such, the Trust may receive an indirect financial benefit from fees paid by franchisees to us. Neither Jimmy Buffett nor the Trust has made any direct investment in us.

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location under particular circumstances.

We do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Kristen Fancher, Chief Legal Officer and General Counsel at 3715 Northside Parkway, Suite 4-475, Atlanta, Georgia 30327, (470) 698-2246, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

All numbers appearing in the tables below are as of December 31 in each year. ~~We include both Compass Hotels that our affiliates own and operate, and Compass Hotels that our affiliates manage for third party owners under management agreements, as “company owned” Compass Hotels. We or our affiliates owned and operated 0 Compass Hotels as of December 31 of each year.~~

Table No. 1 – Systemwide Outlet Summary for years 2022-2024 2023-2025				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1	2	1
	2023	2	2	0
	2024	2	4	+2
	<u>2025</u>	<u>4</u>	<u>5</u>	<u>+1</u>

Table No. 1 – Systemwide Outlet Summary for years 2022-2024 2023-2025				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Outlets	2022	1	2	1
	2023	2	2	0
	2024	2	4	+2
	<u>2025</u>	<u>4</u>	<u>5</u>	<u>+1</u>

Table No. 2 – Transfers of Outlets from Franchisees to New Owners (other than Franchisor) for years 2022-2024 2023-2025				
State	Year	Number of Transfers	Outlets at the End of the Year	Net Change
All States	2022 2023	0	0	0
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	2023	0	0	0
	2024	0	0	0
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>

~~-, however, no franchisees transferred their franchise agreements for unopened outlets in 2022, 2023 and 2024~~ Table No. 3 – Status of Franchised Outlets for years ~~2022-2024~~2023-2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	<u>2025</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Oregon	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	
Tennessee	2022	0	0	0	0	0	0
Tennessee	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total Outlets	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2

Table No. 2 – Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
for years ~~2022-2024~~2023-2025

State	Year	Number of Transfers	Outlets at the End of the Year	Net Change			
All States	2022 2023	0	0	0			
	2024	0	0	0			
	2025	0	0	0			
	2024	2	2	0	0	0	4
	2025	4	1	0	0	0	5

~~–however, no franchisees left the system prior to opening in 2022, 2023, and 2024~~ Table No. 4 – Status of Company-Owned Outlets for years ~~2022-2024~~2023-2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total Outlets	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5 – Projected Openings as of December 31, ~~2024~~2025

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
Arizona	1	0	0
Florida	7 6	1 0	0
Kentucky	2	0	0
Mississippi	1	0	0
North Carolina	2	0 1	0
South Carolina	1	0	0
Texas	2	0	0
Total	16 15	1	0

Exhibit F is a list of Compass Hotel franchisees as of December 31, ~~2024~~2025 and the addresses and telephone numbers of each of their outlets. Exhibit F also contains a list of franchisees who had an outlet terminated, canceled, transferred, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during our most recent fiscal year, and no franchisees have failed to communicate with us within 10 weeks before this disclosure document’s issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the issuance date of this disclosure document, no franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system during our last 3 fiscal years. There are no trademark-specific franchisee organizations associated with the Compass Hotel franchise system.

ITEM 21. FINANCIAL STATEMENTS

Exhibit G contains the financial statements of Margaritaville Holdings LLC, our parent company and guarantor of our obligations under the Franchise Agreement, which include:

- (i) Consolidated audited ~~balance sheets as of~~ financial statements for the years ended December 31, 2025 and December 31, 2024, ~~December 31, 2023 and December 31, 2022,~~ and ~~the related~~ consolidated audited financial statements ~~of operations, changes in member equity, and cash flows~~ for the years ended December 31, 2024, and December 31, 2023 ~~and December 31, 2022;~~ and
- (ii) Unaudited balance sheet and statement of operations for the period ending March 31, ~~2025~~ 2026.

ITEM 22. CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

- EXHIBIT B Franchise Agreement
 - EXHIBIT A – Definitions*
 - EXHIBIT B – Site Description*
 - EXHIBIT C-1 – PIP (if applicable)*
 - EXHIBIT C-2 – TIP (if applicable)*
 - EXHIBIT D – Guaranty*
 - EXHIBIT E – Technology Agreement*
 - EXHIBIT F – License Agreement between Margaritaville Enterprises and Jimmy Buffett*
 - EXHIBIT G – License Agreement between Us and Margaritaville Enterprises*
 - EXHIBIT H – Non-Disturbance Certificate*
 - SCHEDULE 1 – Sublicensed Marks*
- EXHIBIT C-1 FBR Rider
- EXHIBIT C-2 Amenities Rider
- EXHIBIT C-3 Dwellings Rider
- EXHIBIT C-4 Management Rider
- EXHIBIT C-5 Confidentiality Agreement
- EXHIBIT E State Specific Addenda and Riders
- EXHIBIT H General Release

ITEM 23.
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are the last 2 pages of this disclosure document. [Keep one copy for your records, and sign, date and return the other copy to us.](#)

EXHIBIT A TO THE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed below.

Our registered agent in the State of Delaware is:

National Registered Agents, Inc.
160 Greentree Dr., Suite 101
Dover, Delaware 19904

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	<p>Commissioner of Department of Financial Protection & Innovation (866) 275-2677</p> <p>Los Angeles 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 897-2085</p> <p>Los Angeles 300 S. Spring Street Suite 15513 Los Angeles, CA 90013-1259 (213) 897-2085</p> <p>Sacramento 2101 Arena Boulevard 651 Bannon Street Suite 300 Sacramento, CA 9583495811 (916) 445-7205</p> <p>San Diego 1455 Frazee Road Suite 315 San Diego, CA 92108 (619) 610-2093</p> <p>San Francisco One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565</p>	
Hawaii	<p>Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street Room 205 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813</p>
Illinois	Franchise Bureau	

	Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Indiana Securities Division Secretary of State Franchise Section Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General – Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
Michigan	Michigan Attorney General’s Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48909 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500 (800) 657-3602	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8236	Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 (518)-473-2492
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard, Suite 414 , Avenue Dept. 401 Bismarck, ND North Dakota 58505	Securities Commissioner North Dakota Insurance & Securities Department 600 East Boulevard, Suite 414 , Avenue Dept. 401 Bismarck, ND North Dakota 58505

	(701) 328-2910 Phone 701-328-2910	(701) 328-4712 Phone 701-328-2910
Oregon	Oregon Division of Financial Regulation 350 Winter Street NE, Suite 410 Salem, Oregon 97301 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9500	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission Division of Securities and Retail Franchising Tyler Building 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8700	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501 (877) 746-4334
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

For service of process in non-registration states.

Florida

NRAI Services, Inc.
1200 South Pine Island Road
Broward County
Plantation, Florida 33324

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT

COMPASS BY MARGARITAVILLE

FRANCHISE AGREEMENT

between

and

COMPASS MARGARITAVILLE, LLC

DATED: _____, 202__

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- B—SITE DESCRIPTION
- C-1—PROPERTY IMPROVEMENT PLAN (PIP) (IF APPLICABLE)
- C-2—TECHNOLOGY IMPROVEMENT PLAN (TIP) (IF APPLICABLE)
- D—GUARANTY
- E—TECHNOLOGY AGREEMENT
- F—BUFFETT AGREEMENT
- G—LICENSE AGREEMENT
- H—NON-DISTURBANCE CERTIFICATE

SCHEDULE

- 1—SUBLICENSSED MARKS

THIS FRANCHISE AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 20____ (the “**Effective Date**”) by and between:

COMPASS MARGARITAVILLE, LLC, a limited liability company formed pursuant to the laws of the State of Delaware (“**Franchisor**”);

– and –

[_____], a [_____] formed pursuant to the laws of the State of [____] (“**Franchisee**”).

PRELIMINARY STATEMENT

Franchisee is the owner of, or has the right to occupy, certain real property located at the site set forth at Exhibit B (“**Site**”). Franchisor has the right to grant franchises for the establishment and operation of Compass by Margaritaville select-service hotels (each, a “**Compass Hotel**” and collectively, the “**Compass Hotels**”). Franchisee wishes to enter into this Agreement to obtain a franchise to use the Hotel System to operate a Compass Hotel with approximately 130-150 guest rooms, Food and Beverage Service, meeting room(s), fitness area, swimming pool(s), and other customary amenities (collectively the “**Hotel**”) located at the Site. In addition to other terms defined in this Agreement, the initial capitalized terms shall have the meanings set forth in Exhibit A.

ARTICLE I GRANT OF FRANCHISE, TERM, AND TERRITORY

Section 1.01. Grant of Franchise.

Franchisor grants Franchisee, and Franchisee accepts, the non-exclusive right and obligation to use the Hotel System during the Term (defined below in Section 1.03) to build or convert, and operate, the Hotel at the Site under the Compass Intellectual Property in accordance with this Agreement’s terms.

Section 1.02. Initial Term.

The term of this Agreement (the “**Initial Term**”) will commence on the Effective Date and expire without notice on the date which is 20 years after the Opening Date, subject to its earlier termination as set forth in this Agreement.

Section 1.03. Renewal Term and Conditions.

Franchisee may, but is not obligated to renew this Agreement for one additional period of 10 years (the “**Renewal Term**”; and together with the Initial Term, the “**Term**”), provided that Franchisee has satisfied each of the following conditions (all of which shall be referred to as the “**Renewal Conditions**”):

- (a) Franchisee provides Franchisor written notice of its election to renew the Franchise Agreement for the Renewal Term between 12 and 18 months prior to the expiration of this Agreement (the “**Renewal Notice**”);
- (b) Prior to giving the Renewal Notice and for the remainder of the Initial Term:
 - (i) Franchisee has fully performed all of its obligations under this Agreement;

- (ii) Franchisee has satisfied all monetary obligations in a timely and responsible manner to Franchisor, its affiliates, subsidiaries, and designees;
 - (iii) Franchisee, its Affiliates, or Guarantors are not in default of this Agreement or any other agreement with Franchisor or its Affiliates and the Hotel is in full compliance with the Hotel System, the Hotel Standards, and Manual;
 - (iv) Franchisee is not in default of any material obligations or materially delinquent on any undisputed payments due under any agreement with any third party related to the Hotel, including without limitation, vendors, suppliers, lessors, or mortgage holders; and
 - (v) Franchisee provides certification of compliance with all conditions precedent to Franchisor with Renewal Notice.
- (c) Franchisee has not received more than 2 Notices of Default from Franchisor during the Initial Term;
 - (d) Franchisee meets Franchisor’s then-current standards for accepting new franchisees, including without limitation, credit worthiness, access to capital, and criminal history;
 - (e) Franchisee is still the owner of the Site or to the extent the Site is subject to a lease has secured the right to continue operating at the Site for the Renewal Term and provided to Franchisor a copy of any related leasehold documents;
 - (f) If required by Franchisor, Franchisee remodels the Hotel to Franchisor’s then-current brand image and technological standards for Compass Hotels within 6 months after the expiration of the Initial Term, which may be set forth in a new property improvement plan and/or technology improvement plan. “**Remodel**” shall mean to refurbish and remodel the Hotel, at Franchisee’s expense, to conform to the then-current standards for the Hotel System, design and decor, fixtures, furnishings, equipment, technology, trade dress, color scheme and presentation of Compass Intellectual Property consistent with the design concepts then in effect for new hotels using the Hotel System, including, without limitation, such structural changes, remodeling, redecoration and other modifications to existing improvements as Franchisor deems necessary in its commercially reasonable judgment. Maintenance and repair are not, on their own, a Remodel, nor is Franchisee’s acquisition of new or additional equipment or signage due to new or improved Hotel Standards;
 - (g) Franchisee has attended all mandatory annual conventions or other mandatory meetings during the Initial Term, unless attendance was excused by Franchisor;
 - (h) Franchisee signs Franchisor’s then-current form of franchise agreement (“**Successor Franchise Agreement**”) which may be materially different from this Agreement (including without limitation higher and/or different fees), except that Franchisee will not be required to pay another application fee to complete the Training Program (although, Franchisor reserves the right to require additional training as set forth in Section 3.01), or to complete any pre-opening obligations provided for in such Successor Franchise Agreement.
 - (i) Franchisee pays a renewal fee of \$30,000;

- (j) In connection with signing the Successor Franchise Agreement, and as a condition of renewal, Franchisee will be required to sign Franchisor's then-current form of general release, releasing Franchisor and its parents, subsidiaries, and affiliates and the respective directors, officers, owners, shareholders, partners, members, managers, representatives, employees, agents, attorneys, contractors, predecessors, successors, heirs and assigns of each of the foregoing (in their corporate and individual capacity) (collectively, the "**Released Parties**"), from all claims Franchisee may have against the Released Parties as of the date of the Successor Franchise Agreement ("**Release**"). Franchisee's Owners must also sign the Release required in the previous sentence. Released Parties are not intended to include suppliers or distributors to Franchisee that are not affiliated with Franchisor or acting as Franchisor's agent; and
- (k) Franchisee complies with Franchisor's requests for disclosure of or access to information to evaluate Franchisee's ability to perform its obligations during the Renewal Term.

Section 1.04. Renewal Procedure.

- (a) Effect of Renewal Notice. Within 30 days after receipt of Franchisee's Renewal Notice, Franchisor will determine whether, at the time of receiving the Renewal Notice, Franchisee has complied with all the Renewal Conditions, and after making its determination deliver to Franchisee one or more of the following:
 - (i) If Franchisee has met the Renewal Conditions, then Franchisor will provide:
 - (1) its written consent to Franchisee's Renewal Notice (the "**Renewal Consent**"), which shall be contingent and conditioned upon Franchisee's continued and ongoing compliance with the Renewal Conditions, and
 - (2) a copy of its then-current Disclosure Document, including its Successor Franchise Agreement (collectively the "**Renewal FDD**"), which Franchisee shall acknowledge receipt of in writing.
 - (ii) A request for additional information to assist Franchisor in determining whether Franchisee has met the Renewal Conditions; or
 - (iii) Notice of non-renewal based upon Franchisee's failure to satisfy the Renewal Conditions.
- (b) Franchisee Obligations upon Receipt of Renewal Consent. If Franchisor provides Franchisee with its Renewal Consent, then Franchisee shall:
 - (i) No sooner than 14 days but no more than 20 days after receipt of the Renewal FDD, notify Franchisor in writing as to whether Franchisee elects to execute the Successor Franchise Agreement ("**Election Notice**"); and
 - (ii) Prior to the expiration of the Initial Term, but in no event more than 7 days before such expiration date, return to Franchisor 3 executed copies of both the Successor Franchise Agreement and the Release.

- (c) Failure to Execute Successor Franchise Agreement. If Franchisee elects to renew this Agreement and then fails to sign the Successor Franchise Agreement on or before this Agreement's expiration date, Franchisor may, in its sole discretion, either:
 - (i) revoke the Renewal Consent; or
 - (ii) charge Franchisee \$50 per day for every day the Successor Franchise Agreement is not signed after this Agreement has expired. This fee shall be in addition to any other amounts due and payable to Franchisor under this Agreement.
- (d) If Franchisor has not revoked its Renewal Consent, the terms of this Agreement will govern the Franchisee's operation of the Hotel until such time as Franchisee signs the Successor Franchise Agreement or the Franchisor revokes its Renewal Consent.

Section 1.05. Non-Renewal.

Subject to Applicable Law, if Franchisee fails to satisfy any of the Renewal Conditions or to strictly comply with obligations under Section 1.04 prior to the end of the Initial Term and/or Franchisee's execution of the Successor Franchise Agreement, then: (a) Franchisee's failure will be deemed an election by Franchisee not to renew; and (b) if Franchisor has issued a Renewal Consent, such Renewal Consent will be deemed automatically rescinded without further notice or action by Franchisor.

Section 1.06. Effect of Non-Renewal on Expiration.

Non-renewal of this Agreement will result in the Agreement ending on the expiration date and thereby end Franchisee's franchise rights to operate the Hotel. Upon such expiration, Franchisee must meet all obligations applicable upon termination or expiration as set forth in Article XVI herein. Franchisee agrees that this Agreement does not grant Franchisee any automatic right to the Renewal Term and that Franchisor is not obligated to provide Renewal Consent.

Section 1.07. No Restrictions.

Franchisee's rights under this Agreement are nonexclusive in all respects. Franchisor and its Affiliates have the right, without restriction, to engage in any and all activities Franchisor and they desire (including with respect to any and all types of lodging facilities), at any time and place, whether or not using the Compass Intellectual Property or any aspect of the Hotel System, and whether or not those activities compete with the Hotel. Without limiting the foregoing, Franchisee acknowledges that Franchisor's Affiliates currently operate other franchised and non-franchised systems for lodging facilities and other accommodations and hospitality affiliations that use different brand names, trademarks, and service marks, including those with the "Margaritaville" name as part of their brand name, some of which might operate and have facilities near the Site during the Term, that will compete directly with Franchisee. Franchisor and its Affiliates may use or benefit from, among other things, common computer systems, administrative systems, reservation systems, purchasing systems, marketing services, and personnel. Franchisee will have no right to pursue any claims, demands, or damages as a result of these activities, whether under breach of contract, unfair competition, implied covenant of good faith and fair dealing, divided loyalty, or other theories.

ARTICLE II DEVELOPMENT AND OPENING OF THE HOTEL

Section 2.01. Hotel Development.

Franchisee agrees to develop the Hotel in accordance with the Hotel System's details, as set forth in the Hotel Standards or otherwise in writing. Franchisee must bear the entire cost of developing and constructing the Hotel, including professional services, financing, insurance, licensing, contractors, permits and FF&E.

Section 2.02. Designer.

In the interest of maintaining a clear and continuing interpretation of the final design of the Hotel, Franchisee shall hire The McBride Company (or such other design firm as Franchisor may designate from time to time) as the lead designer of the Hotel ("**Designer**") within 90 days of signing this Agreement. Franchisee may use, with Franchisor's pre-approval, another lead designer provided that The McBride Company is hired as a consultant to review and approve the final design of the Hotel.

Section 2.03. Design Plans.

Franchisee shall provide Franchisor with all design plans for the Hotel prior to implementing any such plans. The design plans shall include all aspects of the design, architecture, construction and fit-out of the Hotel, including all interior and exterior components and proposed budget ("**Design Plans**"). These Design Plans must be submitted to Franchisor for approval within 9 months of the Effective Date. Such Design Plans shall comply with the then-current Hotel Standards relating to the design of all similarly situated hotels in the Hotel System. Franchisor shall approve or disapprove of such Design Plans on a commercially reasonable basis, and within 30 days after its receipt of such Design Plans. Without limiting the foregoing, the Hotel shall be constructed with a view toward creating an environment similar to Franchisor's current Design Standards and in accordance with all Applicable Law. Franchisor agrees that once Franchisee has begun implementing Design Plans that have been approved by Franchisor, such approval may not be revoked or materially revised, ~~although Franchisor, in its sole discretion, shall be entitled to make modifications to the Hotel Standards from time to time pursuant to~~ provided that provided that the foregoing shall not limit Franchisor's rights under other sections of this Agreement, including Sections 3.02 and 4.06 and, following the 3rd anniversary of the Opening Date, Franchisee shall implement those modifications in accordance with the terms herein 4.18. . Franchisor shall have the right, in its sole discretion, to delay the opening of the Hotel if the Design Plans are not approved and implemented pursuant to this Section 2.03.

Section 2.04. Property Improvement Plan.

This Section 2.04 shall only apply if the Hotel is an adaptive reuse. In such instance, Franchisee must renovate the Hotel in accordance with the adaptive reuse Property Improvement Plan ("**PIP**") as agreed between the Parties and attached hereto as Exhibit C-1, and the Design Plans must comply with the attached PIP.

Section 2.05. Technology Improvement Plan.

This Section 2.05 shall only apply if the Hotel is an adaptive reuse. If the Hotel is an adaptive reuse with an existing technology system, Franchisee must update the technology systems in accordance with the Technology Improvement Plan ("**TIP**") as prepared by Franchisor and attached hereto as Exhibit C-2.

Section 2.06. Hotel Construction.

Construction of the Hotel must begin no later than 12 months following the Effective Date. Construction of the Hotel may not begin until Franchisor has approved the Design Plans in writing. For purposes of this Agreement, construction of the Hotel is deemed to have begun when the vertical construction or adaptation of the Hotel portion of the building begins for mixed use projects or upon pouring concrete for the Hotel's foundation or finished slab for all other projects. After Franchisor approves the Design Plans, Franchisee may not make any material changes to them (including without limitation any changes to any structural or life safety equipment or systems, the number and/or type of guest rooms or common areas, or any architectural features) without Franchisor's prior written consent, which Franchisor will not unreasonably withhold. If material changes in the Design Plans are required during the course of the Hotel's development, Franchisee must notify Franchisor and seek Franchisor's prior consent as promptly as reasonably possible.

Section 2.07. Costs.

All costs related to the construction, design, and development of the Hotel, including, but not limited to, designers, architects, engineers, and contractors hired by Franchisee shall be the sole responsibility of the Franchisee. Additionally, Franchisee shall be responsible for all preopening expenses associated with opening the Hotel, including without limitation, food/beverage inventory, POS System, practice meals and the like.

Section 2.08. Opening Deadline and Extension.

- (a) Franchisee may not open or begin operating the Hotel until Franchisee has satisfied Franchisor's pre-opening conditions as set forth in Section 2.09 hereof. Franchisee must open and begin operating the Hotel under the Hotel System and the Compass Intellectual Property (a) within 24 months after the Effective Date if the Hotel is a new construction, or (b) within ~~12~~18 months after the Effective Date (unless otherwise provided in the PIP, if applicable pursuant to Section 2.04) if the Hotel is an adaptive reuse, as applicable (the "Opening Deadline").
- (b) If Franchisee wants an extension of the Opening Deadline, Franchisee must submit a written request and a \$10,000 extension fee to Franchisor before the Opening Deadline. If Franchisor approves the extension, Franchisor will set a new Opening Deadline, the extension fee will be non-refundable, and Franchisor may, at its option, require Franchisee to modify any previously-approved Design Plans or PIP (if applicable pursuant to Section 2.04), to comply with the then-current design, equipment, and other aspects of the Hotel System. If Franchisor denies the extension, Franchisor will refund the extension fee and the Opening Deadline will remain unchanged.
- (c) All rights granted by Franchisor to the Franchisee under this Agreement are subject to the condition precedent that Franchisee shall render the Hotel a Compass-branded property as required and open the Hotel to the public pursuant to this Agreement and the Hotel Standards on or before the Opening Deadline. Notwithstanding the foregoing, it shall not be a breach of this Agreement if Franchisee's failure to open the Hotel to the public as a Compass-branded property by the Opening Deadline is caused by Franchisor or its Affiliates, or a Force Majeure Event.
- (d) If the Hotel does not open by the Opening Deadline (as may be extended pursuant to Section 2.08(b)), then Franchisor, at its sole option, may terminate this Agreement immediately

without notice to Franchisee. If terminated by Franchisor pursuant to the foregoing, this Agreement shall be null and void and Franchisor will not be required to refund or reimburse any fees or expenses paid by Franchisee in accordance with or as a result of this Agreement and Section 16.05(b) shall apply.

Section 2.09. Conditions for Opening.

Franchisee must not open or begin operating the Hotel until:

- (a) Franchisee has properly developed and equipped the Hotel in compliance with this Agreement and all Applicable Law;
- (b) the Training Program has been completed in Franchisor's commercially reasonable discretion;
- (c) all amounts then due to Franchisor have been paid;
- (d) Franchisee has obtained all required certificates of occupancy, licenses, and permits to operate the Hotel, including without limitation, appropriate liquor licenses to permit alcohol beverages to be sold at the Hotel;
- (e) Franchisee has given Franchisor copies of all insurance policies required under this Agreement, or such other evidence of insurance coverage and payment of premiums as Franchisor requests;
- (f) Franchisee has submitted to Franchisor a written certification that the Hotel complies with the approved Design Plans; was constructed in compliance with the PIP (if applicable pursuant to Section 2.04), Design Standards, Hotel System and Hotel Standards; has technology properly installed, tested and deployed in compliance all Applicable Law (and the TIP, if applicable pursuant to Section 2.05), together with any other certifications from Franchisee's architect and/or other professionals as Franchisor may reasonably require;
- (g) Franchisor conducts a final inspection of the Hotel once the Hotel is ready to open for business; and
- (h) For adaptive reuses, Franchisor may require Franchisee, in Franchisor's sole discretion, to close for a period of time to run concurrently with and not to exceed the training described in Section 3.01(b).

Franchisee agrees to open the Hotel within 10 days after Franchisor has conducted a final pre-opening inspection and given Franchisee its written authorization to open the Hotel. Franchisee shall immediately notify the Franchisor of the first date of operation ("**Opening Date**") after receiving such authorization.

Section 2.10. Franchisor's Pre-Opening Obligations.

Franchisor agrees to use commercially reasonable efforts in connection with its review and approval of Design Plans and its approval to open the Hotel under the Compass Intellectual Property, including by making a reasonable number of visits to the Site and providing reasonable guidance and advice relating to the Hotel's development or conversion. Franchisor's review and approval of Design Plans, provision of construction, design, architectural, planning and/or related services in connection

with the Hotel (whether before or after signing this Agreement), and its approval to open the Hotel under the Compass Intellectual Property are intended only to determine compliance with Franchisor's pre-opening requirements. However, Franchisor's determination that Franchisee has met all Franchisor's pre-opening requirements will not constitute a representation or warranty, express or implied, that the Hotel complies with Applicable Law or a waiver of Franchisee's non-compliance, or of Franchisor's right to demand full compliance, with Franchisee's pre-opening requirements or any other provision of this Agreement. Franchisor will have no liability to Franchisee for the Hotel's construction or renovation. It is Franchisee's responsibility to make sure that the Hotel complies with the Hotel Standards, Applicable Law, and permit requirements.

Section 2.11. Comfort Letters.

Franchisee shall not pledge this Agreement as collateral for any financing. Franchisee must cause each lender, each ground lessor (if applicable), owner of fee simple title to the Hotel's real property or building and improvements (if Franchisee is not that owner), and each other entity with an interest (or any power or right, conditional or otherwise, to acquire an interest) in the Hotel's real property or building and improvements (each a "**Comfort Letter Party**") to sign a comfort letter or other agreement that Franchisor reasonably specifies under which such Comfort Letter Party agrees, among other things, to assume Franchisee's obligations under this Agreement (subject to Franchisor's rights herein) if the Comfort Letter Party or any of its Affiliates acquires title or otherwise assumes possession, or the right to sell or direct the disposition of, the Hotel's real property or building and improvements. ~~Franchisee shall pay Franchisor its then current comfort letter fee for each comfort letter that Franchisor must provide relating to the Hotel.~~ In addition, upon Franchisor's request, Franchisee must cause each Comfort Letter Party to sign and deliver to Franchisor an estoppel in the form that Franchisor reasonably specifies concerning the status of Franchisee's contractual relationship with that Comfort Letter Party.

Section 2.12. Guaranty.

Franchisee must ensure that each of its Owners with Control over the Franchisee, and any additional parties which Franchisor may specify from time to time whether that Person owns an interest in the Franchisee (the "**Guarantors**"), executes Franchisor's form of Guaranty (the "**Guaranty**") attached hereto as Exhibit D

Section 2.13. Ownership.

Franchisee acknowledges that any design elements that are part of the Compass Intellectual Property and any designs created specifically for the Hotel, with the exception of designs which do not incorporate the Compass Intellectual Property, and all designs which are material to the structural or functional integrity of any building, swimming pool or other sport or recreational facility, parking facility or landscape element which is included in the Hotel, shall be and are hereby non-exclusively licensed to Franchisee for the duration of the Term, but only for use in the Hotel which is the subject of this Agreement.

ARTICLE III TRAINING, GUIDANCE, AND ASSISTANCE

Section 3.01. Training.

- (a) Management Training Program. Prior to the Opening Deadline, Key Personnel shall successfully complete a training program conducted by employees or representatives of Franchisor or its Affiliates ("**Training Program**") at such Compass Hotel or other Margaritaville-branded venue as selected by Franchisor in its sole discretion. The duration

of the Training Program shall be as determined by Franchisor in its sole discretion to enable Key Personnel to operate and manage the Hotel. The average duration of such Training Program is approximately three weeks. Without limiting Section 3.01(e), Franchisor shall not charge Franchisee any costs or expenses related to the operation of the training venue and its employees used for the Training Program. All other costs associated with the Training Program shall be the responsibility of Franchisee. If any of the Key Personnel are replaced during the Term, the newly hired personnel shall be required to attend the Training Program at Franchisee's sole expense within one month of beginning employment or as otherwise agreed by the Parties.

- (b) Task Force Training. In addition to the Training Program, Franchisor shall provide task force support (the “**Task Force**”) to assist in pre-opening training and set up for the Hotel. The Task Force may include Franchisor's key personnel and trainers, as well as trainers from existing Compass Hotels or other Margaritaville-branded venues (the “**Trainers**”). Franchisor shall determine, in its sole discretion, the quantity of resources needed. All costs arising from or related to Franchisor's Task Force personnel shall be the responsibility of Franchisor, provided that Franchisee shall provide complimentary lodging to such personnel during the Task Force period. All other costs associated with the Task Force, including costs related to the lodging, per diem, travel expenses, and any other costs related to the Hotel's use of the Trainers shall be the responsibility of Franchisee. Such training shall be conducted on such days and times as mutually agreed to by the Parties. The Training Program shall include a customized course of training covering the procedures necessary to properly operate the Hotel. Task Force support may be provided at the Hotel for a minimum of 10 days and a maximum of 14 days. There is no fee for the training programs, but you will cover the expenses for our personnel to provide the training. Further with respect to the Task Force, if you are not able to demonstrate compliance with Franchisor's Hotel Standards, as determined in Franchisor's sole discretion, after 14 days of training at the Hotel, then the Task Force may stay longer until Franchisee is able to demonstrate compliance with Hotel Standards, as determined in Franchisor's sole discretion. In such event, Franchisee will be required to pay \$500 per day per trainer for each additional day the Task Force remains until Franchisee becomes compliant with Hotel Standards, in addition to the Task Force's additional expenses associated with their extended stay.
- (c) Annual Margaritaville Revenue & Marketing Summit. Franchisor hosts the Annual Margaritaville Revenue and Marketing Summit (the “**Marketing Summit**”) at a Margaritaville-branded hotel or resort of Franchisor's choice. Franchisee's marketing leaders, sales leaders, and revenue leaders are required to attend the Marketing Summit. The Marketing Summit currently costs \$399 per person, plus all costs associated with travel and lodging expenses while at the Marketing Summit. The Marketing summit costs per person may increase over time if Franchisor's underlying costs to host the Marketing Summit increase.
- (d) Additional Training. At various times throughout the Term, including prior to the Opening Date, Franchisor may conduct conferences, programs, webinars, teleconferences, regional or national conventions or meetings, onsite training by experienced personnel of other Compass Hotels or other Margaritaville-branded venues, or additional or refresher training sessions on matters related to the Hotel System. Franchisor will determine the duration, curriculum, and location of such additional training programs, which may take the form of web-based training modules, webinars, seminars, in-person training, or on-site training. Franchisee's Key Personnel, Owners and other Hotel personnel that Franchisor designates must attend any additional training. Franchisor may also, at its option, provide other

optional training programs from time to time during the Term. Any such training will be provided at Franchisee's expense.

- (e) Optional Training. Franchisee may request additional training be provided to Hotel personnel. Franchisor, in its discretion, may provide such requested training at Franchisee's expense. Any specific training, guidance or assistance that Franchisor provides does not create an obligation (whether by course of dealing or otherwise) to continue providing that specific training, guidance or assistance, all of which Franchisor may periodically modify.
- (f) Training Fees. Franchisee must pay Franchisor's then-current fees for any onsite or offsite training that the Hotel's personnel attend, including, but not limited to, the Training Program. Franchisee shall also be responsible for all costs associated with Hotel personnel related to the Training Program or other training as required pursuant to this Section 3.01, including without limitation, wages, salaries, housing, travel-related expenses and per diem charges incurred by the trainees, subject to a mutually agreed budget. Except as otherwise specified herein, if the training is conducted onsite at the Hotel, then Franchisee must cover the costs of lodging and living expenses for all persons conducting such training, including, but not limited to Franchisor personnel.

Section 3.02. Hotel Standards Manual.

Franchisor shall provide Franchisee access to the electronic media and/or written materials reflecting the then-current Hotel Standards (the "**Manual**") during the Term. Franchisee must comply with the terms of the Manual and any Supplements to the Manual (defined below), as Franchisor periodically modifies it. The Manual and any Supplements to the Manual may include electronic media and/or written materials and Franchisee agrees to monitor and access any updates to the Manual, Hotel Standards, or other aspects of the Hotel System. Subject to Section ~~4.20~~4.18, Franchisor may make additions to, deletions from, and modifications to the Manual and the Hotel Standards ("**Supplements**") from time to time and in any form or fashion, including:

- (a) altering the products, accounting and computer systems, forms, policies, and procedures of the Hotel System;
- (b) adding, modifying, or substituting the equipment, signs, trade dress, and other Hotel characteristics that Franchisee is required to use or display (subject to the limitations set forth in this Agreement);
- (c) implementing new programs and policies, which may require Franchisee to incur additional expenses, purchase new equipment or supplies, or pay additional reasonable fees; and
- (d) changing, improving or modifying the Compass Intellectual Property.

Franchisor will communicate all Supplements in writing or electronically to Franchisee, as Franchisor deems appropriate. Franchisee must, as soon as commercially reasonable, adopt and use any Supplements to the Manual, provided that Franchisor shall enforce such Supplements on a basis consistent with other Compass Hotels of similar size and amenities as the Hotel. All Supplements to the Manual are binding on Franchisee as if they were part of the Manual previously provided to Franchisee. All references in this Agreement or otherwise to the Manual will include any and all Supplements to the Manual. Subject to Section ~~4.20~~4.18, Franchisee acknowledges that changes in the Hotel Standards or Manual may obligate Franchisee to invest additional capital in the Hotel and/or incur higher operating costs. Franchisee agrees that Franchisor owns all proprietary rights in and to the Hotel System and the Manual. The Manual will

at all times remain Franchisor's property. Franchisee agrees to restrict (and ensure its Key Personnel restrict) access to the Manual in accordance with Franchisor's policies, as Franchisor periodically modifies them. If there is a dispute between the Parties over a version of the content of the Manual, Franchisor's master version of the Manual controls. Franchisee agrees that the Manual's contents and any passwords or other digital identifications necessary to access the Manual constitute Confidential Information.

Section 3.03. Other Arrangements and Delegation.

Franchisor may arrange with its Affiliates or other third parties to provide development, marketing, operations, administration, technical, and support functions, facilities, services, and/or personnel related to the Hotel System. Franchisor and its Affiliates also may use any functions, facilities, programs, services, and/or personnel used in connection with the Hotel System in Franchisor's and its Affiliates' other business activities, even if these other business activities compete with the Hotel or the Hotel System. Franchisee agrees that Franchisor has the right, in its sole discretion, to delegate the performance of any portion or all of its obligations under this Agreement to third-party designees, whether these designees are its Affiliates, agents, or independent contractors with whom Franchisor contracts to perform these obligations. If Franchisor does so, the third-party designees will be obligated to perform the delegated functions for Franchisee in compliance with this Agreement. However, unless Franchisor notifies Franchisee in writing of its delegation of any such obligations or its transfer of this Agreement pursuant to Section 12.01, Franchisee agrees that it shall look only to Franchisor and not to any other person or entity (including an Affiliate of Franchisor) for the performance of such obligations, as only Franchisor (and not any of Franchisor's Affiliates or any other person or entity) has undertaken such obligation.

ARTICLE IV OPERATION OF THE HOTEL

Section 4.01. Operating Guide.

The operating guide for the Hotel shall be approved in advance by Franchisor in writing before the Opening Date. Franchisor may provide Franchisee a sample hotel operating guide to provide the Franchisee with a better understanding of the Hotel Standards. Any material updates to the operating guide shall be approved by Franchisor in writing.

Section 4.02. Meetings.

Franchisee shall meet, in person or by telephone, with Franchisor: (i) prior to the Opening Date, on a monthly basis; and (ii) thereafter, on a quarterly basis, or more or less frequently as reasonably requested by Franchisor in order to discuss the ongoing operation and management of the Hotel. Such meetings shall be in addition to any audits conducted pursuant to Section ~~4.17~~4.14 of this Agreement.

Section 4.03. Management of the Hotel.

- (a) Management Company. Subject to Franchisor's approval, the Hotel shall be managed directly by Franchisee or by a management company (a "**Management Company**"). Franchisor may refuse to approve a proposed Management Company or refuse to approve Franchisee's management of the Hotel. If Franchisor refuses to approve Franchisee to manage the Hotel, then Franchisee must engage a Management Company approved by Franchisor. Franchisee or the Management Company shall at all times retain and exercise direct management control over all aspects of the Hotel's business and be the employer of the Hotel's personnel. Franchisee shall not enter into any lease, management agreement, or

other similar arrangement with a Management Company for the management or other oversight of all or a part of the Hotel's operation without Franchisor's prior written approval. Franchisee will approve an arrangement that meets Franchisor's minimum qualifications and ensures that its personnel attend and complete required brand standard training programs. Franchisor requires, as a condition of its acceptance, that each Management Company sign an agreement in favor of Franchisor acknowledging, among other things, that the Management Company does not have an ownership interest in Franchisee and that the Management Company will be bound by the restrictive covenants in this Agreement, including without limitation, covenants governing Franchisor's Confidential Information and non-competition covenants ("**Management Rider**"). Notwithstanding the foregoing, Franchisee acknowledges and agrees that compliance with the terms and obligations of this Agreement shall be Franchisee's responsibility even though Franchisee may retain a Management Company. ~~If Franchisee changes the Management Company it is using to manage the Hotel during the Term of this Agreement, then Franchisee shall pay a transition fee to Franchisor in connection with the engagement of such new Management Company in order to offset some of the costs Franchisor incurs in evaluating the new Management Company. The fee is currently \$5,000 but Franchisor reserves the right to increase such fee to account for an increase in Franchisor's costs of evaluating any such Management Company.~~

- (b) General Manager. During the Term, the Franchisee (or the Management Company) shall, using commercially reasonable judgment, appoint one or more Persons to exercise primary responsibility for management of the Hotel (or any component thereof, including without limitation the Food and Beverage Service) and oversee the operation and maintenance of the Hotel (each, a "**General Manager**"). Before a General Manager is engaged, Franchisee shall submit to Franchisor the proposed candidate's identity and qualifications and Franchisor may consult with Franchisee regarding his/her management experience, qualifications, and ability to maintain the Hotel Standards. At Franchisor's option, Franchisor may meet with the General Manager candidate before he/she is hired. If the General Manager fails to ensure that the Hotel satisfies the Hotel Standards, Franchisor may require Franchisee (or the Management Company) to hire a new General Manager. ~~If Franchisee changes the General Manager it is using to manage the Hotel during the Term of this Agreement, Franchisee shall pay a transition fee to Franchisor in connection with the engagement of such new General Manager in order to offset some of the costs Franchisor incurs in evaluating the new General Manager. The fee is currently \$5,000 but Franchisor reserves the right to increase such fee to account for an increase in Franchisor's costs of evaluating any such General Manager.~~
- (c) Management Criteria and Standards. The Management Company and General Manager shall manage the Hotel in accordance with this Agreement, the Manual and the Hotel Standards. In the event that a Management Company or General Manager fails to manage the Hotel in accordance with such criteria and standards, such failure shall constitute a default of this Agreement and, if not cured within the time period set forth in Article XIII of this Agreement, Franchisor shall have the right to exercise the remedies set forth under Article XIV hereof. Franchisee shall have the right, in its sole discretion, to terminate a Management Company or General Manager for due cause without any prior notice to or approval from the Franchisor. Franchisee will immediately notify Franchisor of such a termination occurrence and will proceed in the recruitment and subsequent appointment of a new Management Company or General Manager in accordance with this Section 4.03.

- (d) Franchisee's Management Obligations. Franchisee acknowledges and agrees that compliance with the terms and obligations of this Agreement shall be Franchisee's responsibility even though Franchisee may retain a Management Company and a General Manager.

Section 4.04. Staffing.

Franchisee or the Management Company (as applicable) is solely responsible for hiring the Key Personnel and other Hotel personnel and determining the terms and conditions of their employment. Franchisee or the Management Company (as applicable) must hire and properly train all Key Personnel, including providing any training necessary in addition to the Training Program, and have a Key Personnel team in place at the Hotel at all times. Franchisee must ensure that each member of the Hotel's Key Personnel spends all of his or her working time at the Hotel fulfilling his or her management and operational responsibilities and does not concurrently maintain a position at another lodging facility. Franchisor and Franchisee agree that any materials, guidance, or assistance that Franchisor provides with respect to employment-related policies or procedures, whether in the Manual or otherwise, are solely for Franchisee's (and/or the Management Company's) optional use. Those materials, guidance and assistance do not form part of the mandatory Hotel Standards. Franchisee (or the Management Company) will determine to what extent, if any, these materials, guidance, or assistance should apply to the Hotel's employees. Franchisee acknowledges that Franchisor does not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Hotel employees or patrons. Franchisee (or the Management Company) is solely responsible for determining the terms and conditions of employment for all Hotel employees (including Key Personnel), for all decisions concerning the hiring, firing and discipline of Hotel employees, and for all other aspects of the Hotel's labor relations and employment practices.

Section 4.05. Data Ownership, Use, and Protection.

- (a) Guest Profile Data.

- (i) *Ownership and Use.* All Guest Profile Data is and shall remain the property of Franchisor (and its Affiliates) and shall at all times be Confidential Information. Franchisee must obtain from Hotel guests, prospective guests and third parties all consents and authorizations, and provide guests with all disclosures required by Applicable Law and necessary to transmit Guest Profile Data to Franchisor or its Affiliates, and for Franchisor and its Affiliates to use that Guest Profile Data, in the manner contemplated by this Agreement and Franchisor's then-current privacy notice. Franchisee shall provide Franchisor with access to all Guest Profile Data in Franchisee's possession or control through an automated process, in the format and manner specified by Franchisor, and Franchisor shall have the right to access the Hotel's property management system ("PMS") and other computer systems upon request to review and retrieve Guest Profile Data. Franchisor grants Franchisee a limited, revocable, non-transferrable right and license to use the Guest Profile Data in Franchisee's possession during the Term solely as necessary and allowed by Applicable Law to market to and provide services to the Hotel's guests and prospective guests. Unless Franchisor (in its sole discretion) has approved in writing and in advance or as otherwise required by Applicable Law, and, only to the extent required by Applicable Law, the Guest Profile Data shall not be: (a) used by or on behalf of Franchisee for any other purpose; (b) disclosed, sold, shared, assigned, leased or otherwise provided to third parties by or on behalf of Franchisee; or (c) commercially exploited by or on behalf of Franchisee. Franchisee shall not use Guest

Profile Data to market other brands and shall not combine the sales, marketing, promotion and/or advertising of any other brand with the sales, marketing, promotion and/or advertising of the Hotel unless specifically approved by Franchisor. Franchisee shall not create, engage in, or promote any separate additional applications, loyalty or rewards programs or any kind other than those approved by Franchisor. Franchisee shall not manually upload or edit Guest Profile Data or data lists of any kind into the system without the express written consent of Franchisor. Franchisee is not permitted to purchase or sell data lists, or make third-party data sharing agreements for use in connection with the Hotel.

- (ii) *Third Party Subcontractors.* Franchisee may only authorize a third party (subcontractor) or Affiliate to process the Guest Profile Data if: (a) Any such subcontractor or Affiliate is approved by Franchisor in writing prior to engagement by Franchisee, or in the case of an Affiliate, if the use of the Guest Profile Data by the Affiliate is approved in writing by Franchisor before access to the Guest Profile Data is granted to the Affiliate; (b) Franchisee enters into a written contract with the subcontractor or Affiliate that contains terms substantially the same as those set out in this Agreement and, upon the Franchisor's written request, provides the Franchisor with copies of such contracts; (c) Franchisee maintains control over all Guest Profile Data it entrusts to the subcontractor or Affiliate; and (d) the subcontractor's or Affiliate's contract terminates automatically on termination of this Agreement for any reason.
- (iii) *Assignment.* To the extent Franchisee acquires any rights in the Guest Profile Data by operation of Applicable Law, Franchisee hereby irrevocably assigns, transfers and conveys to Franchisor (and Franchisee shall cause Franchisee Agents to assign, transfer and convey to Franchisor), without further consideration all of its and their right, title and interest in and to the Guest Profile Data. Upon request by Franchisor, Franchisee shall and shall cause Franchisee Agents to execute and deliver to Franchisor any other documents that may be necessary or desirable under any Applicable Law to preserve, or enable Franchisor to enforce, its rights with respect to the Guest Profile Data.
- (iv) *Policies.* Franchisee shall develop, maintain, and enforce all necessary privacy and security policies and procedures in order to comply with Data Protection Laws and the requirements of this Agreement. Franchisee shall limit the disclosure of Guest Profile Data to only those Franchisee personnel who: (a) have been advised of the proprietary nature of the Guest Profile Data; (b) have acknowledged the obligation to maintain the confidentiality of the Guest Profile Data in accordance with the terms of this Agreement; (c) have undertaken reasonable training on the Data Protection Laws relating to handling the Guest Profile Data and Confidential Information and how they apply to their particular duties; and (d) are aware of the Franchisee's duties and their personal duties and obligations under the Data Protection Laws and this Agreement. Franchisee personnel shall only use the Guest Profile Data to market to and provide services to the Hotel's guests and prospective guests at the direction of Franchisee, and Franchisee will take reasonable steps to ensure the reliability, integrity, and trustworthiness of all Franchisee's personnel with access to the Guest Profile Data.
- (v) *Termination.* Upon termination of this Agreement or expiration of the Term, any continued use of the Guest Profile Data by Franchisee shall be (a) solely in

connection with Franchisee's operation of the Hotel, (b) at Franchisee's own risk, and (c) subject to Applicable Law and any surviving provisions hereof.

- (b) Data and Consumer Protection Laws. Franchisee represents, warrants and covenants that it is familiar with the requirements of, and that it has been, is and will continue at all times to be, in compliance with all consumer protection, data protection, privacy and cybersecurity laws that may be applicable to the Hotel, the Hotel System, Franchisor or Franchisee, including but not limited to the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”), the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020) (“**CCPA**”), the Virginia Consumer Data Protection Act (“**CDPA**”), the Colorado Privacy Act (“**CPA**”), the Utah Consumer Privacy Act (“**UCPA**”), the Connecticut Personal Data Privacy and Online Monitoring Act (“**CPDPA**”), the Telephone Consumer Protection Act of 1991 (“**TCPA**”), the Controlling the Assault of Non-Solicited Pornography and Marketing Act (the “**CAN-SPAM Act**”), the Telemarketing Sales Rule (“**TSR**”) and the Junk Fax Prevention Act, any regulations related thereto, and similar federal, state and local privacy-related and telemarketing-related laws, rules, regulations and ordinances (“**Data Protection Laws**”). Franchisee grants Franchisor the right to take reasonable and appropriate steps to ensure all Guest Profile Data is being processed in accordance with Data Protection Laws. Franchisee further represents, warrants and covenants that no person (including any Governmental Authority) has provided Franchisee any notice or commenced any action or investigation with respect to a potential violation by Franchisee of the TCPA or any other Applicable Law, and that Franchisee will notify Franchisor of any such notice, action or investigation by e-mail at legal@margaritaville.com within 15 calendar days following Franchisee's receipt of such notice, action or investigation. Franchisee must promptly inform Franchisor if Franchisee determines that it can no longer meet its obligations under Data Protection Laws. Additionally, Franchisee shall take such actions and execute such documents, disclosures, and notices as required by law or as requested by Franchisor that are necessary for compliance with any of the Data Protection Laws by Franchisor or its Affiliates within a reasonable timeframe. Upon written request, Franchisee will provide all documents disclosures, notices, and other relevant records to Franchisor to demonstrate compliance with Data Protection Laws. Franchisee grants Franchisor the right to take reasonable and appropriate steps to remediate any unauthorized use of Guest Profile Data and will reimburse Franchisor and its Affiliates for all costs and damages incurred in connection with Franchisee's non-compliance with the Data Protection Laws.
- (c) Data Subject Requests. For any data subject request submitted to Franchisee that requires Franchisor's cooperation or assistance for Franchisee to process the request in accordance with Applicable Law (e.g., data subject requests that implicate Guest Profile Data), Franchisee shall:
- (i) Upon receiving notice of the request, inform Franchisor of the request within 2 days by emailing Franchisor at legal@margaritaville.com;
 - (ii) Provide all relevant information and reasonable assistance requested by Franchisor in connection with the request;
 - (iii) Be responsible for processing and responding to the request in accordance with Applicable Law; and

- (iv) In its response back to the consumer, inform the consumer: (i) that Franchisee is part of a franchisor/franchisee relationship with Margaritaville Enterprises LLC, through which Franchisee owns and operates an individual Compass hotel, or other branded resort, or restaurant (as applicable); (ii) the data subject request that was submitted to Franchisee only applies to personal information collected and processed by Franchisee, and not personal information collected or processed by Margaritaville Enterprises LLC or any other Margaritaville branded hotel, resort, or restaurant; and (3) for any questions, comments, or data subject requests pertaining to Margaritaville Enterprises LLC or any other Margaritaville franchisee or licensee, the consumer should reach out to Margaritaville Enterprises LLC, the franchisee, or the licensee directly.
- (d) Information Practices Complaints. Franchisee shall promptly notify Franchisor of any complaint relating to the processing of Guest Profile Data, including allegations that the processing infringes on an individual's rights. Franchisee shall cooperate with Franchisor and provide all documents and information reasonably requested in order for Franchisor to assess and, if determined by Franchisor that a response is needed, to respond to the complaint. Franchisee agrees that it will inform Franchisor if it believes that any Franchisor instructions made in the context of an audit or inquiry regarding the processing of Guest Profile Data pursuant to this Agreement would violate Applicable Law. If a website is developed pursuant to Section 8.07 hereof, Franchisee shall be solely responsible for ensuring the licensed URL is maintained with accurate disclosures and policy notices and complies with Data Protection Laws.
- (e) Protection of Data. Franchisee shall and shall cause Franchisee Agents to implement, maintain and enforce reasonable administrative, electronic, technical, physical, logical, and other security measures and safeguards consistent with (a) industry frameworks and guidelines (e.g., the NIST Cybersecurity Framework or CIS Controls); (b) any applicable Franchisor policies (c) the information security policies of Franchisee; and (d) Applicable Laws in order to: (i) prevent unauthorized access, use or disclosure of the Guest Profile Data and Confidential Information of Franchisor (including during storage, transmission and disposal); (ii) protect against any anticipated threats or hazards to the security or integrity of the Guest Profile Data and Confidential Information of Franchisor; (iii) limit access to the Guest Profile Data and Confidential Information of Franchisor to those personnel of Franchisee who have a reasonable need for such information; and (iv) ensure the proper, secure and lawful storage, transmission and disposal of the Guest Profile Data and Confidential Information within possession or control of Franchisee and Franchisee Agents. Franchisee shall and shall cause the Franchisee Agents to encrypt all Guest Profile Data during storage and transmission. Franchisor may, from time to time, notify Franchisee of additional, new or updated security requirements; provided, that Franchisee shall be responsible for any Franchisee costs required to implement such requirements. Franchisee shall (and for clarity, Franchisee shall ensure the Franchisee Agents) comply with such new security requirements within sixty (60) days of notice thereof. Franchisee shall ensure that Guest Profile Data is not physically transferred to, accessed by, or otherwise processed by any personnel or systems outside of the United States or any country or territory where the Hotel is located. Franchisee shall ensure training of Franchisee's personnel includes cyber security awareness.
- (f) Unauthorized Disclosure of Data.

- (i) *Security Incident Management.* Franchisee shall maintain a written, up-to-date information security incident plan that (i) has been approved by management; (ii) is communicated to Key Personnel; and (iii) has an owner to maintain and review the incident response management program. The security incident plan shall include, at a minimum, processes for responding to a cybersecurity event, goals for the response plan, roles and responsibilities, internal and external communication plans, requirements for remediation, documentation and reporting related to incident response activities, and post-incident evaluation and policy revision activities. The security incident plan shall address different types of cybersecurity events, including disruptive events such as ransomware incidents.
- (ii) *Security Incident Notification.* In the event of a Security Incident, Franchisee shall: (i) promptly inform Franchisor in writing of such Security Incident, but by no later than twenty-four (24) hours from the date Franchisee obtains actual or constructive knowledge of the Security Incident; (ii) promptly investigate, correct, mitigate, remediate, and otherwise handle the Security Incident, including by identifying Guest Profile Data or Confidential Information that may have been accessed, acquired, disclosed, or used as a result of the Security Incident and taking sufficient steps to prevent the continuation and recurrence of the Security Incident; and (iii) immediately provide information, including artifacts required for incident response and forensics investigations, and assistance, such as preservation and retention of logs and data relevant to the evaluation, requested by Franchisor.
- (iii) The written notice to the Franchisor required in the previous sentence must be sent to legal@margaritaville.com and shall include, at a minimum (if known, and to Franchisee's knowledge as of the time of the notice): (i) the type of Guest Profile Data or Confidential Information that may have been accessed, acquired, disclosed, or used as a result of the Security Incident, (ii) if any Personal Data may have been accessed, acquired, disclosed, or used, the type of personally identifiable data and the names and contact information of all individuals whose personally identifiable data may have been impacted by the Security Incident, (iii) Franchisee's plan for corrective actions to respond to the Security Incident; and (iv) steps taken to secure Guest Profile Data or Confidential Information and preserve information for any necessary investigation. Franchisee shall not unreasonably delay its notification to Franchisor. Additionally, Franchisee shall provide regular updates to Franchisor regarding the Security Incident and shall notify Franchisor promptly as new information becomes known, until the Security Incident is fully remediated to Franchisor's reasonable satisfaction.
- (iv) All information relating to the Security Incident must be retained by Franchisee until Franchisor has consented in writing to its destruction. If requested by Franchisor and subject to Franchisor's confidentiality obligations, Franchisee shall permit Franchisor and its agents to access Franchisee's facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of such Security Incident. Depending upon the type and scope of the Security Incident, Franchisor personnel may participate in: (i) interviews with Franchisee's employees and subcontractors involved in the Security Incident; and (ii) review of all relevant records, logs, files, reporting data, systems, Franchisee devices, and other materials as otherwise required by Franchisor. Franchisee shall obtain cyber security insurance in the amounts required by Franchisor and provide a Certificate of Insurance from the insurer to Franchisor, naming Franchisor as an additional insured of Franchisee.

Further, Franchisee shall follow industry accepted practices surrounding the patching of system vulnerabilities. Franchisee shall install anti-virus and spyware software on Franchisee's computer systems and ensure such software and Franchisee's computer systems are updated with the current version at all times.

- (v) *Notification.* Although Franchisee is solely responsible for compliance with all data breach notification requirements under Data Protection Laws, Franchisee: (1) will not inform any third party of a Security Incident without first notifying Franchisor; and (2) will not issue any notices, messaging, press releases, or similar disclosures to any third party relating to the Security Incident without review and approval of such communications; provided, however, Franchisee may provide notice of a Security Incident to its insurance carrier, incident response provider, legal counsel, or law enforcement without Franchisor's consent. Franchisee acknowledges and agrees that compliance with all Data Protection Laws shall be Franchisee's responsibility even though Franchisee may coordinate its response to a Security Incident with Franchisor. If Franchisor determines that it may need to notify any individual(s) as a result of such Security Incident (unless such Security Incident was solely caused by Franchisor's negligence), Franchisee shall bear all direct and indirect costs associated with such determination including, without limitation, the costs associated with remedial measures (including, without limitation, notice to affected individuals, credit monitoring services, identity restoration services, fraud insurance, the establishment of a call center to respond to customer inquiries and any forensic analysis, including any forensic analysis required by any payment card brand, required to determine the scope of the Security Incident). Franchisee's obligations under this Section and any breach by Franchisee of the obligations in this Section shall not be subject to any limitations on damages suffered by Franchisor or its Affiliates. No limitation or exclusion in the Agreement shall limit Franchisor's rights to recover from Franchisee damages, losses or sanctions suffered by Franchisor to the extent of amounts recovered by, or sanctions awarded to, a third party which are caused by Franchisee's breach of the obligations in this Section, regardless of how such amounts or sanctions awarded to such third party are characterized.

- (g) Benchmarking Data. On a monthly basis, Franchisee shall report ADR, Occupancy and other benchmarking data for the Hotel to STR/Smith Travel Research (or such other market analysis firm as Franchisor may designate from time to time). To the extent that Franchisee elects to utilize HotStats for competitive set data, Franchisee shall sign a release with HotStats to allow such data to be shared with Franchisor.

- (h) PCI Compliance. Without limiting any other obligation of Franchisee under this Agreement, Franchisee acknowledges and agrees that it is responsible for securing Payment Card Data and that the following provisions shall apply:
 - (i) *Obligation to Comply.* Franchisee shall and shall cause the Franchisee Agents to comply with (a) the most current version of the Payment Card Industry Data Security Standards (including the payment application data security standards), as amended or updated from time to time (the "**PCI Security Standards**") and (b) the requirements set forth herein for the handling of Payment Card Data and any such related obligations as reasonably requested by Franchisor from time to time.

 - (ii) *Restrictions on Use.* Franchisee acknowledges and agrees that Payment Card Data may only be used for assisting in completing a card transaction, for fraud control

services, for a Loyalty Program, or as otherwise permitted by Franchisor. Franchisee shall handle all Payment Card Data in accordance with the PCI Security Standards, Applicable Law and the requirements of the agreements between Franchisee and processors of Payment Card Data.

- (iii) *Security Incident.* In the event of a Security Incident with respect to Payment Card Data, in addition to the obligations of Franchisee set forth in this Section 4.05 above, Franchisee shall and shall cause the Franchisee Agents to promptly provide Franchisor or its designee (e.g., Visa, MasterCard, American Express, Discover), and the issuing financial institution and their respective designees access to the facilities and all pertinent records of Franchisee and Franchisee Agents to conduct a review of Franchisee's compliance with the requirements set forth in this Section. Franchisee shall and shall cause the Franchisee Agents to cooperate fully with any reviews of their facilities and records provided for in this paragraph. Although Franchisee is solely responsible for compliance with all data breach notification requirements under Data Protection Laws, Franchisee will not inform any third party of a Security Incident without first notifying Franchisor. Franchisee acknowledges and agrees that compliance with all Data Protection Laws shall be Franchisee's responsibility even though Franchisee may coordinate its response to a Security Incident with Franchisor.
- (iv) *Survival.* Franchisee is responsible for securing and protecting the confidentiality of Payment Card Data in its possession for as long as the Payment Card Data is maintained, including after expiration or termination of this Agreement.

Section 4.06. Hotel Standards.

- (a) Subject to Section 15.04 or any Force Majeure Event, Franchisee must operate the Hotel 24 hours a day, every day, and use the Hotel and its premises solely for the business franchised under this Agreement.
- (b) Without prior written approval from Franchisor, Franchisee may not operate, or allow any third party to operate, a time share office or desk or any other area from which time share interests, similar interests, or rights relating to any other property or service are offered or sold on or from any part of the Hotel premises.
- (c) Franchisee must at all times ensure that the Hotel is operated in compliance with the Hotel System, the Manual, and all other written Hotel Standards. Hotel Standards may regulate, among other things:
 - (i) any aspect of the Hotel's operation which impact the reputation and goodwill of the brand;
 - (ii) standards relating to the design, maintenance, décor, life safety, cleanliness, and sanitation, including periodic cleaning, repainting, and redecorating of the Hotel in compliance with the Hotel System;
 - (iii) the provision of efficient, courteous, competent, prompt, and high-quality service to the public;

- (iv) quality standards and the types of services, concessions, amenities, and other items that Franchisee may or must use, promote, or offer at the Hotel;
- (v) standards and specifications for FF&E, supplies, and other goods and services that the Hotel uses or sells;
- (vi) standards for the Hotel technology and other system components;
- (vii) use of the Compass Intellectual Property, including the display, style, location, and type of signage and all uses of the Compass Intellectual Property and/or references to the Hotel in connection with any social networking or social media sites or tools;
- (viii) directory and reservation service listings of the Hotel and methods for using required and authorized technology systems;
- (ix) creating a favorable response to the name “**Compass by Margaritaville**” and the names of any brand extensions, other Compass Intellectual Property, and brand-specific programs bearing the “**Compass**” or “**Margaritaville**” name;
- (x) honoring all nationally recognized credit cards and other payment mechanisms that Franchisor periodically designates and entering into all necessary credit card and other agreements with the issuers of those cards and other applicable parties;
- (xi) complimentary and reduced-rate room policies applicable to all similarly situated Compass Hotels (subject to Reasonable Deviations);
- (xii) secret shopper programs, guest relations programs, and guest complaints and resolution programs, including reimbursing dissatisfied guests for their costs of staying at the Hotel and participating in other guest satisfaction programs in the manner Franchisor periodically specifies;
- (xiii) delivering to Franchisor or otherwise providing Franchisor access to the Guest Profile Data as described in Section 4.05;
- (xiv) record retention policies and programs;
- (xv) policies and procedures regarding the collection, storage, use, processing and transfer of personal data (which includes information that identifies or is capable of identifying an individual), payment card data, or other financial data and information, including any data privacy or data security compliance programs, any payment card industry data security standards, together with any related audit or certification requirements, and all other applicable data protection and privacy laws and regulations;
- (xvi) pricing and room standards and specifications comparable to other upscale, select-service hotels in Franchisee’s area as identified by Smith Travel Research’s reported data for the market;

- (xvii) quality assurance measures for the Hotel and the Hotel System, including deficiency action policies and other measures concerning the Hotel's compliance with the Hotel System, the Manual, and Hotel Standards; and
 - (xviii) participation in and compliance with the terms of all of Franchisor's mandatory marketing, reservation service, website/CMS platform and analytics, social media platforms and structure, photography and videography program, rate and room inventory management, advertising, cooperative advertising, guest frequency, social responsibility, discount or promotional, customer award, customer loyalty, Internet, computer, training, ~~financial reporting~~ and operating programs, including: ~~(i) an approved PMS that interfaces with the CRS or any other central reservation system Franchisor periodically adopts; and (ii) a financial reporting software or service of Franchisor's choosing to interface with the Hotel's POS/PMS system and transmit to Franchisor real time data related to revenue and overall hotel performance.~~ Franchisor reserves the right to collect any and all data and information that relates to the overall performance of the Hotel. Franchisor may periodically establish and/or coordinate these programs with third parties Franchisor designates. These third parties may (but need not) be Franchisor's Affiliates. Franchisee must sign and comply with any license, participation and other agreements Franchisor periodically specifies relating to these programs.
- (d) Franchisee acknowledges that Franchisor and its Affiliates may operate, and authorize others to operate, Compass Hotels inside and outside the United States providing additional, fewer, and/or different amenities and services to guests than the Hotel provides, or that otherwise operate in a manner that is substantially different from the manner in which the Hotel operates. Because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisee acknowledges that Franchisor specifically reserves the right and privilege, as Franchisor deems best, to vary the Hotel System and Hotel Standards for any Compass Hotel based upon the peculiarities of any condition or factors that Franchisor considers important to that hotel's successful operation ("**Reasonable Deviations**"). Franchisee has no right to require Franchisor to grant Franchisee a similar variation or accommodation.

Section 4.07. Sources of Products and Services.

Franchisor may require Franchisee to acquire FF&E, OS&E, technology, equipment, supplies, and other goods and services from one or more sources that Franchisor periodically designates or approves for the purpose of maintaining the Hotel Standards, the Margaritaville brand, and uniformity across the Hotel System. If Franchisee wishes to obtain any FF&E, OS&E, technology, equipment, supplies or other goods and services from a source that is not currently a Franchisor approved or designated supplier, then the Franchisee must send Franchisor a request in writing with any information and samples that Franchisor deems necessary to determine whether the product, service, and source comply with Franchisor's then-current standards for that product, service, or source. The decision to designate or approve a supplier or source for a particular product or service is in Franchisor's sole discretion. **FRANCHISOR AND ITS AFFILIATES EXPRESSLY EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL PRODUCTS THAT FRANCHISOR OR ITS AFFILIATES OFFER, SELL, OR REQUIRE FOR THE HOTEL ("SOURCED PRODUCTS"). FRANCHISEE'S EXCLUSIVE REMEDY AND FRANCHISOR AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR ALL CLAIMS RELATED TO SOURCED PRODUCTS IS LIMITED TO FRANCHISEE'S REMEDIES AGAINST THE GIVEN**

THIRD-PARTY SUPPLIER OR MANUFACTURER FOR ANY OF THE SOURCED PRODUCTS THAT THEY PROVIDE. THIS DISCLAIMER OF WARRANTIES DOES NOT AFFECT ANY CLAIMS FRANCHISEE MAY HAVE AGAINST THIRD PARTY MANUFACTURERS OR SUPPLIERS OF ANY SOURCED PRODUCTS.

Section 4.08. Central Reservation System.

Franchisor has implemented a central reservation system (“CRS”) through which guests may make reservations at the Hotel System. Franchisee shall adopt such CRS pursuant to the CRS Terms of Use incorporated by reference into the Technology Agreement attached hereto as Exhibit E, which includes payment by Franchisee of a one-time set-up fee and a central reservation fee, calculated generally on a “Per Transaction” basis. Such fees may be increased from time-to-time based on increases in the underlying charges paid by Franchisor for the CRS. Franchisor reserves the right to modify or change, at its sole discretion, the CRS at any time upon 60 days’ notice to Franchisee. Franchisee bears sole responsibility for room inventory management, including rates and availability and restrictions.

Section 4.09. Customer Relationship Management System.

In connection with the CRS, Franchisee shall also participate in Franchisor’s customer relationship management system (“CRM System”) pursuant to the CRM Terms of Use incorporated by reference into the Technology Agreement attached hereto as Exhibit E, which includes payment by Franchisee of a one-time set-up fee, as well as ongoing fees, calculated generally on a “Per Room” basis. Such fees may be increased from time-to-time based on increases in the underlying charges paid by Franchisor for the CRM System. The CRM System allows Franchisor, Franchisee, and other properties to share valuable guest profile information that develops a single, measurable view of Hotel guests. The CRM System includes a secure interface between the Hotel’s PMS and the CRS.

Section 4.10. Technology.

In addition to the technology specifically referenced in this Agreement, Franchisor will from time to time during the Term of this Agreement negotiate on behalf of current and future Compass Hotels, agreements with specific providers of various technology systems, software and platforms necessary to run the Hotel, including, but not limited to, a CMS, PMS, point of sale system (“POS System”), ~~CRS, CRM System,~~ employee performance platform, high speed internet access service, financial reporting systems, music and video distribution systems, website marketing technology, electronic door lock systems, lighting control system, RFID chipped wristbands, payment gateway, ~~gift card solution,~~ day pass reservation system, upsell software, group sales referral program, national sales organization and other marketing platforms, and professional services for Franchisor’s technology consultants, as set forth in the Franchisor’s Technology Standards, as Franchisor may periodically modify them. Franchisor may, at its option and in its sole discretion, require Franchisee to procure the required technology from specific providers or from a list of approved providers. In such event, Franchisor and Franchisee shall amend the Technology Agreement to incorporate such new required technology. Franchisee must obtain Franchisor’s prior approval for installation of any technology platform or system not included in the Hotel Standards.

Section 4.11. Gift Card Program.

Franchisee must participate in the program for the sale and processing of gift cards at participating locations (the “**Gift Card Program**”) that the Franchisor has established. Concurrent with signing this Franchise Agreement, Franchisee must enter into a franchisee participation agreement with Givex, the third-party provider of transaction processing and settlement services for the Gift Card Program (the “**Gift Card Participation Agreement**”). ~~incorporated by reference into the Technology Agreement attached hereto as Exhibit E.~~ Franchisee shall be responsible for the set-up costs associated with the Gift Card Program (currently ~~\$3,000-\$10,000 based on property system set up and available amenities~~ a flat fee of \$5,000) and any other costs that may be imposed by any PMS/POS provider. The Gift Card Participation Agreement is incorporated by reference into the Technology Agreement attached hereto as Exhibit E. When a gift card is redeemed at the Hotel, Franchisee will incur a charge of 2% of the amount tendered if the gift card was purchased at the Hotel or at any other Margaritaville-branded physical location. Franchisee shall incur a charge of 5% of the amount tendered if the gift card was purchased from Franchisor’s website (currently Margaritaville.com/gift-cards) or from a non-branded (third party) location, such as a pharmacy, grocery store or travel agent. Such amount is remitted to Franchisor or its Affiliates and used to offset Franchisor’s cost of the Gift Card Program. The set-up costs, on-going fees paid directly to the Gift Card Program vendor, if any, and gift card charges by Franchisor described herein are collectively referred to as the “**Gift Card Fees**”. Franchisee must honor all Gift Card Program rules and policies. Franchisor reserves the right to change the Gift Card Program, the costs, the redemption reimbursement amounts, and the calculation factors at any time.

Section 4.12. Margaritaville Metasearch Program.

~~Franchisee must participate in Margaritaville Metasearch, a booking channel that facilitates bookings through third party websites, such as Trivago, Tripadvisor, Kayak, Wego, and SkyScanner, and search engines with travel capabilities such as Google and Bing. Metasearch is intended to support Franchisor’s direct booking channel for the Hotel System. The program is funded through a 15% commission collected by Franchisor on booked revenue (the “Margaritaville Metasearch Fees”). The commission amount will be sent monthly as a line item on the Hotel’s CRS invoice. In the event a reservation booked through Metasearch is canceled, the 15% commission will not be refunded. Franchisor centrally manages the types of sites it places inventory on for Metasearch. Metasearch is structured as a collective. All commissions go back into Metasearch, and a Metasearch analyst spends the commissions based on his/her analysis of demand and return on investment.~~

Section 4.13. Day Pass Reservations.

~~Franchisee must use the day pass booking system provided by RealTime Reservations (“RTR”), which is Franchisor’s required vendor. The RTR booking system allows non-Hotel guests to book passes to access the amenities at the Hotel for the day only. In order to participate in the RTR booking system, Franchisee is required to agree to the Day Pass Program Terms of Use incorporated by reference into the Technology Agreement. Franchisee must pay Franchisor a one-time on-boarding and implementation cost for the RTR booking system, which is currently \$500, as well as on-going fees that consist of a 12% commission on revenue produced by the day pass reservation system. Franchisor will collect payment on the sales made through the system and issue payment to Franchisee for all such revenue produced net of commission. Such fees may be increased from time to time based on increases in the underlying charges paid by Franchisor to RTR for the day pass reservation system.~~

Section 4.14. Upsell Software Reservations.

~~Franchisee must use the upsell software provided by Franchisor's required vendor, which allows Franchisee to offer upgrade selections to guests during the pre arrival period (after booking before arrival) and during the check in process (provided by the front desk agents). In order to participate in the upsell software system, Franchisee is required to agree to the Upsell Software Terms of Use incorporated by reference into the Technology Agreement. Franchisee must pay Franchisor a one time on boarding and implementation cost for the upsell software system, which is currently \$800, as well as on going fees that consist of a monthly charge of \$225 per month plus \$2.75 per room for the pre arrival module, and \$225 per month for the front desk module. Additional monthly charges of \$50—\$75 may apply, depending on the particular PMS system and size of Hotel. We or our affiliates collect these fees and remit them to the vendor.~~

Section 4.12. ~~**Section 4.15. Other Programs.**~~

Franchisor will from time to time during the Term of this Agreement negotiate on behalf of current and future Compass Hotels, agreements with specific providers of various programs platforms and systems to benefit the Hotel and the Hotel System, including, but not limited to, a database acquisition and social dispersion tool, a national sales organization for group sales, a group sales referral ~~platform~~program, amenity upsell software, and a credit card program. Franchisee shall participate in such programs on a basis consistent with other Compass Hotels and pay the then-current fee charged by each applicable vendor for such program. In addition, In addition, by its signature to this Agreement, Franchisee consents to its enrollment as a member of the American Hotel and Lodging Association (AHLA), at Franchisee's expense. Membership in the AHLA is optional, and Franchisee may opt out if Franchisee does not wish to participate.

Section 4.13. ~~**Section 4.16. Menus.**~~

The menus offered through the Food and Beverage Service shall be approved by Franchisor on a commercially reasonable basis, based on brand consistency and the specific kitchen facilities. Franchisee shall be responsible for ensuring that menus comply with all Applicable Law.

Section 4.14. ~~**Section 4.17. Quality Assurance.**~~

(a) Quality Assurance Audits.

- (i) *Right to Inspect.* During normal business hours and without any prior notice, Franchisor, its representatives, or Affiliates may:
- (1) inspect all public and non-public areas of the Hotel at any time except for occupied guest rooms;
 - (2) be served food and drink during regular hours of service, which, when consumed in public areas of any Food and Beverage Service, shall be free of charge;
 - (3) interview management and staff, provided such interviews shall not interfere with the performance of the duties of the management and staff.
 - (4) inspect records (including, without limitation, letters or notes regarding

customer complaints), to ensure compliance with Hotel Standards.

- (b) The foregoing items (1)-(4) shall be referred to as the “**Quality Assurance Audit**”.
- (i) *Standards for Passage.* The score required to pass any Quality Assurance Audit shall be set from time to time by Franchisor and communicated in the Manual.
 - (ii) *Timing.* Franchisor may conduct such audits as frequently as Franchisor determines in its sole discretion.
 - (iii) *Costs.* Franchisee shall be responsible for the costs of lodging, food and beverage, and other related living expenses for inspectors during Quality Assurance Audits. Except such costs, Quality Assurance Audits conducted in the ordinary course of business shall be free of charge. In the event, however, that the Hotel fails any Quality Assurance Audit, then Franchisee shall be charged a \$5,000 fee for each additional Quality Assurance Audit, until such time that the Hotel becomes compliant. This fee may be changed or increased by the Franchisor, in its sole discretion, during the Term and Franchisee shall be notified in writing of such increase.
- (c) Other Quality Assurance Measures. Franchisor may institute other quality control measures as it deems appropriate from time to time, as premised upon commercially reasonable criteria. Such measures may include, but are not limited to:
- (i) *Guest Comment Cards.* Franchisor may initiate, in which event Franchisee shall facilitate, at Franchisee’s expense, participation in a guest comment card program to measure Hotel guest satisfaction.
 - (ii) *Staff Surveys.* Franchisor may initiate, in which event Franchisee shall facilitate, comprehensive staff surveys utilizing the criteria consistent with the Hotel System, to measure staff satisfaction.
 - (iii) *Secret Shopper Report* Franchisor will conduct comprehensive system-wide secret shopper reports that must achieve a minimum score as described in the Manual.
 - (iv) *Online Reputation.* Franchisee shall be required to maintain minimum online reputation scores to be set by Franchisor in its sole discretion.
 - (v) *Food Safety and Sanitation Audits.* In addition to or as a part of a Quality Assurance Audit, Franchisee may also be required, on a quarterly basis at Franchisee’s expense, to participate in food safety and sanitation audits conducted by Franchisor or its designated agent.

The score required to pass each of the quality measures set forth above shall be set from time to time by Franchisor and communicated in writing as part of the Hotel Standards. Failure of the Hotel to meet the required standard for any other quality assurance measure described in this Section ~~4.174.14~~(c) may also result in additional Quality Assurance Audits by Franchisor which shall be conducted and paid for in compliance with Section ~~4.174.14~~(b)(iii), in addition to the exercise of any remedies pursuant to Article XIV.

- (d) Guest Satisfaction Improvement Program. If, in Franchisor’s sole discretion, it determines that Franchisee’s Quality Assurance Audit is unsatisfactory, Franchisor may require Franchisee to participate in a Guest Satisfaction Improvement Program (“**Guest Satisfaction Improvement Program**”). Currently, Franchisor charges \$20,000 for up to ten (10) participants or \$30,000 for eleven (11) to twenty (20) total participants in the Guest Satisfaction Improvement Program. The Guest Satisfaction Improvement Program takes place over nine (9) months and consists of additional training on Hotel Standards, in-person meetings and webinars, and audits. The Guest Satisfaction Improvement program occurs primarily at the Hotel but may also include travel to other similar properties to benchmark best practices.

Section 4.15. ~~**Section 4.18.**~~ **Cross-Promotion.**

If Franchisee receives a request at the Hotel for reservations or accommodations in any area where a Compass Hotel is located, Franchisee will promptly refer such request to such location or to the CRS. Franchisee must refer guests and customers, wherever reasonably possible, only to Compass Hotels or other Margaritaville-branded lodging facility, not use the Hotel or the Hotel System to promote a competing business or other lodging facility, and not divert business from the Hotel to a competing business.

Section 4.16. ~~**Section 4.19.**~~ **Loyalty Program.**

Franchisor and its Affiliates have established a loyalty program to allow members to redeem awards for stays at Compass Hotels or otherwise enjoy Margaritaville-branded products and services (“**Loyalty Program**”). Franchisee agrees to participate in any such Loyalty Program pursuant to the Loyalty Program Terms of Use incorporated by reference into the Technology Agreement, which includes payment by Franchisee of a one-time set-up fee, as well as ongoing fees loyalty fees, calculated generally on a “**Per Room**” basis. Such fees shall be updated from time-to-time based on increases in the underlying charges paid by Franchisor for the Loyalty Program. Such Loyalty Program may be administered by a subcontractor of Franchisor or its Affiliates and Franchisee will, upon request from Franchisor, cooperate with such subcontractor to collect and share certain data regarding actual or prospective guests or customers in connection with the administration of the Loyalty Program.

Section 4.17. ~~**Section 4.20.**~~ **Compliance with Applicable Law.**

Franchisee must strictly comply with all Applicable Law concerning the Hotel’s development and operation, including by (a) ensuring that the Hotel is at all times in full compliance with Applicable Law; (b) paying all taxes when due; and (c) obtaining and maintaining all licenses and permits necessary to operate the Hotel, including without limitation, appropriate liquor licenses to permit alcoholic beverages to be served at the Hotel. Franchisee will promptly furnish to Franchisor copies of all fire, health, or other inspection reports, warnings, certificates, and ratings issued by any government agency, and must immediately provide Franchisor with any such items that assert any failure to comply strictly with any Applicable Law. Franchisee agrees to comply, and to assist Franchisor to the fullest extent possible in its efforts to comply, with the Anti-Terrorism Laws. In connection with that compliance, Franchisee (on behalf of itself and its Owners) certifies, represents, and warrants as of the Effective Date that none of Franchisee’s nor any Owner’s property or interests is subject to being blocked under, and that Franchisee and its Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. Subject to Applicable Law, Franchisor (or its affiliates) may assign to Franchisee any or all of Franchisor’s (or its affiliates’) obligations to comply with extended producer responsibility laws related to Franchisee’s

Hotel, and Franchisee will accept such assignment at Franchisor's request, including the payment of fees associated therewith.

Section 4.18. ~~Section 4.21.~~ Renovations.

Franchisee may be required to conduct renovation of guest rooms, restaurants, public facilities and other areas of the Hotel, including the replacement of soft goods and case goods, periodically as required by the then-current Hotel Standards, on a basis consistent with other Compass Hotels of similar size and amenities as the Hotel, provided that Franchisee shall not be required at any time during the Term to: (i) update any soft goods until the later of five (5) years following the installation of such soft goods or the end of such item's useful life; (ii) update any case goods until the later of ten (10) years following the installation of such case goods or the end of such items useful life; or (iii) make any physical or structural changes or additions to any part of the Hotel (including the movement of any load-bearing walls or modifications to the overall property footprint). ~~The obligations of this Section 4.20 shall be in addition to, and foregoing shall not be construed to limit, Franchisee's obligations to perform a Remodel of responsibility to continuously maintain the Hotel or to perform in good condition and repair and maintenance of the Hotel, as set forth elsewhere in this Agreement, including taking remedial actions in response to Quality Assurance Audits.~~

Section 4.19. ~~Section 4.22.~~ Operational Information.

Beginning on the Opening Date, within 10 days after the end of each calendar month of the Term, Franchisee shall report to Franchisor all Operational Information for the immediately preceding month, year to date, and/or year (as applicable). ~~To help facilitate such reporting, Franchisee shall participate in a financial reporting system required by Franchisor ("Reporting System") pursuant to terms negotiated by Franchisor for Compass Hotels. Franchisee shall pay a one-time set up fee (to include amounts due to both the Reporting System provider and Franchisor's installation consultant), as well as annual fees that include a fixed fee and a fee per user of the Reporting System. Such fees may be increased from time to time by the provider of the Reporting System. Operational Information shall may be transmitted to Franchisor through the Reporting System and/or delivered directly to Franchisor, at Franchisor's option concurrently with reports due under Section 6.09.~~

ARTICLE V SIGNAGE, DÉCOR, ADVERTISING AND MARKETING

Section 5.01. Right of Approval.

Franchisee acknowledges that the loyalty of Franchisor's customers is an asset of tremendous value to Franchisor and the Hotel System. Consequently, meeting reasonable customer expectations for a quality, fun experience at the Hotel is of paramount importance. To that end, the Quality Control Agents as defined below, shall have the right to approve or disapprove in writing each particular use of the Compass Intellectual Property prior to the use of any of these items by Franchisee at, or in conjunction with, the Hotel, provided that such right to approve or disapprove is exercised in a commercially reasonable manner and in good faith and is not exercised to the extent of frustrating the purpose of the grant of the Franchise, which standards for approval or disapproval shall apply as well to the Quality Control Agents. Franchisee's use of the Compass Intellectual Property must conform to Franchisor's standards and specifications.

Section 5.02. Proposed Uses.

Unless otherwise provided in this Agreement, all approvals to be provided to Franchisee pursuant to this Agreement, including, but not limited to, approval of particular uses of the Compass Intellectual

Property (collectively, the “**Proposed Uses**”) shall be submitted to Franchisor, Licensor and/or the Approval Agents, in writing according to this Article V. For purposes of this Agreement, Franchisor, Licensor, and the Approval Agents shall be referred to collectively and/or individually as the “**Quality Control Agents**”. Any approval of a certain Proposed Use by the Approval Agents pursuant to Section 5.04 below shall be deemed an approval by the Quality Control Agents of any subsequent use that is substantially similar to such approved Proposed Use, and Franchisee shall not be required to seek approval for such substantially similar use, provided that Franchisee shall provide notice to the Approval Agents of such subsequent use.

Section 5.03. Examples.

For avoidance of doubt, particular uses of the Compass Intellectual Property requiring prior written approval include, but are not limited to:

- (a) use of the Compass Intellectual Property at the Hotel, including, without limitation, on signage, décor, and uniforms (“**Décor**”);
- (b) use of the Compass Intellectual Property in connection with advertising, promotional and marketing materials, including electronic materials, for the Hotel, including for clarification, press releases (collectively, “**Promotional Materials**”);
- (c) use of the Compass Intellectual Property in connection with any Internet Site and social media, including use as keywords, “**adwords**”, metatags and the link in order to increase internet traffic to the internet Site and enhance the internet Site rankings in search engines (collectively “**Internet Uses**”);
- (d) the methods of advertising, promoting, or marketing the Hotel, including, without limitation:
 - (i) incorporating any element of the Compass Intellectual Property into any audio or video programming at the Hotel, or other entertainment programming at the Hotel; and
 - (ii) promotions, sponsorships, advertising or trade outs in and/or for the Hotel or that focus primarily on the Hotel (“**Promotional Method**”); and
 - (iii) the use of any outside marketing firm; and
 - (iv) any other materials or articles of any kind or nature that use the Compass Intellectual Property (“**Other Materials**”; such Other Materials, together with Décor, Promotional Materials, Promotional Methods, and Internet Uses are collectively referred to herein as “**Licensed Uses**”).

Section 5.04. Approval Agents.

All requirements for approval under Article V shall be deemed satisfied if approval is obtained in writing as follows:

- (a) For Licensed Uses (excluding Décor), from Ms. Tamara Baldanza-Dekker, Chief Marketing Officer, at tamara@margaritaville.com and brandmarketing@margaritaville.com;

- (b) For Décor, from Mr. Brad Schwaeble, Chief Operating Officer, Margaritaville Hospitality Group, at bschwaeble@margaritaville.com;
- (c) For food and beverages and menu items, from Mr. Mark Rogers, Senior V.P., Hospitality, Margaritaville Hospitality Group, at mrogers@margaritaville.com;
- (d) For legal and financial, and other matters, from John Cohlan, CEO, at jcohlan@margaritaville.com;
- (e) For all legal approval requests, Franchisee shall send a mandatory, simultaneous copy to Kristen L. Fancher, Chief Legal Officer and General Counsel, Margaritaville Enterprises, 3715 Northside Parkway, Suite 4-475, Atlanta, GA 30327 or alternatively, to the following e-mail address: kfancher@margaritaville.com.

The individuals identified in (a)-(e) above shall be referred to collectively as the “**Approval Agents.**”

Section 5.05. Authority of Approval Agents.

Unless and until Franchisor notifies Franchisee otherwise, all submissions of proposed Licensed Uses for approval required in this Agreement should be made directly to each respective Approval Agent, which Approval Agent is hereby specifically identified as having the authority to consider and approve such requests. Notwithstanding the foregoing, Franchisor may terminate the authority of Franchisor’s Approval Agent (or any other agent subsequently designated by Franchisor and/or Licensor) to make any approvals hereunder, which termination shall be effective immediately upon written notice to Franchisee of such termination. However, such termination shall in no way affect prior approvals or actions taken by the Approval Agents and all pre-termination actions are conclusively deemed ratified, confirmed, and approved by Franchisor. From that point forward, Franchisor’s approvals pursuant to this Agreement must be made by the Approval Agent designated in writing by Franchisor to replace the terminated Approval Agent.

Section 5.06. Notice of Approval and Disapproval.

The Approval Agents shall send a written notice of approval or disapproval of each submission. Notice of approval or disapproval of any Licensed Uses, with the exception of Internet Uses, shall be provided to Franchisee within 10 calendar days following receipt of the request for approval by the applicable Approval Agent. Notice of approval or disapproval of any Internet Uses shall be provided to Franchisee within 3 calendar days following receipt of the request for approval by the applicable Approval Agent. Written notice of approval or disapproval, and requests for approval or disapproval, shall be sent via email. Failure of the Approval Agents to send written approval or disapproval of any such submitted item within the timeframes indicated above shall constitute and be conclusively deemed a disapproval of the Proposed Use.

Section 5.07. Prototypes.

Franchisee shall provide a sample or mock-up of all Licensed Uses in connection with Franchisee’s requests for approval. All Licensed Uses shall conform in all material respects, including style, appearance, materials, contents, workmanship, and overall quality, to the sample or mock-up that the Approval Agents have approved in writing. Notwithstanding the foregoing, Franchisee shall not be required to submit updates or modifications to Internet Uses for prior approval, provided that such

updates or modifications comply with Franchisor’s website/social media policies, which policies shall be provided to Franchisee from time to time.

Section 5.08. Legends.

The Approval Agents shall have the right to request that Franchisee add appropriate legends, markings or notices to the Licensed Uses of the Compass Intellectual Property, and Franchisee shall add the same to the extent feasible.

Section 5.09. Withdrawal of Approval.

If any Licensed Use later fails to conform to the approved prototype or sample in any material respect, then, within 10 calendar days after Franchisee’s receipt of written notice to that effect from the Approval Agents, the Approval Agents shall have the right to withdraw approval of the Licensed Use(s) by delivery of a further written notice if the failure identified in the initial notice has not been cured. Franchisee shall then, upon receipt of such further notice, immediately cease use of the particular Licensed Use(s) identified in the notice.

Section 5.10. Marketing Program.

Franchisee’s Marketing Fee shall be contributed to a marketing program for the benefit of the Hotel System (the “**Marketing Program**”). Franchisor shall use the Marketing Fee in a manner that Franchisor determines, in its sole discretion, to be in the general best interests of the Hotel System. For example, the Marketing Fee may be used in the following manners:

- (a) conducting local, regional or national advertising, promotional or brand building programs of any kind;
- (b) developing, maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs;
- (c) public awareness of any of the Compass Intellectual Property and/or the Margaritaville brand;
- (d) public and consumer relations and publicity;
- (e) brand development;
- (f) research and development of technology, products and services;
- (g) website and application development and search engine optimization;
- (h) development and implementation of quality control programs;
- (i) changes and improvements to the Hotel System;
- (j) the fees and expenses of any advertising agency engaged by Franchisor, in its discretion, to assist in producing or conducting advertising or marketing efforts;

- (k) any other programs or activities that Franchisor deems necessary or appropriate to promote or improve the Hotel System; and
- (l) Franchisor's or its Affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in connection with promotional, marketing or advertising efforts or any of the foregoing activities, including working with public relations firms, advertising agencies, advertising placement services, and creative talent.

Franchisor's ability to use the Marketing Fee on any of the foregoing products or services does not reduce or negate Franchisee's obligation to separately pay for those products or services as otherwise provided herein. Franchisor retains sole authority to direct the Marketing Program, with sole control over the creative concepts, materials, and media used and the placement and allocation of advertising programs. Franchisor reserves the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales Franchisor deems appropriate. The Marketing Program is not a trust or escrow account, and Franchisor has no fiduciary obligation to franchisees arising from the Marketing Program.

Section 5.11. Participation in System-wide Advertising and Marketing

Franchisee acknowledges that promoting Compass Hotels as a single chain in the United States is important to the success of the brand. In addition to any Hotel advertising efforts Franchisee undertakes, Franchisee must also participate in and use, in the manner that Franchisor specifies, all advertising, marketing, and promotional activities, materials and programs that Franchisor periodically requires for the Hotel System. Without limiting the foregoing, subject to Section 5.03(b) and Section 6.03, Franchisee must advertise and promote the Hotel in a commercially reasonable manner.

Section 5.12. Hotel System Website.

~~In addition to the Marketing Fee,~~ Franchisor ~~will~~shall undertake the ongoing development and maintenance of a Website for Compass Hotels (and, at Franchisor's option, other Margaritaville-affiliated hotels) (the "**Hotel System Website**"), in consideration for a monthly fee (the "**Property Website Package Hosting Fee**"). The Property Website Package Hosting Fee is currently \$875 per month ~~(\$1,400 per month if Franchisee offers Dwellings pursuant to a Dwellings Rider).~~ Franchisor will provide each Compass Hotel a separate webpage on the Hotel System Website which shall be converted to a "**Hotel Website**" in exchange for Franchisee's payment of a one-time Hotel Website setup fee, which is currently ~~\$23,000 if the Hotel does not contain Dwellings and \$30,000 if the Hotel does contain Dwellings.~~ 13,000. Fees may increase if an executed Dwellings Rider, Amenities Rider and/or FBR Rider is attached to this Agreement. In such event, the Hotel Website shall be deemed part of the Hotel System Website. Franchisee must periodically provide Franchisor (or its designee) all information and other materials concerning the Hotel that Franchisor periodically requests relating to the Hotel Website and promptly notify Franchisor whenever any information concerning the Hotel on the Hotel Website is no longer accurate. By providing Hotel-related information and materials, Franchisee is representing that such information and materials are accurate and not misleading and do not infringe any third party's intellectual property or other rights. Franchisor has the final decision about all information or materials appearing on the Hotel System Website, including the Hotel Website. Franchisor owns all intellectual property rights and other rights in and to the Hotel System Website, including the URL and all information and materials on the Hotel Website, the log of "hits" by visitors, and any personal or business data that visitors supply (except as otherwise provided in this Agreement), or the Hotel System Website obtains. In exchange for Franchisee's payment of the Property Website Package Hosting Fee, and

after development and launch, Franchisee will be given access to maintain and control Franchisee's Hotel Website on the Hotel System Website, under Franchisor's guidelines and restrictions. Franchisor may implement and periodically modify Hotel Standards for the Hotel System Website, use the Property Website [Package Hosting](#) Fee to develop or maintain the Hotel System Website and/or its content, and discontinue the Hotel System Website and/or any of its content (including separate webpages for participating Compass Hotels) at any time.

Section 5.13. Website Restrictions.

Unless and until Franchisee obtains Franchisor's prior approval, Franchisee may not develop, maintain or authorize any Website or other electronic medium, including any apps (other than the Hotel System Website) that has the word "Margaritaville," any similar word, or any of the Compass Intellectual Property, as part of its domain name or URL or that accepts reservations for the Hotel (other than through an approved link to a Hotel System Website) or otherwise sells any products or services associated with the Hotel or any of the Compass Intellectual Property. Franchisee may not develop, maintain, or authorize any other Website, app, distribution platform, other online presence or other electronic medium that describes or in any other way promotes the Hotel or displays any of the Compass Intellectual Property. Franchisee may not purchase any web domains or claim any social media handles for Franchisee's Hotel, including owning or controlling any DNS records. Franchisor will claim and purchase all related domains and retain ownership of them while granting Franchisee access as per Franchisor's policies and guidelines. Subject to Franchisor's approval, Franchisee may use social media (which includes Facebook, Tik Tok, X (f/k/a Twitter), Instagram, Snapchat, YouTube, and similar online social media platforms) in conjunction with advertising or marketing Franchisee's Hotel, in compliance with Franchisor's social media policy as set forth in the Manual or otherwise in writing. With Franchisor's approval in Franchisor's sole discretion, Franchisee may authorize any Travel Services Website to list and promote the Hotel together with other hotels. Franchisee must submit for Franchisor's approval all proposed uses of the Compass Intellectual Property, references to the Hotel, links to a Hotel System Website, and other information concerning a Travel Services Website. Franchisor will not unreasonably withhold Franchisor's approval of Franchisee's use of a Travel Services Website. Franchisor may implement and periodically modify, and Franchisee must comply with, Hotel Standards relating to any Travel Services Websites and other electronic uses of the Compass Intellectual Property, and may withdraw Franchisor's approval of any Website, other online presence or other electronic medium that no longer meets Franchisor's Hotel Standards.

Section 5.14 Local Advertising.

Currently, Franchisor does not require Franchisee to expend a certain amount on local advertising, but Franchisor expects that Franchisee will conduct local advertising. Franchisee must obtain prior written approval from Franchisor for all advertising, marketing, promotional, and public relations plans, programs, and materials that Franchisee desires to use or in which Franchisee or the Hotel desire to participate and which reference any of the Compass Intellectual Property. This includes any materials or use of the Compass Intellectual Property in digital, electronic, computerized, or other form, such as on a Travel Services Website. If Franchisee does not receive written approval within 15 business days after Franchisor receives the materials, they are deemed rejected. Franchisee may not use any advertising, marketing, promotional, or public relations materials or engage in any plans or programs which reference any of the Compass Intellectual Property that Franchisor has not approved or has rejected. Franchisee must discontinue using any previously approved materials and engaging in any previously approved plans or programs within the timeframe Franchisor specifies after Franchisee receives written notice from Franchisor.

ARTICLE VI FEES, PAYMENTS AND REPORTING

Section 6.01. Application Fee.

Without limiting any other rights under this Agreement, Franchisee shall pay Franchisor a non-refundable application fee upon execution of this Agreement in the amount of \$500 per guest room.

Section 6.02. Royalties.

In consideration for the rights granted under this Agreement, following the Opening Date, Franchisee shall pay Franchisor a monthly royalty payment equal to 5% of Gross Revenue (the “Royalty”).

Section 6.03. Marketing Fee.

In addition to the Royalty, as consideration for the Marketing Program, Franchisee shall pay to Franchisor a monthly marketing fee payment in an amount equal to 1.5% of Gross Rooms Revenue (“Marketing Fee”). Franchisor reserves the right to increase or decrease this percentage the Marketing Fee up to 3% of Gross Rooms Revenue upon 60 days written notice to Franchisee, provided, however, that the Marketing Fee shall not be increased by more than 0.5% of Gross Rooms Revenue per during any given year and the Marketing Fee shall not exceed 3% of Gross Rooms Revenue for the Initial Term of this Agreement.

Section 6.04. Fee for Additional Rooms.

If, during the Term, Franchisee requests Franchisor to approve additional guest rooms being added at the Hotel, Franchisee must request approval in writing from Franchisor and pay an additional application fee equal to \$500 per additional guest room requested.

Section 6.05. Other Fees and Payments.

In addition to the fees and payments listed in this Article VI, Franchisee agrees to pay any and all other fees or payments provided for in this Agreement as such fees and payments come due. Additionally, Franchisee agrees to pay on a timely basis, as and when due, all amounts owed to third parties (including any Franchisor Affiliate) arising out of the Hotel’s operation (excluding only amounts owed which are reasonably in dispute), including, but not limited to: (a) applicable commissions to travel agents and third-party reservation service charges and otherwise participate in any travel agent commission payment program, as Franchisor periodically modifies it; (b) all commissions and fees for reservations Franchisee accepts through any sources (including the Internet), whether processed through Franchisor, the CRS, or any other system, or billed directly to Franchisee; (c) charges for computer, telephone and other equipment related to the CRS, PMS, POS System, CMS, CRM System, employee performance platform, ~~financial reporting~~, electronic door lock system, lighting control system, and other related technology programs; and (d) all Gift Card Fees; (e) ~~the Margaritaville Metasearch Fees;~~ (f) all fees imposed by vendors or incurred by Franchisee concerning database acquisition and social dispersion tools, national sales organizations for group sales, group sales referral platformsprograms, and amenity upsell software; and (g) all fees and assessments due for any loyalty and other marketing programs Franchisor may initiate during the Term that are attributable to the Hotel.

Section 6.06. Weekly Snapshots.

Franchisee shall provide Franchisor with a weekly snapshot of sales data regarding the Hotel in a form required by Franchisor.

Section 6.07. Other Reports.

Franchisee shall promptly deliver to Franchisor such other reports and financial information relating to Franchisee and the Hotel as Franchisor may request from time to time, including, but not limited to, annual marketing plans, capital expenditure plans, and pace reports. Additionally, Franchisee shall implement Franchisor's 'Daily Compass' report that Franchisor provides to Franchisee, or such other reports as Franchisor may specify from time to time.

Section 6.08. Payments and Statements.

The Royalty and Marketing Fee shall be due and payable in monthly installments within 30 days following the end of each calendar month of the Term. All payments shall be delivered to Franchisor via ACH transfer in accordance with the wire transfer instructions provided by Franchisor to Franchisee, and accompanied by an accounting statement showing a detailed computation of the amounts paid.

Section 6.09. Monthly Estimates.

Within 10 days after the end of each calendar month of the Term, Franchisee shall deliver to Franchisor a non-binding estimate of Gross Revenue, Gross Rooms Revenue, Royalty, and Marketing Fee that it believes shall be due for the previous month.

Section 6.10. Quarterly Projections.

Within 30 days after the end of each calendar quarter of the Term, Franchisee shall deliver to Franchisor, in a format acceptable to Franchisor, an estimate of monthly Gross Revenue, Gross Rooms Revenue, and all other revenue derived from services and amenities at the Hotel, for the remainder of the calendar year, along with an estimate of the Royalties and Marketing Fee.

Section 6.11. Annual Budget.

By December 31 of each calendar year of the Term, Franchisee shall deliver to Franchisor, in a format acceptable to Franchisor, an annual budget broken down by month for the upcoming calendar year, including a profit and loss budget with a detailed revenue breakdown including Operational Information reasonably requested by Franchisor.

Section 6.12. Uniform System.

Financial reports as required under Sections 6.09 - 6.11 shall be prepared in accordance with Applicable Law, the Hotel Standards, and the Uniform System, in a format approved or required by Franchisor. Franchisee shall provide such supporting documentation and other information that Franchisor may require relating to each report.

Section 6.13. Delivery.

Snapshots and financial reports as required under Sections 6.06 - 6.12 shall be delivered to Franchisor via e-mail to Laura McConnell at lmconnell@margaritaville.com and Evan Laskin at

elaskin@margaritaville.com. Franchisor may change the designation of the individual(s) or email address(es) to receive such financial reports upon email notice to Franchisee.

ARTICLE VII BOOKS, RECORDS, AND AUDITS

Section 7.01. Books of Account.

Franchisee agrees to: (a) prepare on a current basis in a form acceptable to Franchisor, in its commercially reasonable discretion, and preserve for at least 3 years, complete and accurate records concerning Gross Revenue and all financial, operating, marketing, and other aspects of the Hotel; and (b) maintain an accounting system that fully and accurately reflects all financial aspects of the Hotel, including books of account, tax returns relating to the Hotel or Franchisee, governmental reports, daily reports, profit and loss and cash flow statements, balance sheets, and complete monthly, quarterly and annual financial statements relating to the Hotel. Franchisor reserves the right to access Franchisee's computer system independently to obtain sales information, occupancy information, and other data and information relating to the Hotel. Franchisee must send Franchisor upon its reasonable request, in the form and format that Franchisor periodically specifies, any information relating directly or indirectly to the Hotel that Franchisor does not access independently from Franchisee's computer system.

Section 7.02. Audits.

Franchisor or its authorized agent may at any time during Franchisee's regular business hours, and with prior notice to Franchisee, examine Franchisee's and the Hotel's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records relating to Franchisee's operation of the Hotel during the 3 years preceding such examination. Franchisee agrees to cooperate fully with Franchisor's representatives and independent accountants in any examination.

Section 7.03. Underpayments.

In the event that an audit reveals an underpayment by Franchisee of fees owed to Franchisor, Franchisee shall, within 7 calendar days after Franchisor's notice of such underpayment: (a) reimburse Franchisor for the cost of the audit, if the underpayment is equal to or greater than 5% of the amount due; and (b) remit payment to Franchisor in the amount of the underpayment plus interest at the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank as its prime rate in effect at its principal office in New York City in connection with extensions of credit in U.S. funds to its U.S. customers, plus 2% per annum, calculated from the date such payment(s) were actually due.

ARTICLE VIII INTELLECTUAL PROPERTY

Section 8.01. Franchisor's Rights to Intellectual Property.

Margaritaville Enterprises, LLC is a limited liability company formed pursuant to the laws of the State of Delaware ("**Licensor**"), which is the owner of the Margaritaville Enterprises IP Rights. Licensor has the exclusive right to use and sublicense to others the right to use the Buffett IP Rights (including for the purposes set forth in this Agreement), pursuant to that certain license agreement between Licensor and Jimmy Buffett dated as of February 27, 2014, a copy of which is attached as Exhibit F (the "**Buffett Agreement**"). Licensor has sub-licensed both the Buffett IP Rights and the Margaritaville Enterprises IP Rights (collectively the "**Compass Intellectual Property**") to Franchisor pursuant to the License Agreement dated as of January 14, 2019, a copy of which is attached hereto as Exhibit G (the "**License**").

Agreement”) for the purpose of franchising Compass Hotels, maintaining the Hotel System and Hotel Standards, and for other purposes as set forth in that License Agreement.

Section 8.02. License.

Franchisee’s right to use the Compass Intellectual Property and Confidential Information is derived only from this Agreement and is limited to the development and operation of the Hotel at the Site during the Term. Franchisee acknowledges that, as between it and Franchisor, Franchisor is the owner of all rights in the Compass Intellectual Property and the associated goodwill. Franchisee agrees that its use of the Compass Intellectual Property shall inure to the benefit of Franchisor, Licensor, or any such other Franchisor Affiliate as Franchisor may designate in writing. Upon expiration or termination of this Agreement for any reason, all of Franchisee’s rights to use the Compass Intellectual Property will automatically revert to Franchisor without cost and without execution or delivery of any document.

Section 8.03. Limitations on License.

- (a) Other Branded Components. Franchisor shall approve Franchisee’s proposed use of the Compass Intellectual Property in the operation of the Hotel pursuant to Article V. This Agreement does not provide Franchisee any right to use the Compass Intellectual Property in any way not explicitly provided herein. If such rights to use the Compass Intellectual Property are approved, any such approved components shall be addressed pursuant to a separate agreement or mutually agreed addendum to this Agreement.
- (b) Non-Branded Components. The Parties agree that the Hotel may contain components that do not contain or compete with the Compass Intellectual Property, subject to Franchisor’s approval in its sole discretion.

Section 8.04. Restrictions on Buffett IP Rights.

The rights granted pursuant to this Agreement expressly exclude the right to use the Non-Buffett Works. To the extent that Buffett has the legal right to do so, Buffett has granted to Licensor (pursuant to the Buffett Agreement), and Licensor has sub-licensed to Franchisor (pursuant to the License Agreement), the right to further sub-license to Franchisee, a non-exclusive license to exploit the Non-Buffett Works in connection with this Agreement, subject to Section 8.05 hereof.

Section 8.05. Music Clearances.

Notwithstanding the foregoing or anything to the contrary in this Agreement or in the Buffett Agreement, for Franchisee’s use of any music in, at or in connection with the Hotel, Franchisee shall obtain (i) a Sirius XM Radio commercial rights license to play Radio Margaritaville and other theme-appropriate channels and/or a subscription to an audiovisual vendor approved by Franchisor, and (ii) for other music, such other licenses as required by applicable music publishers, record companies, unions, guilds, collecting societies and performing rights organizations (e.g., ASCAP, BMI and SESAC); and pay all applicable third-party license fees, royalties and other costs due in connection therewith.

Section 8.06. Franchisee’s Obligations as to the Compass Intellectual Property.

During the Term and thereafter, Franchisee shall not, anywhere in the world, and shall ensure that Franchisee as well as its Owners and Affiliates do not:

- (a) Apply for or obtain any registration for, any copyright, trademark or other intellectual property which would adversely affect the rights regarding or the ownership of the Compass Intellectual Property by Licensor, Franchisor, or any of their Affiliates, nor file any document with any Governmental Authority to take any action which would adversely affect such ownership;
- (b) Challenge the validity of the Compass Intellectual Property or any trademarks owned by Franchisor, Licensor, or any of their Affiliates which are already filed or, in the case of any intellectual property, owned by Licensor or its Affiliates as of the Effective Date, are in the future filed, with the United States Patent and Trademark Office or any foreign trademark office; or
- (c) Register or attempt to register any such trademark, service mark, trade dress or other intellectual property which is the same as or confusingly similar to any such trademark, service mark, trade dress or other intellectual property owned by Franchisor or any of its Affiliates.

Section 8.07. Website and Social Media.

For avoidance of doubt, any internet website (“**Internet Site**”) incorporating the Compass Intellectual Property within a top-level URL (e.g., www.CompassHotel.com) shall be owned by Franchisor. No such Internet Site, and no apps incorporating the Compass Intellectual Property, shall be operated by Franchisee without the prior written approval of Franchisor, in its sole discretion. In the event Franchisor approves the use of another Internet Site (or app) for operation by Franchisee, Franchisee must provide Franchisor with all relevant data and information and allow Franchisor to implement any automatic tracking mechanisms to pull relevant data from such Internet Site. Further, Franchisee may use social media channels in the advertising and marketing of the Hotel, however, all use must be in full and complete compliance with the Hotel Standards and/or the approval rights pursuant to this Article VIII.

Section 8.08. Artwork.

- (a) Franchisee acknowledges that, as between Franchisor and Franchisee, the copyright in all Compass Artwork shall be solely and exclusively owned by (and Franchisee’s rights to use the Compass Artwork shall be only through) Franchisor or its Affiliates.
- (b) Franchisor acknowledges that neither Franchisor nor any Franchisor Affiliate has or, by reason of this Agreement, shall acquire, any right in or to any artwork, developments, improvements, technologies, or other indicia developed by Franchisee that does not include any Compass Intellectual Property (“**Franchisee Artwork**”). As between Franchisor and Franchisee the copyright in all Franchisee Artwork shall be solely and exclusively held by and rights therein controlled by Franchisee or its Affiliates.
- (c) Franchisee has no right to incorporate any Compass Intellectual Property or Compass Artwork into Franchisee Artwork without Franchisor’s prior written consent. Franchisor has no right to incorporate any trademarks, service marks, logos, trade dress or other indicia of origin belonging to Franchisee or any of Franchisee’s Affiliates into Compass Intellectual Property or Compass Artwork without Franchisee’s prior written consent.
- (d) To the extent that Franchisor or Franchisee combines Compass Artwork and Franchisee Artwork, then, as between Franchisor and Franchisee, such Compass Artwork shall remain

the sole and exclusive property of Franchisor and such Franchisee Artwork shall remain the sole and exclusive property of Franchisee.

Section 8.09. Innovations.

All ideas, concepts, techniques, or materials relating to the Hotel or the Hotel System or derivations or modifications of the Compass Intellectual Property or any other element of the Hotel System (collectively, the “**Innovations**”), whether or not protectable intellectual property and whether created by Franchisee or its Owners, employees or contractors, must be promptly disclosed to Franchisor and will be deemed to be Franchisor’s sole and exclusive property, part of the Hotel System and the Compass Intellectual Property, and works made for hire for Franchisor. To the extent any Innovation does not qualify as a work made for hire for Franchisor, by this Section Franchisee assigns ownership of that Innovation, and all related rights to that Innovation, to Franchisor and agrees to sign (and to cause its Owners, employees and contractors to sign) whatever assignment or other documents Franchisor requests to evidence Franchisor’s ownership or to help Franchisor obtain intellectual property rights in the Innovation. Franchisor and its affiliates have no obligation to make any payments to Franchisee or any other person with respect to any Innovations. Franchisee may not use any Innovation in operating the Hotel or otherwise without Franchisor’s prior approval.

Section 8.10. Registration and Maintenance of Compass Intellectual Property.

Franchisor shall obtain at its sole cost and expense and in Licensor’s or Franchisor’s own name or the name of an Affiliate, appropriate copyright, and trademark protection for the Compass Intellectual Property throughout the United States. Franchisee shall cooperate with Franchisor and its Affiliates in protecting the Compass Intellectual Property. For that purpose, Franchisee shall supply to Franchisor from time to time samples, containers, labels and similar material, and information regarding the goods or services offered under this Agreement, as may be commercially reasonably required. Franchisee also shall execute and deliver to Franchisor, at any time, whether during or after the Term of this Agreement and without further consideration, such instruments of transfer and other documents as Franchisor may prepare and commercially reasonably request in order to confirm Franchisor’s or such other Franchisor Affiliate’s copyright or trademark ownership rights. To the extent that any currently unregistered Sub-Licensed Marks become registered, Franchisor shall take commercially reasonable steps to maintain any and all such registrations during the Term at its sole cost and expense (except as otherwise provided in this Section 8.10), unless it is not legally feasible to do so.

Section 8.11. Notification and Defense of Legal Proceedings.

- (a) Notification. Each Party shall promptly notify the other Party in writing, if such Party learns that any other Person infringes or misappropriates any Compass Intellectual Property or initiates before any Governmental Authority any proceedings relating to any Compass Intellectual Property which infringement, misappropriation or proceedings would on a commercially reasonable basis be expected to have a material adverse effect on either Party’s rights or obligations under this Agreement.
- (b) Franchisor Defense. Franchisor shall have the first opportunity, at its sole cost and expense, to defend against or settle (provided such settlement shall have no adverse or negative effect whatsoever upon Franchisee) any proceedings before any Governmental Authority initiated by any third parties in respect of or relating to the Compass Intellectual Property as soon as reasonably possible and to initiate, defend and maintain proceedings before the applicable

Governmental Authority against third parties as required to protect and defend Franchisor's interest in and to the Compass Intellectual Property in the relevant jurisdiction.

- (c) Franchisee Defense. Regarding a proceeding to enforce or defend the Compass Intellectual Property, the invalidity, infringement, misappropriation of which could materially, adversely impact the Hotel, if Franchisor has failed to take commercially reasonable action within 30 days of notice or within 5 days if injunctive relief is entered against Franchisor or Franchisee, after Franchisor becomes aware of any such infringement, misappropriation or proceeding in respect of or relating to the Compass Intellectual Property, which infringement, misappropriation or proceedings would on a commercially reasonable basis be expected to have a material adverse effect on Franchisee's rights under this Agreement, Franchisee may at Franchisor's sole cost and expense and upon delivery of written notice to Franchisor, initiate and maintain proceedings before the applicable Governmental Authority in its own name and/or the name of Franchisor or any Franchisor Affiliate and join Franchisor and/or any Franchisor Affiliate as a party thereto or participate in the defense and settlement of any proceeding; provided, however, that Franchisor shall be entitled to participate in the defense and settlement of such proceeding if it so wishes, with counsel of its choosing, at Franchisor's sole cost and expense, and Franchisee shall not settle any proceeding or take any position detrimental to Franchisor without Franchisor's prior written consent not to be unreasonably withheld, conditioned or delayed, based on a commercial reasonableness standard. Franchisor shall cooperate with and provide requested information to Franchisee in any such proceeding at Franchisee's sole cost and expense.
- (d) Settlement. Any damage or settlement award received in connection with any infringement claim described in this Section 8.11, after reimbursement (pro rata) to Franchisor and Franchisee of their respective reasonable attorneys' fees and expenses and other costs of maintaining any such action, shall be divided in proportion to the injury or damage caused by the infringement and incurred by the Franchisor and the Franchisee.

Section 8.12. Existing Security Interest.

Franchisor represents and warrants that the only lien or encumbrance against the Sub-Licensed Marks and Sub-Licensed Trade Dress is that security interest granted to HPS Investment Partners, LLC (and its permitted successors and assigns) ("**HPS**"), pursuant to a security agreement dated as of June 17, 2022 ("**HPS Security Interest**"). Franchisor represents and warrants that, within 30 days of this Agreement, it shall have obtained from HPS and delivered to Franchisee a non-disturbance certificate in the form of Exhibit H, which agreement shall become effective on the Effective Date.

ARTICLE IX COVENANTS

Section 9.01. In-Term Restrictive Covenants.

Franchisee specifically acknowledges that Franchisee and its Owners will receive access to valuable specialized training and Confidential Information, and that such specialized training and Confidential Information provides a competitive advantage to all Compass Hotels. During the Term, neither Franchisee, its Affiliates, nor any of its Owners shall, directly or indirectly, for itself or themselves or through, on behalf of, or in conjunction with, any other Person:

- (a) Divert or attempt to divert any business or potential business from any Compass Hotels (including the Hotel) to any other competing business or perform any other act injurious or

prejudicial to the goodwill associated with the Compass Intellectual Property or the Hotel System;

(b) Authorize, assist, or induce another to take any action that Franchisee or its Owners would be prohibited from taking directly pursuant to this Section 9.01;

(c) Authorize any “bundling” of the Hotel in Franchisee’s volume deals with third-party agencies or services, unless approved by Franchisor in its sole discretion; or

(d) Staff the Hotel with any revenue management, sales, or marketing personnel that also support non-Margaritaville-branded lodging locations.

Section 9.02. Directives.

In the event of any dispute related to this Article IX, Franchisee and its Owners direct any third-party construing this Section, including without limitation any court, mediator, judge, master, or other party acting as trier of fact or law:

(a) To conclusively presume that the restrictions set forth in this Article IX are reasonable and necessary in order to protect (i) Franchisor’s legitimate business interests, including without limitation the interests of Franchisor’s other franchisees; (ii) the confidentiality of Franchisor’s Confidential Information; (iii) the effort spent developing the Hotel System; (iv) Franchisor’s investment in the Hotel System; (v) the investment of Franchisor’s other franchisees in the Hotel System; and (vi) the goodwill associated with the Hotel System;

(b) To conclusively presume that the restrictions set forth in this Article IX will not unduly burden the Franchisee or its Owners’ ability to earn a livelihood;

(c) To construe this Article IX under the laws governing distribution contracts between commercial entities in an arms’ length transaction, and not under laws governing employment contracts; and

(d) To conclusively presume that any violation of the terms of this Article IX (i) was accompanied by the misappropriation and inevitable disclosure of Confidential Information; and (ii) constitutes a deceptive and unfair trade practice and unfair competition.

Section 9.03. Interpretation.

Franchisee and its Owners agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Article IX are held to be unenforceable or unreasonable by any court, then the Parties agree that the court shall modify such restriction to the extent commercially reasonable to protect Franchisor’s legitimate business interests. Franchisee and its Owners agree that the existence of any claim Franchisee or its Owners may have against Franchisor will not constitute a defense to the enforcement of the covenants of this Section. Franchisee agrees to pay all damages, costs, and expenses (including reasonable attorney’s fees) Franchisor may incur in enforcement of this Article IX. If a Person fails to comply with the covenants in this Article IX, then the restrictive period will be extended for each day of noncompliance. Franchisor has the right to reduce the scope of any restrictive covenant set forth in this Article IX at any time, by giving notice to Franchisee.

Section 9.04. Publicly Held Corporations.

Sections 9.01 and 9.02 of this Agreement shall not apply to the ownership by Franchisee or its Owners of less than a 5% interest in the outstanding equity securities of any publicly held corporation.

Section 9.05. Execution of Covenants by Management.

If Franchisor requests, Franchisee will obtain the execution of covenants similar to those set forth in this Article IX, including covenants applicable upon the termination of a Person's relationship with Franchisee, from Franchisee's officers, directors, Management Company, and other Key Personnel Franchisor specifies.

Section 9.06. Covenant as to Anti-Terrorism Laws.

Franchisee and its Owners agree to comply with, and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act and USA Freedom Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts or acts of war ("**Anti-Terrorism Laws**"). Any violation of the Anti-Terrorism Laws by Franchisee or its Owners, or any blocking of Franchisee or its Owner's assets under the Anti-Terrorism Laws, shall constitute cause for immediate termination of this Agreement under Article XIII.

ARTICLE X INDEMNIFICATION

Section 10.01. Indemnification by Franchisee.

Franchisee shall defend, indemnify, and hold harmless Franchisor and its Affiliates, and their respective owners, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the "**Franchisor Indemnified Parties**") for, from and against any and all Third-Party Claims, including the commercially reasonable costs of De-Branding Actions if and to the extent arising out of:

- (a) any Event of Default by Franchisee;
- (b) any act or omission of Franchisee, its Owners or the Management Company for the construction, development, or operation of the Hotel, including any claim or allegation relating to any violation of Applicable Law;
- (c) the infringement or alleged infringement of rights of third parties, as a result of the use of anything created or provided by Franchisee and/or the use of the Franchisee Intellectual Property as provided hereunder, except as otherwise provided in Section 10.02(b);
- (d) any material representation or material warranty made by Franchisee in the application submitted to Franchisor, in this Agreement that proves to be materially incorrect in any material respect when made and has or will adversely affect the interest of the Franchisor;
- (e) Franchisee's negligence, gross negligence, knowingly willful misconduct, or fraud;
- (f) any data breach or failure to secure Guest Profile Data in compliance with Applicable Law;

- (g) any breach, failure, or incidence of non-compliance with PCI Security Standards; or
- (h) personal injuries or losses occurring on the premises of the Hotel.

Section 10.02. Indemnification by Franchisor.

Franchisor shall defend, indemnify, and hold harmless Franchisee and its Affiliates and their respective owners, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the “**Franchisee Indemnified Parties**”) for, from and against any and all Third-Party Claims if and to the extent arising out of:

- (a) any Event of Default by Franchisor;
- (b) the infringement or alleged infringement of another’s trademark as a result of Franchisee’s use of the Sub-Licensed Marks according to this Agreement, which are either registered in or allowed for registration in the class of goods or services of the infringement or alleged infringement; for purposes of this Section 10.02(b), “allowed for registration” shall mean approved by the applicable government-controlled trademark office and past any opposition period without being opposed;
- (c) the infringement or alleged infringement of another’s intellectual property rights as a result of Franchisee’s use of the Sub-Licensed Trade Dress and Compass Artwork in accordance with this Agreement which is created or provided by or on behalf of Franchisor;
- (d) any default or breach of the Buffett Agreement that materially adversely affects the rights granted to Franchisee in this Agreement;
- (e) any default or breach of the License Agreement that materially adversely affects the rights granted to Franchisee in this Agreement;
- (f) any representation or warranty made by Franchisor in this Agreement that proves to be incorrect in any material respect when made; or
- (g) Franchisor’s negligence, gross negligence, knowingly willful misconduct or fraud.

Section 10.03. Indemnification Procedures.

- (a) Appointment of Counsel. Any Indemnified Party shall be entitled, upon written notice to the Indemnifying Party, to the timely appointment of counsel by the Indemnifying Party for the defense of any Third-Party Claim, which counsel shall be subject to the commercially reasonable approval of the Indemnified Party. If, in the Indemnified Party’s commercially reasonable judgment, a material conflict of interests exists between the Indemnified Party and the Indemnifying Party at any time during the defense of the Indemnified Party, the Indemnified Party may appoint independent counsel of its choice for the defense of the Indemnified Party as to such Third-Party Claim.
- (b) Participation in Defense. Regardless of whether the Indemnified Party has appointed counsel or selects independent counsel:
 - (i) the Indemnified Party shall have the right, at its sole cost and expense (except as provided in (ii) below), to participate in the defense of any Third-Party Claim and

approve, on a commercially reasonable basis, any proposed settlement of such Third-Party Claim, unless: (a) such settlement involves only the payment of money other than by the Indemnified Party; (b) the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof; and (c) the Indemnified Party is unconditionally released from all liability in respect of such Third-Party Claim; and

- (ii) except as otherwise noted, all commercially reasonable costs and expenses (including attorneys' fees and costs) of the Indemnified Party shall be paid by the Indemnifying Party, except to the extent that an insurance company or the Indemnifying Party supplies counsel, but the Indemnified Party desires to have its own counsel for review or other purposes.
- (c) Reimbursement. If the Indemnifying Party fails to timely pay such costs and expenses (including commercially reasonable attorneys' fees and costs), the Indemnified Party shall have the right, but not the obligation, and not in lieu of any other rights and remedies, to pay such amounts and be reimbursed by the Indemnifying Party for the same, together with interest thereon until paid in full. The amounts due under this Section 10.03 shall bear interest at the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank as its prime rate in effect at its principal office in New York City connected with loans in U.S. funds to its U.S. customers, plus 2% per annum, calculated and compounded annually. The Parties hereby acknowledge that it shall not be a defense to a demand for indemnity that fewer than all Third-Party Claims asserted against the Indemnified Party are subject to indemnification.

Section 10.04. Limitations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, IN ANY LAW SUIT, LEGAL ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT OR IN CONNECTION WITH THE PERFORMANCE THEREOF, THE OPERATION OF THE HOTEL AND/OR ANY ACTS, ACTIONS OR INACTIONS IN ANY WAY RELATED TO ANY OF THE FOREGOING, FRANCHISEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES AND DISCLAIMS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ALL RIGHTS TO SEEK, CLAIM OR RECEIVE ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES (EXCEPT FOR A CLAIM FOR RECOVERY OF ANY SUCH DAMAGES THAT FRANCHISOR IS REQUIRED BY A COURT OF COMPETENT JURISDICTION OR AN ARBITRATION PANEL TO PAY TO A THIRD-PARTY) AND ACKNOWLEDGES AND AGREES THAT DAMAGES RECOVERABLE UNDER THIS AGREEMENT SHALL BE AND ARE VOLUNTARILY LIMITED TO ACTUAL, OUT OF POCKET DAMAGES THAT ARE FULLY DOCUMENTABLE AND PROVABLE DAMAGES AND THAT ARE SPECIFICALLY IDENTIFIABLE AND ARE NOT SPECULATIVE, UNLIQUIDATED OR CONTINGENT OR REQUIRE ANY FORM OF ESTIMATION OR PROJECTION TO CALCULATE.

Section 10.05. Insurance.

- (a) Insurance Required. During the Term, Franchisee will procure and maintain the types and amounts of insurance coverage with the deductibles, limits, carrier ratings, and policy obligations set forth in the Hotel Standards, including any additional insurance as may be required based on specific Amenities offered. Such insurance requirements may include: property insurance, including business interruption, earthquake, flood, terrorism and

windstorm; workers' compensation; commercial general liability; liquor liability; business auto liability; umbrella or excess liability; fidelity coverage; employment practices liability; cyber liability; water park; and such other insurance customarily carried on hotels similar to the Hotel. Franchisor may require Franchisee to obtain additional types of insurance or increase the amount of coverage. All insurance will by endorsement specifically:

- (i) name as unrestricted additional insureds Franchisor, any Affiliate designated by Franchisor and their employees and agents (except for workers' compensation and fidelity insurance);
 - (ii) provide that the policies will be primary, and that any insurance carried by any additional insured will be excess and non-contributory;
 - (iii) contain a waiver of subrogation in favor of Franchisor and any Affiliate of Franchisor; and
 - (iv) provide that the policies will not be canceled, non-renewed or reduced without at least 30 days' prior notice to Franchisor.
- (b) Other Requirements. Franchisee will deliver to Franchisor a certificate of insurance (and certified copy of such insurance policy if requested) evidencing the insurance required. Renewal certificates of insurance will be delivered to Franchisor not less than 10 days before their respective inception dates. If Franchisee fails to procure or maintain the required insurance, Franchisor may procure (without any obligation to do so) such insurance at Franchisee's cost, including a reasonable fee for Franchisor's procurement and maintenance of such insurance. If Franchisee delegates its insurance obligations to any other Person, Franchisee will ensure that such Person satisfies such obligations. Such delegation will not relieve Franchisee of its obligations under this Section ~~10.04~~10.05 and the Hotel Standards. Franchisee will cooperate with Franchisor in pursuing any claim under insurance required by this Agreement. Franchisee must purchase these policies from carriers who are qualified to do business in the jurisdiction in which the Hotel is located and that have a Best rating of at least A. Franchisor must approve all insurance companies that Franchisee uses.

ARTICLE XI CONFIDENTIALITY

Section 11.01. Confidential Information.

In connection with the performance of this Agreement, Franchisor and Franchisee shall have access to certain confidential and proprietary information of the other Party, including, but not limited to, the Hotel Standards, Guest Profile Data, business plans, marketing plans, proposed advertising, designs, sales records, financial data and manufacturer's know-how ("**Confidential Information**").

Section 11.02. No Disclosure.

Recognizing that such Confidential Information represents valuable assets and property of the disclosing Party, and the harm that may befall such Party if any of such information is disclosed, the recipient agrees to hold all such information in strict confidence. The receiving Party of any Confidential Information shall not disclose or use for its own benefit (except in connection with the Hotel or this Agreement) or any third party's benefit the Confidential Information of the disclosing Party.

Section 11.03. Exercise of Rights.

Confidential Information may be revealed by a receiving Party to its employees, accountants, lenders, attorneys, agents, and representatives (“**Authorized Representatives**”) only to the extent commercially reasonably necessary to enable the receiving Party to exercise the full rights granted hereunder. The receiving Party must inform any Authorized Representative or other recipient of Confidential Information of the confidential nature of the information and obtain agreement from such Persons to maintain the confidentiality pursuant to the requirements herein.

Section 11.04. Survival.

The obligations of confidentiality created herein shall survive the expiration or termination of this Agreement.

Section 11.05. Exceptions.

The obligations of confidentiality created herein shall cease to apply to Confidential Information which:

- (a) falls into the public domain, provided it did not fall into the public domain through the unauthorized acts of the receiving Party;
- (b) was in the receiving Party’s possession prior to its disclosure, or was later disclosed to the receiving Party by a third-party who is lawfully in possession of such and is lawfully entitled to disclose such information to the receiving Party;
- (c) is required to be disclosed by law, including subpoena or other legal process, but only to the extent so required and only upon prior written notice to the other Party; and
- (d) the other Party may be required to disclose in order to enforce its rights under this Agreement.

Section 11.06. Confidentiality Obligations for Hotel Personnel.

Franchisee shall implement all reasonable procedures that Franchisor prescribes from time to time to prevent the unauthorized use or disclosure of the Confidential Information, including, without limitation, the use of nondisclosure agreements Franchisor may prescribe for Key Personnel or other Authorized Representatives who have access to the Confidential Information.

ARTICLE XII ASSIGNMENTS, TRANSFERS, AND ENCUMBRANCES

Section 12.01. Assignment by Franchisor.

Franchisor may assign its rights or delegate its obligations under this Agreement to: (a) any Affiliate; (b) any secured lender; or (c) any Person that can otherwise comply alone or in combination with Franchisor and its Affiliates with all requirements as set forth in this Agreement.

Section 12.02. Assignment or Transfer by Franchisee; Change of Control.

- (a) Transfer. In the event that Franchisee desires to effect a Change of Control or assign, sublicense or transfer its rights and/or obligations under this Agreement (each, a

“**Transfer**”), Franchisee shall provide Franchisor notice of such anticipated Transfer as soon as reasonably practicable but in no event less than 30 days before the Transfer is to occur. Accompanying such notice, the transferee shall submit a copy of the then-current franchise application and the then-current application fee. Franchisor shall determine whether to approve the Transfer within 15 calendar days, which will not be unreasonably withheld if the following conditions are met:

- (i) the Transfer is not to a Competing Brand;
- (ii) the Transfer would not materially or detrimentally harm the Franchisor or its Affiliates;
- (iii) the transferee and each of its direct or indirect owners (if the transferee is a legal entity) has, in Franchisor’s sole discretion, the necessary business experience, aptitude, and financial resources to operate the Hotel and meets Franchisor’s then-current standards for Compass Hotel franchisees;
- (iv) Franchisee has paid all amounts due to Franchisor and undisputed amounts due to third-party vendors related to the Hotel and is in substantial compliance with this Agreement during the 60 day period prior to requesting Transfer and during the period after the request was made but before the Transfer is effective;
- (v) the transferee’s proposed Management Company, if different from the current Management Company, meets Franchisor’s then-current standards for ~~Managers~~Management Companies and completes the Training Program and any other training required of Management Companies at the time;
- (vi) the transferee and its owners (if the Transfer is of this Agreement), or Franchisee and its Owners (if the Transfer is of an ownership interest that results in Control by the transferor in Franchisee or one of its Owners with Control), sign Franchisor’s then-current form of franchise agreement and related documents for use with existing Compass Hotels (including guarantees and assumptions of obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and Marketing Fee, and the term of which franchise agreement will be equal to the remaining unexpired portion of the Term;
- (vii) if required by Franchisor, the transferee, and its owners (if the Transfer is of this Agreement) Remodels the Hotel to Franchisor’s then-current brand image for Compass Hotels, which may be set forth in a new property improvement plan;
- (viii) if required by Franchisor, the transferee and its owners (if the Transfer is of this Agreement) updates the Hotel’s technology systems to Franchisor’s then-current technology systems for Compass Hotels, which may be set forth in a new technology improvement plan;
- (ix) Franchisee signs a termination agreement (if the Transfer is of this Agreement), and Franchisee and all Guarantors sign all documents Franchisor requests evidencing their agreement to remain liable or assume liability for all obligations to Franchisor and its Affiliates existing before the effective date of the transfer;

- (x) Franchisee and all Guarantors execute a general release on the form Franchisor specifies; and
 - (xi) Franchisee (if Franchisee will no longer operate the Hotel) and its transferring Owners agree that they will not directly or indirectly at any time or in any manner use the Compass Intellectual Property or Confidential Information, except as otherwise permitted under any other effective agreement with the Franchisor or its Affiliates.
- (b) Transfer for Convenience of Ownership. Notwithstanding Section 12.02(a), Franchisee may transfer this Agreement to a corporation or limited liability company formed solely for the convenience of ownership, so long as:
- (i) Franchisee owns and controls 100% of the ownership interests of the corporation or limited liability company;
 - (ii) Franchisee notifies Franchisor at least 30 days prior to the Transfer;
 - (iii) Franchisee signs any and all documents necessary to effect the Transfer of this Agreement with Franchisor, including any necessary addenda to this Agreement; and
 - (iv) Franchisee provides to Franchisor complete, correct, and accurate copies of the following documents in reference to the transferee:
 - (1) Articles of incorporation and bylaws, or the articles of organization and limited liability company agreement, whichever is applicable;
 - (2) Any other governing documents and agreements among the owners; and
 - (3) Copies of a resolution authorizing Franchisee's and transferee's entry into and performance of the Agreement.

Section 12.03. Sale of Property.

- (a) Sale of Property; Right of First Offer. Without limiting Section 12.02(a), in the event that Franchisee desires to sell, transfer, or assign its interest in the Hotel and/or the site where the Hotel is located (or any portion thereof) ("**Property**") to a third party not affiliated with Franchisee, Franchisor shall have the right of first offer to acquire such Property as follows ("**Right of First Offer**"): Franchisee shall notify Franchisor in writing of its intent to list or sell the Property including the general terms and conditions of the listing or sale at least 30 days before any such listing or sale ("**Sale Notice**"). The Sale Notice shall include, without limitation, the purchase price and any financing terms as may be offered to or by a third party who is not related or associated in any way with Franchisee, pursuant to which Franchisee would sell, assign, convey, or otherwise transfer the Property. Franchisor shall have the right to purchase the Property on the terms and subject to the conditions set forth in the Sale Notice.
- (b) Exercise. Franchisor may only exercise such right by delivering to Franchisee written notice of its intent to purchase the Property within 20 calendar days after receipt of the Sale Notice ("**Exercise Notice**"). If Franchisor does affirmatively elect, by delivery of the Exercise Notice, to exercise the Right of First Offer within the aforesaid 20 calendar day period, then

Franchisor and Franchisee shall enter into a contract for purchase and sale according to the terms and conditions. If Franchisor does not affirmatively elect, by delivery of the Exercise Notice, to exercise the Right of First Offer within the aforesaid 20 calendar day period, then Franchisee shall be free to list or sell the Property upon substantially the same terms and conditions described in the Sale Notice (subject to this Agreement), and this Right of First Offer shall automatically terminate upon the closing of such transaction, without further action of either Party. If the proposed transaction contemplated by any particular Sale Notice with respect to which Franchisor does not exercise its Right of First Offer is not closed and consummated on substantially the same terms and conditions set forth in the applicable Sale Notice, then the Right of First Offer as described herein shall again apply to any subsequent proposed listing or sale by Franchisee.

ARTICLE XIII EVENTS OF DEFAULT

Section 13.01. Definition.

The actions, occurrences, and breaches described in Sections 13.02 and 13.03 shall constitute an “**Event of Default**” under this Agreement.

Section 13.02. Events of Default with Opportunity to Cure.

Franchisor may, but has no duty to, exercise any of the remedies in Article XIV including, but not limited to terminating this Agreement if any of the following occur, all of which shall constitute an Event of Default by Franchisee under this Agreement, upon 30 days (or the earliest date permitted by Applicable Law) written notice to Franchisee and Franchisee’s failure to cure such default:

- (a) Franchisee breaches or fails to perform or observe any material covenant, duty or obligation contained in this Agreement in any material respect; provided, however, that if Franchisee has commenced to diligently and expeditiously cure such failure within the 30 day period following notice of the breach or failure as determined in the sole discretion of the Franchisor, such initial 30 day period shall be extended for a period of time as is commercially reasonable under the circumstances (not to exceed 90 days from the notice of breach) as long as Franchisee continues to diligently and expeditiously pursue a cure;
- (b) Franchisee fails to make any payment to Franchisor or any undisputed material amount to a vendor or supplier related to the Hotel when due and owed or has insufficient funds in an account to satisfy such payment if made;
- (c) Franchisee violates any Applicable Law;
- (d) Franchisee fails to comply with the Hotel Standards, whether set forth in the Manual or otherwise in writing (provided however that if such failure presents an immediate threat to public health or safety, Franchisor may immediately terminate the Agreement without providing 30 days’ notice and opportunity to cure);
- (e) Franchisee uses an unauthorized supplier for goods and services that must be purchased from another supplier;
- (f) Franchisee fails to offer all products as required by Franchisor, offers any unapproved products, or makes unauthorized changes to the design of the Hotel;

- (g) Franchisee fails to maintain sufficient inventory of OS&E, Food and Beverage Service inventory, and all other necessary products to operate the Hotel in compliance with the Hotel Standards;
- (h) Franchisee fails to maintain or observe the health and sanitation procedures prescribed by Franchisor or by Applicable Law (provided however that if such failure presents an immediate threat to public health or safety, Franchisor may immediately terminate the Agreement without providing 30 days' notice and opportunity to cure);
- (i) Franchisee (or any of its Affiliates or Owners) default under any other agreement with Franchisor (or its Affiliate);
- (j) Franchisee refuses to permit Franchisor to inspect the Hotel, or its books or accounts upon demand;
- (k) Franchisee or its Key Personnel are unable or unwilling to complete the Training Program;
- (l) Franchisee fails, refuses or neglects to promptly submit certificates of insurance Franchisor as required under this Franchise Agreement;
- (m) Franchisee, or its Affiliates, fail to make payment when due to any landlord, secured lender, or mortgage holder of the Hotel;
- (n) Franchisee misuses or makes any unauthorized use of the Compass Intellectual Property; or
- (o) The Management Company does not meet Franchisor's minimum qualifications or if Franchisee or the Management Company becomes a Brand Owner.

Section 13.03. Events of Default Without Opportunity to Cure.

Franchisor may, but has no duty to, exercise any of the remedies in Article XIV including, but not limited to terminating this Agreement if any of the following occur, all of which shall constitute an Event of Default by Franchisee under this Agreement, immediately upon the occurrence of such Event of Default (or the earliest date permitted by Applicable Law) without notice to Franchisee:

- (a) Franchisee or its Owners is discovered to have misrepresented or omitted a material fact which induced Franchisor to enter into this Agreement;
- (b) Franchisee fails to open and begin operating the Hotel by the Opening Deadline (as may be extended pursuant to Section 2.08(b));
- (c) Franchisee (i) on 3 or more separate occasions within a period of 12 consecutive months or (ii) on 2 or more separate occasions within a period of 6 consecutive months, in each case, fails to comply with any obligation under this Agreement, the Hotel Standards, or the Manual, or fails to achieve a passing score on a Quality Assurance Audit, regardless of whether the failures relate to the same or different obligations under this Agreement, the Hotel Standards, or the Manual. This Section 13.03(c) shall apply regardless whether Franchisor provides formal written notice to Franchisee upon such prior occasions or Franchisee corrects the failures;

- (d) Franchisee or any of its Owners or Guarantors is, or is discovered to have been, convicted of a felony or a crime involving fraud, or enters or is discovered to have entered a plea of no contest to a felony or a crime involving fraud; unless (i) the owner does not have Control over the Franchisee; (ii) the conviction, plea or crime is not likely in Franchisor's reasonable opinion to reflect materially adversely upon the Hotel, the Hotel System, Franchisor, its Affiliates or the Compass Intellectual Property, whether on a local, regional or national scale; and (iii) the owner divests all of such owner's direct and indirect ownership interests in Franchisee within 60 days after the date of the conviction or plea;
- (e) Franchisee knowingly maintains false books and records of account or knowingly submits false or misleading reports or information to Franchisor, including any information Franchisee provided or failed to provide on its franchise application;
- (f) Franchisee (or any of its owners) knowingly makes any unauthorized use or disclosure of any part of the Manual or any other Confidential Information;
- (g) Franchisee ceases operating the Hotel at the Site under the Compass Intellectual Property for 3 consecutive days, fails to identify the Hotel to the public as a Compass Hotel, or loses possession of or the right to possess all or a significant part of the Hotel, for any reason;
- (h) If Franchisee attempts a Transfer without duly notifying Franchisor and receiving Franchisor's approval, or despite Franchisor's valid disapproval;
- (i) If Franchisee is determined by a Competent Authority to have sold defective, contaminated, or adulterated food or beverage at any Food and Beverage Service on 2 or more separate instances during any 12 month period of time that is determined to be the cause for one or more customers to seek medical treatment that includes in-patient medical treatment at a hospital or results in serious injury or death, as determined by a Competent Authority. For the avoidance of doubt, if the same shipment or allotment of defective, contaminated, or adulterated food or beverage causes more than one customer to seek such medical treatment, then this shall be considered one instance. This Section 13.03(h) shall not, however, include any instance of in-patient medical treatment at a hospital, serious injury or death, if it is due to a cause which the Franchisee could not have prevented by using commercially reasonable practices. For example, if the Franchisee utilized individual, pre-packaged salt packets, and purchased them from a commercially reasonable source of such salt, the Franchisee would not be held responsible under this Section if the salt caused the medical problem;
- (j) Franchisee or any Guarantor: (i) becomes insolvent by reason of an inability to pay debts as they come due; (ii) is adjudicated bankrupt; (iii) files a petition for bankruptcy protection; (iv) is the debtor in an involuntary bankruptcy petition that is not dismissed within 90 days; (v) is the debtor in an assignment for the benefit of creditors that is not dismissed within 90 days; (vi) is the subject of a voluntary or involuntary petition for reorganization or similar proceeding that is not dismissed within 90 days; (vii) is the subject of a petition for appointment of a receiver, permanent or temporary, that is not dismissed within 90 days; (viii) has your bank accounts, property, or receivables attached and the attachment proceedings are not dismissed within 90 days; (ix) has an execution levied against the Hotel or Property and the execution is not dismissed within 90 days; or (x) is the subject of any suit to foreclose any lien or mortgage related to the Hotel or the Property, and the suit is not dismissed within 90 days;

- (k) Franchisee or any of its Owners' assets, property or interest are blocked under any Anti-Terrorism Laws, or Franchisee or any of its Owners otherwise violate any Anti-Terrorism Laws, as more fully set forth in Section 9.06;
- (l) Franchisee operates the Hotel in any manner that Franchisor determines in its reasonable discretion poses a threat or danger to public health or safety, including, without limitation, if a public official requires Franchisee to close the Hotel as a result of Franchisee's violation of any Applicable Law relating to public health or safety; or
- (m) Franchisee or its Owners violate the restrictions related to the use of Confidential Information (Article XI) or Franchisee, its Affiliates or Owners violates the restrictive covenants in Article IX.

Section 13.04. Default by Owners, General Manager or Management Company.

Any act or omission by any Owner, General Manager or Management Company shall be deemed an act or omission by Franchisee for purposes of determining whether Franchisee is in default pursuant to this Article XIII.

Section 13.05. No Waiver.

In no event shall any failure of Franchisor to provide notice or enforce any available remedy upon the occurrence of an Event of Default be deemed to be a waiver of its right to exercise any such remedy or its right to enforce all obligations and full performance of this Agreement as described herein.

ARTICLE XIV TERMINATION AND REMEDIES

Section 14.01. Franchisor's Remedies.

Upon Franchisee's failure to timely cure any Event of Default as described in Section 13.02, upon an Event of Default under Section 13.03, or upon Franchisees' failure to cure any event of noncompliance under this Agreement or the Hotel Standards, whether or not such failure constitutes an Event of Default, within 30 days of being notified of such failure in writing by Franchisor, Franchisor may, in its sole discretion, exercise one (1) of or any combination of the following remedies, in addition to all other remedies provided by law:

- (a) ~~Termination of~~ Terminate this Agreement;
- (b) Suspend access to the CRS provided that Franchisee shall remain responsible for all costs of participation;
- (c) Suspend access to any advertising or marketing materials or assistance provided for franchisees in the Hotel System;
- (d) Remove Franchisee from the Hotel System Website and any other advertising materials used for the Hotel System;
- (e) Suspend or terminate any fee reductions which Franchisor might have agreed to during the Term of this Agreement or any amendment to this Agreement;

- (f) Require Franchisee to undergo additional Quality Assurance Audits as provided for in Section ~~4.174.14~~14(b);
- (g) Require Franchisee to have audited financial statements prepared annually during the Term;
- (h) Require Franchisee, Key Personnel, or other employees of the Franchisee to participate in additional training;
- (i) Refuse to provide any operational support that this Agreement otherwise requires Franchisor to provide, including other information technology and network services; ~~or~~
- (j) Assess Franchisee a fine up to ~~\$5005,000~~5,000 per day for each day the default or failure remains uncured thirty days after written notice;
- (k) Obtain equitable relief to prevent the Franchisee from utilizing any intellectual property owned or controlled by any third party during the remaining portion of the ten-year period of time comprising the Term that was terminated; and/or
- (l) Obtain payment of all damages owed to Franchisor, plus the highest rate of interest permitted by law, and Franchisor's actual attorneys' fees, expenses and costs.

Unless Franchisor expressly terminates this Agreement by issuing a written notice of the same, Franchisor's exercise of any of the foregoing remedies will not constitute an actual or constructive termination of this Agreement nor will such exercise be Franchisor's sole and exclusive remedy for Franchisee's default or failure to comply with this Agreement. During any suspension period, Franchisee must continue to pay all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. If Franchisor rescinds any suspension of Franchisee's rights, Franchisee will not be entitled to any compensation for any fees, expenses, or losses Franchisee might have incurred due to Franchisor's exercise of any suspension right provided in this Section 14.01.

Section 14.02. Election of Remedies.

If Franchisor exercises its right not to terminate this Agreement but to implement any other remedies in ~~Section 14.01~~this Agreement, Franchisor may at any time after the appropriate cure period has lapsed (if any) terminate this Agreement without giving Franchisee any additional cure period. Franchisor's exercise of its rights under Section 14.02 will not be a waiver by Franchisor of any breach of this Agreement.

Section 14.03. Franchisee's Remedies.

If Franchisor fails to perform any of its material obligations under this Agreement, Franchisee may exercise its rights under and in full compliance with Article XVII to compel such performance. To the extent permitted by Applicable Law, this action shall be Franchisee's exclusive remedy. In no circumstance shall Franchisor be responsible for direct, indirect, special, consequential, or exemplary damages, including, but not limited to, lost profits or revenues.

Section 14.04. General Provisions Concerning Default and Termination.

In any proceeding in which the validity of any termination of this Agreement or Franchisor's refusal to enter into a Successor Franchise Agreement is contested, each Party may cite to and rely upon all defaults or violations of this Agreement, not only the defaults or violations referenced in any written

notice. Franchisee agrees that Franchisor has the right and authority (but not the obligation) to notify any lender and any or all of Franchisee's Owners, creditors and/or suppliers if Franchisee is in default under, or Franchisor has terminated, this Agreement.

ARTICLE XV CONDEMNATION AND CASUALTY

Section 15.01. Condemnation.

Franchisee shall, at the earliest possible time, give Franchisor written notice of any proposed taking by eminent domain, condemnation, compulsory acquisition, or similar proceeding. If such taking is substantial enough in Franchisee's or Franchisor's commercially reasonable judgment to render impractical the development or operation of the Hotel in accordance with this Agreement, then, upon notice by either Party, this Agreement shall terminate at the time of such taking, and Franchisee shall pay Franchisor all monies due and owing at the time of the taking. In such event, there shall be no liquidated damages, provided that, if such termination is effectuated by Franchisee and within 3 years after the date of such termination, Franchisee, any of its Affiliates, or any Owner of Franchisee has an interest in or operates a hotel at the location of the Hotel ("**Other Hotel**"), and such Other Hotel has not been offered to Franchisor to be operated pursuant to a license or franchise from Franchisor or any of its Affiliates, or managed by Franchisor, then Franchisee shall be deemed to have wrongfully terminated this Agreement and Franchisee shall, upon Franchisor's demand, pay Franchisor the liquidated damages in the amount of \$4,000 multiplied by the number of guest rooms in the Hotel. If such taking is non-substantial, then Franchisee shall promptly make whatever changes to the plans, repairs and restoration as may be necessary to make the Hotel conform substantially to the condition, character, and appearance immediately prior to such taking, according to plans and specifications approved as required by this Agreement. Franchisee shall take all commercially reasonable measures necessary to ensure that the development and operation of the Hotel is not unreasonably delayed.

Section 15.02. Termination Upon Casualty.

If the Hotel is damaged by fire or other casualty and: (i) the cost of restoration exceeds 30% of the replacement cost of the Hotel (excluding land, excavations, footings and foundations); (ii) the estimated length of time required to restore the Hotel substantially to its pre-casualty condition and character is more than 180 days, as indicated by an architect's certificate or other evidence reasonably satisfactory to Franchisor; or (iii) insufficient proceeds of insurance do not permit Franchisee to rebuild and restore the Hotel to the standards required by this Agreement, then either Party may terminate this Agreement by delivering written notice to the other Party within 90 days after the occurrence of the casualty. In such event, there shall be no liquidated damages, provided that, if such termination is effectuated by Franchisee and within 3 years after the date of such termination, Franchisee, any of its Affiliates, or any member of Franchisee has an interest in or operates an Other Hotel at the location of the Hotel, and such Other Hotel has not been offered to Franchisor to be operated pursuant to a license or franchise from Franchisor or any of its Affiliates, or managed by Franchisor, then Franchisee shall be deemed to have wrongfully terminated this Agreement and Franchisee shall, upon Franchisor's demand, pay Franchisor the liquidated damages in the amount of \$4,000 multiplied by the number of guest rooms in the Hotel.

Section 15.03. Reconstruction After Casualty.

If this Agreement is not terminated pursuant to Section 15.02, then Franchisee must commence reconstruction of the Hotel within 90 days after the occurrence of the casualty and must diligently complete the reconstruction within 2 years after the occurrence of the casualty. The Hotel must be reconstructed to at least the condition and character of the Hotel immediately before the casualty

occurred and Franchisee may not reopen the Hotel or promote or otherwise hold the Hotel out using the Compass Intellectual Property unless and until Franchisor determines that the reconstruction is completed in accordance with Franchisor's then-current standards. If, at the mutual agreement of the Parties, the Hotel (or portions thereof) are not required to be closed, all work to repair damage shall be conducted so as to minimize interference with the Hotel's operation and guests. If Franchisee fails to perform its obligations under this Section 15.03, then Franchisor has the right to terminate the Agreement effective upon written notice to Franchisee.

Section 15.04. Temporary Closure.

If, after the Opening Date, the Hotel suffers damage or loss that results in an interruption in the operation of the Hotel, then Franchisee is nevertheless obligated to pay all expenses of operating and maintaining the Hotel at a level that is reasonably determined by Franchisor to be practical given the damage or loss that has occurred. Franchisee shall ensure that the Royalties, Marketing Fee, and any other sums payable to Franchisor under this Agreement are insured within Franchisee's business interruption insurance policy. Such policy shall insure against "all risks" of physical loss or damage and be endorsed to provide for payments to be made directly to Franchisor. In the event of fire or other casualty that results in a reduction of Gross Revenue, Franchisee will determine and pay to Franchisor, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted monthly amounts agreed on between Franchisee and its insurance company that would have been paid to Franchisor in the absence of such casualty.

Section 15.05. Effect on Term.

If, after a period of cessation of operations at the Hotel, the commencement or recommencement of operations is possible, the period of such cessation shall be deemed excluded from the Term, and the Term shall be extended by the number of days of such period of cessation.

ARTICLE XVI FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION.

Section 16.01. De-Branding Actions.

At the end of the Term Franchisee must immediately cease use of Compass Intellectual Property and commence such de-branding actions as are required to preclude a commercially reasonable likelihood of confusion on the part of the public as to whether the Hotel is a "Compass" or "Margaritaville" establishment (the "De-Branding Actions"), including:

- (a) removing all elements consisting of or referring to the Compass Intellectual Property, the Hotel System, or the Buffett IP Rights;
- (b) removing all exterior and interior signage relating to the Hotel;
- (c) discontinuing the use or display of the Compass Intellectual Property, including all usage of the Compass Intellectual Property in connection with the advertisement and promotion of the Hotel and on any Internet Site;
- (d) changing any and all menu items that refer to the Compass Intellectual Property, were provided by the Franchisor or its Affiliates, were set forth in the Hotel Standards or Manual, or otherwise relate to the Hotel System;

- (e) deleting or returning any and all copies of the Confidential Information from any computer system or otherwise in the possession of the Franchisee, its Affiliates, its Owners, or its Key Personnel;
- (f) removing from the Hotel any elements of the Design Plans that are descriptive or indicative of the Hotel System or the Compass Intellectual Property, including, but not limited to, repainting and removing any architectural elements that were provided by the Franchisor, its Affiliates, or the Designer, were set forth in the Hotel Standards or Manual, or otherwise relate to the Hotel System;
- (g) changing any staff uniforms to remove all Compass Intellectual Property from the Hotel;
- (h) deleting from any computer system or POS System any Confidential Information or otherwise proprietary information, including, but not limited to recipes, menu items, inventory, and pricing;
- (i) closing accounts with any suppliers or vendors opened in connection with the operation of the Hotel under the Compass Intellectual Property, which Franchisor shall have the right to do on Franchisee's behalf if Franchisee fails to do so;
- (j) immediately ceasing acceptance of and participation in any Pre-Sales, including gift cards or certificates and the like, coupons, or the Loyalty Programs associated with the Hotel System;
- (k) canceling all assumed name or equivalent registrations using or incorporating the Compass Intellectual Property; and,
- (l) promptly notifying any applicable telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories, and listings associated with any of the Compass Intellectual Property.

Franchisee shall pay to Franchisor a \$10,000 fee in consideration of Franchisor's oversight and approval of the De-Branding Actions. This fee is separate from, and in addition to, Franchisee's costs of the De-Branding Actions.

Section 16.02. Franchisee Fee Obligations.

Upon the expiration or earlier termination of this Agreement for any reason, all accrued and unpaid Royalties and Marketing Fees due at the time of expiration or termination shall become due and payable within 30 days following the later of such expiration or termination.

Section 16.03. Technology Services.

Upon expiration or termination of this Agreement, Franchisee must cease use of the CRS, or any other technology connected to the Hotel System, including, but not limited to the CRM System, PMS, POS System, CRS System, employee performance platform and CMS. Franchisee, however, shall remain obligated to any third parties for payments due and owing under any separate agreement for services that they may have with such third-party vendors.

Section 16.04. Stop Using Related Social Media and Online Business Directories.

- (a) Upon expiration or termination of this Agreement, Franchisee must immediately cease operating all social media pages within Franchisee’s control associated with, or previously associated at any time with, the franchised business, “COMPASS BY MARGARITAVILLE” and/or “COMPASS BY MARGARITAVILLE HOTELS & RESORTS” including but not limited to Facebook, Instagram, YouTube, TikTok, and X (f/k/a Twitter). Franchisee must also immediately cease operating all online business directory listings within Franchisee’s control associated with, or previously associated with, the franchised business, “COMPASS BY MARGARITAVILLE” and/or “COMPASS BY MARGARITAVILLE HOTELS & RESORTS”, including but not limited to Yelp, NextDoor, LinkedIn, Google, YP (Yellow Pages), or Angi. Franchisee must promptly provide Franchisor with all login credentials or other information necessary for Franchisor to assume exclusive control over each social media and business directory account, page or listing. To the extent that Franchisee is aware of or becomes aware of any social media or business directory account, page or listing associated with the franchised business that is not within Franchisee’s control, Franchisee shall promptly notify Franchisor thereof in writing.
- (b) Notwithstanding Section 16.04(a), Franchisor may, in its exclusive discretion, demand that Franchisee delete, deactivate or otherwise modify such social media or business directory account or listing at any time. Franchisee must comply with any such demand immediately upon receipt.
- (c) Franchisee acknowledges and agrees that all consumer or other published reviews of the franchised business and/or any goods or services provided by the franchised business, are the exclusive property of Franchisor and/or its affiliates. Franchisee’s right to use such reviews in any manner terminates concurrently with the expiration or termination of this Agreement. Franchisee is prohibited from advertising, promoting, quoting, or otherwise referring to such reviews in connection with any business or offer to conduct business upon expiration or termination of this Agreement.
- (d) Franchisee further acknowledges and agrees that any violation of this Section 16.04 constitutes trademark infringement, service mark infringement, unfair competition, false advertising, and/or deceptive trade practices pursuant to federal, state, and common law, that such violation encroaches on the goodwill associated with Franchisor’s brand, and that such violation is likely to cause confusion among reasonably prudent consumers.

Section 16.05. Liquidated Damages.

- (a) Upon the termination of this Agreement under Section 14.01 by Franchisor, the following terms will apply:
 - (i) If the Hotel has opened for business as of the effective date of termination, then the Franchisee shall pay to Franchisor as liquidated damages an amount equal to ~~\$35,000~~the Average Monthly Fees multiplied by the lesser of: (i) the remaindernumber of months otherwise remaining in the Term of this Agreement as of the day prior to the effective date of termination, or (ii) 36-monthssixty (60). The Parties agree that the foregoing ~~amount shall be considered~~ liquidated damages ~~and are~~ not a penalty, ~~because~~ but rather a reasonable pre-estimate of the actual damages Franchisor will sustain as a result of such termination, and that the ~~money~~actual damages—under this Section 16.04 would be difficult or

impossible to ~~accurately estimate and~~ determine with certainty. Payment of the foregoing amount is a commercially reasonable pre-estimate of the probable loss to Franchisor at the applicable time and shall constitute full and complete satisfaction of all obligations of liquidated damages shall not limit Franchisor's right to recover any other amounts owed by Franchisee under this Agreement or the law that accrued prior to termination or that arise from Franchisee's obligations that survive termination.

(ii) ~~(b)~~ Notwithstanding any other provision of this Agreement, if the Hotel has not yet opened for business as of the effective date of termination or as of the Opening Deadline (as may be extended pursuant to Section 2.08(b)), then Franchisee shall pay to Franchisor liquidated damages in an amount equal to \$500,000. The Parties agree that the foregoing ~~amount shall be considered~~ liquidated damages ~~and are~~ not a penalty, ~~because~~ but rather a reasonable pre-estimate of the actual damages Franchisor will sustain as a result of such termination, and that the ~~money~~ actual damages ~~under this Section 16.05~~ would be difficult or impossible to ~~accurately estimate and~~ determine with certainty. Payment of the foregoing amount is a commercially reasonable pre-estimate of the probable loss to Franchisor at the applicable time and shall constitute full and complete satisfaction of all obligations of Franchisee under liquidated damages shall not limit Franchisor's right to recover any other amounts owed by Franchisee under this Agreement or the law that accrued prior to termination or that arise from Franchisee's obligations that survive termination.

(b) Notwithstanding anything to the contrary in this Agreement, including Section 14.01 and this Section 16.05, the Parties agree that an award of liquidated damages or actual damages does not compensate Franchisor for irreparable harm and does not preclude Franchisor from seeking and obtaining equitable relief under Article XVII.

Section 16.06. Actual Damages Under Special Circumstances. Notwithstanding anything in this Agreement to the contrary:

(a) Franchisee acknowledges that certain defaults under this Agreement have the potential to materially denigrate the value of the ~~Margaritaville~~ Compass Intellectual Property and negatively impact consumer confidence in the Hotel System, such that Franchisor may suffer additional harm for which the liquidated damages described in Section 16.05 ~~(a)~~ may not adequately compensate Franchisor.

(b) Without limiting Section 17.04, Franchisor reserves the right, in its sole discretion, to seek actual damages in addition to the to recover liquidated damages ~~described in~~ under Section 16.05 ~~(a) if: (a) this Agreement is terminated as a result of Franchisee's willful default, including its failure to operate the Hotel according to~~ of this Agreement; ~~or (b), plus additional actual damages and punitive damages if~~ this Agreement is terminated as a result of ~~a:~~ (i) Franchisee's willful default; or (ii) Franchisee's Transfer to a Competing Brand.

Section 16.07. Survival. Every provision that expressly or by its nature is necessary to allow the Parties to fulfill their rights and obligations shall survive this Agreement.

ARTICLE XVII DISPUTE RESOLUTION

Section 17.01. Notice and Opportunity to Cure.

As a mandatory condition precedent prior to Franchisee taking any legal or other action against Franchisor, whether for damages, injunctive, equitable or other relief (including, but not limited to, rescission), Franchisee shall first give Franchisor 90 days' prior written notice and opportunity to cure any alleged act or omission, or to resolve any dispute.

Section 17.02. Mediation.

The Parties agree that prior to instituting any legal proceeding, they shall attempt to settle the dispute by mediation before resorting to another dispute resolution procedure. The foregoing mandatory mediation requirement shall not apply to (i) any controversy or claim relating to ownership or use of the Compass Intellectual Property or Confidential Information; or (ii) any claim for an injunction or other equitable relief; or (iii) any claim by the Franchisor for unpaid Royalties or other unpaid amounts owed to Franchisor. The mediation shall be with a mutually agreeable JAMS mediator (“**Mediator**”) and shall take place at the JAMS office in Atlanta, Georgia. In order to commence the mediation process, the Party seeking mediation must send a written demand for mediation to the other Party which sufficiently sets forth the issues to be mediated.

Section 17.03. Arbitration.

If the Parties are not able to appoint a Mediator or, if they have appointed one, fail to reach a mutual agreement based on the steps set forth in Section 17.02, within fifteen (15) days following the Parties' failure to appoint a mediator or failure to reach a mutual mediation agreement, then any Party may then submit the dispute for binding arbitration to the JAMS office in Atlanta, Georgia. The rules of JAMS shall, except as set forth below, be utilized in resolving the dispute:

- (a) each Party shall select one independent and impartial arbitrator from the JAMS panel in the Atlanta, Georgia metropolitan area. Within ten (10) days of the date upon which the last of those two (2) arbitrators is selected, the two (2) arbitrators shall select a third arbitrator by mutual agreement from the JAMS panel in the Atlanta, Georgia metropolitan area;
- (b) if the third arbitrator cannot be selected in the manner described in subsection (a), above, then each Party shall submit to the senior administrator of JAMS in Atlanta, Georgia the name of one (1) additional arbitrator, and he or she, using sole discretion, shall select one of those two (2) proposed arbitrators as the third arbitrator, who shall be the Chairperson;
- (c) the arbitration shall take place in Atlanta, Georgia at a location to be decided by majority vote of the arbitrators;
- (d) the arbitrators shall conduct the arbitration and render their written decision or award within one hundred eighty (180) calendar days of their selection, including specific findings of fact and conclusions of law;

- (e) the arbitration shall be binding and not subject to reversal by any court except for acts of intentional misconduct by an arbitrator;
- (f) either Party to this Agreement may apply to any court of competent jurisdiction to enforce an arbitration order; and
- (g) if the arbitration panel does not decide any issue connected with the dispute, then either Party to this Agreement may apply to any court of competent jurisdiction for equitable relief and/or damages regarding that issue, after complying with the procedure set forth above.

Section 17.04. Equitable Relief. Notwithstanding anything to the contrary herein, Franchisor is entitled to injunctive or other equitable relief, including restraining orders and preliminary injunctions, in any court of competent jurisdiction for any threatened or actual material breach of this Agreement, any threatened or actual non-compliance with the Hotel Standards, any unauthorized use of the Compass Intellectual Property or any other intellectual property owned or controlled by a third party, any other act or omission by Franchisee, its Owners or the Management Company, that threatens or causes irreparable harm to Franchisor or its affiliates, or that may otherwise be permitted under the law. In such event, Franchisee hereby consents to jurisdiction and venue in the state or federal court where Franchisor's headquarters are located at the time of filing (currently, Orlando, Florida) and Franchisee waives all objections to venue, including objections based on forum non conveniens Franchisor is entitled to such relief without the necessity of proving the inadequacy of money damages as a remedy, without the necessity of posting a bond and without waiving any other rights or remedies.

Section 17.05. Costs and Attorneys' Fees.

If either Party initiates a formal legal proceeding under or relating to this Agreement or the relationship between Franchisee and Franchisor (and/or any of its Affiliates), the non-Prevailing Party in that proceeding (as determined by the arbitration panel or judge, as applicable) must reimburse the Prevailing Party for all of the Prevailing Party's costs and expenses that it incurs, including reasonable accounting, attorneys', and related fees.

Section 17.06. Private Dispute.

The Parties agree that any dispute and any legal proceeding arising out of or related to this Agreement shall be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. No legal proceeding arising out of or relating to this Agreement or the Hotel System may be brought on behalf of any franchisee associations or groups, and Franchisee agrees not to participate in any such proceeding. Any such proceeding shall not be consolidated with any other proceeding involving any other Person, except for disputes involving Affiliates of the Parties to such legal proceeding.

Section 17.07. Waiver of Punitive Damages and Jury Trial.

~~EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER ARTICLE X, FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, AND TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST FRANCHISOR. THE OTHER AND PARTIES~~ AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE (AND/OR FRANCHISEE'S OWNERS), ~~THE PARTY MAKING A CLAIM~~ FRANCHISEE WILL BE LIMITED TO EQUITABLE RELIEF AND

TO RECOVERY OF ANY ACTUAL DAMAGES ~~(INCLUDING IT SUSTAINS. FRANCHISOR MAY RECOVER EQUITABLE RELIEF, LIQUIDATED DAMAGES) IT SUSTAINS, ADDITIONAL ACTUAL DAMAGES, PUNITIVE DAMAGES AND TREBLE DAMAGES.~~

FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER FRANCHISOR OR FRANCHISEE (OR ITS OWNERS).

ARTICLE XVIII NOTICE ADDRESSES

Section 18.01. Form of Notice.

Any notice, demand, request, consent, agreement or approval which may be or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered by email and (a) certified mail, postage prepaid, return receipt requested; or (b) via reputable overnight delivery service (e.g., Federal Express).

Section 18.02. Notice Addresses.

- (a) Franchisor, addressed to it at:

Compass Margaritaville, LLC
256 Worth Avenue, Suite Q-R
Palm Beach, FL 33480
Email: jcohlan@margaritaville.com
Attention: Mr. John Cohlan

and:

Compass Margaritaville, LLC
6900 Turkey Lake Road, Suite 200
Orlando, FL 32819
Email: lmconnell@margaritaville.com
Attention: Ms. Laura McConnell

With a copy to:

Compass Margaritaville, LLC
3715 Northside Parkway, Suite 4-475
Atlanta, Georgia 30327
Email: kfancher@margaritaville.com
Attention: Ms. Kristen Fancher

- (b) Franchisee, addressed to it at:

[
[
[

With a copy to:

[
[
[

or to such other address or in care of such other persons as a Party may from time to time advise to the other Party by notice in writing in accordance with this Article XVIII. All notices, demands, requests, consents, agreements, or approvals given in conformity with this Article XVIII shall be conclusively deemed given upon actual receipt or upon the first refusal of the addressee to accept delivery.

ARTICLE XIX GENERAL

Section 19.01. Relationship of the Parties.

The relationship between Franchisor and Franchisee hereunder shall at all times be that of independent contractors, and nothing contained in this Agreement shall render or constitute Franchisor and Franchisee joint venturers, partners, or agents of each other or allow a Party to legally bind the other Party with respect to any third party. Both Parties have participated in negotiating and drafting this Agreement, and consequently, no presumption exists that any language in this Agreement should be construed against either Party. This Agreement does not create a fiduciary relationship between the Parties. Further, the Parties are not and do not intend to be partners, associates, or joint employers in any way. Although Franchisor retains the right to establish and modify the Hotel System and standards Franchisee must follow, Franchisee retains responsibility for the day-to-day management and operation of the Hotel and implementing and maintaining all Hotel Standards at the Hotel. The Parties recognize that Franchisor neither dictates nor controls labor or employment matters for Franchisee and that Franchisee, and not Franchisor, is solely responsible for dictating the terms and conditions of employment for Franchisee's employees.

Section 19.02. Modification and Changes.

This Agreement cannot be changed or modified except by another agreement in writing signed by the Parties.

Section 19.03. Severability.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable as written, such provision shall be enforced to the maximum extent permitted by Applicable Law.

Section 19.04. Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 19.05. Headings.

The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

Section 19.06. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in Delaware.

Section 19.07. Waiver.

No waiver by any Party of a breach or a default hereunder shall be deemed a waiver by such Party of a subsequent breach or default of a similar nature.

Section 19.08. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which shall together constitute one and the same agreement. This Agreement may be delivered by either Party by facsimile or by electronic mail and, if so executed and delivered, shall be legally valid and binding on the Party executing in such manner.

Section 19.09. Further Assurances.

The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement.

Section 19.10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. No side agreement, undertaking, promise, duty, obligations, covenant, term, condition, representation, warranty, certification or guaranty shall be deemed to have been given or be implied from anything said or written in negotiations between the Parties prior to the execution of this Agreement, except as expressly set forth in this Agreement. Notwithstanding the foregoing, nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee.

Section 19.11. Covenant of Good Faith and Fair Dealing.

Pursuant to the covenant of good faith and fair dealing, each Party shall act in good faith and fair dealing in connection with all of its performance and enforcement of this Agreement.

Section 19.12. Commercially Reasonable Standard.

This Agreement shall be interpreted to require that all actions and non-actions must be undertaken on a commercially reasonable basis unless sole discretion is specified. The fact that some provisions use the phrase “commercially reasonable” while other provisions do not use that phrase shall not affect the standard set forth above.

Section 19.13. Brokers.

The Parties agree that no broker or finder has been engaged by or acted for or on behalf of either Party in connection with the negotiation, execution, or performance of this Agreement, and no such

Person is or will be entitled to any broker's, finder's or similar fee or other commission in connection with this Agreement.

Section 19.14. Cumulative Remedies.

Franchisor's and Franchisee's rights under this Agreement are cumulative, and their exercise or enforcement of any right or remedy under this Agreement will not preclude enforcement of any other right or remedy.

Section 19.15. Force Majeure Events.

If either Party is delayed, hindered, or prevented from the performance of a non-financial obligation under this Agreement due to a Force Majeure Event, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. It shall be a condition of a Party's right to claim an extension that the Party notifies the other Party within 15 days after the occurrence of the Force Majeure Event, specifying the nature of the cause and the estimated period of time necessary for performance.

ARTICLE XX ACKNOWLEDGEMENTS

Section 20.01. Acknowledgments.

To induce Franchisor to sign this Agreement and grant Franchisee the rights under this Agreement, Franchisee represents, warrants, and acknowledges that:

- (a) Franchisor's approval of the Site is not a guarantee or warranty, express or implied, of the success or profitability of a Compass Hotel at that location;
- (b) retaining customers for the Hotel will require a high level of customer service and strict adherence to the Hotel System and the Hotel Standards, and that Franchisee is committed to maintaining the Hotel Standards;
- (c) any information Franchisee has acquired from other Compass Hotel owners, including information regarding their sales, profits, or cash flows, is not information obtained from Franchisor, and Franchisor makes no representation about that information's accuracy;
- (d) all statements Franchisee has made and all materials (including ownership information and descriptions of Franchisee's and/or its Affiliates' ownership structure(s)) it has given Franchisor in acquiring the rights under this Agreement are accurate and complete and that Franchisee has made no misrepresentations or material omissions in obtaining those rights; and
- (e) Franchisee is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and Franchisee's execution and delivery of this Agreement and performance of its obligations hereunder (i) have been duly authorized by all necessary company action, (ii) do not and will not violate or result in a breach or default under any Applicable Law or any agreement to which Franchisee is a party or by which it is bound, and (iii) do not require the consent of any third party that has not been obtained.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COMPASS MARGARITAVILLE, LLC

By: _____
Name: John Cohan
Title: Chief Executive Officer

[COMPANY]

By: _____
Name:
Title:

EXHIBIT A TO THE FRANCHISE AGREEMENT

DEFINITIONS

Words and terms used in this Agreement as defined terms with initial capital letters shall have the meaning ascribed thereto in this Agreement including, without limitation, the following words and terms shall have the respective meanings ascribed to them below and grammatical variations of such words and terms shall have corresponding meanings.

“**ADR**” shall mean a measure of the average daily rate paid for rooms sold, calculated by dividing room revenue by rooms sold;

“**Affiliate(s)**” shall mean, regarding a specified Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with, the specified Party. The term “Affiliate” as applied to Franchisor shall be deemed to exclude Buffett;

“**Agreement**” shall mean this Franchise Agreement, including all exhibits and schedules hereto, as originally executed and as amended, modified, supplemented, or restated from time to time;

“**Amenities Rider**” shall mean a rider that may be attached to this Agreement, governing Franchisee’s operation of a spa and/or other amenities using Franchisor’s (or its Affiliates’) intellectual property;

“**Applicable Law**” shall mean all laws, statutes, ordinances, codes, acts, bylaws, rules, regulations, requirements, decrees and orders of any Governmental Authority which now or hereafter may be applicable to and enforceable against the relevant work or activity in question or any part thereof, including without limitation, all Data Protection Laws and Anti-Terrorism Laws;

“**Approval Agents**” shall have the meaning set forth in Section 5.04

“**Authorized Representatives**” shall have the meaning set forth in Section 11.03;

“**Average Monthly Fees**” shall mean: (a) if the Hotel has been operating for at least 24 months, the amount of all Royalties and Marketing Fees due under this Agreement for the 24 month period before the month of termination or closure (whichever is earlier) divided by 24, excluding any months during which a Force Majeure Event was occurring; and (b) if the Hotel has not been operating for at least 24 months, the amount of all Royalties and Marketing Fees due under this Agreement for the period between the Opening Date and the date of termination or closure (whichever is earlier) divided by the number of months between the Opening Date and the date of termination or closure (whichever is earlier), excluding any months during which a Force Majeure Event was occurring;

“**Brand Owner**” shall mean any entity that (i) is either a franchisor or owner of a Competing Brand; (ii) manages or otherwise operates hotels exclusively for the franchisor or owner of a Competing Brand; or (iii) is an affiliate of any entity described in (i) or (ii) above;

“**Buffett**” shall mean Jimmy Buffett, Coral Reefer Music, and/or The James W. Buffett 1990 Trust (as amended);

“**Buffett Agreement**” shall have the meaning set forth in Section 8.01;

“**Buffett IP Rights**” shall mean, individually and collectively, the Buffett Works and the Personality Rights;

“**Buffett Works**” shall mean Compositions and photographic works, books, articles, films, videos and other audio-visual works, artwork, drawings, recipes and other works of authorship 100% owned and controlled by Buffett, and, with respect to all of the foregoing, including all intellectual property rights embodied therein and appurtenant thereto;

“**CAN-SPAM Act**” shall have the meaning set forth in Section 4.05(b);

“**CCPA**” shall have the meaning set forth in Section 4.05(b);

“**CDPA**” shall have the meaning set forth in Section 4.05(b);

“**Change of Control**” shall mean any transaction or series of related transactions pursuant to which: (i) any Person, or any 2 or more Persons acting as a group, and all Affiliates of such Person or Persons, who prior to such transaction(s) owned shares representing less than 50% of the voting power at elections for the board of directors of the Franchisee, shall acquire, whether by purchase, exchange, tender offer, merger, consolidation or otherwise, shares of the Franchisee’s capital stock or other means of controlling voting such that following any such transactions, or series of transactions, such Person or group and their respective Affiliates beneficially own 50% or more of the voting power at elections for the board or any successor; or (ii) Franchisee shall sell all or substantially all of its assets, or the majority of its assets if such sale includes the assets relating to Franchisee’s performance of its obligations under this Agreement;

“**CMS**” shall mean a content management system that controls and powers the Hotel System Website.

“**Comfort Letter Party**” shall have the meaning set forth in Section 2.11;

“**Compass Artwork**” shall mean all depictions of the Compass Intellectual Property incorporated in designs, logos or any other creative rendering in any and all media now known or hereafter devised;

“**Compass Hotel**” shall have the meaning set forth in the Preliminary Statement;

“**Compass Intellectual Property**” shall have the meaning set forth in Section 8.01;

“**Competent Authority**” shall mean the statement of a medical expert pursuant to a diagnosis and/or evaluation of a person, and/or a report of the incident. It may also refer to the final, non-appealable decision and/or order of an administrative entity or competent court with jurisdiction over the Parties;

“**Competing Brand**” shall mean a hotel concept that, in Franchisor’s commercially reasonable opinion, competes with Compass Hotels, including without limitation any hotel concept that: (a) has at least 5 hotels operating under that concept’s trade name anywhere in the world; or (b) features an “island-related” theme; or (c) features a “music-related” theme;

“**Compositions**” shall mean all musical compositions written by Jimmy Buffett or portions thereof written by Jimmy Buffett, including the lyrics and titles to such compositions and all intellectual

property rights embodied therein and appurtenant thereto, solely to the extent that Buffett owns 100% of the publishing rights;

“**Confidential Information**” shall have the meaning set forth in Section 11.01;

“**Control**” shall mean the ownership of voting securities of a Person, whether directly or indirectly, sufficient to elect a majority of the board of directors, managing members or the trustees of such Person; the terms “**Controlling**” and “**Controlled**” have meanings correlative to the foregoing;

“**CPA**” shall have the meaning set forth in Section 4.05(b);

“**CPDPA**” shall have the meaning set forth in Section 4.05(b);

“**CRM System**” shall have the meaning set forth in Section 4.09;

“**CRS**” shall mean the central reservation system developed by Franchisor or its designee for the Hotel System;

“**Data Protection Laws**” shall have the meaning set forth in Section 4.05(b);

“**De-Branding Actions**” shall have the meaning set forth in Section 16.01;

“**Décor**” shall have the meaning set forth in Section 5.03(a);

“**Design Plans**” shall have the meaning set forth in Section 2.03;

“**Designer**” shall have the meaning set forth in Section 2.02;

“**Dwellings Rider**” shall mean a rider that may be attached to this Agreement, governing Franchisee’s operation of vacation dwellings using Franchisor’s (or its Affiliates’) intellectual property;

“**Effective Date**” shall have the meaning set forth in the Preamble of this Agreement;

“**Event of Default**” shall have the meaning set forth in Section 13.01;

“**Exercise Notice**” shall have the meaning set forth in Section 12.03(b);

“**FBR Rider**” shall mean a rider that may be attached to this Agreement, governing Franchisee’s operation of certain restaurants using Franchisor’s (or its Affiliates’) intellectual property;

“**FF&E**” shall mean all fixtures; equipment; furnishings; furniture; telephone systems; communications systems; copiers; signs; property management, revenue management, in-room entertainment, and other computer and technology systems; and other similar items that Franchisor periodically specifies for the Hotel;

“**Food and Beverage Service**” shall mean a bar area, breakfast buffet and any other food and beverage services operated by Franchisee at the Hotel, including banquets, catering, and room service (if available) and any restaurants and retail stores operated pursuant to an FBR Rider (if applicable);

“Force Majeure Event” shall mean any bona fide delay or state of affairs beyond the control of a Party (other than as a result of financial incapacity of such Party), which shall cause or contribute towards such Party being unable to fulfill or being delayed or restricted in the fulfillment of such Party’s non-financial obligations as a result of:

- (i) the non-supply, non-provision or non-delivery of, or inability to obtain any material service, goods, equipment, utility or labor or the doing of any material work or the making of any material repairs;
- (ii) any action or inaction of a Governmental Authority or Applicable Law;
- (iii) any strikes, lockouts, slowdowns or other combined action of workers or labor disputes;
- (iv) acts of God, accidents or acts of man resulting in catastrophe, disaster, impossibility, or other inability of a Party to perform under this Agreement in good faith, including insurrection, war, riots, acts of terrorism, or civil commotion, infectious disease, epidemic, and/or pandemic (including but not limited to Covid-19); or
- (v) any similar types of acts or actions and other actions considered force majeure under Applicable Law or by a court of competent jurisdiction.

“Franchisee” shall have the meaning set forth in the Preamble;

“Franchisee Agents” shall mean vendors, service providers, contractors, or other third parties that perform any data processing, collecting, or storing of Guest Profile Data on behalf of Franchisee;

“Franchisee Artwork” shall have the meaning set forth in Section 8.08(b);

“Franchisee Indemnified Parties” shall have the meaning set forth in Section 10.02;

“Franchisee Intellectual Property” shall mean all trademarks, service marks, trade names, logos, copyrights, Franchisee Artwork, any other indicia of Franchisee or any of Franchisee’s Affiliates and any other intellectual property owned by Franchisee or any of Franchisee’s Affiliates;

“Franchisor” shall have the meaning set forth in the Preamble;

“Franchisor Indemnified Parties” shall have the meaning set forth in Section 10.01;

“GDPR” shall have the meaning set forth in Section 4.05(b);

“General Manager” shall have the meaning set forth in Section 4.03(b);

“Gift Card Participation Agreement” shall have the meaning set forth in Section 4.11;

“Gift Card Program” shall have the meaning set forth in Section 4.11;

“Governmental Authority” shall mean individually and collectively any governmental or regulatory authority, department, ministry, agency, court, tribunal, bureau, commission, governmental arbitrator or arbitration board or other similar body, whether federal, state or municipal, including,

without limitation, the U.S. Patent and Trademark Office and Trademark Trial and Appeal Board, the U.S. Food and Drug Administration and state and local alcoholic beverage licensing authorities;

“Gross Revenue” shall mean, for each calendar month following the Opening Date (or any component thereof or prorated portion thereof), all revenue, income and proceeds derived from the operation and management of the Hotel, including Gross Rooms Revenue, Food and Beverage Service; Merchandise sales, resort fees, destination fees, mandatory surcharges for facilities, and any other revenue arising from use of the Compass Intellectual Property pursuant to this Agreement, the Amenities Rider or any addendum thereof. Gross Revenue shall exclude only the following items, without regard to any exclusions listed within the definition of Gross Rooms Revenue or any other defined term incorporated herein:

- (i) free or discounted rooms and upgrades or other “comps” that the Hotel collects no revenue or in-kind value for;
- (ii) federal, state, or municipal excise, room, sales, or use taxes, or similar taxes collected from guests and paid to an applicable governmental authority;
- (iii) gratuities, service charges, or similar receipts collected and then paid directly to staff;
- (iv) any sale of fixtures, machinery, or other equipment that is not in the ordinary course of business;
- (v) any gift card, coupons, or the like at the time of purchase, but which shall be included in Gross Revenue upon redemption;
- (vi) any complimentary breakfast service; and
- (vii) any other adjustments to revenue in conformance with the Uniform System (excluding any adjustment that excludes resort fees and the like);

“Gross Rooms Revenue” shall mean, for each calendar month following the Opening Date (or prorated portion thereof), all revenue, income and proceeds derived from the rental of guest rooms at the Hotel, excluding:

- (i) free or discounted rooms and upgrades or other “comps” that the Hotel collects no revenue or in-kind value for;
- (ii) federal, state, or municipal excise, room, sales, or use taxes, or similar taxes collected from guests and paid to an applicable governmental authority;
- (iii) gratuities, service charges, or similar receipts collected and then paid directly to staff;
- (iv) any sale of fixtures, machinery, or other equipment that is not in the ordinary course of business;
- (v) any gift cards or coupons at the time of purchase, but which shall be included in gross revenue upon redemption; and

(vi) any other adjustments to revenue in conformance with the Uniform System;

“**Guarantors**” shall have the meaning set forth in Section 2.12;

“**Guaranty**” shall have the meaning set for in Section 2.12;

“**Guest Profile Data**” shall mean information and data relating to or derived from the Hotel’s guests and other customers during the Term, whether obtained from the guest or customer or from any other source, including names, preferences, and other information about the guests’ or customers’ experiences and/or purchases, and including, but not limited to, information stored in or provided to the CRS, PMS, CRM System, Loyalty Program, or any other system that collects guest data or behavior;

“**Hotel**” shall have the meaning set forth in the Preliminary Statement;

“**Hotel Standards**” shall mean those procedures, standards, specifications, controls, systems, manuals, guides, furniture, accessories and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the management and operation of Margaritaville-branded hotels, which standards are such that the Hotel shall be managed and operated in such a manner as required to provide high quality lodging, food and beverage and other services and conveniences to the public of substantially the same quality and distinguishing characteristics as are set by the Franchisor in writing, including without limitation, the criteria set forth in the Manual;

“**Hotel System**” shall mean the concept and system associated with the establishment of all Compass Hotels, as Franchisor periodically modifies it, including the Compass Intellectual Property, the Manual, the Confidential Information; the Décor; the CRS, quality assurance measures; the Training Program and Task Force; the Hotel Standards; and the Marketing Program;

“**Hotel System Website**” shall have the meaning set forth in Section 5.12 and shall include any other website that may be developed as part of a Rider to this Agreement;

“**Hotel Website**” shall have the meaning set forth in Section 5.12;

“**HPS**” shall have the meaning set forth in Section 8.12;

“**HPS Security Interest**” shall have the meaning set forth in Section 8.12;

“**Indemnified Party**” shall mean any Franchisee Indemnified Parties or Franchisor Indemnified Parties that are entitled to receive indemnification pursuant to this Agreement;

“**Indemnifying Party**” shall mean any Party obligated to indemnify an Indemnified Party pursuant to this Agreement;

“**Initial Term**” shall have the meaning set forth in Section 1.02;

“**Innovations**” shall have the meaning set forth in Section 8.09;

“**Internet Site**” shall have the meaning set forth in Section 8.07;

“**Internet Uses**” shall have the meaning set forth in Section 5.03(c);

“**Key Personnel**” shall mean the General Manager, director of sales, food and beverage director, and rooms director (or their equivalents, if specific titles differ);

“**License Agreement**” shall have the meaning set forth in Section 8.01;

“**Licensed Uses**” shall have the meaning set forth in Section 5.03(d);

“**Licensor**” shall have the meaning set forth in Section 8.01;

“**Loyalty Program**” shall have the meaning set forth in Section ~~4.19~~[4.16](#);

“**Management Company**” shall have the meaning set forth in Section 4.03(a);

“**Management Rider**” shall have the meaning set forth in Section 4.03(a);

“**Manual**” shall have the meaning set forth in Section 3.02;

“**Margaritaville Enterprises IP Rights**” shall mean, individually or collectively, the Compass Artwork, the Sub-Licensed Trade Dress, the Sub-Licensed Marks and the Hotel System;

“**Marketing Fee**” shall have the meaning set forth in Section 6.03;

“**Marketing Program**” shall have the meaning set forth in Section 5.10;

“**Mediator**” shall have the meaning set forth in Section 17.02;

“**Non-Buffett Works**” shall mean all musical composition recorded by Jimmy Buffett, including the lyrics and titles to such compositions and all intellectual property rights embodied therein and appurtenant thereto, for which Buffett does not own 100% of the publishing rights, and all photographic works, books, articles, films, videos and other audio-visual works, artwork, drawings and other works of authorship which are not 100% owned and ~~Controlled~~[controlled](#) by Buffett, and, with respect to all of the foregoing, including all intellectual property rights embodied therein and appurtenant thereto;

“**Occupancy**” shall mean the percentage of available rooms that were sold during a specified period of time, calculated by dividing the number of rooms sold by the number of available rooms;

“**Opening Date**” shall have the meaning set forth in Section 2.09;

“**Opening Deadline**” shall have the meaning set forth in Section 2.08(a);

“**Operational Information**” shall mean Gross Revenue, Gross Rooms Revenue, ~~occupancy~~[Occupancy](#), ADR, revenue per available room (including segmentation), Food and Beverage Service broken out by outlet (if applicable), retail, spa, FEC, waterpark, parking, and all other revenue derived from services and amenities at the Hotel (whether or not subject to Royalties); departmental, undistributed, and fixed expenses broken out in detail, reserves, and schedule of past or planned capital expenditures (as applicable); and other information required by Franchisor that may be useful (in the sole business judgment of Franchisor) in connection with marketing, reservations, and guest loyalty and satisfaction, and other functions, purposes, or requirements of Franchisor and its Affiliates;

“**OS&E**” shall mean all operating supplies and equipment for day-to-day operation of the Hotel, including without limitation, linens, towels, sheets, toiletries, paper products and cleaning products; and other similar items that Franchisor periodically specifies for the Hotel;

“**Other Hotel**” shall have the meaning set forth in Section 15.01;

“**Other Materials**” shall have the meaning set forth in Section 5.03(d)(iv);

“**Owners**” shall mean any Person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee, including any Person who has a direct or indirect interest in Franchisee, this Agreement, the franchise, or the Hotel and any person or entity who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets or any capital appreciation relating thereto;

“**Party**” shall mean Franchisor or Franchisee;

“**Payment Card Data**” shall mean personally identifiable data about a payment cardholder, such as account number, expiration date, data provided by the cardholder or other electronic data gathered by Franchisee with respect to a payment card transaction;

“**PCI Security Standards**” shall have the meaning set forth in Section 4.05(h)(i);

“**Person**” shall mean any individual, corporation, partnership, limited liability company, trust, or other entity;

“**Personality Rights**” shall mean the personality rights of Jimmy Buffett, including, but not limited to, his name, image, likeness, signature, photograph, gestures, distinctive appearances and mannerisms, and all intellectual property rights embodied therein and appurtenant thereto;

“**PIP**” shall have the meaning set forth in Section 2.04;

“**PMS**” shall have the meaning set forth in Section 4.05(a)(i);

“**POS System**” shall have the meaning set forth in Section 4.10;

“**Pre-Sales**” shall mean pre-sold coupons, gift cards and the like, the amount collected for which shall be included in Gross Revenue and at the time the Pre-Sale is redeemed;

“**Prevailing Party**” shall mean the party, if any, which substantially prevailed upon the central litigated issues;

“**Promotional Materials**” shall have the meaning set forth in Section 5.03(b);

“**Promotional Method**” shall have the meaning set forth in Section 5.03(d)(ii);

“**Property**” shall have the meaning set forth in Section 12.03(a);

“**Property Website ~~Package~~ Hosting Fee**” shall have the meaning set forth in Section 5.12;

“**Proposed Uses**” shall have the meaning set forth in Section 5.02;

“Quality Assurance ~~Audits~~Audit” shall have the meaning set forth in Section ~~4.17~~4.14(a);

“Quality Control Agents” shall have the meaning set forth in Section 5.02;

“Reasonable Deviations” shall have the meaning set forth in Section 4.06(d);

“Release” shall have the meaning set forth in Section 1.03(j);

“Released Parties” shall have the meaning set forth in Section 1.03(j);

“Remodel” shall have the meaning set forth in Section 1.03(f);

“Renewal Conditions” shall have the meaning set forth in Section 1.03;

“Renewal Consent” shall have the meaning set forth in Section 1.04(a)(i)(1);

“Renewal FDD” shall have the meaning set forth in Section 1.04(a)(i)(2);

“Renewal Notice” shall have the meaning set forth in Section 1.03(a);

“Renewal Term” shall have the meaning set forth in Section 1.03;

~~“Reporting System” shall have the meaning set forth in Section 4.21;~~

“Right of First Offer” shall have the meaning set forth in Section 12.03(a);

“Royalty” shall have the meaning set forth in Section 6.02;

“Sale Notice” shall have the meaning set forth in Section 12.03(a);

“Security Incident” shall mean any suspected or actual unlawful or unauthorized access to, acquisition of, disclosure of, or use of Guest Profile Data or Confidential Information, including any of the foregoing that compromises the security, confidentiality, availability, or integrity (e.g., any deletion or alteration) of Guest Profile Data or Confidential Information, regardless of whether such Security Incident is accidental or intentional. The term “Security Incident” also includes any unlawful or unauthorized intrusion (including supply chain breaches), either by internal or external actors or forces, into Franchisee’s information systems or networks, which: (i) compromises or threatens to compromise, either directly or indirectly, Guest Profile Data or Confidential Information; (ii) results in unauthorized access or access in excess of authorization to Franchisee’s information systems or networks; or (iii) threatens or compromises the availability of Franchisee’s information systems or networks;

“Sourced Products” shall have the meaning set forth in Section 4.07;

“Site” shall have the meaning set forth in the Preliminary Statement;

“Sub-Licensed Marks” shall mean, subject to the terms of this Agreement, the registered and unregistered trademarks and service marks, including logos, designs, emblems, stylized lettering and other indicia of source, and all applications for registration therefor, which are listed in Schedule 1 attached hereto, in the classes and fields of use as set forth in Schedule 1 (as such Schedule 1 may be modified from time to time under this Agreement);

“Sub-Licensed Trade Dress” shall mean, subject to the terms of this Agreement, the combination of elements of physical appearance (other than the Sub-Licensed Marks) which, taken together, identify the Hotel as a Compass Hotel, which combination of elements would give rise to a commercially reasonable likelihood of confusion by the public as to whether the property is sub-licensed by, affiliated with, or operated by, Franchisor or any of its Affiliates, including, without limitation, the following words and images taken in their totality:

- (i) words or phrases that include lyrics in songs Jimmy Buffett wrote or performed, when used in a way so as to evoke Jimmy Buffett or the Margaritaville brand;
- (ii) words that are evocative of Jimmy Buffett, Licensor, Franchisor or any of their Affiliates, including, without limitation, “cheeseburger in paradise,” “fins,” “jolly,” “latitude,” “longitude,” “paradise,” “parrot,” “shark,” “telegraph” and “wasted away”, when used in a way so as to evoke Jimmy Buffett or the Margaritaville brand; and
- (iii) images, in any form and media, that are evocative of Jimmy Buffett, Licensor, Franchisor or any of their Affiliates, including, without limitation, blenders, cheeseburgers, fins, flip-flops, hammocks, latitude/longitude maps, salt shakers, tequila bottles, margarita glasses, manatees, parrots, parakeets and seaplanes, when used in a way so as to evoke Jimmy Buffett or the Margaritaville brand;

“Successor Franchise Agreement” shall have the meaning set forth in Section 1.03(h);

“Supplements” shall have the meaning set forth in Section 3.02;

“Task Force” shall have the meaning set forth in Section 3.01(b);

“TCPA” shall have the meaning set forth in Section 4.05(b);

“Technology Agreement” shall mean that certain Compass Technology Agreement between the Parties, a copy of which is attached hereto as Exhibit E and incorporated herein by reference, as such agreement may be amended, modified, supplemented, or restated from time-to-time;

“Term” shall have the meaning set forth in Section 1.03;

“Third-Party Claims” shall mean any and all claims, demands, proceedings, actions and causes of action made or brought by any Person who is not (i) a Party to this Agreement, (ii) an Affiliate of a Party to this Agreement, or (iii) an owner, member, manager, partner, trustee, beneficiary, director, officer, employee or agent of the foregoing;

“TIP” shall have the meaning set forth in Section 2.05;

“Trainers” shall have the meaning set forth in Section 3.01(b);

“Training Program” shall have the meaning set forth in Section 3.01(a);

“Transfer” shall have the meaning set forth in Section 12.02(a);

“**Travel Services Website**” shall mean a website that a third party (which is not Franchisee’s affiliate) operates that promotes and sells travel-related products and services for a number of hotel brands, including other Margaritaville-affiliated hotels;

“**TSR**” shall have the meaning set forth in Section 4.05(b);

“**UCPA**” shall have the meaning set forth in Section 4.05(b); and

“**Uniform System**” shall mean the Uniform System of Accounts for the Lodging Industry, Eleventh Edition, as published by the Educational Institute of the American Hotel and Motel Association, 2014, or a later edition that Franchisor approves.

EXHIBIT B TO THE FRANCHISE AGREEMENT

SITE DESCRIPTION

[Insert Site Description]

EXHIBIT C-1 TO THE FRANCHISE AGREEMENT

PROPERTY IMPROVEMENT PLAN (PIP)

[Insert if applicable]

EXHIBIT C-2 TO THE FRANCHISE AGREEMENT

TECHNOLOGY IMPROVEMENT PLAN (TIP)

[Insert if applicable]

EXHIBIT D TO THE FRANCHISE AGREEMENT

GUARANTY

This Guaranty (the “**Guaranty**”) is given this ___ day of _____, 20___, by the undersigned in connection with the execution of the Franchise Agreement dated _____, 20___, (the “**Franchise Agreement**”) between **COMPASS MARGARITAVILLE, LLC** (“**Franchisor**”) and _____ (“**Franchisee**”).

In consideration of, and as an inducement to, Franchisor’s execution of the Franchise Agreement, each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, a “**Guarantor**” and collectively, the “**Guarantors**”) hereby personally and unconditionally guarantee to Franchisor and its successors and assigns, that Franchisee will punctually perform all of its obligations and pay all amounts due under the Franchise Agreement (including, without limitation, amounts due for initial franchise fees, royalties, system services contributions, and purchases of equipment, materials, and supplies) or otherwise owing by Franchisee to Franchisor or its affiliates.

Each Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty and the undertakings of Franchisee in the Franchise Agreement are in partial consideration for, and a condition to, Franchisor’s willingness to enter into the Franchise Agreement, and that Franchisor would not have entered into the Franchise Agreement without the execution of this Guaranty and such undertakings by each Guarantor.

A. Each Guarantor waives:

1. acceptance and notice of acceptance by Franchisor of the foregoing undertakings; [and](#)
2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; [and](#)
3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; [and](#)
4. any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; [and](#)
5. all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty (including by way of counterparts); and
6. any and all other notices and legal or equitable defenses to which he or she may be entitled.

B. Each Guarantor consents and agrees that:

1. his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; [and](#)
2. he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; [and](#)

3. such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
4. such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Franchise Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor or its affiliate under the terms of the Franchise Agreement; and
5. Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor individually, jointly and severally, also makes all of the covenants, representations, warranties and agreements Franchisee set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Articles I, II, VI, IX, X, XI, XII, XIV, XVI, and XVII (which include, among other things, the AGREEMENT TO ARBITRATE, FORUM SELECTION, WAIVERS OF PUNITIVE DAMAGES AND JURY TRIAL, AND LIMITATIONS OF CLAIMS).

If Franchisor is required to enforce this Guaranty in an administrative, judicial or arbitration proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by it.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, each Guarantor now signs and delivers this Guaranty effective as of the date of the Franchise Agreement, regardless of the actual date of signature.

GUARANTORS

Name: _____

Name: _____

Name: _____

Name: _____

EXHIBIT E TO THE FRANCHISE AGREEMENT

TECHNOLOGY AGREEMENT

(Attached)

EXHIBIT F TO THE FRANCHISE AGREEMENT

BUFFETT AGREEMENT

(Attached)

EXHIBIT G TO THE FRANCHISE AGREEMENT

LICENSE AGREEMENT

(Attached)

EXHIBIT H TO THE FRANCHISE AGREEMENT

NON-DISTURBANCE CERTIFICATE

THIS NON-DISTURBANCE CERTIFICATE (this “**Certificate**”) is delivered by the undersigned on _____, 202__ (the “**Effective Date**”) in connection with the Franchise Agreement (the “**Agreement**”) by and between Compass Margaritaville, LLC and _____ (the “**Franchisee**”), to which the form of this Certificate is attached. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement.

If the License Agreement and/or the Agreement are assigned or otherwise transferred to the undersigned, or if the undersigned forecloses upon the License Agreement and/or the Agreement, the undersigned hereby (1) acknowledges Franchisee’s sublicense interest under the License Agreement and Franchisee’s right, title and interest under the Agreement as set forth therein, and (2) agrees to be bound by the terms and conditions of the License Agreement and/or the Agreement as if the undersigned were an original signatory thereto.

Additionally, the undersigned shall not take any action in respect of any security or other interest granted thereto by Franchisor in or to the License Agreement and/or the Agreement, which would interfere with or disturb the rights and/or remedies granted to Franchisee under the Agreement.

The undersigned hereby warrants and represents that Franchisee may rely upon this Certificate, and the undersigned shall be estopped from denying the truth of the facts contained herein.

ACKNOWLEDGED AND AGREED:

HPS INVESTMENT PARTNERS, LLC, as
Administrative Agent



By: _____

Name: _____

Title: _____

SCHEDULE 1 TO THE FRANCHISE AGREEMENT

SUBLICENSSED MARKS

Mark Name	Application Number	Registration Number	Registration Date	Class Description
COMPASS BY MARGARITAVILLE HOTELS	87715235	6175573	10/13/2020	43 - Hotel services
COMPASS BY MARGARITAVILLE HOTELS & RESORTS	87947700	6195650	11/10/2020	43- Hotels
COMPASS MARGARITAVILLE HOTELS & RESORTS (logo) 	87947720	6195651	11/10/2020	43- Hotels
COMPASS BY MARGARITAVILLE (logo) 	90136700	6321468	04/13/2021	43 - Hotels
COMPASS BAR & CHILL*	88590708	6323233	4/13/2021	43 - Restaurant services

* Specific restaurant brands may vary by location.

EXHIBIT C TO THE DISCLOSURE DOCUMENT

OTHER AGREEMENTS

EXHIBIT C-1 TO THE DISCLOSURE DOCUMENT

FBR RIDER

FBR Rider to the Compass by Margaritaville

Franchise Agreement

THIS FBR RIDER TO THE COMPASS BY MARGARITAVILLE FRANCHISE AGREEMENT (“Rider”) is made and entered into by and between Compass Margaritaville, LLC, a Delaware limited liability company (“**Franchisor**”) and _____, a _____ (“**Franchisee**”) as a rider to the Franchise Agreement dated _____ between Franchisor and Franchisee (the “**Agreement**”) as of _____ (“**Effective Date**”).

WHEREAS, pursuant to the Agreement, Franchisor has authorized Franchisee to operate the Hotel as a Compass by Margaritaville brand hotel at the Site;

WHEREAS, Franchisee has applied to operate certain Margaritaville-branded Restaurants (as defined herein) and/or a Retail Store in connection with the operation of the Hotel;

WHEREAS, Franchisor is willing to accept such application and grant a license to Franchisee to use the Compass Intellectual Property to open and operate the following Restaurants and/or Retail Store at the Site and solely in connection with the Hotel:

Restaurants: _____

Retail Store: _____

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, we and you agree as follows:

1. Terms. Capitalized terms in this Rider have the meaning set forth in the Agreement, unless added or amended pursuant to Section 2 below.

2. Definitions

2.1 “Compass Standards” shall mean, collectively, the Hotel Standards and the Restaurant Standards;

2.2 “Concept” shall mean those procedures, standards, specifications, controls, systems, manuals, guides, and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the operation of Hotel System and Restaurants, including, without limitation, the Compass Standards and the Reservation System;

2.3 “FBR Intellectual Property” shall mean any and all trademarks, trade dress and other intellectual property licensed by Franchisor and used in connection with the Restaurants and Retail Store as authorized herein; all FBR Intellectual Property shall be deemed part of the Compass Intellectual Property for all purposes of the Agreement;

- 2.4 “Hotel” shall have the meaning set forth in the Preliminary Statement of the Agreement, but shall include the Restaurants;
- 2.5 “Hotel Standards” shall mean those procedures, standards, specifications, controls, systems, manuals, guides, furniture, accessories and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the management and operation of Compass-branded hotels, which standards are such that the Hotel shall be managed and operated in such a manner as required to provide high quality lodging, food and beverage and other services and conveniences to the public of substantially the same quality and distinguishing characteristics as are set by the Franchisor in writing, including without limitation, the criteria set forth in the Manual;
- 2.6 “Merchandise” shall have the meaning set forth in Section 3.2 below;
- 2.7 “Merchandise Supplier” shall have the meaning set forth in Section 3.2.1 below;
- 2.8 “Restaurants” shall mean those certain restaurants and/or bars within the Hotel authorized herein, which are operated in accordance with the Restaurant Standards, which may include, without limitation, Restaurants branded with the trademarks MARGARITAVILLE, LANDSHARK, 5 O’CLOCK SOMEWHERE, LICENSE TO CHILL and/or JWB;
- 2.9 “Restaurant Standards” shall mean those procedures, standards, specifications, controls, systems, manuals, guides, recipes, ingredients and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the operation of themed and branded restaurants, which standards are such that the Restaurants shall be managed and operated in such a manner as required to provide high quality services of substantially the same quality and distinguishing characteristics as are provided at the same or similarly branded restaurants licensed by Franchisor (or its Affiliates), including without limitation, the criteria set forth in the Restaurant Manual;
- 2.10 “Restaurant System” shall mean the concepts and systems associated with each of the Restaurants, as Franchisor periodically modifies any of the foregoing, including the FBR Intellectual Property, the Restaurant Manual, the Confidential Information; the Décor, quality assurance measures; the Training program and Task Force; and the Restaurant Standards;
- 2.11 “Retail Store” shall mean a retail store within the Hotel (whether adjacent to a Restaurant or separately located), from which Franchisee sells Merchandise and operated in accordance with the standards currently used at the retail store located in Hollywood, Florida or such other location as Franchisor may designate;
- 2.12 “Retail Standards” shall mean those procedures, standards, specifications, controls, systems, manuals, guides, inventory, POS systems and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the operation of themed and branded retail stores, which standards are such that the Retail Store shall be managed and operated in such a manner as required to provide high quality products and services of substantially the same quality and distinguishing characteristics as are provided at the same or similarly branded retail stores licensed by Franchisor (or its Affiliates);

3. Grant of Non-Exclusive License

- 3.1 Franchisor and Franchisee acknowledge that in executing this Rider and modifying certain of the defined terms in the Agreement and adding additional defined terms to the Agreement, that during the Term, subject to the terms of the Agreement, including without limitation, Article V thereof, Franchisor is granting, and Franchisee is accepting, a limited non-exclusive license to operate: (a) the Restaurants in the Hotel pursuant to the Restaurant Standards; and/or (b) the Retail Store pursuant to the Retail Standards. Any and all Restaurants authorized hereunder shall be deemed part of the Food and Beverage Service as defined in the Agreement.
- 3.2 Franchisor and Franchisee further acknowledge that in executing this Rider and modifying certain of the defined terms in the Agreement and adding additional defined terms to the Agreement, that during the Term, Franchisor is granting and Franchisee accepting a limited non-exclusive right to sell merchandise utilizing the Compass Intellectual Property (“**Merchandise**”) at the Hotel, subject to the following conditions:
- 3.2.1 Notwithstanding any other provision of the Agreement, Franchisor’s Affiliate or designee (the “**Merchandise Supplier**”) shall have the exclusive right (but not the obligation) to supply the Merchandise for the Hotel (including the Retail Store), provided, however, Franchisor will use all commercially reasonable efforts to ensure that all types of Merchandise customary for a property similar to the Hotel are available at competitive prices and in adequate quantities;
- 3.2.2 If the Merchandise Supplier declines to supply any such Merchandise, then Franchisee shall have the right to source the Merchandise from a vendor of its choice, subject to Franchisor’s prior approval pursuant to Article V of the Agreement; and
- 3.2.3 Regardless of source, Franchisee shall have no right to sell any Merchandise via the Internet or catalogs.
- 3.3 All sales from the Restaurants and Retail Store (including all Merchandise sales) shall be included in the calculation of Gross Revenue as provided in the Agreement.

4. Additional Operating Guidelines

- 4.1 Pursuant to Section 4.06(a) of the Agreement and Force Majeure Events, Franchisee must operate the Hotel twenty-four (24) hours a day, every day; provided however that Franchisee must operate the Restaurants and Retail Store for those days of the week and hours of the day that Franchisor may periodically establish.
- 4.2 Franchisor shall provide Franchisee access to the electronic media and/or written materials reflecting the then-current Restaurant Standards (“**Restaurant Manual**”) during the Term. The Restaurant Manual is incorporated into the Manual by reference and shall be subject to all provisions of the Agreement relating to the Manual.

5. Effect

- 5.1 The terms of this Rider are expressly made subject to and are governed by the Agreement. Except as specifically set forth in this Rider, the Franchise Agreement shall

continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Rider, this Rider shall control.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties have executed this Rider as of the day and year first above written.

COMPASS MARGARITAVILLE, LLC

By: _____
Name: John Cohan
Title: Chief Executive Officer

[COMPANY]

By: _____
Name:
Title:

EXHIBIT C-2 TO THE DISCLOSURE DOCUMENT

AMENITIES RIDER

Amenities Rider to the Compass Margaritaville

Franchise Agreement

THIS AMENITIES RIDER TO THE COMPASS MARGARITAVILLE FRANCHISE AGREEMENT (“Rider”) is made and entered into by and between Compass Margaritaville, LLC, a Delaware limited liability company (“Franchisor”) and _____, a _____ (“Franchisee”) as a rider to the Franchise Agreement dated _____ between Franchisor and Franchisee (the “Agreement”) as of _____ (“Effective Date”).

WHEREAS, pursuant to the Agreement, Franchisor has authorized Franchisee to operate the Hotel as a Compass Hotel at the Site;

WHEREAS, Franchisee has applied to operate certain amenities, for example and not as a limitation, a water park, family entertainment center or marina, using the Compass Intellectual Property in connection with the operation of the Hotel;

WHEREAS, Franchisor is willing to accept such application and grant a license to Franchisee to use the Compass Intellectual Property to open and operate the following amenities using the Compass Intellectual Property at the Site and solely in connection with the Hotel:

Amenities (please list) _____

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Terms.** Capitalized terms in this Rider have the meaning set forth in the Agreement, unless added or amended pursuant to Section 2 below.
2. **Definitions**
 - 2.1 “**Amenities**” shall mean those certain amenities within the Hotel authorized in this Rider, which are operated in accordance with the Amenities Standards;
 - 2.2 “**Amenities Intellectual Property**” shall mean any and all trademarks, trade dress and other intellectual property licensed by Franchisor and used in connection with the Amenities as authorized herein; all Amenities Intellectual Property shall be deemed part of the Compass Intellectual Property for all purposes of the Agreement;
 - 2.3 “**Amenities Standards**” shall mean those procedures, standards, specifications, controls, systems, manuals, guides, recipes, ingredients and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the operation of themed and branded amenities which standards are such that the Amenities shall be managed and operated in such a manner as required to provide high quality services of substantially the same quality and distinguishing characteristics as are provided at the same or similarly branded amenities franchised or licensed by Franchisor

(or its Affiliates); the Amenities Standards shall be deemed part of the Hotel Standards for all purposes of the Agreement;

- 2.4** “**Amenities System**” shall mean the concept and systems associated with the applicable Amenities, as Franchisor periodically modifies any of the foregoing, including the Amenities Intellectual Property, the Confidential Information; the Décor, quality assurance measures; the Training Program and Task Force; and the Amenities Standards; the Amenities System shall be deemed part of the Hotel System for all purposes of the Agreement;
- 2.5** “**Hotel**” shall have the meaning set forth in the Preliminary Statement of the Agreement but shall include the Amenities.

3. Grant of Non-Exclusive License

- 3.1** Franchisor and Franchisee acknowledge that in executing this Rider and modifying certain of the defined terms in the Agreement and adding additional defined terms to the Agreement, that during the Term, subject to the terms of the Agreement, including without limitation, Article V thereof, Franchisor is granting, and Franchisee is accepting, a limited non-exclusive license to operate the Amenities in the Hotel pursuant to the Amenities Standards.
- 3.2** All sales and money gained from any services provided from the Amenities shall be included in the calculation of Gross Revenue as provided in the Agreement.

4. Additional Operating Guidelines

- 4.1** Pursuant to Section 4.06(a) of the Agreement and Force Majeure Events, Franchisee must operate the Hotel twenty-four (24) hours a day, every day; provided however that Franchisee must operate the Amenities for those days of the week and hours of the day that Franchisor may periodically establish.

5. Effect

- 5.1** The terms of this Rider are expressly made subject to and are governed by the Agreement. Except as specifically set forth in this Rider, the Franchise Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Rider, this Rider shall control.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties have executed this Rider as of the day and year first above written.

COMPASS MARGARITAVILLE, LLC

By: _____
Name: John Cohan
Title: Chief Executive Officer

[COMPANY]

By: _____
Name:
Title:

EXHIBIT C-3 TO THE DISCLOSURE DOCUMENT

DWELLINGS RIDER

Dwellings Rider to the Compass ~~by~~ Margaritaville

Franchise Agreement

THIS DWELLINGS RIDER TO THE COMPASS ~~BY~~ MARGARITAVILLE FRANCHISE AGREEMENT (“Rider”) is made and entered into by and between Compass Margaritaville, LLC, a Delaware limited liability company (“Franchisor”) and _____, a _____ (“Franchisee”) as a rider to the Franchise Agreement dated _____ between Franchisor and Franchisee (the “Agreement”) as of _____ (“Effective Date”).

WHEREAS, pursuant to the Agreement, Franchisor has authorized Franchisee to operate the Hotel as a Compass by Margaritaville ~~hotel~~® Hotel at the Site;

WHEREAS, Franchisee has applied to develop vacation dwellings utilizing the Compass Intellectual Property for sale and rental at or adjacent to the Site;

WHEREAS, Franchisor is willing to accept such application and grant a license to Franchisee to use the Compass Intellectual Property to develop vacation dwellings for sale and rental at or adjacent to the Site and solely in connection with the Hotel;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Terms.** Capitalized terms in this Rider have the meaning set forth in the Agreement, unless added or amended pursuant to Section 2 below.

2. **Definitions.**

~~2.1 “Brand Lifestyle Fee” shall have the meaning set forth in Section 4.1.3 of this Rider;~~

~~2.2 “Compass Standards” shall mean, collectively, the Hotel Standards and the Dwellings Standards;~~

~~2.3 “Club Membership Documents” shall have the meaning set forth in Section 4.1.3 of this Rider;~~

2.1 ~~2.4~~ “**Dwelling Royalty**” shall have the meaning set forth in Section 5.3 of this Rider;

2.2 ~~2.5~~ “**Dwellings**” shall mean residential vacation dwellings branded with the Compass Intellectual Property within the Project intended for sale to purchasers, whether freestanding units or units with shared horizontal and/or vertical walls, excluding time shares;

2.3 ~~2.6~~ “**Dwellings Intellectual Property**” shall mean any and all trademarks, trade dress and other intellectual property licensed by Franchisor and used in connection with the Dwellings, Vacation Rentals and Rental Program as authorized herein; all Dwellings Intellectual Property shall be deemed part of the Compass Intellectual Property for all purposes of the Agreement;

~~2.7~~ ~~“Dwelling Owners” shall mean owners of Dwellings;~~

2.4 ~~2.8~~ **“Dwellings System”** shall mean the concept and systems associated with the Dwellings, Vacation Rentals and Rental Program, as Franchisor periodically modifies any of the foregoing, including the Dwellings Intellectual Property, the Confidential Information; the Décor, quality assurance measures; the Training Program and Task Force; and the Dwellings Standards;

2.5 ~~2.9~~ **“Dwellings Standards”** shall mean those procedures, standards, specifications, controls, systems, furniture, fixtures and equipment (FF&E), operating supplies and equipment (OSE), manuals, guides, recipes, ingredients and other distinguishing elements or characteristics which Franchisor and its Affiliates have developed in connection with the operation of themed and branded dwellings, vacation rentals and rental programs which standards are such that the Dwellings, Vacation Rentals and Rental Program shall be managed and operated in such a manner as required to provide high quality services of substantially the same quality and distinguishing characteristics as are provided at the same or similarly branded dwellings, vacation rentals and rental programs franchised or licensed by Franchisor (or its Affiliates);

2.6 **“Governing Documents”** shall mean any and all documents governing the sale or rental of the Dwellings, including without limitation, HOA documents, declarations, master deeds, Membership Club rules, purchase agreements, rental management agreements, and any amendments to any of the foregoing;

2.7 ~~2.10~~ **“Gross Rental Revenue”** shall mean all revenue generated from the rental of Dwellings through a Rental Program before any splits between Franchisee and ~~Dwelling~~ Owner, excluding:

2.7.1 ~~2.10.1~~ federal, state, or municipal excise, room, sales, or use taxes, or other similar impositions collected directly from patrons or guests or included as part of the sales price for any goods or services, and which must be remitted to a governmental authority;

2.7.2 ~~2.10.2~~ gratuities, services charges or other similar receipts collected for payment to and paid to Franchisee’s staff and complimentary products;

2.7.3 ~~2.10.3~~ royalties, residuals, license fees, sublicense fees, and other amounts paid to persons other than Franchisor or its affiliates connected with the use of intellectual property or publicity rights connected with the Hotel;

2.7.4 any fees or charges paid to an HOA or any community manager of the foregoing pursuant to the Governing Documents;

2.7.5 ~~2.10.4~~ any sale or transfer of all or a substantial part of the assets of Franchisee unless otherwise specifically provided for in the Agreement;

2.7.6 ~~2.10.5~~ any sale not in the ordinary course of business of Franchisee of fixtures, machinery, or other equipment; and

2.7.7 ~~2.10.6~~ any other adjustments to revenue made in conformance with GAAP.

2.8 ~~2.11~~ “**Gross Dwelling Revenue**” shall mean the gross proceeds received by Franchisee for the sale of each Dwelling to be paid at the closing of the sale of the Dwelling from the third-party buyer, as such gross proceeds are listed on the HUD 1 statement or as reflected as the “Due to Seller at Closing” on Line 01, “Sales Price of Property” of a Closing Disclosure;

2.9 ~~2.12~~ “**HOA**” shall have the meaning set forth in Section 4.1.1 of this Rider;

~~2.13~~ “**HOA Documents**” shall have the meaning set forth in Section 4.1.1 of this Rider;

2.10 “Compass Standards” shall mean, collectively, the Hotel Standards and the Dwellings Standards.

2.11 ~~2.14~~ “**Membership Club**” shall have the meaning set forth in Section ~~4.1.3~~4.1.2 of this Rider;

2.12 “Non-Participating Owners” shall have the meaning set forth in Section 4.2.7 of this Rider;

2.13 “Owners” shall mean owners of Dwellings;

2.14 “Participating Owners” shall have the meaning set forth in Section 4.2.2 of this Rider;

2.15 “**Project**” shall mean the Hotel, Dwellings, and Vacation Rentals;

2.16 “~~Purchaser~~Rental Management Agreement” shall have the meaning set forth in Section ~~4.1.4~~4.2.3 of this Rider;

~~2.17~~ “~~Rental Management Agreement~~” shall have the meaning set forth in Section 4.1.5 of this Rider;

2.17 ~~2.18~~ “**Rental Program**” shall mean a rental program offered by the Franchisee or Franchisee’s Affiliate or designee to ~~Dwelling~~ Owners pursuant to the terms of a Rental Management Agreement in a form to be agreed to by Franchisor and Franchisee, ~~which shall not exist unless the Dwelling Owners have the right not to rent and the right to use a rental manager not affiliated with Franchisee using qualifications which are substantially similar to the qualifications of Franchisee’s Affiliate or designee;~~

2.18 ~~2.19~~ “**Rental Royalty**” shall have the meaning set forth in Section 5.2 of this Rider; and

2.19 ~~2.20~~ “**Vacation Rentals**” shall mean vacation dwellings branded with the Compass Intellectual Property within the Project and intended for rental through the Rental Program, excluding time shares.

3. Grant of Non-Exclusive License.

3.1 **License.** Franchisor and Franchisee acknowledge that in executing this Rider and modifying certain of the defined terms in the Agreement and adding additional defined

terms to the Agreement, that during the Term, subject to the terms of the Agreement, including without limitation, Article V thereof, Franchisor is granting, and Franchisee is accepting, a limited non-exclusive license to develop, construct, and operate for rental and sale Dwellings and Vacation Rentals under the “Compass ~~Hotel~~by Margaritaville” umbrella.

3.2 Condition Precedent. All rights granted by Franchisor to Franchisee under this Rider are subject to the condition precedent that, within ninety (90) days after the Effective Date, Franchisee registers to sell the Dwellings and rent the Vacation Rentals in compliance with Applicable Law, including the Interstate Land Sales Full Disclosure Act, in Franchisor’s commercially reasonable judgment. If such condition precedent does not occur within the specified time frame, Franchisor may terminate this Rider immediately upon notice to Franchisee at the time of such failure. If terminated pursuant to the foregoing, this Rider shall be null and void and neither Franchisor nor Franchisee shall have any claims against each other under the terms of this Rider.

4. Additional Operating Guidelines.

4.1 Operation/Sale of Dwellings.

~~4.1.1 Homeowners Association. The Parties agree that Franchisee may establish a Homeowners’ Association (“HOA”) to govern the Dwellings. The HOA rules and master declaration for the Dwellings (and any amendments thereto) (collectively, “HOA Documents”) shall be subject to Franchisor’s advance review and written approval, on a commercially reasonable basis, to ensure compliance with the Agreement and the Dwellings Standards. The HOA Documents shall state that, if Franchisee shall, for any reason, cease to have the right to use the Compass Intellectual Property, then the HOA shall not have the right, and shall ensure that no Dwelling Owner has the right, to use the Compass Intellectual Property, unless the HOA enters into a new license or franchise agreement with Franchisor substantially similar to the Agreement.~~

~~4.1.2 HOA Turnover. The Parties acknowledge and agree that, after control of the HOA is turned over to Dwelling Owners, Franchisor shall have the right to enforce the provisions of the HOA Documents to the extent that the rights of Franchisor are involved. Franchisee shall include in the HOA Documents that no amendments to those documents can be made without the approval of Franchisor, including the rules and provisions related to the use of the Compass Intellectual Property or compliance with this Agreement.~~

~~4.1.3 Club.~~

4.1.1 HOA. The Parties agree that Franchisee shall establish one or more homeowners’ associations and/or community associations to govern the Dwellings at the Project (each, an “HOA”), subject to Section 4.1.3 hereof.

4.1.2 Membership Documents Club. ~~The Parties agree that~~ Franchisee may ~~develop~~ establish one or more membership ~~club providing amenities to homeowners (the~~ club ~~“Membership Club”). If so developed, Franchisee shall develop club membership documents to address and~~ clubs to govern ~~amenities, benefits~~ the

management and use of the ~~Dwellings and/or Vacation Rentals, including, for example and not as a limitation, membership rules, facilities use and club dues~~ (“~~Club Amenities at the Project~~ (each, a “**Membership Club**”), subject to Section 4.1.3 hereof.

4.1.3 Governing Documents”). ~~The Club Membership~~ Governing Documents (and ~~any amendments thereto~~) shall include, at a minimum, the concepts set forth in Exhibit A hereof, and be subject to Franchisor’s ~~advance review and prior~~ written approval, ~~on a commercially reasonable basis to ensure compliance with the Agreement and the Dwellings Standards~~ subject to minor adjustment for conformity with Applicable Laws by state. Without limiting the foregoing, ~~Project amenities and facilities shall be available only to Dwelling Owners and guests of the Rental Program, unless day passes are sold to non-guests pursuant to the Day Pass Program Terms of Use incorporated by reference in the Technology Agreement. The Club Membership Documents (if developed) shall include information regarding a monthly fee of \$50 per month, per Dwelling, payable to Franchisor by Dwelling Owners in connection with brand support and oversight of facilities for use of the Membership Club (the “Brand Lifestyle Fee”). The Brand Lifestyle Fee shall be collected by the HOA and sent to Franchisor as a lump sum on a monthly basis~~

~~4.1.4 Dwelling Sales.~~ ~~In connection with the sale of any Dwelling to a third party purchaser (each, a “Purchaser”), the Parties shall work together to ensure that the Governing Documents accurately inform the Owners of their obligations under this Rider and that such Governing Documents are properly recorded with the appropriate Governmental Authorities (when required). Franchisee shall include in the purchase and sale agreement disclaimers and waivers by the Purchaser, in a form that is mutually agreed between Franchisor and Franchisee, each acting in its commercially reasonable discretion, and addressing that:~~

~~(A) neither Franchisor nor any of its Affiliates is/are participating in or in any way responsible for the construction or sale of the Dwellings;~~

~~(B) Franchisor is involved in the Dwellings only as a licensor;~~

~~(C) Franchisor shall have the right to enforce quality control requirements of the Compass Intellectual Property; and~~

~~(D) Upon termination or expiration of the Agreement, neither the Purchaser nor the HOA shall have any right to use the Compass Intellectual Property in any advertising or promotion of the Dwelling or the Project.~~

~~For clarification, during the Term, Franchisee and its Affiliates and real estate sales representatives, including without limitation, brokers, agents, and employees thereof, shall have the right to utilize Compass Intellectual Property in conjunction with the marketing, advertising, promotion, and sale of Dwellings, subject to Franchisor’s prior, written approval in accordance with this Agreement. There shall not be any references to the Franchisor or its Affiliates developing, selling or operating any Dwellings.~~ acknowledges and agrees that the Governing Documents continue to apply after any turnover of the HOA for the

Project, and the rights of Franchisor in this Rider and Exhibit A continue following such turnover. Franchisee shall cooperate with any reasonable requirements of Franchisor to memorialize such rights prior to turnover of an HOA.

4.2 ~~4.1.5~~ Rental Management Agreements.

- 4.2.1 ~~A. Following~~ If the Franchisee or any Affiliate offers any type of Rental Program, the Parties agree that Owners, following the execution of a purchase and sale agreement for a Dwelling and in no event prior thereto (~~excluding except for~~ Franchisee as ~~a Dwelling~~ Owner, which will not need a purchase and sale agreement to become Owner), ~~Dwelling Owners~~ shall be afforded the opportunity to participate in the Rental Program. No Owner shall be required to participate in a Rental Program or to make their Dwelling (s) available for rent.
- 4.2.2 Owners that, in their sole discretion, decide to participate in the Rental Program (**“Participating Owners”**), shall participate in the rental stream generated by Franchisee’s or its Affiliate’s or designee’s website for the Website Project.
- 4.2.3 ~~B. Dwelling~~ Participating Owners ~~desiring to participate in the Rental Program~~ shall enter into a rental management agreement with Franchisee in a form approved by Franchisor (such approval not to be unreasonably withheld, conditioned or delayed) (each, a **“Rental Management Agreement”**). ~~During~~
- 4.2.4 If Franchisee and Franchisor do not agree on the Term, content or form of the form of Rental Management Agreement approved by the Franchisor, such disagreement shall not be amended, or any other Rental Management Agreement adopted, that adversely affects or detracts from the overall image of the Compass Intellectual Property and the standards of quality associated therewith or the operation of the Project resolved by the dispute resolution procedures set forth in the Agreement.
- 4.2.5 ~~C.~~ In connection with any Rental Management Agreement executed by ~~a Dwelling~~ an Owner, Franchisee shall include disclaimers and waivers by the ~~Dwelling~~ Owner, in a form that is mutually agreed between Franchisor and Franchisee, each acting in ~~its a commercially~~ reasonable ~~discretion~~ manner, and addressing that Franchisor is involved in the Rental Program only as a ~~franchisor~~ Franchisor and ~~its~~ Franchisor’s rights are defined and governed by this Rider and the Agreement.
- 4.2.6 The content and form of Rental Management Agreement approved by the Franchisor shall not be amended, or any other Rental Management Agreement adopted, that adversely affects or detracts from the overall image of the Compass Intellectual Property and the standards of quality associated therewith, the operation of the Project, or the Franchisor’s or its Affiliates’ or agents’ services provided to the Project.
- 4.2.7 ~~D. With respect to~~ Regarding any Dwellings whose ~~Dwelling~~ Owners decide not to participate in the Rental Program (**“Non-Participating Owners”**), Franchisee

(or its Affiliates or designees) shall not manage, rent, ~~and/or~~ otherwise operate such Dwelling. Instead, ~~non-participating Dwelling~~ Non-Participating Owners shall have the right, pursuant to a separate rental management agreement, using to use a third-party rental manager that has met commercially reasonable qualifications similar to the rental manager controlled by the Franchisee. Such independent rental management program shall not represent or otherwise indicate that such non-participating Dwelling is branded as or otherwise affiliated with the Compass brand.

~~E. — A Dwelling Owner not participating in the Rental Program may use third party rental agents and booking services including websites and “OTAs” (Online Travel Agencies) to market the rental of their Dwellings but may not use Compass Intellectual Property in connection therewith and provided that such third party rental agents are subject to the standards and requirements of the HOA Documents approved by Franchisor — under — this — Agreement.~~

4.2.8 Franchisee agrees to restrict Owners’ use of Compass Intellectual Property through the Governing Documents as stated in Section 4.1.3 above and agrees to inform Owners of the restrictions; provided, however, if an Owner infringes or otherwise improperly utilizes Compass Intellectual Property, Franchisee and its Affiliates assume no liability regarding the improper use or infringement of Compass Intellectual Property.

4.3 ~~4.1.6~~ **Sales and Marketing.** Franchisee shall be responsible for sales and marketing of the Dwellings, provided that all such sales and marketing plans shall be deemed a “Licensed Use” subject to Franchisor’s approval under Article V of the Agreement.

4.4 ~~4.1.7~~ **Restrictions in Re-Sales.** No individual ~~Purchaser~~ purchaser shall have, by virtue of the Agreement or otherwise, the individual right to use any part of the Compass Intellectual Property to market, advertise, promote or sell any Dwelling, except as to the location within the Project or that it is a Dwelling. Franchisee (and its successors and assigns) shall adopt and enforce such covenants and deed restrictions regarding this prohibition as are necessary to assure those restrictions are enforced.

4.5 **Online Travel Agencies.** Franchisor intends to provide access to third-party booking systems, online travel agencies, and advertising platforms (such as, but in no way limited to, Airbnb, VRBO, HomeAway, Booking.com, Expedia, Travelocity, Trip.com, Priceline, etc.) (collectively, “OTAs”) through its CRS, to allow promotion, marketing and booking of the Dwellings for rent. If the CRS does not provide access to, connect with, or otherwise allow Franchisee to use any third-party OTAs, booking systems, online travel agencies, and advertising platforms through or as part of the CRS, or if the CRS’s connection to or interface with such third-party OTAs, booking systems, online travel agencies, and advertising platforms is inferior to or provides less capabilities as Franchisee would otherwise have directly using such third party providers, Franchisee, and its Affiliates or designees, and/or other Owners participating in the Rental Program shall have the right to list, advertise, market, accept guest reservations, and otherwise make guest bookings of Dwelling rentals on and through such third-party OTAs, booking systems, online travel agencies, and advertising platforms directly and outside the use of

the CRS, upon prior consent or approval of Franchisor, provided that such consent or approval shall be provided if the third-party system can be connected to Franchisor's systems and passes Franchisor's security risks assessment. Franchisee's use of the CRS to connect to, interface with, or otherwise use third-party OTAs, shall be at no additional fees, charges, or costs to Franchisee other than (i) those Franchisee would incur directly using such third-party providers outside of the CRS; and (ii) any costs associated with connecting to Franchisor's systems. Any Non-Participating Owner using OTAs to market the rental of their Dwellings shall not use Compass Intellectual Property in connection therewith. In addition, such third-party rental agents shall be subject to the standards and requirements of the Governing Documents as approved by Franchisor under this Rider.

5. Dwelling Fees.

5.1 Fees and Reporting Generally. All fees included in this section following shall be in addition to all fees set forth in Article VI of the Agreement, and subject to all reporting requirements and procedures set forth in Articles VI and VII of the Agreement.

5.2 Rental Royalty. Franchisee shall pay to Franchisor, within thirty (30) days following each calendar month of the Term following the Opening Date of the Vacation Rentals (or prorated portion thereof), royalties in the amount of five percent (5%) of Gross Rental Revenue ("**Rental Royalty**").

5.3 Dwelling Royalty. Franchisee shall pay to Franchisor, within thirty (30) days following the close of the calendar month of the closing of any Dwelling sale pursuant to this Rider, royalties in the amount of three percent (3%) of the Gross Dwelling Revenue ("**Dwelling Royalty**").

5.4 Dwelling Sales Reporting. Without limiting any other section of the Agreement, Franchisee shall provide to Franchisor the following reports with respect to Dwellings: (a) weekly traffic reports; (b) backlog reports; and (c) lead status reports, all in a form as reasonably requested by Franchisor.

5.5 Marketing Fee. For clarification, the terms and amounts of the Marketing Fee set forth in Section 6.03 of the Agreement shall apply for Dwellings as well, but shall be calculated for Dwellings based on Gross Rental Revenue.

5.6 Re-Sale Royalty. If applicable law permits the payment of royalties on the re-sale of any Dwelling, Franchisor shall receive a re-sale royalty of one percent (1%) of the sales price. Each seller shall be required by the Franchisee to make available to Franchisor the closing statement that reflects the purchase price paid by each purchaser so that Franchisor can accurately confirm the re-sale royalty amount.

6. Modified Provisions. The following provisions of the Franchise Agreement are modified as set forth below:

6.1 All references to the "Hotel Standards" in the Agreement shall be replaced with references to the "Compass Standards".

6.2 All references to “Hotel” in the Agreement shall be replaced with references to the “Project”.

6.3 All references to “Royalty” or Royalties in the Agreement shall be deemed to include the Royalty for the Hotel, the FBR Royalty (as both are defined in Section 6.02 of the Agreement), Rental Royalty, and Dwelling Royalty.

6.4 The following shall be added to Section 4.08 of the Agreement:

“The CRS shall be deemed to include a transient rental system for guests to reserve accommodations at Vacation Rentals. Franchisee shall participate in such program upon mutually agreed terms that are commercially reasonable and similar to those of other Compass-branded residential communities.”

6.5 Section 4.10 (Technology) shall be deemed to include any technology required by Franchisor to operate the Dwellings according to the Compass Standards, including use of Franchisor’s reservation system and CRM for residential properties.

6.6 The following new Sections ~~4.174.14~~(a)(5)-(6) shall be added to the Agreement and included within the definition of “Quality Assurance Audit”:

~~“4.174.14~~(a)(5) Inspect all areas (public and non-public) of the Project at any time (excluding sold Dwellings and Dwellings not participating in the Rental Program), provided that any Dwellings and Vacation Rentals are not occupied by guests at the time of inspection.

(a)(6) Inspect Dwellings that were sold and Dwellings that are rented solely for the purpose of commercially reasonable health and safety purposes.”

~~6.5~~ ~~The following shall be added as Section 4.22 of the Agreement:~~

~~“4.22 OTAs.~~

~~(a) With respect to Vacation Rentals, Franchisee shall participate in the CRS upon mutually agreed terms that are commercially reasonable and similar to those of other similar lodging properties. Franchisor intends to provide access to third party booking systems, online travel agencies, and advertising platforms (such as, but in no way limited to, Airbnb, VRBO, HomeAway, Booking.com, Expedia, Travelocity, Trip.com, Priceline, etc.) (collectively, “OTAs”) through the CRS, to allow Franchisee to list, advertise, and market Dwellings for rent, accept rental reservations, and allow Persons to make bookings of Dwellings via such third party OTAs, booking systems, online travel agencies, and advertising platforms.~~

~~(b) If the CRS does not provide access to, connect with, or otherwise allow Franchisee to use any third party OTAs, booking systems, online travel agencies, and advertising platforms through or as part of the CRS, or if the CRS’s connection to or interface with such third party OTAs, booking systems, online travel agencies, and advertising platforms is inferior to or provides less capabilities as Franchisee would otherwise have directly using such third party providers, Franchisee, and its Affiliates or designees, and/or other Dwelling Owners participating in the Rental Program shall have~~

~~the right to list, advertise, market, accept guest reservations, and otherwise make guest bookings of Dwelling rentals on and through such third party OTAs, booking systems, online travel agencies, and advertising platforms directly and outside the use of the CRS, upon commercially reasonable consent or approval of Franchisor, provided that such consent or approval shall be provided if the third party system can be connected to Franchisor's systems and passes Franchisor's security risk assessment.~~

~~(e) — Franchisee's use of the CRS to connect to, interface with, or otherwise use third party OTAs, booking systems, online travel agencies, and advertising platforms shall be at no additional fees, charges, or costs to Franchisee other than: (i) those Franchisee would incur directly using such third party providers outside of the CRS; and (ii) any costs associated with connecting to Franchisor's systems."~~

6.7 ~~6.6~~ The following new Section 5.04(f) shall be added to the Agreement and included within the definition of "Approval Agent":

"5.04(f) For HOA matters, from Stuart Schultz, VP of Residential Community Relations, Margaritaville Enterprises, LLC, at email sschultz@margaritaville.com."

6.8 Notwithstanding Section 5.13 of the Agreement, Franchisee shall develop and maintain a website for the sales of Dwellings, in compliance with Applicable Law and the Compass Standards.

6.9 ~~6.7~~ The following shall be added as Section 10.01 (i) and (j) of the Agreement:

"10.01(i) the operation, management and marketing of the Rental Program, and rental and maintenance of Vacation Rentals by Franchisee or its Affiliates, employees, sub-contractors or agents, including without limitation, personal injury, wrongful death, negligence or property loss claims, by rental guests, or their estates; and

(j) the development, construction, ownership, marketing, sale or operation of the Dwellings by Franchisee or its Affiliates, employees, sub-contractors or agents, including without limitation, personal injury, wrongful death, negligence or property loss claims, by residents or guests of the Dwellings, or their estates."

6.10 ~~6.8~~ The following shall be added as Section 10.05(c) of the Agreement:

"10.05(c) During the Term, Franchisee will procure and maintain insurance with the coverages, deductibles, limits, carrier ratings, and policy obligations required by the Compass Standards. Such insurance may include All Risk property damage insurance for the FF&E in the Dwellings and professional liability insurance with a minimum of \$10,000,000 per occurrence."

6.11 ~~6.9~~ The following Section shall be added as Section 12.02(c) of the Agreement:

"**12.02(c) Transfer to HOA.** Notwithstanding anything to the contrary contained in this Article XII, Franchisee and its permitted assignees shall have the right, without the consent of Franchisor, to assign, in whole or in part, their respective rights hereunder to one or more HOAs or Membership Clubs; provided, however, that ~~the HOA~~ all Governing Documents comply with Section 4.1 ~~of the Dwelling Rider~~ herein, and

Franchisee or such permitted assignee shall remain liable for the payment of Royalties hereunder.

6.12 ~~6.10~~ The following provision shall be added to the end of Section 16.01:

“The De-Branding Actions shall not apply to any use of the Compass Intellectual Property in connection with sold Dwellings that would require consent from a third-party owner and/or a homeowners’ association to change, provided that any such continued use shall remain subject to the terms of this Agreement.”

6.13 The definition of “Guest Profile Data” shall be deemed to include all profile data related to any prospective purchaser, purchaser, resident, and renter.

7. Effect.

7.1 The terms of this Rider are expressly made subject to and are governed by the Agreement. Except as specifically set forth in this Rider, the ~~Franchise~~ Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Rider, this Rider shall control.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties have executed this Rider as of the day and year first above written.

COMPASS MARGARITAVILLE, LLC

By: _____

Name: John Cohan

Title: Chief Executive Officer

[COMPANY]

By: _____

Name:

Title:

EXHIBIT A

Governing Documents – Required Provisions

All provisions listed below (“Required Provisions”) shall be included in each declaration or other Governing Document that is recorded in the applicable real estate public records where the subject property is located, part of creating a Community or Association, and/or relates to managing and governing Compass-branded residential units (each, a “Declaration”).

At the time Franchisee sends a Declaration to Franchisor for review and approval, Franchisee shall clearly identify in both a cover letter and a redlined version of a Microsoft Word document of the Declaration the section(s) in which each of the following items is included in the Declaration.

1. Definitions. The following terms whenever used in these Required Provisions shall have the meaning set forth in this Section.¹

- A. “Architectural Review Board” or “ARB” means the architectural review board, architectural control committee or design review committee established by the Association to review and approve or disapprove proposed improvements and architectural elements of same (including for homes, lots and/or other structures) and modifications, alterations and construction of same, among other similar changes within the Project, as more particularly set forth in the Declaration.
- B. “Association” means the homeowners association, property owners association, community association or other similar entity established under applicable law that is responsible for, among other matters set forth in the Declaration, managing, maintaining and enforcing rules for shared property and common areas, and for levying and collecting assessments and fees from homeowners.
- C. “Board of Directors” means the elected or appointed governing body responsible for the governance and administration of the Association, selected as provided in the Articles of Incorporation or Bylaws of the Association, including the Franchisor Director, if applicable.
- D. “Community” means the subject community that is branded with the Compass Intellectual Property.
- E. “Community Manager” means the individual(s) or management company engaged by the Association (if applicable) to exercise responsibility for day-to-day operations of the Project, including administration, communication, implementation of the Association’s policies, and assisting the Board of Directors.
- F. “Declarant” means Franchisee, as the developer that formed the Project and Association, and recorded the Declaration.
- G. “Estoppel” means an estoppel certificate, estoppel letter or written statement issued by the Association or Community Manager in connection with the sale of a

¹ NTD: The definitions used in each Declaration should be modified, as necessary, to conform with local law requirements and the specific terms already defined in the Declaration.

Dwelling.

- H. **“Lifestyle Programming”** shall mean the Lifestyle Programing and Support Services as defined in **Appendix 2 hereto.**
- I. **“Management Agreement”** means a contract between the Association and the Community Manager that details what services the Community Manager will provide for the Project, the authority of the Community Manager, and how the Community Manager will be compensated.
- J. **“Franchisor”** means Compass Margaritaville, LLC, a Delaware limited liability company.
- K. **“Franchisor Artwork”** means all depictions of the Compass Intellectual Property incorporated in designs, logos or any other creative rendering in any and all media now known or hereafter devised.
- L. **“Franchisor Community Representative”** A representative appointed by Franchisor to manage the relationship between the Project and the Franchisor brand.
- M. **Franchisor Director”** means the member of the Board of Directors selected by Franchisor, as contemplated in Section 6.D. of these Required Provisions.
- N. **“Compass Enterprises IP Rights”** means, individually or collectively, the Franchisor Artwork, the Sub-Licensed Trade Dress, the Sub-Licensed Marks and the Concept.
- O. **“Compass Intellectual Property”** means the Compass Enterprises IP Rights and/or the Buffet IP Rights.
- P. **“Franchisor Standards”** means the standards of Franchisor for the design, management, sales and operation of the Project and the goodwill and integrity of the Compass Intellectual Property, as such standards are on file with the Declarant and/or Association and may be revised by Franchisor from time to time.
- Q. **“Sub-Licensed Marks”** means the registered and unregistered trademarks and service marks owned, licensed or held by Franchisor, including logos, designs, emblems, stylized lettering and other indicia of source, and all applications for registration therefor.
- R. **“Sub-Licensed Trade Dress”** means the combination of elements of physical appearance (other than the Sub-Licensed Marks) which, taken together, identify the Project as a “Franchisor”- branded property, which combination of elements would give rise to a commercially reasonable likelihood of confusion by the public as to whether the property is sub-licensed by, affiliated with, or operated by, Franchisor, including, without limitation, the following words and images taken in their totality:
- i. words or phrases that include lyrics in songs Jimmy Buffett wrote or performed, when used in a way so as to evoke Jimmy Buffett or the

Franchisor brand;

- ii. words that are evocative of Jimmy Buffett, Franchisor, or any of their affiliates, including, without limitation, “cheeseburger in paradise,” “fins,” “jolly,” “latitude,” “longitude,” “paradise,” “parrot,” “shark,” “telegraph” and “wasted away”, when used in a way so as to evoke Jimmy Buffett or the Franchisor brand;
- iii. images, in any form and media, which are evocative of Jimmy Buffett, Franchisor, or any of their affiliates, including, without limitation, blenders, cheeseburgers, fins, flip-flops, hammocks, latitude/longitude maps, salt shakers, tequila bottles, margarita glasses, manatees, parrots, parakeets and seaplanes, when used in a way so as to evoke Jimmy Buffett or the Franchisor brand.

2. Franchisor has no responsibility or liability for construction or development activities in the Project. Franchisor is involved in the Project only as a licensor or Franchisor, with certain enforcement rights to protect the Compass Intellectual Property and to enforce the Franchisor Standards, regarding which the Project, the Association and the Owners have a duty to comply.

3. The following limitations, restrictions, rules and prohibitions are imposed on use of the Compass Intellectual Property:

- A. Unless Franchisor agrees otherwise in writing, only Franchisee and preferred partners of Franchisee that have been approved in writing by Franchisor, in its sole and absolute discretion, have a license to use the Compass Intellectual Property for the marketing, promotion and sale and rental of homes in the Project.
- B. The Association has restricted permission to use the Compass Intellectual Property only regarding operating and governing the Project, but not for the marketing, promotion, sale or rental of homes.
- C. Except as expressly set forth in this Section 3.C. of these Required Provisions or as otherwise approved in writing by Franchisor, in Franchisor’s sole and absolute discretion, neither Owners nor any Owner’s Broker (including real estate sales, rental agents or rental management companies) have any license or right to use the Compass Intellectual Property and any unauthorized use of the Compass Intellectual Property by an Owner or an Owner’s Broker shall subject the Owner and/or Broker(s) to liability for trademark and/or copyright infringement, subject only to following limited exceptions connected with selling or renting an Owner's home:

(i) An Owner and an Owner’s Broker(s) may refer to the name of the Project and refer to any street name that may include an element of the Compass Intellectual Property in the Owner's address. However, that can only be done in non-stylized type and without any associated logos or color.

(ii) An Owner and an Owner’s Broker(s) may use: (X) images intended to show the home itself which do not focus on Compass Intellectual Property; and (Y) to the extent not avoidable in a commercially reasonable manner, any incidental inclusion of signage or other elements of Compass Intellectual

Property.

(iii) An Owner and an Owner's Broker(s) may use images of the Project entrance, Common Areas and amenities, but only if such images have been previously approved in writing by the Franchisee, as Declarant may make available to Owners from time to time.

Without limiting the foregoing, any other uses of any Compass Intellectual Property by Owners and their Broker(s) in the sale or rental of any homes or for any other commercial purpose are strictly prohibited. These prohibitions include, without limitation: (i) no use of music or reference to lyrics that are evocative of Franchisor or Jimmy Buffett; and (ii) any other references that falsely suggest any endorsement, affiliation or other connection with Jimmy Buffett or the Franchisor brand.

4. The following provisions apply with respect to enforcement of the Franchisor Standards:

- A. Franchisor and the Association each have a right to enforce Franchisor Standards. Franchisor may enforce the Franchisor Standards as determined in its sole discretion and without any obligation to do so, during the Term and after turnover of the Association to the Owners.
- B. The Association is required to cooperate with Franchisor's efforts to protect the Compass Intellectual Property. The Association will use continuous efforts to ensure compliance with the limitations, restrictions, rules and prohibitions imposed on the use the Compass Intellectual Property.
- C. If required by Franchisor, the Association, at the Association's sole expense (but which may be recouped through assessments, fees or other action against the violating Owner and/or Broker), SHALL take the following actions after appropriate notice to the violating Owner and/or Broker:
- (i) Require the Owner or Broker to immediately cease the unauthorized or improper use of the Compass Intellectual Property.
 - (ii) Remove any unauthorized displays, signage, or other materials containing Compass Intellectual Property, at the Owner's expense.
 - (iii) Seek injunctive relief to immediately stop the violations.
 - (iv) Impose commercially reasonable monetary fines, which shall accrue interest at a rate of the lesser of 12% or the maximum interest rate chargeable under applicable law for continued violations. This right to monetary fines has no impact on the right to obtain an injunction and shall be disregarded by any court or arbitration panel in determining whether to grant an injunction.
 - (v) Suspend the violating Owner's voting rights to the extent allowed under applicable law.
 - (vi) Suspend the violating Owner's right to use amenities serving the Project

to the extent allowed under applicable law.

(vii) Levy assessments to cover costs incurred to remedy the violations, including but not limited to legal costs and attorneys' fees.

5. Franchisor shall have the following inspection rights to ensure compliance with Franchisor Standards:

A. Upon commercially reasonable prior written notice and during normal business hours, the Association, Community Manager and all Owners grant Franchisor and Franchisor's employees, agents and contractors, a license and right to:

(i) Inspect all Common Areas.

(ii) Interview management and staff employed at the Project or similar people employed by vendors hired by the Association, Community Manager or otherwise to provide goods or services to the Project, provided such interviews do not materially interfere with the performance of their respective duties and responsibilities.

(iii) Inspect the Association's and Community Manager's records relevant to the Project.

6. The following rights, restrictions and requirements shall apply with respect to the management of the Project and architectural review:

A. The Project shall be managed in accordance with the Franchisor Standards, as established by Franchisor from time to time.

B. Franchisor shall have approval rights over the individual(s) or company who will serve as the Community Manager and of those aspects of the Management Agreement involving the Compass Intellectual Property and/or Franchisor Standards. If required by Franchisor, the Association will select a Community Manager from a list of potential managers provided by Franchisor. The Community Manager must be properly trained to manage the Project and the use, restrictions and rights regarding the Compass Intellectual Property, Franchisor Standards and Franchisor brand.

C. At such time as management responsibilities for the Project are transferred from the Declarant to the Association or from the Association to any Community Manager, then a transition period will be required for such transfer of management responsibilities, as determined by Franchisor, during which time the then current property management company will continue to operate alongside the Association and/or new Community Manager to ensure operational continuity and minimize the risk of disruption.

D. Franchisor will have the right to select one member of the Board of Directors, who may or may not be a resident of the Project. All individuals involved in managing the Project and all elected or appointed directors of the Board of Directors shall attend a brand acclimation session prior to commencing their roles in the management of the Project, as required by Franchisor, to familiarize such individuals with the

Franchisor brand and provide the knowledge and tools needed to manage the Project in alignment with the Franchisor Standards.

- E. Declarant, Association and/or Community Manager shall include roles as reasonably requested by Franchisor.
- F. Declarant, Association and Community Manager shall work together in good faith with Franchisor to implement any requirements of Franchisor relating to these Required Provisions.
- G. Franchisor shall have the right to review and approve vendors supplying materials and/or services to the Project to ensure adherence to the Franchisor Standards.
- H. Franchisor shall have the right to approve and directly (or indirectly through requiring the Association to) enforce matters that affect architectural or layout requirements to ensure compliance with Franchisor Standards.
- I. The Project shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any home, except that an Owner residing in a home may conduct business activities ancillary to their primary residential use, so long as the business activity, as determined in the Association's discretion:

(i) is not apparent or detectable by sight, sound or smell from outside the home;

(ii) complies with applicable zoning and other legal requirements and other requirements of this Declaration;

(iii) does not involve regular visitation of the home by clients, customers, suppliers, other business invitees or door-to-door solicitation within the Project; and

(iv) is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other homes by the Owner thereof or the security or safety of others within the Project.

“Business” shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration. Leasing of a single home by the Owner for residential occupancy shall not be considered a “business.”

- J. No home may be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Association and Declarant, which either may withhold in their sole discretion.

- K. The ARB is responsible for causing all proposed modifications to comply with the original master plan approved by Franchisor. Should any Owner propose changes

that fall outside the parameters of the original master plan, such deviations shall be submitted by the ARB to Franchisor for review and approval prior to any work commencing.

(i) Master plan home attributes include:

(a) paint quality and color palette;

(b) architectural design stylization;

(c) permanent signage;

(d) landscaping elements;

(e) lighting; and

(f) finish materials.

L. The ARB shall comply with Franchisor Standards, as may be adopted or revised by Franchisor from time-to-time.

M. Franchisor and the ARB further agree and acknowledge that:

(i) There shall be no changes to the architectural guidelines without Franchisor's written consent;

(ii) ARB reviewers shall ensure compliance with Franchisor's architectural guidelines. In reviewing each submission, the reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations;

(iii) The reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures. As part of any approval, the reviewer may require that construction and landscaping in accordance with approved plans commence and be completed within a specified time period;

(iv) Declarant or the ARB, by resolution, may exempt certain activities from the application and approval requirements described herein, provided such activities are undertaken in strict compliance with the requirements of such resolution;

(v) Franchisor has final approval rights over the appearance of the sales center and the amenity center, in order to ensure quality and conformity with the Compass Intellectual Property and the Franchisor brand; and

(vi) The ARB shall consider the atmospheric elements of the Franchisor brand, which includes lighting, audio-visual systems and overall ambiance that support Franchisor's escapist, tropical vibe.

N. Franchisor has the right to visit and audit any home or lot and its ARB at any time. This authority is exercised specifically to verify compliance with the requirements and guidelines set forth in the Franchisor Standards. During an audit, Franchisor and its representatives may:

(i) review ARB records, decisions and enforcement actions;

(ii) inspect community amenities, common areas and individual homes or lots as necessary; and

(iii) assess compliance with healthy, safety and sanitation protocols.

O. All food and beverage outlets in the Project shall adhere to the original master plan for the Project. Any proposed changes, additions, or modifications, including introducing new outlets or third-party businesses, require prior written approval from Franchisor. In addition:

(i) All third-party outlets require brand approval for the initial concept, menu, design and ongoing operations.

(ii) Any material changes to food and beverage operations, including but not limited to hours, menu, design, uniforms, furniture, fixtures, equipment, operating supplies and equipment, food presentation, service protocols, entertainment, or pricing, shall be submitted for review and receive written approval from Licensor before implementation.

P. The following shall apply to Franchisor Community Representative:

(i) The Franchisor Community Representative shall serve as the primary point of contact, responsible for maintaining open communication and streamlining collaboration with various departments within Franchisor.

(ii) The Franchisor Community Representative shall also work directly with the Association, Community Manager and the Board of Directors, helping to coordinate initiatives, facilitate necessary approvals, and foster a strong partnership between the Franchisor brand and the Project.

7. All residential leases shall include the following provisions and requirements; provided, however, that same shall not apply to Franchisor or the Declarant:

A. All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased home are bound by and obligated to comply with the Declaration and all rules and regulations of the Association and that the tenant has received and read a copy of the Declaration and all rules and regulations of the Association.

- B. No Owner or group of Owners who are affiliates are permitted, on their own behalf or through any agent, to engage in leasing activity regarding multiple homes in the Project as part of any plan, unless otherwise approved by Franchisor or Declarant. At least ten (10) days prior to commencement of the lease for a home, the Owner shall notify the Association or Community Manager of the lease and provide a copy to the Association or Community Manager and any additional information the Association or Community Manager may commercially reasonably require.
- C. The Association (either by itself or through the Community Manager) shall have the right to enforce the covenants, conditions, and restrictions set forth in the Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively.
- D. Each Owner is prohibited from listing the Owner's home on any short-term vacation rental websites with the intent to lease such home in violation of these Required Provisions.
- E. Timeshares, hostels, hotels and similar arrangements are all prohibited.
- F. Any "stay and play" program which permits potential purchasers to stay in a Dwelling on a short-term basis prior to making a purchasing decision shall be implemented in a manner acceptable in the sole discretion of Franchisor.

8. To protect the Compass Intellectual Property and Franchisor Standards, the following restrictions on Amendments or Supplements to the Declaration and Association Rules and Regulations apply:

- A. Any changes to the Declaration or Association's rules that affect the use, enforcement or any other rights pertaining to the Compass Intellectual Property or Franchisor's rights under the Declaration require the prior written consent and joinder of Franchisor, and any such amendment shall not be effective without a joinder and consent by Licensor and/or Franchisor to the amendment.
- B. All changes shall conform with, and not violate, the Franchisor Standards.
- C. Franchisor's written consent, which may be withheld or granted in Franchisor's sole discretion, is required to either add or remove any land from Community.

9. All Lifestyle Programming at the Project is subject to the following rights and restrictions:

- A. For as long as the Project is using the Compass Intellectual Property, the Association is required to contract with Franchisor for provision of Lifestyle Programming (special entertainment).
- B. Franchisor shall have the right to approve or disapprove in writing each use of the Compass Intellectual Property for various entertainment programming at the Project.

10. The following shall apply with respect to any Franchisor-branded merchandise and other related retail sales:

- A. All development efforts for Franchisor-branded products shall be initiated through Franchisor. Therefore, no product development, design, or sourcing may begin without prior evaluation and written approval from Franchisor.
- B. Franchisor shall assess product concepts for brand alignment, quality, and market fit before authorizing any next steps. Only an approved network of vendors, vetted and authorized by Franchisor has the right to produce branded merchandise.
- C. The Association shall ensure all vendors adhere to Franchisor brand's quality, safety, and brand presentation standards at all stages of production.
- D. The Project shall purchase merchandise directly from the approved vendor network; direct sourcing from unapproved vendors is prohibited.
- E. All merchandise shall meet applicable legal, safety, and quality standards, and must be consistent with the Franchisor's reputation for excellence.
- F. Violations of this section may result in:
 - (i) immediate removal of non-compliant merchandise;
 - (ii) loss of privilege to sell or distribute Franchisor-branded goods; and
 - (iii) legal action for unauthorized use of Compass Intellectual Property.

11. Payments shall be made with respect to operation of the Project as a Compass Community according to Appendix 1 hereto.

12. The following requirements apply upon expiration or earlier termination of the Project's rights to use the Compass Intellectual Property:

- A. Franchisor has the right to remove at the Association's cost all Compass Intellectual Property.
- B. If the Declarant or Association, for any reason, ceases to have the right to use the Compass Intellectual Property, then Declarant or the Association, and all Owners shall immediately cease using the Compass Intellectual Property, unless Declarant or the Association enters into a new agreement with Franchisor upon terms and conditions acceptable to Franchisor in its sole discretion, except the Compass Intellectual Property may continue to be used only in connection with:
 - (i) directional street signs in connection with the Project; and
 - (ii) community entrance and other signage using the Compass Intellectual Property.
- C. Declarant and the Association shall, as soon as commercially reasonable:
 - (i) stop holding the Project out to the Owners and the public as a Franchisor-branded community; and

(ii) take such actions as required to prevent a commercially reasonable likelihood of confusion as to whether the Project is a Franchisor-branded Community, including without limitation:

(A) removing all interior and exterior Compass Intellectual Property signage;

(B) changing any staff uniforms to remove all Compass Intellectual Property;

(C) discontinuing the use or display of Compass Intellectual Property, including all usage of such in connection with the advertisement and promotion of the Project and on any website or other online service, including social media websites; and

(D) Franchisor has the right to remove the Intellectual Property at the Association's cost and, in Franchisor's sole discretion, the Association must take such other reasonable actions to clearly reflect that the Project is no longer associated with Franchisor.

Appendix 1 to Exhibit A

- A. Each Owner shall pay a monthly Lifestyle Programming Fee, as described in Appendix 2 hereof. At the time this Declaration is recorded, such Lifestyle Programming Fee equals \$30 per Dwelling per month (which amount may be periodically increased as set forth in Appendix 2). The Lifestyle Programming Fee will be collected by the Association and remitted to Franchisor monthly.
- B. If permitted by Applicable Law, each Owner will pay upon the sale of a Dwelling an amount equal to 1% of the purchase price paid for the Dwelling, as shown on the settlement statement executed in connection with such sale (“**Re-Sale Franchisor Contribution**”). A copy of each Estoppel issued for the sale of a Dwelling shall be simultaneously delivered by the Association or Community Manager to Franchisor.
- C. For each lease or other occupancy agreement entered into for the lease or occupancy of a Dwelling, Declarant’s collection of a rental royalty equal to 5% of Gross Rental Revenue (“**Rental Royalty**”) will be payable to Franchisor within thirty (30) days after each calendar month of the lease term or occupancy term.

For purposes of this Appendix 1, “**Gross Rental Revenue**” shall mean, for each calendar month following the initial rental or occupancy of a Dwelling, all revenue generated by Declarant or such Owner from the rental or occupancy of Dwellings.

Appendix 2 to Exhibit A

Lifestyle Programming and Support Services and Fees

Compass shall provide the following services to the Association, which shall collectively be referred to as the “Lifestyle Programing and Support Services” :

A. Brand Standards, Oversight & Consulting

- 1) Oversee all Compass Brand Standards at the property.
- 2) Aid developers/HOA in supervising the property management company to ensure brand standards are maintained during day-to-day operations.
- 3) Aid with the creation and oversight of all social media platforms. Both for the developer and for the residents on an ongoing basis.
- 4) Create and oversee all programming opportunities for residents for delivery by the property management company. This may include programming that creates income which will be available for future activities.
- 5) Delivery of periodic brand training for all employees of the developer and the property manager. This includes participation in the hiring and training of all Senior Managers.
- 6) Provide a liaison between property leaders and Compass. (Compass will hire and cover the cost of compensation.)

B. Food & Beverage

- 1) Implement and oversee all Brand Standards specific to Compass.
- 2) Inclusion in international buying opportunities for both food and beverage.
- 3) Oversee ongoing specific training for all Franchisee employees.
- 4) Oversee menu creation, consultation, communication, and surveying.
- 5) Ongoing advice on cost control, budgeting, and operational efficiencies.
- 6) Ongoing advice for preventative maintenance.

C. Lifestyle

- 1) Introduce and provide oversight on programming. We will provide a mix of proven events and collaborate with developer/property managers to blend in location specific opportunities.
- 2) Develop merchandise that is property specific for resale and giveaways. (In collaboration with the developers, HOA and residents.)
- 3) Create and oversee the “Compass Passport Program” with local merchants giving discounted opportunities to residents.
- 4) All residents will qualify for membership in a “Latitude Club”, currently in development.
- 5) Live Talent Acquisition: Work alongside local managers to audition talent with the goal of creating a brand approved list. These approved entertainers will be “on-brand” and promote the Compass vibe. (Auditions will occur annually on site and led by the Compass VP of Entertainment and Atmosphere.)
- 6) Streaming Audio, Video and Classic content will be organized and managed by the brand with offerings monthly.

D. Fitness

- 1) Aid in the creation and oversight in fitness programming and events.
 - a. Compass 5k run and walk (annual)
 - b. Contests for residents at all fitness levels emphasize participation and progress. (Monthly)
 - c. Specific challenges for novices to get comfortable in the fitness center and aid in goal setting. (Monthly)
- 2) Creation and ongoing oversight for a spirit of wellness through fitness and community participation.
- 3) Aid in hiring and training professional instructors.

E. Major Branded Events

- 1) Participation in the Brand’s concert series, “Live Life Like a Song”. An all-day event produced and provided by Compass. (Biannual) An example of this is:
 - a. Live Concert
 - b. Jimmy Buffett style, golf cart tailgate party

- c. Stilt walkers
 - d. “Day of” event merchandise
 - e. “Tent City” with branded prizes for best design.
- 2) Participation in Jimmy Buffett Day of Service. (Annual)

F. New Project Development (some examples)

- 1) Compass Retail Store
- 2) Joe Merchant Coffee Shop
- 3) Compass Wellness
- 4) Compass Travel Club

G. Fees

- 1) The initial fee per Dwelling per month shall be \$30.
- 2) The initial fee shall be increased annually by averaging the cost of living indexes that commercially reasonably apply to the services provided, which are anticipated to be provided from several locations.

H. Schedule for Lifestyle Programming and Support Services based on Unit Closings (cumulative)

<u>Units Closed</u>	<u>Programming Milestones</u>
<u>Pre-Closing</u>	<ul style="list-style-type: none"> • <u>Brand training for lifestyle manager employed by the Property Management Company</u>
<u>1 – 500</u>	<ul style="list-style-type: none"> • <u>Layered lifestyle programming based on the number of residents.</u> • <u>Weekly communication with MV Brand Manager for collaboration.</u>
<u>501 – 1,200</u>	<ul style="list-style-type: none"> • <u>Monthly site visits by MV Brand Manager(s)</u> • <u>Start building Resident Club Program based on interest (see partial list)</u> • <u>Start building Passport Partners (see generic list)</u>
<u>1,201+</u>	<ul style="list-style-type: none"> • <u>MV on-site lifestyle manager starts</u> • <u>Start Bi-annual Concert Series “Live Life Like a Song”</u>
<u>Resident Club Program-Partial List</u>	<ul style="list-style-type: none"> • <u>Book, Bridge, Poker, Card, Dance, Dominoes, Cars, Fins ball, Birding, Mah Jong, Men’s, Women’s, Bible Study, Singles, Photography, Pickleball, Pink Warriors,</u>

	<u>Tennis, Ukulele</u>
<u>Passport Partners-Partial List</u>	<ul style="list-style-type: none">• <u>Golf Carts, Storage, Aquatic Spas, Restaurants and Bars, Doctors & Health Services, Cars, Furniture, Hotels, Pickleball Central, Pet Care.</u>

EXHIBIT C-4 TO THE DISCLOSURE DOCUMENT

FORM OF MANAGEMENT RIDER

Management Rider to the Compass Hotel

Franchise Agreement

THIS MANAGEMENT RIDER TO THE COMPASS HOTEL FRANCHISE AGREEMENT (“Rider”) is made and entered into by and between Compass Margaritaville, LLC , a Delaware limited liability company (“**Franchisor**”), _____, a _____ (“**Franchisee**”) and _____, a _____ (“**Manager**”) as a rider to the Franchise Agreement dated _____ between Franchisor and Franchisee (the “**Franchise Agreement**”) as of _____.

WHEREAS, pursuant to the Franchise Agreement, Franchisor has authorized Franchisee to operate the Hotel as a Compass Hotel at the Site;

WHEREAS, Franchisee and Manager have entered into a Management Agreement with Franchisee dated _____ (the “**Management Agreement**”) under which Manager will operate the Hotel in accordance with the terms and conditions of the Franchise Agreement; and

WHEREAS, Franchisor is willing to consent to the Manager operating the Hotel on the terms and conditions set forth herein and in the Franchise Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Terms.** Capitalized terms in this Rider have the meaning set forth in the Franchise Agreement unless otherwise stated herein.
2. **Consent.** Franchisor hereby consents to Manager operating the Hotel, subject to and made in reliance upon the following terms, conditions, representations and warranties:
 - a. Manager acknowledges and ratifies the terms and conditions of the Franchise Agreement and agrees to fully observe and be bound by all terms, conditions and restrictions regarding the management and operation of the Hotel set forth in the Franchise Agreement for as long as Manager operates the Hotel, as if and as though Manager had executed the Franchise Agreement as “**Franchisee**,” including, without limitation, compliance with the Hotel Standards, the Technology Standards, and all terms and conditions of Articles III, IV, and V of the Franchise Agreement (other than Section 4.03(a)). Manager further agrees to be bound by the confidentiality and other covenants set forth in Articles IX and XI of the Franchise Agreement (including all remedies available to Franchisor under the Franchise Agreement for breach thereof) during and subsequent to its tenure as manager of the Hotel.
 - b. Notwithstanding Section 2.(a) of this Rider, nothing in this Rider constitutes an agreement of Manager to pay or assume any financial obligation of Franchisee to Franchisor or to any third party, including any obligation of Franchisee to pay Royalties or Marketing Fees pursuant to Article VI of the Franchise Agreement, or any liquidated damages pursuant to Article XV or Section 16.05 of the Franchise Agreement.
 - c. Manager represents and warrants to Franchisor and Franchisee that Manager is not a Brand Owner as defined in the Franchise Agreement. Manager agrees that Franchisor

may enforce directly against Manager those terms and conditions of the Franchise Agreement to which Manager has hereby agreed to be bound. Franchisee acknowledges and agrees that any act or omission of Manager relating directly or indirectly to the Hotel will be deemed and considered the act or omission of Franchisee for purposes of Franchisor's rights and remedies under the Franchise Agreement, including, without limitation, Franchisee's indemnification and defense obligations under Article X of the Franchise Agreement, any other agreement, or applicable law; Franchisor's remedies under Article XIV, and the dispute resolution provisions under XV, including without limitation the arbitration provisions; and the general obligations and provisions of Article XIX of the Franchise Agreement.

- d. Manager represents and warrants that it has received, read, and understands the Hotel Standards and acknowledges that Franchisor may impose penalties on Manager for failure to comply with the Hotel Standards.
3. **Construction.** Articles X, XV, and XIX, titles as “**Indemnification,**” “**Dispute Resolution,**” and “**General,**” respectively, are incorporated by reference in this Rider and will govern all aspects of Franchisor's and Manager's relationship and this Rider as if fully restated within the text of this Rider, with all references to “Franchisee” interpreted as references to Manager.

IN WITNESS WHEREOF, the Parties have executed this Rider as of the day and year first above written.

MANAGER:

COMPASS MARGARITAVILLE, LLC,
a Delaware limited liability company

a(n)_____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

EXHIBIT C-5 TO THE DISCLOSURE DOCUMENT

FORM CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

A. Identification of the Parties

This Confidentiality and Nondisclosure Agreement (this “**Agreement**”), dated as of _____, 20__, is entered into by and between Margaritaville Enterprises, LLC, a Delaware limited liability company, its subsidiaries, affiliates, successors and assigns, including without limitation, Margaritaville Hotels & Resorts, LLC, Compass Margaritaville, LLC and Margaritaville RV Resorts, LLC (“**Margaritaville**”), and _____, a _____, its subsidiaries, affiliates, successors and assigns (“**Company**”). Margaritaville and Company may individually be referred to as a “**Party**” or collectively as the “**Parties**”.

B. Background Statement

Margaritaville and Company are entering into discussions concerning a possible transaction (the “**Potential Transaction**”). As part of the Parties’ discussions regarding the Potential Transaction, it has been necessary and may continue to be necessary for a Party to disclose to another Party, or provide another Party with access to, certain proprietary and/or confidential business information.

The Party disclosing or providing access to certain proprietary and/or confidential business information (which may be Margaritaville or Company) shall hereinafter be referred to as the “**Disclosing Party**”.

The Party being provided access to or receiving such proprietary and/or confidential business information (which may be Margaritaville or Company) shall be referred to hereinafter as the “**Receiving Party**”.

In consideration of the mutual covenants and agreements herein contained, the Parties desire to enter into this Agreement and for it to govern the access, disclosure and use of Confidential Information, as subsequently defined herein.

C. Specific Provisions

1. Non-disclosure of Confidential Information. Confidential Information shall be kept confidential by Receiving Party. Confidential Information may, however, be disclosed by Receiving Party:

- (a) with Disclosing Party’s written consent;
- (b) as required by applicable law, rule, regulation, subpoena, deposition, interrogatory, request for production, civil investigative demand, governmental, administrative or regulatory authority or process, judicial process or other similar process (each, a “**Compelled Disclosure**”), provided, however, to the extent permitted by law and such Compelled Disclosure and prior to responding to any such request, the Party subject to such Compelled Disclosure shall: (i) promptly notify the other Party of the existence and circumstances surrounding such requirement; (ii) consult with the other Party with respect to responding to such requirement; and (iii) take commercially reasonable steps to ensure that the Confidential Information is accorded confidential status if disclosure is ultimately required; and

- (c) to its directors, officers, agents, advisors, affiliates, employees and financing sources (collectively, “**Representatives**”) but only if such Representatives:
 - (i) need to know the Confidential Information in connection with the Potential Transaction; and
 - (ii) such Representatives are informed by Receiving Party of the confidential nature of the Confidential Information and such Representatives agree to be bound by the terms and conditions of this Agreement.

2. Conditions of Disclosure. Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement, and shall reasonably safeguard the Confidential Information from unauthorized disclosure or use. Receiving Party shall use the Confidential Information solely in connection with the Potential Transaction. For purposes of this Agreement, “person” shall be broadly interpreted to include any corporation, company, partnership, individual or governmental authority. Notwithstanding the disclosure of the Confidential Information to the Representatives, Receiving Party shall remain liable for any breach of this Agreement by such Representatives.

3. Confidentiality and Non-Solicitation. The Parties agree to keep the Potential Transaction confidential. As such, neither Party’s Representatives shall, during the term of this Agreement, initiate contact with any employees of the other Party regarding the Potential Transaction without the prior written consent of such Party. Contact between the Parties shall be limited strictly to those principals that are signatories to this Agreement and/or other designated senior officials appointed in writing by the Parties. Each Party agrees that it shall not, during the term of this Agreement, initiate contact with another Party’s employees in order to solicit, entice or induce another Party’s employee to terminate an employment relationship with its current employer and accept employment with the non- employer Party, provided that the restrictions in this paragraph 3 shall not apply to: (i) the placing of any general non targeted advertisement for the purposes of recruitment; (ii) hiring or solicitations for employment of any such person who has not been employed by the other party for a three-month period prior to commencement of employment discussions with such person, or (iii) hiring any such person who contacts the other party on an unsolicited basis.

4. Definition of “Confidential Information”. As used in this Agreement, “Confidential Information” means all information that is furnished to Receiving Party or its Representatives by Disclosing Party in connection with the Potential Transaction. Any information furnished to Receiving Party or its Representatives by a director, officer, employee, stockholder, partner, co-venturer, consultant, agent, or representative of Disclosing Party shall be deemed furnished by Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following does not constitute Confidential Information for purposes of this Agreement:

- (a) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives in violation of this Agreement;
- (b) information that was already known to Receiving Party or its Representatives prior to being furnished to Receiving Party by Disclosing Party;
- (c) information that is or becomes available to Receiving Party from a source other than Disclosing Party or a representative of Disclosing Party if such source, to Receiving Party’s knowledge, is neither subject to any prohibition against

transmitting the information to Receiving Party nor bound by a confidentiality agreement with Disclosing Party; and

- (d) information that is independently developed by Receiving Party or its Representatives without use of or reference to Confidential Information.

5. No Duty to Label. It is not necessary for Disclosing Party to mark, label or otherwise identify disclosed information as “Confidential Information,” but the labeling of any such information or its identification as such in any oral conversation shall be, unless the information is covered by one of the exclusions herein, conclusive evidence that it is Confidential Information within the meaning of this Agreement.

6. Return of Information. As between the Parties hereto, Confidential Information furnished by Disclosing Party hereunder shall remain the property of Disclosing Party. Written Confidential Information, and any copies thereof, must be returned to Disclosing Party or destroyed promptly upon its request, and no copies shall be retained by Receiving Party or its Representatives, except as otherwise provided herein. Any Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents prepared by or for Receiving Party or its Representatives, oral and written Confidential Information not so requested to be returned, shall be destroyed. Notwithstanding the foregoing, subject to the terms of this Agreement, Receiving Party may retain one archival copy of the Confidential Information for its files, together with such communications and other records relating to the Potential Transaction as Receiving Party is required to retain for legal, compliance and regulatory purposes or any internal compliance policy or procedure relating to the safeguarding or backup storage of data.

7. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. Term. Following execution of this Agreement by the Parties, the term of this Agreement shall commence with the date first above written and shall terminate on the date that is three (3) years thereafter, provided that any Confidential Information that constitutes a trade secret under applicable law shall remain subject to this Agreement for so long as such information remains a trade secret.

9. No Obligation. The Parties hereto understand and agree that, unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a transaction among the Parties shall be deemed to exist among the Parties, and no Party shall be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein.

10. No Exclusivity. This Agreement neither obligates a Party to deal exclusively with another Party nor prevents a Party or any of its affiliates from competing with another Party or any of its affiliates.

11. Scope of Disclosures. Disclosing Party is not making any representation or warranty hereunder as to the accuracy, validity or completeness of Confidential Information and Disclosing Party shall not be liable hereunder to Receiving Party as a result of Receiving Party’s use of Confidential Information. Notwithstanding anything to the contrary contained hereinabove, neither Party has a duty to disclose to the other Party any information a Party deems unnecessary. All disclosures to Receiving Party

are in the sole discretion of Disclosing Party and there is no obligation to continue discussions or negotiations with respect to any potential agreement between the Parties.

12. No Assignment: Successors. Neither Party may assign all or any part of this Agreement without the other Party's prior written consent. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

13. Notices. All notices provided by a Party to another Party to this Agreement shall be in writing. They shall be delivered using: (i) email, and (ii) nationally recognized overnight delivery service or certified mail, to the following addresses:

Regarding Notices to Margaritaville:

Margaritaville Enterprises, LLC
256 Worth Avenue, Suite Q-R
Palm Beach, FL 33480
Attn: John Cohlan, CEO
Email: jcohlan@margaritaville.com

With a copy to:

Margaritaville Enterprises, LLC
3715 Northside Pkwy., Ste. 4-475
Atlanta, GA 30327
Attn: Kristen Fancher, CLO
Email: kfancher@margaritaville.com

Regarding Notices to Company:

Attn: _____
Email: _____

14. Dispute Resolution. If there is a disagreement regarding any aspect of this Agreement, Margaritaville and Company agree to resolve it as follows:

- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- (b) Remedies. Because money damages shall not be a sufficient remedy for a breach of this Agreement by Receiving Party or its Representatives, Disclosing Party shall be entitled to specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but shall be in addition to all other remedies available to Disclosing Party at law or in equity.

- (c) Venue. The location of all dispute resolutions procedures shall be in Orlando, Florida, at a specific location to be selected by the single arbitrator or the multiple arbitrators as the case may be.
- (d) Process. All issues shall be resolved by using the then-existing commercial arbitration rules of the American Arbitration Association, except that, regardless of the rules, there shall be three (3) arbitrators unless the Parties agree in writing to use a single arbitrator.
- (e) Awards. All arbitration awards shall be enforceable by any court that has jurisdiction over the Party against whom enforcement is sought. The Parties hereby agree to submit voluntarily to the jurisdiction of state and federal courts in Orlando, Florida that are willing to exercise jurisdiction.

15. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

16. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

17. No Implied Licenses. Nothing in this Agreement shall be construed as granting any rights to Receiving Party, by license or otherwise, to any of Disclosing Party's Confidential Information, except as specifically stated in this Agreement. Receiving Party acknowledges that Disclosing Party has neither made any representations nor given any warranties as to the accuracy or completeness of the Confidential Information for Receiving Party's purposes. Receiving Party agrees that Disclosing Party shall not by virtue of this Agreement have any liability or responsibility for errors or omissions in, or any decisions made by Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

18. No Broker-Dealer or Investment Advisory Services. Margaritaville's Confidential Information is for information purposes only and is not a solicitation of an order to buy or sell securities or other instruments of any entity. Margaritaville's Confidential Information is not intended to provide tax, legal, financial or investment advice. Margaritaville is not vested with authority to participate in any negotiations relating to the placement or sale of securities of any entity other than Margaritaville. No fees or other remuneration paid to Margaritaville or any of its employees by any Party shall relate to commissions for the placement or sale of securities.

19. Counterparts. For the convenience of the Parties, this Agreement may be executed by facsimile or email and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on all Parties.

20. Standard of Conduct. All conduct shall be undertaken on a commercially reasonable basis, unless a different standard is expressly stated in a particular sentence. In addition, the implied covenant of good faith and fair dealing shall be applicable to this entire Agreement.

[Signatures appear on the following page.]

To evidence their acceptance of this Agreement, the Parties' authorized representatives have signed below effective as of the date first specified above.

MARGARITAVILLE:

MARGARITAVILLE ENTERPRISES, LLC

By: _____
Name:
Title:

COMPANY:

By: _____
Name:
Title:

EXHIBIT D TO THE DISCLOSURE DOCUMENT

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EXHIBIT E TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF CALIFORNIA**

The following paragraphs are added to the disclosure document:

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.

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.

Item 3 is amended by adding the following:

Neither the franchisor, any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. 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.).

Post-Termination Noncompetition Covenants. The ~~Franchise Agreement~~[franchise agreement](#) contains a covenant not to compete which extends beyond the termination of the ~~respective agreement. These provisions may not be enforceable~~[franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void](#) under California ~~law~~[Business and Professions Code Section 16600](#).

Applicable Law. The Franchise Agreement requires application of the laws of the State of Delaware with certain exceptions. These provisions may not be enforceable under California law.

Liquidated Damages. The Franchise Agreement contains a liquidated damages clause.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Mediation. The franchise agreement requires mediation. The mediation will occur in Atlanta, Georgia with the costs being borne by the prevailing party. 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 Procedures Section 1281, and the Federal Arbitration

Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Arbitration. You must resolve certain disputes through binding arbitration. The arbitration will occur at Atlanta, Georgia, USA, with the costs of arbitration being borne equally by the parties. The non-prevailing party in any dispute must reimburse the prevailing party of all cost and expenses it incurs, including attorney's fees. 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 provision of a franchise agreement restricting venue to a forum outside the State of California.

Forum Selection Clause. Litigation must occur in the Northern District of Georgia (Atlanta Division) or the Superior Court of Fulton County, Georgia, subject to state law. 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 Procedures Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Interest Rates. The highest interest rate payable under California law is 10% annually.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§310000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the commissioner.

**CALIFORNIA RIDER TO
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT**

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between **COMPASS MARGARITAVILLE, LLC** (“**we,**” “**us,**” “**our**” or the “**Franchisor**”) and _____ (“**you,**” “**your**” or the “**Franchisee**”).

1. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

3. The Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

4. This Rider is effective on the Agreement Date regardless of the actual date of signature.

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:

You:

Compass Margaritaville, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF HAWAII**

THIS ADDENDUM (the “**Addendum**”) amends the Franchise Disclosure Document of **COMPASS MARGARITAVILLE, LLC** for its Compass by Margaritaville Hotels and Resorts Franchise pursuant to the Hawaii Franchise Investment Law.

1. THESE FRANCHISES WILL BE/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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
2. 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 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
3. THIS 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.

The following is added to Items 5 and 21 of the Franchise Disclosure Document:

The State of Hawaii has imposed a deferral condition on us; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

The following is added to Item 17 of the Franchise Disclosure Document:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

**HAWAII RIDER TO
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT**

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between **COMPASS MARGARITAVILLE, LLC** (“we,” “us,” “our” or the “**Franchisor**”) and _____ (“you,” “your” or the “**Franchisee**”).

6. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

7. **Initial Franchise Fee.** The payment of the initial franchise fee is deferred until all of our pre-opening obligations to you are completed and your business has opened.

8. **Effective Date.** This Rider is effective on the Agreement Date regardless of the actual date of signature.

9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:

You:

Compass MARGARITAVILLE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF ILLINOIS**

The following is added to Item 5:

The Illinois Attorney General's Office has imposed a deferral condition on us due to Franchisor's financial condition; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

The following is added to Item 17:

The Illinois Franchise Disclosure Act (the "Act"), Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the state of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois.

The Act prohibits choice of law provisions that would require the application of any laws except the laws of the state of Illinois (Section 41).

You cannot waive any of your rights given to you by the Act (Section 41). You may have other rights under the Act or other laws of the state of Illinois.

To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced, and the terms of the applicable Illinois law shall apply. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

**RIDER TO
COMPASS MARGARITAVILLE
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between **COMPASS MARGARITAVILLE, LLC** (the “**Franchisor**”) and _____ (the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee.** The payment of the initial franchise fee is deferred until all of our pre-opening obligations to you are completed and your business has opened.

3. **Termination.** The following is added to Article XIV of the Agreement:

4. The conditions under which this franchise can be terminated and the Parties’ rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

5. **Entire Agreement.** Section 19.10 of the Agreement is amended by adding the following:

Nothing contained in the Agreement waives any of the Franchisee’s right to rely on the disclosure made by the Franchisor in its Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Act.

6. **Governing Law and Jurisdiction.** Sections 19.06 of the Agreement are amended by adding the following:

All matters coming under the Illinois Act will be governed by the Illinois Act. The Parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Act.

7. **Waiver of Jury Trial.** Section 17.06 of the Agreement is deleted in its entirety.

8. **Enforcement.** Add Section 17.07 to Article XVII of the Agreement to read as follows:

Any condition, stipulation, or provision contained in the Agreement purporting to waive compliance with any provision of the Illinois Act or any other Illinois law is void.

9. Be advised that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. No person may be prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall arbitration of any claim pursuant to the provisions of Title 9 of the United States Code be prevented.

10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Franchisor:

Franchisee:

COMPASS MARGARITAVILLE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF MARYLAND**

THIS ADDENDUM (the “**Addendum**”) amends the Franchise Disclosure Document of **COMPASS MARGARITAVILLE, LLC** for its Compass by Margaritaville Hotels and Resorts Franchise.

The following is added to Item 5:

The Maryland Attorney General’s Office has imposed a deferral condition on us due to Franchisor’s financial condition; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

Sections (c) and (l) of Item 17 are amended by adding the following language:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 is amended by adding the following language after the table:

You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

The following is added at the end of Item 17:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

**MARYLAND RIDER TO
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT**

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between **COMPASS MARGARITAVILLE, LLC** (the “**Franchisor**”) and _____ (the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Initial Franchise Fee.** The payment of the initial franchise fee is deferred until all of our pre-opening obligations to you are completed and your business has opened.
3. **General Release.** Pursuant to COMAR 02.02.08.16L, the general release otherwise required by the Agreement as a condition of renewal, sale and/or assignment/transfer does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
4. **Limitation of Claims.** Any limitations of claims provisions will not act to reduce the 3-year statute of limitations afforded Franchisee for bringing a claim arising under Maryland Franchise Registration and Disclosure Law. All claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise to Franchisee.
5. **Jurisdiction and Venue.** Franchisee may bring a lawsuit against us in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.
6. **No Waiver.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law, including, but not limited to, any acknowledgments or representations made by Franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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. **Effective Date.** This Rider is effective on the Agreement Date regardless of the actual date of signature.

Franchisor:

COMPASS MARGARITAVILLE, LLC

By: _____

Name: _____

Title: _____

Date: _____

Franchisee:

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF MINNESOTA**

Additional Disclosures:

1. MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. §80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASES, THAT YOU BE GIVEN 90 DAYS' NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS' NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT.
2. MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR 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 THE JURISDICTION.
3. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
4. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.
5. ~~3-~~Item 13 is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
6. ~~4-~~Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subs. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement and that consent to transfer of the franchise will not be unreasonably withheld.

7. ~~5-~~Item 17, summary column for (l) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

8. ~~6-~~Item 17, summary columns for (u) and (v) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or 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 the jurisdiction.

9. ~~7-~~Item 17 is amended to include the following at the end:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

**MINNESOTA RIDER TO THE
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT**

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”), between **COMPASS MARGARITAVILLE, LLC** (“**Franchisor**”) and _____ (the “**Franchisee**”).

1. **Background.** Franchisor and Franchisee are Parties to the Franchise Agreement that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the _____ Business to be operated by Franchisee pursuant to the Franchise Agreement will be located in the State of Minnesota and/or because Franchisee is a resident of the State of Minnesota.

2. **Renewal Term.** Section 1.03(j) is amended to read as follows:

In connection with signing the Successor Franchise Agreement, and as a condition of renewal, Franchisee will be required to sign a release, of any and all claims against Franchisor and its Affiliates related to any alleged events that occurred as of the last date of the Initial Term (“**Release**”), except for matters coming under the Minnesota Franchise law.

3. **Trademarks.** Franchisor will protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. **Default and Termination.** The following is added at the beginning of Section 19.06:

Minnesota Law provides Franchisee with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.

5. **Governing Law.** The following sentence is added at the end of Section 19.06.

MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT FRANCHISOR FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF FRANCHISEE’S RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR FRANCHISEE’S RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

6. **Injunctive Relief.** Nothing in the Franchise Agreement is construed to mean that Franchisee is consenting to Franchisor obtaining injunctive relief. Franchisor may, however, seek injunctive relief. The court will determine if a bond is required.

7. **Waiver of Jury Trial.** Section 17.06 is amended to state:

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER ARTICLE IX, FRANCHISOR AND FRANCHISEE (AND FRANCHISEE’S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, AND TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A

DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE (AND/OR FRANCHISEE'S OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES (INCLUDING LIQUIDATED DAMAGES) IT SUSTAINS.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

Intending to be bound, the Parties sign and deliver this Rider to each other as shown below:

Franchisor:

Franchisee:

COMPASS MARGARITAVILLE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
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 A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENTS IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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. Item 3 is amended by added the following at the beginning of the Item.

Other than those actions listed below, neither 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 us 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 the officer or general partner of the franchisor held this position in the company or partnership.
4. Item 5 is amended to add the following sentence at the end: The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.
5. Items 17 (c) and (m) are amended to add the following:

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. Item 17(d) is amended to add the following sentence: The franchisee may terminate the agreement on any grounds available by law.
- 7. Item 17 (j) is amended to add the following sentence: 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. Items 17(v) and (w) are amended to add the following sentence: The forgoing 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.

6. Item 17 is amended to add the following at the end:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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 ~~FRANCHISE DISCLOSURE DOCUMENT FOR~~
~~COMPASS MARGARITAVILLE, LLC~~
STATE OF NORTH DAKOTA**

1. ~~Item 5 of this disclosure document is modified to reflect that franchise fees are deferred until we fulfill our initial obligations to you and you have commenced doing business.~~

2. ~~The Summary column of Item 17 paragraph (e) of this disclosure document is modified to read as follows:~~

~~“Give us at least 90 days’ notice of your intention to renew, sign our current form of Franchise Agreement and ancillary agreements, sign a release (except for matters coming under the North Dakota Franchise Investment Law (the “ND Law”).”~~

3. ~~Section 51-19-09 of the North Dakota Franchise Investment Law provides that any requirement that you consent to liquidated damages is unfair, unjust, and inequitable. Therefore, the Summary column of Item 17 paragraph (i) of this disclosure document is amended by deleting the last subsection (d) of the paragraph which reads as follows: “(d) where applicable, pay liquidated damages”.~~

4. ~~The Summary column of Item 17 paragraph (q) of this disclosure document is modified by adding the following at the end of the sentence:~~

~~“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”~~

5. ~~The Summary column of Item 17 paragraph (v) of this disclosure document is amended by adding the following at the end of the paragraph:~~

~~“, except that matters coming under the ND Law will be submitted to mediation or arbitration in a mutually agreeable location not remote from Franchisee’s place of business.”~~

6. ~~No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.~~

**~~NORTH DAKOTA RIDER TO
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT~~**

~~THIS RIDER (the “Rider”) is effective as of _____, 20__ (the “Agreement Date”), and amends the Franchise Agreement dated _____, 20__ (the “Agreement”), between COMPASS MARGARITAVILLE, LLC (the “Franchisor”) and _____ (the “Franchisee”).~~

~~1. **Fee Deferral.** The Franchise Agreement is modified to reflect that franchise fees are deferred until we fulfill our initial obligations to you and you have commenced doing business.~~

~~2. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.~~

~~3. **Terms and Conditions for Successor Franchise.** Franchisee is not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the “ND Law”).~~

~~4. **Competitive Restrictions.** Covenants not to compete, such as those mentioned in this Section 9.01, are generally unenforceable in the State of North Dakota.~~

~~5. **Jurisdiction.** All matters coming under the ND Law may be brought in the courts of North Dakota.~~

~~6. **Waiver of Punitive Damages and Jury Trial.** Section 17.06. of the Franchise Agreement is deleted in its entirety.~~

~~7. **Liquidated Damages.** Section 16.05 of the Agreement is deleted in its entirety, including cross references thereto in the Agreement.~~

~~8. **Mediation.** Section 17.02 of the Agreement is amended by adding the following to the end of the first sentence in the paragraph: “, except that matters coming under the ND Law will be submitted to mediation in a mutually agreeable location not remote from Franchisee’s place of business.”~~

~~9. **Arbitration.** Section 17.03 of the Agreement is amended by adding the following to the end of the first sentence in the paragraph: “, except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location not remote from Franchisee’s place of business.”~~

~~10. **Limitation of Claims.** The statute of limitations under ND Law applies to all matters coming under ND Law.~~

~~11. **Governing Law.** This Agreement will be governed by North Dakota law.~~

~~12. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.~~

[signatures on following page]

Franchisor:

COMPASS MARGARITAVILLE, LLC

By: _____

Name: _____

Title: _____

Date: _____

Franchisee:

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM

TO FRANCHISE DISCLOSURE DOCUMENT FOR COMPASS MARGARITAVILLE, LLC STATE OF RHODE ISLAND

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Item 17 is amended to add the following at the end:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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 FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF SOUTH DAKOTA**

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota Law. If any of the provisions in this disclosure document or the Franchise Agreement are inconsistent with this paragraph, the terms of this paragraph will prevail with regard to any franchise sold in South Dakota.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

**SOUTH DAKOTA RIDER TO
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT**

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between **COMPASS MARGARITAVILLE, LLC** (the “**Franchisor**”) and _____ (the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** The following is added to Section 14.01:

Franchisee will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the Franchise Agreement, failure to meet performance and quality standards and failure to make royalty payments.

3. **Jurisdiction and Venue.** Any provision which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

Franchisor:

COMPASS MARGARITAVILLE, LLC

By: _____

Name: _____

Title: _____

Date: _____

Franchisee:

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMPASS MARGARITAVILLE, LLC
STATE OF VIRGINIA**

The following is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the franchise agreement.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act (the "Act"), the Franchise Disclosure Document for COMPASS MARGARITAVILLE, LLC for use in the Commonwealth of Virginia is amended as follows:

1. Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Act or the Laws of Virginia, that provision may not be enforceable.

2. Item 17 is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

3. Item 17 is amended by adding the following at the end: No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT ~~FOR~~
COMPASS MARGARITAVILLE, LLC
STATE OF WASHINGTON, THE FRANCHISE AGREEMENT, AND ALL RELATED
AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, 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.

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

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

3. 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.

4. General Release. A release or waiver of rights ~~executed by a franchisee may not include 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 ~~rule~~rules or ~~order~~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)~~.

5. Statute of Limitations and Waiver of Jury Trial. Provisions ~~such as those which~~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.

6. Transfer Fees. Transfer fees ~~may be collected~~are collectable only to the extent that they reflect ~~our~~the franchisor's reasonable estimated or actual costs in ~~effectuating~~effecting a transfer.

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

8. 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.

9. 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).

10. 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).

11. 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.

12. 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.

13. 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.

14. 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 provisionsprovision contained in the franchise agreement or elsewhere that conflictconflicts with these limitations areis void and unenforceable in Washington.

15. 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.

Use of

16. 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.

17. 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).

18. Advisory Regarding Franchise Brokers. ~~The franchisor uses~~ Under the ~~services of franchise brokers to assist it in selling~~ 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. ~~Do not rely only on the~~ If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by ~~a~~the franchise broker about a franchise. ~~Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.~~

~~In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.~~

~~No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.~~

**WASHINGTON RIDER TO
COMPASS MARGARITAVILLE, LLC
FRANCHISE AGREEMENT**

~~THIS RIDER (the "Rider") is effective as of _____, 20__ (the "Agreement Date"), and amends the Franchise Agreement dated _____, 20__ (the "Agreement"), between COMPASS MARGARITAVILLE LLC (the "Franchisor") and _____ (the "Franchisee").~~

~~**Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.~~

~~**19. Initial Franchise Fee.** In lieu of an impound of franchise fees, the **Fees.** Franchisor will not require or accept the payment of any initial franchise fees until the ~~franchisees~~franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.~~

~~**Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "Act"), Chapter 19.100 RCW, prevail.~~

~~**Relationship.** RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with us including the area of termination and renewal of your franchise.~~

~~**Dispute Resolution.** 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.~~

~~**Waiver of Rights.** A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder **except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.** Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~**Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.~~

~~**Non-Competition 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 provisions~~

~~contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~No poaching Provisions. 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.~~

~~Section 10.01 of the Franchise Agreement is hereby amended by adding the following sentence to the end of Section 10.01: "Franchisee's indemnification obligation does not extend to liabilities caused by Franchisor's negligence, willful misconduct, strict liability, or fraud."~~

~~No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under 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.~~

Intending to be bound,

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

Signature of Franchisor Representative Signature of Franchisee and Franchisor sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Franchisor:	Franchisee:
COMPASS MARGARITAVILLE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Representative

Title of Franchisor Representative

Title of Franchisee Representative

EXHIBIT F TO THE DISCLOSURE DOCUMENT

**CURRENT AND FORMER FRANCHISEES
AS OF DECEMBER 31, ~~2024~~2025**

CURRENT FRANCHISEES AS OF DECEMBER 31, ~~2024~~2025

	<u>Name</u>	<u>Business Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Telephone Number</u>
1	ARBO Hotel Group III, LLC	12324 Manatee Avenue West	Bradenton	Florida	34209	(941) 741-9700
2	Cedars Hotel 1, LLC	2399 S. Pacific Hwy.	Medford	Oregon	97501	(541) 646-9700
3	Naples CFC Enterprises, Ltd.	4805 Tamiami Trail North	Naples	Florida	34103	(239) 659-3500
4	Forge Hotel Partners, LLC	125 Music Mountain Drive	Pigeon Forge	Tennessee	37863	(865) 505-1080
<u>5</u>	<u>Sun Partners, LLC</u>	<u>111 S. Daytona Ave.</u>	<u>Flagler Beach</u>	<u>Florida</u>	<u>32136</u>	<u>(386) 356-8510</u>
Not yet open as of 12/31/202412/31/2025:						
1	Vibe Lot 6 Marg, LLC	Northeast quadrant of Talking Stick Way and AZ Hwy 101	Scottsdale	Arizona	85250	TBD
2	Lollye Hospitality, LLC	8501 Surf Drive	Panama City Beach	Florida	32408	TBD
3	River Walk Marina Partners, LLC	705-707 S. Harbor City Blvd.	Melbourne	Florida	32901	TBD
4	PDX Enterprises LLC	238 West University Ave.	Gainesville	Florida	32601	TBD
<u>5</u>	<u>BP Hotel, LLC</u>	<u>103 Cedar Street</u>	<u>Beaufort</u>	<u>North Carolina</u>	<u>28516</u>	<u>(252) 418-1499</u>
5	Sun Partners, LLC	201 Moody Blvd.	Flagler Beach	Florida	32136	TBD
6	Beachwalk Lagoon Hotel, LLC	1000 County Rd 210	St. John's	Florida	32259	TBD
7	Bachelor Fourth St. LLC	522 S. Fourth St.	Louisville	Kentucky	40202	TBD
8	BP Hotel, LLC	103 Cedar Street	Beaufort	North Carolina	28516	TBD
<u>98</u>	Cherokee Hotel Collection, LLC	Intersection of Casino Trail and Don Lambert Rd	Cherokee	North Carolina	28719	TBD
109	MIG Investments of	1717 S.	N. Myrtle	South	29582	TBD

	MB <u>SPE</u> , LLC	Ocean Drive	Beach	Carolina		
10 <u>10</u>	ARBO Hotel Group V, LLC	Corner of Meigan Elise Dr & Katie Dr.	Rowlett	Texas	75088	TBD
<u>11</u>	<u>Ayrshire Nassau Bay LLC</u>	<u>3000 NASA Rd. 1²</u>	<u>Nassau Bay</u>	<u>Texas</u>	<u>77058</u>	<u>TBD</u>
12	John P. Fischer	Nasa-Boulevard-Repsdorph-Rd.	Seabrook	Texas	77586	TBD
12 <u>12</u>	Alpha Development, LLC	Intersection of Mays Street and Snowden Lane	Southaven	Mississippi	38672	TBD
13 <u>13</u>	Handy Family of Hotels, LLC	120 Summit At Fritz Fam	Lexington	Kentucky	40517	TBD
14 <u>14</u>	Grosvenor Port Hotel, LLC	Intersection of State Road 628 and State Road A1A	Cape Canaveral	Florida	32920	TBD
15 <u>15</u>	Floridays Development Co.	135 Bayview Drive	Osprey (Sarasota)	Florida	34229	TBD

LIST OF FRANCHISEES WHO LEFT THE SYSTEM IN ~~2024~~2025

None.

² This location replaced a previously planned location in Seabrook, Texas with a related party.

EXHIBIT G TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

EXHIBIT H TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE

COMPASS MARGARITAVILLE, LLC

GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE

COMPASS MARGARITAVILLE, LLC (“we,” “us,” or “our”) and the undersigned franchisee, _____ (“you” or “your”), currently are parties to a certain Franchise Agreement (the “Franchise Agreement”) dated _____. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation] _____

. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us, our parents, and our affiliates, and our and their current and former officers, directors, shareholders, principals, agents, representatives, employees, successors, and assigns (collectively, the “Margaritaville Parties”), from any and all claims, damages, demands, debts, causes of action, suits, duties, liabilities, costs, and expenses of any nature and kind, whether presently known or unknown, vested or contingent, suspected or unsuspected (all such matters, collectively, “Claims”) that you and any other Releasing Party now have, ever had, or, but for this document, hereafter would or could have against any Margaritaville Party (1) arising out of or related in any way to the Releasing Parties’ rights or the Margaritaville Parties’ obligations under the Franchise Agreement before the dates of the signatures below or (2) otherwise arising out of or related in any way to your and the other Releasing Parties’ relationship, from the beginning of time to the dates of the signatures below, with any Margaritaville Party. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Margaritaville Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

[The following additional language should be used with California franchisees]

Each of the parties granting the release above acknowledges a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected the settlement with the debtor.”

Each of the parties granting the release above recognizes that he, she, or it may have some claim, demand, or cause of action against the other parties of which he, she, or it is unaware and unsuspecting, and which he, she, or it is giving up by signing this release. Each of the parties granting this release hereby waives and relinquishes every right or benefit which he, she, or it has under Section 1542 of the

Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that such right or benefit may lawfully be waived.

[This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

[This General Release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law to the extent prohibited by such law.]

COMPASS MARGARITAVILLE, LLC

[Name of Franchisee]

By: _____

Title: _____

By: _____

Date: _____

Title: _____

Date: _____

[Name of Owner]

[Signature]

Date: _____

EXHIBIT I TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

COMPASS MARGARITAVILLE ~~L.L.C.~~ LLC
STATE REGISTRATIONS

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under 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 franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If COMPASS MARGARITAVILLE ~~L.L.C.~~ LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If COMPASS MARGARITAVILLE ~~L.L.C.~~ LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The franchisor is COMPASS Margaritaville ~~L.L.C.~~ LLC, located at 6900 Turkey Lake Road, Suite 200, Orlando, Florida 32819. Its phone number is (305)-292-1435.

We authorize the respective state agencies identified on Exhibit "A" to receive service of process for us if we are registered in the particular state.

Issuance Date: April 30, ~~2025~~ 2026

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name	Principal Business Address	Telephone Number
Jim Wiseman	6900 Turkey Lake Road, Suite 200, Orlando, FL 32819	407-930-7230
Rick Cunningham	3715 Northside Parkway, Suite 4-475, Atlanta, GA 30327	470-698-2273
Evan Laskin	6900 Turkey Lake Road, Suite 200, Orlando, FL 32819	407-930-7242
Shamim Lodin	3715 Northside Parkway, Suite 4-475, Atlanta, GA 30327	470-698-2274
<u>Shamim Lodin</u>	<u>3715 Northside Parkway, Suite 4-475, Atlanta, GA 30327</u>	<u>470-698-2274</u>

I received a disclosure document dated April 30, ~~2025~~ 2026 (See the state effective date summary page for state effective dates.) The disclosure document included the following Exhibits:

<p>A <u>A</u>: State Agencies and Administrators/ Agents for Service of Process</p>	<p>D <u>D</u>: Operating Manual Table of Contents</p>	<p>C-5 <u>C-5</u> Confidentiality Agreement</p>
<p>B <u>B</u>: <u>Franchise Agreement with Exhibits</u></p>	<p>Franchise Agreement with Exhibits</p>	<p>D <u>D</u>: Operating Manual Table of Contents</p> <p>E <u>E</u>: State Specific Addenda and Riders</p>
<p>C-1 <u>C-1</u> BFR: <u>FBR</u> Rider</p> <p>C-2: Amenities Rider</p> <p>C-3: Dwellings Rider</p> <p>C-4: Management Rider</p>	<p>F <u>F</u>: Roster of Current and Former Franchises <u>Franchisees</u></p> <p>G <u>G</u>: Financial Statements</p> <p>H <u>H</u>: General Release</p> <p>I <u>I</u>: State Effective Dates</p>	

KEEP THIS COPY FOR YOUR RECORDS.

Signature: _____

Date: _____

Print Name: _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If COMPASS MARGARITAVILLE ~~L.L.C.~~ LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If COMPASS MARGARITAVILLE ~~L.L.C.~~ LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The franchisor is Compass Margaritaville ~~L.L.C.~~ LLC, located at 6900 Turkey Lake Road, Suite 200, Orlando, Florida 32819. Its phone number is (305)-292-1435.

We authorize the respective state agencies identified on Exhibit "A" to receive service of process for us if we are registered in the particular state.

Issuance Date: April 30, ~~2025~~ 2026

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name	Principal Business Address	Telephone Number
Jim Wiseman	6900 Turkey Lake Road, Suite 200, Orlando, FL 32819	407-930-7230
Rick Cunningham	3715 Northside Parkway, Suite 4-475, Atlanta, GA 30327	470-698-2273
Evan Laskin	6900 Turkey Lake Road, Suite 200, Orlando, FL 32819	407-930-7242
Shamim Lodin	3715 Northside Parkway, Suite 4-475, Atlanta, GA 30327	470-698-2274

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A	A: State Agencies and Administrators/ Agents for Service of Process	D: Operating Manual Table of Contents
B	C: Franchise Agreement with Exhibits	E: State Specific Addenda and Riders
C-1	BFR: FBR Rider	F: Roster of Current and Former Franchises Franchisees
C-2	Amenities Rider	G: Financial Statements
C-3	Dwellings Rider	H: General Release
C-4	Management Rider	I: State Effective Dates

RETURN THIS RECEIPT TO US AT:

Compass Margaritaville, LLC 6900 Turkey Lake Road, Suite 200
Orlando, Florida 32819
legal@margaritaville.com

Signature: _____

Date: _____

Print Name: _____

Document comparison by Workshare Compare on Thursday, April 30, 2026
9:16:17 AM

Input:	
Document 1 ID	file:///C:/Users/TinaChristensen/OneDrive - Caiola & Rose/Desktop/FDD Application Materials 2026/Compass/Compass Margaritaville_ L.L.C. - Final FDD - Issued 4.30.2025(238046.5).docx
Description	Compass Margaritaville_ L.L.C. - Final FDD - Issued 4.30.2025(238046.5)
Document 2 ID	file:///C:/Users/TinaChristensen/OneDrive - Caiola & Rose/Desktop/FDD Application Materials 2026/Compass/Compass Margaritaville_ L.L.C. - Final FDD 2026 - Issued 4.30.2026(285457.1).docx
Description	Compass Margaritaville_ L.L.C. - Final FDD 2026 - Issued 4.30.2026(285457.1)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1428
Deletions	1003
Moved from	26

Moved to	26
Style changes	0
Format changes	0
Total changes	2483