

## FRANCHISE DISCLOSURE DOCUMENT

HILTON FRANCHISE HOLDING LLC  
A Delaware Limited Liability Company  
7930 Jones Branch Drive, Suite 1100  
McLean, Virginia 22102  
703-883-1000  
[www.hiltonworldwide.com](http://www.hiltonworldwide.com)



You will operate either a Hampton Inn hotel or a Hampton Inn & Suites hotel, which combines standard guest rooms with a significant block of 2-room suites in a single hotel property, each offering high quality at moderate prices, under a Franchise Agreement with us.

The total investment necessary to begin operation of a newly constructed 80-room Hampton Inn hotel, excluding real property, is \$7,662,800 to \$14,821,500, including up to \$202,400 that must be paid to us or our affiliates. The total investment necessary to begin operation of a newly constructed 101-room/suite Hampton Inn & Suites hotel, excluding real property, is \$9,362,000 to \$20,306,500, including up to \$202,400 that must be paid to us or our affiliates.

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 government agency has verified the information contained in this document.**

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 accountant.

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

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

**Issuance Date:** March 30, 2019

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit I for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FAIRFAX COUNTY, VIRGINIA, UNLESS WE SUE YOU WHERE THE HOTEL IS LOCATED. IF THE COURT REJECTS THESE VENUE SELECTIONS, THEN SUIT MAY BE BROUGHT IN NEW YORK, NEW YORK. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN NEW YORK OR VIRGINIA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

### Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date of March 30, 2019.

THE FOLLOWING APPLIES 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.**

- (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.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION, FRANCHISE SECTION  
525 W. OTTAWA ST.  
G. MENNEN WILLIAMS BUILDING, FIRST FLOOR  
LANSING, MICHIGAN 48933  
517-373-7117

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### NOTICE OF TRADEMARK OWNERSHIP

The following trademarks used in this Disclosure Document are owned by our affiliates:

Canopy™	Hampton®	Hilton Suites™
Canopy by Hilton™	Hampton by Hilton™	Hilton Supply Management®
Conrad®	Hampton Inn®	Home2 Suites by Hilton®
Curio®	Hampton Inn by Hilton™	Homewood Suites by Hilton®
DoubleTree®	Hampton Inn & Suites®	LXR®
DoubleTree by Hilton®	Hampton Inn and Suites by Hilton™	Motto by Hilton™
DoubleTree Suites by Hilton®	Hilton Honors™	OnQ® (formerly System 21®)
DoubleTree Club Hotel®	Hilton®	Signia Hilton™
eforea®	Hilton Garden Inn®	Tapestry™
Embassy Suites by Hilton®	Hilton Inn®	Tru by Hilton™
Embassy Suites Hotels®		Waldorf-Astoria®

## **TABLE OF EXHIBITS**

Exhibit A	List of Franchised Hotels as of December 31, 2018
Exhibit B	List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest during 2018
Exhibit C	Financial Statements
Exhibit D	Franchise Agreement and Addendum
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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

**About The Franchisor, Its Parents and Its Predecessor**

To simplify the language in this Disclosure Document, “we” or “us” mean Hilton Franchise Holding LLC, the Franchisor. “You” means the person(s) who signs the franchise agreement – the Franchisee. If you are a business entity, “you” means both the business entity and its owners. The “Brand” refers to the name or names under which we will license your hotel. Our agent for service of process in the states whose franchise laws require us to name an agent for service is shown on Exhibit I. “Guest Rooms” means both guest rooms and guest suites. Capitalized words not defined in this Disclosure Document have the meaning set forth in the Franchise Agreement.

We are a Delaware limited liability company, formed in September 2007. For purposes of this franchise offering, we do business under the names “Hampton Inns,” “Hampton Inn,” “Hampton Inn & Suites,” “Hampton Inn by Hilton” and “Hampton Inn & Suites by Hilton.” Our principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 USA, and our telephone number is 703-883-1000.

We became the franchisor of hotels which will operate under the Hampton Brands in the 50 states of the United States of America, its Territories and Possession and the District of Columbia (“US”) on March 30, 2015.

Our parent company is Hilton Domestic Operating Company Inc., a Delaware corporation formed on July 12, 2016 (“Hilton”). Hilton’s parent company is Hilton Worldwide Holdings Inc., a Delaware corporation formed on March 18, 2010 (NYSE: HLT) (“Hilton Worldwide”). The principal business address of both companies is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 USA.

Hilton became our parent company on January 4, 2017, as the successor to our previous parent company, Park Hotels & Resorts, Inc. (“Park”). Together, Hilton and Park have conducted a guest lodging business since 1946. Park was originally called Hilton Hotels Corporation (“HHC”) from May 29, 1946 to December 19, 2009. It changed its name to Hilton Worldwide, Inc. (“HWI”) on December 20, 2009, and to Park Hotels & Resorts Inc. on June 1, 2016. On January 4, 2017, Park became an independent company in a spin-off transaction. As a result of that spin-off, nearly all company-owned hotels were divested with Park. For convenience, all references to “Hilton” in this Disclosure Document include HHC, HWI, and Park during the relevant time frames for each, unless otherwise noted.

Our immediate predecessor in offering the Hampton Brand in the US was our subsidiary, Hampton Inns Franchise LLC, a Delaware limited liability company formed in September 2007 (“HIF”). HIF offered franchises for the Hampton Brands from October 2007 through March 2015. HIF’s predecessor was Promus Hotel Systems, Inc., a Delaware corporation incorporated in May 1995 (“Promus”). Promus licensed, owned and operated Hampton Inn & Suites hotels between May 1995 and October 2007. Hampton Inn hotels were first franchised by a predecessor of Promus in 1983. Hampton Inn & Suites hotels were first franchised by a predecessor of Promus in 1993. Hilton acquired Promus’s indirect corporate parent on December 1, 1999, and became the ultimate parent corporation of Promus and all its affiliates.



## **Our Other Brands**

We have been the franchisor in the US for the Canopy and Curio brand hotels since October 15, 2014, the Conrad, DoubleTree, Embassy Suites, Hilton, Hilton Garden Inn, Home2 Suites, Homewood Suites, and Waldorf Astoria brand hotels since March 30, 2015, the Tru brand hotels since December 1, 2015, the Tapestry brand hotels since December 1, 2016, the LXR and the Motto brand hotels since September 1, 2018, and the Signia Hilton brand hotels since March 30, 2019, each currently with “Collection” and/or “by Hilton” in their brand names as applicable. We offer each of these brands under a separate disclosure document. We also offer eforea spa franchises in the US to franchisees of Tapestry, Curio, DoubleTree, Embassy Suites and Hilton brand hotels, as an addendum to the hotel franchise agreement under the disclosure documents for those brands.

Our predecessors in the offer of these brands in the US include the following entities for the specified brands:

<b>Brand Offered</b>	<b>Predecessor Franchisor Entity</b>	<b>Dates Offered</b>
Canopy	None	N/A
Conrad	Conrad Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	September 2007 to October 2007
Curio	Hilton Worldwide	July 2, 2014 to October 14, 2014
DoubleTree	Doubletree Franchise LLC	October 2007 to March 2015
	Doubletree Hotel Systems, Inc.	February 1989 to October 2007
Eforea Spa	Doubletree Franchise LLC	December 2011 to March 2015
	Embassy Suites Franchise LLC	December 2011 to March 2015
	Hilton Franchise LLC	December 2011 to March 2015
Embassy Suites	Embassy Suites Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1984 to October 2007
Hampton Inn and Hampton Inn & Suites	Hampton Inns Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1983 to October 2007
Hilton	Hilton Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	July 1962 to October 2007
Hilton Garden Inn	Hilton Garden Inns Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	March 1990 to October 2007
Home2 Suites	HLT ESP Franchise LLC	January 2009 to March 2015
Homewood Suites	Homewood Suites Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1988 to October 2007
LXR	None	N/A
Motto	None	N/A
Signia Hilton	None	N/A
Tapestry	None	N/A
Tru	None	N/A
Waldorf Astoria	Waldorf Astoria Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	January 2007 to October 2007

## **Our Affiliates and Their Predecessors**

We currently have two affiliates that offer franchises outside of the US. First, Hilton Worldwide Manage Limited, a limited company formed on December 7, 2010, under the laws of England and Wales (“HWML”) has offered franchises outside the US since January 1, 2018, for the brands listed below, except in Canada, China, Russia, and a limited number of other territories. Second, Hilton Worldwide Franchising LP, a limited partnership formed on March 12, 2014, under the laws of England and Wales

(“HWF”) offered franchises outside the US for the brands listed below from July 1, 2014 to December 31, 2017, and currently continues to offer franchises for these brands in Canada, China, Russia, and a limited number of other territories. Therefore, HWF is HWML’s predecessor outside of the US, except in Canada, China, Russia, and a limited number of other territories.

The brands offered by HWML and HWF are: Conrad, Curio Collection by Hilton, DoubleTree by Hilton, DoubleTree Suites by Hilton, Embassy Suites by Hilton, Hampton by Hilton, Hilton, Hilton Garden Inn, Home2 Suites by Hilton, Homewood Suites by Hilton and Waldorf Astoria, Canopy by Hilton (since first offered on October 15, 2014), Tru by Hilton (since first offered on June 30, 2016), Tapestry Collection by Hilton (since first offered on December 1, 2016), LXR (since first offered on July 1, 2018), and Motto and Signia Hilton (may be offered beginning in 2019).

HWML and HWF have the same principal business address at Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and telephone number +44 207 856 8000.

HWF’s predecessors for the offer of franchises outside the US before July 1, 2014, include the following entities at various times for the specified brands:

<b>Brand Offered</b>	<b>Predecessor International Franchisor Entity</b>
Canopy	None
Conrad Conrad International	HLT International Conrad Franchise LLC Hilton International Franchisor Corporation HPP International Corporation (f/k/a Conrad International Corporation)
Curio	None
DoubleTree DoubleTree Suites	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Doubletree Hotel Systems, Inc. Doubletree International Franchise LLC
Embassy Suites	Promus Hotels, Inc. Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Embassy Suites International Franchise LLC
Hampton	Hilton International Franchisor Corporation Hampton Inns International Franchise LLC
Hilton	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Hilton International Franchise LLC
Hilton Garden Inn	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Hilton Garden Inns International Franchise LLC
Home2 Suites	HLT ESP International Franchisor Corporation
Homewood Suites	Hilton Group plc and designated subsidiaries Homewood Suites International Franchise LLC
LXR	None
Motto	None
Signia Hilton	None
Tapestry	None

Brand Offered	Predecessor International Franchisor Entity
Tru	None
Waldorf Astoria The Waldorf Astoria Collection	Hilton International Franchisor Corporation HLT International Waldorf=Astoria Franchise LLC

The following wholly owned subsidiaries of Hilton provide products or services to our franchisees:

1. Hilton Reservations Worldwide, L.L.C. d/b/a Hilton Reservations & Customer Care and successor-in-interest to Hilton Service Corporation ("Reservations Worldwide") will provide you with its national and international reservation services and systems ("Reservation Service"). Reservations Worldwide provides the Reservation Service to all System Hotels, US Hilton hotels, Conrad International hotels, and Hilton International hotels (except where prohibited by law). The principal business address of Reservations Worldwide is 2050 Chennault Drive, Carrollton, Texas 75006.
2. Hilton Supply Management LLC ("HSM") negotiates with manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage supplies, and certain hotel services. You may purchase these items from HSM or such third parties but you are not obligated to do so.
3. Hilton Honors Worldwide LLC ("Hilton Honors Worldwide") owns, operates and administers the Hilton Honors™ guest reward program. You must participate in the programs of Hilton Honors Worldwide.
4. Hilton Systems Solutions, LLC ("HSS") provides computer hardware, software and support services for all Hilton's brands and signs Hilton's Information Technology System Agreement ("HITS Agreement").

In certain situations, you may choose to have our affiliate manage your hotel under a management agreement to be signed at the same time as, or after, you sign your Franchise Agreement.

In this Disclosure Document, we may collectively refer to our former affiliated predecessor franchisor entities as the "former franchising entities." The principal business address for each of our affiliates is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 unless otherwise noted.

### **Our Licenses**

This Disclosure Document describes our franchise license for hotels that will operate in the US under the Hampton Brand. Under separate disclosure documents, HWML and HWF offer franchise licenses for hotels that will operate outside of the US under the Hampton Brand.

We license the Hampton Inn hotel system ("System"), which consists of the elements, including know-how, that we periodically designate to identify hotels operating worldwide under our two Brands: "Hampton Inn" hotels, designed to provide distinctive, high-quality hotel service to the public at moderate prices, and "Hampton Inn & Suites" hotels, designed to combine standard guest rooms with a significant block of studio guest suites.

We franchise the non-exclusive right to use the System in the operation of your hotel under either the Hampton Inn Brand or the Hampton Inn & Suites Brand, at a specified location. You must follow the high standards we have established as the essence of the System and you may be required to make future investments.

The System currently includes the Brand and the Marks; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; standards, specifications and policies for construction, furnishing, operation, appearance and service of the hotel; and other elements we refer to in the Franchise Agreement, in the Manual or in other communications to you, and programs for our inspecting your hotel and consulting with you. We may add elements to the System or modify, alter or delete elements of the System.

The Franchise Agreement you sign will provide for new development, change of ownership, re-licensing, or conversion, depending on your situation. These situations are referred to in this Disclosure Document as "New Development," "Change of Ownership," "Re-licensing" and "Conversion," respectively. Adaptive Reuse is also a category shown on the Franchise Application. It is a form of Conversion.

Except for the licenses described above, we, our parents, affiliates and predecessors have not offered licenses or franchises for this or any other type of business.

### **The Market and Competition**

The market for your services will depend on your property's location, size and its type of operation, including whether it is a resort, conference center, or hotel for frequent business travelers, among other things. Our franchisees seek customers and business referrals from the local community and typically solicit business from conventions, and tour and travel groups, on a regional and national level.

In general, you will compete with national hotel and motel chains and independently operated local hotels and restaurants offering similar types of hotel rooms and food and beverage services to the same clientele. In addition to competing with lodging facilities that offer services comparable to the System, you may also compete with lodging designed to serve particular segments of the market and to fill particular lodging demands.

A Hampton Inn or Hampton Inn & Suites hotel will compete with other national and regional hotel chains and local hotels offering similar types of hotel rooms or suites with no food and beverage services. Due to its limited food and beverage operations, a Hampton Inn or Hampton Inn & Suites hotel is unlikely to compete directly with local establishments for the food and beverage business of the general public.

We and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your Hotel and the System. We and/or our affiliates may own, operate, franchise, license, acquire, create or establish, or serve as franchisee or licensee for, competitive guest lodging facilities or networks anywhere, including within your Restricted Area, if any, under any brands or marks (but not, within your Restricted Area, if any, under the Hampton Brand). We and/or our affiliates may also furnish services, products, advice and support to guest lodging facilities, networks, properties or concepts located anywhere, including within your Restricted Area, if any, in any manner that we or our affiliates determine. We and/or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging facilities located anywhere (provided that your Restricted Area protections, if any, will be observed). Further, we and/or our affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business's facilities, including within your Restricted Area, if any, and that following such activity we may operate, franchise or license those other facilities under any Brands or marks anywhere regardless of the location

of those businesses and/or facilities. There is no mechanism for resolving any conflicts that may arise between your hotel and other hotels described in this paragraph.

### **Laws, Rules and Regulations**

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

## **ITEM 2 BUSINESS EXPERIENCE**

### **Chief Executive Officer and President: Christopher J. Nassetta**

Mr. Nassetta has served as Chief Executive Officer and President of Hilton Worldwide since September 2013. He has served as Chief Executive Officer and President of Hilton since December 2007, and was also a Director of Hilton from December 2007 to October 2013. He served as our Chief Executive Officer and President from October 2013 to January 2015. He served as Chief Executive Officer and President of the former franchising entities from October 2013 until April 2015. Mr. Nassetta was President and Chief Executive Officer of Host Hotels & Resorts, Inc., in Bethesda, Maryland, from 2000 to November 2007.

### **Chief Financial Officer and Executive Vice President: Kevin J. Jacobs**

Mr. Jacobs has served as Chief Financial Officer and Executive Vice President of Hilton Worldwide since September 2013, and has also held those positions with us since September 2013 and with HWF since March 2014. He has served as Chief Financial Officer and Executive Vice President of Hilton since October 2013. Mr. Jacobs served as Chief Financial Officer and Executive Vice President of the former franchising entities from October 2013 to April 2015. Mr. Jacobs also served as a Director of Hilton from December 2007 to July 2015; as Senior Vice President, and Treasurer and Director of Hilton from March 1, 2010 to November 2012; as Senior Vice President, Corporate Strategy and Treasurer of Hilton from May 2009 to November 2012; and as Senior Vice President, Corporate Strategy of Hilton from June 2008 to May 2009.

### **General Counsel and Executive Vice President: Kristin A. Campbell**

Ms. Campbell has served as General Counsel and Executive Vice President of Hilton Worldwide since September 2013, and has held those positions with us since October 2013 and with HWF since March 2014. She has served as General Counsel, Executive Vice President and Secretary of Hilton since June 2011. Ms. Campbell served as a Director of Hilton from June 2011 to July 2015, and as a Director of the former franchising entities from October 2013 to April 2015. Ms. Campbell served as Senior Vice President, General Counsel and Secretary of Staples, Inc. in Framingham, Massachusetts from 2007 to June 2011.

### **Executive Vice President – Chief Commercial Officer: Christopher Silcock**

Mr. Silcock has served as Executive Vice President – Chief Commercial Officer of Hilton Worldwide and Hilton since September 2015. He served as Senior Vice President Sales & Revenue Management of Hilton Worldwide and Hilton from September 2014 to August 2015. Mr. Silcock served as Senior Vice President Commercial Services of Hilton Worldwide and Hilton from October 2013 to September 2014.

He served as Global Head – Revenue Management for Hilton Worldwide and Hilton from August 2009 to September 2013. Mr. Silcock served as Vice President – Revenue and Service Delivery of Hilton Worldwide and Hilton from August 2004 to August 2009.

**Executive Vice President – Chief Customer Officer: Jonathan Witter**

Mr. Witter has served as Chief Customer Officer since April 2017. He served as President of the Retail and Direct Banking divisions of Capital One Bank from December 2010 to April 2017. Previously, Mr. Witter was Managing Director and President of Morgan Stanley Private Bank NA, and Chief Operating Officer of Morgan Stanley's Retail Banking Group from January 2009 to December 2010. Before that time, he was Executive Vice President and Head of General Bank Distribution at Wachovia Bank from February 2004 to January 2009.

**President – Global Development: Ian R. Carter**

Mr. Carter has served as President – Global Development of Hilton Worldwide and Hilton since September 2013. He served as President – Global Operations of Hilton from March 2008 to September 2013. Mr. Carter served as Director, Executive Vice President and Chief Executive Officer of HWF, in Watford, United Kingdom, from January 2005 to March 2008.

**Senior Vice President and Category Head – Focused Service and All Suites Brands:**

**Bill Duncan**

Mr. Duncan has served as Hilton's Senior Vice President and Category Head – Focused Service and All Suites Brands since November 2017. From January 2016 to November 2017, Mr. Duncan served as Hilton's Senior Vice President – Global Head – All Suites Brands, a position he also held with us and HWML since September 2015. Mr. Duncan served as Senior Vice President Global Head – Home2 Suites by Hilton from February 2009 to August 2015, and held this position with certain of the former franchising entities (Homewood Suites Franchise LLC, HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation, Homewood Suites International Franchise LLC and Hilton International Franchisor Corporation) from February 2009 to August 2015. Mr. Duncan has also served as Hilton's Global Head – Home2 Suites by Hilton and Hilton's Global Head – Homewood Suites by Hilton since February 2009. Mr. Duncan served as Hilton's Vice President, Homewood Suites Brand Sales & Marketing for Hilton from 2006 through February 2009. Mr. Duncan served as Hilton's Vice President, Homewood Suites Hotel Performance Support from 2000 through 2005.

**Senior Vice President and Global Head – Hampton by Hilton: Shruti Buckley**

Ms. Buckley has served as Hilton's Senior Vice President and Global Head – Hampton by Hilton since September 2017. She served as Hilton's Vice President, Strategic Initiatives Focused Service Brands since February, 2017. From April 2008 to December 2016, Ms. Buckley served as Vice President and Global Brand Manager for the Fairfield Inn & Suites and Protea Hotel brands with Marriott International.

**Senior Vice President – Development - Americas: William Fortier**

Mr. Fortier has served as Hilton's Senior Vice President – Development – Americas since October 2007. Mr. Fortier served as Hilton's Senior Vice President – Franchise Development from May 2000 to October 2007. Mr. Fortier also served as Senior Vice President of the former franchising entities from October 2007 to April 2015.

**Senior Vice President – Development – US and Canada: Matthew G. Wehling**

Mr. Wehling has served as Hilton's Senior Vice President – Development – US and Canada since January 2015. He was Hilton's Vice President and Managing Director – Development – Northwest Region from October 2010 through December 2014. Mr. Wehling served as Hilton's Vice President Franchise Development in the Central Region from September 2008 to October 2010. He served in various capacities for Hilton, including Director – Franchise Development and Senior Director – Franchise Development in the Central Region from 1999 to September 2008.

**Vice President & Managing Director – Development – Northwest Region: Denise Carpenter**

Ms. Carpenter has served as Hilton's Vice President & Managing Director – Development – Northwest Region since January 2015. Ms. Carpenter served as Hilton's Vice President – Development – Southeast Region from 2009 to January 2015. Ms. Carpenter has been employed with Hilton and its predecessors in various roles since 1976.

**Vice President & Managing Director – Development – Southwest Region: Timothy Powell**

Mr. Powell has served as Hilton's Vice President & Managing Director – Development – Southwest Region since November 2014. He was Hilton's Senior Director for the same region from February 2005 to November 2014, and has been employed by Hilton in various roles since 1999. Mr. Powell was also employed by Hilton in various roles from 1981 to 1990.

**Vice President and Managing Director – Development – Northeast Region/Canada: Thomas Lorenzo**

Mr. Lorenzo has served as Hilton's Vice President and Managing Director – Development – Northeast Region/Canada since October 2010. He served as Vice President and Managing Director Franchise Development – Northeast Region/Canada from September 2008 to October 2010. Mr. Lorenzo served as Vice President Franchise Development Northeast Region/Canada from July through August 2008. He served as Hilton's Senior Director Franchise Development in the Northeast Region before July 2008.

**Vice President & Managing Director – Development – Southeast Region: John Koshivos**

Mr. Koshivos has served as Hilton's Vice President & Managing Director – Development – Southeast Region since April 2014. He served as Hilton's Vice President – Development Northeast Region/Canada from October 2010 to April 2014. Mr. Koshivos served as Hilton's Vice President – Franchise Development – Northeast Region/Canada from September 2008 to October 2010. He served as Hilton's Senior Director Franchise Development Northeast Region before September 2008.

**Vice President – Management Contract Services and Owner Relations: Dianne Jaskulske**

Ms. Jaskulske has served as Hilton's Vice President–Management Contract Services and Owner Relations since February 2000, and has served in various capacities with Hilton since October 1986.

**Senior Vice President and Assistant General Counsel: Karen Boring Satterlee**

Ms. Satterlee has served as Hilton's Senior Vice President and Assistant General Counsel – Development Americas since September 2017. She served as Hilton's Vice President and Senior Counsel – Legal Development Americas since August 2009. She has also served as Vice President and Assistant Secretary for us since March 2010 and for HWF since March 2014. She served as Vice President and Assistant Secretary of the former franchising entities from March 2010 to April 2015.

**Vice President & Senior Counsel, Legal Development, Americas – Contract Administration: Michael S. Weatherbie**

Ms. Weatherbie has served as Hilton's Vice President & Senior Counsel, Legal Development Americas – Contract Administration since December 2015. She has also served as Vice President for us since December 2015. She served as Hilton's Senior Counsel – Franchise, Global Franchise Development from February 2012 to December 2015.

**Director, Chairman: Jonathan D. Gray**

Jonathan D. Gray has served as Chairman of the Board of Directors of Hilton Worldwide since March 2010. He is currently President and Chief Operating Officer for The Blackstone Group in New York, New York, with which he has been associated since 1992. Mr. Gray served as a Director of Hilton from October 2007 to October 2013.

**Director: John Schreiber**

Mr. Schreiber has served as a Director of Hilton Worldwide since September 2013. He has been President of Centaur Capital Partners, Inc. since 1991, and he was a Co-Founder and has been a Partner of Blackstone Real Estate Advisors since October 1992. Mr. Schreiber served as a Director of Hilton from December 2007 to October 2013. He is based in Chicago, Illinois.

**Director: Douglas M. Steenland**

Mr. Steenland has served as a Director of Hilton Worldwide since September 2013. He has been a Consultant in Washington, DC and Senior Advisor to Blackstone's Private Equity Group since 2009. Mr. Steenland served as Chief Executive Officer of Northwest Airlines in Eagan, Minnesota from 2004 to 2008. He served as a Director of Hilton from November 2009 to October 2013.

**Director: Judith A. McHale**

Ms. McHale has served as a Director of Hilton Worldwide since October 2013 and also serves as a Director of Ralph Lauren Corporation and as a Director of SeaWorld Entertainment. She has served as President and Chief Executive Officer of Cane Investments LLC in New York, New York since August 2011. Ms. McHale served as Undersecretary of State for Public Diplomacy for the US Department of State in Washington, DC from May 2009 to July 2011. She served as Managing Partner in the formation of GEF/Africa Growth Fund from 2006 to March 2009.

**Director: Elizabeth A. Smith**

Ms. Smith has served as a Director of Hilton Worldwide since December 2013. She has also served as Chairman of the Board of Directors of Bloomin' Brands, Inc. in Tampa, Florida since January 2012, and has served as its Chief Executive Officer and a Director since November 2009. Ms. Smith has also served as a Director of Staples, Inc. in Framingham, Massachusetts since September 2008. She served as President of Avon Products, Inc. in New York, New York from September 2007 to October 2009.

**Director: Charlene Begley**

Ms. Begley has served as a Director of Hilton Worldwide since April 2017. She has served as a Director of Nasdaq, Inc. and Red Hat since November 2014, and as a Director of WPP plc since December 2013. She previously held several senior executive positions at the General Electric Company located in Framingham, Massachusetts, from 1988 to 2013. These positions included Senior Vice President of General Electric Company and Chief Executive Officer and President of GE Home & Business Solutions, Chief Information Officer, and President and Chief Executive Officer of GE Enterprise Solutions, GE Plastics, and GE Transportation. In addition, she served as Chief Financial Officer for GE Transportation and GE Plastics Europe and India.

**Director: Melanie L. Healey**

Ms. Healey has served as a Director of Hilton Worldwide since September, 2017. She served as Group President of The Procter & Gamble Company from July 2007 to June 2015. She currently serves as a director on the boards of PPG Industries, Verizon Communications and Target Corporation.

**Director: Raymond E. Mabus, Jr.**

Mr. Mabus has served as a Director of Hilton Worldwide since September 2017. He served as Secretary of the Navy from May 2009 to January 2017. He served as Chairman and CEO of Foamex International from June 2006 to April 2007. Mr. Mabus served as U.S. Ambassador to Saudi Arabia from July 1994 to April 1996 and as Governor of Mississippi from January 1988 to January 1992.



### ITEM 3 LITIGATION

We have not been involved in any litigation. Other than the actions described below, there is no litigation that must be disclosed in this Item.

#### A. PENDING ACTIONS

None.

#### B. CONCLUDED ACTIONS— INVOLVING OUR PREDECESSOR

*AJ & J Real Estate Development North, LLC v. Promus Hotels, Inc.*, The United States District Court for the Western District of Michigan, Case No. 1:08-cv-2135609 (JTN).

On February 28, 2008, AJ & J Real Estate Development North, LLC (“AJ&J”), a current Hampton Inns franchisee in Cadillac, Michigan, filed suit against Promus Hotels, Inc., in the Circuit Court for the County of Wexford, Michigan alleging that the Promus’ removal of AJ&J from the reservation system and notice of termination for AJ&J’s failure to comply with certain system standards was a violation of the Michigan Franchise Investment Law. AJ&J has asserted claims against Promus for a temporary restraining order, preliminary injunction, damages for an alleged violation of the Michigan Franchise Investment Law, declaratory judgment and unjust enrichment. In addition to injunctive relief, AJ&J is seeking compensatory damages, costs and attorneys’ fees. On March 3, 2008, Promus removed the case from state court to the United States District Court for the Western District of Michigan. The parties entered into a settlement agreement whereby the plaintiff agreed to leave the Hampton Inns system and to pay outstanding franchise fees and Promus’ attorneys’ fees in an amount totaling \$67,000 in exchange for Promus’ waiver of any liquidated damages. The plaintiff’s complaint has been voluntarily dismissed with prejudice.

*Metroplaza Two Associates, LLC, individually and on behalf of LaSalle Bank N.A. as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass Through 2006-C24 v. Hilton Inns, Inc.*, (Supreme Court of The State of New York, County of Queens, Index No. 2156/2007).

On January 19, 2007, plaintiff Metroplaza Two Associates, LLC (“Metroplaza Two”), licensee of the Woodbridge Hilton in Iselin, New Jersey, filed a complaint and a motion, by Order to Show Cause, seeking a preliminary injunction enjoining Hilton Inns from terminating Metroplaza Two’s Woodbridge Hilton Franchise License Agreement. On February 22, 2007, plaintiff and a related entity, Metroplaza III New Jersey Associates, LLC (“Metroplaza III”), filed an Amended Complaint, which alleged, generally, that Hilton Inns and Promus wrongfully terminated the Franchise License Agreements for Metroplaza Two’s operating Woodbridge Hilton and Metroplaza III’s planned Homewood Suites Hotel. Plaintiffs sought a declaratory judgment that the Woodbridge Hilton termination notice was invalid; a preliminary and permanent injunction enjoining Hilton Inns from enforcing the Woodbridge Hilton termination notice; compensatory damages arising from Hilton Inns’ issuance of the termination notice; compensatory damages arising from Promus’s issuance of the Homewood Suites termination notice; and, compensatory and punitive damages arising from Hilton Inns’ alleged tortious interference with the Homewood Suites Franchise License Agreement. The court has granted plaintiffs’ motion for a preliminary injunction, enjoining Hilton Inns from terminating the Woodbridge Hilton Franchise License Agreement, but denied plaintiffs’ motion for a preliminary injunction seeking to enjoin the termination of the Promus Homewood Suites Franchise License Agreement. The court has also granted the motion to intervene filed by plaintiffs’ lender, LaSalle Bank N.A. The parties entered into a Settlement

Agreement in 2009 whereby (i) HLT Existing Franchise Holding LLC, as successor in interest to the named defendants issued a cure letter with regard to the Hilton Woodbridge, Metroplaza Two, the Lender and the Hilton parties released all claims against each other, and dismissed all actions involving Metroplaza Two (including dissolving the preliminary injunction) with prejudice; and (ii) all claims involving Metroplaza III were dismissed without prejudice, with mutual releases effective if Metroplaza III applied to Homewood Suites Franchise LLC within 90 days for a new Homewood Suites Franchise License Agreement and the application was accepted. The application was made and approved, and all claims are released.

*HLT Existing Franchise Holding, LLC v. Richfield Hotel Associates Limited Partnership, Richfield Inn Limited Partnership, Palsco, Inc., Caps, General Partnership, Thomas W. LaSalle, Arthur J. Petrie, William L. Brusman, Cynthia Sherman, and Susan Matzke* United States District Court for the Western District of Tennessee, Docket No. 2:08-cv-02372-tmp.

On or about May 8, 2008, HLT Existing Franchise Holding LLC (“HLT Existing”), as successor-in-interest to Promus Hotels, Inc., filed this action against a former franchisee and its general partners for collection of \$233,325.36 in past due amounts under an expired license agreement, plus interest, attorney fees and costs. Defendants filed counterclaims against HLT Existing for breach of contract, breach of covenant of good faith and fair dealing, breach of fiduciary duty, conversion, and tortious interference with contractual relationships and business advantage. All of the counterclaims related to alleged wrongful use by Promus of customer lists and goodwill of the former franchisee. HLT Existing denied liability under the counterclaims. The parties entered into a confidential Settlement Agreement whereby the defendants paid \$165,000 in damages, plus court cost of \$500 and the parties mutually dismissed all claims with prejudice. The Judgment of Dismissal with Prejudice was entered February 9, 2009.

### **C. CONCLUDED ACTIONS – INVOLVING HILTON (F/K/A HHC, HWI, AND PARK)**

*Kathleen Soule v. Hilton Worldwide, Inc. and Doe Defendants 1-50* (Circuit Court, First Circuit, State of Hawaii, Civil No. 13-1-2790-10-KKS (Class Action)

On October 17, 2013, Kathleen Soule, individually and on behalf of all persons similarly situated (“Plaintiff”), filed a civil class action complaint against HWI, alleging that failure to disclose at the time a reservation was made that a resort fee was mandatory was a violation of Hawaii’s Uniform Deceptive Trade Practices Act. Plaintiff sought restitution, disgorgement of gains, actual, punitive and exemplary damages, statutory treble damages, pre-judgment interest, costs and disbursements, including attorneys’ fees and other relief in an unspecified amount. Without admitting any fault or wrongdoing, HWI entered into an agreed settlement with Plaintiff that was submitted to the court for approval in February 2015 and ultimately settled in August 2015. Under the settlement, HWI agreed to pay \$178,000 and issue \$20 vouchers or gift cards to each affected customer for each night of their covered hotel stays.

*U.S. v. Hilton Worldwide, Inc.* (United States District Court, District of Columbia, Case No. 1:10-cv-01924-RWR).

Hilton Worldwide, Inc. (“HWI”) and the United States Department of Justice (“United States”) agreed to a form of Consent Decree (“Consent Decree”) addressing alleged violations of Title III of the ADA. The United States alleged that: 1) HWI failed to design and construct its owned facilities constructed for first occupancy after January 26, 1993 (“Post-1993 Hotels”) in compliance with the ADA; 2) certain Managed and Franchised Post-1993 Hotels operated under HWI’s brands do not comply with the ADA; 3) HWI failed to provide individuals with disabilities the same opportunity to reserve accessible guestrooms using its on-line and telephonic reservations systems that is available for reserving other brand hotel

rooms; and 4) such actions or practices constitute a pattern or practice of violating Title III of the ADA. HWI denied that it has violated the ADA at its owned hotels or that it is in any way responsible for any purported non-compliance with the ADA in connection with hotels that it does not own or manage. HWI neither owns nor operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), the vast majority of brand hotels. HWI specifically denied that it operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), any Franchised Hotels for purposes of liability under 42 U.S.C. § 12182. HWI further stated that its Reservations System provides individuals with disabilities ample opportunity to identify and reserve accessible rooms that are available at hotels within the Reservations System. HWI also denied that it failed to design and construct its hotels in accordance with the requirements of Title III of the ADA. The United States and HWI agreed to resolve these issues through the entry of a Consent Decree, entered by the Court on November 30, 2010, with an Effective Date of March 30, 2011. The Consent Decree applied to HWI and its subsidiaries, including us. During the 4-year term of the Consent Decree, HWI agreed not to engage in any practice that discriminates against any individual on the basis of disability in violation of Title III of the ADA in the provision of lodging and related services and to: 1) undertake certain specific remedial measures with regard to its owned, joint venture, and managed hotels; 2) engage in certain specific actions with regard to prototype designs and the Reservation Service (including the website) to assure their compliance with Title III of the ADA; 3) revise its Brand Standards Manuals to include certain ADA requirements; and 4) provide additional ADA training to its employees and make such training available to its managed and franchised properties. In addition, before: 1) entering into a new franchise or management agreement to convert an existing Post-1993 Hotel to a Franchised Hotel or Managed Hotel; 2) renewing or extending for more than 6 months an existing franchise or management agreement (other than unilateral renewals or extensions by the other party to the agreement) for a Franchised Hotel or Managed Post-1993 Hotel; or 3) consenting to a change of ownership at a Franchised Hotel or Managed Post-1993 Hotel, HWI required the hotel owner to conduct a survey to determine whether the Managed or Franchised Hotel complies with the certain specific requirements of the ADA related to guest rooms and public parking. If the Hotel does not comply with those requirements, the hotel owner was required to develop a plan to make the Hotel compliant within a set period of time. HWI required certain architects' certifications related to newly constructed hotels. HWI agreed to pay the United States \$50,000 as part of the resolution of this matter. The term of the Consent Decree was 4 years from the Effective Date, and expired on March 30, 2015.

*In re: Online Travel Company (OTC) Hotel Booking Antitrust Litigation* (United States District Court, Northern District of Texas, Dallas Division, Case No. 3:12-MD-2405-B, Consol. Civil Action No. 3:12-cv-3515-B).

On February 26, 2013, 31 complaints originally filed in multiple federal courts from August 2012 to February 2013, brought against various online travel companies ("Online Retailers") and hotels, including HWI ("Hotels"), were consolidated for pretrial purposes, and all cases except *James Smith et al. v. Orbitz Worldwide, Inc. et al.* (United States District Court, Northern District of Texas, Dallas Division, Case No. CV-03515-B) were administratively dismissed. Plaintiffs, on behalf of all persons and entities who paid for a room at one of the Hotels reserved through one of the Online Retailers, generally alleged that they purchased hotel room reservations online directly from one of the Online Retailers, and that the Online Retailers conspired with the Hotels to enter into, maintain and/or enforce minimum resale price maintenance agreements in restraint of trade in violation of the Sherman Antitrust Act, 15 U.S.C. § 1 and state antitrust and consumer protection laws. Plaintiffs sought damages, other penalties as allowed by law, permanent injunctive relief, pre-judgment interest, costs of suit, reasonable attorneys' fees and other relief. Defendants filed a Motion to Dismiss on July 1, 2013, which the court granted without prejudice on February 18, 2014. Plaintiffs filed a motion for leave to amend on March 20, 2014. The Court entered an order denying Plaintiffs' motion for leave to amend, and dismissed the case with prejudice on October 28, 2014.

*Starwood Hotels & Resorts Worldwide, Inc. v. Hilton Hotels Corporation, Ross Klein and Amar Lalvani* (United States District Court, Southern District of New York, Case No. 09 CV 3862).

On or about April 16, 2009, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood") filed a complaint against HHC (which became HWI in December 2009) and two of its employees, Ross Klein and Amar Lalvani, both former Starwood employees. In its complaint, as amended on January 14, 2010, Starwood claimed that Messrs. Klein and Lalvani improperly misappropriated Starwood's confidential and proprietary information and ultimately used that information to develop the Denizen Hotel brand. Starwood asserted the following claims: (i) breach of contract against Messrs. Klein and Lalvani for alleged breach of separate non-solicitation, confidentiality and intellectual property agreements that they signed while employed by Starwood; (ii) tortious interference with contractual relations against HWI for allegedly inducing Messrs. Klein and Lalvani to breach their contracts with Starwood; (iii) fraud against Mr. Klein and aiding and abetting fraud against HWI and Mr. Lalvani; (iv) breach of fiduciary duty against Messrs. Klein and Lalvani and aiding and abetting breaches of fiduciary duty against HWI; (v) misappropriation of trade secrets, unfair competition, theft/conversion, unjust enrichment, and violation of the Computer Fraud and Abuse Act against all defendants; (vi) inducing breach of contract and tortious interference with contract against Messrs. Klein and Lalvani; (vii) fraud against HWI and Mr. Lalvani, and (viii) aiding and abetting fraud against Mr. Klein. Starwood sought preliminary and permanent injunctive relief, enjoining all defendants and their respective officers, agents and employees from: (i) using Starwood property and information, which it claims is proprietary, confidential and trade secrets; (ii) pursuing certain hotel owners in designated locations identified by Starwood or negotiating with investors with whom Starwood has current management contracts; (iii) "purging" from all material and websites information Starwood claims is proprietary, confidential and/or trade secrets and preliminary and permanent injunctive relief, enjoining all defendants and their respective officers, agents and employees from using such information; (iv) requiring HWI to make certain disclosures to property owners and industry professionals; (v) appointing a monitor or monitors over HWI's compliance with any injunctions; (vi) preliminarily and permanently enjoining HWI for a reasonable period of time from expanding its luxury and lifestyle brands; (vii) the destruction of all information relating to the launch and promotion of the Denizen Hotel brand; (viii) findings of contempt against all defendants and (ix) compensatory and punitive damages against all defendants. On April 23, 2009, the court entered a preliminary injunction, with the consent of all defendants, requiring that the defendants and anyone acting in concert with them: i) cease all development of the Denizen brand; ii) cease using any documents or information that originated from Starwood; and iii) return any such information to Starwood. In December 2010, the parties entered into a Settlement Agreement ("Agreement") resolving this action, in which HWI and Messrs. Klein and Lalvani consented to the entry of a court-ordered permanent injunction ("Injunction") enjoining the use or distribution of Starwood's proprietary, confidential or trade secret information, and imposing other restrictions on HWI's business activities in the lifestyle hotel or branded boutique space for 2 years. HWI made a \$75,000,000 cash payment to Starwood on December 31, 2010, and furnished other contingent guarantees and consideration to Starwood. The Agreement provided for mutual releases of the parties and the action was stayed during the term of the Injunction. The injunction expired on December 31, 2012, and the action was dismissed on January 30, 2013.

*Burgans Block, LLC v. Hilton Worldwide, Inc. Homewood Suites Franchise, LLC, HLT ESP Franchise, LLC, Hilton Franchise Holding, LLC, Patrick Speer and Jane Doe Speer*, WA Sup. Court, No. 11204275-2.

On October 13, 2011, Burgans Block, LLC, a prospective franchisee ("Burgans"), filed a Complaint against Hilton Worldwide, Inc., Homewood Suites Franchise, LLC, HLT ESP Franchise, LLC, Hilton Franchise Holding, LLC, Patrick Speer and Jane Doe Speer. Burgans alleged that it submitted to HLT ESP Franchise, LLC an application for a Home2 Suites Hotel along with \$50,000 for the Development

Services Fee. Further, Burgans alleged that it made handwritten notes on the materials submitted, stating that a portion of the Development Services Fee was refundable if Burgans and HLT ESP Franchise, LLC could not agree to the terms of a franchise agreement. At the alleged suggestion of Patrick Speer, an employee of HLT ESP Franchise, LLC, Burgans decided to move to a Homewood Suites Hotel and submitted to Homewood Suites Franchise, LLC a second application along with another Development Services Fee. On receipt of the Homewood Suites application, HLT ESP Franchise, LLC returned the application and Development Services Fee for the Home2 Hotel. Burgans and Homewood Suites Franchise, LLC did not reach an agreement on a final franchise agreement for the Homewood Suites Hotel and Burgans requested the return of the Development Services Fee for the Homewood Suites Hotel. Homewood Suites Franchise, LLC disputed that the Development Services Fee was refundable and Burgans filed suit, alleging violation of the Washington Franchise Investment Protection Act, unjust enrichment, negligent misrepresentation, conversion, violation of the Washington Consumer Protection Act, fraud, and breach of contract.

On November 29, 2011, Homewood Suites Franchise, LLC and Burgans entered into a settlement agreement under which Homewood Suites Franchise, LLC paid Burgans \$60,000 for a refund of the Development Services Fee and for attorneys' fees and costs incurred by Burgans. No other defendants paid any compensation to Burgans. At Burgans' request as required by the settlement agreement, the court dismissed the case with prejudice on December 29, 2011.

*Majestic Resorts, Inc. v. HPP Hotels USA, Inc. (f/k/a Conrad Hotels USA, Inc.), Hilton Hotels Corporation, and Conrad Hospitality, LLC* (JAMS Arbitration No. 1260000590).

On or about May 4, 2007, Majestic Resorts, Inc. ("Majestic") initiated an arbitration against HPP Hotels USA, Inc. (f/k/a Conrad Hotels USA) ("HPP Hotels"), HHC, and Conrad Hospitality LLC (collectively, "the Conrad Parties") asserting claims for breach of contract, breach of the duty of good faith and fair dealing, promissory estoppel, and intentional and/or negligent misrepresentation. The arbitration was filed after Conrad terminated the management agreement for a proposed Conrad condominium-hotel and Waldorf Astoria residences in Las Vegas when Majestic repeatedly failed to meet project development deadlines. On March 6, 2008 the arbitration panel issued a unanimous award in favor of the Conrad Parties and awarding the Conrad Parties \$1,154,601.28 in costs and attorneys' fees. The arbitration award was confirmed in its entirety on June 10, 2008 by the District Court of Clark County, Nevada, which also awarded the Conrad Parties their attorneys' fees incurred in confirming the award. Majestic appealed to the Nevada Supreme Court. On February 26, 2010, the Nevada Supreme Court affirmed the District Court's decision. The time for filing a rehearing has expired.

*U.S. v. Hilton Hotels Corporation, et al.* (United States District Court, District of Oregon, Case No. 70-310)

On or about May 12, 1970, the United States filed a civil complaint against HHC (among other defendants), alleging the violation of Section 1 of the Sherman Act consisting of engaging in a combination and conspiracy in restraint of trade by giving preferential treatment to hotel suppliers paying assessments to the Greater Portland Convention Association and by curtailing or threatening to curtail purchases of hotel supplies from hotel suppliers which did not pay assessments to the Greater Portland Convention Association. On or about November 29, 1971, pursuant to a stipulation filed October 26, 1971, the court entered a final judgment against HHC enjoining and restraining it from engaging in any agreement, understanding, combination, conspiracy or concert of action to give or promise to give preferential treatment in purchasing hotel supplies to any hotel suppliers, or to curtail or terminate or threaten to curtail or terminate the purchase of hotel supplies from any hotel suppliers. The order and injunction further restrained and enjoined HHC from engaging in activities which were the subject matter

of the Complaint in the action. This restraining order and injunction applied to HHC, its subsidiaries), and the officers and directors of HHC and its subsidiaries.

*Century Pacific, Inc. and Becker Enterprises, Inc. v. Hilton Hotels Corporation, Doubletree Corporation, and Red Lion Hotels, Inc.* (United States District Court, Southern District of New York, Case No. 03 CV 8258).

On or about October 17, 2003, two former franchisees of Red Lion Hotels, Inc. ("Red Lion") filed a complaint against HHC, Doubletree Corporation, and Red Lion asserting claims for violation of Sections 683 and 687 of the New York Franchise Act, common law fraud, negligent misrepresentation, and fraudulent omission, based on HHC's sale of Red Lion and the Red Lion brand to a third party. On April 21, 2004, the court dismissed the claims based on the New York Franchise Act. On April 4, 2005, the defendants filed a motion for summary judgment, which was heard on May 5, 2006. On May 10, 2006, the court granted defendants' motion to strike plaintiffs' jury demand. On October 16, 2007, the court granted defendants' motion for summary judgment and dismissed the plaintiffs' complaint in its entirety. One of the former franchisees subsequently agreed to waive its appeal in exchange for a dismissal of defendants' counterclaims against it and mutual releases of all known and unknown claims. On December 5, 2008, defendants entered into a settlement agreement with the other former franchisee under which (i) the parties stipulated to entry of a judgment under Rule 54(b) of the Federal Rules of Civil Procedure in favor of defendants on the former franchisee's claims, (ii) defendants' counterclaims were stayed pending disposition of the former franchisee's appeal on the summary judgment ruling, (iii) the parties stipulated to a \$400,000 judgment in favor of defendants, to be entered if the former franchisee does not prevail on its appeal, and (iv) the former franchisee placed \$300,000 into escrow to be either applied against the judgment or, if the former franchisee is successful on its appeal, returned to the former franchisee. The appellate court affirmed the judgment in favor of HHC on November 25, 2009.

#### **D. LITIGATION AGAINST FRANCHISEES BROUGHT IN 2018**

None.

#### **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5 INITIAL FEES**

##### **Franchise Application Fee**

All prospective franchisees must complete an Application for a System Hotel, whether for New Development, Conversion, Change of Ownership, or a Re-licensing situation. The current form Application is attached as Exhibit F. When you submit the Application to us for processing, you must also pay a Franchise Application Fee ("Franchise Application Fee"). The Franchise Application Fee for a New Development or Conversion is \$75,000 plus \$400 for each additional Guest Room over 150. If you increase the proposed number of Guest Rooms for the hotel after your Application is approved but before the hotel opens under the Brand, you must obtain our approval and pay any additional Franchise Application Fee owed. The Franchise Application Fee for a Re-licensing to the same owner is \$75,000. The Franchise Application Fee for a Change of Ownership is \$175,000.

Once we approve your Application, the Franchise Application Fee is non-refundable except as described in this Item 5. You must provide all the information we ask for in your Application. If we approve your Application before you supply all of the information, our approval will be conditioned on receiving the rest of the information within the time we specify. If you fail to provide the rest of the information within the specified time, we may terminate our offer. If we approve your Application subject to certain requirements, we may terminate our offer if you fail to meet those requirements. If we terminate our offer, we will not refund the Franchise Application Fee. If you withdraw your Application before we approve it, or if we deny your Application, we will refund the Franchise Application Fee, without interest, less a \$7,500 processing fee, which may be waived or reduced at our discretion. If your Application is for a Change of Ownership but the Change of Ownership does not occur, we will refund your Franchise Application Fee, without interest and less a \$7,500 processing fee. Under unique circumstances, we and our predecessor have occasionally agreed to give full or partial refunds or to credit the Franchise Application Fee toward the Franchise Application Fee of another application for the Brand if submitted and approved within 6 months or less. We are not obligated to do either.

We may occasionally elect to reduce the Franchise Application Fee after considering criteria which may include: incentives for the development of hotels within the System, a hotel's market position, the property size and the number of hotels in the System operated by a franchisee. We may occasionally negotiate the Franchise Application Fee for franchisees with whom we or our predecessor have previously dealt or in other unique circumstances. We are not obligated to reduce or negotiate the Franchise Application, even if you possess some or all of these characteristics. In 2018, franchisees paid Franchise Application Fees ranging from \$37,500 to \$112,600 for New Development or Conversion, and from \$7,500 to \$175,000 for Re-licensing or Change of Ownership.

If you are applying for a franchise for a hotel that was previously operated as a System Hotel, we may require, as a condition of approving your Application, that you pay outstanding royalties and other fees due under the prior franchise agreement relating to the System Hotel In addition to the Franchise Application Fee.

### **Product Improvement Plan**

If you want to convert an existing hotel to a Hampton Brand hotel or apply for a Change of Ownership or other Re-licensing of an existing Hampton Brand hotel, we charge an additional non-refundable fee of \$7,500 to prepare the product improvement plan ("PIP") for the 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 Franchise Application Fee, but we are not obligated to do so. If the hotel is under a PIP, you must participate in the Foundation Model of Revenue Management Consolidated Center ("RMCC") and pay the associated fee.

### **Renovation Roadmap Fee**

You must use our required Renovation Roadmap tool any time you begin a renovation or remodeling construction project at your Hotel. This computer based planning tool serves as a guide to all of our resources that will help you to facilitate the process, reduce any risk and inconvenience to your guests, and optimize post-construction ramp up of the Hotel. To use this tool you must pay a non-refundable software license fee of \$250.

### **Construction Extension Fee**

You must start construction at your hotel by the Construction Commencement Date ("CCD") specified on the Addendum to your Franchise Agreement. The CCD under a Franchise Agreement for New

Development is 15 months from the date we approve your Application. We establish CCDs for Conversions as well as for work on room additions on a project-by-project basis. Under the Franchise Agreement, your CCD will be extended by 30 days on a rolling basis without a fee unless we provide at least 60 days' notice to you that these automatic extensions will end. At that point, if you wish to request any further extension, you must submit a written request before the CCD, describing the status of the project and the reason for the requested extension. If we approve the extension, you must pay a \$10,000 extension fee, and we will set the new CCD and project milestone dates.

### **Renovation Work Completion Fee**

If you are converting your hotel, you must complete the renovation by the date specified as the renovation work completion date ("RWCD") on the Addendum to your Franchise Agreement. Under the Franchise Agreement, your RWCD will be extended by 30 days on a rolling basis without a fee unless we provide at least 60 days' notice to you that these automatic extensions will end. At that point, if you wish to request any further extension, you must submit a written request before the RWCD describing the status of the project and the reason for the requested extension. If we approve the extension, you must pay a \$10,000 extension fee, and we will set the new RWCD and project milestone dates.

### **Computer System Fees**

You must use our required business computer system, which we may periodically change. Currently, we require you to use "OnQ<sup>®</sup>," which connects System Hotels to Hilton's reservation offices and travel planners worldwide. OnQ is comprised of proprietary components for reservations, property management, revenue management, rate & inventory management, forecast management, learning management, and other components for the operation of the Hotel. The complete OnQ package currently includes hardware, software, installation, and support.

A portion of your Monthly Program Fee pays for the required standard hardware for OnQ. This hardware will be supplied by preferred providers, installed by our affiliate, HSS, and maintained by HSS or its agents. You must license the OnQ software from HSS because it is proprietary. You must pay HSS for the software, installation and configuration charges about 45 days before your hotel opens. We estimate that this will cost between \$34,000 and \$94,900, based on the size of the hotel and number of workstations. As an alternative, you may purchase or lease the required hardware from another (non-preferred) third-party vendor, but if you do you must pay for the cost of the hardware in addition to the Monthly Program Fee you pay to us, and you must pay HSS for its reasonable expenses in determining that the hardware conforms to our specifications. These computer system fees are not refundable.

You must update and upgrade ("refresh") the OnQ system at least every 3 years. We may also require you to refresh the OnQ system in connection with a Change of Ownership or Relicensing, when a new franchise agreement is signed. We anticipate that cost of this to be the same or less than the cost of the original installations (but not including any elements that were needed for the original installation only).

You must install our "Connected Room" system, which enables streaming media and permits guests to use their smart phones and other personal mobile devices to control their guest room television and other conveniences such as lighting and temperature using the Hilton Honors App. The Connected Room system is not part of the OnQ system but the total estimated cost per hotel is included within the total estimated OnQ cost ranges shown above.

You must pay \$1,000 for the preparation of a digital floor plan for your hotel. HSS will have the digital floor plan prepared by a local vendor. The floor plan will be used by us and our affiliates, including



Hilton Honors Worldwide, to allow Hilton Honors guests to choose their room from a map of the hotel and enable digital check-in. This fee is paid to HSS before the opening of your hotel, and is not refundable.

The costs shown above do not include certain costs payable to third parties in connection with the OnQ system. They also do not include costs payable to third parties in connection with our required Guest Internet Access system, or the costs of optional computer system components that we may recommend. All computer system costs are subject to change, and normally are not refundable. See Item 11 for a more detailed description of our required and recommended computer systems.

### **Training Program Fees**

We provide required training programs and materials that your general manager and other key personnel must complete before certification for opening a new Hampton Brand hotel. This training is required for new as well as existing hotels. We may charge you for the training services and materials. As of the date of this Disclosure Document, these costs range from \$5,000 to \$15,000. You must also bear the cost of wages, travel, lodging and other expenses of your general manager and any other trainees. Training program fees are not refundable.

### **Procurement and Services Fees**

If we or our affiliates furnish, supply, service or equip your hotel at your request before it opens, then you must pay or reimburse us or them for all costs incurred at your request, and related service fees. In particular, HSM negotiates with manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage equipment supplies, and certain hotel services at a discount. We recommend you purchase these items from HSM, as we specify, but you are not obligated to do so. If you choose to buy from HSM, it will invoice you for the cost of the products, plus freight, sales tax and other actual costs, plus a procurement fee that ranges 4% to 10% of the project cost. HSM may offer you a payment plan. These payment plans are agreed with each franchisee individually based on the type of project. Currently, HSM offers franchisees the ability to pay the project costs in 5 installments as follows: first – 5%, second – 5%, third – 10%, fourth – 45%, and fifth – 35% of the total. These percentages may be adjusted based on the project's timeline. Payment dates are also based on the project's timeline. Payments are due in 30 days. The interest rate for late payments is 18.5% per year, compounded daily. Change orders must be paid in full, either in advance or with the next installment due.

### **Miscellaneous Services**

We, our parents and/or our affiliates may periodically offer you additional services. These could include additional training for you and your employees, assistance in recruiting various types of employees, and other services and programs. Most of these services and programs will be optional, but some, including systems upgrades and changes in System standards, which may require additional mandatory training or participation in additional programs, may be mandatory.

**ITEM 6  
OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
<b>General</b>			
Monthly Royalty Fee	6% of Gross Rooms Revenue.	Payable monthly by the 15 <sup>th</sup> day of the following month.	See Note 1.
Monthly Program Fee	4% of Gross Rooms Revenue.	Payable monthly by the 15 <sup>th</sup> day of the following month.	We may change the Monthly Program Fee. See Notes 1 and 2.
Room Addition Fee	Currently, \$400 per guest room or suite, multiplied by the number of additional guest rooms.	Due with Application for approval.	If you add or construct additional guest rooms at the hotel at any time after you open the hotel under the Brand, you must pay us a Room Addition Fee and sign an amendment to the Franchise Agreement. The fee is non-refundable once we approve your Application.
<b>Computer System Fees</b>			
OnQ Additional Rooms Fees	Currently, \$120 per additional guest room/suite.	When additional guest room/suites are completed.	If you add or construct additional guest rooms at the Hotel at any time after you sign the Franchise Agreement, you must pay Hilton or HSS the then current per guest room/suite software license fee charged to System Hotels multiplied by the number of additional guest rooms.
OnQ Connectivity Fees	Currently, between \$590 and \$1,260 per month.	Payable Monthly by the 15 <sup>th</sup> day of the following month.	Fee is determined by the number of workstations and other OnQ equipment at your Hotel.
OnQ Interface Fees	Currently, \$1,000 per additional interface.	As agreed.	Payable if you add an additional OnQ interface after Hotel opening.
OnQ Maintenance Support Fees	Currently, \$600 to \$1,600 per month.	Payable Monthly by the 15 <sup>th</sup> day of the following month.	This cost is determined by the number of workstations and other OnQ equipment at your Hotel. This range also includes the maintenance and support cost for the Connected Room system.
OnQ Email Fees	Currently, \$7.92 per user per month and \$12.50 per month for delivery to mobile devices.	Billed quarterly.	We pay for the cost of 3 email accounts and you pay for all additional email accounts billed to the Hotel.
Delphi Sales and Events System	Currently, \$798 per user per year.	Billed annually.	These license and maintenance fees are paid to HSS, which are passed-through to the vendor less a mark-up to recover certain costs. See Item 11 for details.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
<b>Guest Assistance and Quality Assurance Programs</b>			
Guest Assistance Program: Customer Satisfaction Guarantee	Currently, \$300 per handled transaction for Hilton Honors Diamond members, \$250 per handled transaction for Hilton Honors Gold members, and \$200 per handled transaction for all other guests.	Within 48 hours of receipt of invoice.	Payable to resolve guest complaints. Our Guest Assistance Agent may offer the guest a cash refund (up to the full cost of the customer's stay), Hilton Honors point rebate, Hilton gift cards or complimentary return stay to resolve the complaint to the customer's satisfaction. You are billed the cost of the rebate plus the handling fee. We may change the maximum guest rebate amount or increase the handling fee.
Guest Assistance Program: Price Match Guarantee	Hotels must honor a 25% discount off the lower rate on all approved claims.	When the stay is consumed.	The discount applies if a guest finds a lower qualifying rate for a qualified booking at your hotel. After the Guest Assistance Department confirms the lower rate is available for booking through a third-party channel, the claim is approved and the rate is adjusted.
Guest Assistance Program: First Contact Resolution	Currently, \$15 administrative fee.	Within 10 days of billing.	Payable if more than 5 files are created in a month by Guest Assistance to resolve guest complaints about products, services or cleanliness. You must pay the cost of any compensation we provide to any guest to resolve the complaint, even if the fee does not apply.
Guest Assistance Program: Online Complaints	\$25 per complaint administrative fee.	As invoiced.	If a hotel does not respond to a guest complaint or negative comment on certain designated websites or social media platforms within 24 hours, Guest Assistance will respond to the guest and this fee will be due. This program and fee are subject to change.
Quality Assurance Re-evaluation Fee	Currently, \$460 to \$2,750 per re-evaluation visit.	Within 10 days of billing.	Payable each time we conduct an on-site quality assurance evaluation after your hotel has failed the previous quality assurance evaluation. The cost will be determined at \$10 per available room and capped at \$2,750. You must also provide complimentary lodgings for the quality assurance auditor during the evaluation.
Quality Assurance Special Re-evaluation Fee	Currently, \$2,750 per re-evaluation visit.	Within 10 days of billing.	Payable each time we conduct a special on-site quality assurance evaluation ("Special"). We may conduct a Special: (a) to verify a default has been cured; (b) to verify that a PIP has been completed; (c) any time after your Hotel has failed two quality assurance evaluations in any calendar year; (d) if your Hotel fails its opening inspection; or (e) if your Hotel fails its previous Special. You must also provide complimentary lodgings for the

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			quality assurance auditor during the evaluation.
Quality Improvement Program for Failure to Meet Minimum Performance Standards	Currently: (1) \$495 per month; and (2) a 1-time fee of \$3,950 to \$4,950	Within 10 days of billing.	If your hotel is issued a Brand notice of failure to meet minimum performance standards, your hotel must participate in the following services for a period of at least 12 months: (1) Customer Feedback Monitoring Service, and (2) Gallup Q12 Team Member Survey and Coaching.
<b>Conferences and Training</b>			
Brand Conference	Currently, \$1,500 per attendee.	Before attendance.	Your general manager must attend the Brand conference, which is usually held biennially. We select the dates, location and duration of the Brand conference, which will vary from year to year.
General Manager Training	Currently, \$1,550 per attendee.	Before attendance.	Your general manager must attend this virtual learning program.
Sales Skills Training	Currently, \$1,000 per attendee.	Before attendance.	Sales Professionals or a designated representative must complete this virtual learning program.
Training Programs and Training Materials	Varies from \$0 to \$5,000 per attendee per program.	Before class or material delivery.	In some cases, you must pay wages, travel, lodging and other miscellaneous expenses of your attendees, or the expenses of our trainers. Some training programs are mandatory and other training programs are optional. See Item 11.
Pre-Opening Kit	Currently, \$1,800 per hotel.	As invoiced.	The Pre-Opening Kit includes startup materials that are sent to the Hotel at approval, at start of construction, and before initial operations consultation.
<b>Frequent Customer, Affiliation and Distribution Programs</b>			
AAA/CAA Discounts & Rewards Program	Currently, \$0.30 per available room.	Billed annually on DS/TAC invoice by second quarter.	Payable for American Automobile Association and Canada Automobile Association approved hotels.
AAA/CAA Discounts & Rewards Program: Member Direct	Currently, 10% commission.	If invoiced, within 15 days. If through Automated Clearing House ("ACH"), by the 12 <sup>th</sup> business day of each month	Payable for each consumed stay booked through the dedicated AAA/CAA "member-direct" line at Hilton Reservations & Customer Care ("HRCC").
AARP Program	Currently, \$0.30 per available room.	Billed annually on DS/TAC invoice by second quarter.	Payable for participation in the American Association of Retired Persons (AARP) program.
AARP Program Commission	Currently, 10% commission.	If invoiced, within 15 days. If through ACH, by the 12 <sup>th</sup>	Payable for each consumed stay booked through a valid Travel Agency using the AARP rate code.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
		business day of each month.	
EDGE Program	Currently, 4.25% for each commissionable reservation, in addition to any other applicable reservation fees. We may increase this fee but it will not exceed \$200 per stay.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of the month.	EDGE combines ecommerce and Demand Generation. We pay major search engines, ad networks, and direct referral partners to place listings in “sponsored search” results and other online channels. Consumers who click on our sponsored search are referred to brand.com. If the consumer books a hotel on brand.com and completes a stay, you pay a commission to us for that booking.
Hilton Advance Program	Currently, 1.35% of eligible Digital Direct Revenue, not to exceed \$30 per stay.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of the month.	We anticipate that this program will replace the EDGE Program. It is intended to help drive bookings through Hilton's online direct booking channels using lower-funnel marketing activities, search engine optimization, social media platforms, and other methods. Digital Direct Revenue is all Gross Rooms Revenue from bookings made through our online direct booking channels such as Hilton websites and mobile apps. See Note 1.
FastPay (Centralized Group Meeting Payment Program)	Currently, \$0.18 per transaction and a support fee of \$0.42 per transaction, plus the applicable commission. If we increase these fees, the combined total will not exceed \$1.40 per transaction, plus commission.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of each month.	This required program centralizes and automates third-party group and meeting planner commissions into one payment for all participating hotels. It may also perform reconciliation services for these payments. We may determine the items that are commissionable, the third parties eligible to be paid, and the commission percentage(s) paid through this program, all of which are subject to change based on market conditions and other factors.
Group Preferred Partnership Program	Currently, \$1.25 per transaction, plus the applicable commission. If we increase this fee, it will not exceed \$2.50 per transaction, plus commission.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of each month.	This optional program provides additional access to select top group intermediary customers, including participation in marketing and promotions designed to drive incremental business.
Frequent Traveler/Guest Reward Program	Currently, 4.9% of total eligible guest folio. This fee is waived for stays in which the guest is enrolled on-property in Hilton Honors.	10 days after billing.	You must participate in any brand specific or System-wide guest frequency or reward program. Currently, you must participate in Hilton Honors. These programs are subject to change. See Note 3.
Hilton Honors Event Planner Bonus Program	Currently, \$0.005 per Hilton Honors bonus point awarded.	As incurred.	This is an optional commercial incentive program. It enables hotels to award Hilton Honors bonus points to an event planner for a group booking (or as otherwise specified in the group booking contract) in addition to points earned by individual guests in the group. Hotels must opt-in

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			during an annual enrollment period to participate. New hotels may enroll on opening. We may make this program required in the future. Fees and program terms are subject to change.
Hilton Plus Program	Currently, \$0.18 transaction fee applies to all bookings through Hilton Plus. This fee applies to no-show, canceled, commissionable and non-commissionable reservations. Hotel is billed 10% commission on the consumed hotel revenue.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of each month.	The Hilton Plus Program is mandatory for all hotels in the System and gives the hotel the ability to sell vacation packages, combining rooms, air, car, and other travel components. Only the hotel room revenue component associated with a Hilton Plus package consumed sale is commissionable to the Packaging Technology Provider. Hotel receives 25% credit on the positive gross margin generated from the non-hotel components of the Hilton Plus Package.
Third-Party Reservation Charges	Currently, up to \$5.45 per stay.	If invoiced, within 15 days of billing. If ACH, on the 20 <sup>th</sup> day of each month.	Currently includes the costs and fees incurred in connection with Third-Party Reservation systems, such as GDS, airline reservation services, internet and other service reservation providers for using their distribution system for reservations. Certain Third-Party Reservation services may not be subject to this fee.
Travel Planner Centralized Payment Program ("TPCP")	Currently, up to 10% commission and \$0.18 per transaction processing charge.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of each month.	Participation is mandatory. TPCP consolidates all commissionable consumed travel planner bookings and remits one payment per agency. Commission is payable on the total room rate and other commissionable charges, and transaction charge is payable on commissionable and non-commissionable reservations, no-shows and cancellations.
Unlimited Rewards Travel Counselor Incentive and Loyalty Program	Weekday stay (Monday - Thursday nights) = \$0.71; Weekend stay (with 1 Fri/Sat/Sun night) = \$1.42; Weekend stay (with 2 Fri/Sat/Sun nights) = \$2.13. For Double Dollars, these amounts increase to \$1.42, \$2.63, and \$3.84, respectively.	If invoiced, within 15 days of billing. If through ACH, on the 12 <sup>th</sup> business day of each month.	Mandatory participation for all hotels participating in the TPCP program. These funds are remitted to Avis Budget. A portion is paid to the travel planner and Avis Budget retains the remaining amount as a processing fee.
<b>Transfers, Re-licensing and Financing</b>			
Change of Ownership Application Fee	Currently, \$175,000.	With Application	Payable for any proposed transfer that does not qualify as a Permitted Transfer.
Permitted Transfer Processing Fee	Currently, \$5,000.	When you submit a request for our approval	Payable for any proposed Permitted Transfer that requires our consent. We will waive this fee for 1 Permitted Transfer before the Opening Date.
Re-licensing Application Fee	Currently, \$75,000.	With Application	Payable for Re-licensing to an existing franchisee.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Lender Comfort Letter Processing Fee	Currently, \$3,000.	Before we issue a Lender Comfort Letter	We will only issue a Lender Comfort Letter if you request it.
Public Offering or Private Placement Processing Fee	Currently, \$5,000.	When you submit a request for our approval	You must pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.
<b>Management Fees</b>			
Management Fees	Fees will be established by mutual agreement.	As incurred.	Payable if you enter into a management agreement with us or our affiliate. You may hire an outside management company with our approval.
<b>Remedies and Damages</b>			
Actual Damages Under Special Circumstances	Varies.	On demand.	Payable under certain circumstances for the termination of your Franchise Agreement.
Audit	Actual deficiency plus interest.	On demand.	Payable if audit reveals that you understated or underpaid any payment due us which is not fully offset by overpayments. If audit reveals that underpayment is willful or for 5% or more of the total amount owed for the period being inspected, you must also reimburse us for all inspection and audit costs.
Default Remedies	Reimbursement of all of our expenses.	As incurred.	Our expenses may include attorneys' fees, court costs, and other expenses reasonably incurred to protect us and the Entities or to remedy your default.
Indemnification	Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at your hotel.	As incurred.	You must reimburse us for all expenses including attorneys' fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Franchise Agreement. You must also defend us, Hilton Worldwide, and each of such entities' current and/or future subsidiaries, and affiliates and any of their officers, directors, employees, agents, successors and assigns.
Insurance	Actual amount.	On demand.	Payable if you do not obtain or maintain the required insurance or policy limits described in the Manual, and we choose to obtain and maintain the insurance for you
Liquidated Damages for Unauthorized Opening	\$5,000 per day that your hotel is open without authorization.	On demand.	Payable if you open before we give you written authorization to open, plus our costs, including attorneys' fees.
Liquidated Damages for Pre-Opening Termination	The System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Franchise Agreement: (1) before you begin Hotel Work and you or a Guarantor enter into an agreement for, or begin the construction or operation of, another hotel at the site within 1 year after termination; or (2) after you begin the Hotel Work but before you open

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			(unless excused by Force Majeure). See Note 4.
Liquidated Damages for Post-Opening Termination	The greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by 60; or (b) the System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Franchise Agreement on or after the Opening Date but before the 2 <sup>nd</sup> anniversary of the Opening Date. See Note 4.
	The Hotel's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate after the 2 <sup>nd</sup> anniversary of the Opening Date but before the final 60 calendar months of the Term. See Note 4.
	The Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.	On demand.	Payable if we terminate the Franchise Agreement within the last 60 months of the Term. See Note 4.
Service Charges for Overdue Payments	1.5% per month or highest percentage permissible by law, whichever is less.	On demand.	Payable if you do not make any payment to us or our affiliates when due.
Taxes	Actual amount.	On demand.	Payable if any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Franchise Agreement.
Identity, Sales, and Distribution Non-Compliance Fee	Currently, \$500 per instance.	On demand.	This cost-recovery fee is payable if your Hotel fails to comply with the Identity, Sales, and Distribution Brand Standards.
Franchise Agreement Non-Compliance Fee	1% of Gross Rooms Revenue.	On demand.	This charge will apply each month in which you fail to comply with the Franchise Agreement. See Notes 1 and 5.
<b>Miscellaneous Services and Programs</b>			
Consultation and Service Fees	Set by us on a project-by-project basis.	When we request.	Payable if we make consultation and/or other voluntary services available to you on request.
Consortia Program	Currently, \$2.70 for each consumed night booked under the Consortia "parity" rate, plus applicable commission.	If invoiced, within 15 days. If ACH, the 12 <sup>th</sup> business day of each month.	You must participate in BOTH or NEITHER of the Consortia Program and the TMC Pay-On-All-Pay-For Performance Program. The list of participating travel agency accounts can and will vary depending on negotiations with accounts. We pay a portion of the fee directly to the travel agency account; the remainder is used to fund marketing efforts with travel agency accounts and as a processing charge.



TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
TMC Pay-On-All-Pay-For Performance Program	Currently, \$1.03 plus up to 10% commission or fee, where applicable, for each consumed night booked by a TMC travel agency. If we increase this fee, it will not exceed \$1.15, plus commission.	If invoiced, within 15 days. If ACH, the 12 <sup>th</sup> business day of each month.	You must participate in BOTH or NEITHER of the Consortia Program and the TMC Pay-On-All-Pay-For Performance Program. The list of participating travel agency accounts can and will vary depending on negotiations with accounts. We pay a portion of the fee directly to the TMC; the remainder is used to fund marketing efforts with the TMC and as a processing charge.
FedRooms Program/	Currently, 2.75% of room revenue – for each consumed stay booked under the program SRP.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 <sup>th</sup> of the month.	This is a government and military travel program. You are not required to participate. We pay the entire fee to FedRooms.
CWTSatoTravel Program	Currently, \$2.70 for each consumed night booked under the program SRP, and standard travel agency commissions ranging from 8% to 10%.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 <sup>th</sup> of the month.	This is a government and military travel program. You are not required to participate. We pay a portion of the fee to CWTSatoTravel. The remainder is used to fund marketing efforts with CWTSatoTravel and as a processing charge.
DOD Preferred Program	Currently, 2.75% of room revenue for each consumed stay booked under the program SRP.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 <sup>th</sup> of the month.	This is a government and military travel program that may be offered to you in the future. If offered, you are not required to participate. We pay the entire fee to DOD Preferred.
Omega World Travel Government/ Consortia Programs	Currently, \$2.70 for each consumed night booked under the programs' SRPs, and standard travel agency commissions ranging from 8% to 10%.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 <sup>th</sup> of each month.	Payable if you participate in either of these programs. We pay a portion of the fee directly to Omega World Travel in lieu of annual participation fees. The remainder is used to fund training and marketing directed at the agents booking hotels.
ADTRAV Government Pay for Performance Fee	Currently, \$2.70 for each consumed night booked under the program SRP, and standard travel agency commissions ranging from 8% to 10%.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 <sup>th</sup> of each month.	Payable if you participate. We pay a portion of the fee directly to ADTRAV in lieu of "up-front" annual participation fees for preferred status. The remainder is used to pay for training and marketing directed at the agents booking hotels.
ResMax Program	Currently, 4.47% to 5% of consumed revenue from ResMax booking. Rate varies due to type of booking, length of stay, and other factors.	As required by us or our affiliate.	ResMax with Auto Attendant provides additional reservation call handling services by automatically transferring reservation calls to a ResMax sales specialist. ResMax is an optional service, but may be required in certain circumstances. If your hotel is not enrolled in ResMax and accepts a referral, we may charge you a fee of up to 5% of consumed

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			revenue from the ResMax booking. See Note 6.
Revenue Management Consolidated Center ("RMCC")	Currently, a registration fee of \$800 plus \$500 to \$6,000 per month, depending on the Model. The Models include:  Foundation Model one-time fee of \$1,499.  Standard Model \$1,145 per month.  Premier Model \$3,600 to \$6,000 per month.  Lead Management Services \$1,030 to \$1,395 per month.	Within 10 days of billing.	Payable if you enroll in this optional, supplemental service. However, RMCC may be required in certain circumstances. See Note 7.
Procurement and Services Fees	Currently, 4% to 10% of project cost.	Within 10 days of billing.	Payable if you buy from HSM, in addition to the product cost, freight, taxes and other actual costs incurred by HSM.
Renovation Roadmap	Currently, \$250.	As incurred.	You must use this tool any time you begin a renovation or remodeling construction project at your Hotel.

\* Unless otherwise indicated, all fees described in this Item 6 are payable to, and imposed by, us or our affiliates and are non-refundable. Other than the Monthly Royalty Fee and liquidated damages, all fees are subject to change.

### NOTES

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

"Mandatory Guest Fee" means any separate fee that a patron or guest is charged for in addition to the base room rate for a guest room, including but not limited to resort fees, facility fees, destination fees, amenity fees, urban destination fees, or any other similar fee. Mandatory Guest Fees do not include employee gratuities, state or local mandatory taxes, and other tax-like fees and assessments that are levied on a stay, as determined by us, that are passed through to a third party (such as tourism public improvement district fees, tourism or improvement assessments, and convention center fees).

If there is a fire or other insured casualty at your hotel that results in a reduction of Gross Rooms Revenue, the Monthly Program and Monthly Royalty Fees will be equal to the Monthly Program and Monthly Royalty forecasted on the basis of the Gross Rooms Revenue amount you agree on with your insurer(s). However, we have the right to participate with you in negotiating the value of your Gross Rooms Revenue claim with your insurer(s). We can require you to transmit all payments required under the Franchise Agreement by wire transfer or other form of electronic funds transfer. You must bear all costs of wire transfer or other form of electronic funds transfer.

If you are an existing franchisee under a Franchise Agreement executed before April 1, 2005, and we chose to relicense your hotel (and the re-licensing does not involve a Change of Ownership), then we will freeze the Monthly Royalty Fee at 4% of Gross Rooms Revenue for the period from execution of the new Franchise Agreement through the 25<sup>th</sup> anniversary of the date the hotel first began operating as a System Hotel. After the 25<sup>th</sup> anniversary of the date the hotel first began operating as a System Hotel, the Monthly Royalty Fee will increase to the standard Monthly Royalty Fee rate in effect when the new Franchise Agreement was executed.

We occasionally reduce the Monthly Royalty Fee for multi-unit or more experienced franchisees, for franchisees with whom we have previously dealt, for conversions, or for franchisees in other unique circumstances. However, we do not always do so and may choose not to reduce your Monthly Royalty Fee, even if you possess some or all of these characteristics. We agreed to modify the Monthly Royalty Fee in 53 instances during 2018.

2. We may periodically offer qualifying franchisees incentive programs that may reduce the Monthly Program Fee, but never less than 3.5%. We may change the Monthly Program Fee rate system-wide at any time but the Monthly Program Fee rate will not exceed the current rate plus 1% of Gross Rooms Revenue over the term of the Franchise Agreement. The Monthly Program Fee pays for various programs to benefit the System, including (i) advertising, promotion, publicity, public relations, market research, and other marketing programs, (ii) developing and maintaining directories and Internet sites for System Hotels; (iii) developing and maintaining the Reservation Service systems and support; (iv) quality assurance programs; and (v) administrative costs and overhead related to the administration or direction of these projects and programs. We may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions periodically offered by us or Hilton Worldwide in which you voluntarily choose to participate. These fees also do not cover the cost of operating the hotel in accordance with the Standards or the Manual.

3. You must participate in, and pay all charges related to, our marketing programs not covered by Monthly Program Fees, and all guest frequency programs we require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest when the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. We and our affiliates' other hotel brands may also participate in these programs. These programs are subject to change. You pay your share of the costs of the programs.

Currently, these programs include the Hilton Honors™ guest reward program operated by Hilton Honors Worldwide, and airline and rental car company frequent user programs in which Hilton participates. The Hilton Honors™ guest reward program was originally called "Hilton HHonors®" and changed its name to Hilton Honors™ in February 2017.

Hilton Honors members may accumulate Hilton Honors points with most stays for all eligible dollars spent at participating Hilton Honors hotels. Hilton Honors members can obtain frequent flyer mileage credit in 1 participating airline's frequent flyer program per stay with most stays at participating Hilton Honors hotels. Hilton Honors members may earn both points and frequent flyer mileage credit for the same stay at participating hotels. Hilton Honors members may also earn additional points for using Hilton Honors car rental and/or other partners in conjunction with a stay and may periodically earn additional point and/or mileage bonuses through promotional activity. The only room rates that are not eligible for Hilton Honors point and/or mileage earnings are wholesale/tour operator packages, contracted airline crew rates, complimentary or barter rooms, stays on NET Group/Series Group/IT Group rates, contracted Entertainment or Encore rates, stays using airline percent-off award certificates, stays that are booked via third-party websites other than the websites of Hilton Honors airline partners. Hilton Honors members may redeem their accumulated points for discounted and free hotel room nights and other rewards. Terms of the Hilton Honors program are subject to change. Pricing is subject to change and is reviewed annually.

These basic program fees are assessed on any stay for which a guest (a) earns Hilton Honors points or (b) earns both Hilton Honors points and airline mileage credit. Additional Hilton Honors bonus points that members earn as a result of promotions that your hotel agrees to participate in will result in an additional fee payable by your hotel based on a set cost per point or a percentage of the eligible guest folio, depending on the type of promotion. Similarly, bonus airline mileage credit that guests earn as a result of promotions that your hotel agrees to participate in will result in an additional fee payable by your hotel – amount varies by participating airline partner program. All program costs are subject to change.

In addition to the basic program fees outlined above, hotels are also responsible for the cost of certain guest amenities provided to Hilton Honors members. Hotels must allocate a certain percentage of rooms inventory for free night reward redemption by Hilton Honors members as specified by the Hilton Honors program. Hotels will be reimbursed for these reward redemptions on the same basis as other similarly situated participating hotels as specified by the Hilton Honors program.

4. The term “Hotel’s Average Monthly Royalty Fees” means: (a) if the Hotel has been operating for at least 24 months, the amount of all Monthly Royalty Fees due under the Franchise Agreement for the 24 month period before the month of termination divided by 24; and (b) if the Hotel has not been operating for at least 24 months, the amount of all Monthly Royalty Fees due under the Franchise Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date. Any percentage fee discounts (including fee ramps) are excluded from the calculation of Hotel’s Average Monthly Royalty Fees.

The term “System’s Average Monthly Royalty Fees” means the average Monthly Royalty Fees per Guest Room owed to us by all System Hotels in operation in the United States over the 12 full calendar month period immediately preceding the month of termination, multiplied by the number of approved Guest Rooms at the Hotel. Any percentage fee discounts (including fee ramps) are excluded from the calculation of System’s Average Monthly Royalty Fees. For the avoidance of doubt, any System Hotel that has not been in operation for at least 12 full calendar months immediately preceding the month of termination is not included in determining the System’s Average Monthly Royalty Fees.

5. If your Hotel is not in compliance with the Franchise Agreement, including failing to meet our quality assurance Standards or failing to complete a PIP by the required date, we may charge a Non-Compliance Fee for each month in which the non-compliance occurred or continued for one or more days, to compensate us for damage to the Brand’s reputation and for the additional work caused by your non-compliance. This fee is in addition to any other applicable fees.

6. ResMax is optional unless you are opening a new hotel or undergoing a Change of Ownership, and: (a) you are a first-time franchise owner; (b) this will be your first franchise under the Brand; or (c) if your management company is new to the Brand. ResMax also may be required in certain circumstances based on hotel performance. The program terms, eligibility, and fees are subject to change.

7. RMCC provides revenue management analysis, strategy, lead management, and coaching services to franchisees. RMCC offers different levels of service based on tiered Models. RMCC is optional except in the following circumstances: (a) the Foundation Model is required if a PIP is required for your hotel; (b) the Standard Service Model is required if you are a first-time franchise owner, you are building a new construction hotel, your hotel will be your first Hampton Inn franchise, or if you change your General Manager; and (c) the Premier Model is required if you project your hotel to generate (or it does generate) over \$8 million in annual gross room revenue, or if we determine it is in a dynamic market with a complex mix of business and a need for forecasting support. RMCC programs and fees are subject to change.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT HAMPTON INN (80 ROOMS)

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Franchise Application Fee Note 1	\$75,000	Lump Sum	With Franchise Application	Us
Product Improvement Plan Note 2	\$0 to \$7,500	Lump Sum	Before preparation	Us
Market Study Note 3	Varies	As arranged	As arranged	Supplier
Environmental Assessment Note 4	Varies	As Arranged	As arranged	Seller
Real Property Note 5	Varies	As Incurred	As Incurred	Suppliers
Construction and Leasehold Improvements Note 6 and 7	\$5,500,000 to \$10,000,000	As Incurred	As Incurred	Suppliers
Design and Engineering Fees	\$150,000 to \$400,000	As Incurred	As Incurred	Suppliers
Furniture, Fixtures and Equipment Note 8	\$725,000 to \$1,750,000	As Incurred	As Incurred	Suppliers
Inventory and Operating Equipment Note 9	\$80,000 to \$200,000	As Arranged	Before Opening	Suppliers
Signage Note 10	\$15,600 to \$75,000	As Incurred	As Incurred	Suppliers
Computer Hardware and Software Notes 11, 12	\$37,200 to \$115,000	Cash, Check or Wire Transfer	45 days before opening	Affiliates and Suppliers

Guest Internet Access Program Note 11	\$45,000 to \$71,000	Cash, Check or Wire Transfer	45 days before opening	Suppliers
Delphi Sales and Events System Note 11	\$2,500 to \$15,000	As required	As incurred	Supplier
Required Pre-Opening Training Note 13	\$5,000 to \$15,000	As Incurred	As Incurred	Affiliates and Suppliers
ADA Consultant Fee Note 14	\$2,500 to \$10,000	Lump Sum	As Arranged	Us or a Supplier
Construction/Renovation Extension Fees Note 15	\$0 to \$10,000	Lump Sum	When requested	Us
Insurance Note 16	Varies	As Required	As Required	Agent/Insurer
Organizational Expense Note 17	\$50,000 to \$103,000	As Agreed	As Agreed	Accountant Attorney
Permits, Licenses and Governmental Fees Note 18	\$75,000 to \$150,000	As Arranged	Before Opening	Suppliers
Miscellaneous Pre-Opening and Project Management Expenses Note 19	\$150,000 to \$425,000	As Incurred	As Incurred	Suppliers
Contingencies Note 20	\$550,000 to \$1,000,000	As Incurred	As Agreed	Suppliers
Additional Funds Note 21	\$200,000 to \$400,000	As Incurred	As Incurred	Suppliers
Other Required Pre-opening Services Fees Note 22	\$0	Not applicable	Not applicable	Not applicable
<b>TOTAL</b> Note 23	<b>\$7,662,800 to \$14,821,500</b> THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

**YOUR ESTIMATED INITIAL INVESTMENT  
HAMPTON INN & SUITES (101 ROOMS)**

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Franchise Application Fee Note 1	\$75,000	Lump Sum	With Franchise Application	Us
Product Improvement Plan Note 2	\$0 to \$7,500	Lump Sum	Before preparation	Us

Market Study Note 3	Varies	As arranged	As arranged	Supplier
Environmental Assessment Note 4	Varies	As Arranged	As arranged	Seller
Real Property Note 5	Varies	As Incurred	As Incurred	Suppliers
Construction and Leasehold Improvements Note 6 and 7	\$6,500,000 to \$14,000,000	As Incurred	As Incurred	Suppliers
Design and Engineering Fees	\$200,000 to \$550,000	As Incurred	As Incurred	Suppliers
Furniture, Fixtures and Equipment Note 8	\$1,200,000 to \$2,250,000	As Incurred	As Incurred	Suppliers
Inventory and Operating Equipment Note 9	\$90,000 to \$200,000	As Arranged	Before Opening	Suppliers
Signage Note 10	\$16,500 to \$80,000	As Incurred	As Incurred	Suppliers
Computer Hardware and Software Notes 11 and 12	\$37,200 to \$115,000	Cash, Check or Wire Transfer	45 days before opening	Affiliates and Suppliers
Guest Internet Access Program Note 11	\$58,300 to \$94,000	Cash, Check or Wire Transfer	45 days before opening	Supplier
Delphi Sales and Events System Note 11	\$2,500 to \$15,000	As required	As incurred	Supplier
Required Pre-Opening Training Note 13	\$5,000 to \$15,000	As Incurred	As Incurred	Affiliates and Suppliers
ADA Consultant Fee Note 14	\$2,500 to \$10,000	Lump Sum	As Arranged	Us or a Supplier
Construction/Renovation Extension Fees Note 15	\$0 to \$10,000	Lump Sum	When requested	Us
Insurance Note 16	Varies	As Required	As Required	Agent/Insurer
Organizational Expense Note 17	\$50,000 to \$110,000	As Agreed	As Agreed	Accountant Attorney
Permits, Licenses and Governmental Fees Note 18	\$100,000 to \$200,000	As Arranged	Before Opening	Suppliers
Miscellaneous Pre- Opening and Project Management Expenses Note 19	\$175,000 to \$575,000	As Incurred	As Incurred	Suppliers
Contingencies Note 20	\$650,000 to \$1,400,000	As Incurred	As Agreed	Suppliers
Additional Funds Note 21	\$200,000 to \$600,000	As Incurred	As Incurred	Suppliers
Other Required Pre- opening Services Fees Note 22	\$0	As incurred	Before opening	Us

<b>TOTAL</b> Note 23	<b>\$9,362,000 to \$20,306,500</b> THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COSTS OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.
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## NOTES

1. See Item 5 for additional information about the Franchise Application Fee. The Franchise Application Fee in the table is calculated based on the room count shown in this table.
2. If you apply to convert an existing hotel to a System hotel or apply for a Change of Ownership or other Re-Licensing, we may charge a PIP fee.
3. For all new System hotels, we recommend and may require a market study from a nationally recognized independent firm which discusses the competition for your proposed hotel, together with a minimum 5-year operating pro forma from you, based on the market study, showing your anticipated operating results. While we do not require prospective franchisees who are converting existing hotels to obtain a market study, occasionally we may encourage a prospective franchisee to commission a market study to evaluate the economic consequences of conversion. Our acceptance of the market study with a pro forma is not a financial performance representation on our part or a ratification of the projections performed by the consultant.
4. Before you purchase the land, you should, at a minimum, consider obtaining an environmental assessment to determine the environmental condition of the land. Based on this report, additional investigations and tests may be necessary before you make your purchase decision. Many lenders will require an environmental assessment report before lending purchase money.
5. These estimates do not include the cost of the real property due to wide variations in costs among geographic areas and at different sites. The cost of land for a hotel varies depending on location, size, market prices in the area, accessibility, and special assessments, among other factors. If you are converting an existing hotel that you already own or lease, you may have no additional real property costs.
6. We have estimated these costs based on an 80-room Hampton Inn hotel and a 101-room Hampton Inn & Suites hotel with a mix of 69 rooms and 32 studio suites.
7. These estimates relate to a hotel with the elements we require (food and beverage, recreational, and other facilities as applicable). These estimates do not take into account local requirements such as earthquake requirements or impact fees. Your actual expenditures will depend on many variables, such as the size and location of the real property, the quantity and quality of the items being purchased, the terms on which the purchases are made, and fluctuations in material and labor costs. You may also elect to lease certain items such as the real property. In New Development, building construction costs vary greatly from region to region depending on material and labor costs and other variables. In Conversions, the renovation costs will vary depending on the age of the facility (including code compliance), performance-based requirements (including fire & life safety systems and strategy); the use of the existing facility (an existing hotel or an Adaptive Reuse), the condition of the facility (including the physical integrity of the structure and envelope), and the state of all accoutrements (including the furniture, fixtures, equipment, and finishes) in relationship to conformance with our Brand Standards. You are encouraged to independently investigate, before executing the Franchise Agreement, the cost of all such items as they will specifically affect your investment.



8. This is an estimate for the total cost of furnishing a Hampton hotel in the size shown. The cost of furniture, fixtures and equipment will depend on the number and type of guest rooms (for example, double rooms versus king rooms), the extent of the food and beverage service offered and all optional facilities under the Hampton standards. Estimates for new hotels include the cost of furniture, fixtures and equipment for guest rooms, corridors, all public areas, kitchen equipment, and laundry equipment. If you are converting an existing hotel, your costs will most likely be lower, but you must conform guest rooms, public areas, the exterior, and all other areas to the Hampton standards. This estimate includes the cost of the telephone system.

9. Inventory includes food and beverages and other immediately consumable items such as fuel, soap, cleansing material, office supplies and similar items. Operating equipment includes such items as chinaware, glassware, linens, silverware and uniforms.

10. Signs include freestanding signs and primary identification for the building. The amount includes installation, freight, foundation and wiring. You must install, display, and maintain signage displaying or containing the Brand and other distinguishing characteristics in accordance with plans, specifications and standards we establish for System Hotels. You must purchase exterior signage from a vendor currently licensed by us. You may contact us for a current list.

11. You must acquire and install the hardware and software for the required computer systems, including the OnQ system, Guest Internet Access system, Connected Room system, and Guest Facing Workstations/Business Center. The amounts shown here are different than the amounts shown in Item 5 because the amounts shown here also include costs that are payable to third parties. The operating costs during the initial period are included in the Additional Funds line below. See Items 5, 6, and 11 for details.

You must also use Delphi.fdc, a cloud-based sales and events system. The set-up costs of this system are shown here. Additional set-up costs may apply, depending on implementation approach you choose and the specific needs of your Hotel. You must also pay ongoing costs on a per-user basis. See Items 6 and 11 for details. The number of users varies by hotel and there is no established average. Therefore, we cannot estimate these ongoing costs during the initial period.

This estimate includes the cost of Opening Roadmap, which is a pre-opening guide for System hotels. Opening Roadmap costs about \$1,000 for the necessary vendor software licenses, which is paid to us.

12. A portion of your Monthly Program Fee pays for the required standard hardware for OnQ. Because you are provided with the standard hardware you do not need to purchase it separately. However, as an alternative you may purchase or lease the hardware from another (non-preferred) third-party vendor; but if you do you must pay for the cost of the hardware in addition to the Monthly Program Fee you pay to us, and you must pay HSS its reasonable expenses in determining that the hardware conforms to our specifications. These fees are not refundable. See Items 5, 6, and 11 for details.

13. We will provide the required training programs required under the terms set forth described in Items 5 and 11 of this Disclosure Document. You are responsible for the costs of training materials, and travel and living expenses while training. We may charge additional training costs based on the number of personnel that require training. We anticipate that overall training costs will be reduced over time. We are beginning to utilize new online virtual learning programs, which we estimate could lower certain training expenses by up to 20% to 40%, as well as reduce your employees' time away from the business.

14. If you want to engage in a Permitted Transfer, Conversion, Re-licensing or Change of Ownership Transfer for the hotel, we may require you to complete an independent survey conducted by an ADA consultant to determine the hotel's compliance with the ADA.
15. Your Franchise Agreement contains a deadline by which construction or renovation work must begin. After the expiration of any automatic extensions without a fee, you may request a further extension of this deadline, and must pay the applicable fee if we approve your request.
16. You must maintain the minimum levels and types of insurance specified in the Manual at your expense. This insurance must be with insurers having minimum ratings we specify; name as additional insured the parties we specify in the Manual; and carry the endorsements and notice requirements we specify in the Manual. Insurance premiums vary widely by reason of location, size of hotel and type of coverage purchased and cannot be estimated.
17. Actual cost depends on work done by an accountant and attorney, and standard regional rates.
18. The licenses and permits you must obtain to operate your hotel vary depending on the state, county or other political subdivision in which the hotel is located.
19. You may incur pre-opening expenses for additional personnel training; sales; administrative and general expenses; project management; technical services; advertising; security deposits, utility deposits, and opening festivities. Because there are so many variables for an existing hotel, we cannot estimate these pre-conversion expenses for a franchisee converting an existing hotel.
20. "Contingencies" means unanticipated construction cost overruns and other unanticipated expenses. Because there are so many variables for an existing hotel, we cannot estimate these pre-conversion contingencies for a franchisee converting an existing hotel. You should assume it will be at least 10% of construction costs.
21. This estimates your initial operating expenses for 3 months after opening, including payroll costs. These figures are estimates only and you may have additional expenses starting the business. Your costs will depend on such factors as your management decisions, local economic conditions, competition, and how quickly occupancy rates increase after opening.
22. See Item 5 for more information on required pre-opening services fees.
23. In compiling these estimates we relied on Hilton's 60+ years of experience in operating or franchising hotels. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The expenses shown in these charts are for typical New Development and Conversion hotels of the type and size shown. In a Conversion, your costs will depend on the type and condition of your existing hotel, its age, physical structure, and quality of furnishing. Because there are so many variables involving any particular existing hotel, we are unable to provide an estimate of costs.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

This Item describes your obligations to buy or lease from us or our designees, from suppliers we permit you to use, or in accordance with our specifications.

All franchisees must build, design, furnish, equip and supply their hotels in accordance with the Standards (as defined in the Franchise Agreement). The Standards are compiled in our standards manual ("Manual"). Our Operating Committee reviews, modifies and implements product Standards. We may periodically modify and update Standards to reflect operational requirements, advances in technology, improved methods of manufacture, new materials and structures, new products, improved prices and other factors. We currently issue, modify and update specifications in the form of updates to the Manual. We may periodically require you to modernize, rehabilitate and/or upgrade your hotel's fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then current Standards. You are responsible for the costs of implementing all changes required because of modifications to the Standards.

You must comply with our Standards regarding the purchase of products and services for use at the hotel, including furniture, fixtures, equipment, food, operating supplies, consumable inventories, merchandise for resale to be used at and/or sold from the hotel, in-room entertainment, property management, revenue management, telecommunications and telephone systems, long distance services, signs/environmental graphics, customer satisfaction measurement programs, uniforms, materials with logos, property print advertising, guest assistance program, computer networking and other computer and technology systems, and any and all other items used in the operation of the hotel, including our specifications for all supplies. You must also maintain acceptable product quality ratings at your hotel and maintain the hotel in accordance with the Standards. In some cases, we may require you to purchase a particular brand or type of product, fixture, furniture, equipment, or service, but you may purchase it from any authorized source of distribution.

#### **Purchases through Hilton Worldwide and its Affiliates**

No officer of ours owns a material interest in any approved supplier.

You must purchase Hilton's proprietary computer software from Hilton or HSS. You must purchase items bearing our logo, trademark or service mark from a supplier approved by us. We may derive profit from such sales.

Neither we nor our predecessor sold any goods, services or supplies to our franchisees in 2018. Hilton collects money for the Hilton Honors program for all of our brands, but transmits this money to Hilton Honors Worldwide and does not record it as revenues. For the fiscal year ended December 31, 2018, Hilton and its other affiliates (including Hilton Honors Worldwide) had revenues from sales of goods, services, computer systems and/or supplies to franchisees of Hilton's subsidiaries of \$774,735,843.

You may purchase the furniture, fixtures, and equipment ("FF&E") and other supplies for your hotel from any source as long as the Standards are met. However, we may require you to purchase FF&E and supplies from a supplier approved by us, or we may require you to purchase a particular brand or model of supplies or equipment that is available only from 1 source, and we may derive profit as a result of those purchases. For example, some elements of the "Make It Hampton" initiative are available only through single or a limited number of suppliers as these items are proprietary to the Brand.

HSM, a wholly-owned subsidiary of Hilton, negotiates with third-party manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage supplies, and certain hotel services. You may but are not obligated to purchase specified items from HSM or such third parties. HSM negotiates lower prices with manufacturers and suppliers, and then passes these savings on to franchisees when it sells to franchisees. HSM may negotiate purchase arrangements with manufacturers and suppliers for the benefit of our franchisees, all System hotels, all Network hotels, or any subset of each. Occasionally, HSM may negotiate special purchase

arrangements with manufacturers and suppliers for franchisees or their management companies that operate multiple hotels. HSM may also permit competitor hotels or their management companies to participate in its purchase arrangements with manufacturers and suppliers. This is done to help increase HSM's overall purchasing volume and bargaining power.

HSM has various discount agreements with manufacturers and suppliers, under which it receives rebates and allowances based on the total volume purchased from the manufacturer. These volume fees include sales to franchisees by the manufacturers and in some cases, through suppliers. HSM also receives certain volume and national account marketing allowances from manufacturers in connection with the sale to franchisees of certain items, such as coffee, soft drinks, cleaning compounds, and paper products. For one of our brands, Tru by Hilton, HSM is also an approved procurement agency and may receive fees for providing procurement services. For the fiscal year ended December 31, 2018, HSM collected \$16,428,206 in rebates and allowances on purchases made by franchisees of all of our brands.

For the fiscal year ended December 31, 2018, HSM had revenues from sales of goods, services and/or supplies to franchisees of all of our brands of \$2,892,256. In addition, HSM receives cash discounts for early payment on orders it places with manufacturers and suppliers to fill purchase orders placed with it by franchisees of all of our brands.

Certain suppliers we approve ("PSDP Suppliers") become members of our Primary Supplier Distribution Program ("PSDP"). Each PSDP Supplier pays to HSM an administration fee that is between 0.5% and 5% of purchases by all franchisees from the respective PSDP Supplier. For the fiscal year ended December 31, 2018, HSM collected \$28,653,097 in administration fees on purchases made by franchisees of all of our brands.

If you want to use a product, or a particular brand or model, that has not been specified as having met our standards, or if you want to purchase from an unapproved supplier an item that must be purchased from an approved supplier, then you can submit a written request for us to approve the product or supplier. We may require certain information or samples which you must provide at your expense. We will review all of the pertinent information. While we have no obligation to respond within a certain timeframe, our review typically takes 30 days to complete. We do not provide any material benefit (such as license renewal or the grant of additional licenses) to a franchisee based on a franchisee's use of designated or pre-approved suppliers (the Franchise Agreement is non-renewable).

We evaluate suppliers based on many factors, including: (i) the quality and cost of the products and/or services; (ii) the supplier's established history in serving the System with products that consistently meet or exceed the standards and specifications as set forth in the Manual; (iii) the level of support and recognition of the supplier by us and our franchisees, as well as the System's demand for those products/services; and (iv) the supplier's ability to service the needs of the System and potential for active participation and support of the PSDP program. If a PSDP Supplier no longer meets our criteria, the PSDP Supplier's name and materials are removed from the PSDP. A portion of the revenues collected from rebates, administration fees and purchasing fees is used to offset the cost of establishing the purchasing programs and supporting the expenses of HSM.

## **Signage**

You must install, display, and maintain signage displaying or containing the Brand and other distinguishing characteristics in accordance with plans, specifications and standards we establish for System Hotels. You must purchase exterior signage from a vendor currently licensed by us. You may contact us for a current list.

## **Reservation Service**

You must use the Reservation Service for reservation referrals. You must also purchase computer terminal equipment and software compatible for use with the Reservation Service. The computer equipment and software you purchase for OnQ satisfies the requirement that you purchase computer equipment and software compatible with the Reservation Service. Although you must use the Reservation Service, you may also use other reservation services to refer reservations to (but not by or from) your Hotel.

## **Business Computer Systems**

You must use our required business computer systems, which we may periodically change. Currently, we require you to use OnQ, which connects System Hotels to Hilton's reservation offices and travel planners worldwide. For OnQ you must have certain hardware, software, installation, and support. We also require you to use our required Guest Internet Access System. For Guest Internet Access you must have certain hardware, software, an internet access circuit, and internet service. In addition, you must have the Connected Room system, Guest Facing Workstations/Business Center, a digital floor plan, and Delphi.fdc (which is a cloud-based sales and events system) that meet our Standards and specifications. All of these components must be acquired from either HSS or preferred providers, or may be acquired from other (non-preferred) vendors, depending on the specific product or service and the individual circumstances of your Hotel. We will provide you with our Standards and specifications as appropriate. In the future, any of the products or services may be manufactured or provided by an approved supplier who is also our client or supplier. See Items 5, 6 and 11 for details, and above in this Item 8 regarding HSS and other affiliate revenues related to the required business computer systems.

## **General**

Before we permit you to proceed with your plans for construction or remodeling of the hotel, and any time you make changes that affect usability or access to your hotel, your architect or other applicable certified professional must certify to us that the hotel's plans and specifications comply with all laws related to accessibility for those with disabilities, as further described in the Manual. You may also be required to complete an ADA Survey, in conjunction with an approved ADA consultant and in the form required by us, to determine if the hotel is in compliance with the ADA within 30 days of our request. The process for completing the survey, and other requirements related to it, are in the Manual. If requested, you must arrange for us and/or our affiliates to participate in all progress meetings during the development and construction of the hotel, to have access to all contract and construction documents for the hotel and to have access to the hotel during reasonable business hours to inspect the hotel and its construction, completion, furnishing and equipment for conformity to the finally-approved construction documents. However, we and our affiliates have no obligation to participate in progress meetings or to inspect the hotel. Our approval is not a representation of the adequacy of the plans and specifications, the structural integrity, or the sufficiency of the mechanical and electrical systems for the hotel. When you begin construction or conversion of the hotel and before your hotel opens for business, both you and your architect or general contractor must provide us with a certificate stating that the plans and as-built premises comply with all applicable legal requirements relating to accessibility for those with disabilities, as described in the Manual. If the hotel does not comply with the ADA, you must submit a plan to the ADA consultant detailing the plan to bring the hotel into compliance, using the process set out in the Manual. We may choose not to approve your opening if your hotel is not compliant with the ADA.

We currently estimate that the required purchases described above represent about 15% to 20% of the cost to establish a new System Hotel and about 2% to 5% of operating expenses.

During the term of the Franchise Agreement and any term extensions, we may periodically require you to make additional expenditures and investments to maintain your hotel in accordance with the System Standards and to remove any deficiencies in your hotel's operations.

Except as stated above, we do not negotiate purchase arrangements with suppliers for the benefit of franchisees. There are no purchasing or distribution cooperatives. We provide you with no material benefits (such as license renewal or the grant of additional licenses) based on your use of designated or permitted sources (the Franchise Agreement is non-renewable) Except as described above, we presently receive no payments, discounts, rebates, credits or commissions from any supplier based on your purchases from that supplier.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the Franchise Agreement and other agreements for a Hampton Brand hotel. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.**

Obligation	Section in Franchise Agreement	Section in HITS Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1, 5.1.15 and 5.1.16; Addendum	Not applicable	7 and 11
b. Pre-opening purchases and leases	1, 6.1.2, 6.2, 6.3; Addendum	1.1 and 2.1; Order Doc 1.1 to 1.11 and 4 to 10; Schedule B-1	5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	1, 5.1.17, 6.2, 6.3 and 6.5; Addendum	1.1	5, 6, 7, 8, and 11
d. Initial and ongoing training	5.1.5	Order Doc 1.3	5, 6, 11 and 15
e. Opening	1 and 6.4	1.1	7 and 11
f. Fees	1, 4.1, 4.3, 4.5, 5.1.20, 5.1.27, 6.3.3, 6.4.2, 6.6.3, 8.1, 8.2, 8.3, 12.2.1.2, 12.2.2.1, 12.2.2.3, 12.3.2 and Addendum	1.1, 2.2, 4.3; Order Doc 1.4, 1.10, 2.5, 3.1, 4.1 and 4.2; Schedule B-2	5, 6, 7, and 16
g. Compliance with Standards and Manual	1, 4.5, 5, 6.1.4, 6.2 and 6.6.1	1.1, 2.1; Order Doc 1.2 and 7	8, 11, 13, 14, 15, and 16
h. Trademarks and Proprietary Information	1, 5.1.14 and 9; Addendum	1.1, 2.1, 2.3; Order Doc 7; Schedule A, B-2	13 and 14
i. Restrictions on products and services offered	5.1.17, 5.1.18, 5.1.22, 5.1.23 and 5.1.25	1.1	8 and 16
j. Warranty and customer service requirements	5.1.8, 5.1.20 and 5.1.27	1.1	6, 8, and 16
k. Territorial development and sales quotas	Not applicable	Not applicable	12

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Section in HITS Agreement</b>	<b>Disclosure Document Item</b>
l. Ongoing product and service purchases	1, 5.1.3 and 5.1.6	2.1	6 and 8
m. Maintenance, appearance and remodeling requirements	5.1.4 and 6.6	2.1; Order Doc 2, 4.2; Schedule A, B-2	8 and 11
n. Insurance	5.1.21	1.1; Schedule B-1	6 and 7
o. Advertising	5.1.7, 5.1.13, 5.1.19 and 5.1.20; Addendum	1.1	6 and 11
p. Indemnification	1 and 14; Guaranty	1.1, 5.4	6
q. Owner's participation, management and staffing	1, 4.3, 5.1.24, 5.1.26 and 7.1; Addendum	Not applicable	15
r. Records and reports	10.1 and 10.2; Addendum; Guaranty	1.1; Article 3	Not applicable
s. Inspections and audits	4.5 and 10.3; Addendum	1.1; Article 3	6 and 8
t. Transfer	1 and 12	2.1	17
u. Renewal	Not applicable	Not applicable	17
v. Post-termination obligations	13.6	1.1, 4.2; Schedule B-2	17
w. Non-competition covenants	5.1.28, 7.2 and 7.3	1.1	17
x. Dispute resolution	16.2.2	1.1; Schedule C-1	17
y. Other: Guaranty of franchisee's obligations	1 and Guaranty	1.1	15
z. Other: Liquidated Damages	6.4.4.1 and 13.4	1.1	17

## **ITEM 10 FINANCING**

Other than the development incentive program ("incentive") described in this Item, we generally do not offer direct or indirect financing for franchisees. We may negotiate these incentives when business circumstances warrant. The incentive program may be modified, limited, extended or terminated at any time without advance notice or amendment of this Disclosure Document.

We generally require payment of the Franchise Application Fee in a lump sum when you submit your Application. We occasionally allow payment of the Franchise Application Fee in installments over a limited time period before the start of construction work on the hotel. If we do, we will not charge interest or require a security interest over the installment period or require you to sign a note. You may prepay the unpaid amount of the Franchise Application Fee at any time. If there is a default under the Franchise Agreement, the outstanding balance is accelerated and become your immediate obligation, along with any court costs and attorney's fees for collection.

We may, in our sole discretion, offer incentives for new hotels ("Incentives"). An Incentive is a financial contribution that we make to assist with the development or conversion of your Hotel. To receive an Incentive, you and your principals must sign a development incentive note ("Note") in the form attached

as Exhibit D-2 when you sign the Franchise Agreement. The Incentive will be disbursed to you within 30 days after the Hotel opens with our consent. An Incentive does not have to be repaid, unless the franchise terminates before the end of the Term or a transfer occurs as described below.

An Incentive is not a loan, it is a contingent liability. If your franchise terminates before the end of the Term you must pay us the then-current repayable amount of the Incentive. If you transfer your Hotel you must also pay us the then-current repayable amount of the Incentive, unless we permit the transferee to assume your obligations under the Note. In that case we may require the transferee to provide us with such additional security as we deem appropriate. The repayable amount of the Incentive decreases over time. For each year that the Hotel is open, the repayable amount is reduced by an equal annual percentage of the Term. For example, if the franchise has a 10 year Term, the repayable amount is reduced by 1/10<sup>th</sup> of the original amount annually. If the franchise has a 20 year term, the repayable amount is reduced by 1/20<sup>th</sup> of the original amount annually. An Incentive bears no interest. However, if an Incentive becomes repayable and payment is not made in full when due, the outstanding amount is subject to interest at 1.5% per month or the highest rate allowed by law. We may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties without notice to any guarantor or co-maker. You may not use any portion of the Incentive to make, offer, or authorize any Improper Payment or engage in any act violating any Anti-Corruption Law. If we reasonably believe that you have used the Incentive in violation of any Anti-Corruption Law, you must cooperate with our reasonable requests for information and permit us to inspect all books and records pertaining to your Hotel.

We generally do not offer any other financing or guarantee any note, lease, or other obligations. However, in unique or rare circumstances we may choose to offer other types of financing such as, for example, a mezzanine loan or a guaranty of your note, lease, or other obligations. In that event, the arrangements we offer would be based on the unique circumstances and financial situation of your Hotel. As a result, we cannot determine in advance the key terms such as, for example, the amount, term, repayment obligations, interest, fees, costs, penalties, security interests, default provisions, and other conditions or requirements. We also cannot determine in advance the type of documentation that would be required such as, for example, notes, guarantees, security agreements, mortgages, deeds, assignments, equity pledges, credit letters, intercreditor agreements, or other instruments. We do not have sample forms of these types of documents. These documents and each of their terms would be agreed at the time of origination.

## **ITEM 11**

### **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

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

We may provide any of these services through our employees and representatives, through our affiliates or through any third-party provider we designate.

Hilton will, at all times acting on our behalf, discharge all of our duties and obligations under Hampton Brand franchise agreements governing hotels in the US, including: discharging all of our obligations to franchisees; managing the Hampton Brand license networks; marketing, offering and negotiating new and renewal franchise agreements as our franchise broker; furnishing assistance to franchisees in the US; implementing our quality assurance programs; and, otherwise on our behalf, discharging all duties we owe under franchise agreements governing Hampton Brand hotels in the US.

Hilton or its affiliates employ all the persons who will provide services to you on our behalf under the terms of your Franchise Agreement. If Hilton fails to perform its obligations, then Hilton may be replaced



as the franchise service provider. However, as the Franchisor, we will always be responsible for fulfilling all our duties and obligations under your Franchise Agreement.

### **Pre-Opening Phase Obligations**

After we approve your Application and/or you sign the Franchise Agreement, but before you open your business:

1. We will loan to you a copy of our Manual and/or provide you with electronic access to the Manual on the Hilton Intranet resources library. The Manual is confidential and is the property of our affiliate, Hilton International Holding LLC, a Delaware limited liability company ("HIH") (Franchise Agreement, Section 4.6). References to the Manual include the Standards, which include all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication (Franchise Agreement, Sections 1.0 and 4.6). The Standards do not include any personnel policies or procedures that we may, at our option, make available to you in the Manual or other written communication. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel site. The table of contents of the Manual is attached as Exhibit H.
2. Before you retain or engage an architect, interior designer, general contractor and major subcontractors, we will review your selection, and you must obtain our prior written consent (Franchise Agreement, Section 6.1.1).
3. We will review the plans, layouts and specifications, drawings and designs for constructing and furnishing your hotel, including guest room areas, and grant or deny approval, which may be conditioned on your architect or other certified professional certifying to us that the Plans comply with all laws related to accessibility for those with disabilities. You may not start construction until you receive our approval. Once you receive our approval, you may not make any changes to the plans without our advance consent (Franchise Agreement, Sections 6.1.2, 6.1.3 and 6.1.4).
4. We will review and approve or disapprove your proposed management of the hotel. (Franchise Agreement, Section 7.0). In evaluating the proposed management, we look at the proposed management organizational structure, prior experience and performance in managing similar first-class, focused-service hotels, as well as other relevant factors. If we do not approve your proposed management, then we will require you to hire a professional hotel management company satisfactory to us to manage the hotel for at least the first year of operations. At the end of the year, if you request it, we will reevaluate this requirement.
5. We will provide you with the HITS Agreement (which will be countersigned by HSS) before you open your hotel. The HITS Agreement governs your access to and use of OnQ, Hilton's proprietary computerized business system which is an integral part of the System we license to you (see Computer System below). The HITS Agreement also governs the installation and on-going support and maintenance of your Guest Internet Access service (HITS Agreement, Exhibit G).

6. We will make available to you for use in your hotel various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we or Hilton may have and which we make available to other Brand franchisees (Franchise Agreement, Section 4.7).
7. We will specify required and optional training programs. (Franchise Agreement, Section 4.1). You must pay a fee for these programs and the training materials. You must also pay for travel, lodging and other expenses associated with training (see Training below).

### **Computer System**

You must use our required business computer system, which we may periodically change (Franchise Agreement, Sections 5.1.3 and 5.1.6). Currently, we require you to use “OnQ<sup>®</sup>,” which connects System Hotels to Hilton’s reservation offices and travel planners worldwide. OnQ is comprised of proprietary components for reservations, property management, revenue management, rate & inventory management, forecast management, learning management, and other components we consider necessary to support the following activities: reservations, distribution, sales, customer relationship management, hotel operations, and business intelligence gathering and analysis. The complete OnQ package currently includes hardware, software, installation, and support. We also require you to use our required Guest Internet Access System, which we may periodically change. The components of each are described below.

### **The OnQ System**

**OnQ Hardware and Software.** A portion of your Monthly Program Fee pays for the required standard hardware for OnQ. This hardware will be supplied by preferred providers, installed by HSS, and maintained by HSS or its agents. Because you are provided with the standard hardware you do not need to purchase it separately. However, as an alternative you may purchase or lease the hardware from another (non-preferred) third-party vendor; but if you do you must pay for the cost of the hardware in addition to the Monthly Program Fee you pay to us, and you must pay HSS its reasonable expenses in determining that the hardware conforms to our specifications. You must also pay for all necessary communications vehicles for OnQ (wide area network connections, electronic mail, and Internet connections), along with the installation and configuration costs, and travel and other expenses of the employees and vendors who perform the installation and configuration services. You must license the OnQ software from our affiliate, HSS. HSS is the only supplier of the OnQ software because it is proprietary. We are not able to determine a separate market price because there is no third-party market for this product. You must pay HSS for the software, installation and configuration charges about 45 days before your hotel opens. We estimate that this will cost between \$34,000 and \$94,900, based on the size of the hotel and number of workstations. This includes the reasonable travel and other expenses of HSS and its employees and vendors who perform the installation and configuration services. Computer system fees are not refundable.

About 90 to 120 days before your Hotel opens, you must sign the agreement for OnQ (HITS Agreement) and/or other related agreements we require, which will govern your access to and use of the OnQ system. The current HITS Agreement is attached as Exhibit G. You must also purchase certain software licenses such as Windows Server operating systems and related client access licenses, database applications, and virus detection and removal tools. Where applicable, these licenses must be purchased through existing enterprise agreements HSS has in place with vendors such as Microsoft. HSS will invoice the Hotel for such purchases. You may purchase other software not covered by enterprise agreements from other third-party suppliers. Costs of these licenses may vary based on the number of users or computers at your Hotel and other factors.

OnQ Connectivity. The cost for OnQ connectivity is billed to you by HSS, and costs between \$590 and \$1,260 per month. Billing will begin when your Hotel's internet access circuit is installed, about 45 days before opening. These fees are not refundable (see HITS Agreement, Order Document Section 1.7).

OnQ Start Up. You must have one or more Systems Implementation Consultants ("SICs") on site for your Hotel's opening. HSS determines the number of SICs and the number of days they will be on site based on size and type of hotel. Any delays in opening will cost \$700 per SIC per day for each additional day, plus the SICs' travel expenses. If the delay results in the departure and re-scheduling of the SICs' on-site service period, a \$2,000 re-scheduling fee would be charged plus the SICs' additional travel expenses. These fees are not refundable (see HITS Agreement, Order Document Sections 1.6 and 1.11).

OnQ Maintenance and Support. HSS provides maintenance upgrades on OnQ software. In addition, you must sign a hardware maintenance contract for OnQ and you must pay the first month's fee within 30 days after shipment of the hardware. The cost varies based on the size of the hotel and number of workstations. In 2018, these fees ranged from \$600 to \$1,600 per month (\$7,200 and \$19,200 per year). These fees are not refundable (see HITS Agreement, Schedule B-2).

OnQ Additional Rooms Fee. If you add or construct additional guest rooms/suites at your Hotel at any time after you sign the Franchise Agreement, you must pay HSS a fee for each additional room/suite that is added when it is complete. This fee is currently \$120 per guest room/suite and is not refundable.

OnQ Additional Interface Fee. If you add additional OnQ interfaces any time after your Hotel is opened, you must pay HSS a fee for each additional interface. This fee is currently \$1,000 per interface and is not refundable.

OnQ System Refresh. You must update and upgrade ("refresh") the OnQ system at least every 3 years. We may also require the OnQ system to be refreshed in connection with a Change of Ownership or Relicensing, when a new franchise agreement is signed. We anticipate that cost of this to be the same or less than the cost of the original installation (but not including any elements that were needed for the original installation only).

We will have independent access to the information that will be generated by or stored in the OnQ system. There are no contractual limitations on our rights to access this information. We may change the way in which data is delivered to System Hotels in our sole judgment as changes are made to the architecture of the OnQ system or other business computer systems that we may require (Franchise Agreement, Sections 5.1.3 and 5.1.6).

### **Guest Internet Access System**

You must provide internet access for all guest rooms, meeting rooms, and public spaces at your Hotel in accordance with our Standards ("Guest Internet Access") (Franchise Agreement, Sections 5.1.3 and 5.1.6). Currently, our approved Guest Internet Access program is called "StayConnected." You must install certain hardware and software, an internet access circuit, and subscribe to an internet access service to meet this requirement.

Guest Internet Access Hardware and Software. The hardware and software for Guest Internet Access will be provided by, installed by, and maintained by our preferred providers. You may purchase the necessary hardware from a preferred provider, or we may permit you to purchase or lease it through other (non-preferred) third-party vendors. In addition to the hardware and software costs, you must pay for all necessary communication vehicles (phone lines, network connections), installation and

configuration costs, and travel and other expenses of the vendors who perform the installation and configuration services. We estimate that it will cost between \$45,000 and \$71,000 for an 80-room hotel, and between \$58,300 and \$94,000 for a 101-room hotel for Guest Internet Access hardware, software, installation, and certain other costs and fees, excluding taxes or structured cable and cabling installation. If we permit you to acquire the hardware from another (non-preferred) third-party provider, you must also pay HSS for its reasonable expenses in determining that the hardware conforms to the required specifications.

**Guest Internet Access Circuit.** You must install a Guest Internet Access circuit that meets our specifications, and pay for the ongoing cost of using the circuit from a preferred provider. HSS will coordinate scheduling the installation after you sign a circuit contract with the provider. You must arrange for procurement of the monthly service for the required dial-in-line locally. The cost will depend on the circuit size, type, and the physical location of your Hotel. Currently, we estimate that these together will cost between \$921 and \$1,665 per month for an 80-room hotel, and between \$921 and \$1,665 per month for a 101-room hotel. These fees are normally not refundable.

**Guest Internet Access Service.** You must also arrange and pay for the ongoing Guest Internet Access service. You must purchase this service from a preferred provider. The cost will depend on your Hotel's size and number of meeting rooms. Currently, we estimate that it will cost between \$240 and \$720 per month (\$2,880 to \$8,640 per year) for an 80-room hotel, and between \$303 and \$909 per month (\$3,636 and \$10,908 per year) for a 101-room hotel. This estimate includes the monthly service for the 24x7 call center support and equipment break-fix maintenance. Your costs will depend on your Hotel's size and number of meeting rooms. These fees are normally not refundable.

**Guest Internet Access Refresh.** You must refresh the Guest Internet Access system at least every 4 years. We may also require the Guest Internet Access system to be refreshed in connection with a Change of Ownership or Relicensing, when a new franchise agreement is signed. We anticipate that cost of this to be the same or less than the cost of the original installation (but not including any elements that were needed for the original installation only).

### **Connected Room**

You must install our "Connected Room" system, which enables streaming media and permits guests to use their smart phones and other personal mobile devices to control their guest room television and other conveniences such as lighting and temperature using the Hilton Honors App. This system requires a control module that is connected to each in-room television along with certain electrical fixtures such as light switches and thermostats, which you must purchase from us or our approved vendors. The cost of each control module is currently \$150, and the cost of the electrical fixtures is competitive with equivalent standard fixtures. These costs are paid before opening. You must also have a maintenance and support contract from us or an approved vendor, which currently costs \$1 to \$2 per control module per month. The Connected Room system is not part of the OnQ system but the total estimated cost per hotel is included within the total estimated cost ranges for the OnQ Hardware, Software, and Maintenance costs shown above (and in Items 5, 6 and 7 respectively). These costs are normally not refundable.

### **Guest Facing Workstations/Business Center**

Your Hotel must have computer workstations and printers available for guest use, free-of-charge, in either a traditional business center or in an open zone in the lobby, in accordance with our Standards (Franchise Agreement, Sections 5.1.3 and 5.1.6). The number of required workstations varies by the size of the hotel. You must obtain specified hardware, software and ongoing support from our approved

suppliers. Currently, we estimate that the initial set up will cost between \$3,200 and \$5,400. We are not obligated to provide any maintenance or updates for this center. You must maintain and update the center at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. We will not have independent access to any information that will be generated by or communicated through this center.

### **Digital Floor Plan**

You must pay \$1,000 for the preparation of a digital floor plan for your Hotel. HSS will have the digital floor plan prepared by a local vendor. The floor plan will be used by us and our affiliates, including Hilton Honors Worldwide, to allow Hilton Honors guests to choose their room from a map of the hotel and enable digital check-in. This fee is paid to HSS before opening, and is not refundable.

### **Delphi**

You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality, in a configuration we approve. The set-up costs of this system are between \$2,500 and \$15,000. Additional set-up costs may apply, depending on implementation approach you choose and the specific needs of your Hotel. You will pay the set-up costs to the vendor directly. You must also pay annual license fees and maintenance costs of \$798 per user per year, which includes a 10% mark-up. You will pay the license fees and maintenance costs to HSS, which are then passed-through to the vendor. We keep the mark-up as reimbursement for our costs in developing and maintaining Delphi.fdc for our Network Hotels. We are not obligated to provide any maintenance or updates for this system. You must maintain and update the system at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. We will have independent access to your Hotel's event sales information stored in this system (including accounts, inventory, bookings and other data). There are no contractual limitations on our right to access this information. Delphi.fdc integrates with other Hilton business systems, including the MeetingBroker lead distribution platform.

### **Other Business Systems**

For the operation of any other business computer systems outside of OnQ, including but not limited to financial or accounting systems, point of sale, telephone systems, inventory, spa and health club memberships, you are able to contract with the supplier of your choice for both the hardware and software, subject to meeting our Standards on features and functionality. The only restriction would be where such hardware and software need to interface to OnQ. In those instances, your choice of supplier would be restricted to those that have a working interface to OnQ. The hardware, software, and interfaces must be installed by, and fees must be paid to, the respective vendors you choose.

### **Training**

Hilton offers required training courses to those affiliated with the System for orientation and as part of the certification process. Employees designated to take training must complete the required training to our satisfaction. If you hire a replacement for any of the categories of personnel who must attend a training program, then that person must successfully complete the appropriate training program.

The following table describes our training program as of the Issuance Date of this Disclosure Document. We may modify our training requirements over time. The subject matter, time required, locations, and costs are subject to change. In this table the term "virtual" means an internet-based class with a live instructor and "online" means an internet-based class that does not have a live

instructor. Both virtual and online training courses are considered equivalent to classroom training. These courses may be provided by us or our designated third-party vendors.

We will provide you with our current Brand training requirements document upon request and/or you may access it through our intranet, The Lobby.

### TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours of On the Job Training	Location
Brand Conference (Note 1)	2 to 3 days	0	Various hotel locations
General Manager Training (Note 2)	24	0	Virtual
Sales Skills Training (Note 3)	24	0	Virtual
OnQ Property Management System (PMS) Training (Note 4)	Varies by position	0	Hilton University
OnQ Rate & Inventory Training (Note 5)	8	0	Hilton University
Hilton Honors Training (Note 6)	1	0	Hilton University
ADA Training (Note 7)	Varies	0	Online
Information Security & Privacy (Note 8)	1	0	On-site or Hilton University
Welcome to Hampton Training (Note 9)	10 to 17	0	On-site
Owner Orientation (Note 10)	16	0	Memphis, TN

### NOTES

- Brand Conference.** Brand conferences are held no more frequently than annually but may be held biennially. We require participation in the Brand conference by your general manager. The program fees and expenses are not refundable. The Brand conference may be held at various hotel locations. Currently, the cost is \$1,500 per attendee.
- General Manager Training.** Your general manager must attend this training, currently called our GM Bright and Happy Start Program, within 90 days of the Hotel opening, or within 150 days of hire. An owner who intends to act as general manager of the Hotel must also attend this program. Currently, the cost is \$1,550 per attendee.
- Sales Skills Training.** This 8-week virtual blended learning program, currently called our Core Sales Skills Training, is mandatory for all directors of sales and sales managers before opening, or within 150 days of hire. This program is an interactive curriculum that introduces skills and behaviors your employees need to learn as they familiarize themselves with sales. Throughout the program, your employees learn the stages of our sales process and how to apply each stage with customers. Currently, the cost is \$1,000 per attendee.

4. **OnQ Property Management System (PMS) Training.** This training is required for all first time franchise owners. Before your Hotel opens, all Hotel staff that will be utilizing OnQ PMS must first complete their respective self-paced training and provide documentation of a printed certificate. This online training is mandatory for all employees working in the subject areas within 10 days of hire (or within 30 days of hire for general managers). We will verify that all front desk staff and management have successfully completed training and have passed an OnQ certification test by at least a minimum score of 80%. If your staff does not attain the minimum score, the opening of your hotel may be delayed. Currently, there is no separate fee for this training.
5. **OnQ Rate & Inventory Training.** Before your Hotel opens, all Hotel staff that will be utilizing the OnQ Rate & Inventory component must complete their respective self-paced web-based training and provide documentation of a printed certificate. We will verify that all reservations and revenue management staff have successfully completed training and have passed an OnQ Rate & Inventory certification test by at least a minimum score of 90%. Up to 3 of your management staff must be certified, based on the number of rooms. If your staff does not attain the minimum score, the opening of your Hotel may be delayed. Currently, there is no separate fee for this training.
6. **Hilton Honors Training.** The Hilton Honors Training is online through Hilton University. This training program is mandatory for all key management staff and applicable front office personnel and must be completed within 14 to 45 days of hire, depending on job position. Currently, there is no separate fee for this training.
7. **ADA Training.** If you engage in a Permitted Transfer, Conversion, Re-licensing or Change of Ownership Transfer for the hotel, we may require you to attend online training in order to complete an independent survey conducted by an ADA consultant to determine the Hotel's compliance with the ADA. Currently, there is no separate fee for this training.
8. **Information Security & Privacy.** This training is mandatory for all employees with access to The Lobby. It raises awareness of the importance of protecting sensitive personal and financial information for guests and others. Hotel leaders may choose to use the instructor-led materials to deliver the training to employees in groups or individuals may complete the eLearning course. A signed attendance and acknowledgement sheet must be maintained in the Hotel records for at least 12 months for subsequent audit verification. Currently, there is no separate fee for this training.
9. **Welcome to Hampton Training.** All of your employees must complete this training within 14 days of hire except the learning map which is required within the first 90 days. This training program may be updated as necessary and your employees may be required to complete training on updated material as appropriate. Topics covered include: our Brand story, welcome to Hampton, 100% Hampton Guarantee, and learning map. Currently, there is no separate fee for this training.
10. **Owner Orientation.** Owner orientation is required for all first-time franchisees or management company representatives before beginning construction. Either you or the person you designate to supervise your general manager must attend. If a Change of Ownership takes place and the transferee is a first-time Brand franchisee, they must attend this program within 180 days of the date of the transfer. Currently, there is no separate fee to attend the program.

Online and web based programming is self-paced training that trainees can access at any time. For other training, unless otherwise noted, we will provide the training on an as-needed basis.

Our instructors and presenters generally have a minimum of 2 to 5 years' experience in the subject taught. We use a variety of instructional materials in connection with our training programs, including our Manuals, digital media clips, DVDs, HU Connect social learning site, self-paced eLearning programs, other media, and print and virtual handbooks. We may modify these materials or use other materials for the training programs.

We and our affiliates offer many additional optional learning programs and may develop additional learning programs at any time. You must pay any fees associated with required and optional training courses. We may also charge for training materials. You pay for any travel, lodging and miscellaneous expenses of your attendees. For programs that include travel by our (or our affiliates) trainers to your Hotel site, you may also be required to pay travel, lodging, tax and meals of the facilitators.

### **Operational Phase Services**

During the operation of the franchised business, we will:

1. Periodically publish (either in hard copy or electronic form or both) and make available to the traveling public a directory that includes System Hotels, including the hotel. Additionally, we will include the hotel, or cause the hotel to be included, where applicable, in advertising of System Hotels and in international, national and regional marketing programs offered by us, subject to and in accordance with our general practice for System Hotels (Franchise Agreement, Section 4.4).
2. Afford you access to OnQ Central Reservation Services on the same basis as other System Hotels, so long as you are in full compliance with the material obligations set forth in the Franchise Agreement, including all standards set forth in the Manual. These services currently consist of the OnQ central reservation services and database that connect your hotel to the Reservations Service, and global distribution systems (airline reservation systems such as Sabre and Galileo) (Franchise Agreement, Section 4.2). However, if you are in default and fail to cure within the specified cure period, we can delay termination but suspend our obligations to you under the Franchise Agreement, including removing the listing of your hotel from any directories we publish and from any advertising we publish, assessing any applicable non-compliance fee, and/or removing or suspending you from the OnQ Central Reservation Services immediately on notice to you (Franchise Agreement, Section 13.3).
3. Administer a quality assurance program for the System that may include conducting periodic inspections of the hotel and guest satisfaction surveys and audits to ensure compliance with System Standards (Franchise Agreement, Section 4.5).

In furnishing these benefits, facilities or services to you, neither we nor any of our affiliates will exercise control or supervision over you. Management and operation of the hotel is your sole responsibility and obligation.

### **Advertising**

We are not required to engage in or maintain any particular advertising program apart from our general obligations to periodically publish and make available to the traveling public a directory of all System Hotels (including your hotel), to include your hotel in national or regional group advertising of System Hotels, and to include your hotel in international, national and regional market programs. (Franchise Agreement, Section 4.4). Most advertising is placed on the internet, as well as in traditional media (such



as TV, radio, newspaper, magazine, and direct email), generally with national coverage. The source of our advertising is our in-house marketing department, advertising agencies, and other external vendors.

You must advertise and promote the hotel and related facilities and services on a local and regional basis as we specify in the Manual, in a first-class, dignified manner, using our identity and graphics standards for all System Hotels, at your cost and expense. You must submit to us samples of all advertising and promotional materials that we have not previously approved (including any materials in digital, electronic, or computerized form, or in any form of media that exists now or is developed in the future) before you produce or distribute them. You may not begin using the materials until we approve them. You must immediately discontinue your use of any advertising or promotional material that we reasonably believe is not in the best interest of your Hotel or the System, even if we previously approved the materials. Any advertising or promotional materials, or sales or marketing concepts, you develop for your Hotel that we approve may be used by other hotels in the System without any compensation to you. (Franchise Agreement, Section 5.1.7).

You may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your Hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels and Network Hotels. The "Network" means the hotels, inns, conference centers, timeshare properties and other operations that Hilton Worldwide and its subsidiaries own, license, lease, operate or manage now or in the future. "Network Hotel" means any hotel, inn, conference center, timeshare property or other similar facility within the Network. During the term of your franchise you may not utilize a list of customers (whether acquired before or during the term of your franchise) without our prior approval.

You must refer guests and customers, wherever reasonably possible, only to System Hotels and (if and as we direct) Network Hotels. However, we can require you to participate in programs designed to refer prospective customers to other hotels, whether in the System or otherwise. You must also display all material, including brochures and promotional material we provide to System Hotels and Network Hotels; and allow advertising and promotion only of System Hotels and Network Hotels on your Hotel premises (Franchise Agreement, Paragraph 5.1.13).

We may occasionally convene an advisory council to consult with us on advertising policies and marketing programs. Currently we have no such council. If we convene a council, it may consist of franchisees together with representatives of our company-managed hotels and company employees. We may select franchisees for the council by their hotel type, geographic location, being in good standing and demonstrating leadership in the System, or other considerations we deem relevant. The council would serve only in an advisory capacity and would not have operational or decision-making power. We may change or dissolve any advisory council in our discretion.

We may occasionally create marketing programs for specific promotional purposes that include only certain hotels. These programs may focus on a geographic location, particular types of hotels, or other criteria. For example, we may develop a marketing campaign that promotes hotels in a specific tourist destination. For these programs we decide which hotels to include and the nature and method of the marketing under our general marketing policies and practices for System Hotels. If your Hotel is selected for such a program, your participation may be required but there would be no fee for participating.

We may also occasionally provide marketing programs in which your participation is voluntary. Participating hotels normally bear their proportionate costs of participation. We have periodically matched or supplemented the amounts paid by participating franchisees, when, in our opinion, the marketing effort supports our broader (national or global) marketing objectives for the System or Network.

You are not required to participate in any marketing cooperative. We may occasionally develop local marketing programs that operate like cooperatives in that they may consist of a group of franchisees that pool their resources and actively work together on local marketing efforts. However, these cooperatives are not legal entities and do not operate from written governing documents. These cooperatives need not prepare annual or periodic financial statements. We may help form this type of cooperative whenever a group of franchisees wish to get together. Participation is voluntary. The contributions to these cooperatives vary depending on the voluntary contributions of members. These cooperatives may be administered by us, by franchisees, or by an advertising agency. If we participate in a cooperative, we can require it to be formed, changed, dissolved, or merged with another cooperative. We cannot guarantee that we will offer any cooperative marketing programs to franchisees in the future. Any plan that we offer in the future may differ from the plans we offered to franchisees in past years.

We will use your Monthly Program Fee to pay for various programs to benefit the System, including advertising, promotion, publicity, public relations, market research, and other marketing programs; developing and maintaining Brand directories and internet sites; developing and maintaining the Reservation Service systems and support; quality assurance program; and administrative costs and overhead related to the administration or direction of these projects and programs. We have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising and the selection of promotional programs. We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any affiliates. Monthly Program Fees are intended for the benefit of the System, and will not be used to promote or benefit any one property or market. Occasionally, however, Monthly Program Fees may be used for a property or market-specific initiative if we determine it has a strategic value to the System overall. We will have no obligation in administering any activities paid by the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments, or to ensure that the hotel benefits directly or proportionately from such expenditures. We may create any programs, and allocate monies derived from Monthly Program Fees to any regions or localities as we consider appropriate in our sole judgment. The aggregate of Monthly Program Fees paid to us by franchisees does not constitute a trust or "advertising fund" and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other franchisees. We are not obligated to expend funds in excess of the amounts received from franchisees using the System. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions periodically offered by us or our affiliates in which you voluntarily choose to participate. These fees also do not cover the cost of operating the hotel in accordance with the standards in the Manual. (Franchise Agreement, Section 4.4).

### **Web Sites**

You may not register, own, or maintain any internet domain names, World Wide Web or other electronic communications sites, including mobile applications (each, a "Site" and collectively, "Sites"), relating to the Network, the System, or your hotel, or that include the Marks. The only Sites, or Site contractors, that you may use for your Hotel are those assigned or approved by us. You must obtain our prior written approval of any third-party Site in which your Hotel will be listed, any proposed links between the Site and any other Sites ("Linked Sites"), and any proposed modifications to all Sites and Linked Sites. All Sites containing any of the Marks and any Linked Sites must advertise, promote, and reflect on your Hotel and the System in a first-class, dignified manner. Our right to approve all materials is necessitated by the fact that those materials will include and be inextricably linked with the Marks. Any use of the

Marks on the internet and any other computer network or electronic distribution system, including mobile applications, must conform to our requirements, including the content, identity, and graphics standards for all System Hotels. Given the changing nature of computer and communications technology, we have the right to withhold our approval, withdraw any prior approval, and to modify our requirements at any time.

You may not (without a legal license or other legal right) post on your Sites or disseminate in any form any material in which any third party has any direct or indirect ownership interest, including video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image in which any third party may claim intellectual property ownership interests. You must incorporate on your Sites any other information we require in the manner we consider necessary to protect our Marks.

When your Franchise Agreement expires or terminates, you must irrevocably assign and transfer to us or our designee all of your right, title and interest in any domain name listings and registrations that contain any references to our Marks, System or Brand, notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Brand, and authorize and instruct the cancellation or transfer of the domain name to us or our designee, as directed by us. You must also delete all references to our Marks or brands from any other Sites you own, maintain or operate after the expiration or termination of the Franchise Agreement. (Franchise Agreement, Section 9.5).

### **Time Frame for Opening the Hotel**

You must begin construction of a New Development hotel within 15 months from the date of we approve your Application. You must complete construction of a New Development hotel, receive our authorization for opening and open within 27 months from the date we approve your Application.

In Conversion, Re-licensing or Change of Ownership situations, you may be required to upgrade the property to meet our standards. We establish a deadline by which you must begin the work on a project-by-project basis. You must complete the requisite upgrades for Change of Ownership situations within the timeframes we establish in the PIP. In Conversion and Re-licensing situations, we determine the commencement and completion deadlines according to the PIP. We determine the deadlines for beginning and completing work for room additions on a project-by-project basis.

## **ITEM 12 TERRITORY**

We grant franchisees a non-exclusive license to use the System during the term of the Franchise Agreement to operate a franchised hotel at a specified location. There are no provisions in the standard Franchise Agreement granting franchisees a protected area or territory. You will not receive an exclusive territory. You may face competition from other franchisees, from hotels that our affiliates own, or from other channels of distribution or competitive brands that we control. The standard Franchise Agreement permits us to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, a competitive brand, or otherwise. We and our affiliates have the right to engage in any Other Businesses, even if they compete with the hotel, the System, or the Brand, and whether we or our affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses. We may also: (a) modify the System by adding, altering, or deleting elements of the System; (b) use or license to others all or part of the System; (c) use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and (d) use the System, the Brand and the Marks in the Other Businesses. You acknowledge and agree that you have no rights to,

and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including, but not limited to, liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty. "Other Businesses" means any business activity we or our affiliates engage in, other than the licensing of your hotel.

We may, however, agree to give franchisees certain specific territorial restrictions ("Restricted Area Provision") for an area surrounding the franchised hotel and encompassing the immediate competitive market for the hotel as may be agreed on by the parties ("Restricted Area"). If we agree to give you a Restricted Area Provision for your New Development or Conversion, it will normally be for an agreed-on time period, which is shorter than the term of the Franchise Agreement ("Restrictive Period"). We will not normally grant a Restricted Area Provision for a Change of Ownership or Re-licensing, although we will occasionally do so under certain unique circumstances. The following discussion applies where we agree to give you a Restricted Area Provision in your Franchise Agreement:

1. **Restricted Area.** The boundaries of the Restricted Area will normally depend on the relevant market in the immediate area and competitive circumstances in the relevant market at the time you sign the Franchise Agreement. The boundaries will vary in size and shape from hotel to hotel. Boundaries will not be delineated according to any standard formula, but may be delineated in various ways, including references to cities, metropolitan areas, counties or other political subdivisions, references to streets or highways, or references to an area encompassed within a radius of specified distance from the front door of the hotel.
2. **Restricted Area Provision.** The Restricted Area Provision will typically restrict us and our affiliates from operating, or authorizing someone else to operate, another Brand hotel during the Restrictive Period and within the Restricted Area (except as described in Paragraph 3 below). Brand means the name used to identify the chain of hotels operated under the Standards. For purposes of the Restricted Area Provision only, the Brand will also include all hotels and motels under the "Hampton," "Hampton Inn" and "Hampton Inn & Suites" brands. But it will exclude any other brands or product lines containing "Hampton" in the name. It will also exclude Hilton Worldwide Holdings Inc., its affiliates, and other chains of hotels that include the word "Hilton" as part of their brand name (such as "Hilton Garden Inn," "DoubleTree by Hilton" or "Homewood Suites by Hilton").
3. **Exclusions from the Restricted Area Provision:** The Restricted Area Provision will generally not apply to: (a) any hotel or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date, or any hotel located or to be located within the Restricted Area that replaces such hotel under the Brand; (b) hotels or motels under brands other than the Brand; (c) hotels or motels that will not begin operating under the Brand until after the expiration of the Restrictive Period; (d) gaming-oriented hotels or facilities using the Brand; (e) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Brand; and (f) any hotels, motels, or inns that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name.

- 4. Restrictive Period.** The Restrictive Period will normally be for an agreed-on time period. Generally, this period will be shorter than the term of the Franchise Agreement, usually tied to a specified number of years from the date your Franchise Application was approved. In some cases, the Restrictive Period may reduce in geographic scope after an agreed-on time period. The continuation of the Restrictive Period will not depend on your achieving any particular sales volume or market penetration. An increase in population in the Restricted Area will not affect it and there are no other circumstances when your Restricted Area may be altered. Historically, we have extended the Restrictive Period for the full term of the Franchise Agreement; however we do not intend to do so in the future. Those restrictions as to entities other than us may lapse if the Brand is no longer affiliated with Hilton Worldwide.

**IMPORTANT NOTES:** A Restricted Area Provision will not give you protection from previously existing hotels which are managed or licensed by us or an affiliate or our or their predecessors, or any hotel site for which we or an affiliate or its predecessor have approved an application and/or signed a franchise agreement, management agreement, lease or license agreement for a System Hotel to be developed. In addition, a Restricted Area Provision will not give you protection from any replacement hotel that replaces or will replace another such existing hotel or hotel site. SOME STATE AND/OR OTHER LAWS PROVIDE THAT TERRITORIAL RESTRICTIONS AND/OR AREA RESTRICTIONS ARE VOID, VOIDABLE AND/OR SUPERSEDED BY LAW.

There may currently be franchised or company-owned Network Hotels situated in or near your area. We, Hilton Worldwide and our affiliates or subsidiaries may establish new franchised, company-owned or company-managed Network hotels in or near your area.

You may compete with any Network Hotels in and near your area. There is no mechanism for resolving any conflicts that may arise between your hotel and franchised or company-owned Network Hotels. Any resolution of conflicts regarding location, customers, support or services will be entirely within the business judgment of Hilton Worldwide and us.

See Item 1 for a description of the hotel brands licensed, operated and managed by, or otherwise affiliated with Hilton Worldwide. You may compete with these guest lodging properties.

We and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your hotel and the System. We and/or our affiliates may own, operate, manage, franchise, license, lease, acquire or establish, or serve as franchisee or licensee for, competitive guest lodging facilities or networks anywhere, including within your Restricted Area, if any, under any brands or marks (but not a System Hotel, within your Restricted Area, if any). We and/or our affiliates may also furnish services, products, advice and support to guest lodging facilities, networks, properties or concepts located anywhere, including in your Restricted Area, if any, in any manner we or our affiliates determine. We and/or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging facilities located anywhere (provided that your Restricted Area protections, if any, will be observed). Further, we and/or our affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business's facilities, including within your Restricted Area, if any, and that following such activity we may operate, franchise or license those other facilities under any brands or marks anywhere regardless of the location of those businesses and/or facilities (but not a System Hotel, within your Restricted Area, if any). There is no mechanism for resolving any conflicts that may arise between your hotel and other hotels described in this paragraph.

You may not register, own or maintain any Sites relating to the Network or your hotel or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to your hotel or the Franchise Agreement are those we assign or otherwise approve in writing. You must obtain our advance written approval for any third-party Site in which your hotel will be listed, and any proposed links between the third-party Site and any Linked Sites and any proposed modifications to all Sites and Linked Sites. See Item 11 for further information concerning our Web Site requirements and limitations. The Franchise Agreement does not otherwise limit the channels through which you may solicit customers for your hotel.

We do not permit the relocation of franchised hotels. You have no options, rights of first refusal or similar rights to acquire additional franchises.

## ITEM 13 TRADEMARKS

### **Trademark Use: Your Rights**

We grant you a limited, nonexclusive right to use our System in the operation of a hotel at a specified location under one of the licensed trademarks "Hampton Inn" or "Hampton Inn & Suites" (each a "Principal Mark"). As used in the Franchise Agreement and this Disclosure Document, the System includes the Marks, including the Principal Mark "Hampton." The Marks include the Principal Mark and all other service marks, copyrights, trademarks, logos, insignia, emblems, symbols, and designs (whether registered or unregistered), slogans, distinguishing characteristics, trade names, domain names, and all other marks or characteristics associated or used with or in connection with the System, and similar intellectual property rights, that we designate to be used in the System.

Our affiliate, HIH, holds the rights to the Marks, including the following trademarks and service marks, which are registered on the United States Patent and Trademark Office Principal Register:

Mark	Registration Number	Registration Date
Hampton (words)	2482431	8/28/2001
Hampton Inn (words)	1305512	11/13/1984
Hampton Inn (logo)	1343583	6/18/1985
Hampton Inn (logo lined for color)	1343584	6/18/1985
Hampton Inn & Suites (words)	1935900	11/14/1995
Hampton Inn & Suites (logo)	2079257	7/15/1997
100% Satisfaction Guarantee (circular logo)	2940916	4/12/2005
1-800-HAMPTON (word)	2116479	11/25/1997
Cartouche Design (logo)	1352215	7/30/1985
Friendly service, clean rooms and a complimentary breakfast. If you're not satisfied, we don't expect you to pay. That's our commitment and your guarantee. That's 100% Hampton.	3035760	12/27/2005
Hampton's On The Run (words)	3628761	5/26/2009
Hit The Road Rates (word)	2478122	8/14/2001
Hit The Road (words)	2675263	1/14/2003
On the House (words)	3058335	2/7/2006

Mark	Registration Number	Registration Date
That's 100% Hampton. (words)	2925988	2/8/2005
We Love Having You Here (words)	2853920	6/15/2004
We're With You All The Way (word)	2480023	8/21/2001
Clean and Fresh Hampton Bed (words)	3884317	11/30/2010
Hamptonality (words)	4276949	1/15/2013

We entered into a license agreement with HIH which grants us the right to use the Marks in connection with the System in the US. The term of the license agreement between us and HIH continues indefinitely so long as each party continues to be an affiliate of Hilton Worldwide. HIH has certain enforcement rights in the event we default under the license agreement, including the right to terminate the license agreement if we fail to cure a default within the time period specified in the license agreement. These enforcement rights or any other rights of HIH to terminate the license agreement will not affect your right to use the Marks licensed to you under the Franchise Agreement as long as you are in good standing under the Franchise Agreement. The Marks may be transferred to another affiliate for administrative purposes periodically, and we will continue to have a license to use the Marks in connection with the System in our franchise business. The Franchise Agreement does not grant you the right to use any other marks owned by our affiliate HIH.

You may use the Marks only in connection with the System and only in the manner we designate, as set out in the Franchise Agreement and the Standards. We may designate additional Marks, change the way Marks are depicted, or withdraw Marks from use at any time. We will not withdraw the Principal Mark. We reserve the right to limit what Marks each brand of hotel may use. For example, a Hampton Inn hotel is not referred to as a Hampton Inn & Suites hotel without our written consent.

Your hotel will be initially known by the trade name set forth in the Addendum ("Trade Name"). We may change the Trade Name at any time, but we will not change the Principal Mark. You may not change the Trade Name without our specific written consent.

Under the terms of the Franchise Agreement, you acknowledge and agree that you are not acquiring the right to use any service marks, copyrights, trademarks, logos, designs, insignia, emblems, symbols, designs, slogans, distinguishing characteristics, trade names, domain names or other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

### **Use of the Marks: Your Duties**

We have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. We will have the sole right and responsibility to handle disputes with third-parties concerning use of the Marks or the System. The protection of the Marks and their distinguishing characteristics as standing for the System is important to all of us. For this reason, you must immediately notify us of any infringement of or challenge to your use of any of the Marks. You may not communicate with any other person regarding any such infringement, challenge or claim. We will take the action we consider appropriate with respect to such challenges and claims and we will have the sole right to handle disputes concerning the Marks or the System. You must fully cooperate with us in these matters. Under the terms of the Franchise Agreement, you appoint us as your exclusive attorney-in-fact, to defend and/or settle all disputes of this type. You must sign any documents we believe are necessary to obtain protection for the Marks and the System and assign to us any claims you may have related to these matters. Our

decision as to the prosecution, defense and settlement of the dispute will be final. All recoveries made as a result of disputes with third-parties regarding the System or the Marks will be for our account.

You must operate under and prominently display the Marks in your hotel. You may not adopt any other brands in operating your hotel that we do not approve. You also may not use any of the Marks, or the words “Hampton,” “Hampton Inn,” “Hampton Inn & Suites,” “Hampton Inn by Hilton,” “Hampton Inn & Suites by Hilton” or any similar word(s) or acronyms: (a) in your corporate, partnership, business or trade name except as we provide in the Franchise Agreement or the Manual; (b) any Internet-related name (including a domain name), except as we provide in the Franchise Agreement or in the Manual; or (c) any business operated separate from your hotel, including the name or identity of developments adjacent to or associated with your hotel. Any unauthorized use of the Marks will be an infringement of our rights and a material breach of the Franchise Agreement.

### **Agreements, Proceedings, Litigation and Infringing Uses**

There are no agreements currently in effect which significantly limit our rights to use or license the use of these Marks in any material manner. There are no infringements actually known to us that could materially affect your use of the Marks. There are no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or the trademark administrator of any state or any court in the United States involving our Marks. There is no pending material litigation or pending infringement, opposition or cancellation proceedings in the United States that could materially affect the use of our Principal Mark. All required affidavits and renewals have been filed.

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

Our license from HIH includes a license to all the intellectual property rights relating to the Hampton Brand in the US. You may use this intellectual property only in connection with the System and only in the manner we designate, as set out in the Franchise Agreement and the Standards. The Franchise Agreement does not grant you the right to use any other intellectual property owned by any of our affiliates.

US Patent No. D501194 S was issued to our affiliate on January 25, 2005, and has been licensed to us. This design patent describes the design of the Hampton Clock Radio, which is being used in every Hampton guest room. Features of the clock radio design described in the patent application include large buttons with Hampton graphics/images on the top of the clock radio that may be preset to various radio stations for simplified use by the guest; simplified alarm setting procedure with 3-step instructions written on the top of the clock radio; time set buttons on the back of the clock radio to discourage guests from changing the time that appears on the clock radio; daylight savings time “on/off” switch to simplify process of changing the time; clock time display and alarm time display automatically and simultaneously visible on the LCD display; and automatic shut off of music after 90 minutes.

US Patent. No. USD602282S was issued to our affiliate on October 20, 2009, and has been licensed to us. The design patent describes Hilton’s Window Wall Furniture System currently being used in some Hampton Brand hotels.

HIH’s and our rights to use or license these patents are not materially limited by any agreement or known infringing use.

We will have the sole right and responsibility to handle disputes with third-parties concerning the patents. The protection of the patents and their distinguishing characteristics are important to all of us.



For this reason, you must immediately notify us of any infringement or challenge to our use of the patents. You may not communicate with any other person regarding any such infringement, challenge or claim. We will take the action we consider appropriate with respect to such challenges and claims and only we will have the sole right to handle disputes concerning the patents. You must fully cooperate with us in these matters. Under the terms of the Franchise Agreement, you appoint us as your exclusive attorney-in-fact, to defend and/or settle all disputes of this type. You must sign any documents we believe are necessary to obtain protection for the patents and assign to us any claims you may have related to these matters. Our decision as to the prosecution, defense and settlement of the dispute will be final. All recoveries made as a result of disputes with third-parties regarding the System or the Marks will be for our account. You must also agree not to contest our or HIH's interest in these patents or our other trade secrets.

Our affiliate owns the copyrights for building plans. The building plans for Hampton Inn hotels were registered with the United States Copyright Office on May 9, 1984 under registration numbers VA 60634 and VA 60635. These copyrights expire on December 31, 2059 and are not renewable. The Hampton Inn & Suites building plans were registered at the United States Copyright Office on May 9, 1994 under registration number VAU 313-183. This copyright expires on December 31, 2069 and is not renewable. We have the right to use, and grant our franchisees rights to use, these copyrighted plans to construct Hampton Brand hotels.

HIH's proprietary information, which has been licensed to us, consists of the Manual and all other information or materials concerning the methods, techniques, plans, specifications, procedures, information, systems and knowledge of and experience in the development, operation, marketing and licensing of the System ("Proprietary Information"). You must treat the Proprietary Information as confidential. You must adopt and implement all reasonable procedures we may periodically establish to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to your employees and the use of non-disclosure and non-competition clauses in agreements with your employees, agents and independent contractors who have access to the Proprietary Information.

The Standards, as compiled in the Manual or set out in the Franchise Agreement or otherwise, set forth our requirements and recommended practices and procedures regarding the specifications, requirements, criteria, and policies for design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotel and inn operations and for hotel identification, advertising and accounting. Although neither we, nor HIH, nor any predecessor of either of us, have filed an application for a copyright registration for the Manual, we and HIH claim copyrights, and the information is Proprietary Information. You must comply with our requirements concerning confidentiality of the Manual. You may not copy or distribute any part of the Manual to anyone who is not affiliated with the System. You must also promptly tell us, in writing, when you learn of any unauthorized use of our Proprietary Information. We will respond as we think appropriate. We are not, however, obligated to participate in your defense or indemnify you for damages or expenses if you are a party to a proceeding involving the copyright on the Manual. Items 11 and 15 of this Disclosure Document further describe the limitations on the use of the Manual by you and your employees.

Although neither HIH nor any predecessor has filed an application for copyright registration for the Hilton OnQ software, which includes OnQ (formerly System 21) and other Hilton Systems (namely the Revenue and Customer Relationship Management Systems), HIH claims copyrights and the information is Proprietary Information. You may not copy or distribute any of the Hilton OnQ software, and you must notify us of any unauthorized use of the Hilton OnQ software.

There are no agreements currently in effect which significantly limit your right to use any of HHH's registered or claimed copyrighted materials. Also, there are no currently effective determinations of the US Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of HHH's registered or claimed copyrights discussed above. As of the issuance date of this Disclosure Document, we are not aware of any infringing uses of or superior prior rights to any of HHH's registered or claimed copyrights which could materially affect your use of them.

If it becomes advisable at any time in our sole discretion to modify or discontinue the use of any current or future copyright and/or the use of one or more additional or substitute copyrights, you must comply with our instructions. We are not obligated to reimburse you for any costs, expenses or damages.

Although the patents and copyrights described above are held by HHH, they may be transferred to another affiliate for administrative purposes periodically, and we will continue to have a license to use them in connection with the System in our franchise business.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for the Marks described in Item 13 of this Disclosure Document.

All information we obtain from you or about your hotel or its guests or prospective guests under the Franchise Agreement or any related agreement (including agreements relating to the computerized reservation, revenue management, property management, and other system(s) we provide or require), or otherwise related to your hotel ("Information"), and all revenues we derive from the Information will be our property. You may use information that you acquire from third-parties in operating your hotel, such as customer data, at any time during or after the Term to the extent lawful and at your sole risk and responsibility, but only in connection with operating your hotel. The Information (except for Information you provide to us or Hilton Worldwide with respect to yourself and your affiliates (if any), including your or your affiliates' respective officers, directors, shareholders, partners or members) will become our Proprietary Information which we may use for any reason as we consider necessary or appropriate, in our judgment, including making financial performance representations in any Franchise Disclosure Document. You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to your hotel ("Privacy Laws"). In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, customer relationships and Privacy Laws.

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

Whether you are an individual, corporation, limited liability company, partnership or other entity, you are at all times responsible for the management of your hotel's business. You may fulfill this responsibility only by providing qualified and experienced management satisfactory to us, which may be a third-party management company ("Management Company"), which we have approved in writing. However, you may not enter into any lease, management agreement or other similar arrangement for the operation of your hotel or any part of your hotel with any person or entity without first obtaining our written consent. To be approved by us as the operator of the hotel, we must consider you or any proposed Management Company to be qualified to manage the hotel. We may refuse to approve you or any proposed Management Company which, in our reasonable business judgment, is inexperienced or unqualified in managerial skills or operating capacity or capability, or is unable to adhere fully to the obligations and requirements of the Franchise Agreement. We reserve the right to not approve a Competitor (defined below), or any entity that is the exclusive manager for a Competitor through itself or an affiliate, to manage your hotel. If your Management Company becomes a Competitor, or if in our sole judgment

your Management Company becomes unsuitable to manage your hotel, you will have 90 days to retain a qualified substitute Management Company that we approve.

A "Competitor" means any individual or entity that at any time during the Term, whether directly or through an affiliate, owns in whole or in part, or is the licensor or franchisor of, a Competing Brand, irrespective of the number of hotels owned, licensed or franchised by the Competitor under such Competing Brand. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand hotel, so long as the individual or entity is not the exclusive manager of the Competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its affiliates is an officer, director, or employee of the Competing Brand, or exercises, or has the right to exercise, control over the business decisions of the Competing Brand. A "Competing Brand" means a hotel brand or trade name that, in our sole business judgment, competes with the System or any Network Hotel.

Any Management Company must have the authority to perform all of your obligations under the Franchise Agreement, including all indemnity and insurance obligations. After we approve the Management Company, we can require the general manager and other personnel, such as your director of sales, to attend training programs that pertain to the operational functions of the hotel related to those roles that are necessary to meet our Brand Standards.

We may determine that you are not qualified to operate the hotel, and if so, we will require you to retain a Management Company to operate the hotel. Normally, we do not require that you engage us as the Management Company in order to obtain a license. Occasionally, because of the distribution of company-managed hotels in a particular geographic area, or other factors, we may determine that the development of a new hotel is appropriate only if we manage the hotel. In that case, we may condition the granting of a license on our managing the hotel.

We do not require you or your manager to sign an agreement not to compete with us after termination of the Franchise Agreement. However, you may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels or Network Hotels. You must not copy or disclose any confidential or proprietary materials.

After a review of the financial information submitted with your Application and the proposed ownership of the hotel and real property, we determine guaranty requirements. Each required guarantor, who may include the spouse of an owner of the hotel or the franchisee, must sign a Guaranty, by which the guarantor assumes and agrees to discharge certain of the Franchisee's obligations under the Franchise Agreement. In addition, we may require you to provide a Guaranty from a third party acceptable to us as a condition to our issuing a lender comfort letter for a loan related to the hotel or as a condition to our consent to certain kinds of loans you or your principals may obtain. Such loans may include those in which the hotel loan will be cross-collateralized and/or cross-defaulted with loans to other hotels or loans secured by the hotel that are not for the direct benefit of the hotel. If we send you a written notice of default, we may also require you to provide a Guaranty from a third party acceptable to us covering all of your obligations under the Franchise Agreement. A copy of the Guaranty is attached as Exhibit E.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

We do not impose any restrictions as to the customers to whom you may sell goods or services. In general, you must comply with our requirements as to the types and levels of services, amenities and products that must or may be used, promoted or offered at or in connection with the hotel. You must

comply with our requirements regarding supplies, including our specifications for all supplies and our policies regarding suppliers from whom you purchase supplies. High standards are the essence of the System we license to you.

You must operate your hotel 24 hours a day every day, except as we may otherwise permit based on special circumstances. You must operate, furnish, maintain and equip your hotel in a clean, safe and orderly manner and in first-class condition under the provisions of the Franchise Agreement and the Standards, and in compliance with all applicable local, state, and federal laws, customs and regulations, including maintaining and conducting your business using sound business and financial practices. You must adopt, use and comply with the Standards, and keep your Manual current at all times. You must also provide efficient, courteous and high-quality service to the public.

You may not make any change in the number of approved guest rooms set forth in the Addendum to your Franchise Agreement or any other significant change (including major changes in structure, design or decor) in the hotel without our prior written approval. You may not offer products or services unless and until they have been approved by us. Minor redecoration and minor structural changes that comply with our standards and specifications will not be considered significant.

We may periodically require you to modernize, rehabilitate and/or upgrade your hotel's fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then current standards and specifications specified in the Manual. These standards will benefit the System as a whole. You must make these changes at your sole cost and expense. You must also maintain acceptable product quality ratings at your hotel and maintain the hotel in accordance with the Standards. We may make limited exceptions from some of those standards based on local conditions or special circumstances but we are not required to do so.

There is no limit on our right to make changes to the System. We make changes to the System based on our assessment of the long-term best interests of hotels using the System, considering the interest of the System overall. You must comply with all changes we adopt. We may require that you purchase particular models or brands of merchandise for resale to be sold from the hotel from us or from a source we designate.

You must participate in and use the required Reservation Service, including any additions, enhancements, supplements or variants which we or our affiliates develop or adopt. You must honor and give first priority on available rooms to all confirmed reservations referred to your hotel through the Reservation Service. The Reservation Service is the only reservation service or system you may use for outgoing reservations referred by or from your hotel to other hotels or other reservation services we or our affiliates designate.

You must participate in, and pay all charges related to, all guest frequency programs we or Hilton require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. You may not charge any Mandatory Guest Fee without our consent, in accordance with the Standards.

We periodically adopt programs whereby our Systems and the systems of our affiliates, promote each other. Currently, under a program we refer to as "cross-selling," if a customer calls our Reservations Service Center and we are unable to find suitable accommodations in any hotel in the System (and the customer would otherwise terminate the phone call), we will try to find suitable accommodations with

System Hotels (or that of our affiliate). We may implement a common platform for the reservation programs of our various hotel systems, so that we can cross-sell the hotels of all our systems (and those of our affiliates).

We may require you to offer amenities such as restaurants, lounges, recreational facilities (pool, whirlpool, exercise room, sauna, etc.), parking facilities, meeting and function space, gift shop and other concessions. The types and quality of the products and services that supplement the above amenities must also comply with our requirements.

You may not conduct or permit gaming or casino operations in the hotel or on the hotel premises without our express written prior permission, which we may withhold at our sole discretion.

Except as described in the following sentence, you may not conduct or permit the sale of timeshares, vacation ownership, fractional ownership, condominiums, or like schemes at or adjacent to your hotel without our written permission, you may do so only as we permit and we may withhold permission at our sole discretion. You may conduct timeshare or condominium sales or marketing at any property that you own or lease which is located adjacent to the hotel so long as you do not use any of the Marks in these sales efforts and you do not use the hotel or its facilities in these timeshare or condominium sales, marketing efforts or business operations.

You may not share the business operations and your hotel facilities with any other hotel, inn, conference center, lodging facility or similar business without our express permission, which we may withhold for any reason. If we permit your Hotel to share facilities with another hotel in our Network (which is also franchised or managed by us or any of our Affiliates), then you must sign the Shared Facilities Addendum to the Franchise Agreement, shown in Exhibit D to this Disclosure Document. You are not allowed to engage in any tenant-in-common syndication or transfer of any tenant-in-common interest in the hotel or the hotel site, other than a Transfer that is otherwise a Permitted Transfer, without our express permission, which we may withhold for any reason. If we permit you to share your business operation or engage in a tenant-in-common syndication or transfer, you must comply with any terms that we require as a condition to our approval.

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

**This table lists certain important provisions of the Franchise Agreement and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to this Disclosure Document. See Exhibits D and G.**

### THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
a. Length of the franchise term	FA §3, Addendum	New Construction: Generally, at midnight on the last day of the month 22 years after the Effective Date.
		Conversion: Generally, at midnight on the last day of the month 10 to 20 years after the Opening Date.
		Change of Ownership: Generally, either the remaining Term under the existing franchise agreement, or such other term as we may approve.

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
	HITS Agreement 1.1	The HITS Agreement will run concurrently with the Franchise Agreement, and will automatically terminate on the termination or expiration of the Franchise Agreement.
b. Renewal or Extension of the term	FA §3	You do not have the right to renew or extend the Franchise Agreement.
	HITS Agreement Not applicable	The HITS Agreement will run concurrently with the Franchise Agreement. You do not have the right to renew or extend the HITS Agreement.
c. Requirements for you to renew or extend	FA – Not applicable	You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a contract with materially different terms and conditions from the original Franchise Agreement, and you must comply with any PIP performance conditions that we specify.
	HITS Agreement Not applicable	The HITS Agreement will run concurrently with the Franchise Agreement. You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a new HITS Agreement with materially different terms and conditions from the original HITS Agreement.
d. Termination by you	FA §13.4 and 13.5	You are not authorized to terminate the Franchise Agreement before expiration of the Term. If you unilaterally terminate the Franchise Agreement without cause, it is a material breach of the Franchise Agreement, and you must pay to us, on demand, Liquidated Damages, or we may seek to recover actual damages in certain circumstances.
	HITS Agreement – Not applicable	You must operate under the HITS Agreement as long as the Franchise Agreement is in effect.
e. Termination by us without cause	FA §§11.1 and 11.2	Condemnation: you must immediately inform us of any proposed taking of any portion of the hotel by eminent domain, and we may terminate the Franchise Agreement on notice to you, and will release you from the obligation to pay Liquidated Damages.  Casualty: You must immediately inform us if the Hotel is damaged by fire or other casualty, or Event of Force Majeure. If the casualty requires closing of the Hotel, you may choose to repair or rebuild according to the Standards provided that the hotel reopens no later than 18 months after the closing. If you elect not to repair or rebuild the hotel after a condemnation or casualty to the hotel, we may terminate the franchise agreement on notice to you. We will release you from the obligation to pay Liquidated Damages as long as you and your Affiliates do not own or operate a hotel at the site under a lease, license or franchise with a Competitor within 3 years after the termination.
	HITS Agreement 4.1	If we terminate the Franchise Agreement or any other agreement that allows you to operate the hotel, we can terminate the HITS Agreement.
f. Termination by us with cause	FA §13	Except as described above, we can terminate only if you fail to satisfy any obligations under the Franchise Agreement or any attachment to it.
	HITS Agreement 4.1	Except as described above, we can terminate only if you fail to satisfy any obligations under the HITS Agreement.

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		Termination of the Franchise Agreement also terminates the HITS Agreement.
g. "Cause" defined – defaults which can be cured	FA §13.1	We may terminate the Franchise Agreement by written notice to you at any time before its expiration on any of the following grounds: (1) you fail to pay us any sums due and owing to us or our Affiliates within the cure period in the notice (at least 10 days); (2) you fail to commence or complete the Hotel Work by the applicable deadline, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period in the notice (at least 10 days); (3) you fail to comply with any provision of this Agreement, the Manual or any System Standard and do not cure that default within the cure period in the notice (at least 30 days); or (3) you do not purchase or maintain required insurance or do not reimburse us for our purchase of insurance on your behalf within the cure period in the notice (at least 10 days)
	FA §13.3	If you fail to cure within the specified cure period, we may delay termination but suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us, and divert reservations for your Hotel to other System or Network Hotels; remove the listing of the hotel from any directories or advertising; disable all or any part of the software provided to you and/or may suspend any one or more of the information technology and/or network services that we provide or support; and charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with any applicable non-compliance, intervention or administration fees.
	HITS Agreement 4.1	We can terminate if you (1) fail to pay us sums due and fail to cure your default within 10 days; (2) you breach your obligations of confidentiality; (3) you fail to timely refresh the Authorized Equipment; or (4) you default under any other provision of the HITS Agreement and fail to cure your default within 30 days after notice from us. The HITS Agreement will automatically terminate on the termination or expiration of your Franchise Agreement.
h. "Cause" defined – non-curable defaults	FA §13.2	We may terminate the Franchise Agreement immediately on notice to you, without giving you any opportunity to cure the default if:
	FA §13.2 (1)	after curing any material breach, you engage in the same non-compliance within any consecutive 24 month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;
	FA §13.2 (2)	we send you 3 notices of material default in any 12-month period, regardless of whether the defaults have been cured;
	FA §13.2 (3)	you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;
	FA §13.2 (4)	you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		of any such pleading filed against you or the hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the hotel under any law; or you have an order entered against you appointing a receiver for the hotel or a substantial part of your or the hotel's assets;
	FA §13.2 (5)	you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;
	FA §13.2 (6)	you fail to operate the Hotel for 5 consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;
	FA §13.2 (7)	you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;
	FA §13.2 (8)	you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or our Affiliates;
	FA §13.2 (9)	you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;
	FA §13.2 (10)	you Transfer any interest that is not in compliance with the Franchise Agreement;
	FA §13.2 (11)	You, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or otherwise breach the representations in the Franchise Agreement;
	FA §13.2 (12)	information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency;
	FA §13.2 (13)	any Guarantor breaches its guaranty to us;
	FA §13.2 (14)	a threat or danger to public health or safety results from the construction, maintenance, or operation of the hotel;
	FA §13.2 (15)	you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.28; or
	FA Shared Facilities Addendum	if we withdraw our consent to your Hotel's use of Shared Facilities and you fail to construct comparable facilities or amenities in order for the Hotel to meet the Standards.
	HITS Agreement 4.1	You have no right to cure once your Franchise Agreement terminates.
i. Your obligations on	FA §13.6	On termination or expiration of the Agreement you must immediately:



Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
termination, expiration or non-renewal	FA §13.6 (1)	pay all sums due and owing to us or any of our Affiliates, including liquidated damages and any expenses incurred by us in obtaining injunctive relief for the enforcement of the Franchise Agreement;
	FA §13.6 (2)	cease operating the Hotel as a System hotel and cease using the System;
	FA §13.6 (3)	cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods; deliver all goods and materials containing the Marks to us; make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials.
	FA §13.6 (4)	cease representing yourself as then or formerly a System hotel or affiliated with the Licensed Brand or the Network;
	FA §13.6 (5)	return all copies of the Manual and any other Proprietary Information to us;
	FA §13.6 (6)	cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the hotel, and authorize their transfer to us; and
	FA §13.6 (7)	irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify; delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of the Franchise Agreement.
	HITS Agreement 4.2	You must stop using our software and related documents, return all copies to us, and certify to us that you have done so.
j. Assignment of contract by us	FA §12.1	We may assign or transfer the Franchise Agreement and any of our rights, duties or assets to any person or entity without your consent so long as the assignee assumes all of our obligations to permit you to operate the Hotel.
	HITS Agreement 2.1	HSS may delegate its operational responsibilities under the HITS Agreement to third parties but remains responsible.
k. "Transfer" by you – definition	FA §§1 and 12.2	Any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest, including a transfer of an interest the hotel, the Franchise

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		Agreement, the site on which the hotel is located or any direct or indirect Equity Interest as defined in the Franchise Agreement. You may not transfer to a Competitor or a Sanctioned Person.
	HITS Agreement – Not applicable	Transfer is not defined in the HITS Agreement. We consider any attempt on your part to transfer or assign any of your rights or obligations under the HITS Agreement to be a "transfer" by you.
l. Our approval of transfer by you	FA §12.2	A Transfer of any interest in you, the Hotel, the Hotel Site, or the Franchise Agreement (or any rights or obligations under it) are prohibited unless expressly allowed in the Franchise Agreement. The Franchise Agreement allows 2 types of Transfers if certain conditions are satisfied: (a) Permitted Transfers; and (b) Change of Ownership Transfers. In any Transfer, the proposed Transferee may not be a Sanctioned Person or a Competitor.
	HITS Agreement 2.1	You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.
m. Conditions for our approval of transfer	FA §12.2.1	Permitted Transfers are Transfers that will not result in a change of Control of you, the Hotel, or the Hotel Site.
	FA §12.2.1.1	You may complete the following types of Permitted Transfers without giving us notice or obtaining our consent: Transfers of (a) Publicly Traded Equity Interests; (b) privately held Equity Interests when the transferee will hold less than 50% after the Transfer, and there is no resulting change of Control; and (c) interests within and to designated institutional investment funds if the named asset manager does not change.
	FA §12.2.1.2	For the following types of Permitted Transfers, unless the Transfer otherwise qualifies under 12.2.1.1, you must give us 60 days' written notice, obtain our consent, follow our then-current procedure for processing Permitted Transfers, sign documents required by us, and pay a processing fee: Transfers (a) to Affiliates; (b) to a family member or trust; (c) on death; and (d) of privately-held Equity Interests if more than 50% will have changed hands since the Effective Date of the Franchise Agreement. We will waive the processing fee for 1 Permitted Transfer before the Opening Date.
	FA §12.2.2	Any Transfer that is not a Permitted Transfer under §12.2.1 is a Change of Ownership Transfer. You must give 60 days' written notice and provide any information we may require to consent to this type of transfer, not be in default; pay all amounts due to us and our Affiliates through closing; conclude any suit, action or proceeding that is pending or threatened against you, us or any of our Affiliates with respect to the Hotel, or provide adequate security. Proposed transferee must meet our then-current business requirements for new franchisees, including credit, background investigation, operations experience, prior business dealings, and other relevant factors. Proposed transferee must submit a

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		completed and signed Change of Ownership Application, pay our Franchise Application Fee, sign our then-current form of franchise agreement, agree to our request for upgrades to the hotel (which may include payment of a PIP fee); agree to indemnify, hold harmless and defend us and our affiliates against any action by a Government Entity arising in connection with any fees or costs you charged to customers; and, if applicable, the Proposed transferee's guarantors must sign our then-current form of guaranty of franchise agreement. Proposed transferee must not be a Sanctioned Person or a Competitor. If the transferee has SBA financing, you and the transferee must agree to escrow and disburse our estimated fees to us at closing. We will refund any excess about 30 days after closing.
	FA §12.3	You must give 60 days' advance notice of a public offering or private placement; follow our instructions about the use of the Marks and disclosure; and indemnify us from any claims related to the offer or sale of your securities; pay a processing fee when you submit the request and pay any additional costs we may incur.
	FA §12.4	You or an Equity Owner may mortgage or pledge the hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the hotel, without notifying us or obtaining our consent, if (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. We may issue our consent in the form of a "lender comfort letter" agreement in a form satisfactory to us, and may include an estoppel and general release of claims. We charge a fee for the processing of a lender comfort letter.
	FA §5.1.23	You may lease or sublease commercial space in the hotel, or enter into concession arrangements for operations in connection with the hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels.
	HITS Agreement 2.1	You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.
n. Our right of first refusal to acquire your business	FA §19	None, but you must notify us if you want to market any equity interests, other than a Transfer under §§ 12.2.1 or 12.2.2.
	HITS Agreement – Not applicable	None.
o. Our option to purchase your business	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
p. Your death or disability	FA §12.2.1.2.3	On the death of a Franchisee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person's will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person's estate without our consent, provided that: (a) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within 1 year after the death, such family member(s) or entity meet all of our then current requirements for an approved applicant and the transfer otherwise satisfies our conditions.
	HITS Agreement – Not applicable	None.
q. Non-competition covenants during the term of this franchise	FA §§1 and 5.1.28	You and your Affiliates may not, indirectly or directly, own or be a licensor or franchisor of a hotel brand that competes with the System, a System hotel or Network Hotel in our sole judgment, but you may own a minority interest in a Competitor under certain circumstances, and you may be a franchisee of a Competitor, or manage a property of a Competitor.
	HITS Agreement – Not applicable	None.
r. Non-competition covenants after the franchise is terminated or expires	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.
s. Modification of the agreement	FA §16.5.1	All changes to the Franchise Agreement must be in writing and signed by an authorized person on behalf of you and us, but we can change the Standards, the Manual and other materials.
	HITS Agreement 1.1	No additions or modifications to the Agreement unless in writing and signed by all parties.
t. Integration/merger clause	FA §16.4	Only the terms of the Franchise Agreement, the Application, the Guaranty and any other related agreements signed by the parties (and any representations in the franchise disclosure document) are enforceable (subject to state law). Any other promises may not be enforceable.
	HITS Agreement 1.1	Only the terms of the Agreement (and any representations in the franchise disclosure document) are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.
v. Choice of forum	FA §16.2.2	Actions must be brought in the US District Court for the Eastern District of Virginia, in Alexandria, Virginia, or, if there is no subject matter jurisdiction in federal court, in a state court of competent jurisdiction in either Fairfax County, Virginia, or New York, New York, but we may elect to bring an action against you where the hotel is located.
	HITS Agreement 1.1	Same as Franchise Agreement.

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
w. Choice of law	FA §16.2.1	New York law applies, without recourse to New York choice of law on conflicts of law principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC § 1050) (subject to state law).
	HITS Agreement 1.1	Same as Franchise Agreement.

## ITEM 18 PUBLIC FIGURES

We currently do not use any public figure to promote our licenses.

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

The charts below set forth certain historic performance information for Hampton Brand hotels operating in the US (but not its Territories or Possessions).

In this Item 19, the term "Company-Managed" refers to hotels owned and/or managed by Hilton Worldwide or its affiliates, including franchised hotels. "Franchisee-Managed" refers to hotels that are franchised and are managed by the franchisee or a non-Hilton Worldwide management company retained by the franchisee. "Comparable Hotels" means those that: (i) were active and operating in our system for at least one full calendar year as of the end of the current period, and open January 1st of the previous year; (ii) have not undergone a change in brand or ownership type during the current or comparable periods reported; and (iii) have not sustained substantial property damage, business interruption, undergone large-scale capital projects or for which comparable results are not available.

As of December 31, 2018, there were 1,277 Hampton Inn branded hotels operating in the US. Of these, 1,016 were classified as Comparable Hotels. Of the Comparable Hotels, 35 were Company-Managed and 981 were Franchisee-Managed. As of December 31, 2018, there were 909 Hampton Inn & Suites branded hotels operating in the US. Of these, 756 were classified as Comparable Hotels. Of the Comparable Hotels, 7 were Company-Managed and 749 were Franchisee-Managed. As of December 31, 2018, combining Hampton Inn and Hampton Inn & Suites, there were 2,186 Hampton branded hotels operating in the US. Of these, 1,772 were classified as Comparable Hotels. Of the Comparable Hotels, 42 were Company-Managed and 1,730 were Franchisee-Managed. The financial performance results detailed in this section for 2017 and 2018 are for the 2018 Comparable Hotels, defined above to provide a year-over-year comparison.

The following charts show Average Room Rate and Average Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that

met or exceeded the average. Average Room Rate and Average Occupancy are calculated based on information routinely reported to Hilton Worldwide by individual System hotels.

<b>Room Rates – Comparable Hampton Inn Hotels</b>	<b>2017</b>	<b>2018</b>
Average Room Rate of all Comparable Hotels	\$122.15	\$123.52
Median Room Rate of all Comparable Hotels	\$114.48	\$115.25
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate	8/22.9%	9/25.7%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Room Rate	14/40.0%	12/34.3%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate	321/32.7%	303/30.9%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Room Rate	494/50.4%	496/50.6%

Source: Hilton

<b>Room Rates – Comparable Hampton Inn &amp; Suites</b>	<b>2017</b>	<b>2018</b>
Average Room Rate of all Comparable Hotels	\$128.38	\$129.75
Median Room Rate of all Comparable Hotels	\$122.39	\$123.85
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate	3/42.9%	4/57.1%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Room Rate	5/71.4%	6/85.7%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate	267/35.6%	271/36.2%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Room Rate	373/49.8%	372/49.7%

Source: Hilton

<b>Occupancy – Comparable Hampton Inn and Hampton Inns &amp; Suites</b>	<b>2017</b>	<b>2018</b>
Average Occupancy of all Comparable Hotels	74.0%	74.2%
Median Occupancy of all Comparable Hotels	74.2%	74.3%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy	27/64.3%	20/47.6%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Occupancy	27/64.3%	20/47.6%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy	875/50.6%	875/50.6%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Occupancy	859/49.7%	866/50.1%

Source: Hilton

The following charts show the Occupancy Index and RevPAR Index for Comparable Hotels, open as of January 31, 2019, and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average. Occupancy Index and RevPAR Index calculations are based on competitive set data provided by Smith Travel Research, Inc., an independent

research firm that provides information to the hotel industry. Smith Travel Research receives information directly from hotel chains or individual hotel properties. We have not audited or independently verified the information provided by Smith Travel Research. The indices presented are relative to a competitive set that has been identified for Smith Travel Research by each Comparable Company-Managed or Franchisee-Managed hotel. They do not represent every hotel or lodging facility in a geographic area. Generally, each of Company-Managed or Franchisee-Managed hotels must identify at least 3 competitive hotels.

The charts for Occupancy Index and RevPAR Index utilize a weighting that involves adjusting the competitive set's rooms available (supply) to equal the room count of the subject property. After each competitive set is weighted, the brand performance aggregates are calculated. Smith Travel Research refers to this process as "portfolio weighting".

**Occupancy Index** - The Occupancy Index measures a hotel's occupancy performance relative to an aggregated grouping of hotels (competitive set, market, tract, etc.). Occupancy Index is designed to measure a hotel's share of the segment's demand (demand = rooms sold). An index of 100 represents a fair share compared to the aggregated group of hotels. An index greater than 100 represents more than fair share of the aggregated group's performance. The Occupancy Index is calculated as follows:

$$(\text{Hotel Occupancy} / \text{Comp Set Occupancy}) \times 100 = \text{Occupancy Index.}$$

<b>Occupancy Index* - Comparable Hampton Inn and Hampton Inn &amp; Suites Hotels</b>	<b>2017*</b>	<b>2018*</b>
Average Occupancy Index of all Comparable Hotels	108.76	108.91
Median Occupancy Index of all Comparable Hotels	108.69	108.87
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy Index	21/51.2%	16/39.0%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Occupancy Index	21/51.2%	16/39.0%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy Index	860/49.8%	862/49.9%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Occupancy Index	863/50.0%	868/50.3%

\* The table does not include 1 Comparable Company-Managed Hampton Inn and 4 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2017 and 2018, because data for these hotels were insufficient.

Source: Smith Travel Research, Inc. and Hilton

**RevPAR Index** - The RevPAR Index measures a hotel's RevPAR (revenue per available room) relative to an aggregated grouping of hotels (competitive set, market, tract, etc.). An index of 100 represents a fair share compared to the aggregated group of hotels. An index greater than 100 represents more than fair share of the aggregated group's performance. The RevPAR Index is calculated as follows:

$$(\text{Hotel RevPAR} / \text{Comp Set RevPAR}) \times 100 = \text{RevPAR Index.}$$

<b>RevPAR Index* - Comparable Hampton Inns and Hampton Inns &amp; Suites</b>	<b>2017*</b>	<b>2018*</b>
Average RevPAR Index of all Comparable Hotels	118.98	119.35
Median RevPAR Index of all Comparable Hotels	120.00	120.29
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average RevPAR Index	23/56.1%	19/46.3%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median RevPAR Index	21/51.2%	17/41.5%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR Index	891/51.6%	896/51.9%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median RevPAR Index	863/50.0%	867/50.2%

\* The table does not include 1 Comparable Company-Managed Hampton Inn and 4 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2017 and 2018, because data for these hotels were insufficient.

Source: Smith Travel Research, Inc. and Hilton

The following charts show the Average Percentage of Reservation Service Contribution to Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average.

The Average Percentage of Reservation Service Contribution to Occupancy is the percentage of occupancy derived from dividing the total occupied room/suite nights as reported by the Comparable Hotels to us or to Hilton Worldwide into the number of Reservation Service-occupied room/suite nights for the hotels (defined as actual arrivals for room/suite nights booked directly through Hilton Reservation, adjusted for reservation cancellations and changes in reserved length of stay before arrival for such room nights, as reported by Reservations Worldwide to us and to Hilton Worldwide. Reservation Service-occupied room nights include those originating from Hilton Worldwide's central reservation offices, our websites and those of our Affiliates, and from GDS.

<b>Reservation Service Contribution to Occupancy Comparable Hampton Inns and Hampton Inns &amp; Suites</b>	<b>2017</b>	<b>2018</b>
Average Percentage of Reservation Service Contribution to Occupancy for Comparable Hotels	75.4%	76.9%
Median Percentage of Reservation Service Contribution to Occupancy for Comparable Hotels	74.4%	76.5%
Number of Comparable Hotels Reporting	1,772	1,772
Number of Comparable Hotels which met or exceeded Average % of Reservation Service Contribution to Occupancy	837	864
Number of Comparable Hotels which met or exceeded Median % of Reservation Service Contribution to Occupancy	886	886
Percentage of Comparable Hotels which met or exceeded Average % of Reservation Service Contribution to Occupancy	47.2%	48.8%
Percentage of Comparable Hotels which met or exceeded Median % of Reservation Service Contribution to Occupancy	50.1%	50.1%

Source: Hilton Worldwide, Inc.

YOUR FINANCIAL RESULTS ARE LIKELY TO VARY FROM THE RESULTS STATED IN THE FINANCIAL PERFORMANCE REPRESENTATION, EVEN IF YOU ARE PURCHASING A MATURE HOTEL, AND THE DIFFERENCES MAY BE MATERIAL.



You are strongly advised to perform an independent investigation of this opportunity to determine whether or not the franchise may be profitable and to consult your attorney, accountant, and other professional advisors before entering into any agreement with us. You should conduct an independent investigation of the occupancy rates and room rates you will achieve. Our current and former franchisees may be one source of this information. You should construct your own business plan and pro forma cash flow statement, balance sheet, and statement of operations, and make your own financial projections regarding sales, revenues, costs, customer base, and business development for your Hotel. You should obtain, from a firm with satisfactory experience in appraising and evaluating hotel operations, an independent market study containing projections for sales, costs, income and profits.

Actual results vary between hotels, and we expect that they will vary from franchisee to franchisee. Your results will be affected by a variety of factors including the following: the nature and extent of your competition; whether competitive hotels in your market are affiliated with any chains or other centralized reservation systems; the age and established customer base of competitive hotels; the in-room and common area facilities and amenities of your Hotel versus competitive hotels; whether your geographic area has a greater or lesser demand for hotel accommodations, which can turn on a number of factors; the frequency of business travel to/from your geographic area; whether your Hotel is situated at or near an airport; whether your Hotel is situated close to or remote from a central business district; whether your Hotel is situated in a geographic area that attracts vacation travelers; the type of Hotel you operate – resort, full-service, limited service, all suites or rooms only; whether your Hotel offers food, beverage and/or convention and meeting services; whether your Hotel is situated near a college, resort attraction, theme park or other institution that generates lodging demand; the length of time your Hotel has been open to the public; and the length of time your Hotel has been affiliated with us.

Other than the preceding financial performance representation, 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 our management by contacting William Fortier, 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102, 703-883-1000, the Federal Trade Commission, and the appropriate state regulatory agencies.

We will make available to you on reasonable request written substantiation for the above financial performance representations, but we are under no obligation to disclose to you specific information about a particular hotel.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

### HAMPTON INN HOTELS

**Table No. 1  
Systemwide Hotel Summary  
For Years 2016 to 2018**

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Franchised	2016	1,227	1,250	+23
	2017	1,250	1,269	+19
	2018	1,269	1,276	+7

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Hotels	2016	1,227	1,250	+23
	2017	1,250	1,269	+19
	2018	1,269	1,276	+7

**Table No. 2**  
**Transfers of Franchised Hotels to New Owners (Other than the Franchisor)**  
**For Years 2016 to 2018**

State	Year	Number of Transfers
Alabama	2016	3
	2017	3
	2018	0
Alaska	2016	0
	2017	0
	2018	0
Arizona	2016	0
	2017	0
	2018	0
Arkansas	2016	1
	2017	0
	2018	1
California	2016	1
	2017	0
	2018	1
Colorado	2016	1
	2017	2
	2018	2
Connecticut	2016	0
	2017	0
	2018	0
Delaware	2016	0
	2017	0
	2018	0
Florida	2016	6
	2017	4
	2018	5
Georgia	2016	3
	2017	2
	2018	3
Idaho	2016	0
	2017	0
	2018	0
Illinois	2016	2
	2017	2
	2018	2
Indiana	2016	1
	2017	0
	2018	3
Iowa	2016	0
	2017	1
	2018	1
Kansas	2016	0
	2017	0
	2018	0

State	Year	Number of Transfers
Kentucky	2016	1
	2017	1
	2018	1
Louisiana	2016	1
	2017	0
	2018	1
Maine	2016	2
	2017	0
	2018	0
Maryland	2016	1
	2017	2
	2018	1
Massachusetts	2016	1
	2017	1
	2018	1
Michigan	2016	3
	2017	1
	2018	0
Minnesota	2016	0
	2017	0
	2018	0
Mississippi	2016	0
	2017	0
	2018	1
Missouri	2016	1
	2017	2
	2018	1
Montana	2016	1
	2017	0
	2018	0
Nebraska	2016	0
	2017	1
	2018	1
Nevada	2016	1
	2017	0
	2018	0
New Hampshire	2016	1
	2017	0
	2018	1
New Jersey	2016	0
	2017	1
	2018	0
New Mexico	2016	0
	2017	0
	2018	0
New York	2016	5
	2017	0
	2018	4
North Carolina	2016	2
	2017	0
	2018	1
Ohio	2016	1
	2017	4
	2018	1
Oklahoma	2016	1
	2017	0
	2018	1

State	Year	Number of Transfers
Oregon	2016	1
	2017	0
	2018	0
Pennsylvania	2016	3
	2017	1
	2018	2
Rhode Island	2016	0
	2017	0
	2018	1
South Carolina	2016	0
	2017	2
	2018	0
South Dakota	2016	0
	2017	0
	2018	0
Tennessee	2016	1
	2017	2
	2018	2
Texas	2016	4
	2017	0
	2018	4
Utah	2016	1
	2017	2
	2018	1
Vermont	2016	0
	2017	0
	2018	1
Virginia	2016	2
	2017	2
	2018	1
Washington	2016	0
	2017	2
	2018	0
West Virginia	2016	1
	2017	1
	2018	0
Wisconsin	2016	1
	2017	1
	2018	0
Wyoming	2016	0
	2017	1
	2018	0
Total	2016	54
	2017	41
	2018	45

**Table No. 3**  
**Status of Franchised Hotels**  
**For Years 2016 to 2018**

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2016	39	3	1	0	0	0	41
	2017	41	0	0	1	0	0	40
	2018	40	1	1	0	0	0	40

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alaska	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Arizona	2016	14	0	1	0	0	0	13
	2017	13	1	0	0	0	0	14
	2018	14	0	0	1	0	0	13
Arkansas	2016	23	2	0	0	0	0	25
	2017	25	0	0	0	0	0	25
	2018	25	0	0	1	0	0	24
California	2016	32	3	0	0	0	0	35
	2017	35	1	0	0	0	0	36
	2018	36	2	0	0	0	0	38
Colorado	2016	23	0	0	0	0	0	23
	2017	23	1	0	0	0	0	24
	2018	24	0	1	0	0	0	23
Connecticut	2016	9	0	0	0	0	0	9
	2017	9	1	0	1	0	0	9
	2018	9	0	1	0	0	0	8
Delaware	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Florida	2016	81	1	0	0	0	0	82
	2017	82	4	0	1	0	0	85
	2018	85	1	1	1	0	0	84
Georgia	2016	70	2	0	4	0	0	68
	2017	68	2	1	1	0	0	68
	2018	68	2	1	0	0	0	69
Idaho	2016	4	1	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Illinois	2016	37	2	0	1	0	0	38
	2017	38	2	1	0	0	0	39
	2018	39	3	0	1	0	0	41
Indiana	2016	35	0	1	0	0	0	34
	2017	34	2	1	1	0	0	34
	2018	34	0	0	0	0	0	34
Iowa	2016	14	0	0	1	0	0	13
	2017	13	1	0	0	0	0	14
	2018	14	0	0	0	0	0	14
Kansas	2016	18	1	1	0	0	0	18
	2017	18	1	0	0	0	0	19
	2018	19	1	0	0	0	0	20
Kentucky	2016	32	2	0	0	0	0	34
	2017	34	0	1	1	0	0	32
	2018	32	1	0	0	0	0	33
Louisiana	2016	20	0	0	0	0	0	20
	2017	20	0	0	0	0	0	20
	2018	20	1	0	0	0	0	21
Maine	2016	12	1	0	0	0	0	13
	2017	13	1	0	0	0	0	14
	2018	14	0	0	0	0	0	14
Maryland	2016	19	0	0	0	0	0	19
	2017	19	0	0	0	0	0	19
	2018	19	2	0	0	0	0	21

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Massachusetts	2016	19	2	0	0	0	0	21
	2017	21	0	0	0	0	0	21
	2018	21	0	0	0	0	0	21
Michigan	2016	33	3	0	0	0	0	36
	2017	36	3	0	0	0	0	39
	2018	39	0	0	0	0	0	39
Minnesota	2016	11	1	0	1	0	0	11
	2017	11	1	0	0	0	0	12
	2018	12	1	0	0	0	0	13
Mississippi	2016	26	1	1	0	0	0	26
	2017	26	0	0	0	0	0	26
	2018	26	0	0	0	0	0	26
Missouri	2016	28	2	0	0	0	0	29
	2017	29	2	0	0	0	0	31
	2018	31	2	0	1	0	0	32
Montana	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	0	0	7
	2018	7	0	0	0	0	0	7
Nebraska	2016	12	0	0	0	0	0	12
	2017	12	0	0	0	0	0	12
	2018	12	0	0	0	0	0	12
Nevada	2016	3	1	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
New Hampshire	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
New Jersey	2016	22	0	0	0	0	0	22
	2017	22	1	1	0	0	0	22
	2018	22	1	0	0	0	0	23
New Mexico	2016	10	0	1	1	0	0	8
	2017	8	0	0	0	0	0	8
	2018	8	0	0	0	0	0	8
New York	2016	56	3	1	0	0	0	58
	2017	58	2	1	0	0	0	59
	2018	59	0	0	1	0	0	58
North Carolina	2016	65	1	0	1	0	0	65
	2017	65	2	0	1	0	0	66
	2018	66	2	1	1	0	0	66
North Dakota	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Ohio	2016	57	2	1	0	0	0	58
	2017	58	0	0	0	0	0	58
	2018	58	0	0	1	0	0	57
Oklahoma	2016	14	1	0	0	0	0	15
	2017	15	1	0	0	0	0	16
	2018	16	1	0	0	0	0	17
Oregon	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
	2018	6	0	0	0	0	0	6
Pennsylvania	2016	64	1	0	0	0	0	65
	2017	65	0	1	0	0	0	64
	2018	64	1	0	0	0	0	65

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Rhode Island	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
South Carolina	2016	39	2	0	1	0	0	40
	2017	40	0	0	2	0	0	38
	2018	38	0	0	0	0	0	38
South Dakota	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
	2018	6	0	0	0	0	0	6
Tennessee	2016	44	4	0	0	0	0	48
	2017	48	2	0	1	0	0	49
	2018	49	1	1	0	0	0	49
Texas	2016	79	1	1	3	0	0	76
	2017	76	3	2	0	0	0	77
	2018	77	0	2	0	0	0	75
Utah	2016	16	1	0	0	0	0	17
	2017	17	1	0	0	0	0	18
	2018	18	0	0	0	0	0	18
Vermont	2016	5	0	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	0	0	0	0	0	6
Virginia	2016	58	0	0	1	0	0	57
	2017	57	1	0	0	0	0	58
	2018	58	0	0	0	0	0	58
Washington	2016	8	0	0	0	0	0	8
	2017	8	0	0	1	0	0	7
	2018	7	0	0	0	0	0	7
West Virginia	2016	18	0	0	0	0	0	18
	2017	18	0	0	0	0	0	18
	2018	18	1	0	0	0	0	19
Wisconsin	2016	16	1	0	0	0	0	17
	2017	17	1	0	0	0	0	18
	2018	18	0	0	0	0	0	18
Wyoming	2016	8	0	0	0	0	0	8
	2017	8	0	0	0	0	0	8
	2018	8	0	0	0	0	0	8
District of Columbia	2016	2	1	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Total	2016	1,227	46	9	14	0	0	1,250
	2017	1,250	39	9	11	0	0	1,269
	2018	1,269	24	9	8	0	0	1,276

**Table No. 4**  
**Status of Company-Owned Hotels**  
**For Years 2016 to 2018**

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Franchisees	Hotels Closed	Hotels Sold to Franchisees	Hotels at End of the Year
All States	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

Total	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

**Table No. 5**  
**Projected Openings as of December 31, 2018**

State	Franchise Agreements Signed But Hotels Not Opened	Projected New Franchised Hotels in Next Fiscal Year	Projected New Company-Owned Hotels in Next Fiscal Year
Alabama	0	0	0
Arizona	3	0	0
Arkansas	1	1	0
California	21	9	0
Colorado	5	0	0
Connecticut	0	0	0
Florida	14	6	0
Georgia	2	1	0
Idaho	1	1	0
Illinois	4	0	0
Indiana	6	1	0
Iowa	1	1	0
Kansas	1	1	0
Kentucky	4	1	0
Louisiana	1	0	0
Maine	0	0	0
Maryland	1	0	0
Massachusetts	7	3	0
Michigan	2	0	0
Minnesota	2	1	0
Mississippi	2	0	0
Missouri	2	1	0
Montana	1	0	0
Nebraska	2	0	0
Nevada	2	1	0
New Hampshire	1	0	0
New Jersey	6	3	0
New Mexico	2	0	0
New York	6	0	0
North Carolina	5	1	0
North Dakota	0	0	0
Ohio	2	1	0
Oklahoma	0	0	0
Oregon	2	1	0
Pennsylvania	4	1	0
Rhode Island	0	0	0
South Carolina	3	2	0
South Dakota	0	0	0
Tennessee	7	0	0
Texas	10	3	0
Utah	2	2	0
Vermont	0	0	0
Virginia	4	1	0
Washington	1	0	0
West Virginia	0	0	0
Wisconsin	2	0	0
District of Columbia	0	0	0
Total	142	43	0



## HAMPTON INN & SUITES HOTELS

**Table No. 1**  
**Systemwide Hotel Summary**  
**For Years 2016 to 2018**

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Franchised	2016	751	817	+66
	2017	817	876	+59
	2018	876	911	+35
Company-Owned	2016	1	1	0
	2017	1	0	-1
	2018	0	0	0
Total Hotels	2016	752	818	+66
	2017	818	876	+58
	2018	876	911	+35

**Table No. 2**  
**Transfers of Franchised Hotels to New Owners (Other than the Franchisor)**  
**For Years 2016 to 2018**

State	Year	Number of Transfers
Alabama	2016	1
	2017	1
	2018	0
Arizona	2016	0
	2017	1
	2018	2
Arkansas	2016	0
	2017	0
	2018	1
California	2016	2
	2017	4
	2018	1
Colorado	2016	3
	2017	1
	2018	0
Connecticut	2016	0
	2017	0
	2018	1
Florida	2016	4
	2017	6
	2018	5
Georgia	2016	1
	2017	0
	2018	5
Idaho	2016	0
	2017	0
	2018	2
Illinois	2016	0
	2017	2
	2018	1
Indiana	2016	0
	2017	0
	2018	0

State	Year	Number of Transfers
Kansas	2016	0
	2017	0
	2018	0
Kentucky	2016	0
	2017	0
	2018	1
Louisiana	2016	0
	2017	1
	2018	0
Maryland	2016	1
	2017	2
	2018	0
Massachusetts	2016	0
	2017	1
	2018	0
Michigan	2016	2
	2017	0
	2018	0
Minnesota	2016	0
	2017	0
	2018	0
Mississippi	2016	0
	2017	0
	2018	0
Missouri	2016	0
	2017	0
	2018	1
Nebraska	2016	0
	2017	0
	2018	0
Nevada	2016	1
	2017	0
	2018	0
New Hampshire	2016	0
	2017	0
	2018	0
New Jersey	2016	0
	2017	0
	2018	1
New Mexico	2016	0
	2017	0
	2018	0
New York	2016	0
	2017	0
	2018	2
North Carolina	2016	0
	2017	0
	2018	0
Ohio	2016	2
	2017	0
	2018	0
Oklahoma	2016	0
	2017	1
	2018	0
Oregon	2016	0
	2017	0
	2018	1

State	Year	Number of Transfers
Pennsylvania	2016	2
	2017	2
	2018	0
Rhode Island	2016	0
	2017	0
	2018	1
South Carolina	2016	2
	2017	0
	2018	0
Tennessee	2016	1
	2017	0
	2018	2
Texas	2016	5
	2017	4
	2018	2
Utah	2016	0
	2017	1
	2018	1
Virginia	2016	1
	2017	0
	2018	0
Washington	2016	1
	2017	0
	2018	1
Wisconsin	2016	1
	2017	0
	2018	0
Wyoming	2016	0
	2017	0
	2018	0
Total	2016	30
	2017	27
	2018	31

**Table No. 3  
Status of Franchised Hotels  
For Years 2016 to 2018**

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2016	22	0	0	0	0	0	22
	2017	22	0	0	0	0	0	22
	2018	22	1	0	0	0	0	23
Alaska	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Arizona	2016	16	2	0	0	0	0	18
	2017	18	3	0	0	0	0	21
	2018	21	2	0	0	0	0	23
Arkansas	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
	2018	6	0	0	0	0	0	6

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
California	2016	63	3	0	0	0	0	66
	2017	66	5	0	0	0	0	71
	2018	71	2	1	0	0	0	72
Colorado	2016	21	0	0	0	0	0	21
	2017	21	0	0	0	0	0	21
	2018	21	1	1	0	0	0	21
Connecticut	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
	2018	6	1	0	0	0	0	7
Delaware	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Florida	2016	65	3	0	0	0	0	68
	2017	68	5	0	0	0	0	73
	2018	73	1	0	0	0	0	74
Georgia	2016	22	6	0	0	0	0	28
	2017	28	0	0	0	0	0	28
	2018	28	3	0	0	0	0	31
Hawaii	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Idaho	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	0	0	7
	2018	7	1	0	0	0	0	8
Illinois	2016	22	2	0	0	0	0	24
	2017	24	0	0	0	0	0	24
	2018	24	2	0	0	0	0	26
Indiana	2016	16	2	0	0	0	0	18
	2017	18	2	0	0	0	0	20
	2018	20	0	0	0	0	0	20
Iowa	2016	7	2	0	0	0	0	9
	2017	9	2	0	0	0	0	11
	2018	11	1	0	0	0	0	12
Kansas	2016	5	1	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	1	0	0	0	0	8
Kentucky	2016	9	1	0	0	0	0	10
	2017	10	0	0	0	0	0	10
	2018	10	0	0	0	0	0	10
Louisiana	2016	17	0	0	0	0	0	17
	2017	17	0	0	0	0	0	17
	2018	17	0	0	0	0	0	17
Maine	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Maryland	2016	13	0	0	0	0	0	13
	2017	13	1	0	0	0	0	14
	2018	14	1	0	0	0	0	15
Massachusetts	2016	7	1	0	0	0	0	8
	2017	8	1	0	0	0	0	9
	2018	9	2	0	0	0	0	11
Michigan	2016	13	1	0	0	0	0	14
	2017	14	2	0	0	0	0	16
	2018	16	2	0	0	0	0	18

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Minnesota	2016	9	2	0	0	0	0	11
	2017	11	2	0	0	0	0	13
	2018	13	0	0	0	0	0	13
Mississippi	2016	11	0	0	0	0	0	11
	2017	11	0	0	0	0	0	11
	2018	11	0	0	0	0	0	11
Missouri	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	0	0	7
	2018	7	0	0	0	0	0	7
Montana	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Nebraska	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Nevada	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	0	0	7
	2018	7	1	0	0	0	0	8
New Hampshire	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
New Jersey	2016	6	0	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	2	0	0	0	0	9
New Mexico	2016	9	3	0	0	0	0	12
	2017	12	0	0	0	0	0	12
	2018	12	1	0	0	0	0	13
New York	2016	19	3	0	0	0	0	22
	2017	22	2	0	0	0	0	24
	2018	24	0	0	0	0	0	24
North Carolina	2016	29	2	0	0	0	0	31
	2017	31	5	0	0	0	0	36
	2018	36	1	0	0	0	0	37
North Dakota	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	0	0	7
	2018	7	0	0	0	0	0	7
Ohio	2016	27	4	0	0	0	0	31
	2017	31	4	0	0	0	0	35
	2018	35	1	0	0	0	0	36
Oklahoma	2016	20	5	0	0	0	0	25
	2017	25	3	0	0	0	0	28
	2018	28	1	0	0	0	0	29
Oregon	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	2	0	0	0	0	8
Pennsylvania	2016	28	2	0	0	0	0	30
	2017	30	1	0	0	0	0	31
	2018	31	2	0	0	0	0	33
Rhode Island	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
South Carolina	2016	16	1	0	0	0	0	17
	2017	17	2	0	0	0	0	19
	2018	19	1	0	0	0	0	20

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
South Dakota	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Tennessee	2016	24	1	0	0	0	0	25
	2017	25	2	0	0	0	0	28
	2018	28	1	0	0	0	0	29
Texas	2016	103	8	0	0	0	0	111
	2017	111	5	0	0	0	0	116
	2018	116	2	0	0	0	0	118
Utah	2016	8	0	0	0	0	0	8
	2017	8	0	0	0	0	0	8
	2018	8	1	0	0	0	0	9
Virginia	2016	24	3	0	0	0	0	27
	2017	27	0	0	0	0	0	27
	2018	27	0	0	0	0	0	27
Vermont	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Washington	2016	14	4	0	0	0	0	18
	2017	18	3	0	0	0	0	21
	2018	21	0	0	0	0	0	21
West Virginia	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Wisconsin	2016	10	1	0	0	0	0	11
	2017	11	2	0	0	0	0	13
	2018	13	0	0	0	0	0	13
Wyoming	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
	2018	6	0	0	0	0	0	6
District of Columbia	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Territories and Possessions (Puerto Rico)	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Total	2016	751	66	0	0	0	0	817
	2017	817	58	0	0	0	0	876
	2018	876	37	2	0	0	0	911

**Table No. 4**  
**Status of Company-Owned Hotels**  
**For Years 2016 to 2018**

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Franchisees	Hotels Closed	Hotels Sold to Franchisees	Hotels at End of Year
Tennessee	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	0
	2018	0	0	0	0	0	0
Total	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	0
	2018	0	0	0	0	0	0

**Table No. 5**  
**Projected Openings as of December 31, 2018**

<b>State</b>	<b>Franchise Agreements Signed But Hotels Not Opened</b>	<b>Projected New Franchised Hotels in the Next Fiscal Year</b>	<b>Projected New Company-Owned Hotels in the Next Fiscal Year</b>
Alabama	1	0	0
Arizona	1	1	0
Arkansas	2	0	0
California	31	11	0
Colorado	2	1	0
Connecticut	3	0	0
Delaware	0	0	0
Florida	15	2	0
Georgia	4	2	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	2	1	0
Indiana	2	1	0
Iowa	1	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	1	0	0
Maine	2	2	0
Maryland	1	1	0
Massachusetts	2	0	0
Michigan	9	4	0
Minnesota	0	0	0
Mississippi	2	2	0
Missouri	2	1	0
Montana	1	0	0
Nebraska	0	0	0
Nevada	4	1	0
New Hampshire	1	1	0
New Jersey	5	0	0
New Mexico	0	0	0
New York	2	0	0
North Carolina	13	5	0
North Dakota	0	0	0
Ohio	4	0	0
Oklahoma	4	2	0
Oregon	3	1	0
Pennsylvania	6	2	0
South Dakota	1	1	0
South Carolina	4	0	0
Tennessee	2	2	0
Texas	18	2	0
Utah	3	1	0
Vermont	3	0	0
Virginia	6	1	0
Washington	3	2	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	2	0	0
District of Columbia	0	0	0
<b>Total</b>	<b>168</b>	<b>50</b>	<b>0</b>

All numbers are as of December 31 for each year. The tables include Hampton Brand hotels that were licensed by our predecessors. All of the franchise agreements have been assigned to us.

Exhibit A lists the names of all Hampton Brand franchisees and the addresses and telephone numbers of all of their outlets as of December 31, 2018.

Exhibit B lists the names, city, state and business telephone number, or, if unknown, the last known home telephone number of every Hampton Brand franchisee who has had an outlet terminated, cancelled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during 2018, or who has not communicated with us or our predecessor or affiliate within 10 weeks of the issuance date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As noted in Item 1, on January 4, 2017, nearly all company-owned hotels were divested through the spin-off of our former parent company, Park. As a result, the only Hampton Brand hotel that was company-owned on December 31, 2016 was divested on January 4, 2017, and was converted to a franchise.

## **ITEM 21 FINANCIAL STATEMENTS**

Attached as Exhibit C are our audited consolidated balance sheets as of December 31, 2018 and 2017, the related consolidated statements of operations and member's capital and cash flows for the years ended December 31, 2018, 2017, and 2016, and the related notes to the consolidated financial statements.

## **ITEM 22 CONTRACTS**

The following contracts are attached and made a part of this Disclosure Document:

Exhibit D	Franchise Agreement with Addendum
Exhibit D-2	Development Incentive Promissory Note
Exhibit E	Guaranty of Franchise Agreement
Exhibit F	Franchise Application
Exhibit G	Information Technology System Agreement (HITS Agreement)
Exhibit K	Lender Comfort Letter Forms

These exhibits are SAMPLES ONLY and are not for signature. These documents are not exhaustive and may vary significantly from state to state and from transaction to transaction.



**ITEM 23**  
**RECEIPTS**

Exhibit L contains 2 copies of a detachable receipt.

# EXHIBIT A

## **EXHIBIT A**

### **HAMPTON INN**

#### **OPEN**

#### **ALABAMA**

HIT Portfolio I HIL TRS, LLC, Birmingham/Mountain Brook, AL, 2731 US Highway 280 South Birmingham, AL 35223 205-870-7822  
37 Hotel Auburn, LLC, Auburn, AL, 2430 S. College St. Auburn, AL 36832 334-821-4111  
Cast Iron Lodging, LLC, Birmingham-Colonnade 280, AL, 3400 Colonnade Parkway Birmingham, AL 35243 205-967-0002  
Daphne 451 I LLC/Daphne 451 II LLC, Mobile-East Bay/Daphne, AL, 29451 US Hwy. 98 Daphne, AL 36526 251-626-2220  
Enterprise Lodging Company, LLC, Decatur, AL, 2041 Beltline Rd., SW Decatur, AL 35601 256-355-5888  
Mobile Inn I LLC/Mobile Inn II LLC, Mobile-I-10/Bellingrath Gardens, AL, 5478 Inn Road Mobile, AL 36619 251-660-9202  
Rosewood Lodging Company, LLC, Tuscaloosa-University, AL, 600 Harper Lee Drive Tuscaloosa, AL 35404 205-553-9800  
Printup Hotel Associates, Ltd., Gadsden, AL, 129 River Road Gadsden, AL 35901 256-546-2337  
Cullman Hotel, LLC, Cullman, AL, 6100 AL HWY 157 Cullman, AL 35058 256-739-4444  
SAI International LLC, Greenville, AL, 219 Interstate Drive Greenville, AL 36037 334-382-9631  
Interstate Lodging Co., LLC, Tuscaloosa-East, AL, 6400 Interstate Drive Tuscaloosa, AL 35453 205-562-9000  
9225 Madison Blvd., LLC, Madison Huntsville Airport, AL, 9225 Madison Blvd. Madison, AL 35758 256-464-8999  
Florence Hotel Company, L.L.C., Florence-Midtown, AL, 2281 Florence Blvd. Florence, AL 35630 256-764-8888  
Huntsville Hotel Company II, LLC, Huntsville-Arsenal/South Pkway, AL, 501 Boulevard South SW Huntsville, AL 35802 256-882-2228  
Trussville Hospitality, LLC, Birmingham/Trussville, AL, 1940 Edwards Lake Road Trussville, AL 35235 205-655-9777  
Fultondale Tamassee, LLC and Fultondale Promenade, L, Birmingham/Fultondale, AL, 1716 Fulton Road Fultondale, AL 35068 205-439-6700  
Jacobs Pell HP, LLC, Pell City, AL, 220 Vaughan Lane Pell City, AL 35125 205-814-3000  
J & H Properties, L.L.C., Selma, AL, 2200 West Highland Avenue Selma, AL 36701 334-876-9995  
Lake Guntersville Hotel, LLC, Guntersville, AL, 14451 U.S. Highway 431 South Guntersville, AL 35976 256-582-4176  
Dhiraj, Inc., Fort Payne, AL, 1201 Jordan Road Southwest Fort Payne, AL 35968 256-304-2600  
MCRT3 Troy 1 Tenant LLC, Troy, AL, 103 Troy Plaza Loop Troy, AL 36081 334-807-5900  
Balaji, LLC, Birmingham I-65/Lakeshore Dr., AL, 30 State Farm Parkway Birmingham, AL 35209 205-313-2060  
Vision Hospitality, L.L.C., Montgomery-South-Airport, AL, 60 Wasden Road Hope Hull, AL 36043 334-280-9592  
Metro Hospitality, LLC, Calera, AL, 93 Metro Drive Calera, AL 35040 205-668-6565  
Fairhope Hospitality Group, LLC, Fairhope-Mobile Bay, AL, 23 North Section Street Fairhope, AL 36532 251-928-0956  
APONE, LLC, Alexander City, AL, 1551 Elkahatchee Road Alexander City, AL 35010 256-234-2244  
Enterprise Hospitality, L.L.C., Enterprise, AL, 8 West Pointe Court Enterprise, AL 36330 334-347-5763

## **EXHIBIT A**

Windwood-Jasper, LLC, Jasper, AL, 100 Industrial Parkway Jasper, AL 35501 205-221-3334  
Dawson Gadsden West Hotel, LLC, Gadsden/Attalla I-59, AL, 206 Walker Street Gadsden, AL 35904 256-538-5222  
Rabbit Creek Properties, LLC, Jackson, AL, 4150 North College Avenue Jackson, AL 36545 251-246-7300  
Jacksonville Hotel, LLC, Jacksonville-Anniston Area, AL, 1041 JD L Drive Jacksonville, AL 36265 256-782-0330  
Navkar, LLC, Ozark, AL, 235 North US Highway 231 Ozark, AL 36360 334-443-6669  
Jackson Rime L.L.C., Birmingham/Leeds, AL, 310 Rex Lake Road Leeds, AL 35094 205-702-4141  
Key Hotels of Atmore, L.L.C., Atmore, AL, 45 Rivercane Blvd. West Atmore, AL 36502 251-368-9090  
Windwood-Winfield, LLC, Winfield, AL, 7005 State Highway 129 North Winfield, AL 35594 205-487-1270  
Sai Hospitality, Inc., Foley, AL, 3152 Abbey Lane Foley, AL 36535 251-923-4600  
Virendra Patel, Gulf Shores, AL, 1701 Gulf Shores Parkway Gulf Shores, AL 36542 251-948-1020  
Hotel Wetumpka, AL, LLC, Wetumpka, AL, 350 South Main Street Wetumpka, AL 36092 334-731-2222  
Providence Hotel Partners II, LLC, Huntsville/Village of Providence, AL, 328 Providence Main St. Huntsville, AL 35806 256-722-2882  
RAM Eufaula Hospitality, LLC, Eufaula, AL, 29 Veterans Boulevard Eufaula, AL 36027 334-6870777

### **ALASKA**

BRE Select Hotels Operating LLC, Anchorage, AK, 4301 Credit Union Drive Anchorage, AK 99503 907-550-7000

### **ARIZONA**

Robray Hotel Partnership, Tucson-Airport, AZ, 6971 S. Tucson Boulevard Tucson, AZ 85756 520-918-9000  
CNI THL OPS, LLC, Phoenix/Chandler, AZ, 7333 W. Detroit Street Chandler, AZ 85226 480-753-5200  
CNI THL OPS, LLC, Sedona, AZ, 1800 W. Highway 89A Sedona, AZ 86336 928-282-4700  
Zenith Asset Company, LLC, Phoenix/Glendale/Peoria, AZ, 8408 W. Paradise Lane Peoria, AZ 85382 877-529-5007  
MJ Mike Enterprise, Inc., Kayenta, AZ, U.S. Hwy. 160 P.O. Box 1219 Kayenta, AZ 86033 928-697-3170  
BRE Select Hotels Operating LLC, Phoenix-Midtown (Dwtm Area), AZ, 160 W. Catalina Drive Phoenix, AZ 85013 602-200-0990  
Tomichi Management, Inc., Prescott, AZ, 3453 Ranch Drive Prescott, AZ 86303 928-443-5500  
Ashford TRS Phoenix Airport North LLC, Phoenix-Airport North, AZ, 601 North 44th Street Phoenix, AZ 85008 602-267-0606  
Zenith Asset Company, LLC, Lake Havasu City, AZ, 245 London Bridge Road Lake Havasu City, AZ 86403 928-855-4071  
Zenith Asset Company, LLC, Phoenix/Anthem, AZ, 42415 N. 41st Drive Anthem, AZ 85086 866-690-7291  
Landmark Hospitality, LLC, Sierra Vista, AZ, 4100 Snyder Boulevard Sierra Vista, AZ 85635 520-439-5400  
2310 East Highland Avenue, LLC, Phoenix-Biltmore, AZ, 2310 East Highland Avenue Phoenix, AZ 85016 602-956-5221  
Greens River Lodging, LLC, Parker, AZ, 1110 S Geronimo Ave Parker, AZ 85344 928-669-1000

## EXHIBIT A

### ARKANSAS

HIFS Partner, LLC, Fort Smith, AR, 6201-C Rogers Avenue Fort Smith, AR 72903 479-452-2000  
BRC Hospitality Inc., Clarksville, AR, 2630 W. Clark Road Clarksville, AR 72830 479-754-4444  
Honest Hospitality, L.L.C., Hot Springs, AR, 151 Temperance Hill Road Hot Springs, AR 71913 501-525-7000  
Bird's AR Properties, LLC, Russellville, AR, 2304 N. Arkansas Avenue Russellville, AR 72802 479-858-7199  
Tramlaw Motel Corporation, Forrest City, AR, 300 Holiday Drive Forrest City, AR 72335 870-630-9000  
Jatin Investments, LLC, Jonesboro, AR, 2900 Phillips Drive Jonesboro, AR 72401 870-974-9500  
Apple Nine Services Rogers, Inc., Bentonville/Rogers, AR, 4501 W. Walnut Street Rogers, AR 72756 479-986-0500  
Lincoln Hospitality, LLC, El Dorado, AR, 2312 Junction City Road El Dorado, AR 71730 870-862-1800  
Generations, Inc., Fayetteville, AR, 915 Krupa Fayetteville, AR 72704 479-587-8300  
Eighty-Twenty Development II LP, Van Buren, AR, 1916 North 6th Street Van Buren, AR 72956 479-471-7447  
VMN Arkadelphia, LLC, Arkadelphia, AR, 108 Malvern Road Arkadelphia, AR 71923 870-403-0800  
Wood Development Inc., Harrison, AR, 121 Hwy 43 East Harrison, AR 72601 870-365-0505  
Maya Inn, Inc., and Scottish Inn Partnership, Siloam Springs, AR, 2171 Ravenwood Plaza Siloam Springs, AR 72761 479-215-1000  
Magness Hospitality LLC, Mountain Home, AR, 995 Coley Drive Mountain Home, AR 72653 870-425-0344  
Bryant LR Hotels, LLC, Bryant, AR, 307 Office Park Dr. Bryant, AR 72022 501-847-3200  
Ganesha Hospitality, LLC, Monticello, AR, 480 Hwy 425 N Monticello, AR 71655 870-367-6600  
Maumelle Hotel, LLC, Maumelle, AR, 11920 Maumelle Boulevard Maumelle, AR 72113 501-851-6600  
Ascend Texarkana LLC, Texarkana, AR, 5302 Crossroads Parkway Texarkana, AR 71854 870-774-4267  
Houseworth-MH, LLC, Blytheville, AR, 301 N. Service Road I-55 Blytheville, AR 72315 870-763-5220  
Shinn Shinn Spelman IV, L.L.C., Magnolia, AR, 128 Hwy 79 Bypass North Magnolia, AR 71753 870-234-1800  
Vishnu Inc, North Little Rock-McCain Mall, AR, 3629 McCain Boulevard North Little Rock, AR 72116 501-537-7700  
Papass, LLC, Marion, AR, 310 Angelo's Grove Road Marion, AR 72364 870-739-2800  
Serco Land, LLC, Searcy, AR, 209 South Poplar St. Searcy, AR 72143 501-2789922  
G&G Hospitality, LLC, Paragould, AR, 3810 Linwood Drive Paragould, AR 72450 870-565-1010

### CALIFORNIA

Theoxenia LLC, Los Angeles/Carson/Torrance, CA, 767 Albertoni St. Carson, CA 90746 310-768-8833  
Garvey Hotel Investment Group, LP, Los Angeles/West Covina, CA, 3145 E. Garvey Ave. N. West Covina, CA 91791 626-967-5800  
Apple Nine Hospitality Management, Inc., Los Angeles/Santa Clarita, CA, 25259 The Old Road Santa Clarita, CA 91381 661-253-2400  
Carlstead, LLC, San Diego-Kearny Mesa, CA, 5434 Kearny Mesa Road San Diego, CA 92111 858-292-1482  
Heprand Hospitality, Inc., Los Angeles/Arcadia/Pasadena, CA, 311 E. Huntington Drive Arcadia, CA 91006 626-574-5600

## EXHIBIT A

Millenium Properties, LLC, Bakersfield - Central, CA, 1017 Oak Street Bakersfield, CA 93304 661-633-0333  
Brahma Enterprises, Inc., Livermore-East Bay, CA, 2850 Constitution Drive Livermore, CA 94551 925-606-6400  
Sri Ram Enterprises, Inc., San Francisco-Airport, CA, 300 Gateway Blvd. South San Francisco, CA 94080 650-876-0200  
CNI THL OPS, LLC, Tracy, CA, 2400 Naglee Road Tracy, CA 95376 209-833-0483  
CNI THL OPS, LLC, Sacramento/Rancho Cordova, CA, 10755 Gold Center Drive Rancho Cordova, CA 95670 916-638-4800  
Hamcor Investments, LLC, Fremont, CA, 46500 Landing Parkway Fremont, CA 94538 510-498-1900  
BRE Select Hotels Operating LLC, Irvine East - Lake Forest, CA, 27102 Towne Centre Drive Foothill Ranch, CA 92610 949-597-8700  
Amcor Investments, LLC, Milpitas, CA, 215 Barber Court Milpitas, CA 95035 408-428-9090  
Metro Hotels, Inc. (a Utah corporation), Oakland/Hayward, CA, 24137 Mission Boulevard Hayward, CA 94544 510-247-1555  
Del Mar Hotel, LLC, San Diego/Del Mar, CA, 11920 El Camino Real San Diego, CA 92130 858-792-5557  
Reneson Daly City LLC, San Francisco/Daly City, CA, 2700 Junipero Serra Boulevard Daly City, CA 94015 650-755-7500  
Bayside Resorts, Santa Cruz, CA, 1505 Ocean Street Santa Cruz, CA 95060 831-457-8000  
Apple Seven Services San Diego, Inc., San Diego-Downtown/Airport Area, CA, 1531 Pacific Highway San Diego, CA 92101 619-233-8408  
The Chang Family Trust Dated March 30, 1999, San Diego/San Marcos, CA, 123 E. Carmel Street San Marcos, CA 92078 760-736-9249  
Redwood Empire Lodging, LLC, Ukiah, CA, 1160 Airport Park Boulevard Ukiah, CA 95482 707-462-6555  
Summit Hotel TRS 112, LLC, Santa Barbara/Goleta, CA, 5665 Hollister Ave. Goleta, CA 93117 805-681-9800  
Apple Nine Hospitality Management, Inc., Los Angeles/Orange County/Cypress, CA, 10900 Yamaha Way Cypress, CA 90630 714-527-2900  
Kai Hospitality, LP, Brentwood, CA, 7605 Brentwood Boulevard Brentwood, CA 94513 925-513-1299  
MG Hospitality Carlsbad LLC, Carlsbad-North San Diego County, CA, 2229 Palomar Airport Road Carlsbad, CA 92011 760-431-2225  
SN & BC, LLC, Norco-Corona-Eastvale CA, 1530 Hamner Ave. Norco, CA 92860 951-279-1111  
Bright Casa Sirena, LLC, Channel Islands Harbor, CA, 3231 Peninsula Road Oxnard, CA 93035 805-985-1100  
Interlink Properties, L.P., Visalia, CA, 4747 W. Noble Ave Visalia, CA 93277 559-732-3900  
Mohamad Pournamdari, Los Angeles-Int'l Airport/Hawthorne, CA, 11430 South Acacia Ave. Hawthorne, CA 90250 310-973-3332  
G5 Global Partners IX, LLC, San Diego/Mission Valley, CA, 2151 Hotel Circle South San Diego, CA 92108 619-295-7600  
Mint Development, L.P., San Francisco/Downtown-Convention Center, 942 Mission Street San Francisco, CA 94103 415-546-3110  
Morgan Hill Hotel, LP, Morgan Hill, CA, 16115 Condit Road Morgan Hill, CA 95037 408-779-7666  
Lotus Hotels - Union Landing, Inc., Union City, CA, 31040 Alvarado-Niles Road Union City, CA 94587 510-475-5600  
Surya Hospitality, LLC, El Centro, CA, 598 E. Wake Ave. El Centro, CA 92243 760-336-2000  
Del Monte Hospitality, LLC, Monterey, CA, 2401 Del Monte Avenue Monterey, CA 93940 831-373-7100  
S & B Holdings-Turlock, L.P., Turlock, CA, 1821 Lander Ave Turlock, CA 95380 209-664-9729  
BPR Properties Petaluma, LLC, Petaluma, CA, 450 Jefferson St Petaluma, CA 94952 707-397-0000  
HHLB Hotel Investments, LLC, Long Beach Airport, CA, 3771 N Lakewood Blvd. Long Beach, CA 90808 562-425-0012

## EXHIBIT A

Sillect Hospitality, LLC, Arvin Tejon Ranch, CA, 5601 Outlets at Tejon Parkway Arvin, CA 93203 661-241-7100

### COLORADO

HIT Portfolio I 8PK HIL TRS, LLC, Colorado Springs Central Air Force Acade, 7245 Commerce Center Dr. Colorado Springs, CO 80919 719-593-9700

Durango Sundowner, Inc., Durango, CO, 3777 Main Ave. Durango, CO 81301 970-247-2600

CHMP-LCP BV Hotel Denver 1 TRS, LLC, Denver-International Airport, CO, 6290 Tower Road Denver, CO 80249 303-371-0200

Turnpike Lodging, LLC, Boulder/Louisville, CO, 912 W. Dillon Road Louisville, CO 80027 303-666-7700

HIT SWN TRS, LLC, Ft. Collins, CO, 1620 Oakridge Dr. Fort Collins, CO 80525 970-229-5927

Little Colorado Limited Liability Company, Denver-North/Thornton, CO, 243 E. 120th Avenue Thornton, CO 80233 303-451-7900

H.I. HERITAGE INN OF WESTMINSTER OPCO, L.L.C., Denver/North/Westminster, CO, 5030 West 88th Place Westminster, CO 80031 303-427-0700

Stonebridge McWhinney, LLC, Loveland, CO, 5500 Stone Creek Circle Loveland, CO 80538 970-593-1400

Hotel Powers, Inc., Colorado Springs-Airport, CO, 2077 Aerotech Drive Colorado Springs, CO 80916 719-591-1100

Golden Lodging, L.P., Denver-West/Golden, CO, 17150 W. Colfax Avenue Golden, CO 80401 303-278-6600

Terrapin Glenwood 401, LLC, Glenwood Springs, CO, 401 West First Street Glenwood Springs, CO 81601 970-947-9400

MNR, L.L.C, Longmont, CO, 850 S. Main Street Longmont, CO 80501 303-772-2554

Poinco Castle, Inc, Castle Rock, CO, 4830 Castleton Way Castle Rock, CO 80109 303-660-9800

Western Hospitality, L.L.C., a CO llc, Grand Junction Downtown/Historic Main St, 205 Main Street Grand Junction, CO 81501 970-243-3222

BRE Select Hotels Operating LLC, Denver-West/Federal Center, CO, 137 Union Boulevard Lakewood, CO 80228 303-969-9900

Montrose Lodging LLC, Montrose, CO, 1980 North Townsend Montrose, CO 81401 970-252-3300

TK Hotels, Inc., Canon City, CO, 102 McCormick Parkway Canon City, CO 81212 719-269-1112

Ashwin & Avik Amin, La Junta, CO, 27800 US Hwy 50 La Junta, CO 81050 719-384-4444

Banner Hospitality Inc., Denver Northeast-Brighton, CO, 992 Platte River Blvd Brighton, CO 80601 303-654-8055

Diamond Hospitality LLC, Alamosa, CO, 710 Mariposa Street Alamosa, CO 81101 719-480-6023

Fort Morgan Lodging, LLC, Fort Morgan, CO, 1152 Main Street Fort Morgan, CO 80701 970-542-2484

Avik A. Amin, Mesa Verde/Cortez, CO, 2244 E. Hawkins Street Cortez, CO 81321 970-564-5924

Dia Cherry Creek, LLC, Denver Tech Center South, CO, 7079 South Kenton Street Centennial, CO 80112 303-790-8800

### CONNECTICUT

HIT Portfolio II HIL TRS, LLC, Milford, CT, 129 Plains Rd. Milford, CT 06460 203-874-4400

Paradise Properties, LLC, Groton, CT, 300 Long Hill Rd. Groton, CT 06340 860-405-1585

## **EXHIBIT A**

Buffalo-Windsor Associates, LLC, Hartford-Airport, CT, 2168 Poquonock Avenue Windsor, CT 06095 860-683-1118  
Waterbury Hospitality Group, LLC, Waterbury, CT, 777 Chase Parkway Waterbury, CT 06708 203-753-1777  
Danbury Lodging, LLC, Danbury, CT, 81 Newtown Road Danbury, CT 06810 203-748-6677  
Enfield Lodging, LLC, Springfield-South/Enfield, CT, 20 Phoenix Avenue Enfield, CT 06082 860-741-3111  
Shelton IV Hotel Equity, LLC, Shelton, CT, 695 Bridgeport Avenue Shelton, CT 06484 203-925-5900  
395 Properties, LLC, Norwich, CT, 154 Salem Turnpike Norwich, CT 06360 860-885-1100

### **DELAWARE**

K W Lodging LLC, Dover, DE, 1568 North DuPont Highway Dover, DE 19901 302-736-3500  
SRS Management Corporation, Seaford, DE, 22871 Sussex Highway Seaford, DE 19973 302-629-4500  
Inns of Rehoboth Beach, LLC, Rehoboth Beach, DE, 18826 Coastal Highway Rehoboth Beach, DE 19971 302-645-8003  
Hub North, LLC, Middletown, DE, 117 Sand Hill Drive Middletown, DE 19709 302-378-5656  
Milford Hospitality LLC, Milford, DE, 100 Lighthouse Estates Drive Milford, DE 19963 302-422-4320

### **DISTRICT OF COLUMBIA**

HHLP DC Convention Center Lessee, LLC, Washington-Downtown-Convention Center, D, 901 6th Street., NW Washington, DC 20001-2646 202-842-2500  
NOMA Hospitality, LLC, Washington DC NoMa Union Station, 501 New York Ave NE Suite A Washington, DC 20002 202-3931001  
Palmetto Hospitality of Washington DC II, LLC, Washington, DC/White House, 1729 H Street N.W. Washington, DC 20006 202-296-1006

### **FLORIDA**

Elite Hospitality V, LLC, Daytona Speedway/Airport, FL, 1715 W International Speedway Blvd. Daytona Beach, FL 32114 386-257-4030  
CNI THL OPS, LLC, Fort Lauderdale-Cypress Creek, FL, 720 East Cypress Creek Road Fort Lauderdale, FL 33334-3564 954-776-7677  
EH Tampa Westshore, LLC, Tampa-Airport/Westshore, FL, 4817 W. Laurel Street Tampa, FL 33607 813-287-0778  
Grand Prix Fixed Lessee LLC, Naples-Central, FL, 3210 Tamiami Trail N. Naples, FL 34103 239-261-8000  
OK Universal LLC, Orlando Near Universal Blv/International, 7110 S. Kirkman Road Orlando, FL 32819 407-345-1112  
Savoy Hospitality, LLC, Orlando closest to Universal, FL, 5621 Windhover Drive Orlando, FL 32819 407-351-6716  
4225 SW 40th Boulevard, LLC, Gainesville, FL, 4225 SW 40th Blvd. Gainesville, FL 32608 352-371-4171  
Florida Hospitality Resorts, Inc., Fort Myers-Airport I-75, FL, 9241 Market Place Rd. Fort Myers, FL 33912 239-768-2525  
10110 Group LLC, Tampa/Brandon, FL, 10110 Horace Avenue Tampa, FL 33619 813-661-8888  
Shivam Hospitality Group, LLC, Jupiter/Juno Beach, FL, 13801 U.S. Highway 1 Juno Beach, FL 33408 561-626-9090  
Budget Inns of Florida, Inc., Brooksville/Dade City, FL, 30301 Cortez Blvd. Brooksville, FL 34602 352-796-1000



## EXHIBIT A

OK Airport LLC, Orlando-International Airport, FL, 5767 T.G. Lee Blvd. Orlando, FL 32822 407-888-2995  
LVP HMI Miami Holding Corp., Miami-Airport West, FL, 3620 NW 79th Avenue Doral, FL 33166 305-513-0777  
H & S Development, LLC, Pensacola Beach/Gulf Front, FL, 2 Via De Luna Pensacola Beach, FL 32561 850-932-6800  
Grove Hotel Group, Ltd., Miami-Coconut Grove/Coral Gables, FL, 2800 SW 28th Terrace Coconut Grove, FL 33133 305-448-2800  
Jalaram Hotels, Inc., St. Augustine-Historic District, FL, 2050 North Ponce de Leon Blvd. Saint Augustine, FL 32084 904-829-1996  
SG Group Holdco, LLC and SG984 LLC, Bonita Springs/Naples-North, FL, 27900 Crown Lake Boulevard Bonita Springs, FL 34135 239-947-9393  
Sandhill Operations, LLC, Port Charlotte, FL, 24480 Sandhill Boulevard Port Charlotte, FL 33983 941-627-5600  
Excel Sarasota 2, LLC, Sarasota - I-75 Bee Ridge, FL, 5995 Cattleridge Boulevard Sarasota, FL 34232 941-371-1900  
Central Florida Hotel Investment Group, LLC, Debary/Deltona/Orange City, FL, 308 Sunrise Blvd. Debary, FL 32713 386-668-5758  
HIT Portfolio I HIL TRS, LLC, Boca Raton, FL, 1455 Yamato Road Boca Raton, FL 33431 561-988-0200  
Liberty Vero LLC, Vero Beach I-95, FL, 9350 19th Lane Vero Beach, FL 32966 772-770-4299  
Arvin Enterprises, Inc., St. Augustine Beach, FL, 430 A-1-A Beach Blvd. Saint Augustine, FL 32080 904-471-4000  
LBV Property Associates LLC, Orlando/Lake Buena Vista, FL, 8150 Palm Parkway Orlando, FL 32836 407-465-8150  
LEI-DCIC Jacksonville Operating Company, LLC, Jacksonville-Downtown-I-95, FL, 1331 Prudential Drive Jacksonville, FL 32207 904-396-7770  
Amelia Island Hotel Associates L. P., Amelia Island at Fernandina Beach, FL, 2549 Sadler Road Fernandina Beach, FL 32034 904-321-1111  
SHRI LAXMI, INC., Panama City-Panama City Mall, FL, 2338 Mercedes Avenue Panama City, FL 32405 850-872-6969  
Mary Matha Hospitality Group LLC, Melbourne, FL, 194 Coastal Lane Melbourne, FL 32904 321-956-6200  
PNS Hotel Group, Ltd., Pensacola-Arpt (Cordova Mall Area), FL, 2187 Airport Boulevard Pensacola, FL 32504 850-478-1123  
Platinum Hospitality, LLC, Lakeland, FL, 4420 North Socrum Loop Road Lakeland, FL 33809 863-816-2525  
Meridian Club LLC, St. Augustine - I-95, FL, 2525 CR 208 Saint Augustine, FL 32092 904-824-4422  
Rocky Point Investment 1 LLC, Tampa-Airport/Rocky Point, FL, 3035 N. Rocky Point Drive E. Tampa, FL 33607 813-289-6262  
Kinnari, Inc., Spring Hill, FL, 1344 Commercial Way Spring Hill, FL 34606 352-684-5000  
Kelco Apalachee Associates I, Ltd., Tallahassee-Central, FL, 2979 Apalachee Parkway Tallahassee, FL 32301 850-309-1300  
Honest Hospitality Davenport, LLC, Orlando-S. of Walt Disney Resort, FL, 44117 Highway 27 Davenport, FL 33897 863-420-9898  
Liberty Ormond LLC, Daytona/Ormond Beach, FL, 155 Interchange Boulevard Ormond Beach, FL 32174 386-677-9999  
HIT Portfolio II TRS, LLC, Orlando Int'l Dr. Area/Convention Center, 8900 Universal Boulevard Orlando, FL 32819 407-354-4447  
Ocean Partner's Associates, LLLP, Cocoa Beach/Cape Canaveral, FL, 3425 N. Atlantic Ave. Cocoa Beach, FL 32931 321-799-4099  
Sagani, LLC, Mount Dora, FL, 19700 US Highway 441 Mount Dora, FL 32757 352-383-4267  
Kelco Dadeland Associates, Ltd., Miami/Dadeland, FL, 8200 SW 70th Avenue Miami, FL 33143 305-269-0072  
Midas Plantation, LLC, Fort Lauderdale/Plantation, FL, 7801 S.W. 6th Street Plantation, FL 33324 954-382-4500  
Pines Hotel Group, Ltd., Ft. Lauderdale-West/Pembroke Pines, FL, 1900 NW 150th Avenue Pembroke Pines, FL 33028 954-441-4242  
HIT Portfolio I HIL TRS, LLC, Palm Beach Gardens, FL, 4001 RCA Boulevard Palm Beach Gardens, FL 33410 561-625-8880

## EXHIBIT A

BFLO-ELLENTON ASSOCIATES, LLC, Ellenton/Bradenton, FL, 5810 20th Court East Ellenton, FL 34222 941-721-4000  
Tristar Lodging, Inc., Daytona Beach Shores-Oceanfront, FL, 3135 South Atlantic Avenue Daytona Beach Shores, FL 32118 386-767-8533  
Shree Mahalaxmi MAA, LLC, Naples I-75, FL, 2630 Northbrooke Plaza Drive Naples, FL 34119 239-596-1299  
Wynne Building Corporation, Ft. Lauderdale-Commercial Blvd., FL, 4499 W. Commercial Boulevard Tamarac, FL 33319 954-735-7575  
RLJ II-HA Fort Walton Beach Lessee, LLC, Fort Walton Beach, FL, 1112 Santa Rosa Blvd. Fort Walton Beach, FL 32548 850-301-0906  
Apple Nine Hospitality Management, Inc., Ft. Lauderdale-Arpt-North Cruise Port, F, 2301 SW 12th Avenue Fort Lauderdale, FL 33315 954-524-9900  
Capital Florida Management, LLC, Perry, FL, 2399 South Byron Butler Pkwy. Perry, FL 32348 850-223-3000  
EHP Jacksonville Hola, LLC, Jacksonville/Ponte Vedra Beach-Mayo Clin, 1220 Marsh Landing Parkway Jacksonville Beach, FL 32250 904-280-9101  
CAS Holdings, LLC, Winter Haven, FL, 202 Cypress Gardens Boulevard Winter Haven, FL 33880 863-299-9251  
Panama City Beach Family, LLC, Panama City Beach, FL, 2909 Thomas Drive Panama City Beach, FL 32408 850-236-8988  
HHITAN LLC, Tampa-Veterans Expwy/Waters Ave., FL, 5628 W. Waters Avenue Tampa, FL 33634 813-901-5900  
Hallandale Group Limited Partnership, Hallandale Beach Aventura, FL, 1000 South Federal Highway Hallandale Beach, FL 33009 954-874-1111  
Apple Nine Florida Services, Inc., Ft. Lauderdale/Downtown Las Olas Area, F, 250 North Andrews Avenue Fort Lauderdale, FL 33301 954-924-2700  
HIT Portfolio I HIL TRS, LLC, West Palm Beach/Fl Turnpike, FL, 2025 Vista Parkway West Palm Beach, FL 33411-2719 561-682-9990  
HIT Portfolio I HIL TRS, LLC, Boca Raton/Deerfield Beach, FL, 660 West Hillsboro Blvd. Deerfield Beach, FL 33441 954-481-1221  
Niceville Hotel, LLC, Niceville/Eglin AFB, FL, 4400 Ansley Drive Niceville, FL 32578 850-897-4675  
Sun Coast Hospitality, LLC, Jacksonville-East/Regency Sq., FL, 1021 Hospitality Lane Jacksonville, FL 32225 904-722-8881  
Milestone Hospitality, LLC, Titusville-I-95/Kennedy Space Center, FL, 4760 Helen Hauser Boulevard Titusville, FL 32780 321-383-9191  
Chaffee Point Hospitalities, LLC, Jacksonville/I-10 West, FL, 548 Chaffee Point Blvd. Jacksonville, FL 32221 904-783-8277  
RLJ III - HA West Palm Beach Airport Lessee, LLC, West Palm Beach-Airport/Central, FL, 1601 Worthington Road West Palm Beach, FL 33409 561-472-7333  
Payal Hospitality Inc., Quincy, FL, 165 Spooner Road Quincy, FL 32351 850-627-7555  
Viera Hospitality L.L.C., Melbourne/Viera, FL, 130 Sheriff Drive Melbourne, FL 32940 321-255-6868  
Small Street Hotels DC, LLC, Dade City/Zephyrhills, FL, 13215 US HWY 301 Dade City, FL 33525 352-567-5277  
Lake Worth Hospitality, L.L.L.P., West Palm Beach/Lake Worth-Turnpike, FL, 8205 Lake Worth Road Lake Worth, FL 33467 561-472-5980  
JAX-BAY HOTEL LLC, Jacksonville I-295 East/Baymeadows, FL, 8127 Point Meadows Dr. Jacksonville, FL 32256 904-363-7150  
Sunburst Development Company 2, Inc., Leesburg/Tavares, FL, 9630 US Hwy 441 Leesburg, FL 34788 352-315-1053  
MotManCo, Inc., Okeechobee, FL, 1200 State Road 70 East Okeechobee, FL 34972 863-824-0003  
Key New Smyrna, LLC, New Smyrna Beach, FL, 214 Flagler Avenue New Smyrna Beach, FL 32169 386-898-9444

## EXHIBIT A

Beechwood Bartow Hotel, LLC, Bartow, FL, 205 Old Bartow Eagle Lake Rd. Bartow, FL 33830 863-535-5007  
Pacifica Key Largo, L.P., Key Largo, FL, 102400 Overseas Highway PO Box 1024 Key Largo, FL 33037 305-451-1400  
MLD 3, LLC, Crystal River, FL, 1103 North Suncoast Boulevard Crystal River, FL 34429 352-564-6464  
Pios Grande Jacksonville Resort LLC, Jacksonville Beach/Oceanfront, FL, 1515 First Street North Jacksonville Beach, FL 32250 904-241-2311  
Claremont Partners, LLC, Miami/South Beach-17th Street, FL, 1700 Collins Avenue Miami Beach, FL 33139 786-620-2900  
1024 North Atlantic Daytona Beach Owner, LLC, Daytona Beach/Beachfront, FL, 1024 North Atlantic Avenue Daytona Beach, FL 32118 386-944-2570  
Vista Hotel, Inc., Jacksonville South/I-95 at JTB, FL, 4681 Lenoir Avenue South Jacksonville, FL 32216 904-281-2600  
SHP Hospitality, LLC, Palatka, FL, 100 Memorial Parkway Palatka, FL 32177 386-530-2420  
PB1 Hotels, LLC, Ft. Lauderdale/Pompano Beach, FL, 900 S Federal Highway Pompano Beach, FL 33062 954-6239000  
Henderson Properties, LLC, Plant City, FL, 2702 Thonotosassa Road Plant City, FL 33563 813-756-5600  
Miami Airport Lodging, LLC, Miami - Airport East, FL, 3449 NW 42nd Ave. Miami, FL 33142 786-801-3136  
Trident Hotel Group, LLC, Crestview I-10, FL, 112 John King Road Crestview, FL 32539 850-409-3360  
AVJC Enterprise, LLC, Marathon - Florida Keys, FL, 13351 Overseas Highway Marathon, FL 33050 305-359-3040

## GEORGIA

Northlake Hotel Investors, LLC, Atlanta-Northlake, GA, 3400 Northlake Pkwy NE Atlanta, GA 30345 770-493-1966  
Shree Keshav Hotel, LLC, Atlanta-Buckhead, GA, 3398 Piedmont Rd., NE Atlanta, GA 30305 404-233-5656  
1000 Market Street, LLC, Dalton, GA, 1000 Market Street Dalton, GA 30720 706-226-4333  
Imperial Investments Southlake, LLC, Atlanta-Southlake, GA, 1533 Southlake Pkwy Morrow, GA 30260 770-968-8990  
AD1 Atlanta LS Hotels DE, LLC, Atlanta-North Druid Hills, GA, 1975 North Druid Hills Road Atlanta, GA 30329 404-320-6600  
Hare Krishna Cumberland Hotel LLC, Atlanta NW Cumberland, GA, 2775 Cumberland Parkway Atlanta, GA 30339 770-333-6006  
Bran Hospitality Perry, LLC, Perry, GA, 102 Hampton Court Perry, GA 31069 478-987-7681  
SM Investors LLC, Atlanta/Stone Mountain, GA, 1737 Mountain Industrial Blvd. Stone Mountain, GA 30083 770-934-0004  
B.R.D., Inc., Atlanta-Town Center/Kennesaw, GA, 871 Cobb Place Blvd. Kennesaw, GA 30144 770-426-0017  
Renaissance Group Peachtree City, Inc., Atlanta/Peachtree City, GA, 300 Westpark Dr. Peachtree City, GA 30269 770-486-8800  
769 Hammond Atlanta, LLC, Atlanta-Perimeter Center, GA, 769 Hammond Drive NE Atlanta, GA 30328 404-303-0014  
Royal Hotel Investments, Inc., Atlanta/Conyers, GA, 1340 Dogwood Drive SE Conyers, GA 30013 770-483-8838  
MHI-Athens HI OpCo, LLC, Athens, GA, 2220 W. Broad Street Athens, GA 30606 706-548-9600  
Maiya Madhu, Inc., Commerce, GA, 153 Hampton Court Commerce, GA 30529 706-335-6161  
MHI-Norcross HI OpCo, LLC, Peachtree Corners/Norcross, GA, 440 Technology Parkway NW Peachtree Corners, GA 30092 770-729-0015  
N & R HOTELS, INC., Gainesville, GA, 450 Jesse Jewel Parkway, SW Gainesville, GA 30501 770-503-0300

## EXHIBIT A

Newnan Hotel Managers, LLC, Atlanta/Newnan, GA, 50 Hampton Way Newnan, GA 30265 770-253-9922  
Ashford TRS Pool C3 LLC, Atlanta/Lawrenceville/Gwinnett Co., GA, 1135 Lakes Parkway Lawrenceville, GA 30043 770-338-9600  
Savannah Investors-H LLP, Savannah-Historic District, GA, 201 E. Bay St. Savannah, GA 31401 912-231-9700  
Four J S Family LLLP, LaGrange near Callaway Gardens, GA, 100 Willis Circle LaGrange, GA 30240 706-845-1115  
Paradise Group Cartersville, L.L.C., Cartersville, GA, 5600 Hwy 20 SE Cartersville, GA 30121-5211 770-382-8999  
HMS Operating Inc., Helen, GA, 147 Unicoi Street Helen, GA 30545 706-878-3310  
Vivaana LLC, Bremen-I-20 (Carrollton Area), GA, 28 Price Creek Road Bremen, GA 30110 770-537-9001  
Madison Hospitality, LLC, Madison, GA, 2012 Eatonton Road Madison, GA 30650 706-342-9003  
MCRT3 Savannah Tenant LLC, Savannah-I-95 North, GA, 7050 GA-21 Port Wentworth, GA 31407 912-966-2000  
Sunwest Investments, Inc., Atlanta/Douglasville, GA, 6371 Douglas Blvd. Douglasville, GA 30135 770-577-0091  
DRAP Adel, LLC, Adel, GA, 1500 West Fourth Street Adel, GA 31620 229-896-3099  
Camp Hospitality, Inc., Thomasville, GA, 1950 Georgia Highway 122 Thomasville, GA 31757 229-227-0040  
Shree Vasu, Inc., Darien-I-95, GA, 610 Highway 251 Darien, GA 31305 912-437-5558  
DRAP Douglas, LLC, Douglas, GA, 1604 S. Peterson Avenue Douglas, GA 31533 912-383-7550  
Shree Mahalaxmi Investments, LLC, Waycross, GA, 1720 Brunswick Highway Waycross, GA 31501 912-285-5515  
Shree Swamiji, Inc., Savannah-I-95/Richmond Hill, GA, 4679 Highway 17 Richmond Hill, GA 31324 912-756-2272  
Atlantic Hospitality Ventures, L.L.C., St. Simons Island, GA, 2204 Demere Road Saint Simons Island, GA 31522 912-634-2204  
Ashford TRS Pool C3 LLC, Atlanta-Mall of Georgia, GA, 3240 Buford Drive Buford, GA 30519 678-546-1200  
Milledgeville Lodging LLC, Milledgeville, GA, 2461 N. Columbia Street Milledgeville, GA 31061 478-451-0050  
Legendary Hospitality, LLC, Warner Robins, GA, 4000 Watson Blvd. Warner Robins, GA 31093 478-953-9443  
Welcome Group 70, LLC, Valdosta/Lake Park Area, GA, 4906 Timber Drive Lake Park, GA 31636 229-559-5565  
Renaissance Group Woodstock, Inc., Atlanta/Woodstock, GA, 450 Parkway 575 Woodstock, GA 30188 770-592-2323  
Northlake Development, LLC, Moultrie, GA, 441 Hampton Way NE Moultrie, GA 31788 229-616-7777  
Four J S Family LLLP, Columbus-North, GA, 7390 Bear Lane Columbus, GA 31909-2516 706-256-2222  
BRIDGE HOSPITALITY, INC., Atlanta-Stockbridge, GA, 7342 Hannover Parkway North Stockbridge, GA 30281 770-389-0065  
Jai Jalaram Hotels, L.L.C., Atlanta/Cumming, GA, 915 Ronald Reagan Blvd. Cumming, GA 30041 770-889-0877  
Gold Key Hospitality, LLC, Cornelia, GA, 161 Market Corners Drive Cornelia, GA 30531 706-778-0040  
Quality Oil Company, LLC, Atlanta/Lawrenceville/I-85-Sugarloaf, GA, 6010 Sugarloaf Parkway Lawrenceville, GA 30043 678-407-0018  
Flotel DE, LLC, Alpharetta/Roswell, GA, 10740 Westside Way Alpharetta, GA 30009 770-640-5511  
Paramount Crossroads, LLC, Carrollton, GA, 102 South Cottage Hill Road Carrollton, GA 30117 770-838-7722  
Bran Hospitality, Inc., Americus, GA, 1609 East Lamar Street Americus, GA 31709 229-924-3890  
VIP Liberty LLC, Hinesville, GA, 1148 E. Oglethorpe Highway Hinesville, GA 31313 912-877-4090

## **EXHIBIT A**

Fayetteville Premier Lodging, LLC, Fayetteville, GA, 110 Meeting Place Drive Fayetteville, GA 30214 770-460-6700  
Oncar Hotels, Inc., Atlanta/Fairburn, GA, 7790 Ella Lane Fairburn, GA 30213 678-782-4600  
Bran Hospitality Vidalia, Inc., Vidalia, GA, 3303 East First St Vidalia, GA 30474 912-526-0235  
Canton Hospitality LLC, Atlanta/Canton, GA, 710 Transit Avenue Canton, GA 30114 770-345-7400  
Paramount Atlanta, LLC, Atlanta-Georgia Tech/Downtown, GA, 244 North Avenue, N.W. Atlanta, GA 30313 404-881-0881  
Royal Hotel Investments of Covington, Inc., Covington, GA, 14460 Lochridge Blvd Covington, GA 30014 678-212-2500  
Desai Brothers, LLC, Kingsland, GA, 102 Reddick Road Kingsland, GA 31548 912-729-1900  
Vasp Hospitality, L.L.C., Ringgold/Ft. Oglethorpe, GA, 6875 Battlefield Parkway Ringgold, GA 30736 706-935-4800  
Four J S Family LLLP, Columbus-South/Ft. Benning, GA, 2870 S. Lumpkin Rd. Columbus, GA 31903 706-660-5550  
Afva Hospitality LLC, Atlanta/McDonough, GA, 250 Avalon Court McDonough, GA 30253 770-957-5808  
Palmetto Hotels, Inc., Thomson, GA, 1702 Washington Road Thomson, GA 30824 706-595-5300  
Dr. Harinderjit Singh, Augusta/Gordon Hwy, GA, 306 Timbercreek Lane Augusta, GA 30909 706-396-5500  
BPR Statesboro, LLC, Statesboro, GA, 350 Brampton Avenue Statesboro, GA 30458 912-489-8989  
Shree Gurudev Dutt, LLC, Waynesboro, GA, 235 Peachtree Street Waynesboro, GA 30830 706-558-4190  
Bran Hospitality Bainbridge, Inc., Bainbridge, GA, 1522 Tallahassee Highway Bainbridge, GA 39819 229-246-1341  
Emerson Hospitality LLC, Emerson LakePoint, GA, 86 Old Allatoona Rd SE Cartersville, GA 30121 678-792-3375  
Elite Hotel Management LLC, Norcross, GA, 5655 Jimmy Carter Blvd. Norcross, GA 30071 770-446-3210  
Busbee Hotel, LLC, Atlanta Kennesaw, GA, 3405 Busbee Drive Kennesaw, GA 30144 770-427-2002  
P & S Hotels, Inc., Lake Hartwell, GA, 1357 E Franklin St Hartwell, GA 30643 706-376-4700  
Bran Hospitality Forsyth, Inc., Forsyth, GA, 360 S Frontage Rd Forsyth, GA 31029 478-994-9990  
Siaram LLC, Acworth, GA, 1320 Hwy 92 Acworth, GA 30102 678-505-4870

### **IDAHO**

BHH HA, LLC, Boise-Airport, ID, 3270 South Shoshone Boise, ID 83705 208-331-5600  
Hotel Developers - Idaho Falls No. 1, LLC, Idaho Falls At The Mall, ID, 2500 Channing Way Idaho Falls, ID 83404 208-529-9800  
Twin Falls Hotels, LLC, Twin Falls, ID, 1658 Fillmore Street North Twin Falls, ID 83301 208-734-2233  
Hotel Developers-Eagle Rock, LLC, Idaho Falls/Airport, ID, 645 Lindsay Blvd Idaho Falls, ID 83402 208-523-1400  
NPH, LLC, Lewiston, ID, 2701 Nez Perce Drive Lewiston, ID 83501 208-743-9004

### **ILLINOIS**

HIT Portfolio II HIL TRS, LLC, Chicago/Naperville, IL, 1087 East Diehl Rd. Naperville, IL 60563 630-505-1400  
RLJ II HA Midway Lessee, LLC, Chicago-Midway Airport, IL, 6540 S. Cicero Ave. Bedford Park, IL 60638 708-496-1900

## EXHIBIT A

Saga Chicago Co., Ltd., Chicago-O'Hare Int'l Airport, IL, 3939 N. Mannheim Rd. Schiller Park, IL 60176 847-671-1700  
IB Rockford Hotel Partners LLC, Rockford, IL, 615 Clark Drive Rockford, IL 61107-5816 815-2290404  
HIT Portfolio I HIL TRS, LLC, Chicago/Gurnee, IL, 5550 Grand Ave. Gurnee, IL 60031 847-662-1100  
Johnson Peoria Ventures, L.L.C., Peoria-East, IL, 11 Winners Way East Peoria, IL 61611 309-694-0711  
CNI THL OPS, LLC, Decatur/Forsyth, IL, 1429 Hickory Point Drive Forsyth, IL 62535 217-877-5577  
CNI THL OPS, LLC, St. Louis/Fairview Heights, IL, 150 Ludwig Dr. Fairview Heights, IL 62208 618-397-9705  
HIT Portfolio II MISC TRS, LLC, Champaign/Urbana, IL, 1200 West University Avenue Urbana, IL 61801 217-337-1100  
Elgin Hospitality Group, LLC, Chicago Elgin / I-90, IL, 405 Airport Rd. Elgin, IL 60123-9356 847-931-1940  
Joliet/80 Lodging Partners Limited Partnership, Joliet - I-80, IL, 1521 Riverboat Center Drive Joliet, IL 60436 815-725-2424  
Royal Golden Hospitality, LLC, Mattoon, IL, 1416 Broadway Avenue East Mattoon, IL 61938 217-234-4267  
BGMH HAMC, L.L.C., Collinsville, IL, 7 Commerce Drive Collinsville, IL 62234 618-346-4400  
H.I. HERITAGE INN OF TINLEY PARK OPCO, L.L.C., Chicago/Tinley Park, IL, 18501 North Creek Drive Tinley Park, IL 60477 708-633-0602  
RS Hospitality of Marion LLC, Marion, IL, 2710 West DeYoung Marion, IL 62959 618-998-9900  
Brisam Vernon LLC, Mount Vernon, IL, 221 Potomac Boulevard Mount Vernon, IL 62864 618-244-2323  
Joliet/55 Lodging Associates L.L.C., Joliet - I-55, IL, 3555 Mall Loop Drive Joliet, IL 60431 815-439-9500  
ACRE Holding Carbondale, LLC, Carbondale, IL, 2175 Reed Station Parkway Carbondale, IL 62901 618-549-6900  
Blackhawk Lodging Inc., Chicago-Carol Stream, IL, 205 W. North Avenue Carol Stream, IL 60188 630-681-9200  
Tracy Holdings, LLC, Quincy, IL, 225 South 4th Street Quincy, IL 62301 217-224-8378  
Super Rajal, L.L.C., Bloomington-West, IL, 906 Maple Hill Road Bloomington, IL 61705 309-829-3700  
North Ottawa Hotel Group, L.L.C., Ottawa (Starved Rock Area), IL, 4115 Holiday Lane Ottawa, IL 61350 815-434-6040  
McHenry Hotel, LLC, McHenry, IL, 1555 South Route 31 McHenry, IL 60050 815-578-1900  
Litchfield Hotel Ventures, LLC, Litchfield, IL, 11 Thunderbird Circle Litchfield, IL 62056 217-324-4441  
Century Hospitality, LLC, Jacksonville, IL, 1725 West Morton Avenue Jacksonville, IL 62650 217-291-0415  
Shubert Hotel Associates, Chicago Theatre District, IL, 22 W. Monroe Chicago, IL 60603 312-332-5052  
KSR Hospitality, LLC, Freeport, IL, 109 S. Galena Avenue Freeport, IL 61032 815-232-7100  
Champaign Hotel Ventures, LLC, Lincoln, IL, 1019 North Heitmann Drive Lincoln, IL 62656 217-732-6729  
Hari Investments LLC, St. Louis/Columbia, IL, 165 Admiral Trost Dr. Columbia, IL 62236 618-281-9000  
Macomb Hotel, LLC, Macomb, IL, 1639 East Jackson Street Macomb, IL 61455 309-837-6000  
Yorkville Hospitality LLC, Yorkville, IL, 310 East Countryside Parkway Yorkville, IL 60560 630-553-9805  
Newgen Assets, LLC, DeKalb (Near the University), IL, 663 S. Annie Glidden Road DeKalb, IL 60115 815-748-4323  
MPAL HURON, LLC, Chicago Downtown/Magnificent Mile, IL, 160 E. Huron St. Chicago, IL 60611 312-706-0888  
Integrated Motor Club LLC, Chicago Downtown/N Loop/Michigan Ave, IL, 68 E. Wacker Place Chicago, IL 60601 312-419-9014

## EXHIBIT A

U.S. REIF Jupiter N. Jefferson Fee, LLC, Chicago Downtown West Loop, IL, 116 N Jefferson Chicago, IL 60661 312-6480000  
Albion Hotel LLC, Chicago North/Loyola Station, IL, 1209 West Albion Ave Chicago, IL 60626 312-265-5800  
Michigan Cermak Indiana LLC, Chicago McCormick Place, IL, 123 East Cermak, Suite 100 Chicago, IL 60616 312-791-1121  
Evergreen Hospitality, LLC, Decatur Southeast, IL, 4855 East Evergreen Court Decatur, IL 62521 217-864-3297  
Pontiac Hotel Associates, LLC, Pontiac, IL, 2000 Grand Prix Drive Pontiac, IL 61764 815-844-4400  
NNDYM KB, Inc., Bourbonnais/Kankakee, IL, 64 Ken Hayes Drive Bourbonnais, IL 60914 815-933-3800  
Champaign West Hospitality, LLC, Champaign Southwest, IL, 3308 Mission Drive Champaign, IL 61822 217-356-0726

### INDIANA

First ENT LLC, Bloomington, IN, 2100 N. Walnut St. Bloomington, IN 47404 812-334-2100  
HIT Portfolio II HIL TRS, LLC, Indianapolis-NE/Castleton, IN, 6817 E. 82nd Street Indianapolis, IN 46250 317-576-0220  
DREP-BC Indy Owner LLC, Indianapolis-South, IN, 7045 McFarland Blvd. Indianapolis, IN 46237 317-889-0722  
Ashford TRS Evansville I LLC, Evansville, IN, 8000 Eagle Crest Blvd. Evansville, IN 47715 812-473-5000  
Batesville Inn, Inc., Batesville, IN, 1030 State Road 229 N. Batesville, IN 47006 812-934-6262  
SSH TRS H LLC, Merrillville, IN, 8353 Georgia Street Merrillville, IN 46410 219-736-7600  
HIT SWN TRS, LLC, Ft. Wayne-Southwest, IN, 8219 West Jefferson Blvd. Fort Wayne, IN 46804 260-459-1999  
J Enterprises Inn of Columbus, LLC, Columbus/Taylorsville/Edinburgh, IN, 12161 N. US 31 Edinburgh, IN 46124 812-526-5100  
105 S. Meridian Inc., Indianapolis Dwtn across from Circle Cen, 105 S. Meridian Street Indianapolis, IN 46225 317-261-1200  
HIPI Holding LLC, Princeton, IN, 107 S. Richland Creek Drive Princeton, IN 47670 812-385-2400  
Shree Ram, LLC of Elkhart, Elkhart, IN, 215 Northpointe Blvd. Elkhart, IN 46514 574-264-2525  
H.H.B., LLC, Louisville-North/Clarksville, IN, 1501 Broadway Clarksville, IN 47129 812-280-1501  
Lafayette Suites Developers, L.P., Lafayette, IN, 3941 South Street Lafayette, IN 47905 765-447-1600  
Choice Inn of Seymour, LLC, Seymour, IN, 247 N. Sandy Creek Drive Seymour, IN 47274 812-523-2409  
Corydon Hotel Developers, LLC, Corydon, IN, 2455 Landmark Avenue Corydon, IN 47112 812-738-6688  
Brisam Anderson LLC, Anderson, IN, 2312 Hampton Drive Anderson, IN 46013 765-622-0700  
North Pointe Development, LLC, Indianapolis-SW/Plainfield, IN, 2244 East Perry Road Plainfield, IN 46168 317-839-9993  
Terre Haute Hotel Partners, LLC, Terre Haute, IN, 3325 U.S. 41 South Terre Haute, IN 47802 812-242-2222  
MGA Family Group, Inc., Jasper, IN, 355 Third Avenue Jasper, IN 47546 812-481-1888  
U.S. Hospitality, LLC, Marion, IN, 1502 N. Baldwin Avenue Marion, IN 46952 765-662-6656  
HAPTG Hospitality LLC, Portage, IN, 6353 Melton Road Portage, IN 46368 219-764-1919  
North Meridian Carmel Hotel, L.P., Indianapolis/Carmel, IN, 12197 N. Meridian Street Carmel, IN 46032 317-843-1100  
LaPorte Hotel Suites, LLC, La Porte, IN, 1777 West High-Point Drive LaPorte, IN 46350 219-362-6100

## **EXHIBIT A**

Shri Harikrishna Hospitality, Inc., Shelbyville, IN, 59 E. Rampart St. Shelbyville, IN 46176 317-398-9100  
K-1 Investment, LLC, Greenfield, IN, 2271 William Way Greenfield, IN 46140 317-467-0700  
80Warsaw, LLC, Warsaw, IN, 115 Robmar Drive Warsaw, IN 46580 574-268-2600  
Hariomshiv, Inc., Goshen, IN, 1968 Lincolnway East Goshen, IN 46526 574-533-8800  
Auburn Hospitality, Inc., Auburn, IN, 1020 Smaltz Way Auburn, IN 46706 260-925-1100  
73rd Hotel Partners, LLC, Indianapolis Northwest/Park 100, IN, 5860 West 73rd Street Indianapolis, IN 46278 317-290-6000  
Jairaj Dupont, LLC, Ft. Wayne/Dupont Road, IN, 3520 East Dupont Road Fort Wayne, IN 46825 260-483-3999  
Anson Hospitality, LLC, Indianapolis NW/Zionsville, IN, 6005 S. Main Street Whitestown, IN 46075 317-768-2330  
Encore Hotel Owners II of Evansville, LLC, Evansville/Airport, IN, 5701 Highway 41 North Evansville, IN 47711 812-464-1010  
Vincennes Hotel Developers, LLC, Vincennes, IN, 2863 Ford Rd Vincennes, IN 47591 812-316-0999  
John T. Phair, Westfield Indianapolis, IN, 17400 Wheeler Road Westfield, IN 46074 317-7631900

### **IOWA**

LVP HMI Des Moines Holding Corp., Des Moines-Airport, IA, 5001 Fleur Drive Des Moines, IA 50321 515-287-7300  
OBOS CDR LLC, Cedar Rapids, IA, 3265 6th Street, SW Cedar Rapids, IA 52404 319-362-8144  
Coralville Hotel Associates, L.C., Iowa City/Coralville, IA, 1200 First Avenue Coralville, IA 52241 319-351-6600  
West Des Moines Lodging Investors, LLC, West Des Moines Lake Drive, IA, 7060 Lake Drive West Des Moines, IA 50266 515-223-4700  
Kinseth Hospitality VI L.C., Council Bluffs, IA, 2204 River Road Council Bluffs, IA 51501 712-328-2500  
Chrisbro Hospitality, Waterloo Cedar Valley, IA, 2034 La Porte Road Waterloo, IA 50702 319-233-2044  
Dodge Street Hotel Associates, L.C., Dubuque, IA, 3434 Dodge Street Dubuque, IA 52003 563-690-2005  
Sajni Lodging, Inc., Muscatine, IA, 3303 North Port Drive Muscatine, IA 52761 563-264-3003  
OTM Hospitality, Inc., Ottumwa, IA, 943 N Quincy Avenue Ottumwa, IA 52501 641-814-8888  
HK Corporation, Keokuk, IA, 3201 Main Street Keokuk, IA 52632 319-524-6700  
Raj Lodging Inc., Clinton, IA, 2781 Wild Rose Circle South Clinton, IA 52732 563-243-5555  
Ravi Lodging Inc., Iowa City/University Area, IA, 4 Sturgis Corner Drive Iowa City, IA 52240 319-339-8000  
Prairie Winds Hotel Holdings, LLC, Orange City, IA, 914 8th Street, SE Orange City, IA 51041 712-707-4100  
Maple Two Investments LLC, Omaha Airport, IA, 2020 Abbott Drive Carter Lake, IA 51510 712-847-0699

### **KANSAS**

HIT Portfolio I HIL TRS, LLC, Kansas City/Overland Park, KS, 10591 Metcalf Frontage Road Overland Park, KS 66212 913-341-1551  
Magers Lodgings, Inc., Lawrence, KS, 2300 W. 6th Street Lawrence, KS 66049 785-841-4994  
Chaudhry's Investment Group, Olathe, KS, 12081 S. Strang Line Road Olathe, KS 66062 913-393-1111



## EXHIBIT A

H.I. HERITAGE INN OF WICHITA OPCO, L.L.C., Wichita-East, KS, 9449 E. Corporate Hills Dr. Wichita, KS 67207 316-686-3576  
Shawnee Inn, Inc., Kansas City/Shawnee Mission, KS, 16555 Midland Drive Shawnee, KS 66217 913-248-1900  
Little Apple Hotel Partners, LLC, Manhattan, KS, 501 E. Poyntz Avenue Manhattan, KS 66502 785-539-5000  
S & B Motels, Inc., Salina, KS, 401 West Schilling Road Salina, KS 67401 785-823-9800  
Ishwar Patel & Thoutireddy (T.K.) Reddy, HUTCHINSON, KS, 1401 1 2 East 11th Street Hutchinson, KS 67501 620-665-9800  
CM7 Hotels Village West #1, LLC, Kansas City-Village West, KS, 1400 Village West Parkway Kansas City, KS 66111 913-328-1400  
Elite Investments, Inc., Topeka, KS, 1515 S.W. Arrowhead Rd Topeka, KS 66604 785-228-0111  
Shiva Hotels, Inc., Hays, KS, 4002 General Hays Rd. Hays, KS 67601 785-621-4444  
Shiva Hotels, Inc., Garden City, KS, 2505 Crestway Garden City, KS 67846 620-272-0454  
Derby Hotel, Inc., Derby, KS, 1701 Cambridge Street Derby, KS 67037 316-425-7900  
Bosselman Inc. of Kansas, Colby, KS, 1000 East Willow Drive Colby, KS 67701 785-460-2333  
JC UMA Hotel, LLC, Junction City, KS, 1039 S. Washington Street Junction City, KS 66441 785-579-6950  
McPherson Lodging Inc., McPherson, KS, 200 Centennial Dr McPherson, KS 67460 620-4802990  
Crystal Hospitality LLC, Leavenworth, KS, 405 Choctaw Street Leavenworth, KS 66048 913-6801500  
Eliezer Management Inc., Pratt, KS, 1705 Maple Street Pratt, KS 67124 620-508-6499  
Emporia Hotels LLC, Emporia, KS, 2900 Eaglecrest Dr. Emporia, KS 66801 620-412-9040  
HCW Wichita Hotel, LLC, Wichita Northwest, KS, 10047 W 29th Street North Wichita, KS 67205 316-925-6600

## KENTUCKY

MCRT3 Bowling Green Tenant LLC, Bowling Green, KY, 233 Three Springs Road Bowling Green, KY 42104 270-842-4100  
FLG Properties Kentucky, LLC, I-75 Lexington/Hamburg Area, KY, 2251 Elkhorn Rd. Lexington, KY 40505 859-299-2613  
Steeplechase Hotel, LLC, Cincinnati-Airport South, OH, 7393 Turfway Rd. Florence, KY 41042 859-283-1600  
Winchester Hotels, Inc., Winchester, KY, 1025 Early Dr. Winchester, KY 40391 859-745-2000  
Full House Inc., Bardstown, KY, 985 Chambers Blvd. Bardstown, KY 40004 502-349-0100  
Owensboro Hotel Associates, LLC, Owensboro South, KY, 615 Salem Drive Owensboro, KY 42303 270-926-2006  
CNI THL OPS, LLC, Lexington-South, KY, 3060 Lakecrest Circle Lexington, KY 40513 859-223-0088  
Diamond Hospitality, LLC, Louisville-Airport, KY, 800 Phillips Lane Louisville, KY 40209 502-366-8100  
Kapra, Inc., Ashland, KY, 1321 Cannonsburg Rd. Ashland, KY 41102 606-928-2888  
E-Town Motel Associates, LLC, Elizabethtown, KY, 1035 Executive Drive Elizabethtown, KY 42701 270-765-6663  
Barkley Lake Inn, Inc., Kuttawa/Eddyville, KY, 62 Days Inn Drive Kuttawa, KY 42055 270-388-5777  
Gleneagles Hotel Company, LLC, Lexington/Georgetown, KY, 128 Darby Drive Georgetown, KY 40324 502-867-4888  
Carrollton Host Enterprises, LLC, Carrollton, KY, 7 Slumber Lane Carrollton, KY 41008 502-732-0700

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Sarina Management, Inc., Franklin, KY, 4010 Nashville Road Franklin, KY 42134 270-598-8001  
Mahalaxmi Host, LLC, Richmond, KY, 1099 Barnes Mill Road Richmond, KY 40475 859-626-1002  
OM SHANTI, INC., Louisville I-65 @ Brooks Rd., KY, 180 Willabrook Drive Brooks, KY 40109-5254 502-957-5050  
Five Star Hospitality, LLC, Frankfort, KY, 1310 U.S. 127 South Frankfort, KY 40601 502-223-7600  
Louisville Hotel Associates, LLC, Louisville-Northeast, KY, 4100 Hampton Lake Way Louisville, KY 40241 502-327-8880  
HPT Hotels, LLC, Somerset, KY, 4141 S. Highway 27 Somerset, KY 42501 606-676-8855  
Laxmi Narayan, LLC, Danville, KY, 100 Montgomery Way Danville, KY 40422 859-236-6200  
JCH Enterprises, LLC, Corbin, KY, 125 Adams Road Corbin, KY 40701 606-523-5696  
Tander Properties, LLC, Dry Ridge, KY, 1200 Cull Road Dry Ridge, KY 41035 859-823-7111  
BCA Hospitality, Inc., Cincinnati-Airport/North, KY, 755 Petersburg Road Hebron, KY 41048 859-689-1960  
Good Knight, LLC, Lebanon, KY, 1125 Loretto Road Lebanon, KY 40033 270-699-4000  
INK Lessee, LLC, Louisville-Downtown, KY, 101 East Jefferson Street Louisville, KY 40202 502-585-2200  
Mason Host, LLC, Maysville, KY, 503 Market Place Drive Maysville, KY 41056 606-759-0600  
Bailey Hotel, LLC, Pikeville, KY, 831 Hambley Blvd Pikeville, KY 41501 606-432-8181  
Big Blue Enterprises, LLC, London-North, KY, 200 Alamo Drive London, KY 40741 606-864-0011  
Morehead Ventures, LLC, Morehead, KY, 500 Hampton Way Morehead, KY 40351 606-780-0601  
Phil G. Greer, Williamsburg, KY, 530 Highway 92 W Williamsburg, KY 40769 606-549-3775  
Phil G. Greer, Lexington Medical Center, KY, 1953 Nicholasville Road Lexington, KY 40503 859-313-9000  
Louisville Hotel Partners LLC, Louisville East/Hurstbourne, KY, 1150 Forest Bridge Rd., Building B Louisville, KY 40223 502-426-1822  
Quadrant Shalimar Simpsonville, LLC, Simpsonville, KY, 814 Aristocrat Ct Simpsonville, KY 40067 502-405-3243

## LOUISIANA

Gulf Breeze Hotel Corporation/LNRC Venture, Baton Rouge-I-10 & College Drive, LA, 4646 Constitution Avenue Baton Rouge, LA 70808 225-926-9990  
Savoy Bossier City Hotels, LLC, Shreveport/Bossier City, LA, 1005 Gould Drive Bossier City, LA 71111 318-752-1112  
MIC RLA, LLC, Ruston, LA, 1315 North Trenton Street Ruston, LA 71270 318-251-3090  
HISL Holding LLC, Sulphur/Lake Charles Area, LA, 210 Henning Drive Sulphur, LA 70663 337-527-0000  
Jay Shiv Shakti LLC, Slidell, LA, 56460 Frank Pichon Road Slidell, LA 70458 985-726-9777  
BRE NOLA Property Owner LLC, New Orleans-St. Charles Ave./Garden Dist, 3626 St. Charles Ave. New Orleans, LA 70115 504-899-9990  
JLD of Lafayette, LLC, Lafayette, LA, 2144 West Willow Street Scott, LA 70583 337-236-6161  
Houma HPA LLC, Houma, LA, 1728 Martin Luther King Blvd. Houma, LA 70360 985-873-3140  
Narendra R. (Neal) Patel, Natchitoches, LA, 5300 University Parkway Natchitoches, LA 71457 318-354-0010

## **EXHIBIT A**

Hotel Investors, L.L.C., Metairie, LA, 2730 North Causeway Boulevard Metairie, LA 70002 504-831-7676  
Cajun Hospitality Group, LLC, Laplace, LA, 4288 Highway 51 Laplace, LA 70068 985-652-5002  
Sunray Hospitality, LLC, Hammond, LA, 401 Westin Oak Drive Hammond, LA 70403 985-419-2188  
Pinnacle Lodging, LLC, Covington, LA, 68700 Highway 190 Service Road Covington, LA 70433 985-809-0019  
Narendra R. (Neal) Patel, Shreveport, LA, 5226 Monkhouse Drive Shreveport, LA 71109 318-636-4447  
Triumph Investment Group, LLC, Baton Rouge/Denham Springs, LA, 201 Rushing Road West Denham Springs, LA 70726 225-665-0555  
Midas Worthington, LLC, Gonzales, LA, 2634 West Outfitters Drive Gonzales, LA 70737 225-450-6999  
LAXMI OF NEW LLANO, LLC, Leesville/Fort Polk, LA, 136 Express Blvd Leesville, LA 71446 337-239-2929  
Shriji West Monroe, Inc., West Monroe, LA, 601 Mane Street West Monroe, LA 71292 318-938-2800  
Lake Charles Hotel Ventures, LLC, Lake Charles, LA, 3175 Holly Hill Road Lake Charles, LA 70601 337-480-6443  
Opelousas Hotel Group, Inc., Opelousas, LA, 1700 Commerce Blvd Opelousas, LA 70570 337-284-3428  
Laxmi of Broussard, LLC, Broussard-Lafayette Area, LA, 2280 E. Main Street Broussard, LA 70518 337-330-2500

### **MAINE**

Olympia Equity Investors XII/Millroc Hospitality P, Portland-Airport, ME, 171 Philbrook Avenue South Portland, ME 04106 207-773-4400  
Saco No. 1, LLC, Saco/Biddeford, ME, 48 Industrial Park Road Saco, ME 04072 207-282-7222  
Pendelton Point Hotels Freeport, LLC, Freeport/Brunswick, ME, 194 Lower Main Street Freeport, ME 04032 207-865-1400  
Pendelton Point Hotels Waterville, LLC, Waterville, ME, 425 Kennedy Memorial Drive Waterville, ME 04901 207-873-0400  
AHI Hotel, LLC, Augusta, ME, 388 Western Avenue Augusta, ME 04330 207-622-4077  
BLD Hospitality, LLC, Presque Isle, ME, 768 Main Street Presque Isle, ME 04769 207-760-9292  
Ellsworth No. 1 LLC, Ellsworth/Bar Harbor, ME, 6 Downeast Highway Ellsworth, ME 04605 207-667-2688  
Peter Anastos, Bath (Brunswick Area), ME, 140 Commercial Street Bath, ME 04530 207-386-1310  
Chatham Portland DT Leaseco LLC, Portland Downtown Waterfront, ME, 209 Fore Street Portland, ME 04101 207-775-1454  
Hasko, LLC, Bangor, ME, 261 Haskell Road Bangor, ME 04401 207-990-4400  
Lincoln Street Hoteliers, LLC, Lewiston/Auburn, ME, 15 Lincoln Street Lewiston, ME 04240 207-344-1000  
W.S. Atlantic LLC, Bar Harbor, ME, 12 Norman Road Bar Harbor, ME 04609 207-288-3210  
Giri Oxford I, LLC, Oxford, ME, 151 Main St Oxford, ME 04270 207-539-6055  
Kennebunk Port Hotel, LLC, Kennebunk-Kennebunkport, ME, 6 Independence Drive Kennebunk, ME 04043 207-9859200

### **MARYLAND**

MLMT-2007-C1 - 829 Elkridge Landing RD LLC, Baltimore-Washington Int'l Arpt, MD, 829 Elkridge Landing Rd. Linthicum, MD 21090 410-850-0600

## EXHIBIT A

HIT Portfolio I HIL TRS, LLC, Baltimore/Glen Burnie, MD, 6617 Ritchie Hwy. Glen Burnie, MD 21061 410-761-7666  
AVR Frederick Hotel LLC, Frederick, MD, 5311 Buckeystown Pike Frederick, MD 21704 301-698-2500  
DPR Enterprises, Incorporated, Hagerstown, MD, 1716 Dual Highway Hagerstown, MD 21740-6635 301-739-6100  
AHIP MD Baltimore 8225 Enterprises LLC, Baltimore/White Marsh, MD, 8225 Town Center Dr. Baltimore, MD 21236 410-931-2200  
Maganlal V. Patel, Frostburg, MD, 11200 New Georges Creek Road Frostburg, MD 21532 301-689-1998  
LP Hotel, LLC, Lexington Park, MD, 22211 Three Notch Road Lexington Park, MD 20653 301-863-3200  
AMDM, LLC, Salisbury, MD, 121 E. Naylor Mill Road Salisbury, MD 21804 410-334-3080  
Vital Hospitality LLC, Bowie, MD, 15202 Major Lansdale Blvd. Bowie, MD 20716 301-809-1800  
College Park Hospitality Group, LLC, College Park, MD, 9670 Baltimore Avenue College Park, MD 20740 301-345-2200  
Grand Prix Fixed Lessee LLC, Columbia, MD, 8880 Columbia 100 Parkway Columbia, MD 21045 410-997-8555  
Waldorf Prosperity, LLC, Waldorf, MD, 3750 Crain Highway Waldorf, MD 20603 301-632-9600  
DPR Enterprises, Incorporated, Hagerstown I-81, 18300 Peak Circle Hagerstown, MD 21742 240-420-1970  
Neema Laurel, LP, Laurel(Fort Meade Area), MD, 7900 Braygreen Road Laurel, MD 20708 240-456-0234  
Amrut I. Patel and Nila Patel, Elkton, MD, 2 Warner Road Elkton, MD 21921 410-398-7777  
D & H Ventures, Inc., Easton, MD, 8058 Ocean Gateway Easton, MD 21601 410-822-2200  
MCRB Camden Tenant LLC, Baltimore-Downtown-Convention Center, MD, 550 Washington Blvd. Baltimore, MD 21230 410-685-5000  
Hospitality Associates of Colesville, L.P., Silver Spring, MD, 8728-A Colesville Road Silver Spring, MD 20910 301-588-5887  
Home Run Lodging, LLC, Baltimore/Owings Mills, MD, 10521 Red Run Boulevard Owings Mills, MD 21117 410-654-2780  
Willowbrook Holdings, LLC, Cumberland, MD, 109 Welton Drive Cumberland, MD 21502 301-729-4028  
Bayview Hotel Partners, LLC, Baltimore/Bayview Campus, MD, 6571 Eastern Avenue Baltimore, MD 21224 410-631-5796

## MASSACHUSETTS

LaFrance Hospitality, Corp., Fall River/Westport, MA, 53 Old Bedford Road Westport, MA 02790 508-675-8500  
Springfield Welcome, LLC, West Springfield, MA, 1011 Riverdale St. West Springfield, MA 01089 413-732-1300  
DDH Hotel Natick/Speen, LLC, Boston/Natick, MA, 319 Speen Street Natick, MA 01760 508-653-5000  
Claremont Fairhaven Inn, LLC, New Bedford/Fairhaven, MA, 1 Hampton Way Fairhaven, MA 02719 508-990-8500  
NATRAJ HOSPITALITY LLC, Boston/Cambridge, MA, 191 Monsignor O'Brien Highway Cambridge, MA 02141 617-494-5300  
HIT Portfolio I MISC TRS, LLC, Boston/Peabody, MA, 59 Newbury Street - Route 1 North Peabody, MA 01960 978-536-2020  
Buffalo-Marlborough Associates, LLC, Boston/Marlborough, MA, 277 Boston Post Road West Marlborough, MA 01752 508-787-9888  
MHF Logan Operating V LLC, Boston-Logan Airport, MA, 230 Lee Burbank Highway Revere, MA 02151 781-286-5665  
Claremont Franklin Inn, LLC, Franklin/Milford, MA, 735 Union Street Franklin, MA 02038 508-520-2999  
SDP Partners, LLC, Sturbridge, MA, 328 Main Street Sturbridge, MA 01566 508-347-6466

## EXHIBIT A

EH Braintree, LLC, Boston/Braintree, MA, 215 Wood Road Braintree, MA 02184 781-380-3300  
OM SHRI AGASI MATA LLC, Auburn, MA, 736 Southbridge Street Auburn, MA 01501 774-221-0055  
Hershal, LLC, Chicopee/Springfield, MA, 600 Memorial Drive Chicopee, MA 01020 413-593-1500  
Darling Development Corporation, Seekonk, MA, 1030 Fall River Avenue Seekonk, MA 02771 508-336-9000  
Bedford Lodging Associates, LLC, Boston Bedford Burlington, MA, 25 Middlesex Turnpike Billerica, MA 01821-3936 978-262-9977  
Raynham Hotel LLC, Raynham/Taunton, MA, 600 New State Highway Raynham, MA 02767 508-822-6222  
Parmar and Sons, Inc., Hadley/Amherst Area, MA, 24 Bay Road Hadley, MA 01035 413-586-4851  
Summit Hotel TRS 122, LLC, Boston/Norwood, MA, 434 Providence Highway Rt. 1 Norwood, MA 02062 781-769-7000  
Haverhill Hospitality, LLC, Haverhill, MA, 106 Bank Road Haverhill, MA 01832 978-374-7755  
WB Inn, LLC, Boston/Westborough, 15 Connector Road Westborough, MA 01581 508-3295570  
Amesbury Hospitality LLC, Amesbury, MA, 284 Elm Street Amesbury, MA 01913 978-834-5080

## MICHIGAN

LEI-DCIC Ann Arbor Operating Company, LLC, Ann Arbor-South, MI, 925 Victors Way Ann Arbor, MI 48108 734-665-5000  
125Eastbay, LLC, Traverse City, MI, 1000 U.S. 31 North Traverse City, MI 49686 231-946-8900  
HIT Portfolio I HIL TRS, LLC, Detroit/Northville, MI, 20600 Haggerty Rd. Northville, MI 48167 734-462-1119  
HIT Portfolio I HIL TRS, LLC, Detroit/Madison Heights/South Troy, MI, 32420 Stephenson Hwy. Madison Heights, MI 48071 248-585-8881  
FH-Hotel Ann Arbor Opco, L.L.C., Ann Arbor-North, MI, 2300 Green Road Ann Arbor, MI 48105 734-996-4444  
HSS Stevensville Hotel Opco, L.L.C., St. Joseph I-94, MI, 5050 Red Arrow Hwy Stevensville, MI 49127 269-429-2700  
HIH, Inc., Holland, MI, 12427 Felch Street Holland, MI 49424 616-399-8500  
H.I. HERITAGE INN OF BATTLE CREEK OPCO, L.L.C., Battle Creek, MI, 1150 Riverside Drive Battle Creek, MI 49017 269-979-5577  
Alpine Holdings, L.L.C., Mt. Pleasant, MI, 5205 E. Pickard Mount Pleasant, MI 48858 989-772-5500  
70 Port Huron LLC, Port Huron, MI, 1655 Yeager Street Port Huron, MI 48060 810-966-9000  
Birch Run Properties, Ltd., Birch Run/Frankenmuth, MI, 12130 Tiffany Blvd. Birch Run, MI 48415 989-624-2500  
Gaylord Properties, Ltd., Gaylord, MI, 230 Dickerson Road Gaylord, MI 49735 989-731-4000  
CNI THL OPS, LLC, Jackson, MI, 2225 Shirley Drive Jackson, MI 49202 517-789-5151  
Wyoming Hospitality, Inc., Grand Rapids-South, MI, 755 54th Street SW Wyoming, MI 49509 616-261-5500  
Midland Lodging LLC, Midland, MI, 6701 Eastman Avenue Midland, MI 48642 989-837-4000  
HIT Portfolio I MISC TRS, LLC, Grand Rapids-North, MI, 500 Center Dr. NW Grand Rapids, MI 49544 616-647-1000  
Midwest Hospitality Partners, Inc., Sturgis-Lagrange Area, MI, 71451 S. Centerville Road Sturgis, MI 49091 269-651-4210  
MM Hospitality LLC, South Haven, MI, 04299 Cecilia Drive South Haven, MI 49090 269-639-8550  
Buddy Two, LLC, Monroe, MI, 1565 North Dixie Highway Monroe, MI 48162 734-289-5700

## EXHIBIT A

HSS Muskegon Hotel Opco, L.L.C., Muskegon, MI, 1401 East Ellis Road Muskegon, MI 49444 231-799-8333  
HIT Portfolio II MISC TRS, LLC, East Lansing, MI, 2500 Coolidge Road East Lansing, MI 48823 517-324-2072  
Belleville Nights, Inc., Detroit/Belleville-Airport Area, MI, 46280 N. I-94 Service Drive Belleville, MI 48111 734-699-2424  
Marshall Superior Hospitality, LLC, Marshall, MI, 325 Sam Hill Drive Marshall, MI 49068 269-789-0131  
Commerce Hospitality Management, Inc., Commerce Novi, MI, 169 Loop Road Commerce Township, MI 48390 248-624-8100  
Cal Tex Hospitality LLC, Coldwater, MI, 391 North Willowbrook Road Coldwater, MI 49036 517-279-9800  
Shelby Hospitality Management, Inc., Detroit/Utica-Shelby Township, MI, 51620 Shelby Parkway Shelby Township, MI 48315 586-731-4267  
Devi Holdings LLC, Detroit/Roseville, MI, 33680 Gratiot Avenue Clinton Township, MI 48035 586-792-1500  
Coldfoot, LLC, Detroit/Southgate, MI, 13555 Prechter Boulevard Southgate, MI 48195 734-574-4000  
Auburn Hills Investment, LLC, Detroit/Auburn Hills-North (Great Lakes, 3988 Baldwin Road Auburn Hills, MI 48326 248-322-1100  
TJ & RM Larson, Inc., Marquette/Waterfront, MI, 461 South Lakeshore Boulevard Marquette, MI 49855 906-228-6001  
Cadilake Resort IV, LLC, Cadillac, MI, 1650 South Mitchell Street Cadillac, MI 49601 231-779-2900  
ANR Kalamazoo Hotel 2, LLC, Kalamazoo, MI, 2610 Airview Boulevard Kalamazoo, MI 49001 269-343-0400  
SUS Hospitality Investment, LLC, Detroit/Auburn Hills South, MI, 2200 Featherstone Road Auburn Hills, MI 48326 248-334-3324  
Brighton Hotel Suites, Inc., Brighton, MI, 8068 Challis Road Brighton, MI 48116 810-225-8363  
Soo Hotel, Inc., Sault Ste. Marie, MI, 3295 I75 Business Spur Sault Sainte Marie, MI 49783 906-635-3000  
S & B Lodging, LLC, Southfield/West Bloomfield, MI, 33096 Northwestern Hwy West Bloomfield, MI 48322 248-6716500  
Hallmark Ventures, LLC, Detroit/Dearborn, MI, 22324 Michigan Avenue Dearborn, MI 48124 313-562-0000  
Big Rapids Inn & Suites, Inc., Big Rapids, MI, 15320 Waldron Way Big Rapids, MI 49307 231-5277333  
Schoolcraft Hospitality, LLC, Livonia Detroit, MI, 28151 Schoolcraft Road Livonia, MI 48150 734-237-4480

## MINNESOTA

1755 S. Broadway, LLC, Rochester, MN, 1755 South Broadway Rochester, MN 55904 507-287-9050  
Eagan Lodging Investors II, LLC, Minneapolis/Eagan, MN, 3000 Eagandale Place Eagan, MN 55121 651-688-3343  
Canal Properties, Inc., Duluth Canal Park, MN, 310 Canal Park Drive Duluth, MN 55802 218-720-3000  
H.I. HERITAGE INN OF WOODBURY OPCO, L.L.C., Minneapolis/St. Paul-Woodbury, MN, 1450 Weir Drive Woodbury, MN 55125 651-578-2822  
H.I. HERITAGE INN OF BURNSVILLE OPCO, L.L.C., Minneapolis/Burnsville, MN, 14400 Nicollet Court Burnsville, MN 55306 952-435-6366  
Forstrom and Torgerson HNW, L.L.C., Minneapolis NW Maple Grove, MN, 7745 Elm Creek Blvd. N. Maple Grove, MN 55369 763-494-4498  
WKS Shakopee LLC, Minneapolis/Shakopee, MN, 4175 Dean Lakes Blvd. Shakopee, MN 55379 952-641-3600  
Greischar and Torgerson III, LLC, Fairmont, MN, 100 Hampton Dr. Fairmont, MN 56031-0922 507-235-2626  
BBC and Torgerson, LLC, Minneapolis Bloomington West, MN, 5400 American Blvd. W. Bloomington, MN 55437 952-905-2950  
Zenith Asset Company, LLC, Hibbing, MN, 4225 9th Avenue West Hibbing, MN 55746 218-262-0000

## EXHIBIT A

HR L.L.C., Minneapolis/Roseville, MN, 2050 Iona Lane West Roseville, MN 55113 651-209-3000  
H-GRR LLC, Spicer Green Lake, MN, 100 Lake Avenue North Spicer, MN 56288 320-796-3000  
Midas Brooklyn Park, LLC, Brooklyn Park Minneapolis, MN, 9470 West Broadway Brooklyn Park, MN 55445 763-567-7990

### MISSISSIPPI

Budget Inns, Inc., Meridian, MS, 103 US Highway 11 80 Meridian, MS 39301 601-483-3000  
MHI-Southaven HI OpCo, LLC, Memphis/Southaven, MS, 7097 Sleepy Hollow Dr Southaven, MS 38671 662-349-8855  
Starkville Hotel Group I, LLC, Starkville, MS, 700 Highway 12 Starkville, MS 39759 662-324-1333  
Arbuda Global Hotel, LLC, Biloxi/Ocean Springs, MS, 13921 Big Ridge Road Biloxi, MS 39532 228-872-6370  
KO-AM, LLC, Brookhaven, MS, 1213 Hampton Drive Brookhaven, MS 39601-7788 601-823-3800  
Urmada Company, LLC, Jackson/Clinton, MS, 493 Springridge Road Clinton, MS 39056 601-925-9393  
PRIME INNS, INC., Batesville, MS, 103 Lakewood Drive Batesville, MS 38606 662-578-5555  
Desoto Inns, Inc., Olive Branch, MS, 6830 Crumpler Blvd. Olive Branch, MS 38654 662-893-7600  
Little Properties, Inc., Corinth, MS, 2107 Highway 72 West Corinth, MS 38834 662-286-5949  
Neelam Funding, Inc., Jackson/Pearl-International Airport, MS, 1234 Phillips Street Pearl, MS 39208 601-932-7676  
Twin Peaks, LLC, Biloxi-Beach Boulevard, MS, 1138 Beach Boulevard Biloxi, MS 39530 228-435-9010  
Jay Investments, LLC, Oxford-West, MS, 110 Heritage Drive Oxford, MS 38655 662-232-2442  
Yagnapurush, LLC, Canton, MS, 133 Soldier Colony Road Canton, MS 39046 601-859-8700  
Chawla Lodging, Inc., Greenwood, MS, 1815 Highway 82 West Greenwood, MS 38930 662-455-7985  
Janlis MS, LLC, Moss Point, MS, 6730 Hwy 63 North Moss Point, MS 39563 228-246-0777  
Chawla Inns, Inc., Cleveland, MS, 912 North Davis Highway 61 North Cleveland, MS 38732 662-846-2915  
Shriji Flowood, LLC, Jackson/Flowood (Airport Area), MS, 115 Hospitality Drive Flowood, MS 39232 601-709-5200  
Dr. V.K. Chawla, Greenville, MS, 1155 VFW Road Greenville, MS 38701 662-335-7515  
Zenith Asset Company II, LLC, New Albany, MS, 320 Coulter Cove New Albany, MS 38652 662-534-7722  
Chawla Holdings, Inc., Yazoo City, MS, 2161 Grand Avenue Yazoo City, MS 39194 662-746-3333  
Jayjala Inc., Jackson/Richland-Highway 49, MS, 891 U.S. 49 South Richland, MS 39218 601-398-2116  
Ganesh Investments, LLC, Oxford/Conference Center, MS, 103 Ed Perry Blvd. Oxford, MS 38655 662-234-5565  
Hernando Hotel Group Inc., Hernando, MS, 2675 McIngvale Road Hernando, MS 38632 662-449-7737  
Chawla and Chawla, Inc., Clarksdale, MS, 15000 New Africa Road Clarksdale, MS 38614 662-621-1717  
Hattiesburg HP, LLC, Hattiesburg, MS, 120 Plaza Drive Hattiesburg, MS 39402 601-268-0606  
Chawla Brothers, LLC, Indianola, MS, 913 Highway 82 West Indianola, MS 38751 662-445-2000

## EXHIBIT A

### MISSOURI

3720 W. Clay Street, LLC, St. Louis/St. Charles, MO, 3720 West Clay Street Saint Charles, MO 63301 636-947-6800  
HIT Portfolio I HIL TRS, LLC, Kansas City-Airport, MO, 11212 North Newark Circle Kansas City, MO 64153 816-464-5454  
HIT Portfolio I HIL TRS, LLC, St. Louis/Westport, MO, 2454 Old Dorsett Rd. Maryland Heights, MO 63043 314-298-7878  
EAS Investment Enterprises, Inc., Springfield-South, MO, 3232 S. Glenstone Springfield, MO 65804 417-882-6611  
RS JOPLIN 36 LLC, Joplin, MO, 3107 East 36th Street Joplin, MO 64804 417-659-9900  
Bryan Hotels, Inc., Branson On the Strip, MO, 3695 W. 76 Country Blvd Branson, MO 65616 417-337-5762  
PHVIF Columbia, LLC, Columbia, MO, 3410 Clark Lane Columbia, MO 65202 573-886-9392  
H.I. HERITAGE INN OF ST. JOSEPH OPCO, L.L.C., St. Joseph, MO, 3928 Frederick Avenue Saint Joseph, MO 64506 816-390-9300  
Chesterfield Lodging, L.L.C., St. Louis/Chesterfield, MO, 16201 Swingley Ridge Road Chesterfield, MO 63017-1798 636-537-2500  
Dream, Inc., Lebanon, MO, 930 Ivey Lane Lebanon, MO 65536 417-533-3100  
Apple Nine Services Kansas City, Inc., Kansas City/Liberty, MO, 8551 Church Rd. Kansas City, MO 64157 816-415-9600  
Shubh Hospitality, Inc. and Shiv LLC of Michigan, Kansas City/Blue Springs, MO, 900 NW South Outer Road Blue Springs, MO 64015 816-220-3844  
Reena, Inc., Rolla, MO, 2201 N. Bishop Rolla, MO 65401 573-308-1060  
Labella Enterprises, Inc., Jefferson City-@ Capital Mall, MO, 4800 Country Club Drive Jefferson City, MO 65109-4542 573-634-7440  
Lees Summit, LLC, Kansas City-Lees Summit, MO, 1751 NE Douglas Street Lee's Summit, MO 64086 816-347-8600  
Ehrhardt's Lebanon L.L.C., St. Robert/Ft. Leonard Wood, MO, 103 St. Robert Plaza Saint Robert, MO 65584 573-336-3355  
Apple Nine Services St. Louis, Inc., St. Louis-Downtown (At the Gateway Arch), 333 Washington Avenue Saint Louis, MO 63102 314-621-7900  
Drury Development Corporation, St. Louis-Airport, MO, 10820 Pear Tree Lane Saint Louis, MO 63074 314-429-2000  
Drury 141, L.L.L.P., St. Louis-I-44 Southwest (Near Six Flags, 9 Lambert Drury Drive Saint Louis, MO 63088 636-529-9020  
Town Creek Plaza, LLC, Clinton, MO, 900 Kansas Avenue Clinton, MO 64735 660-885-4488  
Maa Amba, Inc., Kansas City/Near Worlds of Fun, MO, 4233 N. Corrington Avenue Kansas City, MO 64117 816-452-1010  
Bryan Hotels II Delaware, LLC, Branson/Branson Hills, MO, 200 South Payne Stewart Drive Branson, MO 65616 417-243-7800  
MM Farmington, LLC, Farmington, MO, 850 Valley Creek Drive Farmington, MO 63640 573-760-8700  
Belton Hospitality LLC, Belton/Kansas City area, MO, 16410 Cornerstone Drive Belton, MO 64012 816-416-8006  
EAS Investment Enterprises, Inc., Springfield-Southeast, MO, 3370 E. Montclair Springfield, MO 65804 417-882-1003  
Midamerica Hotels Corporation, Cape Girardeau I-55 East, MO, 207 S. Mount Auburn Rd. Cape Girardeau, MO 63703 573-334-4499  
Ozark Hotel Associates 3, LLC, Poplar Bluff, MO, 2420 Crestwood Drive Poplar Bluff, MO 63901 573-300-4550  
Lotus Hospitality, LLC, Kansas City/Downtown/Financial District,, 801 Walnut Street Kansas City, MO 64106 816-474-9200  
1960 II, LLC, Kirksville, MO, 2604 N. Baltimore St. Kirksville, MO 63501 660-9564686  
Midas Wentzville Bluffs, LLC, St. Louis Wentzville, MO, 150 Wentzville Bluffs Dr Wentzville, MO 63385 636-445-3780



## **EXHIBIT A**

MCRAV Lodging LLC, West Plains, MO, 1064 London Lane West Plains, MO 65775 417-255-0442  
Midas Cotton Ridge, LLC, Sikeston, MO, 1240 Commerce Drive Sikeston, MO 63801 573-621-4100

### **MONTANA**

Warren Resort Hotels, Inc., Missoula, MT, 4805 N. Reserve Missoula, MT 59808 406-549-1800  
Spring Creek Development L.L.C., Kalispell, MT, 1140 Highway 2 West Kalispell, MT 59901 406-755-7900  
Baxter Lane Ventures, LLC and West Beach Associates, LLC, Bozeman, MT, 75 Baxter Lane Bozeman, MT 59715 406-522-8000  
Mile High Ventures, L.L.C., Butte, MT, 3499 Harrison Avenue Butte, MT 59701 406-494-2250  
Billings Lodging Investors, LLC, Billings, MT, 5110 Southgate Drive Billings, MT 59101 406-248-4949  
Great Falls Lodging Investors, LLC, Great Falls, MT, 2301 14th Street SW Great Falls, MT 59404 406-453-2675  
Helena Hospitality, LLC, Helena, MT, 725 Carter Drive Helena, MT 59601 406-443-5800

### **NEBRASKA**

4th Generation Development, Inc., North Platte, NE, 200 Platte Oasis Parkway North Platte, NE 69101 308-534-6000  
Harbinger Hotels, L.L.C., Lincoln-South/Heritage Park, NE, 5922 Vandervoort Drive Lincoln, NE 68516 402-420-7800  
Paul J. Younes, Norfolk, NE, 904 South 20th Street Norfolk, NE 68701 402-379-3585  
Yogi Motel, Inc., Grand Island, NE, 504 North Diers Avenue Grand Island, NE 68803 308-384-9777  
SAI Lodging III, LLC, York, NE, 309 West David Drive York, NE 68467 402-362-0222  
Omaha Global Hotel, LLC, Omaha/West, NE, 17606 Arbor Plaza Omaha, NE 68130 402-330-9500  
Pair-A-Dice Properties III, LLC, Bellevue, NE, 3404 Samson Way Bellevue, NE 68123 402-292-1607  
Sidney Partnership, LLC, Sidney, NE, 635 Cabela Drive Sidney, NE 69162 308-254-2111  
West Dodge Lodging Associates II, LLC, Omaha/West-Dodge Road (Old Mill), NE, 11201 Davenport Street Omaha, NE 68154 402-334-4938  
Talmadge Properties, Inc., Kearney, NE, 507 Talmadge Street Kearney, NE 68845 308-234-3400  
DMI, LLC, Omaha/Midtown (Aksarben Area), NE, 1401 South 72nd Street Omaha, NE 68124 402-933-5510  
Airport Lodging, LLC and Cornhusker Hospitality II, LLC, Lincoln Airport, NE, 1055 West Bond Street Lincoln, NE 68521 402-4746465

### **NEVADA**

LV Trop Partners LLC, Tropicana, NV, 4975 S. Dean Martin Dr. Las Vegas, NV 89118-1656 702-948-8100  
N.W.H., LTD., Las Vegas/Summerlin, NV, 7100 Cascade Valley Court Las Vegas, NV 89128 702-360-5700  
Craig Properties, LLC, Las Vegas/North Speedway, NV, 2852 East Craig Road North Las Vegas, NV 89030 702-655-0111  
Gold Dust Elko, LLC, Elko, NV, 674 Cimarron Way Elko, NV 89801 775-777-8181

## EXHIBIT A

### NEW HAMPSHIRE

Giri Bow Inc., Concord/Bow, NH, 515 South Street Bow, NH 03304 603-224-5322  
Giri Portsmouth, LLC, Portsmouth Central, NH, 99 Durgin Lane Portsmouth, NH 03801 603-431-6111  
Murphy Littleton, LLC, Littleton, NH, 580 Meadow Street Littleton, NH 03561 603-444-0025  
Gangagi, LLC, Dover, NH, 9 Hotel Drive Dover, NH 03820 603-516-5600  
Olympia Equity Investors XXIII, LLC, Nashua, NH, 407 Amherst Street Nashua, NH 03063 603-883-5333

### NEW JERSEY

Tej Mt. Laurel Hospitality, LLC, Philadelphia/Mt. Laurel, NJ, 5000 Crawford Place Mount Laurel, NJ 08054 856-778-5535  
San Pedro Inn, LP, Newark-Airport, NJ, 1128 Spring St. Elizabeth, NJ 07201 908-355-0500  
Calandra Enterprises, Inc., Carlstadt-at the Meadowlands, NJ, 304 Paterson Plank Road Carlstadt, NJ 07072 201-935-9000  
Akshar Hospitality, LLC, Philadelphia/Bridgeport, NJ, 2 Pureland Drive Swedesboro, NJ 08085 856-467-6200  
Ridgefield Properties, LLC, Ridgefield Park, NJ, 100 Route 46 East Ridgefield Park, NJ 07660 201-641-2900  
Pennsville Hotel Corporation, Pennsville (Wilmington Area), NJ, 429 North Broadway Pennsville, NJ 08070 856-351-1700  
Tej Denville Hospitality, LLC, Denville/Rockaway/Parsippany, NJ, 350 Morris Avenue Denville, NJ 07834 973-664-1050  
Flemington Investors, L.P., Flemington, NJ, 14-B Royal Road Flemington, NJ 08822 908-284-9427  
IHM Clinton, LLC, Clinton, NJ, 16 Frontage Drive Clinton, NJ 08809 908-713-4800  
SHRI SAI DEV. L.L.C., Burlington/Mt. Holly, NJ, 2024 Route 541, RD 1 Westampton, NJ 08060 609-702-9888  
Rising Sun Hotels of NJ, LLC, Bordentown, NJ, 2004 US Highway 206 Bordentown, NJ 08505 609-298-4000  
Scotto Princeton, LLC, Princeton, NJ, 4385 US 1 South Princeton, NJ 08540 609-951-0066  
Bhavi Motel, L.L.C., East Windsor, NJ, 384 Monmouth Street East Windsor, NJ 08520 609-426-1600  
Buffalo-SPNJ Associates, LLC, South Plainfield, NJ, 205 New World Way South Plainfield, NJ 07080 908-561-2600  
Ghanshyam Hospitality LLC, Linden, NJ, 501 West Edgar Rd. Linden, NJ 07036 908-862-3222  
Woodbridge Hotel Investors Inc., Woodbridge, NJ, 370 US-9 N Woodbridge, NJ 07095 732-855-6900  
4H Inns LLC, North Brunswick/New Brunswick, NJ, 841 Georges Road North Brunswick, NJ 08902 732-246-3555  
Turnersville Hospitality, LLC, Turnersville (Philadelphia Area), NJ, 5800 Route 42 Blackwood, NJ 08012 856-228-4200  
HHC TRS FP Portfolio, LLC, Parsippany, NJ, 1 Hilton Ct Parsippany, NJ 07054 973-290-9058  
Mori Properties Limited Liability Company, Voorhees, NJ, 320 Route 73 Voorhees, NJ 08043 856-751-1212  
Longwood Hospitality, LLC, Neptune/Wall, NJ, 4 McNamara Way Neptune, NJ 07753-3100 732-643-0500  
338 WHP Limited Liability Company, Atlantic City/Absecon, NJ, 338 E. White Horse Pike Absecon, NJ 08205 609-385-0801  
Paramus Hospitality LLC, Paramus, NJ, 625 From Road Paramus, NJ 07652 201-262-0046

## EXHIBIT A

### NEW MEXICO

Terrapin ABQ East Owner 2017, LLC, Albuquerque-University/Midtown, NM, 2300 Carlisle NE Albuquerque, NM 87110 505-837-9300  
SJ Hospitality Inc., Taos, NM, 1515 Paseo del Pueblo Sur Taos, NM 87571 575-737-5700  
OTERO COUNTY MOTEL COMPANY, INC., Alamogordo, NM, 1295 Hamilton Road Alamogordo, NM 88310 575-439-1782  
Padda Hotels, LLC, Clovis, NM, 2212 E. Mabry Drive Clovis, NM 88101 575-763-3300  
Yogi Corporation, Gallup-West, NM, 111 Twin Buttes Road Gallup, NM 87301 505-722-7224  
Allied Hotels Group LLC, Santa Rosa, NM, 2475 Historic Rt 66 Santa Rosa, NM 88435 575-472-2300  
Optima Hospitality, Inc., Lordsburg, NM, 412 Wabash Lordsburg, NM 88045 575-542-8900  
Deming Lodging Inc., Deming, NM, 3751 E Cedar Street Deming, NM 88030 575-546-2022

### NEW YORK

HIT Portfolio I HIL TRS, LLC, Albany-Wolf Road (Airport), NY, 10 Ulenski Drive Albany, NY 12205 518-438-2822  
Commack CHI, LLC, Long Island/Commack, NY, 680 Commack Rd. Commack, NY 11725 631-462-5700  
Grand Prix Fixed Lessee LLC, Long Island/Islandia, NY, 1600 Veterans Memorial Highway Islandia, NY 11749 631-234-0400  
Buffalo-Walden, LLC, Buffalo-Airport/Galleria Mall, NY, 1745 Walden Avenue Cheektowaga, NY 14225 716-894-8000  
Greece Hospitality, LLC and KY Siddhi Hospitality, LLC, Rochester/Greece, NY, 500 Center Place Drive Rochester, NY 14615 585-663-6070  
IHP I OPS, LLC, White Plains/Tarrytown, NY, 200 West Main Street Elmsford, NY 10523 914-592-5680  
CNI THL Propco FE II, LLC, Binghamton/Johnson City, NY, 630 Field Street Johnson City, NY 13790 607-729-9125  
High Hotels, Ltd., Middletown, NY, 20 Crystal Run Crossing Middletown, NY 10941 845-344-3400  
544 Fishkill Hospitality, LLC, Fishkill, NY, 544 Route 9 Fishkill, NY 12524 845-896-4000  
REHC 1, Inc., Niagara Falls, NY, 501 Rainbow Boulevard Niagara Falls, NY 14303 716-285-6666  
Slade Group, LLC, Buffalo-South/I-90, NY, 1750 Ridge Road West Seneca, NY 14224 716-824-2030  
Excel Holdings 16 LLC, Long Island/Brookhaven, NY, 2000 North Ocean Avenue Farmingville, NY 11738 631-732-7300  
ASAP 135th Ave Jamaica, LLC, New York-JFK Apt(Jamaica/Queens),NY, 144-10 135th Avenue Jamaica, NY 11436 718-322-7500  
LaGuardia Express LLC, New York-LaGuardia Airport, NY, 102-40 Ditmars Blvd East Elmhurst, NY 11369 718-672-6600  
HCIN Chelsea Grand East Lessee, LLC, Manhattan-Chelsea, NY, 108 West 24th Street New York, NY 10011 212-414-1000  
East Aurora Lodging Associates, LLC, East Aurora, NY, 49 Olean Street East Aurora, NY 14052 716-655-3300  
Millennium Hospitality, LLC, Clifton Park, NY, 620 Plank Road Clifton Park, NY 12065 518-373-2345  
Seaport T.R.S., LLC, Manhattan-Seaport-Financial District, NY, 320 Pearl Street New York, NY 10038 212-571-4400  
HCIN Herald Square Lessee, LLC, Manhattan-Madison Square Garden Area, NY, 116 West 31st Street New York, NY 10001-3401 212-947-9700  
Cortland Lodging Associates, LLC, Cortland, NY, 26 River Street Cortland, NY 13045 607-662-0007  
LNH Hospitality, Inc., Ithaca, NY, 337 Elmira Road Ithaca, NY 14850 607-277-5500

## EXHIBIT A

MTL, LLC, Oneonta, NY, 225 River Street Oneonta, NY 13820 607-433-9000  
Oxford Hospitality LLC, Batavia, NY, 4360 Commerce Drive Batavia, NY 14020 585-815-0475  
Village Lodging Associates, LLC, Buffalo/Williamsville, NY, 5455 Main Street Williamsville, NY 14221 716-632-0900  
Marsh Enterprises, LLC, Utica, NY, 172 - 180 North Genesee Street Utica, NY 13502 315-733-1200  
Lake Street Hotel, LLC, Geneva, NY, 43 Lake Street Geneva, NY 14456 315-781-2035  
RLJ II - HA Garden City Lessee, LLC, Garden City, NY, 1 North Avenue Garden City, NY 11530 516-227-2720  
RPH Hotels 51st Street Owner, LLC, Manhattan-Times Square North, NY, 851 Eighth Avenue New York, NY 10019 212-581-4100  
Schenectady Hotel, LLC, Schenectady, NY, 450 State Street Schenectady, NY 12305 518-377-4500  
CE Webster LLC, Rochester/Webster, NY, 878 Hard Road Webster, NY 14580 585-671-2050  
Peppercorn Lodging Company, Watertown, NY, 155 Commerce Park Drive Watertown, NY 13601 315-782-2222  
Tioga Hotel LLC, Owego, NY, 1030 State Route 17C Owego, NY 13827 607-687-4600  
LIXI Nanuet, Inc., Nanuet, NY, 260 West Route 59 Nanuet, NY 10954 845-623-0900  
Nayana, Inc., Syracuse/Clay, NY, 3948 State Route 31 Liverpool, NY 13090 315-622-3443  
Kingston Hospitality, Inc., Kingston, NY, 1307 Ulster Avenue Kingston, NY 12401 845-382-2600  
MM Woodbury Hotel, Inc., Harriman/Woodbury, NY, 60 Centre Drive Central Valley, NY 10917 845-782-9600  
HCIN Duo One Lessee, LLC, Manhattan/Times Square South, NY, 337 West 39th Street New York, NY 10018 212-967-2344  
MATA HOSPITALITY, LLC, Rochester/Irondequoit, NY, 1323 East Ridge Road Rochester, NY 14621 585-339-3500  
59 West 35th Street Operator LLC, Manhattan-35th Street/Empire State Bldg., 59 W. 35th Street New York, NY 10001 212-564-3688  
BFH II, LLC, Elmira/Horseheads, NY, 51 Arnot Road Horseheads, NY 14845 607-795-3333  
KFHC Hospitality Lessee Two LLC, Manhattan Grand Central, NY, 231 East 43rd Street New York, NY 10017 212-897-3385  
Westbury Hotel, LLC, Jericho/Westbury, NY, 120 Jericho Turnpike Jericho, NY 11753 516-997-2000  
SF Hotel Group, LLC, Seneca Falls, NY, 1950 Balsley Road Seneca Falls, NY 13148 315-539-3939  
Mart Inn, Inc., Geneseo, NY, 4250 Lakeville Road Geneseo, NY 14454 585-447-9040  
32 Pearl, LLC, Manhattan/Downtown-Financial District, N, 32 Pearl Street New York, NY 10004 212-480-3500  
Indus Lake Road, Inc., Brockport, NY, 4873 Lake Road Brockport, NY 14420 585-391-6747  
Falls Hotel, LLC, Niagara Falls/Blvd, NY, 6501 Niagara Falls Boulevard Niagara Falls, NY 14304 716-283-0601  
New Paltz Hospitality, LLC, New Paltz, NY, 4 South Putt Corners Road New Paltz, NY 12561 845-255-4200  
Erwin Hospitality Associates, LLC, Corning/Painted Post, NY, 248 Town Center Road Painted Post, NY 14870 607-936-5020  
Potsdam Hotel Associates LLC, Potsdam/Canton, NY, 169 Market Street Potsdam, NY 13676 315-265-0100  
Palmetto Hospitality of Manhattan II, LLC, Manhattan/Times Square Central, NY, 220 West 41st St. New York, NY 10036-7203 212-221-1188  
Brooklyn LW Hotel Associates, L.P., Brooklyn/Downtown, NY, 125 Flatbush Ave Extension Brooklyn, NY 11201 718-875-8800  
Rome Hospitality Group LLC, Rome, NY, 1352 Floyd Avenue Rome, NY 13441 315-7090000

## EXHIBIT A

Hamburg Lodging Inc., Buffalo/Hamburg, NY, 5444 Camp Road Hamburg, NY 14075 716-649-3769  
Keuka Lake Hotel LLC, Penn Yan, NY, 110 Mace Street Penn Yan, NY 14527 315-536-8202  
Turf Western Ave., Inc., Albany-Western Ave/University Area, NY, 1442 Western Avenue Albany, NY 12203 518-438-0001  
Indus Panorama Trail, Inc., Rochester Penfield, NY, 950 Panorama Trail S Penfield, NY 14625 585-249-0601  
Neelkanth Hotel LLC, Lockport, NY, 6082 Transit Road Lockport, NY 14094 716-625-6900

### NORTH CAROLINA

New River Hospitality, Inc., Hendersonville, NC, 155 Sugarloaf Road Hendersonville, NC 28792 828-697-2333  
201 Ashville Raleigh, LLC, Raleigh/Cary, NC, 201 Ashville Avenue Cary, NC 27518 919-859-5559  
Lake Norman Hotel, Inc., Charlotte-North/Lake Norman, NC, 19501 Statesville Road Cornelius, NC 28031 704-892-9900  
HIT Portfolio I NTC HIL TRS, LP, Charlotte/Gastonia, NC, 1859 Remount Road Gastonia, NC 28054 704-866-9090  
8419 N Tryon Charlotte, LLC, Charlotte-University Place, NC, 8419 N. Tryon Street Charlotte, NC 28262 704-548-0905  
SAFHI, INC., Salisbury, NC, 1001 Klumac Road Salisbury, NC 28144 704-637-8000  
Hotel Morehead City Opco, L.L.C., Morehead City, NC, 4035 Arendell St. Morehead City, NC 28557-9900 252-240-2300  
New Bern Hospitality, Inc., New Bern, NC, 200 Hotel Drive New Bern, NC 28562 252-637-2111  
Jala of Sanford, Inc., Sanford, NC, 1904 South Horner Blvd. Sanford, NC 27330 919-775-2000  
JCCC, INC., Cherokee, NC, 185 Tsalagi Road PO Box 1926 Cherokee, NC 28719 828-497-3115  
The Riggins Company, Laurinburg, NC, 115 Hampton Circle Laurinburg, NC 28352 910-277-1516  
Quality Oil Company, LLC, Winston-Salem-I-40/Hanes Mall, NC, 1990 Hampton Inn Court Winston-Salem, NC 27103 336-760-1660  
WF Hotel, Inc., Raleigh/Town of Wake Forest, NC, 12318 Wake Union Church Road Wake Forest, NC 27587 919-554-0222  
Riverview Jonesville, L.L.C., Jonesville/Elkin, NC, 1632 North Carolina 67 Highway Jonesville, NC 28642 336-835-1994  
South Asheville Hotel Associates, LLC, Asheville-Tunnel Rd., NC, 204 Tunnel Road Asheville, NC 28805 828-255-9220  
Fayetteville Choice Properties, Inc., Fayetteville Fort Bragg, NC, 1700 Skibo Road Fayetteville, NC 28303 910-487-4006  
Zenith Asset Company, LLC, Goldsboro, NC, 905 N. Spence Avenue Goldsboro, NC 27534 919-778-1800  
RDU Choice Properties, Inc., Raleigh/Durham-Airport, NC, 1010 Airport Blvd. Morrisville, NC 27560 919-462-1620  
FCM Associates - Rocky Mount, Inc., Rocky Mount, NC, 530 N. Winstead Avenue Rocky Mount, NC 27804 252-937-6333  
AHIP NC Asheboro Enterprises LLC, Asheboro, NC, 1137 E. Dixie Drive Asheboro, NC 27203 336-625-9000  
MDR Greensboro, LLC and PMI Greensboro, LLC, Greensboro-Airport, NC, 7803 National Service Road Greensboro, NC 27409 336-605-5500  
Barker and Daly, L.L.C., Eden, NC, 724 S. Van Buren Road Eden, NC 27288 336-627-1111  
Khadijah's, Inc., Brevard, NC, 275 Forest Gate Dr. Pisgah Forest, NC 28768 828-883-4800  
MCRT3 Matthews Tenant LLC, Charlotte/Matthews, NC, 9615 Independence Pointe Pkwy Matthews, NC 28105 704-841-1155  
MCRT3 Concord Tenant LLC, Concord/Kannapolis, NC, 612 Dickens Place NE Concord, NC 28025 704-793-9700

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Sriswami, Inc., Raleigh/Garner, NC, 110 Drexmere Street Garner, NC 27529 919-772-6500  
Kings Hospitality DE LLC, Kinston, NC, 1382 Highway 258 South Kinston, NC 28504 252-523-1400  
First Investment Associates of Elizabeth City, LLC, Elizabeth City, NC, 402 Halstead Boulevard Elizabeth City, NC 27909 252-333-1800  
Hemlock Hospitality, LLC, Mount Airy, NC, 2029 Rockford Street Mount Airy, NC 27030 336-789-5999  
MNM Hotels, LLC, Franklin, NC, 244 Cunningham Road Franklin, NC 28734 828-369-0600  
Daly GC, Inc., High Point, NC, 10066 North Main Street Archdale, NC 27263 336-434-5200  
Concord Hospitality Associates, LLC, Mebane, NC, 105 Spring Forest Drive Mebane, NC 27302 919-563-5400  
Selma Hotel Investors, LLC, Selma/Smithfield I-95, NC, 1695 Outlet Center Drive Selma, NC 27576 919-965-6151  
Morganton Hotel Associates, LLC, Morganton, NC, 115 Bush Drive Morganton, NC 28655 828-432-2000  
Daly Choice Properties, Inc., Roxboro, NC, 920 Durham Road Roxboro, NC 27573 336-599-8800  
SREE-TBM-Monroe, L.L.C., Charlotte/Monroe, NC, 2368 Roland Drive Monroe, NC 28110 704-220-2200  
Riverview Holdings, L.L.C., Marion, NC, 3560 U.S. 221 South Marion, NC 28752 828-652-5100  
H2 Associates of Havelock, LLC, Havelock, NC, 105 Tourist Center Drive Havelock, NC 28532 252-447-9400  
Akshar Investments, Inc., Henderson I-85, NC, 385 Ruin Creek Road Henderson, NC 27536 252-492-3007  
Smith/Curry Hotel Group Uptown, LLC, Charlotte-Uptown, NC, 530 E. Martin Luther King Jr. Blvd. Charlotte, NC 28202 704-373-0917  
Shriji of Raleigh, LLC, Raleigh/Clayton I-40, NC, 100 Hampton Drive Garner, NC 27529 919-773-1977  
HIRN Hotel, Inc., Raleigh-Capital Blvd. North, NC, 3621 Spring Forest Road Raleigh, NC 27616 919-872-7111  
Edenton Hospitality Group, LLC, Edenton, NC, 115 Hampton Drive Edenton, NC 27932 252-482-3500  
SPECTRUM HOSPITALITY, LLC, Wilkesboro, NC, 1300 S Collegiate Drive Wilkesboro, NC 28697 336-838-5000  
C3 Investments of North Carolina, Inc., Southport, NC, 5181 Southport Supply Road SE Southport, NC 28461 910-454-0016  
Shriji of Greensboro, LLC, Greensboro-East/McLeansville, NC, 903 Knox Road McLeansville, NC 27301 336-544-3333  
Medical Park Hotels, LLC, Wilmington-Medical Park, NC, 2320 S. 17th Street Wilmington, NC 28401 910-796-8881  
Lodging Associates, L.L.C., Washington, NC, 2085 West 15th Street Washington, NC 27889 252-940-4556  
Washington Hospitality, LLC, Williamston, NC, 1099 Hampton Court Williamston, NC 27892 252-809-1100  
MCRT3 Dunn Tenant LLC, Dunn, NC, 100 Jesse Tart Circle Dunn, NC 28334 910-892-4333  
Trimurti of Spring Lake, LLC, Spring Lake Fayetteville, NC, 1050 North Bragg Blvd. Spring Lake, NC 28390 910-438-0945  
Stephen B. Dickey, Murphy, NC, 1550 Andrews Road Murphy, NC 28906 828-837-1628  
AHIP NC Statesville 1508 Enterprises, LLC, Statesville, NC, 1508 Cinema Drive Statesville, NC 28625 704-883-8380  
Montcross Hotel Associates, LLC, Charlotte/Belmont at Montcross, NC, 820 Cecilia Alexander Dr. Belmont, NC 28012 704-825-6100  
Patco Lodging of Wilson, LLC, Wilson-Downtown, NC, 2806 Wolf Trap Drive Wilson, NC 27896 252-243-4040  
PVC, Inc., Roanoke Rapids, NC, 85 Hampton Boulevard Roanoke Rapids, NC 27870 252-537-7555  
Eastwood Hotel Group, LLC, Wilmington-University Area/Smith Creek S, 124 Old Eastwood Road Wilmington, NC 28403 910-791-9899

## EXHIBIT A

PCA HAI, LLC, Hickory, NC, 1956 13th Avenue Drive SE Hickory, NC 28602 828-624-2000  
Greenville Prime Investors II, LLC, Greenville, NC, 305 SW Greenville Boulevard Greenville, NC 27834 252-355-7400  
Kinderton Inn, LLC, Bermuda Run, NC, 196 NC Hwy 801 North Bermuda Run, NC 27006 336-998-3480  
Lincolnton Hospitality, LLC, Lincolnton, NC, 129 Roper Drive Lincolnton, NC 28092 704-736-2000  
LUM-LOT 1, LLC, Lumberton, NC, 204 Wintergreen Drive Lumberton, NC 28358 910-7383332  
Kernersville Hotels, LLC, Kernersville, NC, 150 Clayton Forest Drive Kernersville, NC 27284 336-497-0724  
Wilmington Hotel Group, LLC, Wilmington Downtown, NC, 225 Grace Street Wilmington, NC 28401 910-251-3930  
Sneads Ferry Ventures, LLC, Sneads Ferry North Topsail Beach, NC, 1248 NC Highway 210 Sneads Ferry, NC 28460 910-327-5555  
Benson Hotel Group, LLC, Benson, NC, 100 Water Place Landing Benson, NC 27504 919-701-8000  
JPK, Inc., Bismarck, ND, 1440 Mapleton Ave Bismarck, ND 58503 701-751-3100

## OHIO

HIT Portfolio I HIL TRS, LLC, Cleveland/Westlake, OH, 29690 Detroit Rd. Westlake, OH 44145-1934 440-892-0333  
HIT Portfolio I HIL TRS, LLC, Columbus/Dublin, OH, 3920 Tuller Rd. Dublin, OH 43017 614-889-0573  
Bennett Enterprises, Inc., Toledo-South/Maumee, OH, 1409 Reynolds Road Maumee, OH 43537-1625 419-893-1004  
CNI THL OPS, LLC, Dayton/Fairborn (Wright AFB), OH, 2550 Paramount Place Fairborn, OH 45324 937-429-5505  
Shri Sitaram, Inc., Columbus-East, OH, 1890 Winderly Lane Pickerington, OH 43147-8636 614-864-8383  
SGB Management, Inc., Columbus-South, OH, 4017 Jackpot Road Grove City, OH 43123 614-539-1177  
SPS, INC., Troy, OH, 45 Troy Town Drive Troy, OH 45373 937-339-7801  
H.I. HERITAGE INN OF ONTARIO OPCO, L.L.C., Mansfield/Ontario, OH, 1051 N. Lexington Springmill Road Mansfield, OH 44906 419-747-5353  
Radha Corporation, Columbus-West, OH, 5625 Trabue Columbus, OH 43228 614-851-5599  
Oasis Property Inc., Cincinnati-Kings Island, OH, 5323 Beach Blvd. Mason, OH 45040 513-459-8900  
PAMT Investment Group, LLC, Ashtabula, OH, 2900 GH Drive Austinburg, OH 44010 440-275-2000  
H.I. HERITAGE INN OF FINDLAY OPCO, L.L.C., Findlay, OH, 921 Interstate Dr. Findlay, OH 45840 419-422-5252  
Kautilya Sunbury Hotel, LLC, Columbus/Delaware I-71 North, OH, 7329 State Route 36 37 Sunbury, OH 43074 740-363-4700  
H.I. HERITAGE INN OF YOUNGSTOWN OPCO, L.L.C., Youngstown/Boardman, OH, 7395 Tiffany South Poland, OH 44514 330-758-5191  
Meander Inn, Inc., Youngstown-West I-80, OH, 880 N. Canfield-Niles Road Youngstown, OH 44515 330-544-0660  
H.I. HERITAGE INN OF AKRON OPCO, L.L.C., Akron/Fairlawn, OH, 80 Springside Drive Akron, OH 44333 330-666-7361  
Son-Rise Hotels IV, Inc., Wooster, OH, 4253 Burbank Road Wooster, OH 44691 330-345-4424  
Indus Airport Hotels II, LLC and LPV Airport Hotels II, LLC, Columbus-Airport, OH, 4280 International Gateway Columbus, OH 43219 614-235-0717  
Roschman Restaurant Administration, Inc., Lima, OH, 1933 Roschman Avenue Lima, OH 45804 419-225-8300

## EXHIBIT A

Widewaters EDR Solon Hotel Company, LLC, Cleveland/Solon, OH, 6035 Enterprise Parkway Solon, OH 44139 440-542-0400  
Kautilya Jeffersonville Hotel LLC, Washington Court House, OH, 11484 Allen Road NW Jeffersonville, OH 43128 740-948-9499  
Black Sapphire C Cleveland 2014 Inc., Cleveland-Downtown, OH, 1460 E. Ninth Street Cleveland, OH 44114 216-241-6600  
H.I. MANAGEMENT OF ZANESVILLE OPCO, L.L.C., Zanesville, OH, 1009 Spring Street Zanesville, OH 43701 740-453-6511  
A1 Hospitality, Inc., Springfield, OH, 101 W. Leffel Lane Springfield, OH 45505 937-325-8480  
Haribol Haribol, Inc., Kent/Akron Area, OH, 4406 State Route 43 Kent, OH 44240 330-673-8555  
Lancaster Hospitality, LLC, Lancaster, OH, 2041 Schorrway Drive Lancaster, OH 43130 740-654-2999  
Geeta Hospitality Incorporated, Marysville, OH, 16610 Square Drive Marysville, OH 43040 937-642-3777  
Hare Krishna Cincinnati Hotel LLC, Cincinnati-Northwest/Fairfield, OH, 430 Kolb Drive Fairfield, OH 45014 513-942-3440  
Youngstown Hospitality, LLC, Youngstown-North, OH, 4400 Belmont Avenue Youngstown, OH 44505 330-759-9555  
Sunshine Hospitality, LLC, Cincinnati-Eastgate, OH, 858 Eastgate North Drive Cincinnati, OH 45245 513-752-8584  
NBC Hospitality, LLC, Medina, OH, 3073 Eastpointe Drive Medina, OH 44256 330-721-8955  
Laxmi Hospitality LLC, Dayton/Huber Heights, OH, 5588 Merily Way Huber Heights, OH 45424 937-233-4300  
Hilliard Hotels, LLC, Sidney, OH, 1600 Hampton Court Sidney, OH 45365 937-498-8888  
Riverview Hospitality Corp., New Philadelphia, OH, 1299 West High Avenue New Philadelphia, OH 44663 330-339-7000  
Downtown Massillon Hotel, Ltd. an Ohio Limited Lia, Massillon, OH, 44 First Street, S.W. Massillon, OH 44647 330-834-1144  
Garland NCT LLC, Newcomerstown, OH, 200 Morris Crossing Newcomerstown, OH 43832 740-498-9800  
KRSNA Hospitality LLC, Tiffin, OH, 2492 South State Route 231 Tiffin, OH 44883 419-443-5300  
March Investors, Ltd., Marietta, OH, 508 Pike Street Marietta, OH 45750 740-373-5353  
Columbus Hotel Investment Group, LLC, Columbus I-70 E/Hamilton Rd., OH, 2093 S. Hamilton Rd. Columbus, OH 43232 614-552-2400  
Minesh, Mahendra, Ashok, Dipak and Ramesh Shah, Richfield, OH, 4860 Brecksville Road Richfield, OH 44286 330-659-6662  
Crown Hotels Inc., Steubenville, OH, 820 University Boulevard Steubenville, OH 43952 740-282-9800  
Prasanna, Inc., Akron-South, OH, 880 ARLINGTON RIDGE EAST Akron, OH 44312 330-644-6579  
Everest Hospitality, LLC, Cleveland-Airport/Tiedeman Road, OH, 10305 Cascade Crossing Brooklyn, OH 44144 216-929-8400  
R & Y Bowling Green, LLC, Bowling Green, OH, 142 Campbell Hill Road Bowling Green, OH 43402 419-353-3464  
North Coast Inn III, Inc., Sandusky/Central, OH, 6100 Milan Road Sandusky, OH 44870 419-609-9000  
Stow Hotel Associates, LLC, Stow, OH, 4331 Lakepointe Corporate Drive Stow, OH 44224 330-945-4160  
KRIBHA, LLC, Heath/Newark, OH, 1008 Hebron Road Heath, OH 43056 740-788-8991  
Georgetown Lodging, Ltd., Cambridge, OH, 8775 Georgetown Road Cambridge, OH 43725 740-439-0600  
Athens 405 Hotel, LLC, Athens, OH, 986 East State Street Athens, OH 45701 740-593-5600  
Hubbell-Boeing Corporation, Gallipolis, OH, 444 Upper River Rd. Gallipolis, OH 45631 740-446-8000  
Old Fort Hospitality, Inc., Defiance, OH, 1037 Hotel Drive Defiance, OH 43512 419-784-1515



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North Olmsted Hotel Group LLC, North Olmsted Cleveland Airport, OH, 24601 Country Club Blvd. North Olmsted, OH 44070 440-617-6306  
Visamo Hospitality, LLC, Dayton/Dayton Mall, OH, 8960 Mall Ring Road Dayton, OH 45459 937-439-1800  
Kreesh Hospitality, LLC, Middletown, OH, 2880 Towne Boulevard Middletown, OH 45044 513-422-6880  
Stewart Hotel Associates, LLC, Oxford/Miami University Area, OH, 375 S. College Avenue Oxford, OH 45056 513-524-2012  
Oregon Lodging, LLC, Toledo/Oregon, OH, 2931 Navarre Avenue Oregon, OH 43616 419-724-3333  
Jai Bapa Swami, LLC, Cincinnati/Blue Ash, OH, 4761 Creek Road Blue Ash, OH 45242 513-791-2822

### **OKLAHOMA**

Hare Krishna, Inc., Norman, OK, 309 Norman Center Court Norman, OK 73072 405-366-2100  
Govinda, LLC, Oklahoma City-I-40 E. (Tinker AFB), 1833 Center Drive Midwest City, OK 73110 405-732-5500  
Midwest Heritage Inn of Shawnee Opco, L.L.C., Shawnee, OK, 4851 N. Kickapoo Shawnee, OK 74801 405-275-1540  
Hotel OKC Opco, L.L.C., Oklahoma City-Northwest, OK, 3022 Northwest Expressway Oklahoma City, OK 73112 405-947-0953  
Meline Hotel LLC, Oklahoma City/Edmond, OK, 300 Meline Drive Edmond, OK 73034 405-844-3037  
Tulsa Motel Investment, LLC, Tulsa/Broken Arrow, OK, 2300 W. Albany Street Broken Arrow, OK 74012 918-251-6060  
Sadguru, LLC, Oklahoma City/Yukon, OK, 1351 Canadian Court Yukon, OK 73099 405-350-6400  
SBN Hospitality L.L.C., Muskogee, OK, 3101 Military Boulevard Muskogee, OK 74401 918-682-2587  
SRI SAI Ganesh LLC, Tulsa/Sand Springs, OK, 7852 West Parkway Boulevard Tulsa, OK 74127 918-245-8500  
Bartlesville Lodging, L.L.C., Bartlesville, OK, 130 SE Washington Blvd Bartlesville, OK 74006 918-333-4051  
SONTAG, Inc., Clinton, OK, 2000 Lexington Clinton, OK 73601 580-323-4267  
Ozark Hotel Associates 2, LLC, Duncan, OK, 2301 North Hwy 81 Duncan, OK 73533 580-255-1700  
Miami Investments, LLC, Miami, OK, 115 Deacon Turner Road Miami, OK 74354 918-5411500  
AHIP OK Chickasha 3004 Enterprises, LLC, Chickasha, OK, 3004 South 4th Street Chickasha, OK 73018 405-320-5955  
Trisden Hospitality, LLC, Oklahoma City Northeast, OK, 11820 N I-35 Service Rd Oklahoma City, OK 73131 405-608-2744  
Suraj Hospitality, LLC, El Reno, OK, 1530 SW 27th Street El Reno, OK 73036 405-702-9200  
Mustang Hospitality, LLC, Mustang, OK, 1320 East Highway 152 Mustang, OK 73064 405-261-6850

### **OREGON**

Narendra & Jaya, L.L.C., Portland East, OR, 3039 NE 181st Ave. Portland, OR 97230 503-669-7000  
Pollin Hotels PDX, LLC, Portland-Airport, OR, 8633 NE Airport Way Portland, OR 97220 503-288-2423  
The OM Clackamas LLC, Portland/Clackamas, OR, 9040 SE Adams Clackamas, OR 97015 503-655-7900  
Jean Valjean LLC, Eugene, OR, 3780 W. 11th Avenue Eugene, OR 97402 541-431-1225  
HIT SWN TRS, LLC, Medford, OR, 1122 Morrow Road Medford, OR 97504 541-779-0660

## EXHIBIT A

Florencein, Inc., Pendleton, OR, 101 SW Nye Avenue Pendleton, OR 97801 541-2763500

### PENNSYLVANIA

AHIP PA Cranberry Enterprises LLC, Pittsburgh/Cranberry, PA, 210 Executive Drive Cranberry Township, PA 16066 724-776-1000  
AHIP PA Pitt Airport Enterprises LLC, Pittsburgh-Airport, PA, 8514 University Boulevard Moon Township, PA 15108 412-264-0020  
AHIP PA Greentree Enterprises LLC, Pittsburgh/Greentree, PA, 555 Trumbull Dr. Pittsburgh, PA 15205 412-922-0100  
HIT Portfolio I HIL TRS, LLC, State College, PA, 1101 East College Ave. State College, PA 16801 814-231-1590  
Lionville Hotel Associates, L.P., Downingtown/Exton, PA, 4 North Pottstown Pike Exton, PA 19341 610-363-5555  
Shree Sai Siddhi Wyomissing, LLC, Reading/Wyomissing, PA, 1800 Papermill Rd. Wyomissing, PA 19610 610-374-8100  
Ascent Hospitality, LLC, Philadelphia/King of Prussia (Valley For, 530 W. Dekalb Pike Rt. 202 King of Prussia, PA 19406 610-962-8111  
High Hotels, Ltd., Harrisburg-West, PA, 4950 Ritter Road Mechanicsburg, PA 17055 717-691-1300  
High Hotels, Ltd., Lancaster, PA, 545 Greenfield Rd. Lancaster, PA 17601 717-299-1200  
Grand Prix Fixed Lessee LLC, Philadelphia-Willow Grove, PA, 1500 Easton Road Willow Grove, PA 19090 215-659-3535  
Apple Nine Hospitality Management, Inc., Pittsburgh University/Medical Center, PA, 3315 Hamlet St. Pittsburgh, PA 15213 412-681-1000  
U.D.H. Management Corp., Harrisburg-East (Hershey Area), PA, 4230 Union Deposit Rd. Harrisburg, PA 17111 717-545-9595  
High Hotels, Ltd., York, PA, 1550 Mt. Zion Rd. York, PA 17402 717-840-1500  
HH H1 Hazelton, LLC, Hazleton, PA, 1 Top of the 80s Road Hazleton, PA 18202 570-454-3449  
Shree Sai Siddhi Chambersburg, LLC, Chambersburg, PA, 955 Leshar Rd. Chambersburg, PA 17202 717-261-9185  
K-88, Inc., Harrisburg/Grantville/Hershey, PA, 255 Bow Creek Road Grantville, PA 17028 717-469-7689  
HIT Portfolio I HIL TRS, LLC, Scranton at Montage Mountain, PA, 22 Montage Mountain Rd. Scranton, PA 18507 570-342-7002  
Washington, PA Hotel Limited Partnership, Washington, PA, 119 Murtland Avenue Washington, PA 15301 724-228-4100  
S.N.M. Enterprises, Inc., Gettysburg, PA, 1280 York Road Gettysburg, PA 17325 717-338-9121  
VIII-HII-7 Hampton Court Opco, L.L.C., Carlisle, PA, 1164 Harrisburg Pike Carlisle, PA 17013 717-240-0200  
VIII-HII-Stetler Avenue Opco, L.L.C., Selinsgrove/Shamokin Dam, PA, 3 Stetler Ave. US Route 11 and 15 Shamokin Dam, PA 17876 570-743-2223  
OzzVen, LLC, Altoona, PA, 180 Charlotte Drive Altoona, PA 16601 814-941-3500  
DRLRD, Inc., Uniontown, PA, 698 West Main Street Uniontown, PA 15401 724-430-1000  
Shree Hospitality LLC, DuBois, PA, 1582 Bee Line Highway Du Bois, PA 15801 814-375-1000  
Whispering Hospitality LLC, Somerset, PA, 324 Laurel Crest Road Somerset, PA 15501 814-445-9161  
Seaview Hospitality LLC, Pittsburgh/West Mifflin, PA, 1550 Lebanon Church Road Pittsburgh, PA 15236 412-650-1000  
McKnight Road Pittsburgh L.P., Pittsburgh-McKnight Rd., PA, 4575 McKnight Road Pittsburgh, PA 15237 412-939-3200  
Hanover Partners, Ltd., Hanover, PA, 309 Wilson Ave. Hanover, PA 17331 717-633-1117  
Revest Properties, Johnstown, PA, 129 Commerce Court Johnstown, PA 15904 814-262-7700

## EXHIBIT A

Shrima, Inc., Bedford, PA, 4235 Business Route 220 Bedford, PA 15522 814-624-0101  
AFC-First Monroeville, LLC, Pittsburgh/Monroeville, PA, 3000 Mossdale Blvd. Monroeville, PA 15146 412-380-4000  
Widewaters Brittonfield II Erie Hotel Company, LLC, Erie-South, PA, 8050 Old Oliver Road Erie, PA 16509 814-866-6800  
Williamsport Inn, LLC, Williamsport-Downtown, PA, 140 Via Bella Williamsport, PA 17701 570-323-6190  
Moody National Lancaster-Frazer MT, LLC, Philadelphia/Great Valley/Malvern, PA, 635 Lancaster Ave. Frazer, PA 19355 610-699-1300  
Millett Clarks Summit, PA Inc., Clarks Summit/Scranton, PA, 890 Northern Boulevard Clarks Summit, PA 18411 570-586-1515  
Plymouth Meeting Hotel Franchisee, LLC, Philadelphia/Plymouth Meeting, PA, 2055 Chemical Road Plymouth Meeting, PA 19462 610-567-0900  
Harp Hospitality, LLC, Manheim, PA, 2764 Lebanon Road Manheim, PA 17545 717-665-6600  
PHL Hotel Franchisee, LLC, Philadelphia-Int'l Arpt., PA, 8600 Bartram Ave Philadelphia, PA 19153 215-966-1300  
VIII-HII-Valley School Road Opco, L.L.C., Danville, PA, 137 Old Valley School Road Danville, PA 17821 570-271-2500  
OM Hospitality, LLC, Stroudsburg/Poconos, PA, 114 South 8th Street Stroudsburg, PA 18360 570-424-0400  
Revest Properties, Greensburg, PA, 1000 Towne Square Drive Greensburg, PA 15601 724-838-8800  
Philly One TRS, LLC, Philadelphia-Convention Ctr, PA, 1301 Race Street Corner of 13th St. and Race St. Philadelphia, PA 19107 215-665-9100  
Ramesh T. Joshi and Ketan R. Joshi, Quakertown, PA, 1915 John Fries Highway Quakertown, PA 18951 215-536-7779  
AHOC, LLC, Easton, PA, 3723 Easton-Nazareth Highway Easton, PA 18045 610-250-6500  
Daniel J. Millett, Bloomsburg, PA, 255 Papermill Road Bloomsburg, PA 17815 570-380-1020  
Stonebridge Hospitality Partners, LP, Shrewsbury, PA, 1000 Far Hills Drive New Freedom, PA 17349 717-235-9898  
Lehigh Investment Group, LP, Lehigh - Jim Thorpe, PA, 877 Interchange Road Lehigh, PA 18235 610-377-3400  
ABELL DEVELOPMENT CO., Belle Vernon, PA, 1525 Broad Avenue Extension Belle Vernon, PA 15012 724-929-8100  
Global Star Properties, Inc., Clearfield, PA, 1777 Industrial Park Road Clearfield, PA 16830 814-765-8300  
Beaver Valley Lodging, LLC, Pittsburgh Area-Beaver Valley/Center Tow, 202 Fairview Drive Monaca, PA 15061 724-774-5580  
BHAVI MOTEL, L.L.C., Doylestown, PA, 1570 Easton Rd. Warrington, PA 18976 215-343-8400  
Jay Dana, LLC, Pine Grove, PA, 481 Suedberg Road Pine Grove, PA 17963 570-345-4505  
Jay Sainath, LLC, Clarion, PA, 4 Hospital Drive Clarion, PA 16214 814-226-4444  
Daniel J. Millett, Lewisburg, PA, 140 International Drive Lewisburg, PA 17837 570-522-8500  
Daniel J. Millett, John T. Millett & Brett A. Millett, Sayre, PA, 3080 North Elmira Street Sayre, PA 18840 570-882-1166  
Pride Hotels, Inc., Indiana, PA, 1275 Indian Springs Road Indiana, PA 15701 724-349-7700  
Bridgeville Hotel Associates, L.P., Pittsburgh-Bridgeville, PA, 150 Old Pond Road Bridgeville, PA 15017 412-319-7706  
Staralliance Hotels, Inc., Meadville, PA, 11446 North Dawn Drive Meadville, PA 16335 814-807-1446  
Westfall Hospitality, LLC, Matamoras/Milford, PA, 122 Westfall Town Drive Matamoras, PA 18336 570-491-5280  
Greene County Hotel Associates, L.P., Waynesburg, PA, 227 Greene Plaza Waynesburg, PA 15370 724-802-1010

## EXHIBIT A

Limerick Hotel Corp., Limerick-Philadelphia, PA, 430 W. Linfield Trappe Road Limerick, PA 19468 610-495-6999  
Millett Tunkannock PA LLC, Tunkhannock, PA, 209 East Tioga Street Tunkhannock, PA 18657 570-996-5866  
Wexford Bayne Associates, Inc., Pittsburgh/Wexford-Sewickley, PA, 2622 Wexford Bayne Rd. Wexford, PA 15143 412-528-1901  
Butler Hotel Associates, LP, Butler, PA, 610 Butler Crossing Butler, PA 16001 724-431-2400  
Prayers Hospitality LLC, Lebanon, PA, 1601 East Cumberland St. Lebanon, PA 17042 717-277-7221

### RHODE ISLAND

Coventry Lodging Associates, LLC, Coventry, RI, 850 Centre of New England Blvd. Coventry, RI 02816 401-823-4041  
Village Hotel Associates, LLC, South Kingstown/Newport Area, RI, 20 Hotel Drive South Kingstown, RI 02879 401-788-3500  
PAWHI, LLC, Pawtucket, RI, 2 George St Pawtucket, RI 02860 401-723-6700

### SOUTH CAROLINA

HIT Portfolio I HIL TRS, LLC, Columbia-I-26 Airport, SC, 1094 Chris Dr. West Columbia, SC 29169 803-791-8940  
SAFHI, INC., Charleston/Mt. Pleasant Patriots Point,, 255 Sessions Way Mount Pleasant, SC 29464 843-881-3300  
Rock South, LLC, Rock Hill, SC, 2111 Tabor Drive Rock Hill, SC 29730 803-325-1100  
John Street Associates, LLC, Charleston-Historic District, SC, 345 Meeting St. Charleston, SC 29403 843-723-4000  
Swami Hotels, LLC, Sumter, SC, 1370 Broad Street Ext. Sumter, SC 29150 803-469-2222  
Kana Clemson, LLC, Clemson-University Area, SC, 851 Tiger Blvd. Clemson, SC 29631 864-653-7744  
Deesha Enterprise Inc., Anderson, SC, 120 Interstate Blvd. Anderson, SC 29621 864-375-1999  
RJAYR, LLC, Aiken, SC, 100 Tamil Dr. Aiken, SC 29803 803-648-2525  
Raleigh Krishna, Inc., Myrtle Beach-Northwood, SC, 620 75th Avenue North Myrtle Beach, SC 29572 843-497-0077  
Quality Oil Company, LLC, Columbia I-26/Harbison Blvd., SC, 101 Woodcross Drive Columbia, SC 29212 803-749-6999  
LEI-BREI Columbia Operating Company, LLC, Columbia Northeast - Fort Jackson, SC, 1551 Barbara Drive Columbia, SC 29223 803-865-8000  
Beaufort Lodging LLC, Beaufort, SC, 2342 Boundary Street Beaufort, SC 29902 843-986-0600  
Spectrum Hospitality VII, LLC, North Myrtle Beach-Harbourgate, SC, 2112 Little River Neck Road North Myrtle Beach, SC 29582 843-249-1997  
Cane Patch Associates of Myrtle Beach II, Myrtle Beach Broadway at the Beach, SC, 1140 Celebrity Circle Myrtle Beach, SC 29577 843-916-0600  
Heidi Enterprise Inc., Greenwood, SC, 1624 Bypass 72 NE Greenwood, SC 29649 864-388-9595  
Georgetown Hotel Associates, L.L.C., Georgetown-Marina, SC, 420 Marina Drive Georgetown, SC 29440 843-545-5000  
WAL Lodging, L.L.C., Greenville I-385 - Woodruff Road, SC, 15 Park Woodruff Dr. Greenville, SC 29607 864-213-8200  
Naman Lexington I, LLC, Columbia/Lexington, SC, 601 Columbia Ave. Lexington, SC 29072 803-356-8300  
Litchfield Hotel Associates, L.L.C., Pawley's Island, SC, 150 Willbrook Blvd. Pawleys Island, SC 29585 843-235-2000

## **EXHIBIT A**

Travelers Rest Enterprises, Inc., Greenville/Travelers Rest, SC, 593 Roe Center Court Travelers Rest, SC 29690 864-834-5550  
H.I. of Santee, Inc., Santee - I-95, SC, 9060 Old 6 Highway Santee, SC 29142 803-854-2444  
Infinite Hotel Group, Inc., Greenville/Simpsonville, SC, 3934 Grandview Drive Simpsonville, SC 29680 864-963-9292  
FOUR PALS, INC., Charleston-North, SC, 7424 Northside Drive North Charleston, SC 29420 843-820-2030  
Imperial Investments-Gaffney, L.L.C., Gaffney, SC, 115 Nancy Creek Road Gaffney, SC 29341 864-206-0011  
Capital City Hotels, LLC, Columbia-Downtown Historic Dist, SC, 822 Gervais Street Columbia, SC 29201 803-231-2000  
South Carolina Hotel, LLC, Myrtle Beach-West, SC, 4551 Highway 501 Myrtle Beach, SC 29579 843-236-0045  
Daniel Island Ventures, LLC, Charleston/Daniel Island, SC, 160 Fairchild Street Charleston, SC 29492 843-216-6555  
Paramount Hotels, LLC, Newberry-Opera House, SC, 1201 Nance Street Newberry, SC 29108 803-276-6666  
Imperial Investments Chesnee, LLC, Spartanburg-North I-85, SC, 121 Traveller Drive Spartanburg, SC 29303 864-577-9080  
Easley Hotel Group, LLC, Easley, SC, 8 Southern Center Court Easley, SC 29640 864-343-3636  
Hotel Ventures of Manning, Inc., Manning, SC, 2822 Paxville Highway Manning, SC 29102 803-505-4800  
Palmetto Investment Group, Inc., Columbia I-20/Clemson Road, SC, 1021 Clemson Frontage Road Columbia, SC 29229 803-788-4901  
Murrell's Inlet Ventures LLC, Murrells Inlet/Myrtle Beach Area, SC, 512 Courtfield Drive Murrells Inlet, SC 29576 843-651-6687  
Ress Investment, LLC, Anderson/Alliance Business Park, SC, 411 Alliance Parkway Anderson, SC 29621 864-760-1000  
Haywood Hotel Group, LLC, Greenville/I-385 Haywood Mall, SC, 255 Congaree Road Greenville, SC 29607 864-516-2400  
Dillon Road HH LLC, Hilton Head, SC, 1 Dillon Road Hilton Head Island, SC 29926 843-681-7900  
Carol Wiggins, Summerville, SC, 121 Holiday Drive Summerville, SC 29483 843-871-8300  
Trishul Yemassee, LLC, Yemassee, SC, 139 Frampton Drive Yemassee, SC 29945 843-379-5226

### **SOUTH DAKOTA**

Hari Har, Inc., Sioux Falls, SD, 2417 S. Carolyn Avenue Sioux Falls, SD 57106 605-362-1700  
Shri Hari LLP, North Sioux City, SD, 101 S. Sodrac Dr. North Sioux City, SD 57049 605-232-9739  
Thomsen Family L.L.C., Mitchell, SD, 1920 Highland Way Mitchell, SD 57301 605-995-1575  
Deadwood Parking Lots, LLC, Deadwood at Tin Lizzie Gaming Resort, SD, 531 Main Street Deadwood, SD 57732 605-578-1893  
Chrisbro Hospitality, Rapid City, SD, 1720 Rapp Street Rapid City, SD 57701 605-348-1911  
Ghazanfar Khan, Spearfish, SD, 240 North 27th Street Spearfish, SD 57783 605-642-3003

### **TENNESSEE**

Brentwood Northumberland Hotel Partners, LLC, Nashville/Brentwood-I-65S, TN, 5630 Franklin Pike Circle Brentwood, TN 37027 615-373-2212  
HIT Portfolio I HIL TRS, LLC, Memphis-Poplar, TN, 5320 Poplar Ave. Memphis, TN 38119 901-683-8500

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1919 West End, LLC, Nashville/Vanderbilt, TN, 1919 West End Avenue Nashville, TN 37203 615-329-1144  
HIT Portfolio II HIL TRS, LLC, Knoxville-Airport, TN, 148 International Ave. Alcoa, TN 37701 865-983-1101  
CNI THL OPS, LLC, Memphis-Walnut Grove/Baptist East, TN, 33 Humphreys Center Dr. Memphis, TN 38120 901-747-3700  
LeConte Creek, G.P., Gatlinburg, TN, 967 Parkway Gatlinburg, TN 37738 865-436-4878  
Shailesh V. Patel, Ramtirth S. Patel, Manisha S. Patel, Asee, Oak Ridge, TN, 208 S. Illinois Avenue Oak Ridge, TN 37830 865-482-7889  
HIT Portfolio I HIL TRS, LLC, Pickwick Dam-At Shiloh Falls, TN, 90 Old South Rd. Counce, TN 38326 731-689-3031  
Turkey Creek Hospitality, Inc., Sevierville, TN, 681 Winfield Dunn Pkwy. Sevierville, TN 37876 865-429-2005  
Ayers, L.P., Caryville-I-75/Cove Lake State Park, TN, 4459 Veteran's Memorial Hwy Caryville, TN 37714 423-562-9888  
Dyersburg Hospitality LLC, Dyersburg, TN, 2750 Mall Loop Road Dyersburg, TN 38024 731-285-4778  
Vintage One, LLC, Johnson City, TN, 508 N. State of Franklin Rd. Johnson City, TN 37604 423-929-8000  
Bristol Hotel Associates, L.P., Bristol, TN, 3299 West State St. Bristol, TN 37620 423-764-3600  
HIMC, LLC, Memphis/Collierville, TN, 1280 West Poplar Avenue Collierville, TN 38017 901-854-9400  
Milap Hotels, LLC, Nashville-I-24 Hickory Hollow, TN, 210 Crossings Place Antioch, TN 37013 615-731-9911  
ATTRAY ASSOCIATES, L.L.C., Chattanooga/Hixson, TN, 1920 Hamill Road Hixson, TN 37343 423-877-3100  
SAIRAM, L.L.C., Dickson, TN, 1080 East Christi Drive Dickson, TN 37055 615-446-1088  
Tullahoma Hospitality, LLC, Tullahoma, TN, 1922 North Jackson St. Tullahoma, TN 37388 931-461-5222  
Kingsport Hotel Associates, L.P., Kingsport, TN, 2000 Enterprise Place Kingsport, TN 37660 423-247-3888  
OMSHIV LLC, Nashville/Bellevue-I-40, TN, 7815 Coley Davis Road Nashville, TN 37221 615-662-3133  
Shivani, LLC of Morristown, Morristown, TN, 3750 W. Andrew Johnson Highway Morristown, TN 37814 423-587-0952  
S & R of Greeneville I, LLC, Greeneville, TN, 3130 E. Andrew Johnson Highway Greeneville, TN 37745 423-638-3735  
D&B Athens Hotels, Inc., Athens, TN, 1821 Holiday Drive Athens, TN 37303 423-745-2345  
DBG Lodging LLC, Memphis-Southwind, TN, 3579 Hacks Cross Road Memphis, TN 38125 901-754-8454  
Columbia Commons General Partnership, Columbia, TN, 1551 Halifax Drive Columbia, TN 38401 931-540-1222  
Ernst-Western Corporation, Gallatin, TN, 980 Village Green Crossing Gallatin, TN 37066 615-206-9595  
Ernst-Western Corporation, Springfield, TN, 620 22nd Avenue East Springfield, TN 37172 615-384-1166  
Lenoir City Hotel Partners, LLC, Lenoir City, TN, 585 Fort Loudon Medical Center Dr. Lenoir City, TN 37772 865-988-2000  
Sachchidanand Hotel Cedar Bluff, LLC, Knoxville-West at Cedar Bluff, TN, 9128 Executive Park Dr. Knoxville, TN 37923 865-693-1101  
Strawplains Hotel Partners, LLC, Knoxville-East, TN, 7445 Sawyer Lane Knoxville, TN 37924 865-525-3511  
Room Masters, LLC, Martin, TN, 5575 Skyhawk Parkway Martin, TN 38237 731-587-5800  
FFP, LLC, Chattanooga-North/Ooltewah, TN, 6145 Weir Way Ooltewah, TN 37363 423-305-6800  
RM Properties, Crossville, TN, 64 Hospitality Drive Crossville, TN 38555 931-707-7170  
Kamala Hospitality Group, LLC, Kimball, TN, 100 Hampton Drive South Pittsburg, TN 37780 423-228-4270

## EXHIBIT A

Hunt Hospitality Milan.TN LLC, Milan, TN, 15315 S. First Street Milan, TN 38358 731-686-8788  
United Hospitality Corporation, Dandridge, TN, 126 Sharon Drive Dandridge, TN 37725 865-940-1200  
Hunt Hospitality Fayetteville TN, LLC, Fayetteville, TN, 110 Redstone Drive Fayetteville, TN 37334 931-433-3355  
Vasant G. (Vince) Hari, Cookeville, TN, 1025 Interstate Drive Cookeville, TN 38501 931-651-1500  
Vision Cleveland II, LLC, Cleveland, TN, 4355 Frontage Road Cleveland, TN 37312 423-458-1222  
Turkey Run Hotel Partners, LLC, Pigeon Forge, TN, 2497 Teaster Lane Pigeon Forge, TN 37863 865-365-1588  
Clinton Hotel Partners, LLC, Knoxville/Clinton I-75, TN, 105 Hillvale Road Clinton, TN 37716 865-691-8070  
Vision Tiftonia II, LLC, Chattanooga West/Lookout Mountain, TN, 74 Starview Lane Chattanooga, TN 37419 423-602-5350  
OM Newport, LLC, Newport, TN, 1020 Cosby Highway Newport, TN 37821 423-532-8558  
Hunt Services, Inc., Pulaski, TN, 180 Bre Avenue Pulaski, TN 38478 931-347-9900  
Sai Shiv LLC, White House, TN, 404 Hester Drive White House, TN 37188 615-672-3993  
Spring Hill Development, LLC, Spring Hill, TN, 2052 Crossings Blvd Spring Hill, TN 37174 931-451-2111  
Premier Hospitality Corporation, Morristown I-81, TN, 5368 Winners Circle Road Morristown, TN 37813 423-839-1920  
Hospitality Development Solutions, LLC, Gatlinburg Historic Nature Trail, TN, 520 Historic Nature Trail Gatlinburg, TN 37738 865-436-4933  
Vision East Ridge, LLC, Chattanooga East Ridge, TN, 623 Camp Jordan Parkway Chattanooga, TN 37412 423-269-6600

## TEXAS

HIT Portfolio I NTC HIL TRS, LP, Dallas/Addison, TX, 4505 Beltway Drive Addison, TX 75001 972-991-2800  
HIT Portfolio II NTC HIL TRS, LP, College Station, TX, 320 Texas Ave., S. College Station, TX 77840 979-846-0184  
HIT Portfolio II NTC TRS, LP, Austin-North@IH-35 Hwy 183, TX, 7619 I-35 North Austin, TX 78752 512-452-3300  
Moody National Katy EC-Houston MT, LLC, Houston I-10W Energy Corridor, TX, 11333 Katy Freeway Houston, TX 77079 713-935-0022  
RLJ III - HA Houston Galleria Lessee, LP, Houston-Near the Galleria, TX, 4500 Post Oak Pkwy. Houston, TX 77027 713-871-9911  
Esmeralda Hospitality Limited, Houston-Northwest, TX, 20035 Northwest Freeway Houston, TX 77065 281-890-2299  
CNI THL OPS, LLC, Laredo, TX, 7903 San Dario Laredo, TX 78045 956-717-8888  
MHF San Antonio Operating IV LLC, San Antonio-Downtown (River Walk Area),, 414 Bowie Street San Antonio, TX 78205 210-225-8500  
Apple Ten Hospitality Texas Services, Inc., Austin-NW/Arboretum, TX, 3908 West Braker Lane Austin, TX 78759 512-349-9898  
Heritage Inn Number XVII. Opco, L.L.C., Abilene, TX, 3917 Ridgemont Drive Abilene, TX 79606 325-695-0044  
Ambrosia Hospitality LLC, Waco, TX, 4259 North I-35 Waco, TX 76705 254-412-1999  
Heritage Inn Number XXI. Opco, L.L.C., Lubbock, TX, 4003 South Loop 289 Lubbock, TX 79423 806-795-1080  
Moody National Austin-GOVR MT, LLC, Austin/Airport Area South, TX, 4141 Governors Row Austin, TX 78744 512-442-4040  
VMV, L.L.C., Houston/Baytown, TX, 7211 Garth Rd. Baytown, TX 77521 281-421-1234  
Collin Hospitality, L.P., Plano/North Dallas, TX, 4901 Old Shepard Place Plano, TX 75093 972-519-1000

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Heritage Inn Number XXX. Opco, L.L.C., Fort Worth Southwest Cityview, TX, 4799 SW Loop 820 Fort Worth, TX 76132 817-346-7845  
RT-Las Colinas Associates, L.P., Dallas/Irving-Las Colinas, TX, 820 West Walnut Hill Lane Irving, TX 75038 972-753-1232  
NPAK, Inc., Weatherford, TX, 2524 S. Main Street Weatherford, TX 76087 817-599-4800  
Heritage Inn Number XXIV. Opco, L.L.C., San Angelo, TX, 2959 Loop 306 San Angelo, TX 76904 325-942-9622  
Heritage Inn Number XXXVIII. Opco, L.L.C., Houston/Stafford, TX, 4714 Techniplex Dr. Stafford, TX 77477 281-565-0559  
KRNS, L.C., Killeen, TX, 2702 O.W. Curry Drive Killeen, TX 76542 254-554-7110  
Texoma Hospitality, Inc., Sherman, TX, 2904 Michelle Drive Sherman, TX 75090 903-893-9333  
Heritage Inn of Willowbrook Opco, L.L.C., Houston-Willowbrook Mall, TX, 7645 West FM 1960 Houston, TX 77070 281-955-2400  
Highway 290 Hotel Partnership, Ltd., Houston-Brookhollow, TX, 12909 Northwest Freeway Houston, TX 77040 713-939-7100  
Techno Hospitality LP, Kerrville, TX, 2038 Sidney Baker Street Kerrville, TX 78028 830-257-0600  
Humble Capital Group, L.L.C., Houston/Humble, TX, 20515 Highway 59 North Humble, TX 77338 281-446-4800  
Heritage Hotels Marble Falls, LLC (f/k/a Heritage, Marble Falls-On The Lake, TX, 704 First Street Marble Falls, TX 78654 830-798-1895  
Beaumont Hotel 3795 LLC, Beaumont, TX, 3795 I-H10 South Beaumont, TX 77705 409-840-9922  
Eagle Pass Hospitality of Texas Ltd., Eagle Pass, TX, 3301 E. Main Street Eagle Pass, TX 78852 830-757-5565  
Happy Lodging, Inc., Marshall, TX, 5100 South East End Boulevard Marshall, TX 75672 903-927-0079  
Paris Hospitality, Inc., Paris, TX, 3563 NE Loop 286 Paris, TX 75460 903-784-6536  
Apple Ten Hospitality Texas Services, Inc., Austin-Round Rock, TX, 110 Dell Way Round Rock, TX 78664 512-248-9100  
Silverwest-I Northwoods (H) LLC, San Antonio-Northwoods, TX, 2127 Gold Canyon Drive San Antonio, TX 78232 210-404-1144  
Lindale Lodging, L.P., Lindale/Tyler Area, TX, 3505 South Main Lindale, TX 75771 903-882-1002  
Omkar Enterprises Pearland, LP, Houston/Pearland, TX, 6515 Broadway Street Pearland, TX 77581 832-736-9977  
S & S Union Inc., Houston/Deer Park-Ship Channel Area, TX, 1450 Center Street Deer Park, TX 77536 281-930-9091  
Midland Platinum, LLC, Midland, TX, 5011 West Loop 250 North Midland, TX 79707 432-520-9600  
J & B Hotel, Inc., Corpus Christi-Northwest/I-37, TX, 11233 Interstate Highway 37 Corpus Christi, TX 78410 361-241-9300  
Seabrook Hospitality, LP, Houston NASA (Johnson Space Center), TX, 3000 Nasa Road One Seabrook, TX 77586 281-532-9200  
ODHI Development, L.P., Odessa, TX, 3923 John Ben Sheppard Pkwy Odessa, TX 79762 432-363-2900  
Fort Stockton Hospitality, Inc., Fort Stockton, TX, 2271 West Interstate 10 Fort Stockton, TX 79735 432-336-9600  
Elegant Hospitality Company, LLC, Livingston, TX, 1510 US Highway 59 South Loop Livingston, TX 77351 936-327-2300  
Golden Victoria Hospitality, LLC, Victoria, TX, 7006 North Navarro Victoria, TX 77904 361-573-9911  
Heritage Inn Number LXX. Opco, L.L.C., Wichita Falls-Sikes Senter Mall, TX, 4217 Kemp Blvd. Wichita Falls, TX 76308 940-692-1999  
R&R Hospitality of TX, Inc., Kingsville, TX, 2489 South U.S. Hwy 77 Kingsville, TX 78363 361-592-9800  
ABN Hospitality LLC, Hillsboro, TX, 102 Dynasty Drive Hillsboro, TX 76645 254-582-9100  
Brownwood Hospitality Group, Inc., Brownwood, TX, 1103 Riverside Drive Brownwood, TX 76801 325-641-1122



## EXHIBIT A

Spar Enterprises LP, Seguin, TX, 1130 Larkin Ave Seguin, TX 78155 830-3794400  
Rockwall RMKP, LP, Dallas-Rockwall, TX, 1549 Laguna Drive Rockwall, TX 75087 469-698-9494  
Summer Hill Management, LLC, Orange, TX, 2080 Interstate 10 West Orange, TX 77632 409-883-2500  
ANG Alpine Hospitality LLC, Alpine, TX, 2607 West Highway 90 Alpine, TX 79830 432-837-7344  
ANG Pecos Hospitality LLC, Pecos, TX, 215 South Frontage Road I-20 West Exit 39 Pecos, TX 79772 432-447-0174  
TXHP Sweetwater Opco, L.L.C., Sweetwater, TX, 302 SE Georgia Avenue Sweetwater, TX 79556 325-235-3337  
UAL PLAZA LLC, Uvalde, TX, 2714 E. Main Street Highway 90 Uvalde, TX 78801 830-278-1300  
Hillsboro Hospitality LLC, Alice, TX, 3135 East Main Street Alice, TX 78332 361-664-1111  
PMP Duncan, LLC, Pampa, TX, 2820 North Perryton Parkway Pampa, TX 79065 806-669-1555  
Cox Hospitality Group, LLC, Sulphur Springs, TX, 1202 Mockingbird Lane Sulphur Springs, TX 75482 903-439-4646  
Joseph D. Rogers and Joan P. Rogers, Vernon, TX, 4131 Western Trail Drive Vernon, TX 76384 940-552-2100  
SunBridge Hospitality, Inc., La Grange, TX, 1624 W State Hwy 71 La Grange, TX 78945 979-968-4900  
Centerpointe Partners @ Texas, LLC, Houston I-10 East, TX, 10505 East Freeway Houston, TX 77029 713-997-8181  
Van Horn Lodging LLC, Van Horn, TX, 1921 SW Frontage Road Van Horn, TX 79855 432-283-0088  
Windsor Hotel Group, LLC, Kilgore, TX, 3109 Highway 259 North Kilgore, TX 75662 903-983-3300  
R & H Hospitality, LLC, Austin/Oak Hill, TX, 6401 US Hwy 290 West Austin, TX 78735 512-891-7474  
Cotulla Jay LLC, Cotulla, TX, 659 North Baylor Avenue Cotulla, TX 78014 830-879-5123  
SCD HBV, LLC, Beeville, TX, 301 South Hall Street Beeville, TX 78102 361-362-2100  
Pleasanton Jay LLC, Pleasanton, TX, 2057 West Oaklawn Road Pleasanton, TX 78064 830-569-3001  
Rizo Hotels LLC, Carrizo Springs, TX, 2651 North US Highway 83 Carrizo Springs, TX 78834 830-876-9160  
H&S Alang, LLC, Pearsall, TX, 604 S. Lindsey Lane Pearsall, TX 78061 830-505-7243  
Temple Sixty Forty, LLC, Temple, TX, 3816 South General Bruce Drive Temple, TX 76502 254-770-5400  
ALH Properties No. Twenty One, L.P., Houston Downtown, TX, 710 Crawford Street Houston, TX 77002 713-224-0011  
Krishna Kenedy LLC, Kenedy, TX, 4091 South US Hwy 181 Kenedy, TX 78119 830-583-9277  
Snyder Lodging Group, LLC, Snyder, TX, 1801 East Roby Highway Snyder, TX 79549 325-515-7555  
Ozona Hospitality Group, LLC, Ozona, TX, 816 14th Street Ozona, TX 76943 325-392-1449  
Kyle Hospitality, LLC, Kyle, TX, 151 Bunton Creek Rd Kyle, TX 78640 512-268-9042  
LHSH, LTD, Bulverde/Spring Branch, TX, 499 Singing Oaks Spring Branch, TX 78070 830-438-5007

## UTAH

Bien Venue, Inc., Salt Lake City/Sandy, UT, 10690 S. Holiday Park Dr. Sandy, UT 84070 801-571-0800  
Dixie Paradise Management, Inc., St. George, UT, 53 North River Road St George, UT 84790 435-652-1200

## **EXHIBIT A**

Cottontree Hospitality Group, an Idaho limited par, Salt Lake City-North, UT, 2393 South 800 West Woods Cross, UT 84087 801-296-1211  
The Inn Group, L.L.C., Salt Lake City-Downtown, UT, 425 South 300 West Salt Lake City, UT 84101 801-741-1110  
Mountainview Hospitality Group LLC, Provo, UT, 1511 South 40 East Provo, UT 84606 801-377-6396  
West Wasatch Hotels, LC, Salt Lake City/Murray, UT, 606 West 4500 South Salt Lake City, UT 84123 801-293-1300  
Kent O. Clausen, Mary H. Clausen, Cal A. Clause, Salt Lake City/Layton, UT, 1700 N. Woodland Park Drive Layton, UT 84041 801-775-8800  
Great American Motor Inn, Inc., Tooele, UT, 461 South Main Street Tooele, UT 84074 435-843-7700  
Dee's Inc., Salt Lake City-Central, UT, 2055 South Redwood Road Salt Lake City, UT 84104 801-886-0703  
SP Management HIE/H (Cedar), LLC, Cedar City, UT, 1145 S. Bentley Boulevard Cedar City, UT 84720 435-586-5000  
Weston Logan, Inc., Logan, UT, 1665 North Main Street Logan, UT 84341 435-713-4567  
Shiv Krupa, LLC, Richfield, UT, 1100 West 1350 South Richfield, UT 84701 435-896-6666  
Northern Lodging, LLC, Tremonton, UT, 2145 West Main Street Tremonton, UT 84337 435-257-6000  
MSO, LLC, Lehi-Thanksgiving Point, UT, 3576 North Ashton Blvd. Lehi, UT 84043 801-766-1186  
James P. Koehler, Moab, UT, 488 North Main Street Moab, UT 84532 435-259-3030  
Biji L.L.C., Brigham City, UT, 40 N. Main Street Brigham City, UT 84302 435-538-7080  
Kanab Utah Hotels, LLC, Kanab, UT, 98 S 100 E Kanab, UT 84741 435-644-8282  
Millrock Hotel Partners, LLC, Salt Lake City Cottonwood, UT, 3210 E. Millrock Dr. Holladay, UT 84121 801-871-1919

### **VERMONT**

Crystal Clear Hospitality LLC, Colchester, VT, 42 Lower Mountain View Drive Colchester, VT 05446 802-655-6177  
Butson White River Junction II, LLC, White River Junction, VT, 104 Ballardvale Drive White River Junction, VT 05001-3830 802-296-2800  
Cousins Bennington Hotel, LLC, Bennington, VT, 51 Hannaford Square Bennington, VT 05201 802-440-9862  
1378 Putney LLC and All Narayan Brattleboro LLC, Brattleboro, VT, 1378 Putney Road Brattleboro, VT 05301 802-254-5700  
Butson Rutland, LLC, Rutland, VT, 47 Farrell Road Rutland, VT 05701 802-773-9066  
PeakCM Lake Street Hotel, LLP, St Albans, VT, 43 Lake Street St Albans, VT 05478 802-528-5020

### **VIRGINIA**

I & B Services, Inc., Charlottesville, VA, 2035 India Rd Charlottesville, VA 22901 434-978-7888  
4800 Hotel Properties, LLC, Alexandria Pentagon S, VA, 4800 Leesburg Pike Alexandria, VA 22302 703-671-4800  
JEM Hospitality Group, LLC, Winchester-University/Mall Area, VA, 640 East Jubal Early Drive Winchester, VA 22601 540-667-8011  
AHIP VA Harrisonburg Enterprises LLC, Harrisonburg, VA, 85 University Boulevard Harrisonburg, VA 22801 540-432-1111  
701 Woodlake Drive, LLC, Norfolk/Chesapeake(Greenbrier Area), VA, 701 Woodlake Dr. Chesapeake, VA 23320 757-420-1550  
Fair Lee Associates Limited Partnership, Fairfax City, VA, 10860 Fairfax Boulevard Fairfax, VA 22030 703-385-2600

## EXHIBIT A

LHF2 Norfolk, LLC, Norfolk/Virginia Beach, VA, 5793 Greenwich Rd. Virginia Beach, VA 23462 757-490-9800  
HIT Portfolio I HIL TRS, LLC, Norfolk-Naval Base, VA, 8501 Hampton Boulevard Norfolk, VA 23505-1009 757-489-1000  
Chester I, LLC, Chester, VA, 12610 Chestnut Hill Road Chester, VA 23836 804-768-8888  
Sudley Inn Partnership, Manassas, VA, 7295 Williamson Blvd. Manassas, VA 20109 703-369-1100  
Shamin - HAM, Inc., Petersburg/Hopewell, VA, 5103 Plaza Drive Hopewell, VA 23860 804-452-1000  
Cox II, LLC, Richmond-West, VA, Innsbrook-10800 W. Broad St. Glen Allen, VA 23060 804-747-7777  
HI of Staunton, L.L.C., Staunton, VA, 40 Payne Lane Staunton, VA 24401 540-886-7000  
United Investors Virginia, L.C., Wytheville, VA, 950 Pepper's Ferry Road Wytheville, VA 24382 276-228-6090  
M & T Ventures, L.L.C., South Hill, VA, I-85 U.S. 58 200 Thompson St. South Hill, VA 23970 434-447-4600  
Virginia Eastern Company, L.L.C., Salem East-Electric Road, VA, 1886 Electric Road Salem, VA 24153 540-776-6500  
Riverside Motel Corp., Danville, VA, 2130 Riverside Drive Danville, VA 24540 434-793-1111  
HI of Lexington, LLC, Lexington-Historic Area, VA, 401 E. Nelson Street Lexington, VA 24450 540-463-2223  
Paras Corporation, Stafford/Quantico & Conference Center, V, 2925 Jefferson Davis Hwy. Stafford, VA 22554 540-657-0999  
Dulles South Hospitality LLC, Washington-Dulles Int'l. Apt. So., 4050 Westfax Dr. Chantilly, VA 20151 703-818-8200  
Daly GC, Inc., Martinsville, VA, 50 Hampton Drive Martinsville, VA 24112 276-647-4700  
Horizon Partners II, LLC, Petersburg/Ft. Lee, VA, 11909 South Crater Road Petersburg, VA 23805 804-732-1400  
PD Lodging Associates, LLC, Roanoke/Hollins - I-81, VA, 7922 Plantation Rd. Roanoke, VA 24019 540-563-5656  
HOSPITALITY TWO, L.C., Richmond-Southwest (Hull Street), VA, 3620 Price Club Boulevard Midlothian, VA 23112 804-675-0000  
Milo C. Cockerham, Inc., Hillsville, VA, 90 Farmers Market Road Hillsville, VA 24343 276-728-2345  
Atlantic Host, LLC, Abingdon, VA, 340 Commerce Drive Abingdon, VA 24211 276-619-4600  
Shanti Investments, Inc., Richmond-North/Ashland, VA, 705 England Street Ashland, VA 23005 804-752-8444  
Hospitality Midlothian, L.C., Richmond-Midlothian Turnpike, VA, 800 Research Road Richmond, VA 23236 804-897-2800  
RFI Woodbridge Lessee LLC, Potomac Mills/Woodbridge, VA, 1240 Annapolis Way Woodbridge, VA 22191 703-490-2300  
Smital Corporation, Dumfries/Quantico, VA, 16959 Old Stage Road Dumfries, VA 22025 703-441-9900  
Aikens & Allen L.P., L.L.P., Winchester-N/Conference Center, VA, 1204 Berryville Avenue Winchester, VA 22601 540-678-4000  
Newport Associates, L.L.C., Newport News-Yorktown, VA, 151 Ottis Street Newport News, VA 23602 757-989-8977  
Quality Oil Company, LLC, Christiansburg/Blacksburg, 380 Arbor Drive Christiansburg, VA 24073 540-381-5874  
Shamin-Mechanicsville Hospitality, L.C., Richmond-Mechanicsville, VA, 7433 Bell Creek Road Mechanicsville, VA 23111-3452 804-559-0559  
MJS Corporation, Alexandria-Old Town/King St., VA, 1616 King Street Alexandria, VA 22314 703-299-9900  
Cascades Hospitality Corporation, Dulles/Cascades, VA, 46331 McClellan Way Sterling, VA 20165 703-450-9595  
HI of Waynesboro, LLC, Waynesboro/Stuarts Draft, VA, 15 Four Square Lane Fishersville, VA 22939 540-213-9500  
Jayam, Inc., Dublin, VA, 4420 Cleburne Boulevard Dublin, VA 24084 540-674-5700

## EXHIBIT A

Aikens Corporation, Front Royal, VA, 9800 Winchester Road Front Royal, VA 22630 540-635-1882  
Hariaum Corporation, Ft. Chiswell/Max Meadows, VA, 199 Ft. Chiswell Road Max Meadows, VA 24360 276-637-4027  
MST Hospitality, LLC, Stony Creek/Petersburg Area, VA, 10476 Blue Star Highway Stony Creek, VA 23882 434-246-5500  
AHIP VA Emporia Enterprises LLC, Emporia, VA, 898 Wiggins Road Emporia, VA 23847 434-634-9200  
Sunchase Inn, LLC, Farmville, VA, 300 Sunchase Boulevard Farmville, VA 23901 434-392-8826  
Vishram, LLC, Gainesville/Haymarket, VA, 7300 Atlas Walk Way Gainesville, VA 20155 703-753-1500  
Audubon IV, LLC, Richmond/Airport, VA, 421 International Center Drive Sandston, VA 23150 804-226-1888  
Paradise II, LLC, Hampton/Newport News, VA, 3101 Coliseum Drive Hampton, VA 23666 757-838-1400  
Roslyn Hotel, LLC, Petersburg/Southpark Mall, VA, 403 East Roslyn Road Colonial Heights, VA 23834 804-520-7333  
11th Street, L.C., Virginia Beach/Oceanfront South, VA, 1011 Atlantic Avenue Virginia Beach, VA 23451 757-965-2300  
Ebbitt Corporation, Gloucester, VA, 6638 Forest Hill Avenue Gloucester, VA 23061 804-693-9393  
AHIP VA Harrisonburg II Enterprises LLC, Harrisonburg-South, VA, 43 Covenant Drive Harrisonburg, VA 22801 540-437-0090  
Highlands of Warrenton, L.L.C., Warrenton, VA, 501 Blackwell Road Warrenton, VA 20186 540-349-4200  
Raga Corporation, Galax, VA, 205 Cranberry Road Galax, VA 24333 276-238-4605  
Centerbrooke Hospitality LLC, Suffolk, VA, 1017 Centerbrooke Lane Suffolk, VA 23434 757-935-5880  
Ocean Ranch Motel Corporation, Virginia Beach-Oceanfront North, VA, 3107 Atlantic Avenue Virginia Beach, VA 23451 757-428-7233  
Hambell LLC, Richmond/South, VA, 4300 Commerce Road Richmond, VA 23234 804-743-3550  
SRK Investments, Inc., Dahlgren, VA, 16450 Commerce Drive King George, VA 22485 540-625-2333  
Supreme Hospitalty, L.L.C., Salem, VA, 450 Litchell Road Salem, VA 24153 540-389-2424  
AKTA ENTERPRISES, INC., Covington, VA, 701 Carlyle Street Covington, VA 24426 540-962-1200

### WASHINGTON

West Valley Hospitality LLC, Seattle/Southcenter, WA, 7200 South 156th Street Tukwila, WA 98188 425-228-5800  
Airport Investment Company, Inc., Seattle-Airport, WA, 19445 International Boulevard Seattle, WA 98188 206-878-1700  
Vandervert North, L.L.C., Spokane, WA, 2010 S. Assembly Road Spokane, WA 99224 509-747-1100  
Oakwood Inns, L.L.C., Richland/Tri-Cities, WA, 486 Bradley Boulevard Richland, WA 99352 509-943-4400  
Tri States Development - Ellensburg, LLC, Ellensburg, WA, 2705 Triple L Loop Ellensburg, WA 98926 509-933-1600  
Everett Hospitality Company, LLC, Seattle/Everett Downtown, WA, 2931 West Marine View Drive Everett, WA 98201 425-349-4466  
Southridge Hospitality LLC, Kennewick at Southridge, WA, 3715 Plaza Way Kennewick, WA 99338 509-820-3023

### WEST VIRGINIA

Motel Property Development Corporation, Wheeling, WV, 795 National Road Wheeling, WV 26003 304-233-0440

## EXHIBIT A

HIT Portfolio I HIL TRS, LLC, Morgantown, WV, 1053 Van Voorhis Road Morgantown, WV 26505 304-599-1200  
HIT Portfolio I HIL TRS, LLC, Beckley, WV, 110 Harper Park Drive Beckley, WV 25801 304-252-2121  
Bridgeport Hotel Limited Partnership, Bridgeport/Clarksburg, WV, 1515 Johnson Ave. Bridgeport, WV 26330 304-842-9300  
Charleston, WV Hotel Limited Partnership, Charleston-Downtown, WV, 1 Virginia Street West Charleston, WV 25302 304-343-9300  
Hospitality Ventures Limited Liability Company, Charleston-Southridge, WV, 1 Preferred Place Charleston, WV 25309 304-746-4646  
Brier Properties, L.L.C., Summersville, WV, 5400 Webster Road Summersville, WV 26651 304-872-7100  
Winchester Hospitality, LLC, Martinsburg, WV, 975 Foxcroft Avenue Martinsburg, WV 25401 304-267-2900  
Bridgeport Interstate Hotels, LLC, Princeton, WV, 277 Meadowfield Lane Princeton, WV 24740 304-431-2580  
Gateway Hospitality MWH, LLC, Parkersburg-Mineral Wells, WV, 64 Elizabeth Pike Mineral Wells, WV 26150 304-489-2900  
Gateway Hospitality Barboursville, LLC, Huntington/Barboursville, WV, 1 Cracker Barrel Drive Barboursville, WV 25504 304-733-5300  
Gateway Hospitality Hurricane, LLC, Winfield/Teays Valley, WV, 511 State Route 34 Hurricane, WV 25526 304-760-7292  
Mayfair Hotels, Inc., Buckhannon, WV, 1 Commerce Boulevard Buckhannon, WV 26201 304-473-0900  
Aikens Corporation, Martinsburg South-Inwood, WV, 4758 Gerrardstown Road Inwood, WV 25428 304-229-6677  
Brier Properties, L.L.C., Lewisburg, WV, 30 Coleman Drive Lewisburg, WV 24901 304-645-7300  
RSS UBSCM2012C1-WV MWH, LLC, Elkins, WV, 480 Plantation Drive Elkins, WV 26241 304-630-7500  
Cabell Hotel Company, LLC, Huntington University Area, WV, 177 Kinetic Drive Huntington, WV 25701 304-523-8001  
PVH Development Co., L.P., Fairmont, WV, 2121 Pleasant Valley Road Fairmont, WV 26554 304-363-4999  
SRI KRISHNA, LLC, Weston, WV, 76 Hospitality Way Weston, WV 26452 304-997-8750

## WISCONSIN

Lovers Lane Road LLC, Milwaukee-Northwest, WI, 5601 N. Lover's Lane Rd. Milwaukee, WI 53225-2201 414-466-8881  
Midwest Lodging Investors IV, LLC, Milwaukee/Brookfield, WI, 575 North Barker Road Brookfield, WI 53045 262-796-1500  
Madison East Lodging Investors, LLC, Madison-East Towne Mall Area, WI, 4820 Hayes Rd. Madison, WI 53704 608-244-9400  
OAB GreenBay Hotel, LLC, Green Bay, WI, 2840 Ramada Way Green Bay, WI 54304-5786 920-498-9200  
OBOS ECH, LLC, Eau Claire, WI, 2622 Craig Road Eau Claire, WI 54701 715-833-0003  
Grand Valley Hospitality, LLC, Janesville, WI, 2400 Fulton Street Janesville, WI 53546 608-754-4900  
Midwest Lodging Investors X, LLC, Appleton-Fox River Mall Area, WI, 350 Fox River Drive Appleton, WI 54913 920-954-9211  
MKE Hospitality LLC, Milwaukee-Airport, WI, 1200 West College Avenue Milwaukee, WI 53221 414-762-4240  
First Lodging Partners IV Limited Partnership, Wausau, WI, 615 S. 24th Avenue Wausau, WI 54401 715-848-9700  
OAB Onalaska Hotel, LLC, Lacrosse/Onalaska, WI, 308 Hampton Court Onalaska, WI 54650 608-779-5000  
Village Park Hospitality, L.L.C., Plover/Stevens Point, WI, 3090 Village Park Drive Plover, WI 54467 715-295-9900  
Elkhorn Hotel LLC, Elkhorn Lake Geneva Area, WI, 40 West Hidden Trail Elkhorn, WI 53121 262-743-2360

## **EXHIBIT A**

R & M Stump Investments, LLC, Tomah, WI, 219 Buan Street Tomah, WI 54660 608-374-3800  
Burlington Hotel Group, LLC, Burlington, WI, 400 N. Dodge Street Burlington, WI 53105 262-767-1900  
Fund 0123 L.L.C., Beloit, WI, 2700 Cranston Road Beloit, WI 53511 608-362-6000  
PHVIF Green Bay, LLC, Green Bay Downtown, WI, 201 Main Street Green Bay, WI 54301 920-437-5900  
A2N2 LLC, Fond du Lac, WI, 77 N. Pioneer Road Fond du Lac, WI 54935 920-933-6767  
OBOS SHI, LLC, Superior, WI, 66 E 2nd St Superior, WI 54880 715-718-2723

### **WYOMING**

PJP Enterprises, Inc., Cheyenne, WY, 1781 Fleischli Parkway Cheyenne, WY 82001 307-632-2747  
Ghazanfar Khan, Mohammed Khan & Zulfigar Khan, Gillette, WY, 211 Decker Court Gillette, WY 82716 307-686-2000  
Snowy Range Hotel Company, LLC, Laramie, WY, 3715 East Grand Avenue Laramie, WY 82070 307-742-0125  
Timberline Hospitality, Rock Springs, WY, 1901 Dewar Drive Rock Springs, WY 82901 307-382-9222  
Prime Lodging, Inc., Sheridan, WY, 980 Sibley Circle Sheridan, WY 82801 307-673-2734  
Estes Hospitality, LLC, Rawlins, WY, 406 Airport Road Rawlins, WY 82301 307-324-2320  
SIVM Motel, Inc., Evanston, WY, 101 Wasatch Road Evanston, WY 82930 307-789-5678  
Jackson Hotel, LLC, Jackson Hole, WY, 350 S. Hwy. 89 Jackson, WY 83002 307-733-0033

## **SIGNED BUT NOT YET OPENED**

### **ARIZONA**

Queen Creek Hospitality Group LLC, Queen Creek, AZ, NWQ of E Maya Rd and S Ellsworth Rd Queen Creek, AZ 85242  
FHG Dtn Tucson Owner, LLC, Tucson Downtown, AZ, 141 South Stone Ave Tucson, AZ 85701  
Williams Hotels LLC, Williams, AZ, NEQ Rodeo Rd and Grand Canyon Blvd 160-410 Rodeo Rd Williams, AZ 86046

### **ARKANSAS**

G&G Hospitality Whitten Development LLC, Batesville, AR, SWQ of Harrison St Jennings Ln Batesville, AR 72501

### **CALIFORNIA**

Newport Taft, Inc., Cardiff San Diego, CA, 1661 Villa Cardiff Dr. Cardiff, CA 92007 760-9440427  
Eastlake Lodging Inc., Chula Vista Eastlake, CA, 2424 Fenton St Chula Vista, CA 91914  
River Park Hospitality, Inc., Fresno Airport, CA, 1515 N Peach Ave Fresno, CA 93727 559-486-1532  
LIAM Investments, LLC, Hanford, CA, SEQ of 12th Ave and Highway 198 Hanford, CA 93230

## **EXHIBIT A**

Deep Sea Hospitality, LLC, Lake Forest - Irvine Spectrum, CA, 23021 Lake Center Drive Lake Forest, CA 92630  
Sagar Patel, Menlo Park, CA, 1704 El Camino Real Menlo Park, CA 94025  
BPR Properties Mountain View, LLC, Mountain View Palo Alto, CA, 2300 El Camino Real Mountain View, CA 94040  
SIRRR, LLC, North Hollywood, CA, 12409 Victory Blvd. North Hollywood, CA 91606  
40740 Highway 41 Oakhurst LLC, Oakhurst-Yosemite, CA, 40740 Highway 41 Oakhurst, CA 93644  
Oak 378, LLC, Oakland Downtown-City Center, CA, 378 11th Street Oakland, CA 94607  
Tulsee J. Nathu and Payal Nathu, Oakland Emeryville, CA, NWQ of I-580 and Mandela Pkwy Oakland, CA 94608  
The Inns at Buena Vista Creek, LP, Oceanside, CA, SWQ S.R. 78 Jefferson Way Oceanside, CA 92054  
Patterson Lodging Inc., Patterson, CA, NWQ of Sperry Av. and Park Center Patterson, CA 95363  
Greens Market Street LLC, Riverside Downtown, CA, 5th Market Street Riverside, CA 92501  
Greens Inv 2, LLC, Riverside March Air Force Base, CA, NWQ Opportunity Way Van Buren Blvd. Riverside, CA 92508  
Cupertino De Anza Hospitality, LLC, San Jose-Cupertino, CA, 1090 S De Anza Blvd San Jose, CA 95129  
Dhillon Goyal Hotel Group LLC, San Ramon, CA, 2231 Omega Rd San Ramon, CA 94583  
Prince Hospitality, LLC, Santa Clarita-Valencia, CA, SEQ of Newhall Ranch Rd and Vanderb Santa Clarita, CA 91355  
Praful Patel, Santa Cruz West, CA, 2424 Mission Street Santa Cruz, CA 95060  
SAK Hospitality, Inc., Vallejo, CA, 1596 Fairgrounds Dr Vallejo, CA 94589 707-554-9655  
WC Hotel LP, Woodland Hills, CA, 21322 Oxnard Street Woodland Hills, CA 91367

### **COLORADO**

Bob G. Patel, Aurora Medical Center Denver, CO, Peoria Street East 25th Avenue Aurora, CO 80010  
Dreamcatcher Colorado Springs, LLC, Colorado Springs I-25 Central, CO, I-25 Academy Blvd. North Colorado Springs, CO  
Virendra Patel, Colorado Springs Northeast, CO, 5660 Barnes Road Colorado Springs, CO 80917  
Oliver Companies, Inc., Lakewood Denver Southwest, CO, 2535-76 S. Wadsworth Blvd. Lakewood, CO 80227  
Amrik Singh and Daljit Hothi, Thornton Denver, CO, 12196 Grant Circle Thornton, CO 80241

### **FLORIDA**

BPS Partners, LLC, Callaway, FL, East Side Tyndall Pkwy N Callaway, FL 32404  
B.A. Hospitality, LLC, Clewiston, FL, 305 W Sugarland Hwy Clewiston, FL 33440  
PHG Acquisitions, LLC, Delray Beach, FL, SE Fifth Avenue and SE 2nd Street Delray Beach, FL 33483  
AV FLORIDA HOTEL, LLC, Dunedin, FL, 2641 Michael Place Dunedin, FL 34698  
Ravi B. Patel, Fort Myers Downtown, FL, South Cleveland Avenue and McGregor Boulevard Fort Meyers, FL 33901  
Sameet Patel, Ft. Lauderdale Airport North Dixie Hwy,, 1851 S. Federal Hwy Fort Lauderdale, FL 33316

## **EXHIBIT A**

Hollywood Downtown Hotel, LLC, Hollywood I-95 Hollywood Blvd, FL, 2638 Polk Street Hollywood, FL 33020  
Key West Hotels, LLC, Key West, FL, 3755 S. Roosevelt Boulevard Key West, FL 33040 305-296-3500  
Magnolia 71 LLC, Marianna I-10, FL, Corner of Magnolia Rd FL Hwy 71 Marianna, FL 32448  
Sukkah Miami Beach Acquisitions, LLC, Miami Beach - Mid Beach, FL, 4000 Collins Ave Miami Beach, FL 33140 305-532-4999  
Mike Desai, Pinellas Park St. Petersburg, FL, 3845 Park Boulevard Pinellas Park, FL 33781  
Liberty Tampa Holdings, LLC, Tampa Downtown Channel District, FL, 1155 East Kennedy Boulevard Tampa, FL 33602 813-525-9900  
Trinity Hotel Group, LLC, Trinity, FL, SWQ SR 54 Trinity Blvd. Trinity, FL 34556  
Nassau Property, LLC, Yulee, FL, I-95 State Route 200 Yulee, FL 32097

### **GEORGIA**

Four J S Family LLLP, Columbus Downtown, GA, 1201 Broadway Avenue Columbus, GA 31901  
U.S. Hospitality Management, LLC, Locust Grove, GA, 345 Tanger Blvd. Locust Grove, GA 30248 678-782-7501

### **IDAHO**

TR2, LLC, Burley, ID, 530 W 5th Street Burley, ID 83318

### **ILLINOIS**

IMD Gateway Partners, LLC, Chicago Illinois Medical District, IL, 2020 W Ogden Ave Chicago, IL 60612  
Wrigley Hospitality, Inc., Chicago Orland Park, IL, 16160 LaGrange Rd Orland Park, IL 60462  
Vinayaka Hospitality Oakbrook LLC, Oak Brook Chicago, IL, 1909 Spring Road Oak Brook, IL 60523  
D & D Lodging, L.L.C., O'Fallon, IL, 430 Regency Park O'Fallon, IL 62269

### **INDIANA**

J. Enterprises, Inc., Franklin, IN, I-65 and SR 44 Paris Drive Franklin, IN 46131  
Indy Canal Lodging Associates, LLC, Indianapolis Canal IUPUI, IN, 414 W Vermont St Indianapolis, IN 46202  
Lebanon Hospitality L.L.C., Lebanon, IN, SWQ of US 32 I-65 Lebanon, IN 46052  
New Albany Hospitality, L.L.C., New Albany, IN, 411 W. Spring St New Albany, IN 47150 812-945  
Rahee Hospitality Inc., Wabash, IN, SEQ of Wedcor Avenue and Cass St Wabash, IN 46992  
CAM Hospitality Inc., Washington, IN, 7 Cumberland Dr. Washington, IN 47501

### **IOWA**

Broomstick Lodging LLC, Cedar Falls Downtown, IA, NW Corner of 1st St. Main St. Cedar Falls, IA



## **EXHIBIT A**

### **KANSAS**

Gardner Hospitality, LLC, Gardner, KS, 151 S. Cedar Niles Rd. Gardner, KS 66030 913-856-2100

### **KENTUCKY**

Cave City Hospitality, LLC, Cave City, KY, Sanders Street NEQ of I-65 Hwy 90 Cave City, KY 42127

La Grange Hospitality, LLC, La Grange, KY, 807 South First Street NEQ of I-71 Exit 22 and Highway 5 La Grange, KY 40031

Sainath Hospitality, LLC, Oak Grove Fort Campbell, KY, 164 Naomi Lane Oak Grove, KY 42262

Rolling Hills Richwood II, LLC, Richwood Cincinnati South, KY, 12929 Frogtown Connector Road Richwood, KY 41094

### **LOUISIANA**

I-10 Lodging, LLC, New Orleans East, LA, SEQ of Levy Rd and Bullard Ave New Orleans, LA 70128

### **MARYLAND**

Towson Hotel LLC, Towson, MD, 21 West Susquehanna Avenue Towson, MD 21204

### **MASSACHUSETTS**

Neil H. Patel, Boston Logan Airport Chelsea, MA, 200 2nd Street Chelsea, MA 02150

Parcel A Development Lessee, LLC, Boston Seaport, MA, 660 Summer St Boston, MA 02210

David L. Darling, Buzzards Bay Cape Cod Canal, MA, 25 Perry Avenue Buzzards Bay, MA 02532

4SQ Attleboro Realty LLC, North Attleboro, MA, 57 Draper Avenue North Attleboro, MA 02760

Paul R. Lohnes, Salem, MA, SWQ of Dodge St and Dodge St Court Salem, MA 01970

Westfield Barnes LLC, Westfield, MA, 39 Southampton Road Westfield, MA 01085 413-5646900

Concord Madison Woburn LLC, Woburn Boston, MA, 371 Washington Street Woburn, MA 01801

### **MICHIGAN**

Bloomfield Hills Hospitality Investment, LLC, Bloomfield Hills Detroit, MI, NEQ of S. Telegraph Rd. and Hood Rd. Bloomfield Hills, MI 48302

Sandip Patel, Niles, MI, 1432 South 11th Street Niles, MI 49120

### **MINNESOTA**

D & T Eden Prairie LLC, Eden Prairie Minneapolis, MN, 11825 Technology Drive Eden Prairie, MN 55344

AirLake Hospitality LLC, Lakeville Minneapolis, MN, Lot 2, Block 2, Lakeville Commerce Center Lakeville, MN 55044

## **EXHIBIT A**

### **MISSISSIPPI**

Virendra Patel, Gulfport Beach Boulevard, MS, US Highway 90 Gulfport, MS 39507

Sunny Desai, Jackson Fondren District, MS, NW corner of Old Canton and Duling Jackson, MS 39216

### **MISSOURI**

Crown hospitality LLC, Festus, MO, Lot 8, Shapiro Dr. Festus, MO 3028

Sedalia Properties, LLC, Sedalia, MO, 3909 West 9th Street Sedalia, MO 65301 660-951-1163

### **MONTANA**

West Yellowstone Lodging, LLC, West Yellowstone, MT, Gibbons Ave NEQ of Targhee Pass Hayden St. West Yellowstone, MT 59758

### **NEBRASKA**

Columbus Lodging, LLC, Columbus, NE, 23rd St. 36th Ave Columbus, NE 68601

Hastings Lodging 2, LLC, Hastings, NE, SE Corner of Osborne Dr. W. 33rd St. Hastings, NE 68901

### **NEVADA**

Fallon Hotels LLC, Fallon, NV, 82 Juanita Ct Fallon, NV 89406

LVB Giles LLC, Las Vegas Strip South, NV, NEQ of Giles St and E Mesa Verde Ln Las Vegas, NV 89123

### **NEW HAMPSHIRE**

MANI, LLC, Lincoln White Mountains, NH, Main Street Lots 2 and 3 of Map 12 Lincoln, NH 03251

### **NEW JERSEY**

Comsleep Properties, LLC, Cranbury, NJ, 1261 S. River Road Cranbury, NJ 08512 609-642-6440

SSN Egg Harbor LLC, Egg Harbor Township-Atlantic City, NJ, 6708 Tilton Road Egg Harbor Township, NJ 08234

Ketan Mehta, Lakewood, NJ, 1367 Highway 70 Lakewood, NJ 08701

Hook Mountain Associates LLC, Old Bridge, NJ, 300 Spring Valley Road Old Bridge, NJ 08857

C. Seaside Heights Hospitality, LLC, Toms River, NJ, 3226 Route 37 East Toms River, NJ 08753

WI Voorhees Hospitality, LLC, Voorhees Cherry Hill, NJ, 1000 Laurel Oak Road Voorhees, NJ 08043

### **NEW MEXICO**

Xenia LLC, Clovis, NM, 4407 N Prince St Clovis, NM 88101

## **EXHIBIT A**

Trushar Bhakta, Nimesh Patel and Piyush Patel, Santa Fe South, NM, 3430 Cerrillos Rd Santa Fe, NM 87501

### **NEW YORK**

Bay Plaza Hospitality Investors, LLC, Bronx New York City, NY, 2100 Bartow Avenue Bronx, NY 10475  
Willowbrook Hospitality, LLC, Buffalo - Amherst, NY, 1600 Amherst Manor Drive Buffalo/Amherst, NY 14221  
Skyline Hospitality LLC (NY), Cooperstown, NY, 4868 State Highway 28 Hartwick, NY 13326  
Lake Erie Hotel LLC, Dunkirk, NY, 3925 Vineyard Drive Dunkirk, NY 14048  
Catskill Hospitality Holding LLC, Monticello, NY, SE Quadrant of SR 42 SR 17 Golden Ridge Road Monticello, NY 12701  
231 Walton, LLC, Syracuse Downtown Armory Square, NY, 231 Walton Street Syracuse, NY 13202

### **NORTH CAROLINA**

Vaishno Devi Investment LLC, Albemarle, NC, 500 HWY 24 27 Bypass Albemarle, NC 28001  
LPCA, LLC, Black Mountain, NC, 306 Black Mountain Avenue Black Mountain, NC 28711 828-669-1000  
LNC Lodgings, LLC, Lexington, NC, 1243 Fairview Drive Lexington, NC 27292  
Wintergreen Hospitality, Inc., Smithfield Selma, NC, 120 Towne Centre Place Smithfield, NC 27577  
Seva Investments, LLC, Waynesville, NC, NW Quad HWY 74 Hyatt Creek Road Waynesville, NC 28786

### **OHIO**

Lee H. Pan, Dayton University Area, OH, 835 Edwin C. Moses Blvd Dayton, OH 45417  
Vineyard Hotel Group LLC, Madison, OH, 171 Water Tower Drive Madison, OH 44057 440-307-4450

### **OREGON**

Hiren "Chico" Patel, Redmond Bend Airport, OR, SEQ of US Hwy 97 SW Airport Way Redmond, OR 97756  
Sherwood Hospitality Group, LLC, Sherwood, OR, 21970 SW Alexander Lane Sherwood, OR 97140

### **PENNSYLVANIA**

HIH2 of Allentown Inc., Allentown West, PA, 4478 South Cedarbrook Road Allentown, PA 18103  
Skyworth Hospitality, LLC, Hamburg, PA, 70 Subsite A Wilderness Trail Hamburg, PA 19526  
Latrobe Hospitality Group LLC, Latrobe, PA, 3970 Route 30 Latrobe, PA 15650 724-539-0400  
KN Penn LLC, Pittsburgh-Children's Hospital Area, PA, 4520 Penn Avenue Pittsburgh, PA 15238

## **EXHIBIT A**

### **SOUTH CAROLINA**

Kali, Inc., Camden, SC, 122 Wall Street Camden, SC 29020 803-2720575  
Sycamore Greer, LLC, Greer Greenville, SC, Intersection of North Main Street East Poinsett Street Greer, SC 29651  
Sri Jai Jalaram, Inc., Hardeeville, SC, 104 Brooks Willis Drive Hardeeville, SC 29927

### **TENNESSEE**

Rajendra B. Bhakta, Antioch Nashville Southeast, TN, 5400 Mt. View Road Antioch, TN 37013  
Sapankumar Patel, Ashland City, TN, 1600 block of Tennessee 12 Ashland City, TN 37015  
David B. Hunt, Lexington, TN, NEQ of US I-40 and Route 22 Exit 108 Lexington, TN 38351  
Hunt Services, Inc., McMinnville, TN, 1560 Sparta Road McMinnville, TN 37110  
Sachchianand H Gulch, LLC, Nashville Downtown The Gulch, TN, 602 9th Avenue South Nashville, TN 37203  
Pleasant View Hospitality, LLC, Pleasant View, TN, 2606 Highway 49E Pleasant View, TN 37146  
Gopal Investments, L.L.C., Union City, TN, 2100 block of West Reelfoot Avenue Union City, TN 38261

### **TEXAS**

United Hotels, LLC, Andrews, TX, SWQ of Hwy 385 and NW Mustang Dr Andrews, TX 79714  
Fuego Financial LLC, Corpus Christi Packery Channel, TX, NWQ of S Padre Island Dr and Packer y Channel Park Rd Corpus Christi, TX 78418  
Belterra Hospitality, LLC, Dripping Springs, TX, SWQ of Hwy 290 and Nutty Brown Rd Dripping Springs, TX 78620  
Raju C. Sheth, Gatesville, TX, NWQ of Hwy 36 and Old Waco Rd Gatesville, TX 76528  
CNI THL Propco FE II, LLC, Houston-Hobby Airport, TX, 8620 Airport Blvd. Houston, TX 77061 713-641-6400  
UH Land, Inc., Lockhart, TX, 115 E MLK Jr. Industrial Blvd Lockhart, TX 78644  
Mayur Patel, Longview, TX, SEQ of South Eastman Rd and I-20 Frontage Rd South Longview, TX 75602  
MidH Lodging, LLC, Midland South, TX, NWQ of I-20 and Hwy 349 Midland, TX 79701  
Monahan Investment, LLC, Monahans, TX, NWQ I-20 Service Road East and South Stockton Avenue Monahans, TX 79756  
Krishna Valley LLC, Weslaco, TX, 1004 Fairfield Blvd Weslaco, TX 78596

### **UTAH**

Draper Hotel Partners, LLC, Draper Salt Lake City, UT, SEQ Bangerter Hwy and S. 200 West Draper, UT 84020  
Napean Capital Group LLC, West Valley Salt Lake City, UT, NEQ of 5600 West Lake Park Blvd. West Valley City, UT 84123 385-887-9300

### **VIRGINIA**

PT Hotel LLC, Charlottesville Pantops, VA, 1600-1628 State Farm Blvd. Charlottesville, VA 22911

## **EXHIBIT A**

RMC Investments, LLC, Danville, VA, 1320 Kensington Court Danville, VA 24541

Shantinath Gretna LLC, Gretna, VA, 200 McBride Lane Gretna, VA 24557

Pentapotamia Hospitality Group, LLC, Zion Crossroads Gordonsville, VA, Intersection of James Madison Highway Spring Creek Road Zion Crossroads, VA 22942

### **WASHINGTON**

Louis C. Erck, Bellingham Airport, WA, 3950 Home Rd. NWQ of I-5 NW Ave. Bellingham, WA 98226

### **WISCONSIN**

ANR Outlot, LLC, Glendale Milwaukee, WI, 7065 N. Port Washington Rd. Glendale, WI 53217

Aamay Sheboygan LLC, Sheboygan, WI, Near the SEQ of Washington Ave Greenwing Drive Sheboygan, WI 53081

## **EXHIBIT A**

### **HAMPTON INN & SUITES**

#### **OPEN**

#### **ALABAMA**

Kelli Drive Hotel Company, L.L.C., Athens/I-65, AL, 1222 Kelli Drive Athens, AL 35613 256-232-2377  
Shiva Group, L.L.C., Birmingham East Irondale, AL, 950 Old Grants Mill Road Birmingham, AL 35210 205-933-0444  
McNeill Birmingham, LLC, Birmingham/280 East-Eagle Point, AL, 6220 Farley Court Birmingham, AL 35242 205-981-0024  
AUM Properties, L.L.C., Birmingham/Pelham, AL, 232 Cahaba Valley Road Pelham, AL 35124 205-313-9500  
Tutwiler Hotel Holdings LLC, Birmingham-Downtown/Tutwiler, AL, 2021 Park Place Birmingham, AL 35203 205-322-2100  
AUM Hoover, LLC, Birmingham-Riverchase/Galleria, AL, 4520 Galleria Boulevard Hoover, AL 35244 205-380-3300  
BRE Select Hotels Operating LLC, Dothan, AL, 4684 Montgomery Highway Dothan, AL 36303 334-671-7672  
Windwood - Florence, LLC, Florence-Downtown, AL, 505 South Court Street Florence, AL 35630 256-767-8282  
Blue Mountain Hospitality LLC, Huntsville/Hampton Cove, AL, 6205 Hwy 431 South Huntsville, AL 35763 256-532-2110  
Apple Ten Alabama Services, LLC, Huntsville/Research Park Area, AL, 7010 Cabela Drive Huntsville, AL 35806 256-971-1850  
Greater Valley Hospitality Group, LLC, Lanett - West Point, AL, 4210 Phillips Road Lanett, AL 36863 334-576-5400  
Apple Ten Hospitality Management, Inc., Mobile I-65 @ Airport Blvd., AL, 1028 West I-65 Service Road South Mobile, AL 36609 251-343-4007  
Windwood - Mobile, LLC, Mobile/Downtown-Historic District, AL, 62 South Royal Street Mobile, AL 36602 251-436-8787  
Darryl G. Lapointe, Mobile-Providence Park/Airport Area, AL, 525 Providence Park Drive East Mobile, AL 36695 251-776-5866  
P & T Hospitality, L.L.C., Montgomery-Downtown, AL, 100 Commerce Street Montgomery, AL 36104 334-265-1010  
Alabama Hotel Properties, LLC, Montgomery-EastChase, AL, 7651 EastChase Parkway Montgomery, AL 36117 334-277-1818  
Opelika Interstate Hotels II, LLC, Opelika-I-85-Auburn Area, AL, 3000 Capps Way Opelika, AL 36804 334-745-4311  
Balmaquien Hospitality, LLC, Orange Beach/Gulf Front, AL, 25518 Perdido Beach Blvd Orange Beach, AL 36561 251-923-4400  
Zenith Asset Company, LLC, Oxford/Anniston, AL, 210 Colonial Drive Oxford, AL 36203 256-8318958  
RAM Hospitality, LLC, Phenix City (Columbus Area), AL, 620 Martin Luther King Jr. Parkway Phenix City, AL 36869 334-664-0776  
Williams-Prattville Motels, Inc., Prattville, AL, 2590 Cobbs Ford Road Prattville, AL 36066 334-285-6767  
Saraland H3 Hotel, LLC, Saraland Mobile, AL, 80 Shell Street Saraland, AL 36571 251-266-7755  
Scottsboro Developments, LLC, Scottsboro, AL, 24747 John T. Reid Parkway Scottsboro, AL 35768 256-259-5200

#### **ALASKA**

K2 Fairbanks, LLC, Fairbanks, AK, 433 Harold Bentley Avenue Fairbanks, AK 99701 907-451-1502

## EXHIBIT A

### ARIZONA

Mountain View Hotel, LLC, Flagstaff East, AZ, 990 N Country Club Dr Flagstaff, AZ 86004 928-433-1234  
Saco Management, Inc., Flagstaff-West/NAU, AZ, 2400 S. Beulah Blvd. Flagstaff, AZ 86001 928-913-0900  
Mohave Hospitality, LLC, Kingman, AZ, 1791 Sycamore Avenue Kingman, AZ 86409 928-692-0200  
Lake Powell Hospitality, LLC, Page/Lake Powell, AZ, 294 Sandhill Road Page, AZ 86040 928-645-0075  
OCI Chandler of Delaware I, LLC, Phoenix Chandler/Fashion Center, AZ, 1231 South Spectrum Boulevard Chandler, AZ 85286 480-917-9500  
Apple Nine Hospitality Management, Inc., Phoenix Downtown, AZ, 77 E Polk St Phoenix, AZ 85004 602-710-1240  
Milan Enterprise, LLC, Phoenix East Mesa, AZ, 1825 N. Higley Road Gilbert, AZ 85234 480-654-4000  
Glendale Westgate Lodging Investors, LLC, Phoenix Glendale/Westgate, AZ, 6630 North 95th Avenue Glendale, AZ 85305 623-271-7771  
Apple Ten Hospitality Management, Inc., Phoenix North/Happy Valley, AZ, 2550 West Charlotte Drive Phoenix, AZ 85085 623-516-9300  
Zenith Asset Company, LLC, Phoenix Scottsdale Shea Blvd, AZ, 10101 North Scottsdale Road Scottsdale, AZ 85253 480-443-3233  
Tempe Hotel Properties, LLC, Phoenix Tempe, AZ, 1415 N. Scottsdale Road Tempe, AZ 85281 480-941-3441  
Paramount Investor Group, L.L.C., Phoenix/Gilbert, AZ, 3265 South Market Street Gilbert, AZ 85297 480-543-1500  
Zenith Asset Company, LLC, Phoenix/Scottsdale, AZ, 16620 North Scottsdale Road Scottsdale, AZ 85254 480-348-9280  
2000 North Litchfield Road, LLC, Phoenix-Goodyear, AZ, 2000 N. Litchfield Road Goodyear, AZ 85395 623-536-1313  
Lonesome Valley Hospitality, LLC, Prescott Valley, AZ, 2901 North Glassford Hill Road Prescott Valley, AZ 86314 928-772-1800  
Indian Bend Hotel Group, LLC, Scottsdale/Riverwalk, AZ, 9550 E. Talking Stick Way Scottsdale, AZ 85256 480-270-5393  
WMH Enterprises LLC, Show Low/Pinetop, AZ, 1501 East Woolford Road Show Low, AZ 85901 928-532-4444  
Trivest Hotels, LLC, Surprise, AZ, 14783 West Grand Avenue Surprise, AZ 85374 623-537-9122  
Kuber-Ramdas Investments, LLC, Tempe/Phoenix Airport, AZ, 1550 S. 52nd Street Tempe, AZ 85281 480-410-6400  
HSL Wilmot Hotel, LLC, Tucson East/Williams Center, AZ, 251 South Wilmot Road Tucson, AZ 85711 520-514-0500  
HSL Marana Hotel Opportunity Fund, LLC, Tucson Marana, AZ, 6300 W Marana Center Blvd Tucson, AZ 85742 520-572-1010  
HSL Oracle Road Hotel, LLC, Tucson-Mall, AZ, 5950 North Oracle Road Tucson, AZ 85704 520-618-8000  
Yuma Lodging LP, Yuma, AZ, 1600 East 16th Street Yuma, AZ 85365 928-329-5600

### ARKANSAS

P & C Hotels, LLC, Hope, AR, 2700 N. Hervey Street Hope, AR 71801 870-777-4567  
MHG Little Rock HN, LP, Little Rock-Downtown, AR, 320 River Market Avenue Little Rock, AR 72201 501-244-0600  
HISLR 5 LLC, Little Rock-West, AR, 1301 South Shackleford Road Little Rock, AR 72211 501-537-3000  
Sharbha Enterprises, LLC, Lonoke, AR, 240 Brownsville Loop Lonoke, AR 72086 501-676-0602  
Boerne Texas Investment Associates, LLC, Pine Bluff, AR, 511 Mallard Loop Pine Bluff, AR 71603 870-850-7488  
Atrium TRS II, L.P., Springdale, AR, 1700 S. 48th Street Springdale, AR 72762 479-756-3500

## EXHIBIT A

### CALIFORNIA

West Coast Lodging Developers, L.L.C., Agoura Hills, CA, 30255 Agoura Road Agoura Hills, CA 91301 818-597-0333  
Knel Corporation, Arcata, CA, 4750 Valley West Blvd Arcata, CA 95521 707-822-5896  
1400 West Branch LLC, Arroyo Grande/Pismo Beach Area, CA, 1400 West Branch Street Arroyo Grande, CA 93420 805-202-2110  
Jin Hyun Koo and Myung Hee Chu Revocable Living Trust Dated, Bakersfield North-Airport, CA, 8818 Spectrum Park Way Bakersfield, CA 93308 661-391-0600  
2008 Cha Family Trust, Bakersfield/Hwy 58, CA, 7941 East Brundage Lane Bakersfield, CA 93307 661-321-9424  
Sagemont - Banning, LLC, Banning/Beaumont, CA, 6071 Joshua Palmer Way Banning, CA 92220 951-922-1000  
Hospitality Express II, L.L.C., Barstow, CA, 2710 Lenwood Road Barstow, CA 92311 760-253-2600  
Chandra Hospitality, LLC, Blythe, CA, 2011 East Donlon Street Blythe, CA 92225 760-921-8000  
Ocean Park Hotels-BLT, LLC, Buellton/Santa Ynez, CA, 600 McMurray Road Buellton, CA 93427 805-686-1555  
Summit Hotel TRS 111, LLC, Camarillo, CA, 50 W. Daily Drive Camarillo, CA 93010 805-389-9898  
JTJ Hospitality, LLC, Chino Hills, CA, 3150 Chino Avenue Chino Hills, CA 91709 909-591-2474  
Apple Nine Hospitality Management, Inc., Clovis - Airport North, CA, 855 Gettysburg Avenue Clovis, CA 93612 559-348-0000  
Folsom Lodging, LLC, Folsom, CA, 155 Placerville Road Folsom, CA 95630 916-235-7744  
37 Hotel Fresno, LLC, Fresno, CA, 327 E. Fir Avenue Fresno, CA 93720 559-447-5900  
Metro Hospitality Services, Inc., Fresno-Northwest CA, 7194 Kathryn Avenue Fresno, CA 93722 559-276-9700  
H COAST, LLC, Hemet, CA, 3700 West Florida Avenue Hemet, CA 92545 951-929-7373  
Hermosa Hotel Investment, LLC, Hermosa Beach, CA, 1530 Pacific Coast Highway Hermosa Beach, CA 90254 310-318-7800  
Tides Hospitality, LLC, Irvine/Orange County Airport, CA, 2192 Dupont Drive Irvine, CA 92612 949-748-1060  
Castleblack Lancaster Operator, LLC, Lancaster, CA, 2300 W. Double Play Way Lancaster, CA 93536 661-940-9194  
Louise Avenue Partners, a Limited Partnership, Lathrop, CA, 103 East Louise Avenue Lathrop, CA 95330 209-982-5070  
El Segundo Hotels, LLC, LAX/El Segundo, CA, 888 N. Pacific Coast Hwy El Segundo, CA 90245 310-322-2900  
Geweke VII, L.P., Lodi, CA, 1337 South Beckman Road Lodi, CA 95240 209-369-2700  
Harbor Suites, LLC, Los Angeles/Disneyland Area/Anaheim, CA, 11747 Harbor Blvd. Garden Grove, CA 92840 714-703-8800  
Vista Inn Glendale, LLC, Los Angeles/Glendale, CA, 114 W. Colorado Glendale, CA 91204 818-291-5700  
ESPY MANAGEMENT, LLC, Los Angeles/Hollywood, 1133 Vine Street Los Angeles, CA 90038 323-952-6900  
LNN Sepulveda, Inc., Los Angeles/Sherman Oaks, CA, 5638 Sepulveda Blvd. Sherman Oaks, CA 91411 818-785-2211  
Five Stars Hospitality, LLC, Los Angeles-Burbank Airport, CA, 7501 North Glenoaks Boulevard Burbank, CA 91504 818-768-1106  
Balaji Hotels, Inc., Madera, CA, 3254 Airport Dr Madera, CA 93637 559-6610910  
Manteca Lodging, LLC, Manteca, CA, 1461 Bass Pro Drive Manteca, CA 95336 209-823-1926  
Merced Hospitality, LLC, Merced, CA, 225 South Parsons Avenue Merced, CA 95340 209-386-1210



## EXHIBIT A

Leo Hotelier Group, LLC, Mission Viejo, CA, 28682 Marguerite Pkwy Mission Viejo, CA 92692 949-429-5222  
Aleena Investments, LLC, Modesto/Salida, CA, 4921 Sisk Road Salida, CA 95368 209-543-3650  
BRE Polygon Property Owner LLC, Moreno Valley, CA, 12611 Memorial Way Moreno Valley, CA 92553 951-571-7788  
Krishna Mountain View, Inc., Mountain View/Silicon Valley, CA, 390 Moffett Blvd. Mountain View, CA 94043-4726 650-988-0300  
HINB, LLC, Murrieta Temecula, CA, 25140 Hancock Ave. Murrieta, CA 92562 951-6918820  
Palmetto Hospitality of Napa, LLC, Napa, CA, 945 Hartle Court Napa, CA 94559 707-255-4000  
Balaji Alameda LLC, Oakland Airport/Alameda, CA, 1700 Harbor Bay Parkway Alameda, CA 94502 510-521-4500  
I O W, LLC, Ontario, CA, 4500 East Mills Circle Ontario, CA 91764 909-980-9888  
Dutt Hospitality Group, Inc., Palm Desert, CA, 74900 Gerald Ford Drive Palm Desert, CA 92211 760-340-1001  
Castleblack Palmdale Operator, LLC, Palmdale, CA, 39428 Trade Center Drive Palmdale, CA 93551 661-265-7400  
Pacific Coast Hotel Properties I, LLC, Paso Robles, CA, 212 Alexa Court Paso Robles, CA 93446 805-226-9988  
Lotus Hotels - Pittsburg, Inc., Pittsburg, CA, 1201 California Avenue Pittsburg, CA 94565 925-473-1300  
Kumar Hotels, Inc., Red Bluff, CA, 520 Adobe Road Red Bluff, CA 96080-9623 530-529-4178  
Larkspur Group, LLC, Redding, CA, 2160 Larkspur Lane Redding, CA 96002 530-224-1001  
K Partners Ridgecrest III, LP, Ridgecrest, CA, 104 East Sydnor Avenue Ridgecrest, CA 93555 760-446-1968  
Everest Hotel, Inc., Riverside/Corona East, CA, 4250 Riverwalk Parkway Riverside, CA 92505 951-352-5020  
BREIT Rex TRS LLC, Rohnert Park/Sonoma County, CA, 6248 Redwood Drive Rohnert Park, CA 94928 707-586-8700  
Roseville Hospitality, LLC, Roseville, CA, 110 North Sunrise Avenue Roseville, CA 95661 916-772-9900  
Jackson IV, LLC, Sacramento at CSUS, CA, 1875 65th Street Sacramento, CA 95819 916-451-1135  
Elk Grove Finance LP, Sacramento/Elk Grove Laguna I-5, CA, 2305 Longport Ct Elk Grove, CA 95758 916-6839545  
ARS Hospitality, Inc., Sacramento-Cal Expo, CA, 2230 Auburn Blvd. Sacramento, CA 95821 916-927-2222  
Geweke Natomas 11, L.P., Sacramento-North Natomas, CA, 3021 Advantage Way Sacramento, CA 95834 916-928-5700  
Salinas Hotel Investors LLC, Salinas, CA, 523 Work Street Salinas, CA 93901 831-754-4700  
H.I.S. of San Bernardino Opco, L.L.C., San Bernardino, CA, 895 East Hospitality Lane San Bernardino, CA 92408 909-890-0600  
QSSC, LLC, San Clemente, CA, 2481 S. El Camino Real San Clemente, CA 92672 949-366-1000  
Summit Hotel TRS 110, LLC, San Diego/Poway, CA, 14068 Stowe Drive Poway, CA 92064 858-391-1222  
GRM HISF, LLC and Terrapin Burlingame Investments, LLC, San Francisco/Burlingame, CA, 1755 Bayshore Highway Burlingame, CA 94010 650-697-5736  
RAM DHNV MANAGEMENT, LLC, San Jose, CA, 55 Old Tully Road San Jose, CA 95111 408-298-7373  
SLO Lodging, LLC, San Luis Obispo, CA, 1530 Calle Joaquin San Luis Obispo, CA 93405 805-594-1445  
Lee Family Irrevocable Trust Dated November 3, 2008, Santa Ana/Orange County Airport, CA, 2720 Hotel Terrace Drive Santa Ana, CA 92705 714-556-3838

## EXHIBIT A

Palmetto Hospitality of Santa Monica II, LLC, Santa Monica, CA, 501 Colorado Avenue Santa Monica, CA 90401 310-260-1100  
2401 Seal Beach LLC, Seal Beach, CA, 2401 Seal Beach Blvd Seal Beach, CA 90740 562-594-3939  
Suisun City Hotel, LLC, Suisun City Waterfront, CA, 2 Harbor Center Suisun City, CA 94585 707-429-0900  
Leo & Lanise Burke, Tahoe/Truckee, CA, 11951 State Highway 267 Truckee, CA 96161 530-587-1197  
Temecula Lodging, LLC, Temecula Valley Wine Country, CA, 28190 Jefferson Avenue Temecula, CA 92590 951-506-2331  
BRE SSP Thousand Oaks LLC, Thousand Oaks, CA, 510 North Ventu Park Road Thousand Oaks, CA 91320 805-375-0376  
Apple Eight Hospitality Management, Inc., Tulare, CA, 1100 N. Cherry Street Tulare, CA 93274 559-686-8700  
BKD Holdings, Vacaville/Napa Valley Area, CA, 800 Mason Street Vacaville, CA 95688 707-469-6200  
BRE Polygon Property Owner LLC, West Sacramento, CA, 800 Stillwater Road West Sacramento, CA 95605 916-374-1909  
Sonoma Wine Country Hotel, LLC, Windsor/Sonoma Wine Country, CA, 8937 Brooks Road South Windsor, CA 95492 707-837-9355  
Arvind Patel, Woodland/Sacramento Area, CA, 2060 Freeway Drive Woodland, CA 95776 530-662-9100  
Geweke-Yuba Properties, L.P., Yuba City, CA, 1375 Sunsweet Blvd Yuba City, CA 95991 530-751-1714

## COLORADO

Boulder Hospitality, LLC, Boulder-North, CO, 6333 Lookout Road Boulder, CO 80301 303-530-3300  
Academy Hotel LLC, Colorado Springs Air Force Academy/I-25, 1307 Republic Drive Colorado Springs, CO 80921 719-598-6911  
Apple Ten Services Colorado Springs, Inc., Colorado Springs/I-25 South, CO, 2910 Geyser Dr. Colorado Springs, CO 80906 719-884-0330  
Century Shree Corporation, Craig, CO, 377 Cedar Court Craig, CO 81625 970-826-9900  
Denver CBD Hotel Operator, Inc., Denver Downtown Convention Center, CO, 550 15th Street Denver, CO 80202 303-623-5900  
RLJ III - HA Denver Tech Center Lessee, LLC, Denver Tech Center, CO, 5001 S. Ulster Street Denver, CO 80237 303-804-9900  
Gateway Lodging II LLC, Denver/Airport-Gateway Park, CO, 4310 Airport Way Denver, CO 80239 303-375-8118  
OCI Highlands Ranch, LLC, Denver/Highlands Ranch, CO, 3095 W. County Line Road Highlands Ranch, CO 80129 303-794-1800  
RLC-III Lone Tree LLC, Denver/South-RidgeGate, CO, 10030 Trainstation Circle Lone Tree, CO 80124 303-790-4100  
BRE Select Hotels Operating LLC, Denver-Cherry Creek, CO, 4150 East Kentucky Avenue Glendale, CO 80246 303-692-1800  
MHF Denver Operating V LLC, Denver-Downtown, CO, 1845 Sherman Street Denver, CO 80203 303-864-8000  
MNR, L.L.C., Denver-Littleton, CO, 7611 Shaffer Parkway Littleton, CO 80127 303-973-2400  
Luxury Inn Downtown LLC, Denver-Speer Boulevard, CO, 2728 Zuni Street Denver, CO 80211 303-455-4588  
Willco IV Development, LLLP, Greeley, CO, 2350 West 29th St Greeley, CO 80631 970-339-5525  
Maruti Operator LLC, Lafayette Medical Center, CO, 317 Exempla Circle Lafayette, CO 80026 720-890-2000  
Izzy & Will Lodging LLC, Parker, CO, 19010 East Cottonwood Drive Parker, CO 80138 303-841-2977  
Ashwin A. Amin, Pueblo/North, CO, 4790 Eagleridge Circle Pueblo, CO 81008 719-543-6500  
MCRT3 Pueblo Tenant LLC, Pueblo-Southgate, CO, 3315 Gateway Drive Pueblo, CO 81004 719-566-1726

## **EXHIBIT A**

Rifle Hotels LLC, Rifle, CO, 715 Megan Avenue Rifle, CO 81650 970-625-1500  
Hotel Silverthorne Partners LLC, Silverthorne, CO, 177 Meraly Way PO Box 416 Silverthorne, CO 80498 970-513-4020  
Mesa Lodging L.L.C., Steamboat Springs, CO, 725 South Lincoln PO Box 881510 Steamboat Springs, CO 80488-1510 970-871-8900

### **CONNECTICUT**

Merchant Founders Lodging, LLC, Hartford/East Hartford, CT, 351 Pitkin Street East Hartford, CT 06108 860-282-2500  
Farmington Lodging, LLC, Hartford/Farmington, CT, 301 Colt Highway Farmington, CT 06032 860-674-8488  
BRE SSP Property Owner LLC, Hartford-Manchester, CT, 1432 Pleasant Valley Road Manchester, CT 06042 860-644-1732  
Olympia Equity Investors XX, LLC, Mystic, CT, 6 Hendel Drive Mystic, CT 06355 860-536-2536  
MCR New Haven Tenant LLC, New Haven-South/West Haven, CT, 510 Saw Mill Road West Haven, CT 06516 203-932-0404  
KAD Hotels, LLC, Rocky Hill-Hartford South, CT, 685 Cromwell Ave Rocky Hill, CT 06067 860-7573317  
Greenwich Hospitality Group, LLC, Stamford, CT, 26 Mill River Street Stamford, CT 06902 203-353-9855

### **DELAWARE**

BPG Hotel XVIII Owner LLC, Wilmington/Christiana, DE, 1008 Old Churchmans Road Newark, DE 19713 302-454-7300

### **DISTRICT OF COLUMBIA**

Capital Riverfront Hotel, LLC, Washington, D.C./Navy Yard Area, 1265 First Street SE Washington, DC 20003 202-800-1000

### **FLORIDA**

Amelia Harbor View, LLC, Amelia Island-Historic Harbor Front, FL, 19 South 2nd Street Fernandina Beach, FL 32034 904-491-4911  
HIT Portfolio I HIL TRS, LLC, Boynton Beach, FL, 1475 West Gateway Boulevard Boynton Beach, FL 33426 561-369-0018  
Widewaters Bradenton, LLC, Bradenton/Downtown Historic District, FL, 309 10th Street West Bradenton, FL 34205 941-746-9400  
Liberty Coral Investments, LLC, Cape Coral-Fort Myers Area, FL, 619 S.E. 47th Terrace Cape Coral, FL 33904 239-540-1050  
Danste Hospitality Group, LLC, Clearwater Beach, FL, 635 South Gulfview Boulevard Clearwater Beach, FL 33767 727-451-1111  
RLJ II - HA Clearwater Lessee, LLC, Clearwater/St. Petersburg Ulmerton Rd, F, 4050 Ulmerton Rd. Clearwater, FL 33762 727-572-7456  
2200 East Hwy 50-Clermont, LLC, Clermont, FL, 2200 East Highway 50 Clermont, FL 34711 352-536-6600  
Coconut Creeks Hotel, L.L.L.P., Coconut Creek, FL, 5740 North State Road 7 Coconut Creek, FL 33073 954-363-3000  
West Volusia Hospitality, LLC, DeLand, FL, 20 Summit Oak Place DeLand, FL 32720 386-279-7808  
Key Destin Owner, LLC, Destin, FL, 1625 Hwy 98 East Destin, FL 32541 850-654-2677  
Destin Platinum LLC, Destin/Sandestin Area, FL, 10861 Highway 98 Destin, FL 32550 850-837-7889  
MPC Hotels, Inc., Fort Lauderdale/Miramar, FL, 10990 Marks Way Miramar, FL 33025 954-430-5590

## EXHIBIT A

BRE Polygon Property Owner LLC, Fort Lauderdale/West-Sawgrass/Tamarac, F, 5701 Madison Avenue Tamarac, FL 33321 954-724-7115  
AHP LP7 Ft Myers, LLC, Fort Myers Beach/Sanibel Gateway, FL, 11281 Summerlin Square Blvd. Fort Myers Beach, FL 33931 239-437-8888  
102FTMYERS, LLC, Fort Myers-Colonial Blvd., FL, 4350 Executive Circle Fort Myers, FL 33916 239-931-5300  
Dilip (Dan) Patel, Fort Pierce, FL, 1985 Reynolds Drive Fort Pierce, FL 34945 772-828-4100  
LVP HMI Ft. Lauderdale Holding Corp., Ft. Lauderdale Airport/South Cruise Port, 2500 Stirling Road Hollywood, FL 33020 954-922-0011  
10611 Chevrolet-Fort Myers, LLC, Ft. Myers/Estero, FL, 10611 Chevrolet Way Estero, FL 33928 239-947-5566  
Key Gainesville, LLC, Gainesville-Downtown, FL, 101 SE 1st Avenue Gainesville, FL 32601 352-240-9300  
Quality Oil Company, LLC, Jacksonville Deerwood Park, FL, 4415 Southside Blvd. Jacksonville, FL 32216 904-997-9100  
Aanya Hospitality, Inc., Jacksonville/Orange Park, FL, 141 Park Avenue Orange Park, FL 32073 904-278-6140  
Impact Properties X, LLC, Jacksonville/South-Bartram Park, FL, 13950 Village Lake Circle Jacksonville, FL 32258 904-268-6264  
Elite Hospitality VI, LLC, Jacksonville-Airport, FL, 13551 Airport Court Jacksonville, FL 32218 904-741-4001  
Beaches Hospitality, LLC, Jacksonville-Beach Blvd/Mayo Clinic Area, 13733 Beach Boulevard Jacksonville, FL 32224 904-223-0222  
Lady Lake Hotel, LLC, Lady Lake/The Villages, FL, 11727 NE 63rd Drive Lady Lake, FL 32162 352-259-8246  
Arihunt Hospitality, Inc., Lake City, FL, 450 SW Florida Gateway Drive Lake City, FL 32024 386-487-0580  
TRS MCO Village, LLC, Lake Mary at Colonial Townpark, FL, 850 Village Oak Lane Lake Mary, FL 32746 407-995-9000  
KKM Enterprises, Inc., Lake Wales, FL, 22900 Hwy 27 Lake Wales, FL 33859 863-734-3000  
Columbia Hospitality, Inc., Lakeland-South/Polk Parkway, FL, 3630 Lakeside Village Blvd Lakeland, FL 33803 863-603-7600  
Shiv Largo Hotel, LLC, Largo, FL, 100 East Bay Drive Largo, FL 33770 727-585-3333  
Peacock Hotel LLC, Mary Esther-Fort Walton Beach, FL, 301 Hollywood Boulevard Mary Esther, FL 32569 850-581-7000  
Midtown Lodging LLC, Miami Midtown, FL, 3450 Biscayne Boulevard Miami, FL 33137 786-581-0600  
Brickell Hotel Group, LLLP, Miami/Brickell-Downtown, FL, 50 SW 12th Street Miami, FL 33130 305-377-9400  
Airport Hotel Group, Ltd., Miami-Airport South-Blue Lagoon, FL, 777 NW 57th Avenue Miami, FL 33126 305-262-5400  
Apple Nine Hospitality Management, Inc., Miami-Doral/Dolphin Mall, FL, 11600 NW 41st Street Miami, FL 33178 305-500-9300  
Prime Hotel Group at Homestead, LLC, Miami-South/Homestead, FL, 2855 N.E. 9th Street Homestead, FL 33033 305-257-7000  
Navarre Hotel Holdings, LLC, Navarre, FL, 7710 Navarre Parkway Navarre, FL 32566 850-939-4848  
JEGG, LLC, Ocala, FL, 3601 SW 38th Avenue Ocala, FL 34474 352-867-0300  
Ocala Florida Investment Associates, LLC, Ocala/Bellevue, FL, 2075 SW Highway 484 Ocala, FL 34473 352-347-1600  
MHG Orlando Gateway HN, LP, Orlando Airport @ Gateway Village, FL, 5460 Gateway Village Circle Orlando, FL 32812 407-857-2830  
Sea Harbor Hospitality LLP, Orlando at SeaWorld, FL, 7003 Sea Harbor Drive Orlando, FL 32821 407-778-5900  
CJP Columbia Properties Hotel, LLC, Orlando Downtown South/Medical Center, F, 43 Columbia Street Orlando, FL 32806 407-270-6460  
Capital One Florida Hotel Group, LLC, Orlando/Apopka, FL, 321 S. Lake Cortez Drive Apopka, FL 32703 407-880-7861  
PELTA UCF Opco LLC, Orlando/East UCF Area, FL, 3450 Quadrangle Boulevard Orlando, FL 32817 407-282-0029

## EXHIBIT A

Osceola Lodging Associates, LLP, Orlando/South Lake Buena Vista, FL, 4971 Calypso Cay Way Kissimmee, FL 34746 407-396-8700  
RAG Holdings International, LLC, Orlando-International Dr. No., FL, 7448 North International Drive Orlando, FL 32819 407-313-3030  
South Park Hospitality, L.L.C., Orlando-John Young Pkwy/S Park, FL, 7500 Futures Drive Orlando, FL 32819 407-226-3999  
Altamonte Springs Lodging LLC, Orlando-North/Altamonte Springs, FL, 161 Douglas Avenue Altamonte Springs, FL 32714 407-331-0220  
Seagrass Inn LLC, Palm Coast-South, FL, 150 Flagler Plaza Drive Palm Coast, FL 32137 386-439-8999  
Southeastern Investment PCB, LLC, Panama City Beach/Beachfront, FL, 15505 Front Beach Rd Panama City Beach, FL 32413 850-235-4650  
Apple Nine Hospitality Management, Inc., Panama City Beach/Pier Park Area, FL, 13505 Panama City Beach Pkwy Panama City Beach, FL 32407 850-230-9080  
BRE Select Hotels Operating LLC, Pensacola I-10 North at University Town, 7050 Plantation Road Pensacola, FL 32504 850-505-7500  
GB Hotel Investments, LP, Pensacola/Gulf Breeze, FL, 61 Gulf Breeze Parkway Gulf Breeze, FL 32561 850-203-1333  
SNB Hotels, Inc., Pensacola/I-10 Pine Forest Road, FL, 8021 Lavelle Way Pensacola, FL 32526 850-607-7174  
Depa Hotel, Inc., Port Richey, FL, 11050 U.S. Highway 19 Port Richey, FL 34668 727-869-4900  
Shivam Properties, LLC, Port St. Lucie-West, FL, 155 S.W. Peacock Boulevard Port Saint Lucie, FL 34986 772-878-5900  
SREH Sarasota, LLC, Sarasota/Bradenton-Airport, FL, 975 University Parkway Sarasota, FL 34243 941-355-8140  
CCU Lodging Associates, L.L.C., Sarasota/University Park, FL, 8565 Cooper Creek Blvd Sarasota, FL 34201 941-355-8619  
Pharos SharpVue Vilano Beach Hotel, LLC, St. Augustine/Vilano Beach, FL, 95 Vilano Road Saint Augustine, FL 32084 904-827-9797  
Florescia Park, LLC, St. Petersburg-Downtown, FL, 80 Beach Drive NE Saint Petersburg, FL 33701 727-892-9900  
1150 NW Federal-Stuart, LLC, Stuart-North, FL, 1150 NW Federal Highway Stuart, FL 34994 772-692-6922  
Inn at Tallahassee, LLC, Tallahassee Capitol - University, FL, 824 Railroad Avenue Tallahassee, FL 32310 850-692-7150  
BRE Seminole Property Owner LLC, Tallahassee I-10/Thomasville Rd, FL, 3388 Lonnbladh Road Tallahassee, FL 32308 850-574-4900  
MHG Avion Park HN, LP, Tampa Airport Avion Park Westshore, FL, 5329 Avion Park Drive Tampa, FL 33607 813-287-8500  
Tampa Rollercoaster Hotels LLC, Tampa Busch Gardens Area, FL, 3333 East Busch Boulevard Tampa, FL 33612 813-605-5233  
Liberty Seffner Investments, LLC, Tampa East (Casino Area), FL, 11740 Tampa Gateway Blvd. Seffner, FL 33584 813-630-4321  
BREIT Florida TRS LLC, Tampa Northwest/Oldsmar, FL, 4017 Tampa Road Oldsmar, FL 34677 813-818-7202  
TWC Bay, LLC, Tampa/Wesley Chapel, FL, 2740 Cypress Ridge Blvd Wesley Chapel, FL 33544 813-973-2288  
Murphco of Florida, Inc., Tampa-North, FL, 8210 Hidden River Parkway Tampa, FL 33637 813-903-6000  
Summit Hotel TRS 101, LLC, Tampa-Ybor City/Downtown, FL, 1301 East 7th Avenue Tampa, FL 33605 813-247-6700  
HDBVM Hospitality, Inc., Tarpon Springs, FL, 39284 U.S. Hwy 19 N Tarpon Springs, FL 34689 727-945-7755  
Heartland Venice Partners, LP, Venice Bayside/South Sarasota, FL, 881 Venetia Bay Blvd. Venice, FL 34292 941-488-5900  
VBH Miracle Mile, LLC, Vero Beach-Downtown, FL, 611 20th Place Vero Beach, FL 32960 772-774-4010  
Wellington Hospitality, LLLP, Wellington, FL, 2155 Wellington Green Drive Wellington, FL 33414 561-472-9696  
Wynne Building Corporation, West Melbourne-Palm Bay Road, FL, 4520 Durham Drive Melbourne, FL 32904 321-372-7445

## EXHIBIT A

### GEORGIA

Triple P Properties, LLC, Adairsville-Calhoun Area, GA, 101 Travelers Path Adairsville, GA 30103 770-773-3100  
Hallmark Hospitality & Management, LLC, Albany, GA, 2628 Dawson Road Albany, GA 31707 229-405-2000  
NNP Alpharetta SPE, LLC, Alpharetta, GA, 16785 Old Morris Road Alpharetta, GA 30004 678-393-0990  
BPR Camp Creek LLC, Atlanta Airport West/Camp Creek Parkway,, 3450 Creek Pointe Drive East Point, GA 30344 404-344-4474  
Buckhead Place Hotel Company, LLC, Atlanta Buckhead Place, GA, 3312 Piedmont Road NE Atlanta, GA 30305 404-816-7309  
Apple Nine Hospitality Management, Inc., Atlanta Perimeter Dunwoody, GA, 4565 Ashford Dunwoody Road Atlanta, GA 30346 770-350-9995  
Principal Hotel Group, LLC, Atlanta Six Flags, GA, 999 Bob Arnold Blvd. Lithia Springs, GA 30122 770-745-9990  
IHP I OPS, LLC, Atlanta/Duluth/Gwinnett County, GA, 1725 Pineland Road Duluth, GA 30096 770-931-9800  
Welcome Group of Hospitality Inc., Atlanta/Marietta, GA, 2136 Kingston Court Marietta, GA 30067 678-460-1160  
Imperial Investments Airport, L.L.C., Atlanta-Airport North, GA, 3450 Bobby Brown Parkway Atlanta, GA 30344 404-767-9300  
Apple Nine Hospitality Management, Inc., Atlanta-Downtown, GA, 161 Ted Turner Dr NW Atlanta, GA 30303 404-589-1111  
Galleria, L.L.C., Atlanta-Galleria, GA, 2733 Circle 75 Parkway Atlanta, GA 30339 770-955-1110  
Augusta Washington Road Hotel, LLC, Augusta-Washington Road @ I-20, GA, 3028 B Washington Road Augusta, GA 30907 706-738-4567  
Belair Inn & Suites, Inc., Augusta-West, GA, 4081 Jimmie Dyess Parkway Augusta, GA 30909 706-860-1610  
WS CE Resoort Owner, LLC, Braselton, GA, 5159 Golf Club Drive Braselton, GA 30517 770-307-0700  
Brunswick Lodging, LLC, Brunswick, GA, 128 Venture Drive Brunswick, GA 31525 912-261-0939  
Titan Hospitality, LLC, Cordele, GA, 1709 East 16th Avenue Cordele, GA 31015 229-273-7150  
AUM Hospitlity, LLC, Dublin, GA, 103 Travel Center Blvd. Dublin, GA 31021 478-246-6055  
TRY-LA, Inc., Flowery Branch, GA, 4660 Holland Dam Road Flowery Branch, GA 30542 770-965-0357  
PHVIF II Jekyll Island, LLC, Jekyll Island, GA, 200 South Beachview Drive Jekyll Island, GA 31527 912-635-3733  
OM Ventures, LLC, Lavonia, GA, 115 Owens Drive Lavonia, GA 30553 706-460-5100  
Hospitality Investors, Inc., Macon I-475, GA, 5010 Eisenhower Parkway Macon, GA 31206 478-803-4900  
River Chase Hospitality, Inc., Macon I-75 North, GA, 3954 River Place Dr. Macon, GA 31210 478-803-5000  
Shriji Hospitality Rome, LLC, Rome, GA, 875 West 1st St. NW Rome, GA 30161 706-622-5631  
Shree Hari OHM Inc. of SAVNH, Savannah I-95 South/Gateway, GA, 591 Al Henderson Blvd. Savannah, GA 31419 912-921-1515  
Savannah Hotel 20, LLC, Savannah/Midtown, GA, 20 Johnston Street Savannah, GA 31405 912-721-3700  
Savannah Hospitality Services, LLC, Savannah-Airport, GA, 70 Stephen S. Green Drive Savannah, GA 31408 912-966-1240  
Oglethorpe Associates, LLC, Savannah-Historic District, GA, 603 West Oglethorpe Avenue Savannah, GA 31401 912-721-1600  
Park Place Hotel, LLC, Snellville Atlanta NE, GA, 1905 Pharrs Road Snellville, GA 30078 678-344-9090  
T & R Development, Inc., Tifton, GA, 720 U.S. Hwy 319 South Tifton, GA 31794 229-382-8800  
A&M Convention Center Hotel, LLC, Valdosta-Conference Center, GA, 2 Meeting Place Drive Valdosta, GA 31601 229-241-1234

## EXHIBIT A

### HAWAII

Ka Makana Ali'i Hotel, LLC, Oahu/Kapolei, HI, 91-5431 Kapolei Parkway, Suite 900 Kapolei, HI 96707 808-628-4900

### IDAHO

Hotel Developers Boise, LLC, Boise/Meridian, ID, 875 South Allen Street Meridian, ID 83642 208-887-3600  
Hotel Management Services, LLC, Boise/Spectrum, ID, 7499 West Overland Road Boise, ID 83709 208-323-2500  
Apple Nine Hospitality Management, Inc., Boise-Downtown, ID, 495 S Capitol Blvd. Boise, ID 83702 208-331-1900  
Hotel Management Services, LLC, Coeur d'Alene, ID, 1500 Riverstone Dr. Coeur d'Alene, ID 83814 208-769-7900  
Johnson Brothers Hospitality, LLC, Mountain Home, ID, 3175 NE Foothills Avenue Mountain Home, ID 83647 208-587-7300  
Nampa Lodging Investors, LLC, Nampa at the Idaho Center, ID, 5750 East Franklin Road Nampa, ID 83687 208-442-0036  
K2 Pocatello, L.L.C., Pocatello, ID, 151 Vista Drive Pocatello, ID 83201 208-233-8200  
KTRI Two, LLC, Rexburg, ID, 1195 S Yellowstone HWY Rexburg, ID 83440 208-497-0424

### ILLINOIS

FH-Hotel Normal Opco, L.L.C., Bloomington/Normal, IL, 320 S Towanda Ave. Normal, IL 61761-2212 309-452-8900  
Bolingbrook Motel, Inc., Bolingbrook, IL, 165 Remington Blvd. Bolingbrook, IL 60440 630-759-7100  
Prominence Burr Ridge, LLC, Chicago Burr Ridge, IL, 100 Harvester Drive Burr Ridge, IL 60527 630-655-1000  
MCR Waukegan Tenant LLC, Chicago Waukegan, IL, 438 Lakehurst Road Waukegan, IL 60085 847-473-6600  
K.S. Hospitality, Inc., Chicago/Addison (Itasca Area), IL, 1685 West Lake Street Addison, IL 60101 630-495-9511  
Midwest Management, Inc., Chicago/Aurora, IL, 2423 Bushwood Drive Aurora, IL 60506 630-907-2600  
Deer Park Hotel LLC, Chicago/Deer Park, IL, 21660 West Lake Cook Road Deer Park, IL 60010 847-726-0500  
Vinayaka Hospitality LLC, Chicago/Hoffman Estates, IL, 2825 Greenspoint Parkway Hoffman Estates, IL 60169 847-882-4301  
MAHI, LLC, Chicago/Libertyville, IL, 2061 Shell Drive Libertyville, IL 60048 847-680-8828  
ECD-Lincolnshire Hotel DE LLC, Chicago/Lincolnshire, IL, 1400 Milwaukee Avenue Lincolnshire, IL 60069 847-478-1400  
MCR Mt Prospect Tenant LLC, Chicago/Mt. Prospect, IL, 1 Randhurst Village Drive Mount Prospect, IL 60056 847-590-1860  
Schaumburg Hotel Partners, LLC, Chicago/Schaumburg, IL, 891 Plaza Drive Schaumburg, IL 60173 847-380-2155  
Matteson Hotel Partners, LLC, Chicago/Southland-Matteson, IL, 20920 Matteson Avenue Matteson, IL 60443 708-748-4102  
Fox River Hospitality, Inc., Chicago/St. Charles, IL, 2875 Foxfield Road Saint Charles, IL 60174 630-584-0222  
First FM, LLC, Chicago-Downtown, IL, 33 West Illinois Chicago, IL 60654 312-832-0330  
Apple Ten Services Skokie, Inc., Chicago-North Shore/Skokie, IL, 5201 Old Orchard Road Skokie, IL 60077 847-583-1111  
Sunrise Hospitality, Inc., Danville, IL, 370 Eastgate Dr. Danville, IL 61834 217-442-3300  
Mid-America Hotel & Suites, LLC, Effingham, IL, 1305 Keller Drive Effingham, IL 62401 217-540-5050

## EXHIBIT A

Blair Road Hotel Associates, LLC, Minooka, IL, 621 Bob Blair Road Minooka, IL 60447 815-828-6450  
HSS QC Airport Hotel Opco, L.L.C., Moline/Quad City Int'l Airport, IL, 2450 69th Avenue Moline, IL 61265 309-762-1900  
Petersen Hospitality, LLC, Peoria at Grand Prairie, IL, 7806 N. Route 91 Peoria, IL 61615 309-589-0001  
Sunrise Hospitality, Inc., Peru, IL, 4421 North Peoria Street Peru, IL 61354 815-220-8400  
Apple Ten Illinois Services, Inc., Rosemont Chicago O'Hare, IL, 9480 W. Higgins Road Rosemont, IL 60018 847-692-3000  
P.C. Motel Ventures, L.L.C., Springfield-Southwest, IL, 2300 Chuckwagon Drive Springfield, IL 62711-7107 217-793-7670  
Shiv S.I.L. Hotel, LLC, St. Louis/Alton, IL, 1904 Homer M Adams Parkway Alton, IL 62002 618-433-8999  
G.C. Hotel Group, LLC, St. Louis/Edwardsville, IL, 5723 Heritage Crossing Drive Glen Carbon, IL 62034 618-589-5000

## INDIANA

Brownsburg Lodging Associates, LLP, Brownsburg, IN, 41 Maplehurst Drive Brownsburg, IN 46112 317-852-5800  
Rahee Hospitality Inc., Crawfordsville, IN, 2895 Gandhi Drive Crawfordsville, IN 47933 765-362-8884  
CNI THL OPS, LLC, Fort Wayne-North, IN, 5702 Challenger Parkway Fort Wayne, IN 46818 260-489-0908  
Shuban, LLC, Greensburg, IN, 2075 North Michigan Avenue Greensburg, IN 47240 812-663-5000  
Hammond Hospitality, LLC, Hammond, IN, 2842 Carlson Drive Hammond, IN 46323 219-629-8720  
J Enterprises Inn of Fishers, LLC, Indianapolis/Fishers, IN, 11575 Commercial Drive Fishers, IN 46038 317-913-0300  
River North Hotel, LLC, Indianapolis/Keystone, IN, 8980 River Crossing Boulevard Indianapolis, IN 46240 317-706-7500  
Six Points Hotel Partners, LLC, Indianapolis-Airport, IN, 9020 Hatfield Drive Indianapolis, IN 46241 317-856-1000  
FH-Hotel Kokomo Opco, L.L.C., Kokomo, IN, 2920 South Reed Road Kokomo, IN 46902 765-455-2900  
Tashi Hospitality, Inc., Michigan City, IN, 3674 North Frontage Road Michigan City, IN 46360 219-814-4164  
Hospitality Ventures, LLC, Middlebury, IN, 105 Crystal Heights Blvd. Middlebury, IN 46540 574-822-0288  
Heritage Square Hotel Partners, L.P., Mishawaka/South Bend, IN, 7347 Heritage Square Drive Granger, IN 46530 574-243-4600  
Lakha Lodging Corp., Muncie, IN, 4220 Bethel Avenue Muncie, IN 47304 765-288-8500  
GHS Munster LLC, Munster, IN, 8936 Calumet Avenue Munster, IN 46321 219-836-5555  
BLB Hospitality Corp., Richmond, IN, 455 Commerce Rd. Richmond, IN 47374 765-966-5200  
Vision Schererville II, LLC, Schererville, IN, 1904 US Highway 41 Schererville, IN 46375 219-440-7591  
Scottsburg Hospitality, LLC, Scottsburg, IN, 1535 McClain Avenue Scottsburg, IN 47170 812-752-1999  
FH-Hotel South Bend Opco, L.L.C., South Bend, IN, 52709 Indiana State Route 933 South Bend, IN 46637-3244 574-277-9373  
77Valparaiso, LLC, Valparaiso, IN, 1451 South Silhavy Road Valparaiso, IN 46383 219-531-6424  
Jali LLC, West Lafayette, IN, 160 Tapawingo Drive West Lafayette, IN 47906 765-269-8000



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### IOWA

Altoona Hospitality, LLC, Altoona Des Moines, IA, 215 Adventureland Drive NW Altoona, IA 50009 515-967-5774  
HGIK Hospitality, LLC, Ames, IA, 2100 Southeast 16th Street Ames, IA 50010 515-232-5510  
ABC Investment, Inc., Ankeny, IA, 6210 SE Convenience Blvd Ankeny, IA 50021 515-261-4400  
Huckleberry Hotel, LLC, Burlington, IA, 3001 Winegard Dr., Suite 130 Burlington, IA 52601 319-237-0700  
Apple Ten Hospitality Management, Inc., Cedar Rapids/North, IA, 1130 Park Place NE Cedar Rapids, IA 52402 319-832-1130  
Apple Ten Hospitality Management, Inc., Davenport, IA, 5290 Utica Ridge Road Davenport, IA 52807 563-441-0001  
Waterfront Lodging, Inc., Des Moines Downtown, IA, 120 SW Water Street Des Moines, IA 50309 515-244-1650  
Midwest Hotel Management, Inc., Des Moines/Urbandale, IA, 8811 Plum Dr. Urbandale, IA 50322 515-252-7000  
Marshalltown LLC, Marshalltown, IA, 20 West Iowa Avenue Marshalltown, IA 50158 641-753-6795  
Mason City Hotel Associates, LLC, Mason City, IA, 2111 4th Street SW Mason City, IA 50401 641-435-7500  
Sioux City Lodging Partners LLC, Sioux City/South, IA, 5555 Sergeant Road Sioux City, IA 51106 712-587-6984  
Mills Civic Hotel Associates, LLC, West Des Moines/SW-Mall Area, IA, 6160 Mills Civic Parkway West Des Moines, IA 50266 515-218-1110

### KANSAS

BHC Lodging, L.C., Dodge City, KS, 4002 West Comanche Dodge City, KS 67801 620-225-0000  
Kansas Global Hotel, LLC, Kansas City-Merriam, KS, 7400 West Frontage Road Merriam, KS 66203 913-722-0800  
Kansas Lodging, LLC, Liberal, KS, 508 Hotel Drive Liberal, KS 67901 620-604-0699  
KSC Lodging, L.C., Mulvane I-35, KS, 785 Kansas Star Drive Mulvane, KS 67110 316-524-3777  
GK of Overland Park KS, LLC, Overland Park South, KS, 7521 W 135th Street Overland Park, KS 66223 913-681-6600  
Kansas Crossing Hotel, L.C. (fka SEKS Hotel Group, L.C.), Pittsburg, KS, 1285 U.S. 69 HWY Pittsburg, KS 66762 620-231-3100  
Wichita Airport Hotel, LLC, Wichita/Airport, KS, 7230 West Harry Wichita, KS 67209 316-942-2000  
Hotel Wichita Greenwich I Opco, L.L.C., Wichita/Northeast, KS, 2433 North Greenwich Road Wichita, KS 67226 316-636-5594

### KENTUCKY

Perry Hotel Group, Inc., Hazard, KY, 70 Morton Boulevard Hazard, KY 41701 606-439-0902  
Shyam-Ghanshyam Hopkinsville LLC, Hopkinsville, KY, 210 Richard Mills Drive Hopkinsville, KY 42240 270-886-8800  
Prithvi, LLC, Louisville-East, KY, 1451 Alliant Ave Louisville, KY 40299 502-809-9901  
Pennyrile Hospitality, LLC, Madisonville, KY, 201 Ruby Drive Madisonville, KY 42431 270-825-2226  
Murray Hospitality LLC, Murray, KY, 1415 Lowes Drive Murray, KY 42071 270-767-2226  
NKY Hospitality, LLC, Newport/Cincinnati, KY, 275 Columbia Street Newport, KY 41071 859-415-0678  
Bryant Downtown Hotel, LLC, Owensboro/Downtown-Waterfront, KY, 401 West 2nd Street Owensboro, KY 42301 270-685-2005

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Paducah Hospitality Partners, LLC, Paducah, KY, 3901 Coleman Crossing Circle Paducah, KY 42001 270-442-0200  
Barkley Lake Inn, Inc., Radcliff/Fort Knox, KY, 50 Bourbon Street Radcliff, KY 40160 270-351-5777  
Wilder Hospitality, L.L.C., Wilder, KY, 10 Hampton Lane Wilder, KY 41076 859-441-3049

### **LOUISIANA**

MIC AEX, LLC, Alexandria, LA, 6124 West Calhoun Drive Alexandria, LA 71303-5067 318-445-4449  
Red Stick Hospitality, LLC, Baton Rouge/Downtown, LA, 462 Lafayette Street Baton Rouge, LA 70801 225-382-2100  
Baton Rouge HPA, LLC, Baton Rouge/I-10 East, LA, 11271 Reiger Road Baton Rouge, LA 70809 225-751-4600  
BRP Investments, L.L.C., Baton Rouge/Port Allen, LA, 2755 Commercial Drive Port Allen, LA 70767 225-389-6655  
Harvey Hotel Investments, LLC, Harvey/New Orleans West Bank, LA, 1651 5th Street Harvey, LA 70058 504-324-5688  
Sunray Hospitality of Jennings, LLC, Jennings, LA, 310 W Fred Ruth Zigler Memorial Dr. Jennings, LA 70546 337-824-2699  
Anjani Hotels LLC, Lafayette, LA, 1910 S. College Road Lafayette, LA 70508 337-266-5858  
Tom Christopoulos, Marksville, LA, 6896 Highway 1 Mansura, LA 71350 318-253-7576  
Yogi Monroe, Inc., Monroe, LA, 5100 Frontage Road Monroe, LA 71202 318-343-6910  
Aaryan Hospitality, L.L.C., Morgan City, LA, 6365 Highway 182 East Morgan City, LA 70380 985-221-4421  
Jay Sachania & Arun Karsan, New Iberia Avery Island, LA, 400 Spanish Towne Boulevard New Iberia, LA 70560 337-321-6700  
BRE NOLA Property Owner LLC, New Orleans Downtown (French Quarter Are, 226 Carondelet Street New Orleans, LA 70130 504-529-9990  
BRE NOLA Property Owner LLC, New Orleans-Convention Center, LA, 1201 Convention Center Blvd. New Orleans, LA 70130 504-566-9990  
Elmwood Hotel Company, L.L.C., New Orleans-Elmwood/Clearview Parkway Ar, 5150 Mounes Street Harahan, LA 70123 504-733-5646  
Sunrise Hospitality V, L.L.C., Shreveport/Bossier City at Airline Drive, 2691 Viking Drive Bossier City, LA 71111 318-841-9700  
Shree Ram Enterprises of Bossier, LLC, Shreveport/South, LA, 8340 Millicent Way Shreveport, LA 71115 318-798-1320  
Sunray Hospitality of Thibodaux, LLC, Thibodaux, LA, 826 North Canal Boulevard Thibodaux, LA 70301 985-446-0900

### **MAINE**

Peter Anastos, Rockland, ME, 190 New County Road Thomaston, ME 04861 207-594-6644  
WELLS HOTEL, LLC, Wells/Ogunquit, ME, 900 Post Road Wells, ME 04090 207-646-0555

### **MARYLAND**

Excel Holdings 8 LLC, Annapolis, MD, 124 Womack Drive Annapolis, MD 21401 410-571-0200  
Rockville-Padonia Enterprises, LLC, Baltimore North/Timonium, MD, 11 Texas Station Court Timonium, MD 21093 410-628-2800  
MEGHA, Inc., Baltimore/Aberdeen, MD, 795 West Bel Air Avenue Aberdeen, MD 21001 410-273-0202  
Assurance Hospitality LLC, Baltimore/Woodlawn, MD, 1810 Belmont Avenue Windsor Mill, MD 21244 410-281-1111

## **EXHIBIT A**

AHIP MD Hanover 7027 Enterprises LLC, Baltimore-Arundel Mills/BWI, MD, 7027 Arundel Mills Circle Hanover, MD 21076 410-540-9225  
Summit Hotel TRS 136, LLC, Baltimore-Inner Harbor, MD, 131 East Redwood Street Baltimore, MD 21202-1225 410-539-7888  
Shankra, LLC, Camp Springs/Andrews AFB, MD, 5000 Mercedes Boulevard Camp Springs, MD 20746 240-5325510  
MHI - Columbia HI OpCo, LLC, Columbia-South, MD, 7045 Minstrel Way Columbia, MD 21046 410-381-3001  
Park View Hotels, LLC, Edgewood/Aberdeen-South, MD, 2110 Emmorton Park Road Edgewood, MD 21040 410-670-6000  
1565 Opossumtown Pike, LLC, Frederick-Fort Detrick, MD, 1565 Opossumtown Pike Frederick, MD 21702 301-696-1565  
Lanham Lodging, LLC, Glenarden/Washington, DC, 2901 Campus Way North Glenarden, MD 20706 301-322-3200  
BRE SSP Property Owner LLC, National Harbor/Alexandria Area, MD, 250 Waterfront St Oxon Hill, MD 20745 301-567-3531  
Island Hotel Properties, Inc., Ocean City/Bayfront-Convention Center, M, 4301 Coastal Highway Ocean City, MD 21842 410-524-6263  
FRUITLAND PROPERTIES LLC, Salisbury/Fruitland, MD, 304 Prosperity Lane Fruitland, MD 21826 410-548-1282  
MCC Hospitality, LLC, Washington, DC North/Gaithersburg, MD, 960 North Frederick Avenue Gaithersburg, MD 20879 301-990-4300

### **MASSACHUSETTS**

Toole Properties 2006, Inc., Berkshires/Lenox, MA, 445 Pittsfield Rd Lenox, MA 01240 413-499-1111  
PVG FIVE HOSPITALITY INC, Boston/Stoughton, MA, 449 Page Street Stoughton, MA 02072 781-297-2900  
KW WALTHAM LLC, Boston/Waltham, MA, 135 2nd Avenue Waltham, MA 02451 781-466-6644  
Crosstown Center Hotel LLC, Boston-Crosstown Center, MA, 811 Massachusetts Avenue Boston, MA 02118 617-445-6400  
FED Hotel Properties, LLC, Cape Cod/West Yarmouth, MA, 99 Route 28 West Yarmouth, MA 02673 508-862-9010  
FM Hospitality, LLC, Foxborough - Mansfield, MA, 2 Foxborough Boulevard Foxborough, MA 02035 508-623-2555  
66 Greenfield, LLC, Greenfield, MA, 184 Shelburne Road Greenfield, MA 01301 413-773-0057  
Plymouth Hospitality, LLC, Plymouth, MA, 10 Plaza Way Plymouth, MA 02360 508-747-5000  
66 DKR, LLC, Springfield/Downtown, MA, 851 East Columbus Ave Springfield, MA 01105 413-310-2300  
Apple Eight Hospitality Massachusetts Services, In, Westford/Chelmsford, MA, 9 Nixon Road Westford, MA 01886 978-392-1555  
BREIT Mass TRS LLC, Worcester, MA, 65 Prescott St Worcester, MA 01605 508-886-9005

### **MICHIGAN**

Ann Arbor Inn & Suites, Inc., Ann Arbor/West, MI, 2910 Jackson Avenue Ann Arbor, MI 48103 734-994-1100  
Allstate Hotels LLC, Bay City, MI, 3901 Traxler Court Bay City, MI 48706 989-778-2555  
Detroit Airport Hotel Limited Partnership II, Detroit/Airport-Romulus, MI, 31700 Smith Road Romulus, MI 48174 734-595-0033  
Allen Park Inn & Suites, Inc., Detroit/Allen Park, MI, 16400 Southfield Rd Allen Park, MI 48101 313-383-9730  
IMK LLC, Detroit/Canton, MI, 1950 Haggerty Road North Canton, MI 48187 734-844-1111  
Chesterfield Hospitality, Inc., Detroit/Chesterfield Township, MI, 45725 Marketplace Blvd Chesterfield, MI 48051 586-948-2300

## EXHIBIT A

Stellar Hospitality Sterling, LLC, Detroit/Sterling Heights, MI, 36400 Van Dyke Avenue Sterling Heights, MI 48312 586-276-0600  
Galleria Of Troy, L.L.C., Detroit/Troy, MI, 100 Wilshire Drive Troy, MI 48084 248-247-3200  
Woodheaven Enterprises Inc., Detroit/Warren, MI, 32035 Van Dyke Ave Warren, MI 48093 586-8263800  
Wixom Inn & Suites, Inc., Detroit/Wixom, MI, 49025 Alpha Dr Wixom, MI 48393 248-3480170  
Okemos Hospitality Group, LLC, East Lansing/Okemos, MI, 2200 Hampton Place Okemos, MI 48864 517-349-6100  
Alpine Flint, L.L.C., Flint/Grand Blanc, MI, 6060 Rashelle Drive Flint, MI 48507 810-234-8400  
Mid Towne Hospitality LLC, Grand Rapids/Downtown, MI, 433 Dudley Place NE Grand Rapids, MI 49503 616-456-2000  
HSS GR 5200 Hotel Opco, L.L.C., Grand Rapids-Airport/28th Street, MI, 5200 28th Street SE Grand Rapids, MI 49512 616-575-9144  
78Ninethstreet, LLC, Kalamazoo/Oshtemo, MI, 5059 South 9th Street Kalamazoo, MI 49009 269-372-1010  
LVP HMI Lansing Holding Corp., Lansing/West, MI, 900 North Canal Road Lansing, MI 48917 517-999-7900  
77-131Petoskey, LLC, Petoskey, MI, 920 Spring Street Petoskey, MI 49770 231-348-9555  
Saginaw Hospitality, LLC, Saginaw, MI, 2695 Tittabawassee Road Saginaw, MI 48604 989-797-2220

### MINNESOTA

fgd, LLC, Alexandria, MN, 2705 South Broadway Street Alexandria, MN 56308 320-763-3360  
Edgewater Management, LLC, Bemidji, MN, 1019 Paul Bunyan Drive South Bemidji, MN 56601 218-751-3600  
James P. Koehler, Duluth North/Mall Area, MN, 1002 Mall Drive Duluth, MN 55811 218-4817707  
EOC Lino Lakes, LLC, Lino Lakes, MN, 579 Apollo Drive Lino Lakes, MN 55014 763-746-7999  
Minneapolis Hotel Ventures L.L.C., Minneapolis University Area, MN, 2812 University Avenue SE Minneapolis, MN 55414 612-259-8797  
HMW, LLC, Minneapolis West/Minnetonka, MN, 10600 Wayzata Boulevard Minnetonka, MN 55305 952-955-8855  
Summit Hotel TRS 118, LLC, Minneapolis/Downtown, MN, 19 North 8th Street Minneapolis, MN 55403 612-341-3333  
Summit Hotel TRS 005, LLC, Minneapolis-St. Paul Airport, MN, 2860 Metro Drive Bloomington, MN 55425 952-854-7600  
Apple Nine Hospitality Management, Inc., Rochester/North, MN, 2870 59th Street NW Rochester, MN 55901 507-289-6100  
Zenith Asset Company, LLC, Rogers, MN, 13550 Commerce Blvd. Rogers, MN 55374 866-918-2675  
St. Cloud Lodging Associates, LLC, St. Cloud, MN, 145 37th Ave. North Saint Cloud, MN 56303 320-252-4448  
VHRMR MINN LLC, St. Paul Downtown, MN, 200 7th Street West St Paul, MN 55102 651-224-7400  
Oakdale Hotel Partners LLC, St. Paul/Oakdale, MN, 436 Imperial Ave N Oakdale, MN 55128 651-739-7436

### MISSISSIPPI

Peachtree Columbus III, LLC, Columbus, MS, 1915 6th Street North Columbus, MS 39701 662-245-1085  
Lodging America at Grenada, LLC, Grenada, MS, 1545 Jameson Drive Grenada, MS 38901 662-226-1886  
Coastal Hospitality, L.L.C., Gulfport I-10, MS, 15580 Daniel Boulevard Gulfport, MS 39503 228-539-0601

## **EXHIBIT A**

Jackson Downtown Hotels, L.L.C., Jackson Downtown-Coliseum, MS, 320 Greymont Avenue Jackson, MS 39202 601-352-1700  
Laurel Hotels I, Inc., Laurel, MS, 1509 Jefferson Street Laurel, MS 39440 601-399-0659  
Sunray Hospitality of McComb, LLC, McComb, MS, 109 Manisha Drive McComb, MS 39648 601-249-4116  
Prince Preferred Hotels Natchez LLC, Natchez, MS, 627 South Canal Street Natchez, MS 39120 601-446-6770  
Tupelo Hotel Enterprise, LLC, Tupelo/Barnes Crossing, MS, 1116 Carter Cove Tupelo, MS 38804 662-821-0317  
Inn of Vicksburg, Inc., Vicksburg, MS, 3330 Clay St. Vicksburg, MS 39183 601-636-6100  
West Point Hotel, LLC, West Point, MS, 5821 Highway 45 ALT S West Point, MS 39773-412 662-494-7802  
Certified Hospitality Corporation, Wiggins, MS, 1121 East Frontage Road Wiggins, MS 39577 601-528-5255

### **MISSOURI**

AVR Clayton Hotel LLC, Clayton/St. Louis-Galleria Area, MO, 216 N Meramec Avenue Clayton, MO 63105 314-7270700  
Stadium Lodging, LLC, Columbia (at the University of Missouri), 1225 Fellow's Place Boulevard Columbia, MO 65201 573-214-2222  
S & G, L.C., Kansas City-Country Club Plaza, MO, 4600 Summit Kansas City, MO 64112 816-448-4600  
EAS Investment Enterprises, Inc., Springfield, MO, 2750 N. Glenstone Avenue Springfield, MO 65803 417-869-5548  
Apple Nine Hospitality Management, Inc., St. Louis at Forest Park, MO, 5650 Oakland Ave. Saint Louis, MO 63110 314-655-3993  
Midamerica Hotels Corporation, St. Louis South-I-55, MO, 4200 MidAmerica Lane Saint Louis, MO 63129 314-894-1900  
Valley Lodging L.L.C., St. Louis/Chesterfield, MO, 5 McBride and Son Center Dr Chesterfield, MO 63005 636-530-0770

### **MONTANA**

Broso Valley Lodging Investors, LLC, Billings West I-90, MT, 3550 Ember Lane Billings, MT 59102 406-656-7511  
Whitefish Lodging Investors, LLC, Whitefish, MT, 6340 US Hwy 93 South Whitefish, MT 59937 406-730-8901

### **NEBRASKA**

Salt Creek Hotel Associates, LLC, Lincoln/Northeast I-80, NE, 7343 Husker Circle Lincoln, NE 68504 402-435-4600  
Lavista Lodging Investors, LLC, Omaha Southwest/La Vista, NE, 12331 Southport Parkway La Vista, NE 68128 402-895-2900  
Apple Ten Hospitality Management, Inc., Omaha/Downtown, NE, 1212 Cuming Street Omaha, NE 68102 402-345-5500  
Western Hospitality, LLC, a NE llc, Scottsbluff, NE, 301 West Highway 26 Scottsbluff, NE 69361 308-635-5200

### **NEVADA**

10 Hospitality LLC, Carson City, NV, 10 Hospitality Way Carson City, NV 89706 775-885-8800  
WPS LV Hotel, LLC, Las Vegas - Red Rock/Summerlin, NV, 4280 South Grand Canyon Dr Las Vegas, NV 89147 702-227-3305  
Western Hotel Partners LLC, Las Vegas Airport, NV, 6575 South Eastern Avenue Las Vegas, NV 89119 702-647-8000

## EXHIBIT A

Ten Saints SPE LLC, Las Vegas South, NV, 3245 St. Rose Parkway Henderson, NV 89052 702-385-2200  
Henderson Hospitality LLC, Las Vegas/Henderson, NV, 421 Astaire Drive Henderson, NV 89014 702-992-9292  
Sharlands Hospitality, LLC, Reno West, NV, 900 Ambassador Drive Reno, NV 89523 775-470-5555  
LAXMI Hotels, LLC, Reno, NV, 10599 Professional Circle Reno, NV 89511 775-336-2222  
Heritage Inn of Sparks, LLC, Reno/Sparks, NV, 200 Legends Bay Drive Sparks, NV 89434 775-351-2220

### NEW HAMPSHIRE

Chatham Exeter HAS Leaseco, LLC, Exeter, NH, 59 Portsmouth Avenue Exeter, NH 03833 603-658-5555  
Bedford Hotel Group, Inc., Manchester/Bedford, NH, 8 Hawthorne Drive Bedford, NH 03110 603-623-2040  
Olympia Equity Investors X, LLC, North Conway, NH, 1788 White Mountain Highway North Conway, NH 03860 603-356-7736  
Portwalk HI LLC, Portsmouth/Downtown, NH, 23 Portwalk Place Portsmouth, NH 03801 603-430-3033  
Tilton Lodging, LLC, Tilton, NH, 195 Laconia Rd. Tilton, NH 03276 603-286-3400

### NEW JERSEY

FSG Bridgewater Hotel LLC, Bridgewater, NJ, 1277 Route 22 West Bridgewater, NJ 08807 908-722-9910  
Calandra Development Corp., Fairfield, NJ, 118 US Highway 46 East Fairfield, NJ 07004 973-575-5777  
BRE Polygon Property Owner LLC, Mahwah, NJ, 290 Route 17 Corporate Dr. Mahwah, NJ 07430 201-828-2031  
Prince Hotels LLC, Mount Laurel/Moorestown, NJ, 2020 Briggs Road Mount Laurel, NJ 08054 856-733-0020  
Excel Holdings 11 LLC, Newark/Harrison-Riverwalk, NJ, 100 Passaic Avenue Harrison, NJ 07029 973-483-1900  
Parsippany Hospitality LLC, Parsippany/North, NJ, 3737 Route 46 East Parsippany, NJ 07054 973-257-1600  
Robbinsville Fieldhouse, LLC, Robbinsville, NJ, 153 West Manor Way Robbinsville, NJ 08691 609-259-0300  
Glenpointe Associates IV Limited Liability Company, Teaneck Glenpointe, NJ, One Glenwood Avenue Suite B Teaneck, NJ 07666 201-883-9777  
H4 Vineland, LLC, Vineland, NJ, 2134 W. Landis Ave. Vineland, NJ 08360 856-405-0600

### NEW MEXICO

Laxmi Management, LLC, Albuquerque Airport, NM, 1300 Woodward Rd SE Albuquerque, NM 87106 505-246-3574  
Dreamcatcher ABQ North, LLC, Albuquerque North/I-25, NM, 4412 The 25 Way Albuquerque, NM 87109 505-345-4500  
Terrapin NM Operator LLC, Albuquerque-Coors Road, NM, 6150 Iliff Road NW Albuquerque, NM 87121 505-833-3700  
Permian Hotel I, LLC, Artesia, NM, 2501 South Permian Pavilion Loop Artesia, NM 88210 575-746-0707  
Carlsbad Laxmi, LLC, Carlsbad, NM, 120 Esperanza Circle Carlsbad, NM 88220 575-725-5700  
Samir V. Patel, Farmington, NM, 1500 Bloomfield Boulevard Farmington, NM 87401 505-564-3100  
Viren S. & Sangita V. Patel Revocable Trust dated, Gallup, NM, 1460 W. Maloney Avenue Gallup, NM 87301 505-726-0900

## EXHIBIT A

Janak, Inc., Hobbs, NM, 5420 Lovington Highway Hobbs, NM 88242 575-492-6000  
Premier Hospitality, LLC, Las Cruces I-10, NM, 1641 Hickory Loop Las Cruces, NM 88005 575-541-8777  
Premier Hospitality II, LLC, Las Cruces I-25, NM, 2350 East Griggs Avenue Las Cruces, NM 88001 575-527-8777  
White Rock LLC, Los Alamos, NM, 124 State Highway 4 Los Alamos, NM 87544 505-672-3838  
Visvas II, LLC, Roswell, NM, 3607 North Main Roswell, NM 88201 575-623-5151  
Prominence Hospitality, LLC, Ruidoso Downs, NM, 26141 US Hwy 70 E Ruidoso Downs, NM 88346 575-378-1199

### NEW YORK

East Greenbush Lodging Associates, LLC, Albany/East Greenbush, NY, 25 Hampton Inn Drive East Greenbush, NY 12061 518-477-9700  
Crosswinds Airport Development, LLC, Albany-Airport, NY, 45 British American Blvd. Latham, NY 12110 518-782-7500  
Albany Downtown Hotel Partners, LLC, Albany-Downtown, NY, 25 Chapel Street Albany, NY 12210 518-432-7000  
3708 Vestal Pkwy E., LLC, Binghamton/Vestal, NY, 3708 Vestal Parkway East Vestal, NY 13850 607-797-5000  
Downtown Lodging Associates, LLC, Buffalo Downtown, NY, 220 Delaware Avenue Buffalo, NY 14202 716-855-2223  
Manga LLC, Buffalo/Airport, NY, 133 Buell Avenue Cheektowaga, NY 14225 716-631-0200  
Cazenovia Hospitality LLC, Cazenovia, NY, 25 Lakers Ln Cazenovia, NY 13035 315-655-7666  
Sandalwood Hotels, LLC, Jamestown, NY, 4 West Oak Hill Road Jamestown, NY 14701 716-484-7829  
Adirondack Hospitality Corp., Lake George, NY, 2133 Route 9 Lake George, NY 12845 518-668-4100  
The Hotel at Mirror Lake, LLC, Lake Placid, NY, 801 Mirror Lake Drive Lake Placid, NY 12946 518-5239500  
LT Group, LLC, New Hartford, NY, 201 Woods Park Drive Clinton, NY 13323 315-793-1600  
Martin J. Milano, Newburgh - Stewart Airport, NY, 1 Crossroads Court Newburgh, NY 12550 845-567-9100  
ARDAK Hospitality LLC, Plattsburgh, NY, 586 State Route 3 Plattsburgh, NY 12901 518-324-1100  
Lixi Poughkeepsie Hotel, Inc., Poughkeepsie, NY, 2361 South Road Poughkeepsie, NY 12601 845-463-7500  
Rochester True North Lodging, L.L.C., Rochester/Henrietta, NY, 280 Clay Road Rochester, NY 14623 585-475-1300  
Widewaters Victor Company, LLC, Rochester/Victor, NY, 7637 New York State Route 96 Victor, NY 14564 585-924-4400  
MJER 2000, LLC, Rockville Centre, NY, 125 Merrick Road Rockville Centre, NY 11570 516-599-1700  
Turf Parillo, LLC, Saratoga Springs-Downtown, NY, 25 Lake Avenue Saratoga Springs, NY 12866 518-584-2100  
Nicotra Hotel II, LLC, Staten Island, NY, 1120 South Avenue Staten Island, NY 10314 718-477-1600  
East Syracuse Hotel Associates Del LLC, Syracuse Erie Blvd/I-690, NY, 3017 Erie Boulevard East Syracuse, NY 13224 315-373-0333  
East Syracuse Lodging, LLC, Syracuse/Carrier Circle, NY, 6377 Court Street Road East Syracuse, NY 13057 315-437-1060  
Prima Terra Properties, LLC, Syracuse-North (Airport Area), NY, 1305 Buckley Road Syracuse, NY 13212 315-457-9900  
555 Storage Group, LLC, Yonkers - Westchester, NY, 559 Tuckahoe Road Yonkers, NY 10710 914-963-3200  
FSG Yonkers Hotel LLC, Yonkers, NY, 160 Corporate Blvd. Yonkers, NY 10701 914-377-1144

## EXHIBIT A

### NORTH CAROLINA

South Asheville Hotel Associates, LLC, Asheville Biltmore Area, NC, 835 Brevard Road Asheville, NC 28806 828-575-9593  
Biltmore Farms Hotel Group III, LLC, Asheville Biltmore Village, NC, 117 Hendersonville Road Asheville, NC 28803 828-277-1800  
South Asheville Hotel Associates, LLC, Asheville-I-26, NC, 18 Rockwood Road Fletcher, NC 28732 828-687-0806  
Atlantic Beach Hospitality, Inc., Atlantic Beach, NC, 118 Salter Path Road Pine Knoll Shores, NC 28512 252-247-5118  
Watauga Hospitality Associates, LLC, Boone, NC, 1252 US Highway 421 South Boone, NC 28607 828-386-6464  
Parks Hotels, LLC, Burlington, NC, 2935 Saconn Drive Burlington, NC 27215 336-584-8585  
Carolina Beach Hospitality, LLC, Carolina Beach Oceanfront, NC, 1 Harper Avenue Carolina Beach, NC 28428 910-707-1770  
Sapphire Lodging LLC, Cashiers/Sapphire Valley, NC, 3245 US Highway 64 East Sapphire, NC 28774 828-743-4545  
Blue Heaven Associates, L.L.C., Chapel Hill/Durham Area, NC, 6121 Farrington Road Chapel Hill, NC 27517 919-403-8700  
Tarheel Lodging II, LLC, Chapel Hill-Carrboro/Downtown, NC, 370 East Main Street, Unit 100 Carrboro, NC 27510 919-969-6988  
Toringdon Hotel Partners, LLC, Charlotte Ballantyne, NC, 11935 North Community House Rd Charlotte, NC 28277 704-372-2226  
Huntersville Hotel, Inc., Charlotte/Huntersville, NC, 10305 Wilmington Street Huntersville, NC 28078 704-947-5510  
GNP Group of Pineville, LLC, Charlotte/Pineville, NC, 401 Towne Centre Blvd. Pineville, NC 28134 704-889-2700  
Phillips Place Hotel Investors, LLC, Charlotte/SouthPark at Phillips Place, N, 6700 Phillips Place Court Charlotte, NC 28210 704-319-5700  
Sovereign Hospitality of Little Rock, LLC, Charlotte-Airport, NC, 2731 Little Rock Road Charlotte, NC 28214 704-394-6455  
LEI-BREI Charlotte Operating Company, LLC, Charlotte-Arrowood Rd., NC, 9110 Southern Pine Boulevard Charlotte, NC 28273 704-525-3333  
Smith/Curry Hotel Group Kings Grant, LLC, Concord Charlotte, NC, 9850 Weddington Road Extension Concord, NC 28027 704-979-5600  
CEZ, LLC, Dobson, NC, 150 Charlestowne Drive Dobson, NC 27017 336-353-9400  
Innkeeper Properties, Inc., Durham-North I-85, 1542 North Gregson Street Durham, NC 27701 919-688-8880  
Naman Wilmington II, LLC, Fayetteville, NC, 2065 Cedar Creek Road Fayetteville, NC 28312 910-635-3200  
Hotel One Incorporated, Forest City, NC, 227 Sparks Drive Forest City, NC 28043 828-382-1001  
Pramukh Hotel, Inc., Greensboro/Coliseum Area, NC, 3033 W. Gate City Blvd. Greensboro, NC 27403 336-553-1818  
Apple Nine Hospitality Management, Inc., Holly Springs, NC, 1050 S Main Street Holly Springs, NC 27540-8884 919-552-7610  
Winston Jacksonville Fund Owner, LLC, Jacksonville, NC, 1032 Hampton Inn Way Jacksonville, NC 28546 910-347-3400  
Knightdale Ventures, LLC, Knightdale Raleigh, NC, 405 Hinton Oaks Blvd Knightdale, NC 27545 919-2176810  
T.M.F. MOORESVILLE, LLC, Mooresville/Lake Norman, NC, 119 Gallery Center Dr. Mooresville, NC 28117 704-660-7700  
Harrison Inn Corolla, LLC, Outer Banks/Corolla, NC, 333 Audubon Drive Corolla, NC 27927 252-453-6565  
Quality Oil Company, LLC, Raleigh/Cary I-40 (PNC Arena), NC, 111 Hampton Woods Lane Raleigh, NC 27607 919-233-1798  
RALGIC LLC, Raleigh/Crabtree Valley, NC, 3920 Arrow Drive Raleigh, NC 27612 919-881-7080  
Glenwood Hospitality Associates, LLC, Raleigh/Downtown, NC, 600 Glenwood Avenue Raleigh, NC 27603 919-825-4770  
RAL-LOT 1, LLC, Raleigh/Durham Airport - Brier Creek, NC, 8021 Arco Corporate Drive Raleigh, NC 27617 919-484-0500



## EXHIBIT A

Capital Investment Associates II, LLC, Shelby, NC, 2001-B East Dixon Boulevard Shelby, NC 28152 704-487-2800  
McPeake Triumph, LLC, Southern Pines/Pinehurst, NC, 200 Columbus Drive Aberdeen, NC 28315 910-693-4330  
Swansboro Ventures LLC, Swansboro Near Camp Lejeune, NC, 215 Old Hammock Road Swansboro, NC 28584 910-325-9000  
Landfall Hotel Group, LLC, Wilmington/Wrightsville Beach, NC, 1989 Eastwood Road Wilmington, NC 28403 910-256-9600  
Patco Enterprises of Wilson, LLC, Wilson-I-95, NC, 5606 Lamm Road Wilson, NC 27896 252-291-0330  
Apple Ten Hospitality Management, Inc., Winston-Salem/University Area, NC, 309 Summit Square Ct Winston-Salem, NC 27105 336-377-3000

### NORTH DAKOTA

Roughrider Hospitality, LLP, Bismarck/Northwest, ND, 2020 Schafer Street Bismarck, ND 58501 701-751-5656  
Dickinson Lodging Associates, LLC, Dickinson, ND, 110 14th Street West Dickinson, ND 58601 701-456-0100  
Agassiz Hospitality LLC, Fargo Medical Center, ND, 4776 Agassiz Crossing South Fargo, ND 58103 701-356-8070  
GFHIS LLC, Grand Forks, ND, 2985 42nd Street South Grand Forks, ND 58201 701-757-2255  
Bharat I. Patel, Jamestown, ND, 2700 8th Avenue Southwest Jamestown, ND 58401 701-952-6500  
Minot Hotel Partners, LLC, Minot/Airport, ND, 1400 North Broadway Minot, ND 58703 701-838-1400  
Williston Development Group, LLC, Williston, ND, 1515 14th Street West Williston, ND 58801 701-774-5909

### OHIO

Rama Tika Developers, LLC, Alliance, OH, 1831 West State Street Alliance, OH 44601 330-680-4052  
Tara SPK Hospitality LLC, Ashland, OH, 2055 East Main Street Ashland, OH 44805 419-903-0900  
Meander Hospitality Group IV, LLC, Canton, OH, 5256 Broadmoor Circle N.W. Canton, OH 44709 330-491-4335  
Studio Suites By Christopher, Ltd., Chillicothe, OH, 100 North Plaza Blvd. Chillicothe, OH 45601 740-773-1616  
Sycamore Hills LLC, Cincinnati/Kenwood, OH, 2000 Ronald Reagan Drive Cincinnati, OH 45236 513-794-0700  
3000 Vine, LLC, Cincinnati/Uptown-University Area, OH, 3024 Short Vine Street Cincinnati, OH 45219 513-281-2700  
Vine Street Hotel Partners, LLC, Cincinnati-Downtown, OH, 617 Vine Street, Suite A Cincinnati, OH 45202 513-354-2430  
Dylan Hospitality, LLC, Cincinnati-Mason, OH, 5232 Bardes Road Mason, OH 45040 513-4928585  
WC II, LLC, Cincinnati-Union Centre, OH, 9266 Schulze Drive West Chester, OH 45069 513-341-2040  
Beachwood Lodging, LLC, Cleveland/Beachwood, OH, 3840 Orange Place Beachwood, OH 44122 216-831-3735  
Rock Hotel, Ltd., Cleveland/Independence, OH, 6020 Jefferson Independence, OH 44131 216-520-2020  
Ruchin, LLC, Cleveland/Mentor, OH, 5675 Emerald Ct. Mentor, OH 44060 440-358-1441  
Oakwood Hospitality LLC, Cleveland/Oakwood Village, OH, 23300 Oakwood Commons Drive Oakwood Village, OH 44146 440-945-6291  
BAPU, Inc., Cleveland-Arpt/Middleburg Heights, OH, 7074 Engle Road Middleburg Heights, OH 44130 440-234-0206  
Streetsboro Hotel, LLC, Cleveland-Southeast/Streetsboro, OH, 800 Mondial Parkway Streetsboro, OH 44241-4540 330-422-0500

## EXHIBIT A

Aruna Hilliard Hotel, LLC and Indus Hilliard Hotel, LLC, Columbus Hilliard, OH, 3950 Lyman Drive Hilliard, OH 43026 614-334-1800  
Ashford TRS Columbus Easton LLC, Columbus/Easton Area, OH, 4150 Stelzer Road Columbus, OH 43230 614-473-9911  
Buffalo-Columbus Lodging, LLC, Columbus/Polaris, OH, 8411 Pulsar Place Columbus, OH 43240 614-885-8400  
Columbus Southeast Hotel Group, LLC, Columbus/Scioto Downs, OH, 5950 S. High Street Columbus, OH 43137 614-4913800  
Riverview Hotel LLC, Columbus/University Area, OH, 3160 Olentangy River Road Columbus, OH 43202 614-268-8700  
NTK Hotel Group II, LLC, Columbus-Downtown, OH, 501 North High Street Columbus, OH 43215 614-559-2000  
YOR Investments, LLC, Dayton/Airport, OH, 180 Rockridge Road Englewood, OH 45322 937-832-3333  
Orchard Hospitality Corp., Dayton/Vandalia, OH, 7043 Miller Lane Dayton, OH 45414 937-387-0598  
Sunrise Hospitality Elyria LLC, Elyria, OH, 1795 Lorain Boulevard Elyria, OH 44036 440-324-7755  
Sunrise Hospitality, Inc., Fremont, OH, 540 East County Rd 89 Fremont, OH 43420 419-332-7650  
Sunrise Hospitality, Inc., Mansfield-South @ I-71, OH, 2220 South Main Street Mansfield, OH 44907 419-774-1010  
Woodcrest New Albany LP, New Albany Columbus, OH, 5220 Forest Drive New Albany, OH 43054 614-855-8335  
TMI of Niles OPCO, L.L.C., Niles/Warren, OH, 5581 Youngstown Warren Road Niles, OH 44446 330-652-1277  
North Coast Inn IV LLC, Sandusky/Milan, OH, 11608 US RT 250 Milan, OH 44846 419-499-8000  
RK Hospitality, LLC, Springboro/Dayton Area South, OH, 25 Greenwood Lane Springboro, OH 45066 937-743-2121  
Shree Avdhut Partnership, Ltd., Toledo/North, OH, 5865 Hagman Rd. Toledo, OH 43612 419-727-8725  
MCRT2 Toledo Tenant LLC, Toledo/Perrysburg, OH, 9753 Clark Dr. Rossford, OH 43460 419-662-8800  
Westgate Hospitality, LLC, Toledo/Westgate, OH, 3434 Secor Road Toledo, OH 43606 419-214-5555  
Hometown Hospitality Group, Inc., Wilmington, OH, 201 Holiday Drive Wilmington, OH 45177 937-382-4400  
Tashi Hospitality, Inc., Xenia Dayton, OH, 194 S. Progress Drive Xenia, OH 45385 937-347-1029  
Michael A. Naffah, Youngstown/Canfield, OH, 6690 Ironwood Boulevard Canfield, OH 44406 330-702-1900

## OKLAHOMA

Nickie Inc., Ada, OK, 1220 Lonnie Abbott Boulevard Ada, OK 74820 580-436-4040  
Zenith Asset Company, LLC, Altus, OK, 3601 North Main Street Altus, OK 73521 580-482-1273  
SHIV INN, LLC and SHIVAM PROPERTIES, LLC, Ardmore, OK, 526 Railway Express Street Ardmore, OK 73401 580-490-9011  
Claremore Hospitality, LLC, Claremore, OK, 1811 S. Scissortail Avenue Claremore, OK 74017 918-965-1360  
Magnolia Hospitality, LLC, Durant, OK, 3199 Shamrock Lane Durant, OK 74701 580-924-0300  
M.J.S. Hotel, LLC, Elk City, OK, 102 Regional Drive Elk City, OK 73644 580-225-2553  
Southside Hotel, LLC, Enid, OK, 511 Demla Court Enid, OK 73701 580-234-4600  
Janki Hotels LLC, Guthrie, OK, 401 Cimarron Blvd. Guthrie, OK 73044 405-293-9595  
Sonali Hotel Group, LLC, Lawton, OK, 2610 NW Cache Road Lawton, OK 73505 580-355-8200

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Sajnik Lodging, LLC, McAlester, OK, 711 South George Nigh Expressway McAlester, OK 74501 918-302-3882  
Neeha Hotels, LLC, Moore, OK, 614 NW 8th St. Moore, OK 73160 405-735-6821  
Apple Nine Hospitality Management, Inc., Oklahoma City - Bricktown, OK, 300 East Sheridan Oklahoma City, OK 73104 405-232-3600  
Premier Hospitality Group #2, LLC, Oklahoma City/Airport, OK, 4333 SW 15th Street Oklahoma City, OK 73108 405-604-8000  
HIL OKC, LLC, Oklahoma City/Quail Springs, OK, 5400 NW 135th St. Oklahoma City, OK 73142 405-603-4123  
Krisha, LLC, Oklahoma City-South, OK, 920 S.W. 77th Street Oklahoma City, OK 73139 405-602-3400  
Champak B. Patel, Pauls Valley, OK, 105 South Humphrey Boulevard Pauls Valley, OK 73075 405-238-7700  
HISPONCA, LLC, Ponca City, OK, 2805 N. 14th Street Ponca City, OK 74601 580-765-3700  
Continental Overseas, LLC and Bhanumati, LLC, Pryor, OK, 431 MidAmerica Drive Pryor, OK 74361 918-981-8000  
OSU Holdings, LLC, Stillwater West, OK, 615 S. Country Club Road Stillwater, OK 74074 405-332-5575  
Stillwater Hospitality, L.L.C., Stillwater, OK, 717 East Hall of Fame Avenue Stillwater, OK 74075 405-743-1306  
Stroud Hospitality, LLC, Stroud, OK, 915 W. Ada Webb Dr. Stroud, OK 74079 918-987-0144  
One Place Hospitality, LLC, Tulsa Downtown, OK, 211 West 3rd Street Tulsa, OK 74103 918-949-6900  
Leisure Hospitality, Inc., Tulsa North/Owasso, OK, 9009 North 121st East Avenue Owasso, OK 74055 918-609-6700  
MCRT3 Tulsa Tenant LLC, Tulsa South-Bixby, OK, 8220 East Regal Place Tulsa, OK 74133 918-394-2000  
Roger's County Hospitality, LLC, Tulsa/Catoosa, OK, 100 McNabb Field Road Catoosa, OK 74015 918-739-3939  
Sheridan Properties, Inc., Tulsa/Central, OK, 3418 S. 79th East Avenue Tulsa, OK 74145 918-779-4000  
Sheridan Properties, Inc., Tulsa/Tulsa Hills, OK, 7004 S. Olympia Avenue Tulsa, OK 74132 918-340-5000  
71st Hotel, LLC, Tulsa-Woodland Hills at 71ST & Memorial,, 7141 South 85th East Avenue Tulsa, OK 74133 918-294-3300  
AHIP OK Woodward Enterprises, LLC, Woodward, OK, 2814 Williams Avenue Woodward, OK 73801 580-254-5050

## OREGON

Pier 38 Marina & RV Park, LLC, Astoria, OR, 201 39th Street Astoria, OR 97103 503-325-8888  
Ameritel Inns, Inc., Bend, OR, 730 SW Columbia Street Bend, OR 97702 541-388-3000  
Morgan Lodging LLC, Grants Pass, OR, 110 NE Morgan Lane Grants Pass, OR 97526 541-474-5690  
Nichols Hotel LLC, Hood River, OR, 1 Nichols Parkway Hood River, OR 97031 541-436-1600  
Hillsboro Hotel II, L.C. and Hillsboro Ventures, LLC, Portland/Hillsboro-Evergreen Park, OR, 19999 NW Tanasbourne Drive Hillsboro, OR 97124 503-718-0006  
Pearl District Lodging Associates, LLC, Portland/Pearl District, OR, 354 NW 9th Avenue Portland, OR 97209 503-222-5200  
Hanna Hospitality, VII, LLC, Roseburg, OR, 1620 NW Mulholland Dr Roseburg, OR 97470 541-492-1212  
Salem Hotel Investors, LLC, Salem, OR, 510 Hawthorne Avenue SE Salem, OR 97301 503-362-1300

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### PENNSYLVANIA

Arcadia Hotel Venture No. 2., Inc., Bethlehem, PA, 200 Gateway Drive Bethlehem, PA 18017 610-868-2442  
Chestnut Ridge Hotel Associates, L.P., Blairsville, PA, 62 Pine Ridge Road Blairsville, PA 15717 724-459-5920  
California Hotel Associates, Inc., California, PA, 200 Technology Drive Coal Center, PA 15423 724-330-5820  
Onix Hospitality Concord, LLC, Chadds Ford, PA, 40 State Farm Drive Glen Mills, PA 19342 610-358-9540  
RHHOTEL, LP, Cranberry Pittsburgh, PA, 10015 Pendleton Way Cranberry Township, PA 16066 724-720-1100  
WVA-FSH4, LP, Ephrata - Mountain Springs, PA, 380 East Main Street Ephrata, PA 17522 717-733-0661  
Sunnyland Delaware, LLC, Grove City, PA, 4 Holiday Blvd. Mercer, PA 16137 724-748-5744  
Capital Drive Hospitality, LLC, Harrisburg/North, PA, 30 Capital Drive Harrisburg, PA 17110 717-540-0900  
Springwood Hospitality III, LP, Hershey Near the Park, PA, 195 Hershey Road Hummelstown, PA 17036 717-566-3369  
BRE Hospitality PA Property Owner, LP, Hershey, PA, 749 E. Chocolate Avenue Hershey, PA 17033 717-533-8400  
Kuber Hospitality LLC & Lakshmi Inc., Lamar, PA, 24 Hospitality Lane Mill Hall, PA 17751 570-726-3939  
WPAX, LTD., Mansfield, PA, 98 Dorsett Heights Mansfield, PA 16933 570-662-7500  
WVA-FSH4, LP, Mount Joy/Lancaster West, PA, 2301 Strickler Road Manheim, PA 17545 717-653-5515  
Castle Hospitality, New Castle, PA, 2608 W. State Street New Castle, PA 16101 724-656-0000  
Yardley Hospitality Holdings LLC, Newtown, PA, 1000 Stony Hill Road Yardley, PA 19067 215-860-1700  
Irwin Hotel Associates, L.P., North Huntingdon-Irwin, PA, 8441 Country Club Drive North Huntingdon, PA 15642 724-8639900  
F.I. of Montgomeryville Opco, L.L.C., Philadelphia Montgomeryville, PA, 121 Garden Golf Boulevard North Wales, PA 19454 215-412-8255  
Bensalem Realty Enterprises, L.P., Philadelphia/Bensalem, PA, 3660 Street Road Bensalem, PA 19020 267-332-2200  
Pinnacle Holdings - II, LLC, Philadelphia/Media, PA, 300 S Beatty Road. Media, PA 19063 484-443-8899  
Concord Hospitality Enterprises Company, Pittsburgh Airport South-Settlers Ridge,, 5000 Campbells Run Road Pittsburgh, PA 15205 412-788-4440  
Harmarville Hotel Associates, LP, Pittsburgh/Harmarville, PA, 2805 Freeport Road Pittsburgh, PA 15238 412-423-1100  
Ashford TRS Pittsburgh Meadowlands LLC, Pittsburgh/Meadow Lands, PA, 475 Johnson Road Washington, PA 15301 724-222-4014  
Ashford TRS Pittsburgh Waterfront LLC, Pittsburgh/Waterfront-West Homestead, PA, 301 West Waterfront Drive West Homestead, PA 15120 412-462-4226  
The Buncher Company, Pittsburgh-Downtown, PA, 1247 Smallman Street Pittsburgh, PA 15222 412-288-4350  
Hospitality W, LLC, Sharon, PA, 58 Winner Lane West Middlesex, PA 16159 724-528-3030  
Shaner Hotel Group Limited Partnership, State College at Williamsburg Sq, PA, 1955 Waddle Road State College, PA 16803 814-231-1899  
Liberty Hospitality Partners, L.P., Stroudsburg Bartonville, PA, 700 Commerce Blvd Stroudsburg, PA 18360 570-369-1400  
Oaks Hotels 2, LLC, Valley Forge/Oaks, PA, 100 Cresson Boulevard Phoenixville, PA 19460 610-676-0900  
J. McGraw, L.L.C., Warren, PA, 3291 Market Street Extension Warren, PA 16365 814-723-2722

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SMG Warrington L.L.C., Warrington Horsham, PA, 201 Metro Drive Warrington, PA 18976 215-491-0700  
Millett Wilkes-Barre Pa, LLC, Wilkes-Barre/Scranton, PA, 876 Schechter Drive Wilkes-Barre, PA 18702 570-824-1005  
Liberty Hospitality Partners, L.P., Williamsport-Faxon Exit, PA, 66 Liberty Lane Williamsport, PA 17701 570-601-5800  
Central PA Equities 17, LLC, York/South, PA, 2159 South Queen Street York, PA 17402 717-741-0900

### RHODE ISLAND

WM Hotel Group LLC, Newport/Middletown, RI, 317 West Main Road Middletown, RI 02842 401-848-6555  
Excel Holdings 17 LLC, Providence/Smithfield, RI, 945 Douglas Pike Smithfield, RI 02917 401-232-9200  
Hotel Warwick Opco, L.L.C., Providence/Warwick-Airport, RI, 2100 Post Road Warwick, RI 02886 401-739-8888  
Weybosset Hotel LLC, Providence-Downtown, RI, 58 Weybosset Street Providence, RI 02903 401-608-3500

### SOUTH CAROLINA

Columbia Sun Hotel LLC, Bluffton-Sun City, SC, 29 William Pope Drive Bluffton, SC 29909 843-705-9000  
International Boulevard Ventures III, LLC, Charleston Airport, 3020 Montague Avenue North Charleston, SC 29418 843-990-5100  
Northbridge Associates, LLC, Charleston/Mt. Pleasant IOP, SC, 1104 Isle of Palms Connector Mount Pleasant, SC 29464 843-856-3900  
West Ashley Ventures, LLC, Charleston/West Ashley, SC, 678 Citadel Haven Drive Charleston, SC 29414 843-573-1200  
Innkeeper of Hopewell, Inc., Clinton, SC, 201 East Corporate Center Drive Clinton, SC 29325 864-938-1040  
SpringCrossing Hotel, LLC, Columbia Killian Road, SC, 1310 Robert's Branch Pkwy Columbia, SC 29203 803-999-1800  
Hotel 201 Exchange Blvd Opco, L.P., Columbia/Southeast- Ft. Jackson, SC, 201 East Exchange Boulevard Columbia, SC 29209 803-217-3999  
Raldex III, Inc., Florence-Civic Center, SC, 3000 West Radio Drive Florence, SC 29501 843-629-9900  
Raldex IV, Inc., Florence-North/I-95, SC, 1735 Stokes Road Florence, SC 29501 843-662-7000  
FM Hotel, LLC, Fort Mill, SC, 1520 Carolina Place Drive Fort Mill, SC 29708 803-578-2600  
Vintel Hotel Parkway LLC, Greenville Airport, SC, 128 The Parkway Greenville, SC 29615 864-263-5555  
Innkeeper Motor Lodge West, Inc., Greenville/Spartanburg I-85, SC, 108 Spartangreen Blvd. Duncan, SC 29334 864-486-8100  
Greenville RHP Holdings, LLC, Greenville-Downtown, SC, 171 RiverPlace Greenville, SC 29601 864-271-8700  
Hartsville Ventures, LLC, Hartsville, SC, 203 East Carolina Ave. Hartsville, SC 29550 843-332-2128  
Myrtle Beach Oceanfront Inn, LLC, Myrtle Beach/Oceanfront, SC, 1801 South Ocean Boulevard Myrtle Beach, SC 29577 843-946-6400  
University Ventures, LLC, North Charleston/University Blvd, SC, 2688 Fernwood Drive North Charleston, SC 29406 843-735-7500  
Naman Orangeburg II, LLC, Orangeburg, SC, 749 Citadel Road Orangeburg, SC 29118 803-937-5800  
Serene Hospitality, LLC, Seneca-Clemson Area, SC, 1011 East North 1st Street Seneca, SC 29678 864-482-2900  
Vintel Hotel Spartanburg, LLC, Spartanburg I-26-Westgate Mall, SC, 801 Spartan Boulevard Spartanburg, SC 29301 864-699-2222  
Naman Walterboro II, LLC, Walterboro, SC, 129 Cane Branch Rd Walterboro, SC 29488 843-538-2300

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### SOUTH DAKOTA

Aberdeen Lodging Group, L.L.C., Aberdeen, SD, 3216 7th Ave. S.E. Aberdeen, SD 57401 605-262-2600

Shree Nathji, Inc., Brookings, SD, 3017 Lefevre Drive Brookings, SD 57006 605-697-5232

57th Street Lodging Partners Corporation, Sioux Falls / Southwest, SD, 3701 Avera Drive Sioux Falls, SD 57108 605-271-0992

Watertown Lodging Associates, LLC, Watertown, SD, 2720 9th Avenue SE Watertown, SD 57201 605-878-1800

### TENNESSEE

Vision Chattanooga 4th Street LLC, Chattanooga/Downtown, TN, 400 Chestnut Street Chattanooga, TN 37402 423-693-0500

Vision Chattanooga Hamilton Place II, LLC, Chattanooga-Hamilton Place, TN, 2014 Hamilton Place Boulevard Chattanooga, TN 37421 423-602-7840

J&S Clarksville Hospitality, LLC, Clarksville, TN, 3091 Clay Lewis Road Clarksville, TN 37040 931-378-6070

Berry Farms Hotel Partners, LLC, Franklin Berry Farms, TN, 7101 Berry Farms Crossing Franklin, TN 37064 615-599-3700

Apple Nine Hospitality Management, Inc., Jackson, TN, 150 Campbell Oaks Drive Jackson, TN 38305 731-427-6100

Sachchidanand Hotel Papermill, Inc., Knoxville Papermill Drive, TN, 601 N Weisgarber Road Knoxville, TN 37919 865-693-5400

Lodgingsmith Hospitality, LLC, Knoxville/North I-75, TN, 5411 Pratt Road Knoxville, TN 37912 865-689-1011

Sachchidanand Operations, Inc., Knoxville-Downtown, TN, 618 West Main Street Knoxville, TN 37902 865-522-5400

SREIT HI Knoxville OpCo, L.L.C., Knoxville-Turkey Creek/Farragut, TN, 11340 Campbell Lakes Drive Knoxville, TN 37934 865-966-0303

Lebanon Platinum, LLC, Lebanon, TN, 1065 Franklin Road Lebanon, TN 37090 615-444-3445

Omkar Associates, Manchester, TN, 1143 Woodbury Hwy Manchester, TN 37355 931-728-9528

Germantown Neshoba Hotel Partners, LLC, Memphis Germantown, TN, 1680 S Germantown Rd. Germantown, TN 38138 901-309-0555

Apple Nine Hospitality Management, Inc., Memphis, at Beale Street, TN, 175 Peabody Place Memphis, TN 38103 901-260-4000

Cordova Hotel, LLC, Memphis-Galleria, TN, 2935 N. Germantown Rd. Bartlett, TN 38133 901-382-2050

HLT Memphis LLC, Memphis-Shady Grove, TN, 962 S. Shady Grove Road Memphis, TN 38120 901-762-0056

KVNRamani, Inc., Millington, TN, 8838 U.S. Highway 51 North Millington, TN 38053 901-872-4435

SunRise Hospitality, LLC, Mt. Juliet, TN, 5001 Crossings Circle Mount Juliet, TN 37122 615-553-5900

Murfreesboro HPA, LLC, Murfreesboro, TN, 325 North Thompson Lane Murfreesboro, TN 37129 615-890-2424

Pinnacle Hospitality Partners, LLC, Nashville at Opryland, TN, 230 Rudy Circle Nashville, TN 37214 615-620-2500

HIT Portfolio I MISC TRS, LLC, Nashville/Franklin (Cool Springs), TN, 7141 South Springs Dr. Franklin, TN 37067 615-771-7225

Rakesh J. Govindji and Raman G. Dayal, Nashville/Goodlettsville, TN, 860 Conference Drive Goodlettsville, TN 37072 615-645-1929

Ernst-Western Corporation, Nashville/Hendersonville, TN, 111 Saundersville Rd Hendersonville, TN 37075 615-751-5066

AHP Real 3 Platform III Nashville 2573 Tenant LLC, Nashville/Smyrna, TN, 2573 Highwood Blvd Smyrna, TN 37167 615-355-8432

Tara of Nashville, LLC, Nashville-Airport, TN, 583 Donelson Pike Nashville, TN 37214 615-885-4242

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LCP Nashville Operator LLC, Nashville-Downtown, TN, 310 4th Avenue South Nashville, TN 37201 615-277-5000  
GH COMPANY, LLC, Nashville-Green Hills, TN, 2324 Crestmoor Road Nashville, TN 37215 615-777-0001  
2330 Elliston, LLC, Nashville-Vanderbilt-Elliston Place, TN, 2330 Elliston Place Nashville, TN 37203 615-320-6060  
East TN Holdings, LLC & Nelson Holdings, LLC, Pigeon Forge on the Parkway, TN, 2025 Parkway Pigeon Forge, TN 37863 865-428-1600  
B & H Lodging, LLC, Sevierville at Stadium Drive, TN, 105 Stadium Drive Kodak, TN 37764 865-465-0590

### TEXAS

AP-HN LLC, Abilene I-20, TX, 3526 West Lake Road Abilene, TX 79601 325-673-4400  
Apple Nine Hospitality Texas Services, Inc., Allen, TX, 830 West Stacy Road Allen, TX 75013 214-495-7667  
Amarillo West, LLC, Amarillo West, TX, 6901 I-40 West Amarillo, TX 79106 806-467-9997  
Vidhi Hotels, Ltd., Amarillo-East, TX, 7777 I-40 East Amarillo, TX 79118 806-418-2000  
Austin VHR SPE, LLC, Austin @ The University/Capitol, TX, 1701 Lavaca Street Austin, TX 78701 512-499-8881  
TXHP Buda 2 Opco, L.L.C., Austin South/Buda, TX, 1201 Cabela's Drive Buda, TX 78610 512-295-4900  
Sanjay Enterprises I, Ltd., Austin/Cedar Park-Lakeline, TX, 10811 Pecan Park Blvd Austin, TX 78750 512-249-0045  
Lakeway Hospitality, LP, Austin/Lakeway, TX, 2013 Ranch Road 620 South Lakeway, TX 78734 512-263-7474  
Austin Airport HPA, LLC, Austin-Airport, TX, 7712 E. Riverside Drive Austin, TX 78744 512-389-1616  
Summit Hotel TRS 117, LLC, Austin-Downtown/Convention Center, TX, 200 San Jacinto Blvd. Austin, TX 78701 512-472-1500  
Soft Hotels, LLC, Bastrop, TX, 240 South Hasler Boulevard Bastrop, TX 78602 512-321-2898  
Fortress Lodging, L.L.C., Bay City, TX, 4617 7th Street Bay City, TX 77414 979-245-7100  
Payal Hotel Enterprises, Inc., Big Spring, TX, 805 West I-20 Highway Big Spring, TX 79720 432-264-9800  
D&L Hotel Investments I, LLC, Boerne, TX, 34935 IH-10 West Boerne, TX 78006 830-816-8800  
Borger Properties, Inc., Borger, TX, 1415 West Wilson Street Borger, TX 79007 806-273-2494  
SRI Hospitality & Resorts I LP, Brenham, TX, 2605 Schulte Boulevard Brenham, TX 77833 979-337-9898  
Jugrasa L.L.P., Brownsville, TX, 3000 N. Expressway Brownsville, TX 78526 956-548-0005  
Shivshambu, Inc., Buffalo, TX, 2624 West Commerce Street Buffalo, TX 75831 903-322-2223  
East Center Texas Hospitality LLC, Center, TX, 141 Express Boulevard Center, TX 75935 936-598-4447  
4H Hotels, LLC, Childress, TX, 400 Madison Avenue Childress, TX 79201 940-937-3500  
Cleburne Lodging LLC, Cleburne, TX, 1996 West Henderson Street Cleburne, TX 76033 817-641-7770  
U.S. Lodging, L.P., College Station North, TX, 925 Earl Rudder Freeway South College Station, TX 77845 979-694-2100  
Colleyville Lodging, LLC, Colleyville DFW West, TX, 5300 State HWY 121 Colleyville, TX 76034 817-3185000  
Ohm Guru Krupa, L.L.C., Conroe I-45 North, TX, 2242 Stoneside Road Conroe, TX 77303 936-539-1888  
H.I.S. of Corpus Christi Opco, L.L.C., Corpus Christi, TX, 5879 South Padre Island Drive Corpus Christi, TX 78412 361-985-0505

## EXHIBIT A

Raju G. Bhagat, Corpus Christi-I-37/Navigation Blvd., TX, 917 North Navigation Boulevard Corpus Christi, TX 78408 361-884-4444  
Reliable Hospitality, LLC, Corsicana-I-45, TX, 623 Bryant's Way Corsicana, TX 75109 903-872-2238  
Meadow Hospitality, LP, Dallas - Central Expy / North Park Area,, 10370 North Central Expressway Dallas, TX 75231 214-361-0033  
Atrium TRS III, L.P., Dallas - Mesquite, TX, 1700 Rodeo Drive Mesquite, TX 75149 972-329-3100  
Supreme Bright Dallas, LLC, Dallas / Downtown, TX, 1700 Commerce Street Dallas, TX 75201 214-290-9090  
SM Jim Miller, LLC, Dallas East, TX, 8605 E R L Thornton Freeway Dallas, TX 75228 469-206-6030  
Pegasus Lodging, Ltd., Dallas Market Center, TX, 3051 N Stemmons Freeway Dallas, TX 75247 214-631-1300  
Apple Nine Hospitality Texas Services II, Inc., Dallas/Arlington-South (I-20), TX, 1100 East I-20 Arlington, TX 76018 817-419-3700  
Sudarshan Majmudar, Dallas/DeSoto, TX, 1311 East Centre Park Boulevard Desoto, TX 75115 972-228-0200  
Sports Village Hospitality-Frisco, LLC, Dallas/Frisco North-Fieldhouse USA, TX, 6070 Sports Village Road Frisco, TX 75033 972-668-4200  
Airport South Hotels, LP, Dallas/Ft. Worth Airport South, TX, 4201 Reggis Court Ft Worth, TX 76155 817-952-3080  
Shinn Plano Hospitality, Ltd., Dallas/Plano-East, TX, 2813 E. President George Bush Hwy Plano, TX 75074 972-509-4500  
Richardson Lodging II, LLC, Dallas/Richardson, TX, 2250 N. Glenville Drive Richardson, TX 75082 972-231-9800  
AD-MAR Properties, LLC, Dallas-Arlington Nrth/Entertainment Dist, 2200 Brookhollow Plaza Drive Arlington, TX 76006 817-652-9562  
Cockrell Hill Hospitality, LLC, Dallas-Cockrell Hill/I-30, TX, 1718 North Cockrell Hill Road Dallas, TX 75211 214-634-1800  
Atlantic Grapevine Inn, LLC, Dallas-DFW Airport North-Grapevine, TX, 1750 North Highway 121 Grapevine, TX 76051 972-471-5000  
Dallas Hotels ATE LLC, Dallas-DFW Arpt W-SH 183-Hurst, TX, 1600 Hurst Town Center Drive Hurst, TX 76054 817-503-7777  
Lowen Vista Ridge I, LP, Dallas-Lewisville/Vista Ridge Mall, TX, 2650 Lake Vista Drive Lewisville, TX 75067 972-315-3200  
Atlantic Colony Venture I, LLC, Dallas-The Colony, TX, 3650 Plano Parkway The Colony, TX 75056 469-362-1111  
TXHP Decatur Opco, L.L.C., Decatur, TX, 110 South U.S. Highway 287 Decatur, TX 76234 940-627-4900  
Merchant Hospitality Ltd., Del Rio, TX, 2219 Bedell Avenue Del Rio, TX 78840 830-775-9700  
Rajesh K. Patel, Gurdashan Singh, and Amarjit Kaile, Denison, TX, 3415 Ansley Road Denison, TX 75020 903-464-9010  
Castleblack Denton Operator, LLC, Denton, TX, 1513 Centre Place Drive Denton, TX 76205 940-891-4900  
Dumas Development, L.P., Dumas, TX, 2010 South Dumas Avenue Dumas, TX 79029 806-935-6666  
HIT SWN INT NTC TRS, LP, El Paso-Airport, TX, 6635 Gateway Blvd. West El Paso, TX 79925 915-771-6644  
Patelmang, LLC, El Paso-East, TX, 12055 Gateway West Boulevard El Paso, TX 79936 915-8721215  
VISVAS III LP, El Paso-West, TX, 6411 South Desert Boulevard El Paso, TX 79932 915-833-7000  
Fort Worth Downtown Lodging, LLC, Fort Worth Downtown, TX, 1001 Commerce Street Fort Worth, TX 76102 817-332-5300  
Atul Masters & Hena Masters, Fort Worth/Forest Hill, TX, 6555 Park Brook Forest Hill, TX 76140 817-551-7775  
Fossil Creek Land Partners, Inc., Fort Worth-Fossil Creek, TX, 3850 Sandshell Drive Fort Worth, TX 76137 817-439-8300  
Green Oaks Hospitality, LLC, Fort Worth-West/I-30, TX, 2700 Green Oaks Road Fort Worth, TX 76116 817-732-8585  
Kenneth K. Kothe, Fredericksburg, TX, 515 East Main Street Fredericksburg, TX 78624 830-997-9696



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Apple Nine Hospitality Texas Services IV, Inc., Ft. Worth-Burleson, TX, 13251 Jake Court Fort Worth, TX 76028 817-295-2727  
Gainesville Hospitality, Ltd., Gainesville, TX, 4325 North Interstate 35 Gainesville, TX 76240 940-612-4300  
Isha Realty, Inc., Galveston, TX, 6431 Central City Boulevard Galveston, TX 77551 409-744-5600  
Lalani GTTX Holdings, LLC, Georgetown, TX, 160 River Oaks Cove Georgetown, TX 78626 512-688-5300  
Greenville Lodging, Ltd., Greenville, TX, 3001 Kari Lane Greenville, TX 75402 903-457-9200  
Tri-City Hotel LLC, Harlingen, TX, 1202 Ed Carey Drive Harlingen, TX 78550 956-428-9800  
SRUTI HOSPITALITY, INC., Houston I-10 Central, TX, 5820 Katy Freeway Houston, TX 77007 713-869-9211  
HOUSTXHI PROPERTY, LP, Houston I-10 West Park Row, TX, 18014 Park Row Drive Houston, TX 77084 281-578-6700  
Greenspoint Hospitality, LP, Houston North IAH, TX, 707 North Sam Houston Pkwy East Houston, TX 77060 281-447-6400  
HDP 1960, LLC, Houston/Atascocita, TX, 19108 Moon Trail Dr Humble, TX 77346 832-995-5125  
LEEPAT LLC, Houston/Clear Lake-NASA Area, TX, 506 West Bay Area Blvd. Webster, TX 77598 281-332-7952  
KEIV Hospitality, LLC, Houston/Katy, TX, 22055 Katy Freeway Katy, TX 77450 281-392-1000  
Sonorous Two, L.L.C., Houston/Pasadena, TX, 4741 East Sam Houston Parkway South Pasadena, TX 77505 281-998-3300  
Guru Krishna Corporation, Houston/Rosenberg, TX, 3312 Vista Drive Rosenberg, TX 77471 281-341-9393  
Intercontinental Enterprises, LLC, Houston-Bush Intercontinental Arpt, TX, 15831 John F. Kennedy Blvd Houston, TX 77032 281-442-4600  
Wagon Point L.L.C., Houston-Cypress Station, TX, 150 Wagon Point Drive Houston, TX 77090 281-866-0404  
KSSGH 2 LLC, Houston-League City, TX, 2320 Gulf Freeway South League City, TX 77573 281-614-5437  
Chatham Houston HAS Leaseco LLC, Houston-Medical Ctr./Reliant Park, TX, 1715 Old Spanish Trail Houston, TX 77054 713-797-0040  
Bhagvat "Bill" Soma Patel, Houston-Westchase, TX, 6440 West Sam Houston Parkway South Houston, TX 77072-1620 281-530-7776  
Huntsville Hotel Group LLC, Huntsville, TX, 120 Ravenwood Village Drive Huntsville, TX 77340 936-439-5228  
OVP LLC, Hutto Austin, TX, 327 Ed Schmidt Boulevard Hutto, TX 78634 512-846-2992  
Telephone Investments Inc., La Porte, TX, 1328 Highway 146 South La Porte, TX 77571 281-842-9566  
KILPAN I, LP, Lake Jackson-Clute, TX, 1121 Hwy 332 Clute, TX 77531 979-265-3200  
Bronze Cattle Lodging, LLC, Legacy Park/Frisco, TX, 3199 Parkwood Boulevard Frisco, TX 75034 972-712-8400  
TXHP Longview 1 Opco, L.L.C., Longview-North, TX, 3044 Eastman Road Longview, TX 75605 903-663-8670  
LBBHI Development, L.P., Lubbock-Southwest, TX, 5614 Englewood Avenue Lubbock, TX 79424 806-797-9600  
Lufkin Hospitality, Ltd., Lufkin, TX, 4400 South First Street Lufkin, TX 75901 936-699-2500  
Castleblack Mansfield Operator II, LLC, Mansfield, TX, 1640 Hwy 287 North Mansfield, TX 76063 817-539-0060  
Valley Affiliates, Ltd., McAllen, TX, 10 West Expressway 83 McAllen, TX 78501 956-661-1100  
NYSА Hotels LLC, McKinney, TX, 2008 North Central Expressway McKinney, TX 75069 972-542-6622  
Cricket Inv., Ltd., Mission, TX, 2505 Victoria Drive Mission, TX 78572 956-682-0333  
JSN Hospitality Group, Inc., Missouri City, TX, 4909 Highway 6 Missouri City, TX 77459 281-208-7901

## EXHIBIT A

Titan Hospitality, Ltd., Mt. Pleasant, TX, 2504 West Ferguson Road Mount Pleasant, TX 75455 903-572-7100  
Sagamore-Fort Worth, LP, N. Fort Worth-Alliance Arpt, TX, 13600 North Freeway Fort Worth, TX 76177 817-439-0400  
Seven West Irving Hospitality, LLC, Nacogdoches, TX, 3625 South Street Nacogdoches, TX 75964 936-560-9901  
Pinakin "Pat" Patel, New Braunfels, TX, 575 Hwy 46 South New Braunfels, TX 78130 830-608-0123  
Northgate 2013 Hotel I, LLC, North Houston Spring, TX, 23523 Northgate Crossing Blvd Spring, TX 77373 281-528-7400  
Palestine Lodging, LLC, Palestine, TX, 2700 South Loop 256 Palestine, TX 75801 903-723-0016  
Kelly-Pharr Investors, Ltd., Pharr, TX, 300 West Nolana Loop Pharr, TX 78577 956-781-1116  
Plano Hotel Group, LLC, Plano Dallas, TX, 3316 Central Expressway Plano, TX 75074 972-905-5786  
Port A Hospitality, LP, Port Aransas, TX, 2208 Highway 361 Port Aransas, TX 78373 361-749-8888  
White Flint Partners, Ltd., Port Arthur, TX, 7660 Memorial Blvd. Port Arthur, TX 77642 409-722-6999  
JVM Hotel LLC, Portland Corpus Christi, TX, 1801 Highway 181 Portland, TX 78374 361-777-1500  
Xeonic Investment Group, Inc., Rockport/Fulton, TX, 3677 Highway 35 North Rockport, TX 78382 361-727-2228  
SAT Airport, Inc., San Antonio Airport, TX, 8902 Jones Maltsberger Rd. San Antonio, TX 78216 210-558-3999  
HPTN Brooks City Base, LLC, San Antonio Brooks City Base Area, TX, 8202 City Base Landing San Antonio, TX 78235 210-3334800  
SAT LIVE OAK, LLC, San Antonio Lackland AFB SeaWorld, 1719 Cable Ranch Road San Antonio, TX 78245 210-674-0700  
SAT West Enterprise, Inc., San Antonio Northwest/Medical Center, TX, 11426 IH-10 West San Antonio, TX 78230 210-697-8900  
B & J Hotel, LP, San Antonio/Northeast I-35, TX, 6718 N Interstate 35 San Antonio, TX 78218 210-599-4800  
Ace Flores, LLC, San Antonio-Downtown/Market Square, TX, 411 South Flores Street San Antonio, TX 78204 210-212-7000  
Tri-Star Hotel Group, L.P., San Marcos, TX, 106 I H 35 San Marcos, TX 78666 512-754-7707  
Silverwest-I Schertz (H) LLC, Schertz, TX, 17702 IH-35 North Schertz, TX 78154 210-566-6110  
Selma Thirty Thirty, LLC, Selma-San Antonio-Randolph AFB Area, TX, 14655 IH-35N Access Road Selma, TX 78154 210-590-3388  
Sunstone Hospitality Inc., Stephenville, TX, 910 South Harbin Drive Stephenville, TX 76401 254-918-5400  
Apple Nine Services Texarkana, Inc., Texarkana/Central Mall Area, TX, 4601 Cowhorn Creek Road Texarkana, TX 75503 903-832-3499  
14100 Medical Complex Drive, LLC, Tomball Houston NW, TX, 14100 Medical Complex Drive Tomball, TX 77377 281-357-1500  
Hydra Hotels LLC, Trophy Club - Fort Worth North, TX, 525 Plaza Drive Trophy Club, TX 76262 682-831-1572  
Kalina Hospitality, LLC, Tyler-South, TX, 8962 S. Broadway Avenue Tyler, TX 75703 903-630-7272  
TXHP Waco 1 Opco, L.L.C., Waco-South, TX, 2501 Market Place Drive Waco, TX 76711 254-662-9500  
WAX HOTELS, LLC, Waxahachie, TX, 2010 Civic Center Lane Waxahachie, TX 75165 972-923-0666  
Hiral & Anil Patel Partnership, Winnie, TX, 318 Spur 5 Winnie, TX 77665 409-296-3525

## UTAH

Andromeda Hospitality Group, Inc., Ogden, UT, 2401 Washington Boulevard Ogden, UT 84401 801-394-9400

## **EXHIBIT A**

Hospice, L.C., Orem, UT, 851 West 1250 South Orem, UT 84058 801-426-8500  
Rockford Hotels LLC, Park City, UT, 6609 N. Landmark Drive Park City, UT 84098 435-645-0900  
Shreya Management, Inc., Salt Lake City/Farmington, UT, 332 Park Lane Farmington, UT 84025 801-451-7999  
Dee's Foothill Investments, LLC, Salt Lake City/University-Foothill Dr, U, 1345 S. Foothill Drive Salt Lake City, UT 84108 801-583-3500  
West Jordan ATH2017, LLC, Salt Lake City/West Jordan, UT, 3923 W. Center Park Dr. West Jordan, UT 84084 801-280-7300  
Cooks Cabin, LLC, Salt Lake City-Airport, UT, 307 North Admiral Byrd Road Salt Lake City, UT 84116 801-530-0088  
Springdale Hospitality, LLC, Springdale/Zion National Park, UT, 1127 Zion Park Boulevard Springdale, UT 84767 435-627-9191  
Sun River Hotel Group LC, St. George Sun River, UT, 1250 West SunRiver Parkway St George, UT 84790 435-656-9900

### **VERMONT**

Manchester Hotel Associates II, LLC, Manchester, VT, 4519 Main Street Manchester, VT 05255 802-362-4000

### **VIRGINIA**

Alexandria Hotel Associates, L.C., Alexandria Old Town Area South, VA, 5821 Richmond Highway Alexandria, VA 22303 703-329-1400  
Midtown L.L.C., Charlottesville-at the Univ., VA, 900 W. Main Street Charlottesville, VA 22903 434-923-8600  
MRK Hospitality Inc., Chesapeake/Suffolk/Portsmouth, VA, 4449 Peek Trail Chesapeake, VA 23321 757-465-7000  
Battlefield Hotel, LLC, Chesapeake-Battlefield Blvd., VA, 1421 North Battlefield Boulevard Chesapeake, VA 23320 757-819-5230  
Island Waterfront Hotel L.L.C., Chincoteague-Waterfront, VA, 4179 Main Street Chincoteague, VA 23336 757-336-1616  
AJI US Properties, LLC, Exmore/Eastern Shore, VA, 4129 Lankford Highway P.O. Box 189 Exmore, VA 23350 757-442-7722  
Seven Corners Hospitality, LLC, Falls Church, VA, 6430 Arlington Boulevard Falls Church, VA 22042 703-538-1000  
BRE SSP Property Owner LLC, Fort Belvoir Alexandria South, VA, 8843 Richmond Highway Alexandria, VA 22309 703-619-7026  
Celebrate 1080, LLC, Fredericksburg-at Celebrate Virginia, VA, 1080 Hospitality Lane Fredericksburg, VA 22401 540-786-5530  
AMDM II, LLC, Fredericksburg-South, VA, 4800 Market Street Fredericksburg, VA 22408 540-898-5000  
JAI Herndon Hotel, LLC, Herndon/Reston, VA, 435 Herndon Pkwy Herndon, VA 20170 703-230-1600  
Leesburg Inn & Suites, LLC, Leesburg, VA, 117 Fort Evans Road NE Leesburg, VA 20176 703-669-8640  
HLA Hotel, Inc, Lynchburg, VA, 3600 Liberty Mountain Drive Lynchburg, VA 24502 434-608-1224  
Yoder Inn Group, L.P., Newport News (Oyster Point), VA, 12251 Jefferson Ave. Newport News, VA 23602 757-249-0001  
Norfolk Hotel II, LLC, Norfolk-Airport, VA, 1511 USAA Drive Norfolk, VA 23502 757-605-9999  
Crystal City Hospitality LLC, Reagan National Airport, VA, 2000 Jefferson Davis Highway Arlington, VA 22202 703-418-8181  
Nobility Investments, LLC, Richmond/Glenside, VA, 5406 Glenside Drive Richmond, VA 23228 804-756-1777  
700 Main Master Tenant, LLC, Richmond-Downtown, VA, 700 East Main Street - Suite A Richmond, VA 23219 804-643-5400  
Sunstone Corporation, Richmond-Virginia Center, VA, 1101 Technology Park Dr Glen Allen, VA 23059 804-261-2266

## EXHIBIT A

DSA Roanoke, LLC, Roanoke Airport, VA, 5033 Valley View Blvd. North Roanoke, VA 24012 540-366-6300  
South Commonwealth Partners, LLC, Roanoke-Downtown, VA, 27 Church Avenue SE Roanoke, VA 24011 540-400-6000  
Smithfield Hotel, LLC, Smithfield, VA, 200 Vincents Crossing Smithfield, VA 23430 757-365-4760  
Dulles Sterling Hospitality, LLC, Washington/Dulles Int'l Arpt, VA, 22700 Holiday Park Drive Sterling, VA 20166 703-537-7800  
Nick-Nick, Inc., Williamsburg-Central, VA, 718 Bypass Road Williamsburg, VA 23185 757-229-7330  
Capitol Landing Hotel Associates, L.L.C., Williamsburg-Historic District, VA, 911 Capitol Landing Road Williamsburg, VA 23185 757-941-1777  
P.V.R. Associates, L.L.C., Williamsburg-Richmond Rd., VA, 1880 Richmond Road Williamsburg, VA 23185 757-229-4900  
LH&H, LLC, Woodstock, VA, 1150 Motel Drive Woodstock, VA 22664 540-459-7111

### WASHINGTON

Palmetto Hospitality of Bellevue, LLC, Bellevue Downtown-Seattle, WA, 11405 Northeast 2nd Place Bellevue, WA 98004 425-453-4100  
Hotel Concepts of Kitsap, LLC, Bremerton, WA, 150 Washington Avenue Bremerton, WA 98337 360-405-0200  
BDM Properties, LLC, Burlington, WA, 1860 South Burlington Boulevard Burlington, WA 98233 360-757-7100  
Lexmar Hospitality, LLC, DuPont, WA, 800 Station Drive Dupont, WA 98327 253-912-4444  
Swiss Hotel Leavenworth, LLC, Leavenworth, WA, 301 Ward Strasse Leavenworth, WA 98826 509-470-9798  
Glen Black Descendant's Trust, Olympia/Lacey, WA, 4301 Martin Way E Olympia, WA 98516 360-459-5000  
BHP LLC, Pasco/Tri-Cities, WA, 6826 Burden Boulevard Pasco, WA 99301 509-7921660  
Vancouver Hotel Investors LLC, Portland/Vancouver, WA, 315 SE Olympia Drive Vancouver, WA 98684 360-891-3000  
Lynnwood Inns, Inc., Seattle North/Lynnwood, WA, 19324 Alderwood Mall Parkway Lynnwood, WA 98036 425-771-1888  
BREIT Federal Way TRS LLC, Seattle/Federal Way, WA, 31720 Gateway Center Boulevard S. Federal Way, WA 98003 253-946-7000  
Tri States Development - Kent, LLC, Seattle/Kent, WA, 21109 66th Avenue South Kent, WA 98032 253-872-8811  
Northgate Lodging, LLLP and Alta Properties, LLC, Seattle/Northgate, WA, 9550 1st Ave NE Seattle, WA 98115 206-522-6991  
Royal Hospitality Washington, LLC, Seattle/Redmond, WA, 17770 NE 78th Place Redmond, WA 98052 425-553-1200  
Legacy Renton, LLC, Seattle/Renton, WA, 1300 Lake Washington Blvd. North Renton, WA 98056 425-524-4440  
Woodinville Hotel Investors L.L.C., Seattle/Woodinville, WA, 19211 Woodinville Snohomish Rd. NE Woodinville, WA 98072 425-788-9247  
Sky Hospitality, LLC, Seattle-Airport/28th Ave, 18850 28th Avenue South SeaTac, WA 98188 206-244-5044  
PFHC-SHI, LLC, Seattle-Downtown, WA XS, 700 Fifth Avenue North Seattle, WA 98109 206-282-7700  
Spokane WV Hotel LLC, Spokane Valley, WA, 16418 E. Indiana Avenue Spokane Valley, WA 99216 509-928-6900  
PVI, LLC, Tacoma/Puyallup, WA, 1515 South Meridian Puyallup, WA 98371 253-770-8880  
Hospitality Development Group IV LLC, Tacoma-Mall, WA, 8203 South Hosmer Street Tacoma, WA 98408 253-539-2288  
Capri Blue Mountain, LLC, Walla Walla, WA, 1531 Kelly Place Walla Walla, WA 99362 509-525-1398

## **EXHIBIT A**

### **WEST VIRGINIA**

Hotel Jefferson Crossing, LLC, Charles Town, WV, 157 Pimlico Drive Charles Town, WV 25414 304-725-2200  
Morgantown Hotel Associates, LP, Morgantown University Towne Centre, WV, 325 Granville Square Morgantown, WV 26501 304-598-0600  
Parkersburg, WV 912 LLC, Parkersburg Downtown, WV, 920 Emerson Avenue Parkersburg, WV 26104 304-428-0555  
RSV Wheeling, LLC, Wheeling - The Highlands, WV, 35 Bob Wise Drive Triadelphia, WV 26059 304-547-4222

### **WISCONSIN**

Lake Hallie Lodging LLC, Chippewa Falls, WI, 12707 30th Avenue Chippewa Falls, WI 54729 715-726-3000  
Grafton Hotel Associates, LLC, Grafton, WI, 1385 Gateway Drive Grafton, WI 53024 262-474-1000  
Hudson Hotel Associates LLC, Hudson, WI, 2610 Pearson Drive Hudson, WI 54016 715-952-9959  
125th Avenue Hotel, LLC, Kenosha, WI, 7300 125th Avenue Kenosha, WI 53142 262-358-9800  
La Crosse Hotel Group LLC, La Crosse/Downtown, WI, 511 3rd Street N. La Crosse, WI 54601 608-791-4004  
MSNW SPE Hotel II, LLC, Madison West, WI, 483 Commerce Drive Madison, WI 53719 608-271-0200  
Bassett Johnson, LLC, Madison/Downtown, WI, 440 West Johnson Street Madison, WI 53703 608-255-0360  
Keystone Hills LLC, Menomonie, WI, 2017 Stout Street Menomonie, WI 54751 715-231-3030  
Milwaukee Hotel Equity LLC, Milwaukee Downtown, WI, 176 W. Wisconsin Avenue Milwaukee, WI 53203 414-271-4656  
West Allis Hotel Ventures, LLC, Milwaukee West, WI, 8201 W. Greenfield Avenue West Allis, WI 53214 414-436-2300  
FF&E, LLC, Milwaukee/Franklin, WI, 6901 S. 76th Street Franklin, WI 53132 414-427-4800  
West Bend Hotel Associates, LLC, West Bend, WI, 1975 South 18th Avenue West Bend, WI 53095 262-438-1500  
KSD, LLC, Wisconsin Dells Lake Delton, WI, 921 Wisconsin Dells Parkway South Wisconsin Dells, WI 53965 608-678-2727

### **WYOMING**

Timberline Hospitality, LLC, Buffalo, WY, 85 US Highway 16 East Buffalo, WY 82834 307-684-8899  
JJM Hospitality Inc., Casper, WY, 1100 N. Poplar Road Casper, WY 82601 307-235-6668  
Jai Jai Mata Douglas, Inc., Douglas, WY, 1730 Muirfield Ct. Douglas, WY 82633 307-358-0707  
Wyoming Hotel Holdings, LLC, Green River, WY, 1055 Wild Horse Canyon Road Green River, WY 82935 307-875-5300  
WHI - Pinedale, LLC, Pinedale, WY, 55 Bloomfield Avenue Pinedale, WY 82941 307-367-6700  
Riverton Hotel Development L.L.C., Riverton, WY, 2500 North Federal Blvd Riverton, WY 82501 307-856-3500

## **EXHIBIT A**

### **SIGNED BUT NOT YET OPENED**

#### **ALABAMA**

Vision Hospitality Group, Inc., Huntsville Downtown, AL, 0 Clinton Avenue West Huntsville, AL 35801

#### **ARIZONA**

HSL DV Hotel Opportunity Fund, LLC, Tucson Tech Park, AZ, 9095 S Rita Rd Tucson, AZ 85747

#### **ARKANSAS**

AHG Hotels, LLC, Bentonville Downtown, AR, SEQ of S Main St and SE 2nd St Bentonville, AR 72712

River Valley Lodging, LLC, Conway, AR, 2400 Sanders Road Conway, AR 72032

#### **CALIFORNIA**

HI Anaheim, LLC, Anaheim, CA, 100 W. Katella Avenue Anaheim, CA 92802 714-533-1500

Easton Hospitality LLC, Bakersfield Central, CA, NWQ of Easton Dr. and California Av e. Bakersfield, CA 93309

A.B. Hospitality, Inc., Buena Park, CA, 7307 Artesia Blvd. Buena Park, CA 90621 714-716-1800

Kumar Hotels, Inc., Chico, CA, 1545 Springfield Drive Chico, CA 95928

Smart Investments, Inc., Claremont, CA, 721 S Indian Hill Blvd Claremont, CA 91711

Phyllis Shih, Diamond Bar Los Angeles, CA, 850 Brea Canyon Rd Diamond Bar, CA 91765

Fletcher Hotel LP, El Cajon, CA, 100 Fletcher Parkway El Cajon, CA 92020

Mayur N, LLC, El Cerrito, CA, NWQ of San Pablo Ave and Cutting Bl El Cerrito, CA 94530

Blue Diamond Hospitality, LLC, Gilroy, CA, 5975 Travel Park Circle Gilroy, CA 95070

Hercules Hospitality, LLC, Hercules, CA, NWQ of Sycamore Ave San Pablo Ave Hercules, CA 94547

Heritage Inn of Imperial Beach, LLC, Imperial Beach San Diego, CA, SWQ of Palm Ave 9th St Imperial Beach, CA 91932

CSP Hospitality LLC, Indio, CA, Spectrum Street South of Showcase Pkwy Indio, CA 92203

Aishan, LLC, Los Angeles County Hospital, CA, 1030 N. Soto St. Los Angeles, CA 90033

4110 West 3rd Street, LLC, Los Angeles/Koreatown, CA, 301 S. Harvard Blvd 4110 W. 3rd Str Los Angeles, CA 90020

Marina Hospitality LLC, Marina, CA, 120 Reservation Road Marina, CA 93933

KTM Hospitality Group, LLC, Ontario Rancho Cucamonga, CA, 11669 Foothill Blvd. Rancho Cucamonga, CA 91750

Phyllis Shih, Ontario South, CA, NEQ of Freeway 60 and Haven Ave Ontario, CA 91761

Pacifica SF Investments, LLC, Pacifica, CA, 70 Oceana Blvd Pacifica, CA 94044

Apple Hill Hospitality LLC, Placerville, CA, State Highway 50 and Jacquier Road Placerville, CA 95667

## **EXHIBIT A**

Heritage Inn of Porter Ranch, LLC, Porter Ranch Los Angeles, CA, SWQ of Porter Ranch Dr Rinaldi St Porter Ranch, CA 91326  
Jaskaran Enterprises, Inc., Rocklin, CA, 4215 Granite Dr. Rocklin, CA 95677  
Ivar Eagle, LLC, Rosemead, CA, 3520 Ivar Ave Rosemead, CA 91770  
LSH 1, LLC, San Diego Liberty Station, CA, 2211 Lee Court San Diego, CA 92101 619-881-2710  
7th and Island, LLC, San Diego/Gaslamp, CA, 502-538 7th Avenue corner of Island San Diego, CA 92101  
KKS Hospitality Investment LLC, San Jose Airport, CA, 2088 North First Street San Jose, CA 95131 408-392-0993  
Founder's Investment Corporation, San Mateo, CA, 2940 S. Norfolk Street San Mateo, CA 94403  
Ishwar Realty, LLC, Santa Maria, CA, 2190 Preisker Lane Santa Maria, CA 93458  
Heritage Inn of Santa Rosa, LLC, Santa Rosa, CA, Lot 2, Parcel Map 735, Airway Dr. Santa Rosa, CA 95403  
Simi Valley Hospitality, LLC, Simi Valley, CA, 20 West Cochran St Simi Valley, CA 93065  
Sunnyvale Hospitality, LLC, Sunnyvale/Silicon Valley, CA, 861 East El Camino Sunnyvale, CA 94087  
Elite Hospitality Group, LLC, Watsonville, CA, 1715 West Beach Street Watsonville, CA 95076

### **COLORADO**

Shri Vinayak Inc., Aurora South Denver, CO, 2525 S. Anaheim St. Aurora, CO 80014  
Rio Grande Group, LLC, Durango Downtown Area, CO, 422, 468, 476 East 2nd Street Durango, CO 81301

### **CONNECTICUT**

BLD Hotel Owner, LLC, Bridgeport/Steelpointe Harbor, CT, 325 Stratford Avenue Bridgeport, CT 06608  
SBM Hospitality LLC, North Haven, CT, 1000 Universal Drive North Haven, CT 06473  
SBM Hospitality LLC, Wallingford Meriden, CT, Lot 4, Chalet Drive Wallingford, CT 06492

### **FLORIDA**

Alachua Highpoint LLC, Alachua I-75, FL, NW Corner US HWY 441 I-75 Exit 399 Alachua, FL 32615  
Sunbelt-12CF, LLC, Cape Canaveral Cruise Port, FL, Adjacent to 9000 Astronaut Blvd. Cape Canaveral, FL 32920  
Bill Mazas, Clearwater Central, FL, 2525 Drew Street Clearwater, FL 33765  
Aanya Hospitality, Inc., Jacksonville/Orange Park, FL, 141 Park Avenue Orange Park, FL 32073 904-278-6140  
Macclenny Hospitality, LLC, Macclenny I-10, FL, NWQ of Hodges Road and 6th Street Macclenny, FL 32063  
Hotel Three LLC, Miami Kendall, FL, near Tamiami Airport in Kendall Miami, FL 33186  
Sage Middleburg Hospitality, LLC, Middleburg, FL, 1735 Jeremiah Street Middleburg, FL 32068

## **EXHIBIT A**

North Port Hospitality LLC, North Port, FL, U. S. 41 and Tuscola Boulevard North Port, FL 34287  
JL Orlando Hotel 4, LLC, Orlando Flamingo Crossings, FL, Flamingo Crossings Parcel H-5 Orlando, FL 32830  
Arham Partners, LLC, Panama City Central, FL, 2627 Highway 77 Panama City, FL 32405  
Thomas Speno, Port Orange I-95, FL, 5811 Williamson Boulevard Port Orange, FL 32128  
Shivyog, LLC, Ruskin I-75, FL, 711 SE 33rd Street Ruskin, FL 33570  
Cimarron Posada, LLC, Sanford Orlando, FL, SWQ of Red Cleveland Boulevard and Marquette Avenue Sanford, FL 32773  
Rebco Ventures, LLC, Sarasota Downtown, FL, 209 Cocoanut Avenue Sarasota, FL 34236  
Falkenburg Hotel, LLC, Tampa Riverview Brandon, FL, 10240 Causeway Blvd. Tampa, FL 33619

### **GEORGIA**

DJR Hotel Manager, LLC, Atlanta Airport South, GA, Near the intersection of Sullivan and Southport Roads Atlanta, GA 30337  
Vision Decatur, LLC, Atlanta Decatur/Emory, GA, 116 Clairemont Avenue Decatur, GA 30030 404-378-2305  
NP 15th Street, LLC, Atlanta-Midtown, GA, 1231 West Peachtree Street Atlanta, GA 30309  
One Court, L.P., Johns Creek, GA, 6440 East Johns Crossing Johns Creek, GA 30097 470-4101601

### **ILLINOIS**

First CBV, LLC, Bridgeview Chicago, IL, 7010 S Harlem Ave Bridgeview, IL 60455 224-513-0017  
Marigold Lodging Inc., Pekin (Peoria Area), IL, 3445 Court Street Pekin, IL 61554

### **INDIANA**

Ranjan, LLC, Avon Indianapolis, IN, NWQ of US 36 and Angelina Way Avon, IN 46123  
HIWAYNE LLC, Fort Wayne Downtown, IN, 223 West Jefferson Boulevard Fort Wayne, IN 46802

### **IOWA**

Jeffrey G. Lamont, Fort Dodge, IA, 302 31st Street South Fort Dodge, IA 50501

### **LOUISIANA**

Amit "Al" Patel, New Orleans French Market, LA, 501 Elysian Fields New Orleans, LA 70117

### **MAINE**

275 Route 1, LLC, Kittery-Portsmouth, ME, 275 US Route 1 Kittery, ME 03904 207-439-0751



## **EXHIBIT A**

Portland Hotels Inn, Inc., Portland West, ME, 1200 Brighton Ave Portland, ME 04102

### **MARYLAND**

Ocean II Group, LLC, Ocean City West, MD, 12708 Ocean Gateway Hwy Ocean City, MD 21842 410-213-2500

### **MASSACHUSETTS**

79 Bridge Street Realty LLC, Great Barrington Berkshire Mountains, MA, 79 Bridge Street Great Barrington, MA 01230

Arsenal Hotel, LLC, Watertown Boston, MA, 1 Arsenal Street Watertown, MA 02472

### **MICHIGAN**

Adrian Inn & Suites, LLC, Adrian, MI, SEQ of S. Main Street and Maple Village Road Adrian, MI 49221

Michael Patel, Benton Harbor, MI, NWQ of I-94 and Pipestone Rd Benton Harbor, MI 49022

Midtown Hospitality, LLC, Detroit Midtown, MI, 4 E. Alexandrine St., Unit 2 Detroit, MI 48201

Stellar Hospitality Dundee, LLC, Dundee, MI, Powell Drive Waterstradt Commerce D rive Dundee, MI 48131

Grand Haven Hospitality, Inc., Grand Haven, MI, 586 N. Beacon Blvd Grand Haven, MI

Grandville Inn & Suites, Inc., Grandville Grand Rapids South, MI, 4755 Wilson Ave SW Grandville, MI 49418 616-652-7755

Howell Hospitality, Inc., Howell, MI, Intersection of Latson Road and Interstate 96 Howell, MI 48843

West Road Hospitality, LLC, Woodhaven, MI, NEQ of West Rd and I-75 Woodhaven, MI 48183

Sunrise Hospitality, Inc., Ypsilanti, MI, Intersection of I-94 S. Huron St. Ypsilanti, MI 48197

### **MISSISSIPPI**

DBH Coastal Hotels, LLC, D'Iberville I-10, MS, NWQ of I-10 at Exit 46 next to H2S Diberville, MS 39540 228-392-0457

Ridgeland Hotel Group, LLC, Jackson/Ridgeland, MS, 600 Steed Rd Ridgeland, MS 39157 769-300-5556

### **MISSOURI**

KC Crossroads Hospitality, LLC, Kansas City Downtown Crossroads, MO, 1571 Main Street Kansas City, MO 64108 816-255-3915

Sheri Steffens, St. Charles Old Town Area, MO, 1410 South 5th St. St. Charles, MO 63301

### **MONTANA**

Montana Keystone Ventures, LLC, Bozeman, MT, Baxter Ln 11th Ave Bozeman, MT 59715

## **EXHIBIT A**

### **NEVADA**

YC Fernley Hotel LLC, Fernley, NV, 150 Hwy 95A Off Penny Lane Fernley, NV 89408  
Grimm Norton 2 LLC, Las Vegas Convention Center, NV, SWQ of Sierra Vista Dr Swenson St Las Vegas, NV 89138  
Evergreen Reno Industrial Park, LLC, McCarran, NV, Britain Dr London Dr McCarran, NV 89432  
Love's Hospitality, LLC, Wells, NV, 1091 Cobre St Wells, NV 89835 775-752-2099

### **NEW HAMPSHIRE**

Jazzlyn Hospitality II LLC, Keene, NH, 126 Key Road Keene, NH 03431

### **NEW JERSEY**

KM Hotels, LLC, Cherry Hill, NJ, 2348 Route 70 West Cherry Hill, NJ 08002  
JP Land Holdings Inc., Deptford, NJ, 1251 Hurffville Road Deptford, NJ 08096  
Meadowlands Lodging Associates LLC, Secaucus Meadowlands, NJ, Plaza Drive Secaucus, NJ 07094  
Somerset Atrium LLC, Somerset, NJ, 600 Atrium Drive Somerset, NJ 08873  
Mt. Holly Hospitality LLC, Westampton Mount Holly, NJ, 2015 Route 541 Westampton, NJ 08060

### **NEW YORK**

90-75 Sutphin Realty LLC, Jamaica AirTrain JFK, NY, 90-75 Sutphin Blvd. Jamaica, NY 11435  
HK Olean Hotel, LLC, Olean, NY, 1420 Buffalo Street Olean, NY 14760

### **NORTH CAROLINA**

ANJAN, L.L.C., Cary, NC, 1000 Winstead Drive Cary, NC 27513  
Scaleybark Partners, LLC, Charlotte Scaleybark Station, NC, 3804 South Boulevard Charlotte, NC 28217  
Naman Cascade, LLC, Charlotte Airport Lake Pointe, NC, 2227 Cascade Pointe Boulevard Charlotte, NC 28208  
Innkeeper Motor Lodge, Inc., Charlotte Northlake, NC, 7911 West W.T Harris BLVD Charlotte, NC 28216  
Steele Creek Partnership, LLC, Charlotte Steele Creek Road, NC, NWQ of I-485 Steele Creek Road Outlet Center Charlotte, NC 28273  
Daly Holdings, Inc., Durham Cole Mill Road, NC, SEQ of Cole Mill Road and I-85 Durham, NC 27705  
Greensboro Downtown Hotel, Inc., Greensboro Downtown, NC, 332 South Greene Street Greensboro, NC 27401  
Creeside Lodgings, LLC, Lenoir, NC, 262 Hotel Street Lenoir, NC 28645 828-758-7664  
Prateek Chandak, Pittsboro, NC, Lowes Drive Pittsboro, NC 27312  
Midtown East Hotel, LLC, Raleigh Midtown, NC, Northeast Quadrant of Wake Towne Dr and Wake Forest Road Raleigh, NC 27609  
Baby Appa, LLC, Rockingham, NC, 740 East US Highway 74 Business Rockingham, NC 28379

## **EXHIBIT A**

C-3 Investments of North Carolina, Inc., Southport, NC, 4820 Port Loop Road Southport, NC 28461 910-477-9830  
Winston-Salem Hotel, Inc., Winston-Salem Downtown, NC, 235 North Cherry Street Winston-Salem, NC 27101 336-276-1010

### **OHIO**

Atul Patel, Canal Winchester, OH, 800 West Waterloo Street SEQ of US Route 33 and Gender Road Canal Winchester, OH 43110  
Robert Nofar, Marion, OH, SWQ of I-95 and Blevins Blvd Marion, OH 43302  
STC Hospitality LLC, St. Clairsville, OH, Mall Road Unit 806 St. Clairsville, OH 43950  
Roy Todd Smith, West Chester Liberty Township, OH, SW quadrant of I-75 Liberty Way West Chester, OH 45069

### **OKLAHOMA**

HILALVA, LLC, Alva, OK, Hwy 281 Hwy 64 Alva, OK 73717  
4H Hotels, LLC, Guymon, OK, 1202 NE 6th Street Guymon, OK 73942 580-000-0000  
Meera-Niam, LLC, Norman Conference Center Area, OK, 2300 Conference Center Drive Norman, OK 73069  
HIA Hospitality, LLC, Tulsa Airport, OK, 2203 N. 77th East Avenue Tulsa, OK 74115

### **OREGON**

Kalyan Corvallis Hotels, LLC, Corvallis, OR, 1815 NE Four Acres Place SEQ Hwy 99 NE Circle Blvd Corvallis, OR 97330  
Hackett Hospitality Group, LLC, Oregon City, OR, 415 17th Street Oregon City, OR 97045  
DVKOCR Tigard, LLC, Tigard, OR, 11795 SW 69th Avenue Tigard, OR 97223

### **PENNSYLVANIA**

Oakview Realty, LLC, Carlisle South I-81, PA, Lot 15, Alexander Spring Road Carlisle, PA 17015  
Scott's Bayfront Hotel, LLC, Erie/Bayfront, PA, 130 E. Front St. Erie, PA 16507  
Karma Hotel Properties, LLC, Intercourse, PA, 3747 Old Philadelphia Pike Intercourse, PA 17534  
Ursus Aureus Inc., Kutztown, PA, 15080 Kutztown Road Kutztown, PA 19530  
Stanton Hospitality, LLC, New Stanton, PA, Those parcels consisting of tax ID New Stanton, PA 15672  
Lester Enterprises, Inc., Philadelphia/Airport South-Essington, PA, 535 South Governor Printz Blvd. Lester, PA 19029

### **SOUTH CAROLINA**

Spring Street Ventures, LLC, Charleston Spring Street, SC, 3246 Spring Street Charleston, SC 29403  
Naman Charleston, LLC, Lexington, SC, 101 Park Place Court Lexington, SC 29072

## EXHIBIT A

Market Common Inn & Suites, LLC, Myrtle Beach Market Common, SC, 1310 Farrow Drive Myrtle Beach, SC 29577  
Richburg Systems, LLC, Richburg, SC, 3062 Lancaster HWY Richburg, SC 29729

### SOUTH DAKOTA

Chrisbro IV, Inc., Rapid City Rushmore, SD, 825 Eglin St, Bldg A Rapid City, SD 57701 605-341-1879

### TENNESSEE

CV Hotel Owner LLC, Nashville Downtown Capitol View, TN, 530 11th Avenue North Nashville, TN 37203  
Nashville Skyline Hotel LP, Nashville North - Skyline Center, TN, 3441 Dickerson Pike Nashville, TN 37207 615-762-3500

### TEXAS

Vista Host, Inc., Austin-North, TX, NEQ of I-35 and Parmer Lane Austin, TX 78753  
Lowen Trinity Mills, LP, Carrollton, TX, NWQ of Trinity Mills Rd and McCoy Rd Carrollton, TX 75007  
KM Hotels, LLC, Cedar Park North Austin, TX, NWQ of E Whitestone Blvd and Discovery Blvd Cedar Park, TX 78613  
SWH Duncanville LLC, Duncanville Dallas, TX, SEQ of I-20 and N Main St Duncanville, TX 75116  
Mira Lago Lodging Group, LLC, Farmers Branch Dallas, TX, SWQ of I-635 and Luna Rd Farmers Branch, TX 75234  
Eastchase Hospitality, LLC, Fort Worth Eastchase, TX, NEQ of I-30 and Eastchase Blvd Fort Worth, TX 76120  
Birju Patel, Houston East Beltway 8, TX, SWQ of Beltway 8 and Karissa Ct Houston, TX 77049  
Avalon Sugar Land Hospitality, LLC, Houston/Sugar Land, TX, SWQ of Hwy 6 and Hwy 90 Sugar Land, TX 77479  
Frazer Hotels LP, Irving DFW Airport North, TX, SEQ of W John Carpenter Fwy and Esters Blvd Irving, TX 75063  
TIG Town Center Hotel LP, Keller, TX, NEQ of Bear Creek Pkwy and Rufe Snow Dr Keller, TX 76248  
Jagir Hospitality LLC, Lake Worth, TX, 6400 Shady Oaks Manor Drive Fort Worth, TX 76135  
Treemont Capital Partners V, LP, Lubbock University, TX, 303 Detroit Ave Lubbock, TX 79415  
Magnolia Lodging Development, L.L.C., Plano Legacy Park West, TX, SWQ of Tennyson Pkwy and Corporate Dr Plano, TX 75024  
Bishi LLC, San Antonio East, TX, 6059 IH-10 East San Antonio, TX 78219  
East CVH San Antonio LLC, San Antonio Riverwalk, TX, 118 Soledad Street San Antonio, TX 78205  
Resaca Investments Ltd., South Padre Island, TX, NEQ of State Park Rd 100 and Beach South Padre Island, TX 78597  
Jacobson Hotels, Inc., The Woodlands Shenandoah, TX, SWQ of I-45 and Country Lane The Woodlands, TX 77384  
Panchal Investments, Inc., Weatherford, TX, SEQ of I-20 and E BB Fielder Rd Weatherford, TX 76087

## **EXHIBIT A**

### **UTAH**

East Avenue Development, LLC, Bryce Canyon, UT, NEQ of Hwy 87 Hwy 12 across from Fosters Motel Bryce Canyon, UT 84764  
MMR Investments, LLC, North Logan, UT, 207 North Main Street Logan, UT 84321 435-753-3000  
SH-Spanish Fork, LLC, Spanish Fork, UT, NE Corner of I-15 Hwy. 6 Spanish Fork, UT 84660

### **VERMONT**

Capitol Plaza Corporation, Montpelier, VT, 100 State Street Montpelier, VT 05602  
FARM Developing LLC, Randolph, VT, Interstate 89 N and Vermont Route 66, at N43.9369616, W72.6767616 Randolph, VT 05060  
Champlain School Apartments Partnership, South Burlington, VT, 1068 Williston Road South Burlington, VT 05403

### **VIRGINIA**

Grant Investment Properties, LLC, Arlington Rosslyn, VA, 1501 Arlington Blvd. Arlington, VA 22209  
H3YMB, LLC, Culpeper, VA, 18411 Gate Road Culpeper, VA 22701 540-829-9000  
SP Hotel LLC, Richmond Short Pump, VA, 12341 West Broad Street Richmond, VA 23233  
Springfield Gateway LLC, Springfield, VA, 6841 Franconia Road Springfield, VA 22150  
Sunil Mehta, Tappahannock, VA, Intersection of Tappahannock Blvd Hobbs Hole Drive Tappahannock, VA 22560  
Town Center Hotel, LLC, Virginia Beach Town Center, VA, 4571 Columbus Street Virginia Beach, VA 23462

### **WASHINGTON**

Ferguson Hotel Development, LLC, Moses Lake, WA, 2380 Maiers Rd NWQ Hwy 90 and Kittleson Rd. Moses Lake, WA 98837  
Chun Lai Hospitality, LLC, Snoqualmie, WA, 35228 Snoqualmie Parkway Snoqualmie, WA 98065 425-363-3888  
Spokane South Medical, LLC, Spokane Downtown South, WA, 675 S McClellan St Spokane, WA 99201

### **WYOMING**

James P. Koehler, Cody, WY, 4 Southfork Road Cody, WY 82414  
Ghazanfar Khan, Gillette, WY, 2312 West Over Rd Gillette, WY 82716

# **EXHIBIT B**

## **Exhibit B**

### **HAMPTON INN**

#### **ALABAMA**

Birmingham/Bessemer, AL, NRJC, Inc., Hoover, AL, 35226 205-937-1277

#### **ARIZONA**

Tucson-North, AZ, Zenith Asset Company, LLC, Walnut Creek, CA, 94596 925-933-4000

#### **ARKANSAS**

Bryant, Raghu Inc., N. Little Rock, AR, 72116 501-753-8660

Conway, AR, ANAND, Inc., Little Rock, AR, 72202 501-945-5744

#### **CALIFORNIA**

Carlsbad North San Diego County, Alps Lodging 2 Inc., Solana Beach, CA, 92075 858-350-0111

Highland, CA, Victoria Development Company, Highland, CA, 92346 909-864-8933

Tehachapi, CA, SAMYA Hospitality, LLC, Bakersfield, CA, 93312 559-274-8693

Victorville, CA, Mariposa Land Development, LLC, San Diego, CA, 92110 619-379-4378

#### **COLORADO**

Alamosa, A & A Enterprise of Alamosa Inc., Pueblo, CO, 81001 719-543-4856

Denver Northeast-Brighton, Ashwin A. Amin, Pueblo, CO, 81001 719-543-4856

Denver-Southwest/Lakewood, CO, CNL THL Propco FE II, LLC, Los Angeles, CA, 90071 212-230-3306

Salida, CO, Cheyenne Hotels, LLC, Colorado Springs, CO, 80906 719-930-6729

Sterling, CO, Luxury Inn Sterling, LLC, Westminster, CO, 80031 303-455-4588

#### **CONNECTICUT**

Rocky Hill, CT, Tryst Hospitality, LLC, Milford, CT, 0 203-877-9800

#### **FLORIDA**

Bonita Springs/Naples-North, WS Bonita Hotel South, LLC, Los Angeles, CA, 90017 213-426-2567

Clearwater Central, FL, 185Clearwater, LLC, East Lansing, MI, 48823 517-337-8900

Clearwater-Central, FL, 185Clearwater, LLC, East Lansing, MI, 48823 517-337-8900

Jacksonville-Ponte Vedra Beach-Mayo Clinic Area, MIC JBF LLC, Duluth, MN, 55802 218-720-3807

Kissimmee North, FL, Daniel Corporation of Winter Park, Inc., Maitland, FL, 32751 407-644-6900

Niceville/Eglin AFB, Oikon Hotels Niceville, LLC, Birmingham, AL, 35209 205-240-5173

Perry, Hotel Perry, Inc., Arcadia, CA, 91006 626-321-4800

St. Petersburg, FL, H. St. Pete LLC, Westport, MA, 0 508-676-7888

## **Exhibit B**

Tampa-Veterans Expwy (Airport North), MABEAD Group LLC, Encino, CA, 91436 818-404-2144

### **GEORGIA**

Atlanta - North Druid Hills, 2014 SE Lessee 5 - Emory, LLC, Glen Allen, VA, 23060 804-270-0015

Atlanta Cumberland Mall/NW, 42 Hotel Cumberland, LLC, Burbank, CA, 91502 310-277-0057

Atlanta-Airport, GA, 42 Hotel ATL, LLC, Sherman Oaks, CA, 91403 310-277-0057

Bremen I-20 (Carrollton Area), Apollo Hotel Development Company, Inc., Villa Rica, GA, 30180 404-661-5213

### **ILLINOIS**

Chicago Downtown Magnificent Mile, DHM Chicago Hotel Lessee, LP, North Palm Beach, FL, 33406 561-207-2700

Chicago/Westchester (Oak Brook), IL, Vinayaka Hospitality Westchester LLC, Schaumburg, IL, 60173

St. Louis Columbia, MMCP, LLC, St. Louis, MO, 63146 314-692-6037

### **INDIANA**

Indianapolis-Zionsville, Anson Hospitality, LLC, Carmel, IN, 46032 317-431-0964

La Porte, 62LaPorte, LLC, East Lansing, MI, 48823 517-337-8900

Portage, 60Portage, LLC, East Lansing, MI, 48823 517-337-8900

Princeton, Princeton Hospitality Partners, LLC, Effingham, IL, 62401 217-342-2265

### **IOWA**

Keokuk, Rivercity Hospitality, Coralville, IA, 52241 319-752-7400

### **KENTUCKY**

Danville, Danville Host, LLC, Somerset, KY, 42503 606-231-1130

### **LOUISIANA**

Donaldsonville, LA, Biz 90 Hotels LLC, Laplace, LA, 70068 504-616-4005

Slidell, Travel Choice, Inc., New Orleans, LA, 70128 504-949-3452

### **MARYLAND**

Frederick, RBP-WEE Frederick LLC, Columbus, OH, 43219 614-246-2400

### **MASSACHUSETTS**

Woburn Boston, Madison Woburn Holdings, LLC, Boston, MA, 2116 617-948-2525

### **MISSISSIPPI**

New Albany, New Albany Hospitality, L.L.C., Buford, GA, 30519 770-904-0765



## **Exhibit B**

Pass Christian, MS, Pass Christian Hotel Group, LLC, Ridgeland, MS, 39157 601-927-4555

### **MISSOURI**

Columbia, Columbia Lodging Partners Limited Partnership, Middleton, WI, 53562 608-833-4100  
St. Louis/Sunset Hills, MO, Nismark, L.L.C., Saint Louis, MO, 63131 314-966-2830

### **NEBRASKA**

Sidney, Sidney Hospitality, LLC, Scottsbluff, NE, 69361 308-632-8572

### **NEW HAMPSHIRE**

Concord Bow, Concord Hotel Investors LLC, Fairfield, NJ, 7004 973-882-0505

### **NEW JERSEY**

Secaucus/Meadowlands Area, NJ, Leeward Strategic Properties, Inc., Norwalk, CT, 203-950-5592

### **NEW YORK**

Bronx, NY/at the Stadium, RAM Hotel LLC, Brooklyn, NY, 11231 718-875-8160  
Long Island Brookhaven, BRE NE Hospitality Property Owner LLC, New York, NY, 10154 212-583-5849  
Manhattan/Downtown - Financial District, 44 Pearl Street Lessee, LLC, Philadelphia, PA, 19106 215-238-1046  
Manhattan-SoHo, NY, SoHo 54, LLC, New York, NY, 10013 212-645-3468  
New York JFK Apt (Jamaica-Queens), MHF JFK Operating IV, LLC, Warwick, RI, 2886 401-562-2205  
Seneca Falls, Seneca Hospitality, LLC, Ithaca, NY, 14852 607-280-0565

### **NORTH CAROLINA**

Asheville I-26 Biltomore Area, South Asheville Hotel Associates, LLC, Henderson, NC, 28732 828-687-0806  
Kinston, LRP Hotels of Carolina, LLC, Greensboro, NC, 27409 336-420-7290  
Raleigh Midtown, NC, 42 Hotel Raleigh, LLC, Burbank, CA, 91502 310-277-0057

### **OHIO**

Cincinnati West, OH, Lodging Enterprises, LLC, Bardstown, KY, 40004 502-348-2305  
Cincinnati-Northwest/Fairfield, Middletown Innkeepers, Inc., Fort Wayne, IN, 46814 260-625-4457  
Wheeling/St. Clairsville, OH, Hospitality Associates Limited Partnership, Wheeling, WV, 26003 304-232-5411

### **OKLAHOMA**

Oklahoma City/Edmon, Ghotra Investment Limited Liability Company, Diamond Bar, CA, 91765 909-569-9545

## **Exhibit B**

### **PENNSYLVANIA**

Philadelphia/King of Prussia (Valley Forge), Prussian Lodging Inc., Iowa City, IA, 52240 319-752-7400  
Pittsburgh Monroeville, VHC Monroeville Associates, L.P., Houston, TX, 77042 713-267-5800

### **RHODE ISLAND**

Pawtucket, Akshaj Hospitality, LLC, Lexington, MA, 2420 781-856-8206

### **SOUTH DAKOTA**

Sioux Falls Airport North, SD, Plaza Partners, LLC, Sioux Falls, SD, 57108 605-336-2111

### **TENNESSEE**

Chattanooga-Airport/I-75, TN, HIT Portfolio I 8PK Chattanooga Owner, LLC, Fairfax, VA, 22030 571-529-6100  
Knoxville West at Cedar Bluff, Bryn-Mawr Estates Partnership LLC, Syracuse, NY, 13152 315-487-0861

### **TEXAS**

Cotulla, COMM 2014-LC17 Texas Hotel Properties, LLC, Miami Beach, FL, 33139 305-695-5600  
Dallas-North/I-35E at Walnut Hill, TX, Black Canyon Hospitality, Inc., Dallas, TX, 75229 972-484-6557  
Forney, TX, Forney Lodging LLC, Garland, TX, 75043 972-226-9342  
Houston-I-45 North, TX, Jacobson Hotels, Inc., The Woodlands, TX, 77382 281-825-7238  
Kyle, Krishna Kyle LLC, San Antonio, TX, 78256 254-214-0958  
Murphy, TX, Murphy Hospitality LLC, Southlake, TX, 76092 254-214-0958  
Pleasanton, COMM 2014-LC17 Texas Hotel Properties, LLC, Miami Beach, FL, 33139 305-695-5600  
Port Lavaca, TX, Maruti Hotel Group, LLC, Port Lavaca, TX, 77979 361-482-8714  
Victoria, 7006 North Navarro Holdings Limited Partnership, Bethesda, MD, 20814 301-255-4816

### **UTAH**

Provo, Summit Hotel TRS 023, LLC, Austin, TX, 78738 605-361-9566

### **VERMONT**

Colchester, Burlington Hotel OpCo LLC, New York, NY, 10104 212-372-9456

### **VIRGINIA**

Richmond West, Cedar Inns, L.C., Rapidan, VA, 22733 540-825-8914

## **Exhibit B**

### **HAMPTON INN & SUITES**

#### **ARIZONA**

Phoenix Downtown, MDI Polk Street Hotel, LLC, Minneapolis, MN, 55422 763-287-6777  
Tucson East/Williams Center, CPX Tucson Gateway OPAG, LLC, Covington, KY, 41011 859-292-5527

#### **ARKANSAS**

Little Rock-West, New Project, L.L.C., Little Rock, AR, 72202 501-664-3332

#### **CALIFORNIA**

Rohnert Park/Sonoma County, CPX Rohnert Gateway OPAG, LLC, Covington, KY, 41011 859-392-2242  
Torrance, CA, Devan LLC, Torrance, CA, 90503 562-818-1606

#### **CONNECTICUT**

New Haven-South/West Haven, BRE NE Hospitality, New York, NY, 10154 212-583-5849

#### **FLORIDA**

Bradenton-Airport, PHVIF Sarasota, LLC, Atlanta, GA, 30326 404-497-4111  
Destin, Destin Pink Hotel, Jr., Germantown, TN, 38138 901-322-4810  
Fort Myers Colonial Blvd, NHR Investments, LLC, St. Louis, MO, 63116 314-773-2979  
Orlando International Drive North, Hari IM., Inc. / ID I, Orlando, FL, 32819 580-334-0238  
Orlando/Flamingo Crossings, FL, JL Orlando Hotel 4, LLC, Anchorage, AK, 99501 907-279-8051  
St. Augustine/Vilano Beach, MCR St. Augustine LLC, Flower Mound, TX, 75022 217-393-9150

#### **GEORGIA**

Alpharetta, North Point Augusta II, LLC, Atlanta, GA, 30305 770-817-8403  
Atlanta Downtown, Atlanta Downtown Hotel Operator, Inc., Lake Forest, IL, 60045 847-810-1954  
Atlanta Perimeter Dunwoody, HDP-Sterling, LLC, Atlanta, GA, 30326 404-842-1422  
Braselton, CEHR, LLC, Braselton, GA, 30517 678-425-6933  
Jekyll Island, JOO Hotel Associates LLC, Wilmington, DE, 19809 302-761-7306

#### **IDAHO**

Boise/Spectrum, AmeriTel Inns, Inc., Boise, ID, 83704 208-375-2323  
Coeur d'Alene, Glen Black Descendant's Trust, Boise, ID, 83704 208-375-2323

#### **ILLINOIS**

Chicago Waukegan, Waukegan Star Real Estate LLC, Wheeling, IL, 60090 312-404-6753

## **Exhibit B**

### **KENTUCKY**

Hopkinsville, Hopkinsville Hotel Company, LLC, Lexington, KY, 40507 859-263-0106

### **MISSOURI**

Clayton/St. Louis-Galleria Area, RBP Clayton LLC, Columbus, OH, 43219 614-246-2400

### **NEW JERSEY**

Newark/Harrison-Riverwalk, Harrison Waterfront Associates, LLC, Hauppauge, NY, 11788 631-234-9700

### **NEW YORK**

Buffalo/Airport, Amit N. Patel, Greenbelt, MD, 20770 301-345-8700

Syracuse Erie Blvd/I-690, Om Sai Laxmi, LLC, Somerset, NJ, 08869 908-377-1033

### **OREGON**

Bend, AmeriTel Inns, Inc., Boise, ID, 83704 208-375-2323

### **PENNSYLVANIA**

Pittsburgh/West Carson St., PA, West Carson Associates, Inc., Bridgeville, PA, 15017 412-221-1029

### **RHODE ISLAND**

Providence/Smithfield, BRE NE Hospitality Property Owner LLC, New York, NY, 10154 212-583-5849

### **TENNESSEE**

Memphis at Beale Street, Beale Street Hotel Operator, Inc., Lake Forest, IL, 60045 847-810-1954

Nashville Smyrna, Summit Hotels TRS 089, LLC, Austin, TX, 78738 605-361-9566

### **TEXAS**

Dallas-DFW Airport North-Grapevine, Supreme Bright Grapevine II, LLC, Lewisville, TX, 75067 214-774-4650

Houston / Hwy 6, TX, OM Hospitality Inc., Houston, TX, 77077 281-772-4678

McKinney, McKinney Investors Group, LLC, Coppell, TX, 75019 972-506-9797

### **UTAH**

Salt Lake City, Pacifica Salt Lake City LP, San Diego, CA, 92110 619-296-9000

### **WASHINGTON**

Seattle Federal Way, Royal Hospitality, LLC, Rancho Santa Fe, CA, 92067 858-213-1371

# EXHIBIT C



Hilton Franchise Holding LLC

Financial Statements

*For the years ended December 31, 2018, 2017 and 2016*



**Hilton Franchise Holding LLC**  
**Index to Financial Statements**

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## Report of Independent Auditor

To the Member of  
Hilton Franchise Holding LLC

### Report on the Financial Statements

We have audited the accompanying financial statements of Hilton Franchise Holding LLC, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations and member's capital, and cash flows for the years ended December 31, 2018, 2017, and 2016, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hilton Franchise Holding LLC as of December 31, 2018 and 2017 and the results of its operations and its cash flows for the years ended December 31, 2018, 2017, and 2016, in accordance with accounting principles generally accepted in the United States of America.



Tysons Corner, Virginia  
March 15, 2019



**Hilton Franchise Holding LLC**  
**Balance Sheets**  
(in thousands)

	<b>December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Assets</b>		
Accounts receivable, net of allowance for doubtful accounts of \$911 and \$288	\$ 76,303	\$ 64,919
Due from Hilton affiliates related to franchise deposits	23,193	23,867
Total current assets	99,496	88,786
Franchise contracts, net	81,267	68,117
Deferred franchise fee receivable	214	—
Total non-current assets	81,481	68,117
<b>Total Assets</b>	<b>\$ 180,977</b>	<b>\$ 156,903</b>
<b>Liabilities and Member's Equity</b>		
Franchise deposits	\$ 23,193	\$ 23,867
Franchise contract acquisition costs payable	2,000	2,500
Other	15	110
Total current liabilities	25,208	26,477
Deferred interest income	172	—
Total liabilities	25,380	26,477
Commitments and contingencies - see Note 6		
Contributed capital	10,000	10,000
Retained earnings	4,189,802	3,291,355
Due from Hilton affiliates	(4,044,205)	(3,170,929)
Total member's equity	155,597	130,426
<b>Total Liabilities and Member's Equity</b>	<b>\$ 180,977</b>	<b>\$ 156,903</b>

See notes to financial statements.

**Hilton Franchise Holding LLC**  
**Statements of Operations and Member's Equity**  
(in thousands)

	Year Ended December 31,		
	2018	2017	2016
<b>Revenues</b>			
Franchise royalty fees	\$ 827,061	\$ 718,849	\$ 610,664
Franchise sales and change of ownership fees	71,818	67,634	74,340
Franchise termination fees	5,504	1,029	1,570
Total revenues	904,383	787,512	686,574
<b>Expenses</b>			
Operating expenses	44	121	241
Provision for doubtful accounts, net of recoveries	623	137	(28)
Amortization expense	5,179	3,395	2,459
Total expenses	5,846	3,653	2,672
<b>Operating income</b>	898,537	783,859	683,902
Non-operating income	23	—	—
<b>Income before taxes</b>	898,560	783,859	683,902
Foreign withholding tax expense	(113)	(100)	(90)
<b>Net income</b>	<u>\$ 898,447</u>	<u>\$ 783,759</u>	<u>\$ 683,812</u>
<b>Member's equity, beginning of year</b>	\$ 130,426	\$ 102,932	\$ 74,981
Net income	898,447	783,759	683,812
Increase in due from Hilton affiliates	(873,276)	(756,265)	(655,861)
<b>Member's equity, end of year</b>	<u>\$ 155,597</u>	<u>\$ 130,426</u>	<u>\$ 102,932</u>

See notes to financial statements.

**Hilton Franchise Holding LLC**  
**Statements of Cash Flows**  
(in thousands)

	<b>Year Ended December 31,</b>		
	<b>2018</b>	<b>2017</b>	<b>2016</b>
<b>Operating Activities:</b>			
Net income	\$ 898,447	\$ 783,759	\$ 683,812
Adjustments to reconcile net income to net cash provided by operating activities:			
Provision for doubtful accounts, net of recoveries	623	137	(28)
Amortization expense	5,179	3,395	2,459
Contract acquisition costs	(17,800)	(19,175)	(22,400)
Refund of contract acquisition costs	270	611	—
Changes in operating assets and liabilities:			
Accounts receivable	(12,007)	(12,516)	(7,953)
Other current liabilities	(95)	36	(2,011)
Change in franchise contract acquisition costs payable	—	—	2,000
Other	(1,299)	—	—
Net cash provided by operating activities	<u>873,318</u>	<u>756,247</u>	<u>655,879</u>
<b>Investing Activities:</b>			
Payments received on (issuance of) deferred franchise fee receivable	(214)	18	(18)
Fee for issuance of financing receivable	172	—	—
Net cash provided by (used in) investing activities	<u>(42)</u>	<u>18</u>	<u>(18)</u>
<b>Financing Activity:</b>			
Increase in due from Hilton affiliates	(873,276)	(756,265)	(655,861)
Net cash used in financing activity	<u>(873,276)</u>	<u>(756,265)</u>	<u>(655,861)</u>
<b>Net change in cash and cash equivalents</b>	<u>—</u>	<u>—</u>	<u>—</u>
<b>Cash and cash equivalents, beginning of year</b>	<u>—</u>	<u>—</u>	<u>—</u>
<b>Cash and cash equivalents, end of year</b>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>
<b>Supplemental Disclosures:</b>			
Decrease in due from Hilton affiliates related to franchise deposits	\$ 674	\$ 26	\$ 7,299
Decrease in franchise deposits	\$ (674)	\$ (26)	\$ (7,299)

See notes to financial statements.

## NOTES TO FINANCIAL STATEMENTS

### **Note 1: Organization**

Hilton Franchise Holding LLC ("we," "us," "our" or the "Company"), is a Delaware limited liability corporation that was formed on September 12, 2007 and began operations on October 11, 2007, to be a franchisor of the Hilton family of brands within the United States ("U.S.") and territories of the U.S., for franchise contracts executed or amended subsequent to October 24, 2007. We are a wholly owned subsidiary of Hilton Domestic Operating Company Inc., whose equity is indirectly held by Hilton Worldwide Holdings Inc. ("Hilton").

We license intellectual property from a wholly owned affiliate of Hilton on a royalty free basis and then license the use of this trademark to third-party hotel owners under long-term franchise contracts.

### **Note 2: Basis of Presentation and Summary of Significant Accounting Policies**

#### ***Basis of Presentation***

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. Certain prior year amounts in the statements of cash flows have been reclassified to conform to current year presentation.

#### ***Summary of Significant Accounting Policies***

##### ***Revenue Recognition***

Revenues are earned in connection with the licensing of one of our brands, usually under long-term contracts with the hotel owner, and include the following:

- *Franchise royalty fees* are generally based on a percentage of the hotel's monthly gross room revenue and, in some cases, may also include a percentage of gross food and beverage revenues and other revenues, as applicable. Franchise royalty fees are recognized as revenue as the fees are earned, which is when all material services or conditions have been performed or satisfied by us.
- *Franchise sales and change of ownership fees* include application, initiation and other fees and are charged when: (i) new hotels enter our system; (ii) there is a change of ownership of a hotel; or (iii) contracts with hotels already in our system are extended. We also earn fees from hotel owners for product improvement plans to convert existing hotels to our brand name. Franchise sales and change of ownership fees are recognized as revenue upon execution of a contract when it is determined that the fees are non-refundable, all material services required to earn the fee have been performed and we have no remaining contractual obligations.
- *Franchise termination fees* are fees charged in connection with the termination of a franchise contract by the hotel owner. We recognize termination fees in the period in which the payment is received if there is no further service to be provided due to the uncertainty of collection associated with the termination of the relationship with the hotel owner.

##### ***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable represents amounts due from franchisees and is presented net of an allowance for doubtful accounts. An allowance for doubtful accounts is provided on accounts receivable when losses are probable based on historical collection activity and current business conditions.

##### ***Franchise Contracts***

We capitalize cash consideration paid to incentivize hotel owners to enter into franchise contracts with us as contract acquisition costs, which are presented as franchise contracts, net in our balance sheets. Contract acquisition costs are amortized using the straight-line method over the contract term, including any renewal periods that are at our sole option, and is generally 10 to 20 years. We review our franchise contracts, net for impairment when indicators of impairment exist. We perform an analysis to determine the recoverability of the franchise contracts, net carrying value by comparing the expected undiscounted

future cash flows to the net book value of the franchise contracts, net. If the carrying value is not recoverable, we recognize an impairment loss for the excess carrying value over the estimated fair value in our statements of operations and member's equity. There were no accumulated impairment losses related to our franchise contracts as of December 31, 2018 and 2017.

### ***Franchise Deposits***

Franchise deposits represent franchise application fees that are collected at the time a hotel owner applies for a franchise license. These amounts are recorded as a liability until the fees are non-refundable, all initial services required to earn the fee have been performed and no other material obligations related to substantial performance exist. The deposits are recognized as revenue when the franchise contract has been executed or the criteria required for refund has not been met. If the franchise application is not approved, the application fee is refunded to the applicant, less processing fees. Deposits that are to be refunded that have not been paid as of the balance sheet date are classified as other current liabilities in our balance sheets.

### ***Fair Value Measurements***

The fair values of our financial assets and liabilities are estimated to be equal to their carrying values as of December 31, 2018 and 2017.

### ***Fair Value Measurements - Valuation Hierarchy***

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date (i.e., an exit price). We use the three-level valuation hierarchy for classification of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from independent sources. Unobservable inputs are inputs that reflect our own assumptions about the data market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The three-tier hierarchy of inputs is summarized below:

- Level 1 - Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 - Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.
- Level 3 - Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

The classification of assets and liabilities within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement in its entirety. Proper classification of fair value measurements within the valuation hierarchy is considered each reporting period. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

### **Note 3: Recently Issued Accounting Pronouncements**

#### ***Accounting Standards Not Yet Adopted***

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09 ("ASU 2014-09"), *Revenue from Contracts with Customers (Topic 606)*. This ASU supersedes the revenue recognition requirements in *Revenue Recognition (Topic 605)* and requires entities to recognize revenue when a customer obtains control of promised goods or services and in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. Subsequent to ASU 2014-09, the FASB issued several related ASUs to clarify the application of the new revenue recognition standard, collectively referred to as ASU 2014-09. ASU 2014-09 permits two transition approaches: full retrospective and modified retrospective. We will adopt ASU 2014-09 on January 1, 2019 using the full retrospective approach.

The primary anticipated effects of the provisions of ASU 2014-09 on our revenue recognition are as follows:

- Application, initiation and other fees that are earned when: (i) new hotels enter our system; (ii) there is a change of ownership; or (iii) contracts are extended, will be recognized over the term of the franchise contract, rather than upon execution of the contract.

- Contract acquisition costs will be recognized over the term of the contracts as a reduction to franchise royalty fees, instead of as amortization expense, with no effect on our net income (loss).

Revenue recognition related to our accounting for ongoing royalty fee revenues from our franchise contracts will otherwise remain unchanged.

#### Note 4: Franchise Contracts

Franchise contracts, net was as follows:

	December 31,	
	2018	2017
	(in thousands)	
Contract acquisition costs	\$ 94,301	\$ 75,870
Accumulated amortization <sup>(1)</sup>	(13,034)	(7,753)
	<u>\$ 81,267</u>	<u>\$ 68,117</u>

<sup>(1)</sup> Amortization begins on the opening date of the property to which the franchise contract relates.

We estimate future amortization of our contract acquisition costs as of December 31, 2018 to be as follows:

Year	(in thousands)
2019	\$ 5,220
2020	5,153
2021	5,140
2022	5,140
2023	5,140
Thereafter	55,474
	<u>\$ 81,267</u>

#### Note 5: Income Taxes

Certain U.S. territories require the taxation of payments made for franchise licensing and certain other fees to foreign domiciled entities, which includes those in the U.S. The taxation rates for these payments vary by jurisdiction and in some cases may be exempt from any withholding of taxes based on cross-jurisdictional tax relief agreements. In circumstances where we are subject to a tax on payments made for franchise licensing and certain other fees, the franchisee is responsible for the withholding and remittance of these foreign taxes to the local taxing authority. Taxes related to franchise licensing and certain other fees are presented as foreign withholding tax expense in our statements of operations and member's equity. Taxes that have been withheld that have not been remitted to the local taxing authority are presented as other current liabilities in our balance sheets.

No provision is made in our accounts for income taxes because, for U.S. income tax purposes, we are treated as a disregarded entity and all items of taxable income and expense are included in the computation of taxable income of Hilton. The results of operations reflected in the accompanying statements of operations and member's equity may differ from amounts reported in Hilton's federal income tax returns because of differences in accounting policies adopted for financial and tax reporting purposes.

#### Note 6: Commitments and Contingencies

Certain of Hilton's debt obligations, which mature from 2023 to 2027, are unconditionally and irrevocably guaranteed by substantially all of Hilton's direct and indirect wholly owned domestic subsidiaries, which includes us. All of our assets and franchise contracts have been pledged as collateral for the term of the debt agreements. We did not record a guarantee liability related to this guarantee as of December 31, 2018 and 2017, due to the nature of the parent and subsidiary relationship between us and Hilton.

We are involved in various claims and lawsuits arising in the ordinary course of business, some of which include claims for substantial sums. While the ultimate results of claims and litigation cannot be predicted with certainty, we expect that the

ultimate resolution of all pending or threatened claims and litigation as of December 31, 2018 will not have a material adverse effect on our financial position, results of operations or cash flows.

#### **Note 7: Related Party Transactions**

We maintain intercompany balances with Hilton affiliates, which are the result of Hilton's centralized cash management system. One of these balances relates to franchise deposits, which are collected on our behalf by Hilton affiliates and deposited into a lockbox account to which we have no access. Amounts due from Hilton affiliates related to franchise deposits, if any, are reflected as an asset and are payable to us upon demand. The remaining balances due from Hilton affiliates represent amounts that are not expected to be repaid and are reflected as a component of member's equity as of December 31, 2018 and 2017.

We have an operator agreement with a Hilton affiliate which entitles the Hilton affiliate to receive a reasonable fee as compensation to be established from time to time. For the years ended December 31, 2018, 2017 and 2016, no compensation was provided to the Hilton affiliate.

Due to their beneficial ownership of Hilton's common stock, affiliates of The Blackstone Group L.P. ("Blackstone") were considered a related party of the Company until October 1, 2017. Blackstone directly and indirectly owns or controls hotels that we franchise and for which we receive fees in connection with the related franchise contracts. Amounts included in our statements of operations and member's equity related to these franchise contracts, for the period of time Blackstone was considered a related party, for the years ended December 31, 2017 and 2016 included franchise royalty fees of \$17,077 thousand and \$23,208 thousand, respectively. Additionally, our statement of cash flows included \$1,566 thousand of contract acquisition costs for the year ended December 31, 2017. There were no contract acquisition costs incurred related to hotels owned by Blackstone during the year ended December 31, 2016.

#### **Note 8: Subsequent Events**

We have evaluated all subsequent events through March 15, 2019, the date that the financial statements were available to be issued.

# **EXHIBIT D**



# FRANCHISE AGREEMENT

[ENTER HOTEL NAME AND CITY/STATE HERE]

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## FRANCHISE AGREEMENT

This Franchise Agreement is entered between Hilton Franchise Holding LLC (“we,” “us,” “our” or “**Franchisor**”) and the Franchisee set forth in the Addendum (“you,” “your” or “**Franchisee**”), and is dated as of the Effective Date. We and you may collectively be referred to as the “**Parties**.”

### INTRODUCTION

We are an Affiliate of Hilton Worldwide. Hilton Worldwide and its Affiliates own, license, lease, operate, manage and provide various services for the Network. We are authorized to grant licenses for selected, first-class, independently owned or leased hotel properties, to operate under the Brand. You have expressed a desire to enter into this Agreement with us to obtain a license to use the Brand in the operation of a hotel at the address or location described in the Addendum.

NOW, THEREFORE, in consideration of the premises and the undertakings and commitments of each Party to the other Party in this Agreement, the Parties agree as follows:

#### 1.0 DEFINITIONS

The following capitalized terms will have the meanings set forth after each term:

“**Affiliate**” means any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which, directly or indirectly, controls, is controlled by, or is under common Control with, the subject entity.

“**Agreement**” means this Franchise Agreement, including any exhibits, attachments and addenda.

“**Anti-Corruption Laws**” means all applicable anti-corruption, anti-bribery, anti-money laundering, books and records, and internal controls laws.

“**Brand**” means the brand name set forth in the Addendum.

“**Change of Ownership Application**” means the application that is submitted to us by you or the Transferee for a new franchise agreement in connection with a Change of Ownership Transfer.

“**Change of Ownership Transfer**” means any proposed Transfer that results in a change of Control of Franchisee, the Hotel, or the Hotel Site and is not otherwise permitted by this Agreement, all as set out in Subsection 12.2.2.

**[DELETE FOR OL, QQ, UP]** “**Competing Brand**” means a hotel brand or trade name that, in our sole business judgment, competes with the System, or any System Hotel or Network Hotel.

**[DELETE FOR OL, QQ, UP]** “**Competitor**” means any individual or entity that, at any time during the Term, whether directly or through an Affiliate, owns in whole or in part, or is the licensor or franchisor of a Competing Brand, irrespective of the number of hotels owned, licensed or franchised under such Competing Brand name. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand hotel, so long as the individual or entity is not the exclusive manager of the Competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its Affiliates is an officer, director, or employee of the Competing Brand, provides services (including as a consultant) to the Competing Brand, or exercises, or has the right to exercise, Control over the business decisions of the Competing Brand.

“**Construction Commencement Date**” means the date set out in the Addendum, if applicable, by which you must commence construction of the Hotel. For the Hotel to be considered under construction, you

must have begun to pour concrete foundations for the Hotel or otherwise satisfied any site-specific criteria for “under construction” set out in the Addendum.

**“Construction Work”** means all necessary action for the development, construction, renovation, furnishing, equipping and implementation of the Plans and Designs for the Hotel.

**“Construction Work Completion Date”** means the date set out in the Addendum, if applicable, by which you must complete construction of the Hotel.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major policy decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise.

**“Controlling Affiliate”** means an Affiliate that directly or indirectly Controls the Hotel and/or Controls the entity that Controls the Hotel.

**“Designs”** means your plans, layouts, specifications, drawings and designs for the proposed furnishings, fixtures, equipment, signs and décor of the Hotel that use and incorporate the Standards.

**“Effective Date”** means the date set out in the Addendum on which this Agreement becomes effective.

**“Equity Interest”** means any direct or indirect legal or beneficial interest in the Franchisee, the Hotel and/or the Hotel Site.

**“Equity Owner”** means the direct or indirect owner of an Equity Interest.

**“Expiration Date”** has the meaning set forth in Section 3.

**“Force Majeure”** means an event causing a delay in our or your performance that is not the fault of or within the reasonable control of the Party claiming Force Majeure. Force Majeure includes fire, floods, natural disasters, Acts of God, war, civil commotion, terrorist acts, any governmental act or regulation beyond such Party’s reasonable control. Force Majeure does not include your financial inability to perform, inability to obtain financing, inability to obtain permits, licenses, zoning variances or any other similar events unique to you, or the Hotel, or to general economic downturn or conditions.

**“Government” or “Government Entity”** means any: (i) agency, instrumentality, subdivision or other body of any national, regional, local or other government; (ii) commercial or similar entities owned or controlled by such government, including any state-owned and state-operated companies; (iii) political party; and (iv) public international organization.

**“Government Official”** means: (i) officers and employees of any Government; (ii) officers and employees of companies in which a Government owns an interest; (iii) any private person acting in an official capacity for or on behalf of any Government or Government Entity (such as a consultant retained by a government agency); (iv) candidates for political office at any level; (v) political parties and their officials; (vi) officers, employees, or official representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or International Monetary Fund).

**[INSERT FOR HFS, CI, SA, WAC “Gross Food and Beverage Revenue”** means all revenues (including credit transactions whether or not collected) derived from food and beverage-related operations of the Hotel and associated facilities, and all banquet, reception and meeting room rentals, including all restaurants (unless leased from third-party operators), dining, bar, lounge and retail food and beverage services, at the actual rates charged, less allowances for any rebates and overcharges, and excluding any sales, hotel, entertainment or similar taxes collected from patrons or guests.

**"Gross Receipts Tax"** means any gross receipts, sales, use, excise, value added or any similar tax.

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

**"Guarantor"** means the person or entity that guaranties your obligations under this Agreement or any of Your Agreements.

**"Guest Rooms"** means each rentable unit in the Hotel generally used for overnight guest accommodations, the entrance to which is controlled by the same key, provided that adjacent rooms with connecting doors that can be locked and rented as separate units are considered separate Guest Rooms. The initial number of approved Guest Rooms is set forth in the Addendum.

**"Hilton Worldwide"** means Hilton Worldwide Holdings Inc., a Delaware corporation (NYSE:HLT).

**"Hotel"** means the property you will operate under this Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, and entry, exit, parking and other areas located on the Hotel Site we have approved for your business or located on any land we approve in the future for additions, signs, parking or other facilities.

**"Hotel Site"** means the real property on which the Hotel is located or to be located, as approved by us.

**"Hotel Work"** means Construction Work and/or Renovation Work, as the case may be, and the context requires.

**"Hotel's Average Monthly Royalty Fees"** means: (a) if the Hotel has been operating for at least 24 months, the quotient of all Monthly Royalty Fees due under this Agreement for the twenty-four (24) month period immediately preceding the month of termination divided by twenty-four (24); and (b) if the Hotel has not been operating for at least twenty-four (24) months, the quotient of all Monthly Royalty Fees due under this Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date. Any percentage fee discounts (including fee ramps) are excluded from the calculation of Hotel's Average Monthly Royalty Fees.

**"Improper Payment"** means: (a) any payment, offer, gift or promise to pay or authorization of the payment or transfer of other things of value, including without limitation any portion of the compensation, fees or reimbursements received hereunder or the provision of any service, gift or entertainment, directly or indirectly to (i) a Government Official; (ii) any director, officer, employee or commercial partner of a Party or its Affiliates; or, (iii) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, for purposes of obtaining or influencing official actions or decisions or securing any improper advantage in order to obtain, retain or direct business; (b) payments made and expenses incurred in connection with performance of obligations under this Agreement that are not made and recorded with sufficient accuracy, detail, and control to meet the standards in applicable Anti-Corruption Laws; or (c) any other transaction in violation of applicable Anti-Corruption Laws.

**"Indemnified Parties"** means us and our Affiliates and our and their respective predecessors, successors and assigns, and the members, officers, directors, employees, managers, and agents.

**“Information”** means all information we obtain from you or about the Hotel or its guests or prospective guests under this Agreement or under any agreement ancillary to this Agreement, including agreements relating to the computerized reservation, revenue management, property management, and other systems we provide or require, or otherwise related to the Hotel. Information includes, but is not limited to, Operational Information, Proprietary Information, and Personal Information.

**“Interim Remedy”** has the meaning set forth in Subsection 13.3.

**“Laws”** means all public laws, statutes, ordinances, orders, rules, regulations, permits, licenses, certificates, authorizations, directions and requirements of all Governments and Government Entities having jurisdiction over the Hotel, Hotel Site or over Franchisee to operate the Hotel, which, now or hereafter, may apply to the construction, renovation, completion, equipping, opening and operation of the Hotel, including Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36.

**“License”** has the meaning set forth in Subsection 2.1.

**“Liquidated Damages”** has the meaning set forth in Subsections 6.4.4 and 13.4.

**“Management Company”** has the meaning set forth in Subsection 7.1.

**“Mandatory Guest Fee”** means any separate fee that a patron or guest is charged for in addition to the base room rate for a guest room, including but not limited to resort fees, facility fees, destination fees, amenity fees, urban destination fees, or any other similar fee. Mandatory Guest Fees do not include employee gratuities, state or local mandatory taxes, and other tax-like fees and assessments that are levied on a stay, as determined by us, that are passed through to a third party (such as tourism public improvement district fees, tourism or improvement assessments, and convention center fees).

**“Manual”** means all written compilations of the Standards. The Manual may take the form of one or more of the following: one or more looseleaf or bound volumes; bulletins; notices; videos; CD-ROMS and/or other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or any other medium capable of conveying the Manual’s contents.

**“Marks”** means the Brand and all other business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress and trade names (whether registered or unregistered) used in the System.

**“Monthly Fees”** means, collectively, **[INSERT FOR HFS, CI, SA, WAC: the Monthly Food and Beverage Fee]**; the Monthly Program Fee and the Monthly Royalty Fee.

**[INSERT FOR HFS, CI, SA, WAC “Monthly Food and Beverage Fee”** means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

**“Monthly Program Fee”** means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

**“Monthly Royalty Fee”** means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

**“Network”** means the hotels, inns, conference centers, timeshare properties and other operations that Hilton Worldwide and its subsidiaries own, license, lease, operate or manage now or in the future.

**“Network Hotel”** means any hotel, inn, conference center, timeshare property or other similar facility within the Network.



**“Opening Date”** means the day on which we first authorize the opening of the facilities, Guest Rooms or services of the Hotel to the general public under the Brand.

**“Operational Information”** means all information concerning the Monthly Fees, other revenues generated at the Hotel, room occupancy rates, reservation data and other financial and non-financial information we require.

**“Other Business(es)”** means any business activity we or our Affiliates engage in, other than the licensing of the Hotel.

**“Other Hotels”** means any hotel, inn, lodging facility, conference center or other similar business, other than a System Hotel or a Network Hotel.

**[INSERT FOR RU “Package”** means any specific grouping or selection of furniture, furnishings, fixtures, equipment, amenities, services and/or other supplies that we designate, which must be acquired together as one package, installed and used at the Hotel.

**“Permitted Transfer”** means any Transfer by you or your Equity Owners that does not result in a Change of Control of you, the Hotel, or the Hotel Site, as specified in Section 12.2 of this Agreement.

**“Person(s)”** means a natural person or entity.

**“Personal Information”** means any information that: (i) can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

**“PIP”** means product improvement plan.

**“PIP Fee”** means the fee we charge for creating a PIP.

**“Plans”** means your plans, layouts, specifications, and drawings for the Hotel that use and incorporate the Standards.

**“Principal Mark”** is the Mark identified as the Principal Mark in the Addendum.

**“Privacy Laws”** means any international, national, federal, provincial, state, or local law, code, rule or regulation that regulates the processing of Personal Information in any way, including data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules.

**“Proprietary Information”** means all information or materials concerning the methods, techniques, plans, specifications, procedures, data, systems and knowledge of and experience in the development, operation, marketing and licensing of the System, including the Standards and the Manuals, whether developed by us, you, or a third party.

**“Publicly Traded Equity Interest”** means any Equity Interest that is traded on any securities exchange or is quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc., or any of its successors.

**“Quality Assurance Re-Evaluation Fee”** has the meaning set forth in Subsection 4.5.

**“Renovation Commencement Date”** means the date set out in the Addendum, if applicable, by which you must commence Renovation Work.

**“Renovation Work”** means the renovation and/or construction work, as the context requires, including purchasing and/or leasing and installation of all **[INSERT FOR RU Packages]**, fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Manual, and any other **[INSERT FOR RU Packages]**, equipment, furnishings and supplies that we may require for you to operate the Hotel as set out in any PIP applicable to the Hotel.

**“Renovation Work Completion Date”** means any date set out in the Addendum by which you must complete Renovation Work.

**“Reports”** mean daily, monthly, quarterly and annual operating statements, profit and loss statements, balance sheets, and other financial and non-financial reports we require.

**“Reservation Service”** means the reservation service we designate in the Standards for use by System Hotels.

**[INCLUDE ONLY IF RESTRICTED AREA PROVISION GRANTED “Restricted Area Provision”** has the meaning set forth in the Addendum.

**“Room Addition Fee”** means a sum equal to the then-current Room Addition Fee charged for new System Hotels multiplied by the number of Additional Guest Rooms you wish to add to the Hotel in accordance with Subsection 6.6.3.

**“Sanctioned Person”** means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties’ performance of the Parties’ obligations under this Agreement.

**“Securities”** means any public offering, private placement or other sale of securities in you, the Hotel or the Hotel Site.

**“Site”** means domain names, the World Wide Web, the Internet, computer network/distribution systems, or other electronic communications sites, including mobile applications.

**“Standards”** means all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication. The Standards do not include any personnel policies or procedures that we may, at our option, make available to you in the Manual or other written communication. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel Site.

**“System”** means the elements, including know-how, that we designate to distinguish hotels operating worldwide under the Brand (as may in certain jurisdictions be preceded or followed by a supplementary identifier such as “by Hilton”) that provide to the consuming public a similar, distinctive, high-quality hotel service. The System currently includes: the Brand, the Marks, the Trade Name, and the Standards; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; and programs for our inspection of the Hotel and consulting with you.

**“System Hotels”** means hotels operating under the System using the Brand name and the Standards.

**[DELETE FOR OL, PY, UP, UAB, SA “System’s Average Monthly Royalty Fees”** means the average Monthly Royalty Fees per Guest Room owed to us by all System Hotels in operation in the United States over the twelve (12) full calendar month period immediately preceding the month of termination, multiplied by the number of approved Guest Rooms at the Hotel. Any percentage fee discounts (including fee

ramps) are excluded from the calculation of System's Average Monthly Royalty Fees. For the avoidance of doubt, any System Hotel that has not been in operation for at least twelve (12) full calendar months immediately preceding the month of termination is not included in determining the System's Average Monthly Royalty Fees.

**"Term"** has the meaning set forth in Section 3.0.

**"Trade Name"** means the name of the Hotel set forth in the Addendum.

**"Trade Restrictions"** means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

**"Transfer"** means in all its forms, any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest.

**"Transferee"** means the proposed new franchisee resulting from a Transfer.

**"Your Agreements"** means any other agreement between you and us, or any of our Affiliates, related to this Agreement, the Hotel and/or the Hotel Site.

## **2.0 GRANT OF LICENSE**

**2.1 Non-Exclusive License.** We grant to you and you accept a limited, non-exclusive License to use the Marks and the System during the Term at, and in connection with, the operation of the Hotel in accordance with the terms of this Agreement. Provided, however, that 1) your right to operate the Hotel under the Brand will not become effective until after any existing third-party franchise, management or similar agreement for the Hotel has terminated or expired; and 2) you are solely responsible for ensuring that any existing third-party franchise, management or similar agreement has terminated or expired on or before the Opening Date.

### **2.2 Reserved Rights.**

**2.2.1** This Agreement does not limit our right, or the right of our Affiliates, to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, **[DELETE FOR OL, QQ, UP a Competing Brand,]** or otherwise. We and our Affiliates have the right to engage in any Other Businesses, even if they compete with the Hotel, the System, or the Brand, and whether we or our Affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses.

**2.2.2** We may also:

**2.2.2.1** add, alter, delete or otherwise modify elements of the System;

**2.2.2.2** use or license to others all or part of the System;

**2.2.2.3** use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and

**2.2.2.4** use the System, the Brand and the Marks in the Other Businesses.

**2.2.3** You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty.

**[INCLUDE ONLY IF RESTRICTED AREA PROVIDED]**

**2.3 Restricted Area Provision.** The Restricted Area Provision is set forth in the Addendum.

### **3.0 TERM**

The Term shall begin on the Effective Date and will end, without further notice, on the Expiration Date set forth in the Addendum, unless terminated earlier under the terms of this Agreement. You acknowledge and agree that this Agreement is non-renewable and that this Agreement confers on you absolutely no rights of license renewal or extension whatsoever following the Expiration Date.

### **4.0 OUR RESPONSIBILITIES**

We have the following responsibilities to you under this Agreement. We reserve the right to fulfill some or all of these responsibilities through one of our Affiliates or through unrelated third parties, in our sole business judgment. We may require you to make payment for any resulting services or products directly to the provider.

**4.1 Training.** We may specify certain required and optional training programs and provide these programs at various locations. We may charge you for required training services and materials and for optional training services and materials we provide to you. You are responsible for all travel, lodging and other expenses you or your employees incur in attending these programs.

**4.2 Reservation Service.** We will furnish you with the Reservation Service. The Reservation Service will be furnished to you on the same basis as it is furnished to other System Hotels, subject to the provisions of Subsection 13 below.

**4.3 Consultation.** We may offer consultation services and advice in areas such as operations, facilities, and marketing, but you will always remain responsible for hiring your employees and the terms and conditions of their employment. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request.

#### **4.4 Marketing.**

**4.4.1** We will publish (either in hard copy or electronic form) and make available to the traveling public a directory that includes System Hotels. We will include the Hotel in advertising of System Hotels and in international, national and regional marketing programs in accordance with our general practice for System Hotels.

**4.4.2** We will use your Monthly Program Fee to pay for various programs to benefit the System, including:

**4.4.2.1** advertising, promotion, publicity, public relations, market research, and other marketing programs;

**4.4.2.2** developing and maintaining directories of and Internet sites for System Hotels;

**4.4.2.3** developing and maintaining the Reservation Service systems and support; and

**4.4.2.4** administrative costs and overhead related to the administration or direction of these projects and programs.

**4.4.3** We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, and the selection of promotional programs.

**4.4.4** We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, and/or other services with any other entity, including any of our Affiliates or third parties.

**4.4.5** You acknowledge that Monthly Program Fees are intended for the benefit of the System and will not simply be used to promote or benefit any one System Hotel or market. We will have no obligation in administering any activities paid for with the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Hotel benefits directly or proportionately from such expenditures.

**4.4.6** We may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities, as we consider appropriate in our sole business judgment. The aggregate of Monthly Program Fees paid to us by System Hotels does not constitute a trust or "advertising fund" and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other System Hotels.

**4.4.7** We are not obligated to expend funds in excess of the amounts received from System Hotels. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. These Monthly Program Fees do not cover the cost of operating the Hotel in accordance with the Standards.

**4.5 Inspections/Compliance Assistance.** We will administer a quality assurance program for the System that may include conducting pre-opening and periodic inspections of the Hotel and guest satisfaction surveys and audits to ensure compliance with the Standards. You will permit us to inspect the Hotel without prior notice to you to determine if the Hotel is in compliance with the Standards. You will cooperate with our representatives during these inspections. You will then take all steps necessary to correct any deficiencies within the times we establish. You may be charged a Quality Assurance Re-Evaluation Fee as set forth in the Standards. You will provide complimentary accommodations for the quality assurance auditor each time we conduct a regular inspection or a special on-site quality assurance re-evaluation after the Hotel has failed a regular quality assurance evaluation or to verify that deficiencies noted in a quality assurance evaluation report or PIP have been corrected or completed by the required dates.

**4.6 Manual.** We will issue to you or make available in electronic form the Manual and any revisions and updates we may make to the Manual during the Term. You agree to ensure that your copy of the Manual is, at all times, current and up to date. If there is any dispute as to your compliance with the provisions of the Manual, the master copy of the Manual maintained at our principal office will control.

**4.7 Equipment and Supplies.** We will make available to you for use in the Hotel various purchase, lease, or other arrangements for exterior signs, operating equipment, operating supplies, **INSERT FOR RU Packages** and furnishings, which we make available to other System Hotels.

## **5.0 YOUR RESPONSIBILITIES**

### **5.1 Operational and Other Requirements.** You must:

**5.1.1** operate the Hotel twenty-four (24) hours a day after the Opening Date;

**5.1.2** operate the Hotel using the System, in compliance with this Agreement and the Standards, and in such a manner to provide courteous, uniform, respectable and high quality lodging and other services and conveniences to the public. You acknowledge and agree that: (a) you have exclusive

day-to-day control of the business and operation of the Hotel (including hiring your employees and the terms and conditions of their employment); (b) although we provide the Standards, we do not in any way possess or exercise day-to-day control of the business and operation of the Hotel; (c) we do not dictate nor control labor or employment matters for you or your employees; and (d) we are not responsible for the safety and security of your employees or guests.

**5.1.3** comply with the Standards, including our specifications for all supplies, products and services. We may require you to purchase a particular brand of product or service to maintain the common identity and reputation of the Brand, and you will comply with such requirements. Unless we specify otherwise, you may purchase products from any authorized source of distribution; however, we reserve the right, in our business judgment, to enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors;

**5.1.4** install, display, and maintain signage displaying or containing the Brand name and other distinguishing characteristics in accordance with Standards we establish for System Hotels;

**5.1.5** comply with Standards for the training of persons involved in the operation of the Hotel, including completion by key personnel of the Hotel of a training program for operation of the Hotel under the System, at a site we designate. You will pay us all fees and charges, if any, we require for your personnel to attend these training programs. You are responsible for all travel, lodging and other expenses you or your personnel incur in attending these programs;

**5.1.6** purchase and maintain property management, revenue management, in-room entertainment, telecommunications, high-speed internet access, and other computer and technology systems that we designate for the System or any portion of the System based on our assessment of the long-term best interests of System Hotels, considering the interest of the System as a whole;

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

**5.1.8** participate in and pay all charges in connection with all required System guest complaint resolution programs, which programs may include chargebacks to the Hotel for guest refunds or credits and all required System quality assurance programs, such as guest comment cards, customer surveys and mystery shopper programs. You must maintain minimum performance Standards and scores for quality assurance programs we establish;

**5.1.9** honor all nationally recognized credit cards and credit vouchers issued for general credit purposes that we require and enter into all necessary credit card and voucher agreements with the issuers of such cards or vouchers;

**5.1.10** participate in and use the Reservation Service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the Reservation Service. The only reservation service or system you may use for outgoing reservations referred by or from the Hotel to other Network Hotels will be the Reservation Service or other reservation services we designate;

**5.1.11** comply with Laws and, on request, give evidence to us of compliance;

**5.1.12** participate in, and promptly pay all fees, commissions and charges associated with, all travel agent commission programs and third-party reservation and distribution services (such as airline reservation systems), all as required by the Standards and in accordance with the terms of these programs, all of which may be modified;

**5.1.13** not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Hotel with any Other Hotel or related business, without our prior written consent. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels or Network Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels and Network Hotels, and allow advertising and promotion only of System Hotels and Network Hotels on the Hotel Site, unless we specifically direct you to include advertising or promotion of Other Hotels;

**5.1.14** treat as confidential the Standards, the Manual and all other Proprietary Information. You acknowledge and agree that you do not acquire any interest in the Proprietary Information other than the right to utilize the same in the development and operation of the Hotel under the terms of this Agreement. You agree that you will not use the Proprietary Information in any business or for any purpose other than in the development and operation of the Hotel under the System and will maintain the absolute confidentiality of the Proprietary Information during and after the Term. You will not make unauthorized copies of any portion of the Proprietary Information; and will adopt and implement all procedures we may periodically establish in our business judgment to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to employees and the use of non-disclosure and non-competition clauses in agreements with employees, agents and independent contractors who have access to the Proprietary Information;

**5.1.15** own fee simple title (or long-term ground leasehold interest for a term equal to the Term) to the real property and improvements that comprise the Hotel and the Hotel Site, or alternatively, at our request, cause the fee simple owner, or other third party acceptable to us, to provide its guaranty covering all of your obligations under this Agreement in form and substance acceptable to us;

**5.1.16** maintain legal possession and control of the Hotel and Hotel Site for the Term and promptly deliver to us a copy of any notice of default you receive from any mortgagee, trustee under any deed of trust, or ground lessor for the Hotel, and on our request, provide any additional information we may request related to any alleged default;

**5.1.17** not directly or indirectly conduct, or permit by lease, concession arrangement or otherwise, gaming or casino operations in or connected to the Hotel or on the Hotel Site, or otherwise engage in any activity which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by us or our Affiliates, or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of us or any of our Affiliates;

**5.1.18** not directly or indirectly conduct or permit the marketing or sale of timeshares, vacation ownership, fractional ownership, condominiums or like schemes at, or adjacent to, the Hotel. This restriction will not prohibit you from directly or indirectly conducting timeshare, vacation ownership, fractional ownership, or condominium sales or marketing at and for any property located adjacent to the Hotel that is owned or leased by you so long as you do not use any of the Marks in such sales or marketing efforts and you do not use the Hotel or its facilities in such sales and marketing efforts or in the business operations of the adjacent property;

**5.1.19** participate in and pay all charges related to our marketing programs (in addition to programs covered by the Monthly Program Fee), all guest frequency programs we require, and any optional programs that you opt into;

**5.1.20** honor the terms of any discount or promotional programs (including any frequent guest program) that we offer to the public on your behalf, any room rate quoted to any guest at the time



the guest makes an advance reservation, and any award certificates issued to Hotel guests participating in these programs;

**5.1.21** after the Effective Date, maintain, at your expense, insurance of the types and in the minimum amounts we specify in the Standards. All such insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Standards, and carry the endorsements and notice requirements we specify in the Standards. If you fail or neglect to obtain or maintain the insurance or policy limits required by this Agreement or the Standards, we have the option, but not the obligation, to obtain and maintain such insurance without notice to you, and you will immediately on our demand pay us the premiums and cost we incur in obtaining this insurance;

**5.1.22** not share the business operations and Hotel facilities with any Other Hotel or other business;

**5.1.23** provide to us information we reasonably request about any proposed lease or sublease of commercial space, or other concession arrangements, in the Hotel in the ordinary course of business, so that we may review and approve the nature of the proposed business, including the proposed brand and concept, in compliance with our then-current Standards for System Hotels;

**5.1.24** promptly provide to us all information we reasonably request about you and your Affiliates (including your respective beneficial owners, officers, directors, shareholders, partners or members) and/or the Hotel, title to the property on which the Hotel is constructed and any other property used by the Hotel;

**5.1.25** not engage in any tenant-in-common syndication or Transfer of any tenant-in-common interest in the Hotel or the Hotel Site;

**5.1.26** not, and ensure that that your Equity Owners with controlling Equity Interests, Affiliates, employees, and Management Company do not, engage in any conduct which we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

**5.1.27** obtain our approval to charge any Mandatory Guest Fee at the Hotel, in accordance with the Standards. Before charging Mandatory Guest Fees, you must execute our then current form of amendment to this Agreement permitting you to charge Mandatory Guest Fees at the Hotel, in accordance with the Standards; and

**5.1.28** **[DELETE FOR OL, QQ, UP]** not become a Competitor, or permit your Affiliate to become a Competitor, in the **[INSERT FOR CI, WAC]** luxury **[INSERT FOR PY, ES, HFS, SA]** upper upscale **[INSERT FOR DT, HGI, HWS]** upscale **[INSERT FOR HAM, HIS, H2, UAB]** upper midscale **[INSERT FOR RU]** midscale hotel market segment, or any substantially equivalent market segment, as determined by Smith Travel Research ("STR") (or, if STR is no longer in existence, STR's successor or other such industry resource that is as equally as reputable as STR).

## **6.0 HOTEL WORK**

### **6.1 Necessary Consents.**

**6.1.1** You must obtain our prior written consent before retaining or engaging any architect, interior designer, general contractor and major subcontractors for the Hotel, which consent will not be unreasonably withheld.

**6.1.2** Plans and Designs must be submitted to us in accordance with the schedule specified in the Addendum, or any PIP attached to this Agreement.



**6.1.3** You shall not commence any Hotel Work unless and until we have issued our written consent in respect of the Plans and Designs, which consent will not be unreasonably withheld.

**6.1.4** Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Laws related to accessibility/accommodations/facilities for those with disabilities. You are solely responsible for ensuring that the Plans and Designs (including Plans and Designs for Hotel Work) comply with our then-current Standards, the Manual, **INSERT FOR RU our Package requirements**, and all Laws.

**6.1.5** Once we have provided our consent to the Plans and Designs, no change may be made to the Plans or Designs without our prior written consent. By consenting to the Plans and Designs, or any changes or modifications to the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility or liability for the suitability of the Plans and Designs or the resulting Hotel Work.

**6.2 Initial Hotel Work.** You will perform or cause the Hotel Work to be performed in accordance with this Agreement, the approved Plans and Designs, **INSERT FOR RU the approved Package**, the Manual, and any PIP attached to this Agreement. You will bear the entire cost of the Hotel Work, including the cost of the Plans and Designs, professional fees, licenses, permits, **INSERT FOR RU Packages**, equipment, furniture, furnishings and supplies. You are solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel Work, and for ensuring that all Hotel Work complies with the Standards, the Manual, any PIP, and all Laws.

### **6.3 Commencement and Completion of the Hotel Work.**

**6.3.1** You will commence the Hotel Work on or before the Construction Commencement Date or Renovation Commencement Date specified in the Addendum or any PIP. You must promptly provide to us evidence satisfactory to us that the Construction Work or Renovation Work has commenced. Once commenced, the Hotel Work will continue uninterrupted except to the extent continuation is prevented by events of Force Majeure. You must give written notice to us specifying the nature and duration of any event of Force Majeure promptly after becoming aware of the event of Force Majeure, and specifying that you have used, and continue to use, reasonable endeavours to mitigate the effects of such event of Force Majeure until such event of Force Majeure ceases to exist.

**6.3.2** The Hotel Work must be completed, and the Hotel must be furnished, equipped, and otherwise made ready to open in accordance with the terms of this Agreement no later than the Construction Work Completion Date or Renovation Work Completion Date specified in the Addendum or any PIP, as the applicable date may be extended.

**6.3.3** Despite your obligation to commence and complete Hotel Work by the agreed deadlines, we agree that the Construction Commencement Date, Renovation Commencement Date, Construction Work Completion Date, or Renovation Work Completion Date specified in the Addendum or any PIP will be automatically extended by thirty (30) days on a rolling basis, unless we provide at least sixty (60) days' notice to you that these automatic extensions of the applicable deadline no longer apply. You must obtain our approval for any further extension of the applicable deadline after receipt of our notice. We may, in our sole discretion, grant or deny approval, or condition our approval of your extension request on (a) your payment of our then-current extension fee; (b) your prompt submission of a written status of the project, including such information as we might reasonably request; and/or (c) any other conditions we consider appropriate under the circumstances.

### **6.4 Opening the Hotel.**

**6.4.1** If the Hotel is not open under the Brand on the Effective Date, you will open the Hotel on the Opening Date. You will not open the Hotel unless and until you receive our written consent to do so pursuant to Subsection 6.4.2 or 6.4.3.

**6.4.2** You will give us at least fifteen (15) days advance notice that you have complied with all the terms and conditions of this Agreement and the Hotel is ready to open. We will use reasonable efforts within fifteen (15) days after we receive your notice to visit the Hotel and to conduct other investigations as we deem necessary to determine whether to authorize the opening of the Hotel, but we will not be liable for delays or loss occasioned by our inability to complete our investigation and to make this determination within the fifteen (15) day period. If you fail to pass our initial opening site visit, we may, in our sole business judgment, charge you reasonable fees associated with any additional visits.

**6.4.3** We shall be entitled to withhold our consent to the opening of the Hotel until:

**6.4.3.1** your architect, general contractor or other certified professional provides us with a certificate stating that the as-built premises comply with all Laws relating to accessibility/accommodations/facilities for those with disabilities;

**6.4.3.2** you have complied with all the terms and conditions in this Agreement;

**6.4.3.3** your staff has received adequate training and instruction in the manner we require;

**6.4.3.4** you have received authorization to open the Hotel from the relevant governmental authority for the jurisdiction in which the Hotel is located, if applicable; and

**6.4.3.5** all fees and charges you owe to us or our Affiliates have been paid.

**6.4.4** Opening the Hotel before the Opening Date is a material breach of this Agreement.

**6.4.4.1** You will pay us Liquidated Damages in the amount of Five Thousand Dollars (\$5,000) per day if you open the Hotel before the Opening Date to compensate us for the damage caused by such breach. You must also reimburse us for all of our costs and expenses, including legal fees, incurred in enforcing our rights under this Agreement.

**6.4.4.2** These Liquidated Damages for damage to our Marks shall not limit or exclude any other remedies we may have at law or in equity. You acknowledge and agree that the Liquidated Damages payable under this Subsection represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of the opening of the Hotel before the Opening Date in material breach of this Agreement.

**6.5 Performance of Agreement.** You must satisfy all of the terms and conditions of this Agreement, and equip, supply, staff and otherwise make the Hotel ready to open under our Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we do not authorize the Hotel to open or if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.

## **6.6 Hotel Refurbishment and Room Addition.**

**6.6.1** We may periodically require you to modernize, rehabilitate and/or upgrade the Hotel's **INSERT FOR RU Package**, fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then-current Standards. You will make these changes at your sole cost and expense and in the time frame we require.

**6.6.2** You may not make any significant changes (including major changes in structure, design or décor) in the Hotel. **[INSERT FOR RU As long as they do not change or affect Package requirements, [m/M]]** minor redecoration and minor structural changes that comply with our Standards will not be considered significant.

**6.6.3** You may not make any change in the number of approved Guest Rooms in the Addendum without our prior consent. If you wish to add additional Guest Rooms to the Hotel after the Opening Date, you must submit an application to obtain our consent, pay our then-current Room Addition Fee, and execute an amendment to this Agreement in the form required by us. As a condition to our granting approval of your application, we may require you to modernize, rehabilitate or upgrade the Hotel in accordance with Subsection 6.6.1 of this Agreement, and to pay us our then-current PIP Fee to prepare a PIP to determine the renovation requirements for the Hotel.

## **7.0 STAFF AND MANAGEMENT OF THE HOTEL**

**7.1** You are solely responsible for the management of the Hotel's business. You will provide qualified and experienced management ("Management Company") **[IF APPLICABLE]** at least six (6) months before the Opening Date]. Your Management Company must be approved by us in writing. We have the right to communicate directly with the Management Company and managers at the Hotel. We may rely on the communications of such managers or Management Company as being on your behalf. Any Management Company and its employees must have the authority to perform all of your obligations under this Agreement. The engagement of a Management Company does not reduce your obligations under this Agreement. In the case of any conflict between this Agreement and any agreement with the Management Company, this Agreement prevails.

**7.2** You represent and agree that you have not, and will not, enter into any lease, management agreement or other similar arrangement for the operation of the Hotel or any part of the Hotel without our prior written consent. To be approved by us as the operator of the Hotel, you, or any proposed Management Company, must be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company **[DELETE FOR OL, QQ, UP that is a Competitor or]** which, in our business judgment, is inexperienced, or unqualified in managerial skills or operating capability, or is unable or unwilling to adhere fully to your obligations under this Agreement.

**7.3** If your approved Management Company **[DELETE FOR OL, QQ, UP becomes a Competitor]**, resigns or is terminated by you, or otherwise becomes unsuitable or unqualified, in our sole business judgment, to manage the Hotel during the Term, you will have ninety (90) days to retain a substitute Management Company that is acceptable to us.

## **8.0 PAYMENT OF FEES**

**8.1 Monthly Fees.** Beginning on the Opening Date, you will pay to us for each month (or part of a month, including the final month you operate under this Agreement) the Monthly Fees, each of which is set forth in the Addendum.

### **8.2 Calculation and Payment of Fees.**

**8.2.1** The Monthly Fees will be calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or such other accounting methods specified by us in the Manual.

**8.2.2** The Monthly Fees will be paid to us at the place and in the manner we designate on or before the fifteenth (15<sup>th</sup>) day of each month and will be accompanied by our standard schedule setting forth in reasonable detail the computation of the Monthly Fees for such month.

**8.2.3** We may require you to transmit the Monthly Fees and all other payments required under this Agreement by wire transfer or other form of electronic funds transfer and to provide

the standard schedule in electronic form. You must bear all costs of wire transfer or other form of electronic funds transfer or other electronic payment and reporting.

**8.2.4** In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue **[INSERT ONLY FOR HFS, CI, SA, WAC: and Gross Food and Beverage Revenue]**, you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Fees, based on the Gross Rooms Revenue **[INSERT ONLY FOR HFS, CI, SA, WAC: and Gross Food and Beverage Revenue]** amounts agreed on between you and your insurance company that would have been paid to us in the absence of such casualty.

**8.2.5** **[INSERT ONLY FOR HFS, CI, SA, WAC]** If Hotel accommodations are bundled with food and beverage arrangements or other services when charged to the customer, you will make a good faith reasonable allocation of the resulting revenue between Gross Rooms Revenue and Gross Food and Beverage Revenue, consistent with the Uniform System of Accounts for the Lodging Industry.

**8.3 Other Fees.** You will timely pay all amounts due us or any of our Affiliates for any invoices or for goods or services purchased by or provided to you or paid by us or any of our Affiliates on your behalf.

**8.4 Taxes.** If a Gross Receipts Tax is imposed on us or any of our Affiliates based on payments made by you related to this Agreement, then you must reimburse us or the affected Affiliates for such Gross Receipts Tax to ensure that the amount we or our Affiliates retain, after paying the Gross Receipts Tax, equals the net amount of the payments you are required to pay us or our Affiliates had such Gross Receipts Tax not been imposed. You are not required to pay income taxes payable by us or any of our Affiliates as a result of our net income relating to fees collected under this Agreement.

**8.5 Application of Fees.** We may apply any amounts received from you to any amounts due under this Agreement.

## **9.0 PROPRIETARY RIGHTS**

### **9.1 Our Proprietary Rights.**

**9.1.1** You will not contest, either directly or indirectly during or after the Term:

**9.1.1.1** our (and/or any of our Affiliates') ownership of, rights to and interest in the System, Brand, Marks and any of their elements or components, including present and future distinguishing characteristics and agree that neither you nor any design or construction professional engaged by you may use our Standards, our Manual or your approved Plans and Designs for any hotel or lodging project other than the Hotel;

**9.1.1.2** our sole right to grant licenses to use all or any elements or components of the System;

**9.1.1.3** that we (and/or our Affiliates) are the owner of (or the licensee of, with the right to sub-license) all right, title and interest in and to the Brand and the Marks used in any form and in any design, alone or in any combination, together with the goodwill they symbolize; or

**9.1.1.4** the validity or ownership of the Marks.

**9.1.2** You acknowledge that these Marks have acquired a secondary meaning or distinctiveness which indicates that the Hotel, Brand and System are operated by or with our approval. All improvements and additions to, or associated with, the System, all Marks, and all goodwill arising from your use of the System and the Marks, will inure to our benefit and become our property (or that of our

applicable Affiliates), even if you develop them. **[SELECT FOR SA, UAB, UP:** You acknowledge that the following Principal Mark owned by us is still pending federal registration as of the Effective Date:

**[SELECT FOR SA:]**

Mark	Application Number	Registration Number	Registration Date
SIGNIA	87743868	Pending	Pending

**[SELECT FOR UAB:]**

Mark	Application Number	Registration Number	Registration Date
MOTTO	87863210	Pending	Pending

**[SELECT FOR UP:]**

Mark	Application Number	Registration Number	Registration Date
TAPESTRY	87241502	Pending	Pending

**9.1.3** You agree not to directly or indirectly dilute the value of the goodwill attached to the Marks, the Brand or the System. You will not apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in your name or on behalf of or for the benefit of anyone else. You acknowledge that you are not entitled to receive any payment or other value from us or from any of our Affiliates for any goodwill associated with your use of the System or the Marks, or any elements or components of the System.

**9.2 Trade Name, Use of the Marks.**

**9.2.1 Trade Name.**

**9.2.1.1** The Hotel will be initially known by the Trade Name set forth in the Addendum. We may change the Trade Name, the Brand name and/or any of the Marks (but not the Principal Mark), or the way in which any of them (including the Principal Mark) are depicted, at any time at our sole option and at your expense. You may not change the Trade Name without our specific prior written consent.

**9.2.1.2** You acknowledge and agree that you are not acquiring the right to use any business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress, trade names or any other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

**9.3 Use of Trade Name and Marks.** You will operate under the Marks, using the Trade Name, at the Hotel. You will not adopt any other names or marks in operating the Hotel without our approval. You will not, without our prior written consent, use any of the Marks, or the word "Hilton," or other Network trademarks, trade names or service marks, or any similar words or acronyms, in:

**9.3.1** your corporate, partnership, business or trade name;

**9.3.2** any Internet-related name (including a domain name);

**9.3.3** or any business operated separately from the Hotel, including the name or identity of developments adjacent to or associated with the Hotel.

## **9.4 Trademark Disputes.**

**9.4.1** You will immediately notify us of any infringement or dilution of or challenge to your use of any of the Marks and will not, absent a court order or our prior written consent, communicate with any other person regarding any such infringement, dilution, challenge or claim. We will take the action we deem appropriate with respect to such challenges and claims and have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You will fully cooperate with us and our applicable Affiliates in these matters. We will reimburse you for expenses incurred by you as the direct result of activities undertaken by you at our prior written request and specifically relating to the trademark dispute at issue. We will not reimburse you for any other expenses incurred by you for cooperating with us or our Affiliates.

**9.4.2** You appoint us as your exclusive, true and lawful attorney-in-fact, to prosecute, defend and/or settle all disputes of this type at our sole option. You will sign any documents we or our applicable Affiliate believe are necessary to prosecute, defend or settle any dispute or obtain protection for the Marks and the System and will assign to us any claims you may have related to these matters. Our decisions as to the prosecution, defense or settlement of the dispute will be final. All recoveries made as a result of disputes regarding use of all or part of the System or the Marks will be for our account.

## **9.5 Web Sites.**

**9.5.1** You may not register, own, or maintain any Sites that relate to the Network, or the Hotel, or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to the Hotel or this Agreement are those we assign or otherwise approve in writing. You acknowledge that you may not, without a legal license or other legal right, post on your Sites any material in which any third party has any direct or indirect ownership interest. You must incorporate on your Sites any information we require in the manner we deem necessary to protect our Marks.

**9.5.2** Any use of the Marks on any Site must conform to our requirements, including the identity and graphics Standards for all System hotels. Given the changing nature of this technology, we have the right to withhold our approval, and to withdraw any prior approval, and to modify our requirements.

## **9.6 Covenant.**

**9.6.1** You agree, as a direct covenant with us and our Affiliates, that you will comply with all of the provisions of this Agreement related to the manner, terms and conditions of the use of the Marks and the termination of any right on your part to use any of the Marks. Any non-compliance by you with this covenant or the terms of this Agreement related to the Marks, or any unauthorized or improper use of the System or the Marks, will cause irreparable damage to us and/or our Affiliates and is a material breach of this Agreement.

**9.6.2** If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we or our Affiliates may have at law. You consent to the entry of such temporary and permanent injunctions. You must pay all costs and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation that we and/or our Affiliates may incur in connection with your non-compliance with this covenant.

## **10.0 REPORTS, RECORDS, AUDITS, AND PRIVACY**

### **10.1 Reports.**

**10.1.1** At our request, you will prepare and deliver to us the Reports containing the Operational Information (and any other information we reasonably require) in the form, manner and time frame we require. At a minimum, by the fifteenth (15<sup>th</sup>) day of each month, you will submit to us the Operational Information for the previous month, and reflecting the computation of the amounts then due under Section 8, in the form, manner and time frame we require.

**10.1.2** At our request, you will certify the Reports as accurate in the manner we require. You must permit us to inspect your books and records at all reasonable times.

**10.2 Maintenance of Records.** You will prepare, on a current basis, and preserve for no less than the greater of four (4) years or the time period stated in our record retention requirements, complete and accurate records concerning Gross Rooms Revenue and all financial, operating, marketing and other aspects of the Hotel. You will maintain an accounting system that fully and accurately reflects all financial aspects of the Hotel and its business. These records will include books of account, tax returns, governmental reports, register tapes, daily reports, and complete quarterly and annual financial statements (including profit and loss statements, balance sheets and cash flow statements), and will be prepared in the form, manner and time frame we require.

### **10.3 Audit.**

**10.3.1** We may require you to have the Gross Rooms Revenue, fees or other monies due to us computed and certified as accurate by a certified public accountant. During the Term, and for two (2) years thereafter, we and our authorized agents have the right to verify Operational Information required under this Agreement by requesting, receiving, inspecting and auditing, at all reasonable times, any and all records referred to above wherever the records may be located (or elsewhere if we request).

**10.3.2** If any inspection or audit reveals that you understated or underpaid any payment due to us, you will promptly pay to us the deficiency, plus interest from the date each payment was due until paid at the interest rate set forth in Section 16.15 of this Agreement.

**10.3.3** If the audit or inspection reveals that the underpayment is willful, or is for five percent (5%) or more of the total amount owed for the period being inspected, you will also reimburse us for all inspection and audit costs, including reasonable travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. Our acceptance of your payment of any deficiency will not waive any rights we may have as a result of your breach, including our right to terminate this Agreement. If the audit discloses an overpayment, we will credit this overpayment against your future payments due under this Agreement, without interest, or, if no future payments are due under this Agreement, we will promptly pay you the amount of the overpayment without interest.

**10.4 Ownership of Information.** All Information we obtain from you and all revenues we derive from such Information will be our property and Proprietary Information that we may use for any reason, including making a financial performance representation in our franchise disclosure documents. At your sole risk and responsibility, you may use Information that you acquire from third parties in connection with operating the Hotel, such as Personal Information, at any time during or after the Term, to the extent that your use is permitted by Law.

### **10.5 Privacy and Data Protection.** You will:

**10.5.1** comply with all applicable Privacy Laws;

**10.5.2** comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information;



**10.5.3** refrain from any action or inaction that could cause us or our Affiliates to breach any Privacy Laws;

**10.5.4** do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our Affiliates in compliance with the Privacy Laws; and

**10.5.5** immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers).

## **11.0 CONDEMNATION AND CASUALTY**

**11.1 Condemnation.** You must immediately inform us of any proposed taking of any portion of the Hotel by eminent domain. If, in our business judgment, the taking is significant enough to render the continued operation of the Hotel in accordance with the Standards and guest expectations impractical, then we may terminate this Agreement on written notice to you and you will not pay us Liquidated Damages. If such taking, in our business judgment, does not require the termination of this Agreement, then you will make all necessary modifications to make the Hotel conform to its condition, character and appearance immediately before such taking, according to Plans and Designs approved by us. You will take all measures to ensure that the resumption of normal operations at the Hotel is not unreasonably delayed.

### **11.2 Casualty.**

**11.2.1** You must immediately inform us if the Hotel is damaged by fire or other casualty or event of Force Majeure. If the damage or repair requires closing the Hotel, you may choose to repair or rebuild the Hotel according to the Standards, provided you: begin reconstruction within six (6) months after closing and reopen the Hotel for continuous business operations as soon as practicable (but in any event no later than eighteen (18) months after the closing of the Hotel) and give us at least thirty (30) days' notice of the projected date of reopening. Once the Hotel is closed, you will not promote the Hotel as a System Hotel or otherwise identify the Hotel using any of the Marks without our prior written consent.

**11.2.2** You and we each have the right to terminate this Agreement if you elect not to repair or rebuild the Hotel as set forth above in Subsection 11.2.1, provided the terminating Party gives the other Party sixty (60) days written notice. We will not require you to pay Liquidated Damages unless you or one of your Affiliates own and/or operate a hotel at the Hotel Site within three (3) years of the termination date under a lease, license or franchise [INSERT FOR CI, DT, ES, H2, HAM, HFS, HGI, HWS PY, RU, SA, UAB, WA] from a Competitor. [INSERT FOR OL, QQ, UP] under another brand.

**11.3 No Extensions of Term.** Nothing in this Section 11 will extend the Term.

## **12.0 TRANSFERS**

### **12.1 Our Transfer.**

**12.1.1** We may assign or Transfer this Agreement or any of our rights, duties, or assets under this Agreement, by operation of law or otherwise, to any person or legal entity without your consent, provided that any such person or legal entity shall be required to assume all of our obligations to permit you to operate the Hotel under the Brand after such assignment. Any of our Affiliates may transfer, sell, dispose of, or otherwise convey, their ownership rights in us or any of our Affiliates, by operation of law or otherwise, including by public offering, to any person or legal entity without your consent.

**12.1.2** If we assign this Agreement to a third party who expressly assumes our obligations under this Agreement, we will no longer have any performance or other obligations to you



under this Agreement and your right to use any programs, rights or services provided to you by us or our Affiliates under this Agreement will terminate.

**12.2 Your Transfer.** You understand and acknowledge that the rights and duties in this Agreement are personal to you and that we are entering into this Agreement in reliance on your business skill, financial capacity, and the personal character of you and your officers, directors, partners, members, shareholders or trustees. A Transfer by you (or by an Equity Owner as of the Effective Date, or by a transferee Equity Owner we later approve) of any Equity Interest, or this Agreement, or any rights or obligations under this Agreement, is prohibited other than as expressly permitted in this Agreement. In any Transfer by you or any Equity Owner under this Subsection 12.2, the proposed Transferee may not be a Sanctioned Person **[DELETE IF OL, QQ, UP]** or a Competitor.

**12.2.1 Permitted Transfers.** We will permit you or any Equity Owner to engage in the Permitted Transfers set forth in this Subsection 12.2.1 if the Permitted Transfer meets the listed requirements. If a Permitted Transfer under Subsection 12.2.1.2 (requiring notice and our consent) otherwise qualifies as a Permitted Transfer under Subsection 12.2.1.1 (not requiring notice or our consent), the less restrictive provisions of Subsection 12.2.1.1 will control.

**12.2.1.1 Permitted Transfers That Do Not Require Notice or Our Consent.** We will permit you or any Equity Owner to engage in the following Permitted Transfers without giving notice or obtaining our consent if the Permitted Transfer meets the listed requirements.

**12.2.1.1.1 Publicly Traded Equity Interests.** A Publicly Traded Equity Interest may be Transferred.

**12.2.1.1.2 Privately Held Equity Interests: Less than 50% Change.** An Equity Interest that is not publicly traded may be Transferred if the transferee Equity Owner will own less than fifty percent (50%) of the Equity Interests, in total, immediately after the transaction(s).

**12.2.1.1.3 Institutional Investment Funds. [IF APPLICABLE]** You may Transfer Equity Interests within **[Insert Fund Entities]** (collectively, the “Fund Entities”) and Equity Interests in you to new fund entities or new managed accounts (collectively, “Future Funds”) if **[Insert Name of Asset Manager]** (“Asset Manager”) directly or indirectly, controls the Fund Entities or Future Funds.

**12.2.1.2 Permitted Transfers That Require Notice and Our Consent.** We will permit you or any Equity Owner to engage in the following Permitted Transfers if the Permitted Transfer meets the listed requirements. For Permitted Transfers under this Subsection, you must: (a) give us at least sixty (60) days’ advance written notice of the proposed Permitted Transfer (including the identity and contact information for any proposed transferee); (b) pay to us on request a nonrefundable processing fee of Five Thousand Dollars (\$5,000); provided, however, we agree to waive the processing fee for one (1) Permitted Transfer if it occurs before the Opening Date; (c) follow our then-current procedure for processing Permitted Transfers, including providing any information we may require in order to review the proposed Transfer and completing our then-current compliance process; and (d) execute our then-current standard documents required for processing Permitted Transfers.

**12.2.1.2.1 Affiliate Transfer.** You or any Equity Owner may Transfer an Equity Interest or this Agreement to an Affiliate.

**12.2.1.2.2 Transfers to a Family Member or Trust.** If you or any Equity Owner as of the Effective Date are a natural person, you and such Equity Owner may Transfer an Equity Interest or this Agreement to an immediate family member (i.e., spouse, children, parents, siblings) or to a trust for your benefit or the benefit of the Equity Owner or the Equity Owner’s immediate family members.

**12.2.1.2.3 Transfer on Death.** On the death of Franchisee or an Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person's will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person's estate, provided that: (a) the transfer on death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within one (1) year after the death, such family member(s) or entity meet all of our then-current requirements for an approved Transferee.

**12.2.2 Change of Ownership Transfer.** A Change of Ownership Transfer is any Transfer that will result in a change of Control of you, the Hotel or the Hotel Site, or is not otherwise described in Subsection 12.2.1. We will have sixty (60) days from our receipt of the completed and signed franchise application to consent or withhold our consent to any proposed Change of Ownership Transfer. Our consent will not be unreasonably withheld. You consent to our communication with any third party we deem necessary about the Hotel in order for us to evaluate the proposed Change of Ownership Transfer. Our consent to the Change of Ownership Transfer is subject to the following conditions, all of which must be satisfied at or before the date of closing the Change of Ownership Transfer ("**Closing**"):

**12.2.2.1** Transferee submits a completed and signed Change of Ownership Application, pays our then current franchise application fee, executes our then-current form of franchise agreement, and all required ancillary documents. If all conditions to our consent are fulfilled, the date of Closing will be the termination date of this Agreement, and the effective date of Transferee's franchise agreement;

**12.2.2.2** you are not in default of this Agreement or any other agreements with us or our Affiliates;

**12.2.2.3** you or Transferee pay to us, on or before the date of Closing, the PIP fee, and all amounts due to us and our Affiliates through the date of the Closing. We will estimate the amounts due to us through the date of Closing, which you and the Transferee may agree to escrow, to be disbursed to us at Closing to fulfill this obligation. You must agree to escrow the estimated amounts due to us if we agree to execute any documents pursuant to Standard Operating Procedure 50 10 5(I) (or any equivalent or successor) of the United States Small Business Administration in connection with a Closing. If our estimate of the amounts due to us exceeds the amount actually owed to us, we will refund the difference to you, generally within thirty (30) days after the date of Closing;

**12.2.2.4** you conclude to our satisfaction, or provide adequate security for, any suit, action, or proceeding pending or threatened against you, us or any of our Affiliates with respect to the Hotel, which may result in liability on the part of us or any of our Affiliates;

**12.2.2.5** you, Transferee and/or Equity Owner(s) of Transferee, submit to us all information related to the Transfer that we require;

**12.2.2.6** Transferee meets our then-current business requirements for new franchisees; and

**12.2.2.7** Transferee agrees to indemnify, hold harmless, and defend us and our Affiliates against any inquiry, investigation, suit, action, or proceeding by any Government Entity arising out of or in connection with any fees or costs charged to patrons or guests by you.

## **12.3 Public Offering or Private Placement.**

**12.3.1** Any offering by you of Securities requires our review if you use the Marks, or refer to us or this Agreement in your offering. All materials required by any Law for the offer or sale of those Securities must be submitted to us for review at least sixty (60) days before the date you distribute those materials or file them with any governmental agency, including any materials to be used in any offering exempt from registration under any securities laws.

**12.3.2** You must submit to us a non-refundable Five Thousand Dollar (\$5,000) processing fee with the offering documents and pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.

**12.3.3** We have the right to approve any description of this Agreement or of your relationship with us, or any use of the Marks, contained in any prospectus, offering memorandum or other communications or materials you use in the sale or offer of any Securities. You may not use any of the Marks except as legally required to describe the Hotel in these documents. Our review of the documents will not in any way be considered our agreement with any statements contained in those documents, including any projections, or our acknowledgment or agreement that the documents comply with any Laws.

**12.3.4** You may not sell any Securities unless you clearly disclose to all purchasers and offerees that we, our Affiliates, and our or their respective officers, directors, agents or employees: (a) will not in any way be deemed an issuer or underwriter of the Securities, as those terms are defined in applicable securities laws; and (b) have not assumed and will not have any liability or responsibility for any financial statements, prospectuses or other financial information contained in any prospectus or similar written or oral communication. You may not state, represent, or imply that we, Hilton Worldwide, or any other of our Affiliates, participate in or endorse any Securities or any Securities offering in any manner whatsoever.

**12.3.5** You must indemnify, defend and hold the Indemnified Parties free and harmless of and from any and all liabilities, costs, damages, claims or expenses arising out of or related to the sale or offer of any of your Securities to the same extent as provided in Subsection 14.1 of this Agreement.

## **12.4 Mortgages and Pledges to Lending Institutions.**

**12.4.1** You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, without notifying us or obtaining our consent.

**12.4.2** You may request a "lender comfort letter" on behalf of your lender, which we will issue in a form satisfactory to us, subject to our right to charge our then-current non-refundable processing fee.

## **13.0 TERMINATION**

**13.1 Termination with Opportunity to Cure.** We may terminate this Agreement by written notice to you and opportunity to cure at any time before its expiration on any of the following grounds:

**13.1.1** You fail to pay us any sums due and owing to us or our Affiliates under this Agreement within the cure period set forth in the notice, which shall not be less than ten (10) days;

**13.1.2** You fail to commence or complete the Hotel Work by the applicable deadline date, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period set forth in the notice, which shall not be less than ten (10) days;

**13.1.3** You do not purchase or maintain insurance required by this Agreement or do not reimburse us for our purchase of insurance on your behalf within the cure period set forth in the notice, which shall not be less than ten (10) days; or

**13.1.4** You fail to comply with any other provision of this Agreement, the Manual or any Standard and do not cure that default within the cure period set forth in the notice, which shall not be less than thirty (30) days.

**13.2 Immediate Termination by Us.** We may immediately terminate this Agreement on notice to you and without any opportunity to cure the default if:

**13.2.1** after curing any material breach of this Agreement or the Standards, you engage in the same non-compliance within any consecutive twenty-four (24) month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;

**13.2.2** you receive three (3) notices of material default in any twelve (12) month period, even if the defaults have been cured;

**13.2.3** you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;

**13.2.4** you have an order entered against you appointing a receiver for the Hotel or a substantial part of your or the Hotel's assets or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the Hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the Hotel under any law;

**13.2.5** you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;

**13.2.6** you fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;

**13.2.7** you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;

**13.2.8** you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or our Affiliates;

**13.2.9** you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;

**13.2.10** any Transfer is not in compliance with Section 12 and its subparts;

**13.2.11** you, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or fail to comply with the provisions of Subsection 16.13;

**13.2.12** information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency;

**13.2.13** any Guarantor breaches its guaranty to us;

**13.2.14** a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel.

**13.2.15** **[DELETE FOR OL, QQ, UP]** you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.26.

**13.3 Interim Remedies.** If we send you a notice that you are in default of this Agreement, we may elect to impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or our Affiliates' obligations under Your Agreements.

**13.3.1** We may suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us. We may remove the listing of the Hotel from any directories or advertising we publish. If we suspend the Hotel from the Reservation Service, we may divert reservations previously made for the Hotel to other System Hotels or Network Hotels.

**13.3.2** We may disable all or any part of the software provided to you under Your Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Agreements. We may charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards.

**13.3.3** You agree that our exercise of the right to Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement, and that our right to Interim Remedies is in addition to, and apart from, any other right or remedy we may have in this Agreement. If we exercise the right to Interim Remedies, the exercise will not be a waiver of any breach by you of any term, covenant or condition of this Agreement. You will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses you may directly or indirectly incur by reason of our exercise and/or withdrawal of any Interim Remedy.

#### **13.4 Liquidated Damages on Termination.**

**13.4.1 Calculation of Liquidated Damages.** You acknowledge and agree that the premature termination of this Agreement will cause substantial damage to us. You agree that Liquidated Damages are not a penalty, but represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of your failure to operate the Hotel for the Term. If this Agreement terminates before the Expiration Date, you will pay us Liquidated Damages as follows:

**13.4.1.1** If termination occurs before you begin the Hotel Work, and you or any Guarantor (or your or any Guarantor's Affiliates) directly or indirectly, enter into a franchise, license, management, lease and/or other similar agreement for or begin construction or commence operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, then you will pay us Liquidated Damages in an amount equal to **[SELECT FOR CI, DT, ES, H2, HAM, HFS, HGI, HWS, WAC]** the System's Average Monthly Royalty Fees multiplied by sixty (60). **[SELECT FOR OL, PY, QQ, SA]** \$11,200 multiplied by the number of approved Guest Rooms at the Hotel. **[SELECT FOR UAB, RU, UP]** \$10,000 multiplied by the number of approved Guest Rooms at the Hotel.

**13.4.1.2** If termination occurs after you begin the Hotel Work but before the Opening Date, unless your failure to complete the Hotel Work was the result of Force Majeure, you will pay us Liquidated Damages in an amount equal to **[SELECT FOR CI, DT, ES, H2, HAM, HFS, HGI, HWS, WAC]** the System's Average Monthly Royalty Fees multiplied by sixty (60). **[SELECT FOR OL, PY, QQ, SA]** \$11,200 multiplied by the number of approved Guest Rooms at the Hotel. **[SELECT FOR UAB, RU, UP]** \$10,000 multiplied by the number of approved Guest Rooms at the Hotel.

**13.4.1.3** If termination occurs after the Opening Date but before the second anniversary of the Opening Date, you will pay us Liquidated Damages in an amount equal to **[SELECT FOR CI, DT, ES, H2, HAM, HFS, HGI, HWS, WAC]** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) the System's Average Monthly Royalty Fees multiplied by sixty (60). **[SELECT FOR OL, PY, QQ, SA]** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) \$11,200 multiplied by the number of approved Guest Rooms at the Hotel.

**[SELECT FOR UAB, RU, UP]** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) \$10,000 multiplied by the number of approved Guest Rooms at the Hotel.

**13.4.1.4** If termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of the Term, you will pay us Liquidated Damages in an amount equal to the Hotel's Average Monthly Royalty Fees multiplied by sixty (60).

**13.4.1.5** If there are fewer than sixty (60) months remaining in the Term on the date of termination, you will pay us Liquidated Damages in an amount equal to the Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.

**13.4.2 Payment of Liquidated Damages.** Payment of Liquidated Damages is due thirty (30) days following termination of this Agreement or on demand.

**13.5 Actual Damages Under Special Circumstances.** You acknowledge that the Liquidated Damages described in Subsection 13.4 may be inadequate to compensate us for additional harm we may suffer, by reason of greater difficulty in re-entering the market, competitive damage to the System or the Network, damage to goodwill of the Marks, and other similar harm, as we reserve the right to seek actual damages in lieu of Liquidated Damages under the following circumstances:

**13.5.1** within twelve (12) months of each other, **[SELECT FOR DT, ES, HFS, OL, PY, QQ, CI, SA, WAC]** two (2) **[SELECT FOR HGI, H2, HWS, UP]** five (5) **[SELECT FOR HAM, HIS, RU, UAB]** seven (7) or more franchise agreements for the Brand between yourself (or any of your Affiliates) and us (or any of our Affiliates) terminate before their expiration date as a result of a breach by you or your Affiliate; or

**13.5.2 [DELETE FOR OL, QQ, UP]** this Agreement terminates due to an unapproved Transfer: (a) to a Competitor, or (b) to a buyer that converts the Hotel to a Competing Brand within two (2) years from the date this Agreement terminates.

**13.6 Your Obligations on Termination or Expiration.** On termination or expiration of this Agreement, you will immediately:

**13.6.1** pay all sums due and owing to us or any of our Affiliates, including any expenses incurred by us in obtaining injunctive relief for the enforcement of this Agreement;

**13.6.2** cease operating the Hotel as a System Hotel and cease using the System;

**13.6.3** cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods. You will deliver all goods and materials containing the Marks to us and we will have the sole and exclusive use of any items containing the Marks. You will immediately make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials;

**13.6.4** cease representing yourself as then or formerly a System Hotel or affiliated with the Brand or the Network;

**13.6.5** return all copies of the Manual and any other Proprietary Information to us;

**13.6.6** cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform

resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the Hotel, and authorize their transfer to us; and

**13.6.7** irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify. You will also delete all references to our Marks, System, Network or Brand from any Sites you own, maintain or operate beyond the expiration or termination of this Agreement.

## **14.0 INDEMNITY**

**14.1** Beginning on the Effective Date, you must indemnify the Indemnified Parties against, and hold them harmless from, all losses, costs, liabilities, damages, claims, and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation arising out of or resulting from:

**14.1.1** any breach by you of this Agreement, the Manual or the Standards;

**14.1.2** any act or omission of you or your officers, employees, Affiliates, associates or agents in any way arising out of or relating to this Agreement;

**14.1.3** any claimed occurrence at the Hotel including personal injury, death or property damage;

**14.1.4** your alleged or actual infringement or violation of any copyright, industrial design, patent, service mark, trademark or other proprietary right owned or controlled by third parties;

**14.1.5** your alleged or actual violation or breach of any contract (including any group sales agreement for the System), any Law, or any industry standard;

**14.1.6** any business conducted by you or a third party in, on or about the Hotel or Hotel Site;

**14.1.7** your failure to comply with Subsection 16.13, including a breach of the representations set forth therein; and

**14.1.8** any inquiry, investigation, suit, action, or proceeding by any Government Entity arising out of or in connection with any fees or costs charged to patrons or guests by you, and if you acquired the Hotel in a Change of Ownership Transfer, by the previous owner (your transferor) before you acquired ownership of the Hotel.

**14.2** You do not have to indemnify an Indemnified Party to the extent damages otherwise covered under this Section 14 are adjudged by a final, non-appealable judgment of a court of competent jurisdiction to have been solely the result of the gross negligence or willful misconduct of that Indemnified Party, and not any of the acts, errors, omissions, negligence or misconduct of you or anyone related to you or the Hotel. You may not rely on this exception to your indemnity obligation if the claims were asserted against us or any other Indemnified Party on the basis of theories of imputed or secondary liability, such as vicarious liability, agency, or apparent agency, or our failure to compel you to comply with the provisions of this Agreement, including compliance with Standards, Laws or other requirements.

**14.3** You will give us written notice of any action, suit, proceeding, claim, demand, inquiry or investigation involving an Indemnified Party within five (5) days of your knowledge of it. At our election, you will defend us and/or the Indemnified Parties against the same. If you fail to defend us and/or the Indemnified Parties, we may elect to assume, but under no circumstance will we be obligated to

undertake, the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation at your expense and risk.

**14.4** If we think our respective interests conflict, we may obtain separate counsel of our choice. This will not diminish your obligation to indemnify the Indemnified Parties and to hold them harmless. You will reimburse the Indemnified Parties on demand for all expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation, the Indemnified Parties incur to protect themselves or to remedy your defaults. The Indemnified Parties will not be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you, and their failure to do so will not reduce the amounts recoverable from you by the Indemnified Parties.

**14.5** Your obligations under this Section 14 will survive expiration or termination of this Agreement.

## **15.0 RELATIONSHIP OF THE PARTIES**

**15.1 No Agency Relationship.** You are an independent contractor. Neither Party is the legal representative or agent of the other Party. Neither Party has the power to obligate the other Party for any purpose. You acknowledge that: (a) we do not direct, supervise, manage, dictate, control, or have the right to control labor or employment matters for you or your employees; (b) we do not set or have the right to set any terms or conditions of employment for your employees; (c) the training we require is for the purpose of enabling you to ensure that your Hotel operates in compliance with our Standards; and (d) you have exclusive control over your daily affairs. You expressly acknowledge that the Parties have a business relationship based entirely on, and defined by, the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary, employment, or joint-employment relationship is intended or created by reason of this Agreement.

**15.2 Notices Concerning Your Independent Status.** All contracts for the Hotel's operations and services at the Hotel will be in your name or in the name of your Management Company. You will not enter into or sign any contracts in our name or any of our Affiliates' names or use the Marks or any acronyms or variations of the Marks. You will disclose in all dealings with the public and your employees, agents, contractors, suppliers and other third parties that: (a) you are the Hotel's owner; (b) you are an independent entity; (c) you are the employer, principal, or contracting party (as applicable); and (d) we are not responsible for your liabilities or debts in any manner whatsoever.

## **16.0 MISCELLANEOUS**

### **16.1 Severability and Interpretation.**

**16.1.1** If any provision of this Agreement is held to be unenforceable, void or voidable, that provision will be ineffective only to the extent of the prohibition, without in any way invalidating or affecting the remaining provisions of this Agreement, and all remaining provisions will continue in effect, unless the unenforceability of the provision frustrates the underlying purpose of this Agreement. If any provision of this Agreement is held to be unenforceable due to its scope, but may be made enforceable by limiting its scope, the provision will be considered amended to the minimum extent necessary to make it enforceable.

**16.1.2** This Agreement will be interpreted without interpreting any provision in favor of or against either Party by reason of the drafting of the provision, or either of our positions relative to the other.

**16.1.3** Any covenant, term or provision of this Agreement that provides for continuing obligations after the expiration or termination of this Agreement will survive any expiration or termination.



## **16.2 Governing Law, Jurisdiction and Venue.**

**16.2.1** The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subsection 16.2.1.

**16.2.2** The Parties agree that any action brought pursuant to this Agreement or the relationship between them must be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia, or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county and state where the Hotel is located. You consent to personal jurisdiction and venue in each of these jurisdictions and waive, and agree not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

**16.3 Exclusive Benefit.** This Agreement is exclusively for our and your benefit, and none of the obligations of you or us in this Agreement will run to, or be enforceable by, any other party (except for any rights we assign or delegate to one of our Affiliates or covenants in favor of our Affiliates, which rights and covenants will run to and be enforceable by our Affiliates or their successors and assigns) or give rise to liability to a third party, except as otherwise specifically set forth in this Agreement.

**16.4 Entire Agreement.** This Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into this Agreement by reference (including any representations in any franchise disclosure document that we provided to you for the Brand in connection with the offer of this License) will be construed together as the entire agreement between you and us with respect to the Hotel and any other aspect of our relationship and will supersede and cancel any prior and/or contemporaneous discussions or writings between you and us.

## **16.5 Amendment and Waiver.**

**16.5.1** No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind us unless it is in writing, specifically designated as an amendment or waiver, and signed by one of our officers. We may condition our agreement to any amendment or waiver on receiving from you, in a form satisfactory to us, an estoppel and general release of claims that you may have against us, our Affiliates, and related parties.

**16.5.2** No failure by us or by any of our Affiliates to exercise any power given us under this Agreement or to insist on strict compliance by you with any of your obligations, and no custom or practice at variance with the terms of this Agreement, will be considered a waiver of our or any of our Affiliates' right to demand exact compliance with the terms of this Agreement.

## **16.6 Consent; Business Judgment.**

**16.6.1** Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval at our option, in our business judgment, taking into consideration our assessment of the long-term interests of the System overall. We may withhold any and all consents or approvals required by this Agreement if you are in default or breach of this Agreement. Our approvals and consents will not be effective unless given in writing and signed by one of our duly authorized representatives.

**16.6.2** You agree not to make a claim for money damages based on any allegation that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You also may not claim damages by way of set-off, counterclaim or defense for

our withholding of consent. Your sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement by specific performance or by declaratory judgment.

**16.7 Notices.** All notices under this Agreement must be in writing.

**16.7.1 Principal Legal Correspondent (“PLC”).** You must designate a single Person to be your duly authorized representative to issue and receive notices as described in Subsection 16.7.2. Your designee will be your PLC under this Agreement. You may have only one PLC. The notice address for your PLC may not be a P.O. Box, and the notice address for your PLC may not be the same as the Hotel address. The notice address for your PLC will be set forth initially on the Addendum to this Agreement. If you want to change the person designated as your PLC, or the address or email for notice to your PLC, you may do so at any time by sending a notice to us in accordance with Subsection 16.7.3.

**16.7.2 Notices of Default and Termination, or Threatened Litigation.** Any notice from you or from us declaring default of a provision of this Agreement, or potential or final termination of this Agreement, must be delivered in person, or by prepaid overnight courier delivery service, or by prepaid overnight United States mail, or by prepaid certified United States mail, return-receipt requested, if overnight delivery is not available to the notice address. We will send notices under this Subsection only to your PLC. You must send notices to us under this Subsection as follows: Hilton Franchise Holding LLC, Attention: General Counsel, 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Notice sent under this Subsection will be deemed effective on the earlier of: (a) receipt, or first refusal of delivery; (b) one (1) day after posting, if sent by overnight commercial delivery service or overnight United States Mail; or (c) three (3) days after placement in United States certified mail, return receipt requested.

**16.7.3 Other Notices:** If a Party wishes to send a notice to the other Party regarding any issue other than those issues specified in Subsection 16.7.2, the Party may send the notice by any method described in Subsection 16.7.2, or by email. You may send notices under this Subsection to us to: [Legal.Development@hilton.com](mailto:Legal.Development@hilton.com) or such other email address as we may periodically designate by notice to you. You may periodically designate additional Persons to receive other types of notices from us by the methods we periodically specify. We may send notices to you under this Subsection to the email address designed for your PLC, or to the email address for other persons you designate for these notices.

**16.8 General Release.** With the exception of claims related to representations contained in the franchise disclosure document for the Brand, you, on your own behalf and on behalf of, as applicable, your officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge us and our Affiliates and our and their respective officers, directors, employees, managers, agents, representatives and their respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter, cause or thing whatsoever that has happened, developed or occurred relating to this Agreement or the relationship between you and us before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

**16.9 Remedies Cumulative.** The remedies provided in this Agreement are cumulative. These remedies are not exclusive of any other remedies that you or we may be entitled to in case of any breach or threatened breach of the terms and provisions of this Agreement.

**16.10 Economic Conditions Not a Defense.** Neither general economic downturn or conditions nor your own financial inability to perform the terms of this Agreement will be a defense to an action by us or one of our Affiliates for your breach of this Agreement.

**16.11 Representations and Warranties.** You warrant, represent and agree that all statements in your franchise application in anticipation of the execution of this Agreement, and all other documents

and information submitted to us by you or on your behalf are true, correct and complete as of the date of this Agreement. You further represent and warrant to us that:

**16.11.1** you have independently investigated the risks of operating the Hotel under the Brand, including current and potential market conditions and competitive factors and risks, and have made an independent evaluation of all such matters and reviewed our franchise disclosure document, if applicable;

**16.11.2** neither we nor our representatives have made any promises, representations or agreements other than those provided in the Agreement or in our franchise disclosure document provided to you in connection with the offer of this Agreement, if applicable, and you acknowledge that you are not relying on any promises, representations or agreements about us or the franchise not expressly contained in this Agreement in making your decision to sign this Agreement;

**16.11.3** you have the full legal power authority and legal right to enter into this Agreement;

**16.11.4** this Agreement constitutes a legal, valid and binding obligation and your entry into, performance and observation of this Agreement will not constitute a breach or default of any agreement to which you are a party or of any Law;

**16.11.5** if you are a corporation, limited liability company, or other entity, you are, and throughout the Term will be, duly formed and validly existing, in good standing in the state in which you are organized, and are and will be authorized to do business in the state in which the Hotel is located;

**16.11.6** no Equity Interest has been issued, converted to, or is held as, bearer shares or any other form of ownership, for which there is no traceable record of the identity of the legal and beneficial owner of such Equity Interest; and

**16.11.7** you hereby indemnify and hold us harmless from any breach of these representations and warranties, which will survive the termination of this Agreement.

**16.12 Counterparts.** This Agreement may be signed in counterparts, each of which will be considered an original, and the Parties agree to conduct the transaction by electronic means.

**16.13 Sanctioned Persons and Anti-bribery Representations and Warranties.**

**16.13.1** You represent, warrant and covenant to us and our Affiliates, on a continuing basis, that:

**16.13.1.1** neither you, nor any Person having Control over you or the Hotel, is a Sanctioned Person;

**16.13.1.2** you have not and will not obtain, receive, transfer or provide any funds, property, debt, equity, or other financing related to this Agreement and the Hotel or Hotel Site to/from a Sanctioned Person;

**16.13.1.3** neither you, nor any Person having Control over you or the Hotel, has been convicted of, pleaded guilty to, or otherwise been adjudged liable for any violation of laws, ordinances, rules or regulations that pertain to bribery or corruption, money laundering, competition, securities or financial fraud, trade sanctions or export controls, human trafficking, sex trade, or forced labor;

**16.13.1.4** any funds received or paid in connection with entry into or performance of this Agreement have not been and will not be derived from or commingled with the

proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that you are not engaging in this transaction in furtherance of a criminal act;

**16.13.1.5** in preparation for and in entering into this Agreement, neither you, nor any Person having Control over you or the Hotel, has made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Agreement or the performance of your obligations under this Agreement, neither you nor any Person having Control over you or the Hotel will directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws;

**16.13.1.6** neither you, nor any Person having Control over you or the Hotel who may be considered a Government Entity or Government Official, improperly uses their status or position to influence official actions or decisions or to secure any improper advantages to or for the benefit of the Hotel or us; and

**16.13.1.7** you will assure that your respective appointed agents (including any Management Company) in relation to this Agreement comply in all material respects with the representations, warranties, and covenants described in this Subsection 16.13.

**16.13.2** You will notify us in writing immediately on the occurrence of any event which would render the foregoing representations and warranties of this Subsection 16.13 incorrect.

**16.13.3** If we believe that you may not be in compliance with any of the covenants, representations and warranties set forth in this Subsection 16.13, we will advise you of our belief, and you must (a) cooperate with any and all reasonable information and documentation requests and inquiries, including requests for execution of certificates of compliance, and (b) permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management, and use of the Hotel.

**16.14 Attorneys' Fees and Costs.** If either Party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement or defend any claim by the other, then the prevailing Party in any resulting dispute will be entitled to recover from the non-prevailing Party the amount of all reasonable fees of attorneys and experts, court costs, and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

**16.15 Interest.** Any sum owed to us or our Affiliates by you or paid by us, or our Affiliates on your behalf, will bear interest from the date due until paid by you at the rate of eighteen percent (18%) per annum or, if lower, the maximum lawful rate.

**16.16 Successors and Assigns.** The terms and provisions of this Agreement will inure to the benefit of and be binding on the permitted successors and assigns of the Parties.

**16.17 Our Delegation of Rights and Responsibility.** In addition to the rights granted to us in Section 4 and Subsection 12.1 of this Agreement, we reserve the right to delegate to one or more of our Affiliates at any time, any and all of our rights, obligations or requirements under this Agreement, and to require that you submit any relevant materials and documents otherwise requiring approval by us under this Agreement to such Affiliates, in which case approval by such Affiliates will be conclusively deemed to be approval by us. During the period of such delegation or designation, any act or direction by such Affiliates with respect to this Agreement will be deemed the act or direction of us. We may revoke any such delegation or designation at any time. You acknowledge and agree that such delegation may result in one or more of our Affiliates which operate, license, or otherwise support brands other than the Brand, exercising or performing on our behalf any or all rights, obligations or requirements under this Agreement or performing shared services on our behalf.

**16.18 Confidentiality of Negotiated Terms.** You agree that you will not disclose to any Person the content of any negotiated terms of this Agreement or Your Agreements without our prior consent except: (1) as required by Law; (2) as may be required in any legal proceedings; and (3) to those of your officers, directors, managers, members, shareholders, employees, attorneys, accountants, agents or lenders to the extent necessary for the operation or financing of the Hotel, and only if you inform such Persons of the confidentiality of the negotiated provisions. Any disclosure of negotiated terms by you, or by any such Persons, without our consent will be deemed a default under this Agreement.

## **17.0 WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES**

**17.1 IF EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.**

**17.2 IN ANY DISPUTE BETWEEN THE PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ALL PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO PUNITIVE OR EXEMPLARY DAMAGES FROM THE OTHER. NOTHING IN THIS SECTION LIMITS OUR RIGHT OR THE RIGHT OF AN INDEMNIFIED PARTY TO BE INDEMNIFIED AGAINST THE PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES TO A THIRD PARTY. THE PARTIES ACKNOWLEDGE THAT LIQUIDATED DAMAGES PAYABLE BY YOU UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR LIQUIDATED DAMAGES FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.**

## **18.0 ACKNOWLEDGEMENT OF EXEMPTION**

You represent and acknowledge that:

**18.1** The franchise sale is for more than One Million One Hundred Forty-Three Thousand One Hundred Dollars (\$1,143,100) - excluding the cost of unimproved land and any financing received from Franchisor or an Affiliate - and thus is exempted from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 C.F.R. 436.8(a)(5)(i); and at least one person has invested One Million One Hundred Forty-Three Thousand One Hundred Dollars (\$1,143,100) in the Hotel or the Hotel Site; or

**18.2** You and/or your Affiliates have been in business for at least five (5) years and have a net worth of at least Five Million Seven Hundred Fifteen Thousand Five Hundred Dollars (\$5,715,500) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 C.F.R. 436.8(a)(5)(ii); and

**18.3** As a result, this franchise sale is exempt under federal and state franchise law.

**[SELECT THE APPROPRIATE PARAGRAPH 19; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]**

## **19.0 NOTICE OF INTENT TO MARKET**

**[SELECT FOR DT, ES, HAM, HGI, HWS, H2, OL, PY, QQ, RU, UAB, UP]** Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate want to Transfer any Equity Interest, you must give us written notice, concurrently with beginning your marketing efforts.

## **19.0 RIGHT OF FIRST OFFER [SELECT FOR CI, HFS, SA, WAC]**

**19.1** Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate wants to Transfer any Equity Interest, or you or a Controlling Affiliate receive an unsolicited bona fide offer from a third party to purchase or lease the Hotel or Hotel Site or an interest in it ("**Marketed Interest**"), you or the Controlling Affiliate shall notify us in writing of such offer ("**ROFO Notice**"). The ROFO Notice shall describe the Marketed Interest and state the intended sales or lease price and all terms and conditions of the proposed sale or lease. You or the Controlling Affiliate will provide us with all information and documentation relating to the Marketed Interest that we request.

**19.2** We or our designee(s) shall have the right, exercisable within thirty (30) days after receipt of all requested documentation and information from you ("**Option Period**"), to either make an offer to purchase or lease the Marketed Interest ("**Our Offer**") or waive our right to make an offer. During the Option Period, you may not change any of the terms and conditions in the ROFO Notice, and must deal exclusively with us or our designee(s).

**19.3** You will have twenty (20) days after receiving Our Offer to accept or reject Our Offer in writing. If Our Offer is for a price equal to or greater than stated in the notice and is on substantially similar terms and conditions as (or is more favorable than) those stated in the ROFO Notice, then you must accept Our Offer. If you do not accept Our Offer within twenty (20) days, it is deemed rejected.

**19.4** If you accept Our Offer, we or our designee and you will enter into an agreement and complete the transaction for the purchase or lease of the Marketed Interest at the price and on the terms and conditions of Our Offer within sixty (60) days of your written acceptance (the "**60-day Period**"). You will not offer the Hotel or Hotel Site to any third party during the 60-day Period. If the parties are unable to reach agreement despite good faith negotiations in the 60-day Period, you will be deemed to have rejected Our Offer.

**19.5** If you do not accept Our Offer, or it is deemed rejected, or we waive our right to make an offer, for two hundred seventy (270) days (the "**270-day Period**"), you or a Controlling Affiliate may Transfer the Marketed Interest to a third party for a price greater than and/or on more favorable terms than the price and terms stated in Our Offer, but you or a Controlling Affiliate must comply with the Transfer provisions in Section 12.2.3 of this Agreement. If you or a Controlling Affiliate proposes to Transfer the Marketed Interest at a lesser price or on less favorable terms during the 270-day Period, then you must again give us notice of the proposed sale or lease and comply with the provisions of this Section 19.

## **[INCLUDE ONLY IF KEY MONEY GRANTED / DELETE OTHERWISE AND UPDATE TOC]**

### **20.0 KEY MONEY/DEVELOPMENT INCENTIVE NOTE**

You and any co-makers must execute the Development Incentive Note attached to this Agreement as Exhibit [ ] contemporaneously with your execution of this Agreement. Within thirty (30) days after you open the Hotel with our consent, we will pay to you [ ] Dollars (\$) as a development incentive.

In connection with this Agreement or the performance of its obligations under this Agreement, you will not use any portion of the development incentive to make, provide, offer to make, or authorize, directly or indirectly, an Improper Payment or engage in any acts or transactions otherwise violating any Anti-Corruption Laws. If we have any basis for a reasonable belief that you have used the development incentive in violation of any Anti-Corruption Laws, we will advise you of this belief and you will cooperate with any and all reasonable information and document requests and inquiries, including requests for execution of certificates of compliance, and permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management and use of the Hotel.

## ADDENDUM TO FRANCHISE AGREEMENT

Effective Date: [

Facility Number: [

Franchisor Name: **HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company**

Brand: **[SELECT:**

**Canopy**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Canopy” or “Hilton” as any part of their brand name.

**Canopy by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Canopy” or “Hilton” as any part of their brand name.

**Conrad**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Conrad” or “Hilton” as any part of their brand name.

**Curio Collection by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Curio,” “Collection,” or “Hilton” as any part of their brand name.

**DoubleTree by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “DoubleTree” or “Hilton” as any part of their brand name.

**DoubleTree Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “DoubleTree,” “Suites,” or “Hilton” as any part of their brand name.

**Embassy Suites**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Embassy,” “Suites,” or “Hilton” as any part of their brand name.

**Embassy Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other

brands, product lines, or chains of hotels that include the words “Embassy,” “Suites,” or “Hilton” as any part of their brand name.

**Hampton Inn by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Hampton” or “Hilton” as any part of their brand name.

**Hampton Inn & Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Hampton,” “Suites,” or “Hilton” as any part of their brand name.

**Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the word “Hilton” as any part of their brand name.

**Hilton Garden Inn**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other chains of hotels that include the word “Hilton” as any part of their brand name.

**Home2 Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Home,” “Suites,” or “Hilton” as any part of their brand name.

**Homewood Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Home,” “Suites,” or “Hilton” as any part of their brand name.

**LXR**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the initials or words “LXR” or “Hilton” as any part of their brand name.

**Motto by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Motto” or “Hilton” as any part of their brand name.

**Signia Hilton [or Signia by Hilton]** as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that



include the words "Signia" or "Hilton" as any part of their brand name.

**Tapestry Collection by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Tapestry," "Collection," or "Hilton" as any part of their brand name.

**Tru by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Tru" or "Hilton" as any part of their brand name.

**Waldorf Astoria**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Waldorf," "Astoria," or "Hilton" as any part of their brand name.

Initial Approved Hotel Name (Trade Name):

[

Principal Mark in Brand:

**[SELECT:**

**Canopy**

**Conrad**

**Curio**

**DoubleTree**

**Embassy**

**Hampton**

**[SELECT FOR HFS HGI: Hilton**

**Home2**

**Homewood**

**LXR**

**Motto™**

**Signia™**

**Tapestry™**

**Tru**

**Waldorf Astoria**

Franchisee Name and Address  
(Attn: Principal Legal Correspondent):

[

Address of Hotel:

[

Initial Number of Approved Guest Rooms: [

Plans Submission Dates:

Preliminary Plans: [Due four (4) months from the Effective Date]

Design Development (50%) Plans and Specifications: [Due eight (8) months from the Effective Date]

Final (100%) Plans and Specifications: [Due twelve (12) months from the Effective Date]

Construction Commencement Date: **[HAM HGI H2 HWS RU UAB: Due fifteen (15) months from the Effective Date]**

**[CI DT ES HFS OL PY QQ UP SA WAC: Due Sixteen (16) months from the Effective Date]**

**[If Adaptive Reuse, include:**  
For the Hotel to be considered under construction, you must have: (a) submitted final plans to us, (b) received our approval of your final plans, (c) submitted to us a building permit for Hotel construction, and (d) substantially completed, to our satisfaction: (i) exterior demolition, if applicable, and (ii) interior demolition and construction of new permanent interior walls.

Construction Work Completion Date: **[HAM H2 RU UAB: Due twenty-seven (27) months from the Effective Date]**  
**[HGI HWS: Due thirty (30) months from the Effective Date]**  
**[CI DT ES HFS OL PY QQ UP SA WAC: Due thirty-six (36) months from the Effective Date]**

Renovation Commencement Date: [

Renovation Work Completion Date: [

Expiration Date: **[SELECT:**  
New Construction – At midnight on the last day of the month **[HAM HGI H2 HWS UAB RU: twenty-two (22) years from the [SELECT: Effective Date] [Opening Date]**  
**[CI DT ES HFS OL PY QQ UP SA WAC: twenty-three (23) years from the [SELECT: Effective Date] [Opening Date]**

Conversion – At midnight on the last day of the month **[SELECT: ten (10) to twenty (20) years from the Opening Date]**

Change of Ownership – Remaining Term under the existing franchise agreement

Monthly Fees:

**[DELETE UNLESS HFS/CI/SA/WAC]** Monthly Food and Beverage Fee: Three percent (3%) of the Hotel's Gross Food and Beverage Revenue for the preceding calendar month.

Monthly Program Fee:

**[SELECT FOR CI DT ES HAM HFS HGI OL PY QQ RU UP UAB SA WAC:** Four percent (4%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

**[SELECT FOR HWS/H2:** Three and one-half percent (3.5%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

**[SELECT ONLY IF EARLY RL AND PREVIOUS MONTHLY PROGRAM FEE WAS LOWER:** From the Effective Date through **[Expiration Date of prior FA**, you will pay [\_\_\_\_ percent (\_\_\_\_%) ("Discounted Fee") of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month; then, from **[Expiration Date of prior FA** to the end of the Term, you will pay [\_\_\_\_ percent (\_\_\_\_%) of GRR. The Discounted Fee will not be used as a base for purposes of calculating any changes to the Monthly Program Fee during the Term.

**ALWAYS INCLUDE:** The Monthly Program Fee is subject to change by us. Any change may be established in the Standards, but the rate will not exceed the standard Monthly Program Fee as of the Effective Date plus one percent (1%) of the Hotel's GRR during the Term.

Monthly Royalty Fee:

**[SELECT FOR CI DT HFS H2 OL PY QQ RU SA UP UAB WAC:**

Five percent (5%) of the Hotel's GRR for the preceding calendar month

**BUT IF UAB, USE THE FOLLOWING FOR THE FIRST 10 APPROVED APPLICATIONS. DO NOT USE FOR ANY AFTER THE FIRST 10:**

Three percent (3%) of the Hotel's GRR for the preceding calendar month for the first twenty four (24) full calendar months after the Opening Date (Years 1 and 2); and

Four percent (4%) of the Hotel's GRR for the preceding calendar month for the second twenty four (24) full calendar months after the Opening Date (Years 3 and 4); and

Five percent (5%) of the Hotel's GRR for the preceding calendar month for the remainder of the Term.

Monthly Royalty Fee:

**[SELECT FOR ES HGI HWS:**

Five and one-half percent (5.5%) of the Hotel's GRR for the preceding calendar month

**BUT IF ES HWS NEW DEVELOPMENT/CONVERSION, USE THE FOLLOWING:**

Monthly Royalty Fee:

Three and one-half percent (3.5%) of the Hotel's GRR for the preceding calendar month for first twelve (12) full calendar months after the Opening Date (Year 1).

Four and one-half percent (4.5%) of the Hotel's GRR for the preceding calendar month for second twelve (12) full calendar months after the Opening Date (Year 2).

Five and one-half percent (5.5%) of the Hotel's GRR for the preceding calendar month for the remainder of the Term.

Monthly Royalty Fee:

**[SELECT FOR HAM:**

Six percent (6%) of the Hotel's GRR for the preceding calendar month.

Monthly Royalty Fee:

**[IF HAM ENTERING INTO A RL FA (NOT A COO) UNDER FA EXECUTED BEFORE 4/1/05, USE THE FOLLOWING**

Four percent (4%) of the Hotel's GRR for the preceding calendar month, until and including [insert date that is the day before the 25<sup>th</sup> anniversary of the date the Hotel first began operating as a System Hotel], then increasing to six percent (6%) of the Hotel's GRR for the preceding calendar month for the remainder of the Term.

#### **Additional Requirements/Special Provisions [Section #]:**

**[ADD ONLY IF APPLICABLE]**

##### **Restricted Area Provision**

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the \_\_\_\_ anniversary of the **[SELECT Effective Date (being \_\_\_\_\_)] [Opening Date, but in no event later than \_\_\_\_\_]** ("Restrictive Period"), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Brand, as such Brand name may be periodically changed by us, within a **[SELECT \_\_\_\_\_]** mile radius of the Hotel, the center point of which is the front door of the Hotel ("Restricted Area"). **[SELECT \_\_\_\_\_]** Restricted Area described as follows, and as set forth on Exhibit \_\_: **[INSERT DESCRIPTION]**.

This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date ("Existing Hotel"). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Brand. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Brand; (2) hotel(s) or motel(s) that will not begin operating under the Brand until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Brand; (4) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Brand; and (5) hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name. **[INSERT FOR HFS]** You acknowledge and agree that this restriction does not apply to any "Signia Hilton" or "Signia by Hilton" brand hotel.] **[INSERT FOR SA]** You acknowledge and agree that this restriction does not apply to any "Hilton" brand hotel.]

**[IF HAM/HIS USE THIS RAB LANGUAGE INSTEAD**

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the \_\_\_\_ anniversary of the **[SELECT Effective Date (being \_\_\_\_\_)] [Opening Date, but in no event later than \_\_\_\_\_]** ("Restrictive Period"), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Hampton, Hampton Inn or Hampton Inn & Suites brands (collectively, "Restricted Brands"), as such Restricted Brands' names may be periodically changed by us, within a **[SELECT \_\_\_\_\_]** mile radius of the Hotel, the center point of which is the front door of the Hotel ("Restricted Area"). **[SELECT \_\_\_\_\_]** Restricted Area described as follows, and as set forth on Exhibit \_\_: **[INSERT DESCRIPTION]**.

This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Restricted Brands hotel as of the Effective Date (“Existing Hotel”). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Restricted Brands. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Restricted Brands; (2) hotel(s) or motel(s) that will not begin operating under the Restricted Brands until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Restricted Brands; (4) shared ownership properties (commonly known as “vacation ownership” or “time share ownership” or similar real estate properties) under the Restricted Brands; and (5) hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Restricted Brands name or any other name.

**[IF RL Amendment and Restatement.** This Agreement replaces the franchise agreement dated **[INSERT DATE]** (“Original Agreement”) by and between us (or our Affiliate) and you (or your Affiliate) with respect to the Hotel. The Original Agreement will be superseded and have no further force or effect as of the Effective Date of this Agreement, except those provisions expressly intended to survive termination or expiration of the Original Agreement. To the extent there are outstanding obligations to us or our Affiliates under the Original Agreement, you acknowledge and agree that you are directly responsible, jointly and severally, for all such obligations under the Original Agreement existing at or accruing after the execution of this Agreement.

**[IF COO Obligations of Former Franchisee.** You acknowledge and agree that you are directly responsible for, and will pay on demand, all fees and charges due and owing us and our Affiliates related to the former franchise agreement for the Hotel if any such fees and charges remain outstanding as of or accrue after the Effective Date of this Agreement.

**[IF SITE CONTROL NOT CONFIRMED ON EFFECTIVE DATE** Before commencement of Construction Work, but not later than the Construction Completion Deadline, you must submit to us evidence satisfactory to us showing your title to, or long term possessory interest in, the real property on which the Hotel will be sited (i.e. a conformed copy of the deed, or ground lease submitted for recording, or like document) in accordance with Subsections 5.1.15 and 5.1.16 of the Agreement.

**[IF TIC** You acknowledge and agree that: (1) each of you is jointly, severally, individually and collectively responsible for the Franchisee’s obligations under this Agreement; (2) your obligations and liability to us is not limited by your tenant-in-common structure; (3) the transfer provisions of this Agreement apply to each of you; (4) [ ] is deemed to be your Controlling Affiliate; and (5) the Hotel has a single designated Principal Legal Correspondent, as named above, whom we will notify for all purposes under this Agreement.

#### **Your Ownership Structure:**

**See Attached Schedule 1**

**[IF FRANCHISEE’S AFFILIATE IS THE FEE TITLE OWNER, LESSOR OR SUBLESSOR OF THE HOTEL OR THE HOTEL SITE:**

**Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:**

**See Attached Schedule 2**

**[IF KEY MONEY EXHIBIT \_ – DEVELOPMENT INCENTIVE NOTE**

**[IF JURISDICTION APPLIES EXHIBIT \_ – STATE ADDENDA**

**[IF APPLICABLE EXHIBIT \_ – SHARED FACILITIES ADDENDUM**

**[ONLY IF NOT A RADIUS EXHIBIT \_ – RESTRICTED AREA MAP**

**[IF APPLICABLE EXHIBIT \_ – PRODUCT IMPROVEMENT PLAN**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, which has been entered into and is effective as of the Effective Date set forth above.

**FRANCHISEE:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed on: \_\_\_\_\_

**FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

Executed on: \_\_\_\_\_

## SCHEDULE 1

**Your Ownership Structure:**

<b>Name (Shareholder, Partner, Member and Manager)</b>	<b>Nature of Ownership Interest</b>	<b>% Interest</b>	<b>% Interest</b>	<b>% Interest</b>	<b>% Interest</b>

## SCHEDULE 2

**Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:**

<b>Name (Shareholder, Partner, Member and Manager)</b>	<b>Nature of Ownership Interest</b>	<b>% Interest</b>	<b>% Interest</b>	<b>% Interest</b>	<b>% Interest</b>



EXHIBIT - \_\_\_\_

**SHARED FACILITIES ADDENDUM TO FRANCHISE AGREEMENT**

You and we are parties to a franchise agreement dated \_\_\_\_\_ (“**Agreement**”), which provides, among other things, for the operation of the (proposed) [insert Hotel #1 name \_\_\_\_\_ hotel located or to be located at [insert Hotel #1 address \_\_\_\_\_ (“**Hotel**”).

You (or your Affiliate) and we are also parties to a franchise agreement dated \_\_\_\_\_ (“[insert Brand #2 \_\_\_\_\_ **Agreement**”) for the operation of the (proposed) [insert Hotel #2 name \_\_\_\_\_ hotel located or to be located at [insert Hotel #2 address \_\_\_\_\_ (“[insert Brand #2 \_\_\_\_\_ **Hotel**”).

You requested that the Hotel and the [insert Hotel #2 \_\_\_\_\_] Hotel (collectively, “**Sharing Hotels**”), which are [or, will be] [Select: part of the same building structure, [located in buildings adjacent to one another, be permitted to jointly utilize certain shared hotel facilities and offer to their guests the use of certain shared amenities (“**Shared Facilities**”) in accordance with the terms of this Addendum (“**Shared Facilities Arrangement**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree that the following provisions are incorporated into and made a part of the Agreement:

- 1) We give our consent for the Hotel and the [Hotel #2 Hotel to jointly utilize the Shared Facilities identified during our review and approval of the Plans and Designs for the Hotel and the [Hotel #2 Hotel.
- 2) Our consent is contingent upon you (or your Affiliate) executing a Shared Facilities Addendum to the [Hotel #2 Agreement on the same terms contained in this Addendum.
- 3) We expressly reserve the right to withdraw our consent and, on notice, require you to discontinue the Shared Facilities Arrangement if:
  - a) we determine that such participation is detrimental to the operation of the Hotel, the guest experience, or the goodwill and reputation of the Brand and/or the Marks;
  - b) any of the Shared Facilities fail to meet System Standards as set forth under the Agreement and/or the [Hotel #2 Agreement;
  - c) either the Agreement or the [Hotel #2 Agreement is terminated for any reason;
  - d) You Transfer a controlling Equity Interest in you, the Hotel Site, or the Agreement, without simultaneously selling, leasing, assigning, or Transferring a controlling Equity Interest in you (or your Affiliate controlling [Hotel # 2 Hotel), the [Hotel # 2 Hotel Site, or the [Hotel # 2 Agreement, to the same transferee or a transferee under common control with such transferee. Any Transfers are subject to the Transfer provisions of the Agreement. Failure to comply with the Transfer provisions is a material breach of the Agreement.

If we withdraw our consent pursuant to this paragraph, to the extent that the Shared Facilities are part of Standards, you shall immediately make arrangements to either procure the Shared Facilities, or to construct comparable facilities and amenities, for the exclusive use of the Hotel. Your failure to procure the Shared Facilities or construct comparable facilities and amenities to meet Standards is deemed to be a default that may result in the termination of the Agreement. If the Shared Facilities are no longer a part of the Hotel, you are responsible for immediately removing any Marks or distinctive System features associated with the Brand from any of the Shared Facilities that are accessible to or visible by Hotel guests, and removing all other indicia that the Hotel had joint possession or use of the Shared Facilities with the [Hotel # 2 Hotel.

- 4) So long as the Shared Facilities Arrangement is in place, any new franchise agreement executed in connection with a Transfer, or any successor franchise agreement executed between you and us must contain the provisions set forth in this Addendum. You acknowledge and agree that your refusal to include these restrictions in a successor franchise agreement will constitute a valid and reasonable basis for us to refuse to grant such successor franchise agreement. You acknowledge and agree that a proposed transferee's refusal to include these restrictions in a new franchise agreement will constitute a valid and reasonable basis for us to deny our consent to such Change of Ownership Transfer.
- 5) You acknowledge and agree that any Default under the [Hotel #2] Agreement shall constitute a simultaneous Default of the Agreement, and termination of the [Hotel #2] Agreement pursuant to such Default shall constitute a valid basis for termination of the Agreement.
- 6) All questions with respect to the construction of this Addendum and the rights and liabilities of the parties under this Addendum shall be governed by the internal laws of the state designated in the Agreement. A breach of any provision of this Addendum is a breach of the Agreement. Any action or proceeding related to or arising out of this Addendum shall be submitted and resolved exclusively by a court of competent jurisdiction located in the forum designated in the Agreement.
- 7) All capitalized terms not expressly defined in this Addendum shall have the meanings set forth in the Agreement. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.
- 8) This Addendum may be executed in counterparts, and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**FRANCHISEE:**

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

**FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Authorized Signatory

Executed on: \_\_\_\_\_

Executed on: \_\_\_\_\_

# **EXHIBIT D-1**

## ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

1. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:  
  
“The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York choice of law or conflicts of law principles.”
2. Subsection 16.2.2 of the Franchise Agreement concerning jurisdiction and venue shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.
3. Subsection 17.1 of the Franchise Agreement, containing a waiver of jury trial, shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.
4. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois franchisees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

### FRANCHISEE:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

### FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **MARYLAND ADDENDUM TO FRANCHISE AGREEMENT**

1. The general release language contained in Subsection 16.8 of the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 13, concerning termination and Section 3, concerning renewal of the License.
3. Subsection 16.2.2 is amended to provided that a franchisee 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 Laws must be brought within 3 years after the grant of the License.
4. The following sentence is added at the end of Section 16.5.1 of the Franchise Agreement (Amendment and Waiver):

“This waiver is not intended to act nor will it act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

### **FRANCHISEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

### **FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Section 3 and Section 13 are amended to provide that Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.
2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee's use of Franchisor's trademarks infringes trademark rights of the third party. Under Subsection 9.4, Franchisor does not indemnify Franchisee against the consequences of Franchisee's use of Franchisor's trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor within ten (10) days after the claim is asserted. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
3. In compliance with Minnesota Rule 2860.4400J, Subsection 9.6.2 of the Franchise Agreement is amended as follows:

The first sentence is amended to read: "If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we and our Affiliates may have at law." The second sentence is deleted in its entirety.

4. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

"The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota."

5. The following language will appear at the end of Subsection 16.2.2 of the Franchise Agreement:

"Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise 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. Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. Subsection 13.4 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

"Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 13.6, 9.6, 10.3 and Section 14 and other damages suffered by us arising out of your breach or default."

7. The following language will appear at the end of Subsection 16.8 of the Franchise Agreement:

“Minnesota Rule 2860.4400D prohibits Franchisor from requiring a Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota franchise law. This Subsection 16.8 does not require you to assent to any release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 08C.01 to 80C.22, as amended, which also provides that the voluntary settlement of disputes is not barred.”

8. Minn. Rule 2860-4400J prohibits waiver of a jury trial. Subsection 17.1 of the Franchise Agreement is deleted in its entirety.

**FRANCHISEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

**FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. Subsection 9.6 of the Franchise Agreement requiring you to consent to the entry of an injunction is amended to provide that you consent to the seeking of such an injunction.
2. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of New York concerning franchising.

### FRANCHISEE:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

### FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Subsection 16.2.1 is amended to provide that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.
2. Subsection 16.2.2 is amended to provide that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.
3. Subsection 13.4 of the Franchise Agreement is hereby deleted in its entirety, and replaced by the following:

Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 9.6, 10.3, 13.6, and Section 14 and other damages suffered by us arising out of your breach or default.

4. Subsection 17.1, which requires you to waive your right to a trial by jury, is deleted in its entirety.
5. Subsection 17.2, which requires you to waive your right to exemplary and punitive damages is deleted in its entirety.
6. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

### FRANCHISEE:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

### FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in the State of Rhode Island:

1. Subsection 16.2.1 is amended to provide that any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted.
2. Subsection 16.2.2 is amended to provide that Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

### FRANCHISEE:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

### FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

1. Sections 3 and 13 are amended to provide that if any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act") (including areas of termination and renewal of your franchise), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise Agreement with regard to any franchise sold in Washington.
2. Section 12 is amended to provide that transfer fees are collectable to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer.
3. Subsection 16.2.1 is amended to provide that in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. Subsection 16.8 is amended to provide that a release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel.
5. Subsection 17.1 is amended to provide that provisions 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.

### FRANCHISEE:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on: \_\_\_\_\_

### FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **EXHIBIT D-2**

## DEVELOPMENT INCENTIVE NOTE

McLean, Virginia

\$[insert amount]

Date: [insert date]

FOR VALUE RECEIVED, [INSERT NAME] (“**Maker**”) promises to pay to the order of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company (“**Holder**”), the principal sum of [INSERT AMOUNT IN WORDS] (\$[INSERT NUMERICAL AMOUNT]) which amount shall bear no interest unless Maker defaults or this Note is accelerated.

This Note is issued pursuant to the Franchise Agreement between Holder and Maker for the operation of a [INSERT BRAND] hotel to be located at [INSERT ADDRESS] (“**Hotel**”). All capitalized terms not defined in this Note shall have the same meaning as in the Franchise Agreement.

The principal amount of this Note will be disbursed by Holder to Maker, and Maker will become subject to the obligation to repay or discharge this Note, when and if Maker opens the Hotel in accordance with the Franchise Agreement. If the Franchise Agreement terminates before the Hotel opens and Holder does not disburse the principal amount of this Note to Maker, then this Note will be deemed discharged and neither party will have any further obligation to the other under this instrument. On each anniversary of the Hotel's Opening Date, one-twentieth (1/20<sup>th</sup>) [UPDATE IF FA TERM IS NOT 20 YEARS] of the original principal amount will be forgiven without payment. Maker's obligation to repay the principal of this Note will cease and this Note will automatically be canceled and discharged when and if the principal is completely forgiven in accordance with these terms.

If a Termination of the Franchise Agreement occurs for any reason; or a Transfer occurs, and the transferee does not assume Maker's obligation under this Note in a writing acceptable to Holder before the closing of the Transfer before the principal is forgiven, then the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. If this Note is accelerated under this paragraph, and is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 7930 Jones Branch Dr., Suite 1100, McLean, VA 22102, Attention: General Counsel, or at such other place as Holder may periodically direct by written notice to Maker. Any payments shall be first applied to any accrued interest and then to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note. Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection, which shall be added to the amount due and payable to Holder under this Note. This Note is issued in and shall be governed and construed according to the laws of the State of New York (without the application of conflict of laws principles). Each maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, renewals, releases, discharges, compositions and compromises with any party liable on this Note, with or without notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this instrument.

The terms “Holder” and “Maker” shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. All references to “Maker” shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective on the date indicated above.

**Maker**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed on: \_\_\_\_\_

[REQUIRED IF PRINCIPAL OF NOTE IS \$1,000,000 OR MORE:

**Co-Maker**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed on: \_\_\_\_\_

# **EXHIBIT E**

## **GUARANTY OF FRANCHISE AGREEMENT**

**[Insert Hotel Name]**

THIS GUARANTY OF FRANCHISE AGREEMENT ("**Guaranty**") is executed as of **[Date]** ("**Effective Date**") by **[Redacted]**, a **[Redacted]** ("**Guarantor**"), in favor of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company ("**Franchisor**"), as consideration of and as an inducement to Franchisor to execute the franchise agreement with an Effective Date of **[Date]** (referred to in this Guaranty collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments, as the "**Franchise Agreement**") between Franchisor and **[Redacted]**, a **[Redacted]** ("**Franchisee**"). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as in the Franchise Agreement. Guarantor agrees as follows:

**1. Guaranty.** Guarantor hereby unconditionally and irrevocably guaranties to Franchisor: (a) the full and prompt payment of all sums owed by Franchisee to Franchisor and to Franchisor's Affiliates under the Franchise Agreement and otherwise relating to the Hotel, including, but not limited to, all fees and charges, interest, default interest, and other costs and fees (including, without limitation, attorneys' fees in connection with enforcement of the Franchise Agreement; and (b) the performance of all other obligations of Franchisee arising under the Franchise Agreement (collectively, the "**Obligations**"). On default by Franchisee and notice from Franchisor to Guarantor, Guarantor will immediately make payment in full of all past due amounts owing to Franchisor or Franchisor's Affiliates, and perform each Obligation of Franchisee.

**2. Possible Termination of Guaranty.** Franchisor will offer Guarantor its then-current standard form termination of guaranty agreement releasing Guarantor from future Obligations under this Guaranty if the following conditions are met: (a) Franchisor receives a copy of the deed evidencing that Franchisee owns fee simple title to the real property on which the Hotel is or will be sited or a copy of a ground lease to which Franchisee is a party with an unrelated third-party ground lessor for a term at least equal to the term of the Franchise Agreement; (b) Guarantor sends a written request to Franchisor to terminate the Guaranty; and (c) at the time of Guarantor's request, Franchisee is in good standing under the Franchise Agreement and has not been in default under the Franchise Agreement at any time during the twenty-four (24) month period before Guarantor's request.

**3. Waivers of Certain Rights and Defenses.** Each Guarantor waives: (a) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of Guarantor's liability under this Guaranty; (b) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of Guarantor's execution of and performance under this Guaranty; (c) any law or statute which requires that Franchisor make demand on, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others before making any demand on, collecting from or taking any action against Guarantor under or with respect to this Guaranty; and (d) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

**4. Information Requests.** Guarantor must deliver to Franchisor: (a) complete and current financial information about Guarantor as Franchisor may reasonably request; and (b) any other information about Guarantor that Franchisor reasonably requests.

**5. Additional Provisions.**

(a) Each Guarantor jointly and severally holds harmless, and agrees to defend, protect, and indemnify Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.



(b) Franchisor may assign this Guaranty without in any way affecting Guarantor's liability. This Guaranty will inure to the benefit of Franchisor and its successors and assigns and will bind Guarantor and Guarantor's heirs, executors, administrators, successors, and assigns.

(c) Notices must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid United States Mail, overnight, registered or certified, with return-receipt requested, to the following addresses:

If to Franchisor: Hilton Worldwide  
Attention: General Counsel  
7930 Jones Branch Drive, Suite 1100  
McLean, VA 22102

If to Guarantor: **INSERT** Name and Address

If Guarantor wants to change the notice address set forth above, Guarantor shall notify Franchisor in writing in accordance with the delivery procedure set forth in this Subsection 5(c). A Notice will be deemed effective on the earlier of: (i) receipt or first refusal of delivery; (ii) one (1) day after posting if sent by overnight commercial delivery service or overnight United States Mail; or (iii) three (3) days after placement in the United States Mail if overnight delivery is not available to the Notice address.

(d) Guarantor represents, warrants and covenants to Franchisor that Guarantor, including its directors, officers, senior management, shareholders and other persons having a controlling interest in Guarantor: (i) is not, and, to your actual or constructive knowledge, is not owned or controlled by, or acting on behalf of, Sanctioned Persons or, to Guarantor's actual knowledge, otherwise the target of Trade Restrictions; (ii) have not and will not obtain, receive, transfer or provide any funds, property, debt, equity or other financing related to the Franchise Agreement and the Hotel or Hotel Site to/from any entity that qualifies as a Sanctioned Person or, to your actual or constructive knowledge, is otherwise the target of any applicable Trade Restrictions' (iii) Guarantor is familiar with the provisions of applicable Anti-Corruption Laws and shall comply with applicable Anti-Corruption Laws in performance of its obligations under or in connection with this Guaranty or the Franchise Agreement; (iv) any funds received or paid in connection with entry into or performance of this Guaranty have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that Guarantor is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws; (v) in preparation for and in entering into this Guaranty, Guarantor has not made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Guaranty or the performance of Guarantor's obligations under this Guaranty, you will not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws; (vi) except as otherwise disclosed in writing to Franchisor, neither Guarantor, nor, to your actual or constructive knowledge, any of its direct or indirect shareholders (including legal or beneficial shareholders), officers, directors, employees, agents or other persons designated by you to act on your own behalf or receive any benefit under this Guaranty, is a Government Official; (vii) any statements, oral, written, electronic or otherwise, that Guarantor submits to Franchisor or to any third party in connection with the representations, warranties, and covenants described in this Subsection 5(d) are truthful and accurate and do not contain any materially false or inaccurate statements; (viii) Guarantor will make reasonable efforts to assure that its respective appointed agents in relation to this Guaranty comply in all material respects with the representations, warranties, and covenants described in this Subsection 5(d); and (ix) will notify Franchisor in writing immediately on its actual or constructive knowledge, the occurrence of any event which would render the foregoing representations and warranties of this Subsection 5(d) incorrect.

(e) Each Guarantor warrants and represents to Franchisor that Guarantor has the requisite power to execute, deliver and perform the terms and provision of this Guaranty, and that this Guaranty is a valid, binding and legally enforceable obligation of each Guarantor in accordance with its terms.

(f) If there is more than one Guarantor named in this Guaranty, any reference to Guarantor will mean any one or all Guarantors. Each Guarantor agrees that all obligations of each Guarantor are joint and several.

(g) No failure or delay on Franchisor's part in exercising any power or privilege under this Guaranty will impair any such power, right or privilege or be construed as a waiver of its rights under this Guaranty.

(h) If any provision of this Guaranty is determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective.

(i) This Guaranty embodies the entire agreement between Franchisor and Guarantor with respect to the matters set forth in this Guaranty and supersedes all prior agreements with respect to the matters set forth in this Guaranty.

**6. Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Guaranty and any and all disputes relating to this Guaranty will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles; provided, however, that nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Section 6.

**7. Jurisdiction and Venue.** The parties agree that any action related to this Guaranty shall be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or, if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county or state where the Hotel is located. Guarantor consents to personal jurisdiction and venue in each of these jurisdictions and waives and agrees not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

**8. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY.**

GUARANTOR ACKNOWLEDGES THAT GUARANTOR WAS AFFORDED THE OPPORTUNITY TO READ THIS GUARANTY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR'S CHOICE BEFORE SIGNING.

**IN WITNESS WHEREOF**, Guarantor has executed this Guaranty as of the Effective Date.

**GUARANTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT F**

**This application is to be completed online via the Hilton Application Tracker (HAT) internet portal. The online version may appear in a different format. Alternatively, we may provide a paper application. We may update or modify this application at any time.**

## **HILTON FRANCHISE APPLICATION**

**This franchise application (“Application”) includes the following:**

- Instructions for Submitting an Application
- Part 1 - Application Checklist
- Part 2 - Application Letter
- Part 3 - Application Form

### **Instructions for Submitting an Application:**

1. Have a required signer for the Applicant access the current Franchise Disclosure Document (“**Disclosure Document**”) for the applicable brand through the E-Disclosure procedure and complete the procedure by clicking “Submit” on the Electronic Receipt page. If Applicant received a paper version of the Disclosure Document, have a required signer for the Applicant sign and date the “Receipt” page at the end of the Disclosure Document and return it immediately by mail to your development representative.
2. All information must be legible and in English. Please type or print the information. For your convenience, the Application may be filled out electronically, saved and printed.
3. Attach supporting documents/information indicated in the Application Checklist. If the Application is not completed and/or supporting documentation is not attached, you must include an explanation of why the Application is not completed or the supporting documentation is not attached.
4. Applicant must be a natural person or an existing legal entity. You must provide a complete organizational chart up to the ultimate owning entity/entities and the ultimate individual owners of the Applicant.
5. Applicant must pay the franchise application fee (“**Franchise Application Fee**”) by check or wire transfer when the Application is submitted or promptly after expiration of the waiting period specified below. Please confirm the amount of your franchise application fee with your Developer.

**NOTE: APPLICANT SHOULD NOT SUBMIT PAYMENT OF THE FRANCHISE APPLICATION FEE UNTIL AT LEAST THE DAY AFTER THE 14TH FULL CALENDAR DAY FOLLOWING THE DATE APPLICANT RECEIVED THE DISCLOSURE DOCUMENT IN PAPER FORM OR THROUGH THE E-DISCLOSURE PROCEDURE.**

**NOTE:** Applicant must also pay a Property Improvement Plan (“**PIP**”) fee if the Application is for a Conversion, Relicensing or Change of Ownership.

**Required Signatures:**

The Application Letter must be signed and dated by the Applicant, or on behalf of the Applicant, by a person or persons with the capacity and authority to do so. The signatures required for valid execution of the Application Letter may vary depending on the laws under which the Applicant is established or resident. These laws must be complied with. Our minimum requirements for signatures are as follows:

<b>Applicant</b>	<b>Signers</b>
Individual(s)	Each Individual
Corporate Entity	President, Vice President or other authorized officer
General Partnership	Each General Partner
Limited Partnership	Any General Partner
Limited Liability Company	Managing Member(s) or other authorized Member(s)
Trust	Trustee(s)
Estate	Executor or Administrator

### Part 1: Application Checklist

The following items must be included for the Application to be complete. We reserve the right to request additional information as we consider appropriate:

- ☐ Disclosure Document Receipt **signed and dated** or **submitted electronically** by Applicant (see page 1), if applicable.
- ☐ Application Letter **signed and dated** by Applicant, with completed Application pages.
- ☐ Franchise Application Fee dated and/or received no earlier than the day after the **14th full calendar day** after the date the Applicant received the Disclosure Document. Example: If you receive the Disclosure Document on January 1<sup>st</sup>, then the **earliest** you may pay the Franchise Application Fee will be 15 days after that date, on January 16<sup>th</sup>.
- ☐ A certification of formation or similar document evidencing the Applicant Entity's status in the jurisdiction of formation.
- ☐ Complete Ownership Structure Form for Applicant and its underlying ownership entities.
- ☐ Complete Ownership Structure Form for fee title holder or lessor/sublessor of Hotel/Hotel Site if related to Applicant.
- ☐ Market or feasibility study, if available, or on request.
- ☐ Site Control Document and all amendments (e.g., recorded deed, recorded ground lease, recorded purchase option, binding letter of intent, binding purchase agreement) in the name of Applicant or its affiliate.
- ☐ Site Plan, Aerial and Location Map with site identified (consult your Developer for site plan requirements).
- ☐ List of hotels owned or managed by Applicant.

**CONVERSION PROJECTS In addition to the above, include the following items:**

- ☐ Conversion Indemnity Letter (if applicable)
- ☐ 3 Years' Hotel Operating Statistics (Summary Statement)

**Part 2:**  
**Application Letter**

Name of Applicant:	("Applicant")
Location:	("Location")

**Brand (check one):**

<input type="checkbox"/> Canopy by Hilton	<input type="checkbox"/> Hampton Inn by Hilton	<input type="checkbox"/> LXR
<input type="checkbox"/> Conrad	<input type="checkbox"/> Hampton Inn & Suites by Hilton	<input type="checkbox"/> Motto by Hilton
<input type="checkbox"/> Curio a Collection by Hilton	<input type="checkbox"/> Hilton	<input type="checkbox"/> Signia Hilton
<input type="checkbox"/> DoubleTree by Hilton	<input type="checkbox"/> Hilton Garden Inn	<input type="checkbox"/> Tapestry Collection by Hilton
<input type="checkbox"/> DoubleTree Suites by Hilton	<input type="checkbox"/> Home2 Suites by Hilton	<input type="checkbox"/> Tru by Hilton
<input type="checkbox"/> Embassy Suites	<input type="checkbox"/> Homewood Suites by Hilton	<input type="checkbox"/> Waldorf Astoria

This franchise application letter ("**Application Letter**") is provided to Hilton Franchise Holding LLC ("**Franchisor**"), a subsidiary of Hilton Worldwide Holdings Inc. ("**Hilton Worldwide**"), authorized to consider and process an application for a franchise to operate a hotel under the Brand at the Location in the United States ("**Hotel**"). The present or future subsidiaries and affiliates of Hilton Worldwide are collectively referred to as "entities" ("**Entities**"). Applicant understands that Franchisor is relying on the information provided in this application and all documents submitted by Applicant and co-owners and their agents, advisers and representatives in connection with or in support of the application, including, but not limited to, this Application Letter (together, the "**Application**"). Applicant agrees to supply such additional information, statements or data as may be requested by Franchisor. Applicant represents, warrants, and undertakes to Franchisor and the Entities, that:

1. All information contained in the Application is true, correct and complete as of the date of this Application Letter. Applicant will promptly inform Franchisor of any change in any of the information provided in the Application.
2. Both Applicant and the undersigned have the authority to make the Application and to enter into a franchise agreement ("**Franchise Agreement**") for the proposed Hotel at the Location. Neither the making of this Application nor the execution of a Franchise Agreement will conflict with nor put Applicant in breach of the terms of any agreements to which Applicant, its affiliates or the undersigned are a party or by which Applicant or its affiliates are bound. Neither Applicant nor its affiliates have been induced by Hilton Worldwide to terminate or breach any agreement with respect to the Location.
3. Certain information concerning Franchisor's system for the Brand, including the Disclosure Document (if required under applicable law), the manual and the Franchise Agreement (together, the "**Franchise Information**"), has been made available to Applicant. Applicant is generally familiar with the Franchise Information and its requirements and is applying for the form of Franchise Agreement provided. Applicant undertakes to treat the manual which it may receive from Franchisor as confidential. Applicant acknowledges and agrees that the Franchise Information is the property of Hilton Worldwide and/or the Entities, and that Applicant obtains no right, title or interest in or to any of the Franchise Information. Applicant agrees not to use the Franchise Information unless and until a Franchise Agreement is entered into and then in accordance with the terms and conditions of the Franchise Agreement.
4. Applicant acknowledges that Hilton Worldwide and the Entities do not enter into oral agreements or understandings with respect to the Franchise Agreement, and as of the date of this Application Letter there are no oral agreements or understandings between Applicant and Hilton Worldwide or the Entities with respect to the proposed Franchise Agreement.

5. Applicant acknowledges that the Franchise Application Fee must be enclosed with the Application if the mandatory waiting period specified in Paragraph 5 of the Instructions has expired, or must be paid promptly after expiration of the mandatory waiting period. If the Application is not approved or if Applicant withdraws the Application before it is approved, the Franchise Application Fee will be fully refunded, without interest, less \$7,500 for time and expenses incurred by Franchisor in processing the Application.

If the Application is approved, the Franchise Application Fee will not be returned or refunded under any circumstances (even if approval is conditioned on Applicant providing additional information). For a Change of Ownership Application, if Franchisor approves the Application, and the approved change of ownership does not occur, then Franchisor will refund the Franchise Application Fee without interest, less \$7,500. Franchisor reserves the sole right to approve or disapprove the Application for any reason. If the Application is approved, Applicant must provide any additional information requested, meet any additional requirements and sign the Franchise Agreement within the time period Franchisor specifies, and all other ancillary documents within the time period designated by Franchisor, failing which Franchisor may terminate the proposed hotel project and retain the Franchise Application Fee. The Franchise Application Fee may be invested, combined with other funds or otherwise used as Hilton Worldwide deems appropriate.

6. Applicant authorizes credit agencies/bureaus, financial institutions, companies and individuals to disclose to Hilton Worldwide any and all information for the purpose of Hilton Worldwide and the Entities completing any necessary credit and/or background investigations in connection with this Application and execution of any Franchise Agreement.

7. Applicant, jointly and severally if applicable, agrees to indemnify and defend Hilton Worldwide and the Entities and their respective officers, directors, employees, agents, representatives, and assignees (collectively, the “**Hilton Worldwide Indemnitees**”) against, and to hold them harmless from, all losses in connection with the Application and the Location, including breach of any representations, warranties or undertakings contained herein and all claims, demands, suits, causes of action, liabilities, losses or otherwise, directly or indirectly incurred (including legal and accounting fees and expenses), and including claims as a result of Franchisor processing the Application and/or approving a Franchise Agreement. Each Hilton Worldwide Indemnatee shall have the right independently to take any action it may deem necessary in its sole discretion to protect and defend itself against any threatened action subject to Applicant’s indemnification, without regard to the expense, forum or other parties that may be involved. Each Hilton Worldwide Indemnatee shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof. Hilton Worldwide may rely on any information, statement or notice from the Applicant pertaining to the Location or Franchise Agreement without having to investigate or ascertain the accuracy of any fact or allegation in the information, statement or notice.

8. This Application Letter may be executed in counterparts, each of which shall be deemed an original. This Application Letter must be signed by an authorized signatory for the Applicant (see Guidelines for Submitting a Franchise Application for required signatories).

9. This Application shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its choice of law principles.

Signature: \_\_\_\_\_  
Individual’s  
Name: \_\_\_\_\_  
Entity Name,  
if any: \_\_\_\_\_

Date: \_\_\_\_\_  
  
Position: \_\_\_\_\_



[illegible]

<b>Name:</b>	
<b>Street Address:</b>	
<b>City</b>	
<b>State/Province</b>	
<b>Zip/Postal Code</b>	
<b>Telephone #:</b>	
<b>Fax #:</b>	
<b>Email:</b>	

Owner/Operator Name	Brand/Property Name, City/State	Description of Interest	% Equity

## OWNERSHIP STRUCTURE OF APPLICANT ENTITY

INSTRUCTIONS: Please provide a complete breakdown of the owners of the Applicant Entity and any related entity that holds/will hold fee title to the Hotel. For complex structures, please attach a detailed organizational chart (see next page). If these owners are other legal entities, please include a breakdown of their underlying ownership. That means you should provide the name and description/percentage of ownership interest of all individuals who own and/or control these entities. Copy this form as needed to provide multiple structures.

**Example:**

Entity/Person's Name	SSN (last 4 digits), EIN, Canada SIN or Gov't ID#	Description of Interest	% Interest	Business Address & Telephone
XYZ Corp. - John Doe, President      50% - Jane Doe, Shareholder    50%	12-3456789 1234 5678	General Partner	1%	XYZ Corp. Address/Phone John Doe Address/Phone Jane Doe Address/Phone
ABC, L.L.C. - BDC, Inc., its managing member    25% - Bill Davis, President      100%	23-4567891 34-5678912 9012	Limited Partner	99%	ABC, L.L.C. Address/Phone BDC, Inc. Address/Phone
- Bill Davis Family Trust, member    25% - Bill Davis, Trustee - Bill Davis, Jr., Beneficiary      100%	45-6789123 2345 6789			Trust Contact Address/Phone
- Bill Davis, member                      50%	same as above			Bill Davis Address/Phone

**ENTITY NAME:** \_\_\_\_\_

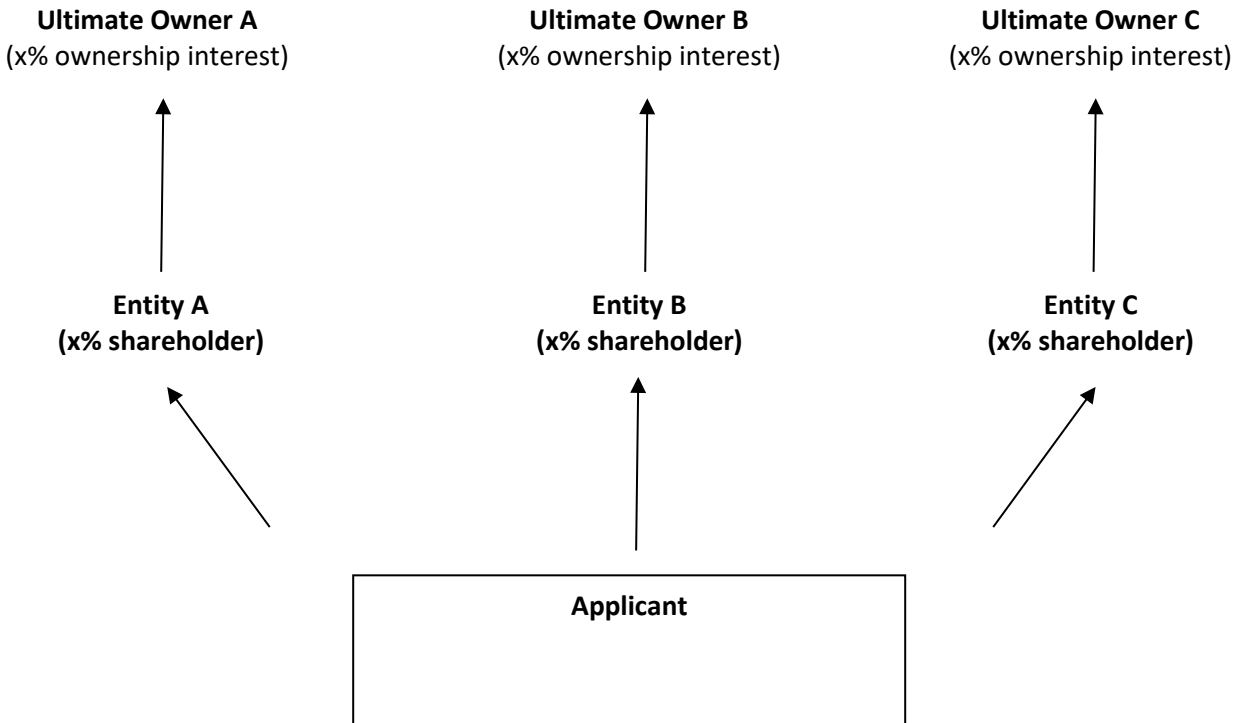
**OWNERSHIP STRUCTURE**  
(provide additional pages if necessary)

[illegible]

### Organizational Chart

Please attach a full organizational chart for the Applicant entity (and Applicant's affiliate that will lease or sublease the Hotel or the Hotel Site to Applicant, if applicable) showing all direct and indirect equity owners up to the ultimate individual owners (but excluding public shareholders or passive investors in an institutional investment fund). For each equity owner, please describe the type of interest held in the entity (e.g., shareholder, general partner, limited partner, manager, member, trustee, etc.) and show the percentage of ownership of each equity owner.

For example:



**HOTEL/SITE/SITE CONTROL INFORMATION****Location of Hotel/Hotel site:**

Street Address/Coordinates:	
City, State/Province:	
Zip/Postal Code:	
Country:	

**Brand:**

<input type="checkbox"/>	Canopy by Hilton	<input type="checkbox"/>	Hampton Inn by Hilton	<input type="checkbox"/>	LXR
<input type="checkbox"/>	Conrad	<input type="checkbox"/>	Hampton Inn & Suites by Hilton	<input type="checkbox"/>	Motto by Hilton
<input type="checkbox"/>	Curio a Collection by Hilton	<input type="checkbox"/>	Hilton	<input type="checkbox"/>	Signia Hilton
<input type="checkbox"/>	DoubleTree by Hilton	<input type="checkbox"/>	Hilton Garden Inn	<input type="checkbox"/>	Tapestry Collection by Hilton
<input type="checkbox"/>	DoubleTree Suites by Hilton	<input type="checkbox"/>	Home2 Suites by Hilton	<input type="checkbox"/>	Tru by Hilton
<input type="checkbox"/>	Embassy Suites	<input type="checkbox"/>	Homewood Suites by Hilton	<input type="checkbox"/>	Waldorf Astoria

**Development Type:**

<input type="checkbox"/>	New Development*	<input type="checkbox"/>	Conversion	<input type="checkbox"/>	Change of Ownership	<input type="checkbox"/>	Relicensing
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(\*new build/adaptive reuse)

**Hotel Affiliation (for New Development/Conversion applications only):**

Has there ever been a franchise, branded management, affiliation or similar agreement pertaining to the proposed hotel or site?	
<input type="checkbox"/>	No
<input type="checkbox"/>	Yes/Describe:
Is the hotel currently under contract with another hotel chain?	
<input type="checkbox"/>	No
<input type="checkbox"/>	Yes/Specify hotel chain:

**Hotel Facilities (existing and/or proposed):**

Total Guest Units:		# of Standard Rooms:		# of Suites:		# of Stories:	
Year Built (open hotel)		Meeting Space?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes:	sq. ft
Ballroom?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes/Description/square footage:			
Fitness Center?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes/Description:			
Spa?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes/Description:			
Swimming Pool?	<input type="checkbox"/>	Hot Tub/Jacuzzi?		<input type="checkbox"/>			
Food & Beverage Facilities (outlets, capacity, meals served, operated/leased, current/planned brand names):							
Other Retail Outlets (type, operated/ leased, current/planned brand names):							
Other Amenities (specify):							
Shared Facilities?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes/Description:			
Condo Residences?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes/(#):			
Hotel Rental Program?	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes/Description:			

**Hotel Site /Building Information:**

Total sq footage of site:		Zoned for hotel development?		No		Yes
Max height allowed by zoning:		Ft.		Stories		
Site/Development Restrictions?		No		Yes/Describe:		

**Please describe Applicant's current form of site control for the Hotel or Hotel Site:**

<input type="checkbox"/>	Owned by Applicant (attach copy of recorded deed)	
<input type="checkbox"/>	Ground lease (attach copy of recorded ground lease)	Expiration Date:
<input type="checkbox"/>	Binding option agreement (attach copy of recorded agreement)	Exercise Deadline:
<input type="checkbox"/>	Binding purchase agreement (attach copy of executed agreement)	Closing Deadline:
<input type="checkbox"/>	Other/Describe:	

**If Hotel or Hotel Site is currently owned by someone else other than Applicant, please indicate:**

Hotel/Hotel Site owner name:			
Street Address:			
State/Province:			
Zip/Postal Code:			
Country:			
Telephone:			
Fax:			
Email:			
Related to Applicant?	<input type="checkbox"/>	No	<input type="checkbox"/> Yes/Describe:

**If Hotel or Hotel Site will, upon close of purchase, be owned by someone other than Applicant, please indicate:**

Fee owner/Lessor name:			
Street Address:			
City, State/Province:			
Zip/Postal Code:			
Country:			
Telephone:			
Fax:			
Email:			
Related to Applicant?	<input type="checkbox"/>	No	<input type="checkbox"/> Yes/Describe and provide ownership structure of fee owner.

**FINANCIAL INFORMATION/PROJECT TIMELINE****Estimated Project Costs - New Development Project:**

Costs	Overall	Per Key
Land:	US\$	US\$
Construction:	US\$	US\$
FF&E:	US\$	US\$
Other:	US\$	US\$
Total Project Costs :	US\$	US\$

**Estimated Project Costs – Conversion or Change of Ownership (existing hotel):**

Costs	Aggregate	Per Key
Purchase Price/Current Market Value:	US\$	US\$
Renovations/Upgrades:	US\$	US\$
Other:	US\$	US\$
Total Project Costs:	US\$	US\$

**Estimated Project Timeline:**

Forecasted Construction/Renovation Start Date:	
Forecasted Construction/Renovation Completion Date:	

**Operating Projections:**

Assumptions	Year 1	Year 2	Year 3	Year 4	Year 5
% Occupancy					
Avg Daily Rate (US\$)					

**Financing/Refinancing Information:**

Do you have a loan or loan commitment for this project?		<input type="checkbox"/> No		<input type="checkbox"/> Yes (continue)	
Name of Lender(s):					
Loan Amount:			Percentage Equity:		
Description:					
<input type="checkbox"/> New?			<input type="checkbox"/> Existing?		
Is the loan (or will the loan be) cross-collateralized by other hotels/real estate assets or cross-defaulted to any other loan(s)?					
<input type="checkbox"/> No			<input type="checkbox"/> Yes/Describe:		

**Deadlines associated with Project or Application:**

Are there any critical deadlines we should know about in processing your application, such as purchase closings or financing commitment deadlines?	
<input type="checkbox"/> No	<input type="checkbox"/> Yes/Describe:

# **EXHIBIT G**

## INFORMATION TECHNOLOGY SYSTEM AGREEMENT

**THIS INFORMATION TECHNOLOGY SYSTEM AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, 201\_\_ (the “Effective Date”) by and between Hilton Systems Solutions, LLC (“HSS”) and [Name of Customer], a [Insert Type of Entity (e.g., corporation, partnership)] (“Customer”), each of which is a “Party” and both of which are, collectively, the “Parties”. This Agreement includes all of its attachments, exhibits, schedules and Order Documents as well as all other documents expressly incorporated into it by reference.

### RECITALS

Customer is a party to a management agreement and/or franchise agreement with an affiliate of HSS for the [Brand] hotel located at [HOTEL ADDRESS] (the “Hotel”). Customer is entering into this Agreement in order to obtain and use certain information technology (“IT”) products, services and systems for and at the Hotel.

### ARTICLE 1. DEFINITIONS AND ORDER DOCUMENTS

1.1 Use of Relationship Agreement. The provisions of this Agreement will be deemed to include all of the terms, requirements, covenants and conditions contained in either (i) the Customer’s Franchise Agreement; or (ii) the Customer’s Management Agreement, (the “Relationship Agreement”), with such modifications as are necessary to make them applicable to this Agreement and the Parties as if set out in full in this Agreement. In the event that both a Customer’s Franchise Agreement and Customer’s Management Agreement exist, without prejudice to Article 7 (Precedence and Interpretation) then only the terms, requirements, covenants and conditions contained in the Customer’s Franchise Agreement will be deemed to be incorporated into this Agreement

1.2 Definitions. Unless otherwise defined in the body of this Agreement or in Annex 1 – Definitions, all of the defined words and expressions used in this Agreement have the meanings set out in the Relationship Agreement.

1.3 Ordering Software, Services and Authorized Equipment. Customer may order Software, Services and Authorized Equipment by submitting an HSS-approved form of order document (“Order Document”) to HSS. Once accepted by HSS the Order Document becomes part of this Agreement.

### ARTICLE 2. SOFTWARE, FEES AND MASTER AGREEMENTS

2.1 License to Software. HSS licenses to Customer the Proprietary Software and sublicenses to Customer the Certified Third Party Software set forth in the Order Document on the terms and conditions set forth in this Agreement.

2.1.1 Customer may be required to execute a separate license agreement directly with one or more third party software providers in connection with Certified Third Party Software not licensed from HSS and such Certified Third Party Software will be licensed on the terms and conditions set out in such separate license agreement.

2.1.2 The Proprietary Software and Certified Third Party Software for which there is no separate license agreement are licensed or sublicensed to Customer under this Agreement on the following terms and conditions:

(a) The license is personal, non-exclusive and non-transferable.

(b) The Software may be used by Customer solely on the Authorized Equipment and solely for the operation of the Hotel.



(c) Except for a single copy of Certified Third Party Software which may be maintained by Customer for archival back-up purposes, Customer will not reproduce or reuse, in whole or in part, any Software, documentation or materials comprising any portion of the Information System in any manner (whether directly or in creating a new use or otherwise) without the prior written consent of HSS. Customer will not cause or permit any reverse engineering, disassembly or de-compilation of any of the Software or any review of Software data structures.

(d) Customer will accept all patches, bug fixes, updates, version upgrades, maintenance and service packs (collectively, “Patches”) from HSS or the relevant Preferred Provider that are deemed necessary by HSS for the proper function and security of the Software. HSS is not responsible for performance or security issues that result from Customer’s failure to accept the application of Patches. Except for emergency or security related maintenance activities, HSS will coordinate with Customer the scheduling of the application of Patches, where possible, based on HSS’s next available standard maintenance window.

(e) Customer recognizes the confidential and proprietary nature of the Software and agrees to maintain the Software in confidence in accordance with Article 6 (Confidentiality). Customer will not permit the Software and related documentation to be used or accessed by anyone other than Customer’s employees or contractors pursuant to Section 2.1.2 (b) who are bound by obligations of confidentiality no less stringent than those set forth herein.

2.1.3 Customer will not remove or obscure any copyright, trademark, other mark or confidentiality notices affixed to any Software and will not modify it or combine it with or into any other program, data or device.

2.1.4 No legal or equitable title to or ownership of any of the Software or any proprietary rights therein are transferred to Customer under this Agreement other than the limited software license specified herein.

2.1.5 Customer acknowledges that the Software is owned by HSS, HSS’s Affiliates and/or their respective licensors and that everything in the Software, including all intellectual property, is proprietary to HSS, HSS’s Affiliates and/or their licensors, respectively. Customer also acknowledges that HSS may, at its discretion, make changes in, and substitutions of the Software.

2.2 Fees and Payment. All Fees are subject to change by HSS and/or the relevant third party as applicable. Customer will make all payments under or required by this Agreement in United States Dollars and within thirty (30) days of receipt of the invoice therefore.

2.3 Master Agreements with Third Parties. HSS or its designee may, without warranty or representation of any kind, negotiate with any third party vendor a master services, software or equipment purchase or lease agreement (collectively, the “Master Agreements”) and permit Customer to purchase or lease Authorized Equipment, license software and purchase services from those third party vendors (each a “Preferred Provider”) pursuant to the terms of the applicable Master Agreements. The Preferred Providers may require Customer to execute a joinder or participation agreement for the applicable Master Agreement, in substantially the forms contained in schedules to the relevant Order Document (collectively, the “Joinder Agreements”). Customer will be bound by the terms of that Master Agreement as specified in the relevant Joinder Agreement(s) and will be directly and solely responsible for Customer’s compliance with and performance under the Joinder Agreement.

2.4 Customer Cooperation. Customer will provide HSS and its Affiliates and its and their respective third party providers with such cooperation relating to HSS’s performance of its obligations under this Agreement as HSS may reasonably request from time to time. Customer agrees to comply with the Information System’s regulations, rules and policies as HSS may determine from time to time.

### **ARTICLE 3. AUDITS**

Customer will maintain records sufficient to permit verification of Customer's compliance with this Agreement. Upon forty-five (45) days written notice (or such shorter period of time as may be required under any applicable Master Agreement), HSS or its designee may perform examinations, tests, audits, inspections and reviews of Customer's compliance with this Agreement, including by using the Services of one or more third parties. Customer will cooperate with HSS's audit activities and provide reasonable assistance and access to information when requested, including to all of the following: (a) any part of any facility, including the Hotel, at which any Services and products provided pursuant to this Agreement are performed, provided or used; (b) the employees and contractors Customer uses in connection with its operation of the Hotel; and (c) data and records. No such audit will unreasonably interfere with Customer's normal business operations. Customer agrees that HSS will not be responsible for any of Customer's costs incurred in cooperating with any audit.

### **ARTICLE 4. TERMINATION**

4.1 Termination. HSS may terminate this Agreement by written notice to Customer on any of the following grounds:

4.1.1 Customer fails to pay any sums due and payable under this Agreement and fails to cure such failure within the cure period set forth in the notice, which will not be less than ten (10) days;

4.1.2 Customer breaches its obligations under Article 6 (Confidentiality);

4.1.3 Customer fails to refresh the Authorized Equipment at the Hotel as required by HSS; and

4.1.4 Customer breaches any other provision of this Agreement and does not cure that breach within the cure period set forth in the notice, which will not be less than thirty (30) days.

This Agreement will automatically terminate upon the termination or expiration of the Relationship Agreement.

4.2 Customer's Obligations upon Termination or Expiration. Upon any such termination the licenses granted to Customer under this Agreement, and the obligations of HSS to provide any Agreement Products and Services will immediately terminate. Customer will immediately cease using all Agreement Products and Services and promptly at HSS' discretion return any and all Agreement Products to HSS other than Authorized Equipment Customer owns or destroy the same; provided, however, that Customer must return to HSS all Software contained in such Authorized Equipment. All of Customer's covenants and obligations under this Agreement will survive termination and expiration.

4.3 Termination Fees. Upon termination of this Agreement Customer will pay: (a) all unpaid Fees related to the Agreement Products and Services, Software and Authorized Equipment incurred by Customer; (b) all costs to HSS of all the Agreement Products and Services, Software and Authorized Equipment that exceeds what the Customer paid for same; (c) all termination, penalty or administrative fees that would not be payable but for the termination for cause; (d) all costs related to disabling the Agreement Products and Services, together with the intervention or administration fees set forth in the Manual; (e) all costs and fees for any Authorized Equipment, Authorized Equipment maintenance Services, Software, Software maintenance Services, network and other Services HSS and its Affiliates, in their sole discretion, provide to Customer at Customer's request after the termination effective date; and (f) all termination fees identified in the Customer's Order Document.

4.4 Suspension of Service. If Customer fails to comply with the Information System use regulations, rules or policies, or is otherwise in default under this Agreement HSS may, in its sole discretion: (a) disable Customer's access to or use of all or any part of the Information System and suspend any part of the Services provided or supported under this Agreement and (b) suspend and withhold performance of HSS's obligations under this Agreement. Customer will not be entitled to any compensation, refund or reduction in charges as a result of such action. Customer agrees that any such disabled access and suspension from the

Information System will not constitute or result in actual or constructive termination or abandonment of this Agreement, or a waiver or release of any right to terminate. HSS may charge Customer for the cost relating to such disabling and suspending and, if Customer's defaults are cured as required, re-enabling such access and resuming such obligations, if any, together with the intervention or administration fees set forth in the Manual.

4.5 Limitation on Access. If HSS determines in its sole discretion that it is necessary or advisable in order to protect in any way and for any reason the Information System, HSS may bar Customer's access to the Information System and may temporarily or permanently remove any or all data or other files. Such reasons include, without limitation, HSS or third party provider's determination that: (a) Customer's network connection, software, equipment or files may infect the Information System with Malicious Code, (b) internet access by the Customer or Customer's access to or use of the Information System is in violation of the applicable acceptable use policy governing use of the provider's services or any law or (c) Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. Neither HSS nor any such third party provider will be liable for any inconvenience or disruption to the Customer or any consequences thereof caused by such measures.

## **ARTICLE 5. DISCLAIMERS**

5.1 **HSS makes no representations or warranties as to any Certified Third Party Software, any Authorized Equipment or any Services provided by any Preferred Provider and will have no liability whatsoever for the terms and conditions thereof, performance of any obligations or other agreements therewith, any equipment purchased, leased, or installed, any Services performed, any use of any software, or any software licensed or sublicensed by any Preferred Provider. The sole warranties provided to Customer, if any, with respect to the Certified Third Party Software, Authorized Equipment or Services provided by the Preferred Providers are provided by the applicable third party vendor pursuant to a written warranty, if any, provided to Customer by such third party vendor. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor, HSS will, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition. HSS reserves the right to make changes and substitutions in the components of the Information System.**

5.2 **Except as specifically provided in this Article 5 (Disclaimers), HSS disclaims all express or implied warranties with respect to the Software, Authorized Equipment, Services and Information System, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility, or those that may arise from course of dealing or course of performance or that any Software, Services or Authorized Equipment provided hereunder will not violate the intellectual property rights of and person or entity. HSS does not guarantee, warrant, or make any representations to the effect that any of the Software, Authorized Equipment, Services or Information System provided or made available to Customer under this Agreement (a) will be continuously available, uninterrupted or defect- free, delay-free, or error-free, (b) will have its defects or errors corrected, (c) will operate in combination with any Customer or third party software, system, service, data or equipment not made available by HSS, (d) will be free of Malicious Code or other harmful components, or (e) will be accurate or complete. HSS does not guaranty, warrant or make any representations regarding the use of, or the results of, any of the Software, Authorized Equipment, Services or Information System in terms of its respective correctness, accuracy, reliability, or otherwise.**

5.3 **HSS will not be liable for, and makes no warranty or guaranty of, the confidentiality or privacy of any data or other files transmitted to, on, from or through the Agreement Products and Services and/or the Information System and is not responsible for any delays, delivery failures, or other damage resulting from such problems arising in connection therewith. HSS is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer content, Customer applications or third party content. HSS is not responsible for incorrect or inaccurate entry information, or destroyed, impaired or lost data, whether caused by Customer or by any of the equipment or programming associated with or utilized in the Information System or by any technical or human error which may occur in the processing of any information related to the Information System.**

5.4 HSS will have no liability to third parties for any claims, losses or damages of any type whatsoever arising out of or in any way related to the access to or any use of any of the Agreement Products and Services or any part of the Information System. Customer will be responsible for, and Customer will indemnify HSS and its Affiliates and hold them harmless from and against any and all allegations, losses, demands, claims (including taxes), liabilities, damages (including punitive and exemplary), fines, penalties and interest, and all related costs and expenses of whatever nature (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties) from any individual or entity which arise out of Customer's (a) access to or any use of any of the Agreement Products and Services or any portion of the Information System, and (b) acts and omissions under this Agreement, including without limitation infringement of any intellectual property rights.

5.5 HSS reserves the right for any reason, including, but not limited to, Customer's failure to comply with the Information System's use regulations, rules and policies, to temporarily bar access of Customer to the Information System and/or to temporarily or permanently remove any or all data or other files if HSS or the third party provider hereunder determines or receives notice that Customer's network connection, software, equipment or files may infect the Information System with a virus, that internet access by the Customer or Customer's access to or use of the information system is in violation of the applicable acceptable use policy governing use of the internet service provider's services ("AUP") or any governmental law or regulation or that Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. HSS and the third party provider will not be liable for any inconvenience or disruption to the Customer caused by such measures.

5.6 HSS may inform governmental authorities or interested third parties if HSS suspects, believes or receives notice that Customer's data or other files contain legally prohibited information or are being used for illegal purposes. Customer acknowledges that HSS or the third party provider may monitor and review stored data and other files without restriction and Customer hereby acknowledges and consents to such monitoring. Customer also acknowledges that HSS or the third party provider may need to release Customer's data or other files when HSS or the third party provider believes it must do so in order to comply with a law, subpoena, warrant, order or regulation arising from litigants, law enforcement, courts and other governmental agencies. Neither HSS nor the third party provider will be responsible or liable to Customer for any such actions taken by HSS or the third party provider

5.7 The remedies provided in this Agreement constitute Customer's sole and exclusive remedies. In no event will HSS be liable for any special, incidental, consequential or exemplary damages, including without limitation damages for loss of use, lost profits or loss of data or information of any kind, arising out of or in connection with this Agreement, whether or not HSS has been advised of the possibility of such loss or damage. In no event will HSS' liability to Customer arising out of or in connection with this Agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by Customer to HSS under this Agreement during the six (6) month period immediately preceding the time that the cause of action giving rise to such liability first accrues.

5.8 To the extent not prohibited by law, the warranties contained in this Article 5 (Disclaimers) are exclusive and there are no other express or implied warranties or conditions.

## **ARTICLE 6. CONFIDENTIALITY**

Customer will maintain the confidential and proprietary nature of the Proprietary Software, Certified Third Party Software, Information System, Services and any and all information, documentation and materials of HSS and HSS Affiliates which are disclosed under or provided or made available to Customer under or in connection with this Agreement. The foregoing includes without limitation proprietary ideas, patentable ideas, copyrights, trade secrets, existing and contemplated products and services, software, schematics, research and development, discoveries, inventions, methods, processes, materials, algorithms, formulas, specifications, designs, data, strategies, plans, and know-how, whether tangible or intangible (collectively, the "Confidential Information"). Customer will maintain such Confidential Information in confidence and agrees not to disclose or otherwise make available the Confidential Information to any person or entity other than Customer's employees at the Hotel who are bound by obligations of

confidentiality no less stringent than those set forth herein, without prior written consent of HSS. Customer further agrees to take all reasonable steps and precautions, including those set forth in the Manual, necessary to protect the Confidential Information from unauthorized use or disclosure.

**ARTICLE 7.  
PRECEDENCE AND INTERPRETATION**

The terms and conditions of Customer's use of the Agreement Products and Services and the Information System will be governed exclusively by this Agreement and any applicable Joinder Agreements notwithstanding any different terms submitted by Customer to HSS. In the event of any conflict between this Agreement and any Order Document, the Order Document will control. Terms in the Relationship Agreement addressing the same issue as terms in this Agreement will be deemed to be additional and complimentary to this Agreement's terms except to the extent that such Relationship Agreement terms specifically conflict with the terms of this Agreement in which case the terms of this Agreement will control.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, by the signature of its respective authorized representative, each of the Parties agrees to be bound by all of the terms of this Agreement.

**HSS**  
**Hilton System Solutions, LLC**

**CUSTOMER:**  
[REDACTED]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX 1

### DEFINITIONS

As used in this Agreement, the following terms have the meanings given to them below.

1. “Agreement Products and Services” means, collectively, the Software, Authorized Equipment, Services, subscriptions, Information System, Manual, documentation and all other materials identified herein that is or may be made available to Customer pursuant to this Agreement.
2. “Authorized Equipment” means equipment that has met HSS standards for operating as part of the Information System and which is made available for purchase or lease under this Agreement or a Joinder Agreement.
3. “Certified Third Party Software” means software licensed by third parties to Customer or sublicensed by HSS to Customer and listed in the applicable Order Document.
4. “Fees” means, collectively, all of the fees, charges and expenses chargeable to or due from Customer under this Agreement, including any Order Document.
5. “Information System” means, collectively, the software, equipment and IT systems made available by HSS or its Affiliates for Customer’s access, use or benefit, including without limitation the OnQ® technology.
6. “Malicious Code” means any virus, worm, trojan horse, spyware, adware, rootkit, ransomware, scareware, rogueware, backdoor, trap door, logic bomb or similar item intended to cause or capable of causing undesired effects, security breaches and/or damage to a system or a system’s contents.
7. “Manual” means any standards and/or operating manual(s) provided or made available to Customer in connection with this Agreement or any Franchise or Management Agreement to which Customer is party.
8. “Proprietary Software” means software owned by HSS or its Affiliates.
9. “Services” means the services provided under this Agreement.
10. “Software” means the Certified Third Party Software and Proprietary Software.

## ORDER DOCUMENT

Customer Name: [ ] Customer Contact: [Name]  
[Title]  
Customer Address: [Property Name]  
[PropertyAddress1]  
[PropertyAddress2]  
[Property City]  
[Property Postal Code]  
[Property Country/Terr.] [Property Name]  
[PropertyAddress1]  
[PropertyAddress2]  
[Property City]  
[Property Postal Code]  
[Property Country/Terr.]

Property Name: [ ] Issue Date: [ ]

This Order Document is issued under and is a part of the *Information Technology System Agreement* ("Agreement") between Hilton Systems Solutions, LLC ("HSS") and [ ] ("Customer") and includes all of its schedules, attachments, and exhibits as well as all other documents expressly incorporated into it by reference. It becomes effective on the date identified by HSS under the signature blocks below ("Order Effective Date") and when signed by both parties is automatically incorporated into and becomes part of the Agreement. All licenses and sublicenses of software, all subscriptions, all Services and all equipment provided herein or obtained hereunder are subject to the terms and conditions of the Agreement and to the terms of this Order Document. Unless otherwise specified the defined terms in this Order Document have the meanings given them in the Agreement.

The pricing provided here for goods and services provided by Hilton is valid for a period of ninety (90) days following the date of issue of this Order Document to Customer ("Issue Date"). Should this Order Document not be signed by the Customer within those (90) days, Customer must obtain written confirmation from HSS that the pricing requested by Customer remains in effect.

Except as otherwise noted herein or in the applicable invoice all payments required by this Order Document must be made in United States Dollars within thirty (30) days of receipt of the invoice therefore. Customer acknowledges and agrees that HSS or its Affiliates may derive revenues and/or other material consideration on all or a portion of the fees paid by Customer and that HSS may use third parties to perform the Services. All fees indicated are exclusive of applicable taxes, shipping, insurance, rigging, duties and other related fees and expenses, all of which are payable by Customer. Provision of the Authorized Equipment, Software and Services is made in consideration of the Customer's promise herein to pay the fees therefor and is subject to Customer's timely payment of such fees. HSS may delegate certain of its operational responsibilities hereunder to third parties but remains responsible therefore.

**EXECUTION INSTRUCTIONS:** Please sign this Order Document, each of the documents in Schedule C and any other Schedules indicated as needing your signature.

**IN WITNESS WHEREOF**, by the signature of its respective authorized representative, each of the parties agrees to be bound by all of the terms of this Order Document.

**HSS**  
**Hilton System Solutions, LLC**

**CUSTOMER:**  
[ ]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Order Effective Date for this Order Document is the date it is signed by HSS.



## 1. Software and Related Services.

**1.1 Software and Interfaces.** HSS licenses to Customer the following Proprietary Software and sublicenses to Customer the following Certified Third Party Software under the terms specified in the Agreement. The fees shown are one-time payments.

### A. Base Operational Software (Proprietary Software unless otherwise noted):

	Software	Those Being Licensed to Customer are Noted with "X"
1.	OnQ™ Software	
2.	OnQ™ Virus Software and Client Access Licenses (Certified Third Party Software)	
3.	OnQ™ Software Update Distribution	
4.	OnQ™ Interface Software	
	- Call Accounting	
	- PBX	
	- Voice Messaging	
	- Point Of Sale	
	- Movie Only Billing	
	- TV Services (Express Checkout, Movies, etc.)	
	- Mini-Bar Posting	
	- Credit Card Authorization & Settlement	
	- Guest Internet Access	
	- Combined HSIA & PayTV	
	- PPIC	
	- Electronic Key	
	- Energy Management	
	- Police	
	- Back Office	
	- Guest Call Center	
	- Parking	
	- Spa	
	- Convention and Event	
	- Intelity	

### B. Additional Certified Third Party Software.

Software	License Fee
[Software]	[Fee]
[Software]	[Fee]
<b>Total:</b>	<b>[Fee]</b>

C. Additional Software. HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services.

### 1.2 Documentation.

HSS will provide the following documentation as appropriate:

#### A. Implementation Documentation

OnQ® Proposal  
OnQ® Implementation Guide  
OnQ® Installation Guide

#### B. Training Manuals

Pre-Conversion Training Material  
Proprietary Software CBT  
Proprietary Software On-line Coach

### 1.3 Training and Training Materials.

A. The Information System contains a number of e-Learning modules regarding the Proprietary Software's function. The Hotel is responsible for ensuring that all employees who have responsibilities related to the use of Proprietary Software (including, without limitation, front desk and reservations) will be certified in the appropriate e-Learning modules prior to the implementation of the Information System, or within ten (10) days of employment, as agreed to with HSS. All such Hotel staff must successfully complete certification training as a prerequisite to receiving permission from HSS' installation team to complete the implementation of the Information System.

B. Customer's General Manager or General Manager designee (as agreed to with HSS) must become certified in the Proprietary Software's operations procedures. A minimum passing score for the General Manager is eighty percent (80%) with eighty percent (80%) for the combined average of the management team and eighty percent (80%) for the combined average of the team members who are principal users of the Proprietary Software. Details regarding this obligation are available from HSS.

**1.4 Cost of Certain Installation, Implementation and Training Services.** The cost of certain installation, implementation, and training services (including the HSS implementation specialists) and Manuals are set forth below. These costs and travel expenses will be billed to Customer by HSS or the Preferred Provider following installation of the Information System. Additional costs for training replacement General Managers or other Hotel personnel will be billed to Customer prior to such training dates at the then current rate charged by HSS for such training. There is currently no additional charge for the e-Learning training modules which are included within the Software.

**1.5 Site Surveys.** Customer and HSS will mutually determine the scope, schedule and timing of a site survey that may be required for the preparation, installation and/or implementation of OnQ (the "Site Survey"). HSS and Customer will identify the responsible parties for each aspect of the Site Survey. In preparation for any Site Survey, Customer will provide information and documentation relative to the Hotel as requested by HSS, including, but not limited to, hotel drawings, room locations and wiring diagrams. If HSS performs on-site services during the Site Survey, the Customer is responsible for providing timely access to the Hotel property, as well as complimentary room nights with confirmed reservations at the Hotel, as needed in the course of performing the Site Survey. A Hotel representative will be appointed by Customer to provide escort and access to guest rooms for the room inspection portion of the Site Survey. The fees and costs for any work performed by HSS relative to the Site Survey, including any fees for creation and validation of the wireless network design, any travel expenses, per diem fees and other out-of-pocket related costs, will be billed separately by HSS to the Customer. Any additional costs incurred due to delays in performing the Site Survey caused by the Customer's Hotel will also be billed to Customer.

Site Survey Fees [ ] (Price excludes taxes, travel expenses, per diem fees and related costs)

**1.6 Implementation Services.** HSS may, in its sole discretion, provide implementation services for Customer's Authorized Equipment and related Certified Third Party Software. Some are described below but more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and are subject to change by HSS or Hilton Domestic Operating Company Inc. ("HDOC") or their affiliates or subsidiaries from time to time. HSS will provide the services using Systems Implementation consultants. The number of consultants and number of days they will be used will be determined by HSS based upon the size and type of the Hotel and the Hotel's IT requirements. These consultants may:

- (a) work with the Hotel, which is responsible for the cost of building the Hotel's database, including the verification of the proper functioning of the Software, installation, conversion, implementation, data conversion or recovery;
- (b) provide procedural support for the property management system to the Hotel's management;
- (c) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;
- (d) support the Hotel's staff in their use of the Information System through the Hotel's management;
- (e) work with the Hotel's management to assure that the Hotel has all necessary tools for the implementation of the Information System (i.e., Authorized Equipment, Certified Third Party Software, documentation, etc.);
- (f) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
- (g) work with third party vendors to meet the technical criteria for interface communications (i.e., central reservations, call accounting, energy management, pay movies, guest internet access, etc.);
- (h) verify that all front desk staff and Hotel's management have successfully completed the Information System Guided Tour & Training;
- (i) identify and address operational problems that involve the Information System;
- (j) formulate and present recommendations that maximize efficient use of the Information System; and
- (k) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly.

**1.7 Authorized Equipment Installation.** Whether Customer elects to purchase or lease Authorized Equipment from a Preferred Provider through one of the Master Agreements HSS will coordinate the installation of such Authorized Equipment at the Hotel.

A. Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles and services for direct communication between HSS and the Hotel as is reasonably necessary for the operation of, and for the diagnosing of issues involving, the Agreement Products and Services, including without limitation, network access and wide area network connections to the Central Reservation System and Internet.

B. Customer will make available, at its own expense, prior to the agreed upon installation date a location that, in HSS's opinion, is suitable for installation of such Authorized Equipment. Customer will furnish any electrical connections and dedicated phone lines which may be required by HSS and will perform and pay for all work, including alterations, which in the sole discretion of HSS is necessary to prepare the Hotel for the installation and proper operation of the Authorized Equipment.

C. Any delay in shipment and installation of Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Providers, or any other retailers, will, for the duration of such delay, excuse any failure of HSS to install the Authorized Equipment on or before the agreed upon installation date. However, HSS will use commercially reasonable efforts to require such approved vendors to comply with their service level agreements as to installation and shipment timing for Customer's installation, in accordance with such approved vendor agreements.

D. If Customer elects to purchase such Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's determination that it conforms to HSS's specifications and testing procedures and can be configured with the Software.

**1.8. Software Installation.**

A. Unless specifically stated as being implemented by HSS, it is Customer's obligation to install the Software on the Authorized Equipment and any related hardware at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software modules may be installed and/or be operational prior to other Software modules. Customer will be responsible for all fees and costs incurred in the installation of Software and any related Software.

B. If Customer purchases the Authorized Equipment from HSS or a Preferred Provider, the Preferred Provider or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS will complete the installation at the Hotel, as applicable, on the agreed upon installation date. If Customer does not purchase the Authorized Equipment from the Preferred Provider, HSS will install the Software and any related software at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software modules may be installed and/or operational prior to other Software modules. The Software modules to be installed will be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Provider or HSS to install any and all other Software modules on the Authorized Equipment in or at the Hotel, as provided for herein.

C. If Customer purchases Authorized Equipment from a retailer other than the Preferred Provider, Customer will pay for configuring the Authorized Equipment purchased from such retailer, with the Software. Customer will also be responsible for shipping and shipping related costs to and from HSS for such configuration.

**1.9 Third Party Interface Testing and Connectivity.** If Customer requires the implementation of any OnQ® Interface software for connectivity to third party systems, Customer will be responsible for any fees assessed by the third party vendors to test and implement the necessary connectivity. In addition, Customer will be required to make arrangements with any such third party vendor to provide the necessary assistance required to test and to implement the interface connectivity. This assistance requires the vendor to be on-site at the time of testing and implementation, unless the third party vendor can perform all necessary tasks (as defined by HSS) through a remote connection to the Customer's third party system. The cost incurred by any third party vendors for testing and implementing connectivity to third party systems will be billed to Customer by HSS, or such vendors for the license of each copy of the Proprietary Software and the Certified Third Party Software licensed to Customer by HSS

**1.10 Certain Costs and Payment Terms.**

A. Software License Fees. Customer will pay HSS, Preferred Provider or another retailer approved by HSS, a fee for the license of each copy of the Proprietary Software and the Certified Third Party Software, licensed or sublicensed to Customer by third parties or installed on the Authorized Equipment at the Hotel (the "License Fee"). The License Fee may be prorated to reflect the installation of some, but not all of the Proprietary Software modules; however, Customer agrees to pay for the License Fees according to the schedule set forth below.

Proprietary OnQ® Software License

**\$%System21SWFee%**

**Inn Code/Project: %InnCodeProj% Version: %Version%**

Proprietary OnQ® Interface Software Licenses	\$\$System21LicenseFee%
OnQ® Virus and CAL Licenses	\$\$System21VirusSW%

If additional Hotel guest rooms (or suites) are added or constructed by Customer for Customer's Hotel at any time after the Effective Date of the Agreement, Customer will pay the cost of additional License Fees based upon the increase in such rooms. Currently, the cost of the License Fees per additional room is \$120.00.

**B. Cost of the Authorized Equipment, Certified Third Party Software and Other Fees.** The cost of the Authorized Equipment, Certified Third Party Software and other fees are shown below. The costs will be invoiced to Customer by HSS or by the Preferred Provider.

Authorized Equipment and Certified Third Party Software	\$\$System21HWFee%
Standard Upgrade Fee	\$\$StandardUpgradeFee%
Standard Plus Software License Fees	\$\$StandardPlusSoftwareFee%

**C. Cost of Training and Training Manual.** The cost of the training is shown below. This cost will be invoiced to Customer by HSS or the third party provider HSS may use at the same time as it renders its invoice to Customer for the License Fees. Additional costs for training replacement general managers or other hotel personnel will be invoiced to Customer prior to such training dates.

Customer will be responsible for charges incurred for use of Virtual Private Network ("VPN") to access the OnQ® training hotel. These costs include fees from HSS's current VPN access provider, for up to 5,000 minutes of network access as well as HSS internal costs for configuration services. VPN access will be terminated for each property at the time of hotel opening or live utilization of the Information System.

Training System Access Fee	\$\$TrainSysAccessFee%
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There is currently no additional charge for the CBT training modules which are included within the software.

Information System Planning Workshop	\$\$System21PlanningWS%
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**Sales Skills Training:** For the Hampton and Homewood brands (N/A for other brands), attendance is required by general manager, assistant general manager, or full-time sales manager within ninety (90) days of employment.

\$\$SalesTrainingFee%

General Manager Leadership Program: For ES/HH/HIS/HW/DT/DC (N/A for other brands):	\$\$GMTrainingFee%
Pre-Opening Materials For ES/HH/HIS/HW/DT/DC (N/A for other brands):	\$\$PreOpeningFee%

**D. Cost of the Installation Services.** The cost of the Services (including the cost of the Systems Implementation Specialists but excluding the cost of any services described in any other schedules) is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the Proprietary Software.

Preferred Provider Fee: (Configuration fees and Training Room Network Installation, as applicable) (Includes travel expenses)	\$\$ServicesPreferred%
Project Management, Contracting and Sales fee ("PMCS Fee")	\$\$ServicesPMCS%
Site Survey (includes travel expenses)	\$\$HHCSiteSurvey%
Installation Support Fee	\$\$InstallSupport%
Implementation on-site services: (inclusive of travel for US and PR - Travel expenses to be billed at actual per guidelines below for others)	\$\$ImplementationFee%
Delphi Project Management Fee	\$\$DELPHIPM%
Delphi Implementation Fee	\$\$DELPHIIMP%
Executive Briefing and Change Management	\$\$DevRecovery%

**Inn Code/Project:** %InnCodeProj% **Version:** %Version%

Email Setup Fee:	\$%Email%
Hi Tech Fee:	\$%HiTechFee1%
Firewall Equipment and Configuration and/or Converged Network Install	\$%Firewall%
IT Opening Project Manager	\$%INTLITOPENPM%
Digital Floor Plan Billing Management	\$%DigitalFloorSetup%
Salesforce Community License	\$%SALESFORCE%

Promptly following HSS's providing of the Services, an invoice will be submitted to Customer for HSS's representatives' out-of-pocket expenses, any additional per diem charges for its representatives (as described in the Notes below), any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer's receipt of same.

**TOTAL PRICE** **\$%TotalPrice%**

**\*TOTAL PRICE EXCLUDES TAXES, SHIPPING & ANY MONTHLY FEE ITEMS NOTED HEREIN**

Notes:

(i) Promptly following HSS's providing of the Services, if applicable, due to implementation delays or requested incremental days on-site, an invoice will be submitted to Customer for HSS's representatives' out-of-pocket expenses, any additional per diem charges for its representatives, any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer's receipt of same.

(ii) Customer will pay according to the terms of any invoice(s) submitted to Customer, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment

(iii) The cost to configure equipment obtained by Customer from a non-preferred retailer, to be included here, when applicable.

E. Other. If Customer attaches or uses third party equipment, software, and/or interfaces with any of the Agreement Products and Services, the Central Reservation System or the internet which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the HSS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications, the Agreement Products and Services or such third party equipment, software, and/or interfaces may need to be reconfigured and the entire cost of such reconfiguration will be borne by Customer. Where HSS specifications cannot be met with such third party equipment, software, and/or interfaces, such third party equipment, software and/or interfaces will, at Customer's sole cost, be removed and/or replaced as directed by HSS.

**1.11 HSS Representatives on-Site at Hotel:** Customer must have its representative(s) on-site at the Hotel for the implementation of the Agreement Products and Services. Once HSS's representatives are on-site, any delays will result in additional expense to Customer. If a delay in implementation of any of the Agreement Products and Services caused solely by Customer necessitates the departure and re-scheduling of HSS' representatives, then, in addition to the other fees set forth in this Order Document, Customer will be required to pay a fee consisting of charges for such representatives' work days and travel days (currently US\$700.00 per representative per day), change fees, and additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS' representatives.

## **2. Proprietary Software Maintenance / Help Desk Services.**

### **2.1 Proprietary Software Maintenance.**

A. HSS will provide Customer with Proprietary Software maintenance and support services (the "Proprietary Software Maintenance") for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

Maintenance	Fee	
	Annual Payment	Monthly Payment
Proprietary Software Maintenance	[Fee]	[Fee]

Inn Code/Project: %InnCodeProj% Version: %Version%

B. The first monthly payment will be invoiced in advance of the shipment date to the Hotel ("Start Date") of the Authorized Equipment purchased which will operate the applicable Proprietary Software to be maintained. For the avoidance of doubt, HSS has no obligation to provide Customer with maintenance, support or Help Desk services for any Certified Third Party Software; maintenance support and services for Certified Third Party Software is to be provided by the applicable Preferred Provider pursuant to the applicable Master Agreement. The Proprietary Software Maintenance and support offered by HSS is described in Schedule A.

C. HSS is unable to modify, and does not provide support for, the Certified Third Party Software. Provided Customer has paid for all Software Maintenance and other fees charged hereunder and satisfied all other obligations under the Agreement, HSS will supply Customer with any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software ("Updates") generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS ("Software Maintenance"). Such Updates will be HSS' sole and exclusive property and will be deemed part of the Proprietary Software hereunder. Customer agrees that it may be required to purchase some Updates to the Proprietary Software, which are charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

**2.2 Use of Certified Third Party Software Only.** In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS will have no further obligations to provide any Software Maintenance services to Customer.

**2.3 Increases/Decreases.** HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such costs and the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

**2.4 Certain Cost and Payment Terms.** Customer will also be billed separately for certain enhancements provided by HSS in its discretion from time to time related to Information System ("System Enhancements"). The annual cost of System Enhancements for Customer's hotel is \$%INTLSYSYEAR%, payable in monthly installments of \$%MONTH% per month.

**2.5 Help Desk Services.** HSS will provide Customer Help Desk services for the Proprietary Software for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

Help Desk Services	Fee	
	Annual Payment	Monthly Payment
Help Desk Services	[Fee]	[Fee]

### 3. Additional Services.

**3.1 Additional Services Purchased Under This Ordering Document.** HSS will provide the following additional Services (if any are listed) for the fees noted:

Additional Services	Fee
[Additional Service]	[Fee]
[Additional Service]	[Fee]
<b>TOTAL</b>	<b>[Fee]</b>

### 4. Authorized Equipment.

**4.1 Authorized Equipment Purchased or Leased.** Customer will purchase or lease the Authorized Equipment required for the proper operation of the Hotel IT functionality identified by HSS. As of the Order Effective Date the purchasing and/or leasing fees for the Authorized Equipment described in Schedule B-1 – Authorized Equipment are:

Authorized Equipment Purchased	Standard Plus Equipment	Network Authorized Equipment	Fee
[Authorized Equipment]			[Fee]
<b>TOTAL</b>			<b>[Fee]</b>

Inn Code/Project: %InnCodeProj% Version: %Version%



The purchase fees will be invoiced by either HSS or the relevant Preferred Provider depending on the location of the Hotel and the source of the Authorized Equipment. Customer will be provided the specific information not later than 15 days following the Order Effective Date. Customer will purchase and replace any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

**4.2. Authorized Equipment Maintenance.** Customer must purchase maintenance services as described in Schedule B-2 – Authorized Equipment Maintenance and Refresh for all of the Authorized Equipment it purchases or leases, including for all the Network Authorized Equipment when maintenance is not provided under the terms of the applicable Brand IT program. As of the Order Effective Date Customer is purchasing Authorized Equipment Maintenance for the annual fee(s) shown, payable in monthly installments:

Authorized Equipment Fee/Categories	Fee	
	Annual Fee	Monthly Fee
	[Fee]	[Fee]
	[Fee]	[Fee]
	[Fee]	[Fee]
<b>TOTAL</b>	[Fee]	[Fee]

**5. Expenses.** If HSS or Preferred Provider personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses.

**6. Customer Responsibilities.** Customer will maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation. HSS will have no liability for any damages resulting from Customer's failure to maintain such duplicate or back-up copies nor for any costs or expenses of reconstructing any such data or information that may be destroyed, impaired or lost.

**7. Exclusions.** HSS's obligations under the Agreement will not apply to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software, Certified Third Party Software or Authorized Equipment by Customer or any third person or entity other than HSS; (ii) any software program, hardware, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) forces or supplies external to the Authorized Equipment, including, without limitation, the reasons set forth in the force majeure provisions of the Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS will be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

**8. Joinder Agreements.** Schedules C-1 and C-2 contain Joinder Agreements under which Customer can obtain products from Microsoft and reseller Insight Direct USA, respectively. Customer is required to sign those agreements if it is obtaining any products from those Preferred Providers in connection with this Order Document.

**9. Request for Products or Services.** The form to use when requesting products or services is contained in Schedule D – Form of Request for Products or Services.

**10. Notices.** Questions and notices regarding this Order Document should be directed to:

The Attention of:	Scott Greenberg
Address:	Hilton System Solutions LLC 755 Crossover Lane Memphis, Tennessee 38117
Telephone Number:	(901) 374-5510
Email Address:	Scott.Greenberg@hilton.com

Inn Code/Project: %InnCodeProj% Version: %Version%

## SCHEDULES APPLICABLE FOR THIS ORDER DOCUMENT

Schedule A:	Software Maintenance
Schedule B-1:	Authorized Equipment
Schedule B-2:	Authorized Equipment Maintenance and Refresh
Schedule C-1:	Microsoft Participation Agreement - <i>To Be Signed</i>
Schedule C-2:	Joinder to Preferred Provider Agreement - <i>To Be Signed</i>
Schedule D:	Form of Request for Products or Services

### Other Schedules

[Applicable Ones are Highlighted, Attached and Noted to be Signed]

Schedule E:	Total Solution Program Agreement
Schedule F:	Hilton Brand Fee Based Pricing Program Agreement – .75%
Schedule G:	Hilton Brand Fee Based Pricing Program Agreement – 1%
Schedule H:	Hilton Brand Fee Based Pricing Program Agreement – REIT Hotel
Schedule I:	Doubletree Authorized Equipment Refresh
Schedule J:	Hilton Garden Inn Refresh Program Agreement
Schedule K:	Curio or Canopy or Tapestry Authorized Equipment Refresh
Schedule L:	TRU by Hilton Authorized Equipment Refresh
Schedule M:	Independent Brand Fee Based Pricing Program Agreement – .75%
Schedule N:	Conrad or Waldorf Astoria Hotel Fee Based Pricing Program Agreement – .75%
Schedule O:	Conrad or Waldorf Astoria Hotel Fee Based Pricing Program Agreement – .45%



## SCHEDULE A

### SOFTWARE MAINTENANCE

1. General. HSS will provide Customer with maintenance and support for Proprietary Software for a term of one (1) year (with annual renewals at the option of HSS) commencing upon execution hereof, for the Proprietary Software, specifically excluding any maintenance and support of any Certified Third Party Software.
2. Certified Third Party Software Only. Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS will have no further obligations to provide any software maintenance services to Customer hereunder.
3. Software Maintenance.
  - (a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. HSS does not provide support the Certified Third Party Software. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor or a defect in Certified Third Party Software, HSS will, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition.
  - (b) With respect to the Proprietary Software, provided Customer has paid all software maintenance and other fees and satisfied all other obligations under this Agreement, HSS will supply Customer with access to any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS as options or new releases. Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights therein, will be HSS's sole and exclusive property and will be deemed part of the Proprietary Software hereunder and will be subject to all of the terms and conditions of the Agreement. Customer acknowledges and agrees that Customer may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software which Customer will be charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.
4. Cooperation. Customer will provide HSS with all information, data and other required materials necessary for HSS to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate HSS's ability to perform its maintenance services remotely.
5. Expenses. Customer will pay for all telephone toll charges incurred in providing maintenance and support hereunder.
6. Proprietary Rights. Any changes, improvements, additions, and/or modifications to any of the Proprietary Software which are licensed by HSS to Customer, and all proprietary rights therein, including without limitation, all Intellectual Property Rights, will be HSS's sole and exclusive property, and all such software will be subject to the terms and conditions of the Agreement.
7. Hotline. HSS will provide, in accordance with its customary business practices and procedures, telephone customer service support as reflected in this Schedule, for the purposes of receiving reports from Customer regarding software malfunctions subject to maintenance hereunder. HSS may attempt, to the extent practical, to resolve any reported problems by telephone or by accessing Customer's equipment remotely.
8. On-Site Services. In the event HSS is unable to resolve any reported problem by telephone or modem, HSS will dispatch service personnel to Customer's Site for the purpose of providing maintenance services hereunder at HSS's standard rates and charges.
9. Customer Responsibilities. HSS has no obligation to maintain or repair any software other than the Proprietary Software, nor to repair or replace any expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes.
10. Cost and Payment Terms. Annual Cost of Software Maintenance **=%AnnualSWMaint%**. Payments will be calculated from the Start Date . payable in monthly installments of **=%MonthlySWMaint%**. The monthly payment amount will be due in advance and will be billed by HSS. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

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Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such cost internally and from the Preferred Providers of such services and to reflect the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

## SCHEDULE B-1

### AUTHORIZED EQUIPMENT

The term Authorized Equipment includes (i) the equipment needed by Customer at Customer's hotel, as determined solely by HSS, for the Customer's use of the Proprietary Software (the "Network Authorized Equipment") (ii) and any additional equipment authorized by HSS for use at Customer's hotel, over and above the Network Authorized Equipment (the "Standard Plus Equipment").

1. Authorized Equipment Purchase. Customer may purchase the Authorized Equipment from the Preferred Provider who may provide a joinder agreement with Customer or from another retailer; however, if such Authorized Equipment is obtained from another retailer, it must conform to HSS's specifications. Furthermore, if Customer elects to purchase such Authorized Equipment from a third party other than the Preferred Provider, the file server and work stations must be shipped to HSS or its designee for certification that these components comply with HSS's specifications and testing procedures. Customer will also be responsible for the shipping and shipping related costs to and from HSS or its designee for such certifications.

2. Authorized Equipment As Personal Property/Insurance Requirements. In addition to any other specific purchase terms required by the Preferred Provider, the following purchase terms and conditions will apply to any Authorized Equipment obtained from a Preferred Provider or HSS. The Authorized Equipment will be at all times, personal property which will not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Provider the total sum for the Authorized Equipment as required hereunder, the Authorized Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Authorized Equipment in an amount not less than the purchase price of the Authorized Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Authorized Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider's liens, claims and encumbrances and the Authorized Equipment will become the sole property of Customer. Customer assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

3. Authorized Equipment.

#### NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT:

%NetAuthEquip1%

#### STANDARD PLUS (HOTEL FUNDED) EQUIPMENT:

%StdPlusEquip1%

## SCHEDULE B-2

### AUTHORIZED EQUIPMENT MAINTENANCE AND REFRESH

1. Maintenance for the Authorized Equipment. Customer must take all steps necessary to provide all necessary maintenance services for the Authorized Equipment it purchases or leases so that it will receive such maintenance services for all such Authorized Equipment throughout the term of this Agreement. Customer may elect to use the maintenance company (the Preferred Provider) with whom HSS has arranged to provide maintenance services ("Equipment Maintenance") for the Authorized Equipment provided that such Authorized Equipment, if not purchased from the Preferred Provider, is first certified as being suitable for Equipment Maintenance, at the expense of Customer, by either HSS or the Preferred Provider. For such services, the Customer will pay as set forth in this Schedule B-2 (the "Maintenance Fees") and according to the terms of any invoice(s) submitted to Customer therefor, including any provision for late charges. If Customer elects to use the Preferred Provider and Equipment Maintenance is necessary, Customer will notify HSS, which in turn will notify the Preferred Provider to dispatch a Preferred Provider representative. Notwithstanding the foregoing, Customer may elect, subject to HSS's approval in advance in writing, to not provide maintenance services through this Agreement for certain pieces of such Authorized Equipment allowed to be used in conjunction with the Information System ("Non-maintained Equipment"). Neither HSS nor the Preferred Provider will be responsible for any maintenance or support of Non-maintained Equipment.

The following Authorized Equipment will be designated Non-maintained Equipment:

**%OptOutMaint%**

2. Maintenance Fees. The Maintenance Fees are subject to increase or decrease by HSS, in its sole discretion, on January 1 of each year during the term of this Agreement or any extension thereof; however, HSS will not charge Customer any Maintenance Fees that are greater than the Maintenance Fees charged to any similarly situated Customer (based upon factors determined by HSS in its sole judgment) utilizing equipment substantially similar to the Authorized Equipment and pursuant to an agreement which has terms and conditions substantially similar to this Agreement. No maintenance fees will be charged to Customer for any Non-maintained Equipment as described in Section 1 above.

3. Refresh of Authorized Equipment. Under HSS's refreshment program, Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment in HSS's sole discretion ("Refresh") on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of such Authorized Equipment and for the provision of maintenance services by the Preferred Provider on such refreshed equipment. The terms and conditions of the Authorized Equipment maintenance services for such equipment (included in such initial Refresh and included in any additional Refresh or Refreshes of Customer's Authorized Equipment) will be the same as the terms and conditions of this Schedule B-2, including, but not limited to, the imposition of termination fees as described hereinafter, provided that the Maintenance Company may exclude from its maintenance obligations certain errors, defects or problems caused by Customer. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, any rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

4. Termination. If this Agreement is terminated (or if Customer's use of the Preferred Provider is terminated) prior to the third anniversary of the Start Date, which will be the shipment date of the Authorized Equipment to Customer's Hotel, Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for any one or more of the following: reconfiguration costs, the unamortized fees and costs in the start-up and provision of maintenance services by the Preferred Provider under this Agreement. If such termination occurs during the first year following the Start Date, the termination fee will be in the amount of \$3600.00. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year -	\$2,600
During third year -	\$1,300
Thereafter -	\$1,200

Provided, however, if this Agreement is terminated, or if the Customer's use of the Preferred Provider is terminated after a Customer Refresh of Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

During first year -	\$3,800
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During second year -	\$2,800
During third year -	\$1,400
Thereafter -	\$1,200

5. Use of Certified Software Only. Customer understands that use of any software other than the Proprietary Software and Certified Third Party Software provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Third Party Software or such approved software on the Authorized Equipment, HSS will have no further obligations to provide any equipment maintenance services to Customer hereunder.

6. Equipment Maintenance. Equipment Maintenance will be provided for Customer's Hotel located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%, %PropertyZip%.

7. Cost and Payment Terms. Annual Cost of Equipment Maintenance for Authorized Equipment is \$%AnnualHWMaint% payable in monthly installments of \$%MonthlyHWMaint% per month. Payments will be calculated from the Start Date. The monthly payment amount will be due in advance and will be billed by HSS or its designee. The first invoice will be issued upon the Start Date. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Equipment Maintenance cost on an annual basis as provided in Section 2 above. When certain Authorized Equipment or parts for certain Authorized Equipment are no longer being manufactured or reasonably obtainable, HSS or the Preferred Provider will notify Customer of such circumstance and maintenance on such Authorized Equipment will no longer be available. After such notice, Customer will no longer be charged for maintenance on such Authorized Equipment.

8. Customer Responsibilities as to Equipment Maintenance. Customer will maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation and Certified Third Party Software. Neither HSS nor Preferred Provider will have any liability for any damages resulting from Customer's failure to maintain such copies nor for any costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost. Neither HSS nor Preferred Provider has any obligation to maintain or repair any equipment other than the Authorized Equipment, nor to repair or replace any cables, cords, expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes, whether or not defined as Authorized Equipment. Customer will not move or perform maintenance services on any of such Authorized Equipment without HSS's or Preferred Provider's prior written consent.

9. Cooperation. Customer will provide HSS or Preferred Provider with all information, data and other required materials necessary to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate the ability to perform the Equipment Maintenance services remotely.

In some instances, Equipment Maintenance will be provided using a depot program, where Customer ships failed Authorized Equipment to the depot when Customer receives replacement of such Authorized Equipment. If Customer does not ship such failed equipment, Customer will be responsible for any unreturned equipment charges billed by HSS, the Preferred Provider or the depot program provider.

10. Expenses. If Equipment Maintenance personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer will also pay for all telephone toll charges incurred in providing maintenance and support hereunder.

11. Exclusions. The obligation of HSS or the Preferred Provider to provide Equipment Maintenance hereunder will not apply to any Non-maintained Equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS or its designee; (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper access to or any use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) any such Authorized Equipment that is non-repairable, taken out of service or for which any such Authorized Equipment or parts for same are no longer manufactured or reasonably available; (vi) forces or supplies external to such Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the HITS Agreement; and/or

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(vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS's or Preferred Provider 's discretion, at the then applicable current time and material charges. Neither HSS nor the Preferred Provider will be under any obligation, however, to fix any such Customer or externally caused errors, defects or problems.

## SCHEDULE C-1

### MICROSOFT PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the party signing below ("you" or "Customer Affiliate") for the benefit of the Microsoft affiliate ("Microsoft" and "we") and will be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and Hilton Worldwide Inc. ("Customer") have entered into Microsoft Enterprise Enrollment, No. 68436885 (the "agreement"), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to "run" a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by the customer, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

1. **Acknowledgment and Agreement.** You hereby acknowledge that you have obtained a copy of the product use rights located at <http://microsoft.com/licensing/resources/> applicable to the products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

**a. Restrictions on use.** You may not:

- (i) Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- (ii) Rent, lease, lend or host products, except where Microsoft agrees by separate agreement;
- (iii) Reverse engineer, de-compile or disassemble products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

Products, fixes and service deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see <http://www.microsoft.com/exporting/>.

- b. Limited product warranty.** Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (1) return the price paid for the product or (2) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.
- c. Free and beta products.** To the maximum extent permitted by law, free and beta products, if any, are provided "as-is," without any warranties. You acknowledge that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that they are provided prior to commercial release so as to give you the opportunity (earlier than you would otherwise have) to assess their suitability for your business, and without full and complete testing by Microsoft.
- d. NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.
- e. Defense of infringement and misappropriation claims.** We will defend you against any claims, made by an unaffiliated third party, that any commercial product, fix or service deliverable infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent):

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket



expenses that you incur in providing that assistance. The terms “misappropriation” and “trade secret” are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising under any license agreement governed by the laws of any jurisdiction outside the United States, in which case “misappropriation” will mean intentionally unlawful use and “trade secret” will mean “undisclosed information” as specified in Article 39.2 of the TRIPs agreement.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a commercial product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a commercial product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section e provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

- f. Limitation of liability.** There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's total liability to you will not exceed US\$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of the agreement:

(i) our obligations to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

- g. No liability for certain damages.** To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, or fix, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of the other party's intellectual property rights.
- h. Application.** The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- i. Verifying compliance.** You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the enrollment and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.
- j. Dispute Resolution; Applicable Law.** This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the



state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions will be deemed to be a breach of this Participation Agreement and will be grounds for immediate termination of all rights granted hereunder.

Dated as of \_\_\_\_\_.

CUSTOMER AFFILIATE:



By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE C-2

### JOINDER TO PREFERRED PROVIDER AGREEMENT

The undersigned HSS Customer is acting as an Eligible Recipient (as defined in the Agreement) to acquire Products (as defined in the Agreement) under the terms of the Master Professional Products and Services Agreement, including any amendments and Supplements entered into thereunder (the "Insight Agreement") between Hilton Worldwide, Inc. ("HWI") and Insight Direct USA, Inc. ("Preferred Service Provider"). As such Eligible Recipient, the undersigned joins in the Insight Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Insight Agreement to the extent of the rights, duties and responsibilities of an Eligible Recipient provided therein. The Eligible Recipient acknowledges and agrees that any dispute arising out of or relating to the Insight Agreement and any Products or Services provided by Preferred Service Provider to the Eligible Recipient will be resolved in accordance with **Article 19** of the Insight Agreement. HWI will have the right to enforce the Insight Agreement on behalf of the Eligible Recipient, subject to the limitations of liability applicable under the Insight Agreement, and Eligible Recipient will bring no claim directly against HWI or Preferred Service Provider in connection with the Insight Agreement, except for Eligible Recipient's right to seek indemnity against Preferred Service Provider under the express provisions of **Sections 17.1 and 17.3** of the Insight Agreement. HWI will be a third party beneficiary of this Joinder and the Hilton Information Technology System Agreement between Eligible Recipient and Hilton Systems Solutions, LLC. For the avoidance of doubt, except as set forth in the preceding sentence, this Joinder and the Hilton Information Technology System Agreement are for the sole benefit of the Eligible Recipient and Hilton Systems Solutions, LLC, and will not be deemed to create any third party beneficiary rights for any person other than the Eligible Recipient and Hilton Systems Solutions, LLC.

IN WITNESS WHEREOF, the Eligible Recipient, acting through its duly authorized officer or representative, has executed this Joinder, on \_\_\_\_\_.

ELIGIBLE RECIPIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE D

### FORM OF REQUEST FOR PRODUCTS OR SERVICES

Date:

INNCODE

Name of Customer:

Address of Customer:

Dear :

This Letter Agreement ("**Letter Agreement**") confirms your request to purchase, lease, use, license or sublicense ("**Acquire**") additional software and/or services in order to add options, features and/or systems ("**Additions**") to the Information System, and will constitute an amendment to the existing Hilton Information Technology System Agreement previously entered into between ("**Customer**") and Hilton Systems Solutions, LLC ("**HSS**") dated (the "**Agreement**").

It is agreed that you will Acquire the Additions and that you will be billed by HSS or the applicable vendor for the Additions, as listed below. The effective date of billing on the new items will be the date the equipment is shipped, the date upon which you Acquire the Additions, and/or the date upon which you request the Additions, whichever is earliest.

QTY	ITEM OF /SOFTWARE/EQUIPMENT	FEES/COSTS	MONTHLY MAINT.
TOTAL PRICE			

The prices shown above exclude taxes, travel expenses, *per diem* fees, related costs, insurance and shipping.

#### **Travel Expenses / Per Diem Fees/Rescheduling**

If the Additions require travel by HSS and/or the applicable vendor, you will pay for or promptly reimburse any travel expenses, *per diem* fees and related costs of HDOC, HSS, any vendor hereunder or their designees, including without limitation: round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel); single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized); meals; ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS' representatives' stay at the Hotel); tips; taxes; and miscellaneous expenses (including phone, internet, laundry, etc.)

Promptly following HSS' providing of the services described in this schedule where not previously paid for or reimbursed by hotel, an invoice will be submitted to Customer for HSS' representatives' out-of-pocket expenses, any additional *per diem* charges for its representatives, any re-scheduling fee, and any additional travel expenses as described herein, which invoice will be payable within fifteen days of Customer's receipt of same.

#### **Notes:**

If Customer attaches or uses third party equipment and/or interfaces with the Authorized Equipment which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the supplier of any of the Agreement Products and Services or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications on the equipment or that does not conform to the standards provided by the supplier of any of the Agreement Products and Services, the software may need to be reconfigured and the entire cost of the reconfiguration will be borne by Customer.

All fees indicated are exclusive of applicable taxes (see Agreement sections on taxes). Unless otherwise specified by HSS in writing, Customer will make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.

Customer will pay according to the terms of any invoice(s) submitted to Customer therefore, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment.

Customer will purchase and replace, from any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

Upon HSS' receipt of a copy of this Letter Agreement signed by a duly authorized representative of Customer, the Agreement will be deemed to have been automatically amended to incorporate the items of this Letter Agreement. Customer agrees that Customer's delivery to HSS by facsimile transmission of this Letter Agreement will be deemed to be as effective for all purposes as hand delivery of the manually executed Letter Agreement and that the terms of this Letter Agreement will be binding upon Customer without the necessity of any further action by HSS. This Letter Agreement will be effective as of the date inserted by Customer below.

Customer may be required to sign additional license agreements with the vendors or licensors of Certified Third Party Software.

Certain Other Equipment (for orders of \$5,000 or greater) may be leased by Customer. Any such leases will be entered into between Customer and the applicable lessor. Neither HSS nor Hilton will be a party to such leases.

In addition to any other specific purchase terms required by a retailer of the Additions, the following purchase terms and conditions will apply to any Other Equipment obtained from a Preferred Provider (as that term is defined in the Agreement. The Other Equipment will be at all times, personal property which will not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Provider the total sum for the Other Equipment as required hereunder, the Other Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Other Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Other Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider's liens, claims and encumbrances and the Other Equipment will become the sole property of Customer.

NEITHER THE AUTHORIZED EQUIPMENT NOR THE PROPRIETARY SOFTWARE OR CERTIFIED THIRD PARTY SOFTWARE WILL BE SHIPPED, NOR WILL CUSTOMER HAVE USE OF THE PROPRIETARY SOFTWARE MODULE OR ANY EQUIPMENT LISTED IN THIS LETTER AGREEMENT UNTIL HSS RECEIVES A COPY OF THIS LETTER AGREEMENT SIGNED BY CUSTOMER.

To indicate Customer's acceptance of this Letter Agreement, please have it signed by an authorized representative of Customer and return it to me. Upon HSS' receipt of the executed Letter Agreement, you will be advised of the shipment and installation dates.

If you have any questions, please contact me at \_\_\_\_\_.

Sincerely,

**Hilton Systems Solutions, LLC**

By: \_\_\_\_\_

**Accepted and Agreed:**

**Customer Name**

By: \_\_\_\_\_

Signature

Print Name and Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## SCHEDULE E

### TOTAL SOLUTION PROGRAM AGREEMENT

This Total Solution Program Agreement (this "TSP Agreement") is entered into as of the %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear% between Hilton Systems Solutions, LLC a Delaware limited liability company ("HSS") and %LegalEntity% (the "Customer") for Customer's Hotel (the "Hotel") known as %HotelName% (%InnCode%) and located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%.

In connection with the Information Technology Systems Agreement (the "HITS Agreement") entered into between HSS and Customer (and if applicable, in anticipation of the Hotel's conversion and rebranding as a Hilton Brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under HSS's Total Solution Program ("TSP") on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this TSP Agreement, and HSS and Customer agree as follows:

1. Customer's Benefits.

(a) Equipment License. HSS will provide for use by Customer at Customer's Hotel that portion of the Authorized Equipment needed, as determined solely by HSS, for the network operation of the Proprietary Software as such equipment is more specifically described on Attachment (1) attached to and forming part of this TSP Agreement being hereinafter called the "Network Authorized Equipment," together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the "Equipment License"), subject to the terms, conditions and limitations set forth in this TSP Agreement. The Equipment License and any installation fees (for which HSS is responsible under 1(b)) are provided in consideration of Customer's performance of the HITS Agreement and the other obligations of the Customer pursuant to this TSP Agreement, without additional fees except as may be provided herein.

(b) Equipment Installation. Customer will be responsible for the fees and costs for installation services relative to Network Authorized Equipment as well as any Standard Plus Equipment. Under the terms and conditions of the Total Solution Program's Refreshment Program (the "Refreshment Program") of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS's sole discretion (the "Refresh"), on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

2. Customer's Obligations. Customer will:

(a) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment using the designated Preferred Provider for HSS's TSP.

(b) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value of the Network Authorized Equipment.

(c) Pay any and all federal, state and local sales, use, gross receipts, excise or similar taxes incident to the payments under this TSP Agreement. Customer agrees to pay all personal property taxes associated with software licensed and equipment provided under the TSP Agreement.

(d) Prevent any liens from attaching to the Network Authorized Equipment.

(e) Pay for any and all de-installation, transportation and disposal costs of any Network Authorized Equipment currently being used by Customer's Hotel on its Network at the time of installation by HSS or HSS's designee of the Network Authorized Equipment under the Refreshment program. HSS or HSS's designee, at HSS's expense, will provide for de-installation, transportation and disposal of any such Network Authorized Equipment then being used by Customer's Hotel at the time of the installation of Network Authorized Equipment under the Refreshment Program, but it is Customer's

Inn Code/Project: %InnCodeProj% Version: %Version%

responsibility to handle the return to Customer's lessor of all such de-installed equipment in accordance with Customer's current lease terms. Customer will be solely responsible for any missing, bad or damaged equipment.

- (f) Preserve and protect the Network Authorized Equipment from loss, damage or theft.
- (g) Not use any unauthorized backup in connection with the Information System.
- (h) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.
- (i) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.
- (j) Allow the removal and future refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

3. Customer's Conditions. All benefits provided Customer herein and all obligations of HSS under this TSP Agreement are expressly subject to and conditioned upon the following:

- (a) Customer is not, and continues not to be, in default of any agreement with Hilton Domestic Operating Company Inc. ("HDOC"), HSS or any of their affiliates and subsidiaries, or any Brand division, including but not limited to this TSP Agreement, the HITS Agreement and Customer's License Agreement with HDOC or its affiliate or subsidiary.
- (b) Customer continues to make all other payments to HSS's Preferred Providers under any applicable agreements and does not become in default under such agreements.
- (c) Customer's Hotel remains (after conversion and rebranding if applicable) one of the following Hilton Brand divisions: Hampton Inn, Hampton Inn & Suites, Embassy Suites and Homewood Suites by Hilton.
- (d) Customer executes the HITS Agreement contemporaneously with this TSP Agreement.
- (e) Customer's participation and continued cooperation with HSS in HSS's Total Solution Program, including, but not limited to, the refreshment of Network Authorized Equipment.
- (f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.
- (g) If applicable, Customer must complete the Hotel's conversion and rebranding as a Hilton Brand division hotel.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this TSP Agreement at HSS's option: (a) Immediately without notice in event of breach of Customer's obligations or conditions set forth in Sections 2 and 3 above, or (b) at any time, with or without cause, upon not less than ninety (90) days advance written notice to Customer. Any default by Customer under this TSP Agreement will constitute a default by Customer under the HITS Agreement, and, in such event, HSS may exercise any of its rights provided under the HITS Agreement. Any default by Customer under the HITS Agreement will constitute a default and breach of condition by Customer under this TSP Agreement. Termination of the HITS Agreement will result in termination of this TSP Agreement. HSS may terminate this TSP Agreement without terminating the HITS Agreement, whereupon the HITS Agreement will be construed and enforced as if this TSP Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination of this TSP Agreement, Customer will be required to assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this TSP Agreement or to purchase such equipment from HSS's lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this TSP Agreement, HSS will pass on to Customer, and Customer will be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment ("Refresh Costs"), then Customer will also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) of such Refresh costs.

In addition if this TSP Agreement is terminated (or if Customer's use of the Preferred Provider is terminated), Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for unamortized or otherwise uncovered costs, including without limitation costs of Certified Third Party Software and costs incurred in the start up and provision

of maintenance services by the Preferred Provider under the HITS Agreement. If such termination occurs or if Customer's use of the Preferred Provider is terminated following during the first year following the shipment date of the Network Authorized Equipment to Customer's Hotel ("Start Date"), the termination fee will be in the amount of \$3,600.00. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year -	\$2,600
During third year -	\$1,300
Thereafter -	\$1,200

Provided, however, if this TSP Agreement is terminated, or if the Customer's use of the Preferred Provider is terminated after a Customer Refresh of Network Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each successive Customer Refresh as follows:

During first year -	\$3,800
During second year -	\$2,800
During third year -	\$1,400
Thereafter -	\$1,200

5. Property of HSS. The Network Authorized Equipment will be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this TSP Agreement.

6. Additional Equipment/Software. Any and all additional Authorized Equipment ("Standard Plus Equipment") may be purchased by Customer from a Preferred Provider. Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer ("Standard Plus Software") may be licensed or sublicensed from HSS or a Preferred Provider.

7. Defined Terms. All capitalized terms used in this TSP Agreement which are not specially defined in this TSP Agreement will have the meaning ascribed to such terms in the HITS Agreement.

8. Other Important Provisions. The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the Authorized Equipment referred to in the HITS Agreement, that this TSP Agreement is a schedule to the HITS Agreement and that this TSP Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon HSS's Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or services provided for or pursuant to the Refresh will be the same as the terms and conditions of this TSP Agreement; and, except for such termination fees (if any, as specified above), all terms and provisions hereof (including those incorporated by reference below) will apply as if this TSP Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this TSP Agreement and the provisions of the HITS Agreement, the provisions of this TSP Agreement will prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software or Certified Third Party Software will be applicable to the Network Authorized Equipment, and services described herein or provided hereunder. Where HSS is providing equipment instead of such items being provided by a Preferred Provider, or other third party vendor, HSS will be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Provider or other third party vendor. Except as the context may otherwise require, all references in these incorporated provisions to "this Agreement" will, for purposes of this TSP Agreement, be construed to include this TSP Agreement, and where applicable, such provisions are hereby reasserted, re-applied and re-acknowledged as of the effective date hereof.

9. Notices. The notices provisions of the HITS Agreement will apply to all notices, requests, demands and other communications under this TSP Agreement.

10. Counterparts. This TSP Agreement may be executed in one or more counterparts, each of which will constitute one and the same instrument.

Effective Date: The effective date ("Effective Date") will be the date signed by HSS.

CUSTOMER: %LegalEntity%

HILTON SYSTEMS SOLUTIONS, LLC

Inn Code/Project: %InnCodeProj% Version: %Version%

By: %HotelApproverSignature%  
Authorized Signature

Print Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%

By: %HiltonApproverSignature%  
Authorized Signature

Print Name: Randy Kanaya

Title: Director – OnQ® Deployment Planning

Date: %HiltonApprovedDate%



**ATTACHMENT E (1)**

**NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT**

**%NetAuthEquip1%**

[If Applicable]

## SCHEDULE M

### INDEPENDENT BRAND FEE BASED PRICING PROGRAM AGREEMENT: 0.75% PROGRAM

This Independent Brand Fee Based Pricing Program Agreement (this "IBPP Agreement") is entered into as of the %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear% between Hilton Systems Solutions, LLC a Delaware limited liability company ("HSS") and %LegalEntity% (the "Customer") for Customer's Hotel (the "Hotel") known as %HotelName% (%InnCode%) and located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%.

In connection with the Information Technology Systems Agreement (the "HITS Agreement") entered into between HSS and Customer (and if applicable, in anticipation of the Hotel's conversion and rebranding as a Hilton Brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under HSS's Independent Brand Fee Based Pricing Program ("IBPP") on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this IBPP Agreement and HSS and Customer agree as follows:

#### 1. Customer's Benefits.

a) Equipment License. HSS will provide for use by Customer at Customer's Hotel that portion of the Authorized Equipment needed, as determined solely by HSS, for the network operation of the Proprietary Software, such equipment more specifically described on Attachment (1) attached to and forming part of this IBPP Agreement being hereinafter called the "Network Authorized Equipment," together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the "Equipment License"), subject to the terms, conditions and limitations set forth in this IBPP Agreement. The Equipment License and any installation fees (for which HSS is responsible under 1(b)) are provided in consideration of the payment ("IBPP Payment") provided in section 2 (a) of this IBPP Agreement and the other obligations of the Customer, without an additional license fee.

b) Equipment Installation. HSS will be responsible for the fees and costs for installation services relative to Network Authorized Equipment. Customer will be responsible for the fees for installation services relative to any Standard Plus Equipment. Under the Refreshment Program (the "Refreshment Program") of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS's sole discretion (the "Refresh"), on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

c) Certain Software and Services. The use of certain software and service items listed in this section 1(c) is provided pursuant to the terms, conditions and limitations contained in the HITS Agreement of which this Schedule is a part. In lieu of the separate fees and costs and methods of payment provided for such items in the HITS Agreement, the IBPP Payment will cover the fees and costs for the following items, except as noted:

i) OnQ® Core Modules Software License Fees. The IBPP Payment covers the software license fees for software licenses for certain OnQ® Core Modules (together with the cost of certain installation services (listed in 1(c) (v) below) for such modules). The license fees for OnQ® Core Modules covered by the IBPP Payment are as follows:

- 1) Proprietary Software Interfaces: nine (9) Interfaces
- 2) Revenue Management System
- 3) Electronic Mail (limited to that necessary to enable seven (7) accounts)
- 4) Customer Relationship Management

HSS may provide for use by Customer's Hotel, as determined solely by HSS, certain other OnQ® modules required by HSS for operation of Customer's Hotel as a Hilton Brand division hotel. Customer will

provide at Customer's cost, the license fees for the balance of the OnQ® modules for use by Customer's Hotel as required by HSS.

ii) **Certified Third Party Software License Fees.** The IBPP Payment covers the software license fees for software licenses for the following Certified Third Party Software:

- 1) Microsoft Windows XX Server and SQL License
- 2) Microsoft Windows XX and SQL Client Access License
- 3) Virus Protection

Customer will provide at Customer's cost, the license fees for any additional Certified Third Party Software for use by Customer's Hotel as required by HSS.

iii) **Equipment Maintenance Fees.** Customer's maintenance fees, during the term of this IBPP Agreement relative to the equipment maintenance on Network Authorized Equipment, will be covered by the IBPP Payment unless Customer has indicated in the HITS Agreement that it has declined to use a Preferred Provider for such maintenance and such equipment has been designated as Non-maintained Equipment. Customer will pay separately for all maintenance fees relative to the equipment maintenance on Standard Plus Equipment. Travel expenses, per diem fees and related costs for any on-site equipment maintenance will be billed separately to and payable by Customer.

iv) **Software Maintenance Fees.** Customer's software maintenance fees relative to nine (9) Proprietary Software interfaces and OnQ® Core Modules (listed in this schedule) are covered by the IBPP Payment. All other Software maintenance fees will be payable by Customer as provided in the HITS Agreement. Travel expenses, per diem fees and related costs for any on-site software maintenance will be billed separately to and payable by Customer.

v) **Miscellaneous Services.** The IBPP Payment also covers fees for the following services:

- 1) Site Survey Services (including standard travel costs)
- 2) Training Room Set Up Services (including standard travel costs)
- 3) Project Management & Contracting Services (including standard travel costs)
- 4) Implementation Cut-Over Support Services (Including standard travel costs)

2. **Customer's Obligations.** Customer will:

(a) Pay the IBPP Payment to HSS. The IBPP Payment will be a monthly program fee amount equal to 0.75% of the gross room revenue of Customer's Hotel to which this IBPP Agreement applies. For example, if the monthly gross room revenues are \$100,000, the monthly program fee amount due to HSS would be \$750 for that month. The monthly program fee will be paid by Customer to HSS in the same manner and method as the monthly royalty fee is paid by Customer to HDOC or its affiliate or subsidiary under Customer's License Agreement. However, the start date ("Start Date") for commencement of payment of the monthly program fee will be determined by the shipment date of the Network Authorized Equipment to Customer's Hotel. If the Start Date is on or before the 15<sup>th</sup> of the month, the monthly program fee will be invoiced for that full month. Each month's program fee will be invoiced the following month.

(b) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment (but at HSS's cost as above described) using the designated Preferred Provider for HSS's Fee Based Pricing Program.

(c) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value of the Network Authorized Equipment.

(d) Pay any and all state or local sales, use, gross receipts, excise or similar taxes incident to the payments under this IBPP Agreement. The monthly program fee will be billed inclusive of all state or local sales, use, gross receipts, excise or similar taxes; however, HSS reserves the right to separately list and bill any or all such taxes on the monthly billing. Customer agrees to pay all personal property taxes associated with software licensed or sublicensed and equipment provided under this IBPP Agreement.

(e) Prevent any liens from attaching to the Network Authorized Equipment.

(f) Pay for any and all de-installation, transportation and disposal costs of any and all Standard Plus Equipment being used by Customer's Hotel on its Network at the time of installation by HSS or HSS's designee of the Network Authorized Equipment under the Refreshment Program. The return to Customer's lessor of all such de-installed equipment in accordance with Customer's current lease terms is the sole responsibility of Customer. Customer will be solely responsible for any missing, bad or damaged equipment.

(g) Preserve and protect the Network Authorized Equipment from loss, damage or theft.

(h) Not use any unauthorized backup in connection with the Information System.

(i) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.

(j) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.

(k) Allow the removal and future refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

3. Customer's Conditions. All benefits provided Customer herein and all obligations of HSS under this IBPP Agreement are expressly subject to and conditioned upon the following:

(a) Customer is not, and continues not to be, in default of any agreement with HSS, HDOC or any of their affiliates or subsidiaries or any Brand division, including, but not limited to, this IBPP Agreement, the HITS Agreement and Customer's License Agreement with HDOC or its affiliate or subsidiary.

(b) Customer continues to make all other payments to HSS's Preferred Lessors, Preferred Retailers or Preferred Providers under any applicable agreements and does not become in default under such agreements.

(c) Customer's Hotel remains in its current Hilton Brand division (after completing any anticipated HDOC approved conversion and rebranding).

(d) Customer has executed or executes the HITS Agreement contemporaneously with this IBPP Agreement.

(e) Customer's participation and continued cooperation with HSS in HSS's Fee Based Pricing Program, including, but not limited to, the refreshment of Network Authorized Equipment.

(f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this IBPP Agreement at HSS's option: (a) Immediately without notice in the event of breach of Customer's obligations or conditions set forth in Sections 2 and 3 above, (b) at any time, with or without cause, upon not less than ninety (90) days advance written notice to Customer, (c) sale or transfer of the majority ownership (in stock, partnership interest or otherwise) of Customer's

Hotel or (d) changing the brand of Customer's Hotel away from the brand on which this IBPP Agreement is based. Any default by Customer under this IBPP Agreement will constitute a default by Customer under the HITS Agreement, and, in such event, HSS may exercise any of its rights provided under the HITS Agreement. Any default by Customer under the HITS Agreement will constitute a default and breach of condition by Customer under this IBPP Agreement. Termination of the HITS Agreement will result in termination of this IBPP Agreement. HSS may terminate this IBPP Agreement without terminating the HITS Agreement, whereupon the HITS Agreement will be construed and enforced as if this IBPP Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination of this IBPP Agreement, Customer will be required to assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this IBPP Agreement or to purchase such equipment from HSS's lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this IBPP Agreement, HSS will pass on to Customer, and Customer will be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment ("Refresh Costs"), then Customer will also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) as to such Refresh costs.

In addition, Customer will pay to HSS a termination fee which is designed to reimburse HSS in part for unamortized costs of the software license fees for OnQ® core modules, Certified Third Party Software, Vendor Equipment Maintenance Fees and for miscellaneous services (listed in this schedule) provided to Customer. If such termination occurs during the first year following the Start Date, the termination fee will be in the amount of \$83,000. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year - \$55,400

During third year - \$27,700

Provided, however, if this IBPP Agreement is terminated after any HSS Refresh of Network Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each such successive HSS Refresh, as follows: The termination fee will be the greater of (a) the fee determined under the table above, based on the period elapsed since the original Start Date or (b) the fee determined under the table below, based on the period elapsed since the new Start Date.

During first year - \$4,000

During second year - \$2,600

During third year - \$1,300

Thereafter - \$1,000

5. Property of HSS. The Network Authorized Equipment will be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this IBPP Agreement.

6. Additional Equipment/Software. Any and all additional Authorized Equipment ("Standard Plus Equipment") may be purchased or leased by Customer from a Preferred Provider. Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer ("Standard Plus Software") may be licensed or sublicensed from HSS or a Preferred Provider.

7. Defined Terms. All capitalized terms used in this IBPP Agreement which are not specially defined in this IBPP Agreement will have the meaning ascribed to such terms in the HITS Agreement.

8. Other Important Provisions. The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the

Authorized Equipment referred to in the HITS Agreement, that this IBPP Agreement is a schedule to the HITS Agreement and that this IBPP Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon HSS's Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or services provided for or pursuant to the Refresh will be the same as the terms and conditions of this IBPP Agreement, including but not limited to, the termination fees described herein; and, except for such termination fees (as specified above), all terms and provisions hereof (including those incorporated by reference below), will apply as if this IBPP Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this IBPP Agreement and the provisions of the HITS Agreement, the provisions of this IBPP Agreement will prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software, Certified Third Party Software and to Services are applicable to the equipment, software, and services described herein or provided hereunder. Where HSS is providing equipment, software or services instead of such items being provided by a Preferred Retailer or Preferred Provider, HSS will be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Retailer or Preferred Provider. Except as the context may otherwise require, all references to "this Agreement" in these incorporated provisions will, for purposes of this IBPP Agreement, be construed to include this IBPP Agreement, and where applicable, such provisions are hereby reasserted, re-applied and re-acknowledged as of the effective date hereof.

9. Notices. The notice provisions of the HITS Agreement will apply to all notices, requests, demands and other communications under this IBPP Agreement.

10. Counterparts. This IBPP Agreement may be executed in one or more counterparts, each of which will constitute one and the same instrument.

Effective Date: The effective date ("Effective Date") will be the date signed by HSS.

CUSTOMER: %LegalEntity%

HILTON SYSTEMS SOLUTIONS, LLC

By: %HotelApproverSignature%  
Authorized Signature

By: %HiltonApproverSignature%  
Authorized Signature

Print Name: %HotelApproverName%

Print Name: Randy Kanaya

Title: %HotelApproverTitle%

Title: Director – OnQ® Deployment Planning

Date: %HotelApprovedDate%

Date: %HiltonApprovedDate%

**ATTACHMENT M (1)**

**NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT**

%NetAuthEquip1%

# EXHIBIT H



# Hampton - Brand Standards - Global

07 January 2019



Hilton

W  
WALDORF  
ASTORIA  
HOTELS & RESORTS

CONRAD  
HOTELS & RESORTS

canopy  
BY HILTON

Hilton  
HOTELS & RESORTS

CURIO  
A COLLECTION BY HILTON

DOUBLETREE  
BY HILTON

TAPESTRY  
COLLECTION  
BY HILTON

EMBASSY  
SUITES  
BY HILTON

Hilton  
Garden  
Inn

Hampton  
BY HILTON

tru  
BY HILTON

HOMESWOOD  
SUITES  
BY HILTON

HOME2  
SUITES BY HILTON

Hilton  
Grand Vacations

Hilton  
HONORS



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This Standards Manual (“**Manual**”) has been developed to provide the Owner (as defined below) of the Hotel with the required minimum standards, procedures, rules, regulations, policies, and techniques (the “**Brand Standards**”) of the Hampton by Hilton (“**Brand**”) focused service brand system (the “**System**”). To achieve and maintain high standards of quality and service and associated goodwill for the System, it is essential that Owner strictly adhere to all elements of the System, including, without limitation, the Manual and the Owner’s Agreement. Notwithstanding anything in this Manual to the contrary, the policies contained in the Resources to this Manual are not required to be adopted by a franchised Hotel as long as the Hotel adopts a policy covering the subject matter in the attachment that meets all legal requirements.

All references in this Manual to “**Owner**” refer to the Owner operating under a License Agreement or Franchise Agreement (which may be the owner of the Hotel) or the owner under a Management Agreement, as applicable, with the Brand (the “**Agreement**”). All references in this Manual to the “**Hotel**” refer to the Hotel that has been provided with this Manual. At times this Manual imposes obligations on the Hotel that are essential to the System. Owner is responsible for ensuring the hotel’s compliance with those obligations. All references in this Manual to the “**Brand**” refer to Hilton Franchise Holding LLC or HLT Existing Franchise Holding LLC if the hotel is designated as a USA hotel. Otherwise, these references refer to Hilton Worldwide Franchising LP. All references to Hilton Worldwide refer to Hilton Worldwide, Inc.

These Brand Standards are subject to change, amendment, or supplement from time to time by the Brand. The Brand has the sole and absolute discretion to grant exceptions to these Brand Standards as it deems appropriate.

These Brand Standards are designed to protect the System and the trademarks and service marks associated with the System, and not to control the day-to-day operation of the Hotel. Owner at all times will remain responsible for the operation of the Hotel, and all activities occurring at the hotel. Owner must hire and train its own employees. The Brand is not responsible for and does not direct or control the conduct of any Hotel employee.

Owner must comply with and maintain the Brand Standards at a level equal to or greater than as set forth in this Manual. Violation of any of these Brand Standards by Owner shall constitute default of Owner’s Agreement and would allow the Brand to take all necessary action to protect the integrity of the System.

This Manual is the property of the Brand and is provided to Owner for use and reference during the term of its Agreement with the Brand. Additions and modifications to this Manual will be posted at a website of which the Brand will provide Owner notice, or will be sent to Owner, and Owner must comply with these additions and modifications to the same extent as if set forth in this Manual at this time. For the avoidance of any doubt, any such additions or modifications set forth at such a website are incorporated herein by reference.

Owner must maintain the confidentiality of the Manual. Upon termination of its Agreement, Owner must return this Manual and all other confidential material owned, created, or used by the Brand without retaining any photocopies.

At or about the time Owner executes the Agreement, the Brand will place Owner in a Region set forth below. The Region that Owner is placed in is within the sole and absolute discretion of the Brand and may be modified from time to time. Owner must comply with all Brand Standards applicable to that Region, which includes those Brand Standards that are not limited by Region.

For the avoidance of any doubt, if the applicability of a Brand Standard or a section of a Brand Standard is limited to a specific Region and the Owner has not been placed in that Region, then the Brand Standard or section, as the case may be, is not applicable to the Owner. Conversely, if the Owner has been placed in that Region, the Owner must comply with the Brand Standard or section.

For the avoidance of doubt, wherever it is stated in this Brand Standards Manual that certain requirements/specifications would apply where the Hotel has or decides/elects to have certain elements, whether the Hotel has or will have such elements is to be determined in the sole discretion of Hilton Worldwide.

## **Portable Document Format (PDF) Disclaimer**

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The information contained in the portable document format (PDF) version of this manual represents the brand standards as of the effective date. Hilton Worldwide reserves the right, at our sole and absolute discretion, to change modify, add or remove portions of these standards at any time. These brand standards should be used for internal purposes only and may not be publicly distributed. This PDF contains confidential information and any unauthorized disclosure, copying or distribution of this material is strictly prohibited.

# EXHIBIT I

**STATE FRANCHISE ADMINISTRATORS  
AND AGENTS FOR SERVICE OF PROCESS**

<b>State</b>	<b>State Franchise Administrator</b>	<b>Agent for Service of Process</b>
California	Commissioner Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677  71 Stevenson Street, Suite 2100 San Francisco, CA 94105 415-972-8577	Commissioner Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677  1515 K. Street, Suite 200 Sacramento, CA 95814 866-275-2677
Hawaii	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62701 217-782-4465	Attorney General 500 South Second Street Springfield, IL 62701 217-782-4465
Indiana	Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681	Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360
Michigan	Michigan Office of Attorney General Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-373-7117	Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-373-7117
Minnesota	Commissioner of Commerce Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Commissioner of Commerce Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101 651-539-1500

**STATE FRANCHISE ADMINISTRATORS  
AND AGENTS FOR SERVICE OF PROCESS**

<b>State</b>	<b>State Franchise Administrator</b>	<b>Agent for Service of Process</b>
New York	Office of the New York State Attorney General Bureau of Investor Protection and Securities Franchise Section New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 212-416-8211	Attention: New York Secretary of State Department of State Division of Corporations One Commerce Plaza, 6 <sup>th</sup> Floor 99 Washington Avenue Albany, NY 12231 518-473-2492
North Dakota	North Dakota Securities Department 600 E. Boulevard Avenue, State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712	North Dakota Securities Commissioner 600 E. Boulevard Avenue, State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712
Rhode Island	Department of Business Regulation Securities Division Bldg. 69, 1 <sup>st</sup> Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527	Director of Dept. of Business Regulation Securities Division Bldg. 69, 1 <sup>st</sup> Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527
South Dakota	Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-4823	Department of Labor and Regulation Director of the Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-4823
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, VA 23219 804-371-9733
Washington	Department of Financial Institutions Securities Division – 3 <sup>rd</sup> Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760	Director of Dept. of Financial Institutions Securities Division – 3 <sup>rd</sup> Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Office of the Commissioner of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, WI 53703 608-261-9555	Commissioner of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, WI 53703 608-261-9555

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

# EXHIBIT J

**Addendum to Disclosure Document  
Pursuant to the California Franchise Investment Law**

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT <http://www.dbo.ca.gov>

See the cover page of the Disclosure Document for our URL address. 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.

1. Item 3 is amended to state that no person named in Item 2 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 such association or exchange.
2. Items 6, 9, and 17 (d), (e), and (i) are amended to state that the Franchise Agreement provides for liquidated damages. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
3. Items 17 (b), (c), (d), (e), (f), (g), (h), (i) and (w) are amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
4. Item 17 (h) is amended to state that 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.*).
5. Item 17 (w) is amended to state that the Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.
6. Item 17 (v) is amended to state that the Franchise Agreement requires venue to be limited to Fairfax County, Virginia unless we sue you where your Hotel is located. This provision may not be enforceable under California law.
7. Items 17 (c) and (m) are amended to state that you must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
8. Item 17 (s) is amended to state that California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

**Addendum to Disclosure Document  
Pursuant to the Hawaii Franchise Investment Law**

THE GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE AGREEMENT SHALL NOT RELIEVE US OR OUR AFFILIATES FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.



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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER "OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING AGREEMENT, OR AT LEAST 7 DAYS BEFORE 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.

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.

### **Addendum to Disclosure Document Pursuant to the Illinois Franchise Disclosure Act**

**Item 13** is amended to provide that while we do not own the Marks, our affiliate owns the Marks and has licensed us to use the Marks and to sublicense the Marks to you.

1. Notice Required by Law:

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. Items 17 (v) and (w) are amended to state that the provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.
3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title 9 of the United States Code.

### **Addendum to Disclosure Document Pursuant to the Maryland Franchise Registration and Disclosure Law**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that the laws of the State of Maryland may supersede the Franchise Agreement, in the areas of termination and renewal of the Franchise.

2. Item 17 (h) is amended to state that the provision of 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 (v) is amended to state that 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 Laws must be brought within 3 years after the grant of the Franchise.
4. Item 17 (w) is amended to state that nothing in the General Release under Section 16.8 of the Franchise Agreement shall operate to release us or our affiliates from any liability under the Maryland Franchise Registration and Disclosure Law.

## **MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the 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 the State of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state of Michigan.
- (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 service.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

OFFICE OF THE ATTORNEY GENERAL  
 CONSUMER PROTECTION DIVISION, FRANCHISE SECTION  
 525 W. OTTAWA ST.  
 G. MENNEN WILLIAMS BUILDING, FIRST FLOOR  
 LANSING, MICHIGAN 48933  
 517-373-7117

### **Addendum to Disclosure Document Pursuant to the Minnesota Franchise Investment Law**

1. Minnesota law provide that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us within 10 days after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. Items 17 (a) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.
4. Item 17 (i) is amended to state that Minnesota Rule 2860.4400J prohibits requiring you to consent to liquidated damages.
5. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. nothing in the Franchise 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 Minnesota.

**.Addendum to Disclosure Document  
Pursuant to the New York Franchise Sales Act**

1. Item 3 is amended to add the following:

Neither we nor any individual listed in Item 2, have pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) 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.

Neither we nor any individual listed in Item 2, have 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, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud; embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

Neither we nor any individual listed in Item 2, are subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any 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 are subject to any currently effective order of any 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 are 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.

2. Item 4 is amended to add the following:

During the 10-year period immediately preceding the date of this disclosure document, neither we nor any person identified in Item 2 above, has filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or 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.

- 3, Item 17 is amended to add the following:

The franchisee may terminate the agreement upon any grounds available by law.

We will not assign our rights under the Franchise Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under the Franchise Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement that is inconsistent with that law.

You must sign a general release when you renew the Franchise Agreement and in connection with any transfer under the Franchise Agreement. These provisions may not be enforceable under New York law.

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

### **Addendum to Disclosure Document Pursuant to the North Dakota Franchise Disclosure Act**

1. Item 17 (i) is amended to state that liquidated damages are prohibited by the laws of the State of North Dakota.
2. Item 17 (w) is amended to state that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.
3. Item 17 (v) is amended to state that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.
4. Item 17 (w) is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted.
5. Items 17 (c) and (m) are amended to state that no release language set forth in the Franchise Agreement shall relieve us or our affiliates from liability imposed by the North Dakota Franchise Disclosure Act.

### **Addendum to Disclosure Document Additional Information Required by the State of Rhode Island**

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 *et seq.* (the "Act"), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a franchise agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

**Addendum to Disclosure Document  
Pursuant to the Virginia Retail Franchise Act**

Item 17.h is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**Addendum to Disclosure Document  
Pursuant to the Washington Franchise Investment Protection Act**

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with us, including areas 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 areas of termination and renewal of your franchise.
2. A release or waiver of rights you sign will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

# EXHIBIT K



755 Crossover Lane  
Memphis, TN 38117

**\*\*SAVE AS NEW DOCUMENT\*\***

**Insert** Expected Closing Date

Lender **[also insert in 2<sup>nd</sup> page header]**

Attention:

Address

Address

**Re: [Name of Hotel (City, State) – Facility No. \_\_\_\_\_; ALSO INSERT IN 2<sup>nd</sup> page header]**

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company **[IF NEEDED]**, successor by-merger to **SELECT** DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company **OR SELECT** HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor in interest to **SELECT [DT]** Doubletree Hotel Systems, Inc. **[ES, HAM, HWS]** Promus Hotels, Inc. **[HFS, HGI, CON, WA]** Hilton Inns, Inc. **SELECT FOR CANADA:** HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales ] (“**Franchisor**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Franchisee**”) are parties to a franchise agreement dated \_\_\_\_\_, including all amendments, riders, supplemental agreements and assignments (collectively, “**Franchise Agreement**”). Franchisee operates **[ will operate ]** the **[INSERT]** brand **[ hotel ]** to be **[ located at ]** \_\_\_\_\_ (“**Hotel**”) under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mortgage loan in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_, as such mortgage loan may be periodically amended, modified, supplemented, extended or restated (“**Loan**”), from \_\_\_\_\_ **[IF LENDER IS NOT A BANK]**, a [State] [Type of Entity] (“**Lender**”) **[IF NEEDED]** as administrative agent for itself and other participant lenders (in its capacity as administrative agent, “**Lender**”) **[ IF NOT FRANCHISEE:** \_\_\_\_\_, a [State] [Type of Entity] (“**Borrower**”) **] to be used [IF MULTIPLE PROPERTIES:** in part, **] for the direct benefit of the Hotel. [DESCRIBE BORROWER'S RELATIONSHIP TO FRANCHISEE, e.g. Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate.]**

**[IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:**

**FIRST ALTERNATIVE:** Franchisor is entitled to presume conclusively that notice to and actions or failures to act by **INSERT NAME OF ONE LENDER** \_\_\_\_\_ (“**Lead Lender**”) are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.

**SECOND ALTERNATIVE:** First Lender **[MODIFY AS NEEDED]**, Second Lender **[MODIFY AS NEEDED]** and Third Lender **[MODIFY AS NEEDED]** will be collectively referred to as “**Lender**.” First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the

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CONRAD  
HOTELS & RESORTS

canopy  
by hilton



CURIO  
A COLLECTION BY HILTON



TAPESTRY  
COLLECTION  
BY HILTON





Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

Page 2

intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

**[IF PRIOR LENDER COMFORT LETTER EXISTS:**

Reference is also made to a letter agreement dated \_\_\_\_\_, among Franchisor **[CONFIRM ENTITY]**, Franchisee **[CONFIRM ENTITY]** and Lender **[CONFIRM ENTITY]** ("**Existing Comfort Letter**").

**[IF EXISTING COMFORT LETTER IS WITH SAME LENDER:** This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect. **] [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND §§ 5 AND 6 AS NEEDED]**

**1. Cure Period.**

(a) Notice of Franchisee Default. Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

(b) Lender's Cure Periods. Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee ("**Lender's Cure Period**"). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession and/or ownership of the Hotel (each, an "**Acquisition**"), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender's Cure Period, for Lender to complete its Acquisition, through foreclosure or other appropriate proceedings ("**Additional Period**"); provided that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession and/or ownership of the Hotel. On request by Lender, the Additional Period may be further extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender's action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee's default during Lender's Cure Period and Lender commences a foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor of Franchisee's default under the Loan will be deemed to initiate the timeline outlined under the Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor,

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, “Hilton”); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. **Acquisition and Assumption.**

(a) **[DELETE THIS SUBPARAGRAPH 2(a) IF THE HOTEL IS HILTON-MANAGED WITH A FRANCHISE OR FOR PORTFOLIO LOANS IF THE NUMBER OF HOTELS OPERATING UNDER THE SAME BRAND EXCEEDS THE THRESHOLD OR IF EQUITY ACQUISITION LANGUAGE IS REQUESTED]** Lender's Election to Waive Assumption of Franchise Agreement. Lender may give written notice to Franchisor of Lender's election to waive Lender's right to assume the Franchise Agreement at any time (i) during Lender's Cure Period, or the Additional Period, as the Additional Period may be extended in accordance with Subparagraph 1(b) of this letter agreement, or (ii) within twenty (20) calendar days after the Acquisition. If given, the notice will be effective twenty (20) calendar days after Franchisor's receipt of the notice, and Franchisor may rely on the notice to exercise its remedies against Franchisee under the Franchise Agreement, including termination of the Franchise Agreement. Lender shall not be liable for any termination fees or liquidated damages arising from the early termination of the Franchise Agreement; provided, however, if Lender or its designee is or comes into possession of the Hotel before the notice is effective, then Lender shall be responsible for post-termination de-identification obligations at the Hotel, and for payment of any fees owed to Franchisor pursuant to the Franchise Agreement that accrued while Lender was in possession of the Hotel before the notice is effective, but excluding termination fees or liquidated damages.

(b) Acquisition and Franchise Agreement Assumption. **[DELETE FIRST SENTENCE ONLY IF ¶ 2(a) IS DELETED:** If Lender does not give written notice to Franchisor under Subparagraph 2(a), the Franchise Agreement will continue in full force and effect. **]** If Lender acquires possession and/or ownership of the Hotel as the result of an Acquisition, Lender will be deemed to have assumed the Franchise Agreement as of the date of the Acquisition. Lender will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the Acquisition date, including the payment of fees owed to Franchisor (“**Assumption**”). Any conditions in the transfer provisions of the Franchise Agreement that Franchisor deems relevant shall apply with respect to the Assumption, including but not limited to the obligation for Lender to submit its ownership structure, organizational documents and evidence of insurance. Lender must, within ten (10) business days after receipt of a request from Franchisor, provide to Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), as well as the other information reasonably requested. If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will promptly prepare Franchisor's then-current form assumption agreement (“**Assumption Agreement**”) to document the Assumption, and deliver the Assumption Agreement to Lender. Lender must execute and return the Assumption Agreement to Franchisor within ten (10) business days after receipt from Franchisor. Lender's failure to timely execute and deliver the Assumption Agreement may be deemed a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee of Five Thousand Dollars (\$5,000). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition except for personal and non-curable defaults. "Personal and non-curable defaults" means that the default (i) occurred before the date of Lender's Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee (e.g., failure to provide adequate notice or past failure to maintain Franchisee's company status); and (iv) is unrelated to the operation of the Hotel.

(c) **[INCLUDE ONLY IF EQUITY ACQUISITION LANGUAGE IS REQUESTED]**  
Equity Acquisition and Amendment. If Lender acquires ownership of the Franchisee by means of an Equity Acquisition, Lender will be deemed to have assumed the rights and obligations of the Franchisee under the Franchise Agreement as of the date of the Equity Acquisition, and Lender must diligently cure all defaults which Lender could not cure before the Equity Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Equity Acquisition. Lender must enter into an amendment to the Franchise Agreement to document the change of control of Franchisee, which will, among other things, contain a new ownership structure for Franchisee ("**Amendment**"). Subject to confirmation that Lender is not a Sanctioned Person, Franchisor will prepare the Amendment promptly after receipt of any information requested under this Subparagraph 2(b). Franchisor will deliver the Amendment to Lender, and Lender will execute and return the Amendment to Franchisor within ten (10) business days after Franchisor delivers it. Lender's failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. In lieu of any transfer or application fee, Lender agrees to pay Franchisor a processing of Five Thousand Dollars (\$5,000).

(d) Lender's Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party, and payment of an application fee.

3. **Notice to Franchisor.** Lender agrees to notify Franchisor (a) contemporaneously with commencement of any action that may result in an Acquisition, (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel, (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the Hotel or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 13 **[NO ESTOPPEL]** 14 **[ESTOPPEL]**. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver, or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.  
Attention: General Counsel  
7930 Jones Branch Drive, Suite 1100  
McLean, VA 22102

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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4. **Confidentiality and Non-Disclosure.** The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender's servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business, the provisions of this letter agreement.

5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Franchisee hereby certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, a "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement **[IF APPLICABLE: or the Existing Comfort Letter]**.

(b) **[IF APPLICABLE: Franchisee hereby represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED]** and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

(c) Franchisee hereby agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(d) Franchisee hereby agrees that this letter agreement was provided to Lender at Franchisee's request.

(e) Franchisee hereby fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist ("**Released Claims**"), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement **[IF APPLICABLE: or the Existing Comfort Letter ]**. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. "**Sanctioned Person**" means any person, entity, or Government, including those with Control over such

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this Agreement. "**Trade Restrictions**" means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

(b) **[DELETE FOR OL, QQ, UP]** Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that **[IF LENDER IS A BANK]** Lender does not own any Equity Interest in Franchisee **[IF LENDER IS NOT A BANK]** neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated, without the need for further action by Lender or Franchisor.

(e) **[IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:]** Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) **[IF FOR A LOAN ORIGINATED AT AN EARLIER DATE:]** Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession and/or ownership of the Hotel.

(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. **[IF LENDER IS A PARTY TO EXISTING COMFORT LETTER, ADD or the Existing Comfort Letter.] [FOR CANADA ONLY;** provided, however that this release will not relieve any of the Released Parties from any liability imposed by the *Ontario Arthur Wishart Act (Franchise Disclosure), 2000*, that may have existed as of the Effective Date of this Agreement.]

7. **[IF REQUESTED, CHECK ¶ REFERENCES IN ¶¶ 3 / 6: Franchisor Estoppel.]** Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor's knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. "**Franchisor's knowledge**" means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "**Default**" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. **[IF QUALIFIERS:]** Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default.]



Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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8. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization **if** Lender (i) directly transfers the Loan to the trustee **and** (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as "Lender" under this letter agreement; but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) **[IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT;]** any successor administrative agent with respect to the Loan if the successor is a national bank, a state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as "Lender" under this letter agreement gives notice to Franchisor, identifying the new "Lender" and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("**Assignee**") **if** (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement ("**Assignment**") and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel ("**Management**") made by Lender or a receiver before an Assumption is subject to Franchisor's prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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11. **Subordination.** Franchisor acknowledges and agrees that the Franchise Agreement, to the extent that it creates any interest in the Hotel, is and shall be subordinate to the mortgage or deed of trust of Lender placed or to be placed on the Hotel in accordance with the terms of the Loan.

12. **Collateral Assignment.** If the Franchise Agreement is being pledged by Franchisee to Lender as security for Franchisee's obligations to Lender under the Loan, issuance of this letter agreement evidences Franchisor's consent to the collateral assignment. Lender's rights in connection with the Franchise Agreement are governed by the terms and conditions in this letter agreement.

13. **Execution.** This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

14. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor's authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor's offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in the Hotel or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with the terms of this letter agreement.

15. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor's part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Sincerely,

HILTON FRANCHISE HOLDING LLC

OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

OR IF HOTEL IS IN CANADA LOOK UP CORRECT FRANCHISOR

Signature Blocks on Following Page

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_

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**LENDER:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to \_\_\_\_\_  
DATE

**FRANCHISEE:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to \_\_\_\_\_  
DATE

**FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC

OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

OR IF HOTEL IS IN CANADA LOOK UP CORRECT FRANCHISOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Authorized Signatory

Effective Date: \_\_\_\_\_





755 Crossover Lane  
Memphis, TN 38117

**\*\*SAVE AS NEW DOCUMENT\*\***

**Insert** Expected Closing Date

Lender **[also insert in 2<sup>nd</sup> page header]**

Attention:

Address

Address

**Re: [Name of Hotel (City, State) – Facility No. \_\_\_\_\_; ALSO INSERT IN 2<sup>nd</sup> page header]**  
**Mezzanine Lender Comfort Letter**

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company **[IF NEEDED:]**, successor-by-merger to **SELECT** DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company **OR SELECT** HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor-in-interest to **[DT]** Doubletree Hotel Systems, Inc. **[ES, HAM, HWS]** Promus Hotels, Inc. **[HFS, HGI, CI, WAC]** Hilton Inns, Inc.] **SELECT FOR CANADA:** HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales] ("**Franchisor**") and \_\_\_\_\_, a \_\_\_\_\_ ("**Franchisee**") are parties to a franchise agreement dated \_\_\_\_\_, including all amendments, riders, supplemental agreements and assignments (collectively, "**Franchise Agreement**"). Franchisee operates **[ will operate ]** the **[INSERT]** brand **[ ]** hotel **[ ]** to be **[ ]** located at \_\_\_\_\_ ("**Hotel**") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mezzanine loan in the amount of \$ \_\_\_\_\_, dated \_\_\_\_\_, as such mezzanine loan may be periodically amended, modified, supplemented, extended or restated ("**Loan**") from \_\_\_\_\_ **[IF LENDER IS NOT A BANK: ]**, a [State] [Type of Entity] ("**Lender**") **[IF NEEDED:]** as administrative agent for itself and other participant lenders (in its capacity as administrative agent, ("**Lender**") **[ ]** to Franchisee **[IF NOT FRANCHISEE: ]**, a [State] [Type of Entity] ("**Mezzanine Borrower**") **[ ]** to be used **[IF MULTIPLE PROPERTIES:]**, in part, **[ ]** for the direct benefit of the Hotel. **[DESCRIBE BORROWER'S RELATIONSHIP TO FRANCHISEE. (e.g., Mezzanine Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate. ]**

**[IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:**

**FIRST ALTERNATIVE:** Franchisor is entitled to presume conclusively that notice to and actions or failures to act by **INSERT NAME OF ONE LENDER** \_\_\_\_\_ ("**Lead Lender**") are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.

**SECOND ALTERNATIVE:** First Lender **[MODIFY AS NEEDED]**, Second Lender **[MODIFY AS NEEDED]** and Third Lender **[MODIFY AS NEEDED]** will be collectively referred to as "**Lender**." First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an

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Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

Page 2

intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

**[IF THERE IS A MORTGAGE LENDER]**

Franchisor, Franchisee and \_\_\_\_\_ (“**Mortgage Lender**”) **[SELECT: ]** entered into a letter agreement dated \_\_\_\_\_ **OR** are contemporaneously entering into a letter agreement **[ ]** containing substantially the same terms as this letter agreement with respect to the mortgage loan (“**Mortgage Letter Agreement**”). Lender agrees that any and all rights under this letter agreement are subordinate to any and all rights of Mortgage Lender under the Mortgage Letter Agreement as long as the Mortgage Letter Agreement is effective. **[IF MORTGAGE LENDER IS THE MEZZANINE LENDER]** If, when a notice of default is issued, the notice address for “Lender” under more than one letter agreement is the same, Franchisor’s obligation to provide notice to Lender at the address designated in more than one letter shall be satisfied by sending one notice, and multiple notices shall not be required.]

**[IF PRIOR LENDER COMFORT LETTER EXISTS:**

Reference is also made to a letter agreement dated \_\_\_\_\_ among Franchisor **[CONFIRM]**, Franchisee **[CONFIRM]** and Lender **[CONFIRM]** (“**Existing Comfort Letter**”). **[IF WITH SAME LENDER:** This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect. **] [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND §§ 5 AND 6 BELOW]**

**1. Cure Period.**

(a) Notice of Franchisee Default. Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

(b) Lender’s Cure Periods. Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee (“**Lender’s Cure Period**”). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession of the Hotel and/or ownership of Franchisee (each, an “**Acquisition**”), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender’s Cure Period, to complete its Acquisition, through UCC sale, foreclosure or other appropriate proceedings (“**Additional Period**”); provided, that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion within the Additional Period; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession of the Hotel and/or ownership of Franchisee. On request by Lender, the Additional Period may be extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender’s action has been stayed or enjoined. If Franchisor has not issued a default notice to

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

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Franchisee, and Lender commences a UCC sale, foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor will be deemed to begin Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, "**Hilton**"); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements satisfactory to Franchisor in its sole discretion having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

## 2. Assumption and Amendment.

(a) Assumption. Lender will be deemed to have assumed the rights and obligations of Franchisee under the Franchise Agreement as of the date of the Acquisition, and will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the date of the Acquisition, including the payment of fees owed to Franchisor ("**Assumption**"). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition, within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition.

(b) Amendment. Lender must, within ten (10) business days after Franchisor's request, provide Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), and deliver any other documents regarding Lender's ownership structure that Franchisor reasonably requests. Franchisor will promptly prepare an amendment to the Franchise Agreement ("**Amendment**") to document the Assumption, and deliver the Amendment to Lender. Lender must execute and return the Amendment to Franchisor within ten (10) business days after receipt from Franchisor. Lender's failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee equal to the permitted transfer fee in the Franchise Agreement. If the Franchise Agreement does not reference a permitted transfer fee, then the processing fee will be Five Thousand Dollars (\$5,000).

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

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(c) Lender's Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party and payment of an application fee.

3. Notice to Franchisor. Lender agrees to notify Franchisor (a) contemporaneously with the commencement of any action that may result in an Acquisition; (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel; (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the equity ownership of Franchisee or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 11 [NO ESTOPPEL] 12 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.  
Attention: General Counsel  
7930 Jones Branch Drive, Suite 1100  
McLean, VA 22102

4. Confidentiality and Non-Disclosure. The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender's servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender, or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business the provisions of this letter agreement.

5. Franchisee Estoppel and Release. As consideration for this letter agreement relating to the Loan, Franchisee hereby:

(a) certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter].

(b) [IF APPLICABLE: represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

(c) agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(d) agrees that this letter agreement was provided to Lender at Franchisee's request.

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

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(e) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the **"Released Parties"**), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist (**"Released Claims"**), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement **[IF APPLICABLE: or the Existing Comfort Letter]**. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. **"Sanctioned Person"** means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this Agreement. **"Trade Restrictions"** means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

(b) **[DELETE FOR OL, QQ, UP]** Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that **[IF LENDER IS A BANK]** Lender does not own any Equity Interest in Franchisee **[IF LENDER IS NOT A BANK]** neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated without the need for further action by Lender or Franchisor.

(e) **[IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:]** Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) **[IF FOR A LOAN ORIGINATED AT AN EARLIER DATE:]** Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession of the Hotel and/or ownership of Franchisee.

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

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(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. **[IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:; ADD** or the Existing Comfort Letter.] **[FOR CANADA ONLY**; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the *Ontario Arthur Wishart Act (Franchise Disclosure), 2000, that may have existed as of the Effective Date of this Assignment.*]

7. **[IF REQUESTED, CHECK REFERENCES in ¶¶ 3 / 6 Franchisor Estoppel.** Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor's knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. **"Franchisor's knowledge"** means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. **"Default"** means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. **[IF QUALIFIERS:** Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default **].**

8. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization **if** Lender (i) directly transfers the Loan to the trustee **and** (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as "Lender" under this letter agreement but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) **[IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT:** any successor administrative agent with respect to the Loan if the successor is a national bank, state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as "Lender" under this letter agreement gives notice to Franchisor, identifying the new "Lender" and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan (**"Assignee"**) **if** (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if



Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
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notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement (“**Assignment**”) and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel (“**Management**”) made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Execution.** This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

12. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor’s authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in Franchisee or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with this letter agreement.

13. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

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Sincerely,

HILTON FRANCHISE HOLDING LLC

OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

OR IF HOTEL IS IN CANADA HILTON WORLDWIDE FRANCHISING LP

Signature Blocks on Following Page



Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
Mezzanine Lender Comfort Letter

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**LENDER:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to \_\_\_\_\_

DATE

**FRANCHISEE:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to \_\_\_\_\_

DATE

**FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC  
**OR SELECT** HLT EXISTING FRANCHISE HOLDING LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Authorized Signatory

Effective Date: \_\_\_\_\_

Lender

Re: Hotel Name – Facility No. \_\_\_\_\_  
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**FRANCHISOR IF HOTEL IS IN CANADA**

HILTON WORLDWIDE FRANCHISING LP,  
a limited partnership formed under the laws of England and Wales

By: HILTON WORLDWIDE MANAGE LIMITED,  
Its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Authorized Signatory

Effective Date: \_\_\_\_\_

# **EXHIBIT L**

## RECEIPT

### Hilton Franchise Holding LLC HAMPTON

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 Hilton Franchise Holding 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.

Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hilton Franchise Holding 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, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is 703-883-1000.

Issuance date: March 30, 2019

The franchise seller for this offering is [name] \_\_\_\_\_,  
[title] \_\_\_\_\_, [address], \_\_\_\_\_,  
[telephone number] \_\_\_\_\_.

Hilton Franchise Holding LLC authorizes the respective state agencies identified on Exhibit I to receive service of process for it in the particular state.

I received a disclosure document dated March 30, 2019 that included the following Exhibits:

- |             |   |
|-------------|---|
| Exhibit A   | List of Franchised Hotels as of December 31, 2018   |
| Exhibit B   | List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest during 2018 |
| Exhibit C   | Financial Statements  |
| Exhibit D   | Franchise Agreement and Addendum  |
| Exhibit D-1 | State Addenda to Franchise Agreement  |
| Exhibit D-2 | Development Incentive Promissory Note   |
| Exhibit E   | Guaranty of Franchise Agreement   |
| Exhibit F   | Franchise Application   |
| Exhibit G   | Information Technology System Agreement (HITS Agreement)  |
| Exhibit H   | Manual Table of Contents – Brand Standards  |
| Exhibit I   | State Administrators and Agents for Service of Process  |
| Exhibit J   | State Addenda to Disclosure Document  |
| Exhibit K   | Lender Comfort Letter Forms   |
| Exhibit L   | Receipt   |

**PROSPECTIVE FRANCHISEE:**

**If a corporation or other business entity:**

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**If an individual:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**CITY/STATE OF PROPOSED HOTEL(S):**

\_\_\_\_\_

**PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO:**

## RECEIPT

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**If a corporation or other business entity:**

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**If an individual:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**CITY/STATE OF PROPOSED HOTEL(S):**

\_\_\_\_\_

**PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND  
RETURN ONE SIGNED COPY (FRONT AND BACK) TO:**