

## FRANCHISE DISCLOSURE DOCUMENT

Choice Hotels International, Inc., a Delaware corporation

**Before December 1, 2023**

1 Choice Hotels Circle, Suite 400  
Rockville, Maryland 20850

**On or about December 1, 2023**

915 Meeting Street  
North Bethesda, Maryland 20852

(301) 592-5000

e-mail: [development@choicehotels.com](mailto:development@choicehotels.com)

<https://choicehotelsdevelopment.com>



The franchise offered is for the right to construct or operate a hotel under our name and primary business trademark “SUBURBAN STUDIOS®” (“SUBURBAN”).

The total investment necessary to begin operation of a SUBURBAN hotel is between \$4,955,618 and \$9,261,098, assuming the hotel contains 117 guestrooms but excludes the cost of real estate. The total investment necessary to convert an existing hotel and begin operation of SUBURBAN hotel is between \$165,110 and \$1,581,995, assuming the hotel contains 88 guestrooms but excludes the cost of real estate. This includes \$35,250 to \$48,095 that must be paid to the franchisor or its affiliates as follows: an affiliation fee of \$225 per room for new franchises and \$475 per room for transfers and renewals (\$30,000 minimum); a property management system software license and systems training fee of between \$5,250 and \$7,250; and orientation and hospitality training fees of between \$0 and \$10,845 per person. These sums do not include the cost of purchasing or leasing land or any real estate taxes.

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 us or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ron Burgett, Senior Vice President, Extended Stay Development at 1 Choice Hotels Circle, Suite 400, Rockville, Maryland 20850 until December 1, 2023, and on or after December 1, 2023, at 915 Meeting Street, North Bethesda, Maryland 20852, or by telephone, at (301) 592-5000.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contracts 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 (“FTC”). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising.

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

Issuance Date: April 1, 2023

## How To Use This Franchise Disclosure Document

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

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

## **What You Need To Know About Franchising *Generally***

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risk(s) to Consider About *This* Franchise

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

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

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

**NOTICE REQUIRED  
BY  
STATE OF MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

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

- I) A prohibition of 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 provisions 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 values 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 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 I.

- 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.**

## TABLE OF CONTENTS

<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES .....	1
ITEM 2 BUSINESS EXPERIENCE.....	7
ITEM 3 LITIGATION .....	13
ITEM 4 BANKRUPTCY .....	20
ITEM 5 INITIAL FEES .....	20
ITEM 6 OTHER FEES .....	22
ITEM 7 ESTIMATED INITIAL INVESTMENT .....	35
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	41
ITEM 9 FRANCHISEE’S OBLIGATIONS .....	44
ITEM 10 FINANCING .....	46
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	51
ITEM 12 TERRITORY.....	63
ITEM 13 TRADEMARKS .....	65
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	66
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	67
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	67
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....	67
ITEM 18 PUBLIC FIGURES .....	74
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS .....	74
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION .....	78
ITEM 21 FINANCIAL STATEMENTS .....	85
ITEM 22 CONTRACTS .....	85
ITEM 23 RECEIPT.....	85
 <b><u>EXHIBITS</u></b>	
EXHIBIT A STATE-SPECIFIC ADDENDA PAGES	
EXHIBIT B REGULATORY AUTHORITIES; REGISTERED AGENTS FOR SERVICE OF PROCESS	
EXHIBIT C FINANCIAL STATEMENTS	
EXHIBIT D FRANCHISE AGREEMENT, PERSONAL GUARANTY AND STATE ADDENDA	
EXHIBIT E MASTER DEVELOPMENT AGREEMENT	
EXHIBIT F choiceADVANTAGE® SOFTWARE TERMS OF USE	
EXHIBIT G CALL FORWARDING TERMS OF USE	
EXHIBIT H GIFT CARD ENROLLMENT FORM	
EXHIBIT I PROMISSORY NOTE	
EXHIBIT J INCENTIVE PROMISSORY NOTE	
Exhibit J.A. – Capital Support Incentive Promissory Note	
Exhibit J.B. – Diversity Incentive Promissory Note	
EXHIBIT K LENDER DOCUMENTS	
EXHIBIT L RULES AND REGULATIONS TABLE OF CONTENTS	
EXHIBIT M FAIR FRANCHISING POLICY	
EXHIBIT N LIST OF FRANCHISEES	
EXHIBIT O LIST OF FORMER FRANCHISEES	
EXHIBIT P COMFORT LETTER	
EXHIBIT Q FRANCHISE DISCLOSURE ACKNOWLEDGMENT FORM	
EXHIBIT R STATE EFFECTIVE DATES AND RECEIPT	

## ITEM 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us,” “our,” “Choice” or “Choice Hotels” means Choice Hotels International, Inc., the franchisor. “We,” “us,” “our,” “Choice” or “Choice Hotels” does not include the employees, officers, directors or shareholders of Choice. “You” means the person who buys the franchise. “You” may be an individual, corporation, partnership, limited liability company or other legal entity, or may include the principal owners of such entity or entities if an owner of you is required to sign a personal guarantee and be personally bound by your obligations under the franchise agreement.

This Disclosure Document is for the right to own and/or operate a SUBURBAN® or SUBURBAN STUDIOS® business (“SUBURBAN” or “SUBURBAN Marks”).

We do business under the following primary Choice Hotels trademarks among others: ASCEND HOTEL COLLECTION®, CAMBRIA®, CLARION HOTEL®, CLARION INN®, CLARION INN & SUITES®, CLARION SUITES®, CLARION RESORT®, CLARION COLLECTION®, CLARION POINTE®, COMFORT INN®, COMFORT INN & SUITES®, COMFORT SUITES®, COUNTRY INN & SUITES®, ECONO LODGE®, ECONO LODGE INN & SUITES®, EVERHOME SUITES®, MAINSTAY SUITES®, PARK INN®, PARK INN® RESIDENCES, PARK PLAZA®, QUALITY INN®, QUALITY INN & SUITES®, QUALITY SUITES®, QUALITY HOTEL®, RADISSON®, RADISSON BLU®, RADISSON INDIVIDUALS®, RADISSON INN & SUITES™, RADISSON RED®, RODEWAY INN®, RODEWAY INN & SUITES®, SLEEP INN®, SLEEP INN & SUITES®, SUBURBAN®, SUBURBAN STUDIOS® and WOODSPRING SUITES®.

#### **The Franchisor and Our Business.**

We are a Delaware corporation formed on January 8, 1963, under the name Quality Inns International, Inc. We changed our corporate name to Choice Hotels International, Inc. on July 25, 1990. From November 1, 1996 to October 15, 1997, our corporate name was Choice Hotels Franchising, Inc. Our corporate name has been Choice Hotels International, Inc. since October 15, 1997. Our principal business address (as well as the principal place of business of the Radisson companies listed in this Item 1) is 1 Choice Hotels Circle, Suite 400, Rockville, Maryland 20850. This address will change in December 2023, when we move our headquarters to 915 Meeting Street, North Bethesda, Maryland 20852. Our agents for service of process are disclosed in Exhibit B of this Disclosure Document.

Our business began in 1939 when seven independent motel owners in Florida met to discuss how they could better satisfy the needs of their customers. Over the next few years, the group continued to meet and share best practices. In 1941, the group formalized its relationship by creating a membership association called Quality Courts United, thereby creating the nation’s first hotel chain. The vision of the members of Quality Courts United was to develop quality and other standards for their customers, as well as to refer guests to each other’s motels.

In January 1963, the organization officially became a for-profit corporation operating under the name Quality Courts Motels, Inc. Shortly thereafter, a training school, a central reservations system and hotel directory were added to the organization. Since that time, the company has changed its name to Choice Hotels International, Inc. and has expanded and further developed the Choice franchise system of hotels through the development of additional hotel brands and expansion into new markets.



We are also the successor to the Suburban Extended Stay Hotel business. On December 5, 2005, we entered into an Agreement of Merger by which we acquired all of the outstanding shares of Suburban Franchise Holding Company, Inc. (“SFHC”) through a merger of SFHC with Choice’s wholly-owned subsidiary, CHI Merger Sub, Inc. SFHC is a wholly-owned subsidiary of ours with a principal business address that is the same as ours.

Our indirect subsidiaries have conducted international franchise operations through a combination of direct franchising and master franchising or master development relationships since approximately 1958. More currently, our indirect subsidiary, Choice Hotels Licensing B.V. (“Choice BV”), a private limited liability company formed in the Netherlands on June 8, 2000, has been a franchisor or a master franchisor of our various Choice hotel brands internationally. Our international operations are primarily conducted in the following countries and territories, as organized by region: (1) *Asia-Pacific* - Australia, China, India, Japan, New Zealand, Thailand, and these have been mainly our ASCEND HOTEL COLLECTION, COMFORT, ECONO LODGE, and QUALITY brands; (2) *Europe & Middle East*. – Austria, Czech Republic, Denmark, Finland, France, Germany, Ireland, Italy, Kingdom of Saudi Arabia, Lithuania, Norway, Portugal, Spain, Sweden, Turkey, United Kingdom, and these have been mainly our ASCEND HOTEL COLLECTION, COMFORT, QUALITY, and CLARION brands; and (3) *Latin America & Canada* – Aruba, Bahamas, Barbados, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Honduras, Mexico, Panama, Peru, Trinidad and Tobago, Uruguay, and these have been our ASCEND, COMFORT, QUALITY, and SLEEP INN brands. Choice BV’s wholly owned subsidiary, Choice Hotels France, S.A.S. (a French company incorporated in France on November 23, 2006), conducts franchise operations in France. Choice BV’s wholly owned subsidiary, Choice Hotels Asia-Pac Pty. Ltd. (an Australia company incorporated on March 30, 1998), conducts franchise operations in Australia and New Zealand. In Canada, Choice BV conducts franchise operations for its CAMBRIA, EVERHOME, MAINSTAY, SUBURBAN STUDIOS and WOODSPRING brands. We have a master franchise agreement with Choice Hotels Canada, Inc. (“CHC”), a corporation incorporated on May 21, 2008 under the laws of the Province of Ontario. CHC has the exclusive right to franchise hotels in Canada under the ASCEND HOTEL COLLECTION, COMFORT, CLARION, ECONO LODGE, QUALITY, RODEWAY INN, and SLEEP INN brands. CHC is equally owned by Choice Hotels International Licensing ULC, a company formed in May 2008 under the laws of the Province of Alberta, Canada, and a wholly owned subsidiary of Choice BV, and by InnVest Management Holdings Limited. Further, as a part of the Radisson purchase, Choice acquired the rights in Radisson Hotels Canada, Inc. (Radisson Canada”), which is a British Columbia corporation incorporated on May 9, 2011, and Radisson Canada currently offers franchises in Canada for hotels under the Radisson Blu, Radisson®, Country Inn & Suites® by Radisson, and Park Inn by Radisson names, and previously offered franchises under the Radisson RED, Radisson Individuals and Radisson Inn & Suites names. Radisson Canada began offering franchises in 2011. Unless otherwise noted, all of these subsidiaries share our principal business address, and have not operated any hotels or offered franchises in any other line of business. As of December 31, 2022, there were approximately 1,191 Choice franchised hotels (inclusive of 90 Radisson franchised hotels) operating in these various countries.

In 2013, we established a subsidiary, SkyTouch Solutions, LLC, that develops and markets cloud-based technology products, including inventory management, pricing and connectivity to third party channels, to hoteliers who do not have franchise agreements with us.

Choice Privileges Loyalty Services, LLC is a Delaware limited liability company formed on June 12, 2017 (“CPLS”). CPLS owns, operates and administers the Choice Privileges® guest rewards program. Its principal business address is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

On August 11, 2022, Choice completed its purchase of Radisson Hospitality, Inc. pursuant to a

Share Sale and Purchase Agreement dated June 12, 2022 (“Purchase Agreement”). Under the Purchase Agreement, Choice purchased 100% of Radisson Holdings, Inc.’s equity interest in Radisson Hospitality, Inc. (a Minnesota corporation incorporated on March 3, 1998) and its subsidiaries (collectively, “Radisson”). Radisson is now a wholly owned subsidiary of Choice.

Radisson was a hospitality franchisor of the following portfolio of brands that were the subject of the Purchase Agreement: Radisson Collection®; Radisson Blu®; Radisson®; Radisson RED®; Radisson Individuals®; Radisson Inn & Suites®; Park Plaza®; Park Inn® by Radisson; and Country Inn & Suites® by Radisson (the “Radisson Brands”). Radisson owned the rights to these brands in the United States, Canada, Latin America, and the Caribbean (the “Americas”). Pursuant to the Purchase Agreement, Choice did not purchase any interest in Radisson Hotel Group, which owns the rights to Radisson Hotels in Europe, the Middle East, Africa, and Asia Pacific.

As a part of the purchase, we also acquired Radisson Hotels Management Corporation, a company incorporated in 1979 under the laws of New Jersey, which manages several Radisson Brand hotels owned by us or other unrelated parties. (See Item 1 below.) In addition, Radisson Hotels Canada, Inc. (Radisson Canada”), is a British Columbia corporation incorporated on May 9, 2011, and a wholly owned subsidiary of Radisson Hospitality, Inc. Radisson Canada offers franchises in Canada for hotels under the Radisson Blu, Radisson®, Country Inn & Suites® by Radisson, and Park Inn by Radisson names, and previously offered franchises under the Radisson RED, Radisson Individuals and Radisson Inn & Suites names. Radisson Canada began offering franchises in 2011. Further, Radisson through various subsidiaries and affiliates owns companies that supply goods and services to franchisees. Radisson Procurement, Inc. (“RP”) d/b/a Strategic Sourcing purchases goods and services for resale to third parties, including the franchisees of its various affiliates. Radisson provides marketing, sales, technology and public relation services to franchisees. Unless otherwise noted, all of these subsidiaries share our principal business address, and have not operated any hotels or offered franchises in any other line of business.

Except as set forth in this Item 1, we do not have any other parents, predecessors or affiliates that must be disclosed.

### **SUBURBAN HOTEL Franchises.**

We began offering franchises under the trademark SUBURBAN EXTENDED STAY HOTEL in 2005. In 2022, we rebranded to SUBURBAN STUDIOS (“SUBURBAN hotels”). SUBURBAN hotels offer competitive rates for stays of one week or more. Rooms at SUBURBAN hotels are spacious and feature a well-equipped kitchen and free high-speed internet access. In addition, SUBURBAN hotels offer a modular “kitchen in a box” design to help with the conversion into an economy extended stay SUBURBAN hotel.

Neither we, nor any current affiliate or predecessor, has owned or operated a SUBURBAN franchise.

The information in this Disclosure Document applies to both new construction and conversion of existing hotels, except where otherwise disclosed in this Disclosure Document. The Franchise Agreement authorizes you to use the SUBURBAN trade name and service marks to operate and to identify the class of hotel facility, and permits you to use the distinctive identity, trade dress, methods and system for conducting the hotel business at the franchised hotel.

Your receipt of this Disclosure Document does not mean that you will be approved as a franchisee or that you may develop or open any of our franchised hotels. Before you may develop and open any of our franchised hotels, we must approve you as a franchisee, we must approve the location of your proposed

hotel, you must attend and successfully complete our training programs, we and you must sign the Franchise Agreement (Exhibit D) and if applicable a Master Development Agreement (Exhibit E), and you must pay the affiliation fee. You should not acquire any interest in a site for a hotel until, at the earliest, you are approved by us as a franchisee.

### **General Market and Competition.**

The market for hotel services is generally well developed but will largely depend on your hotel's location, size and type of operation (for example, resort location, hotel for frequent business travelers, etc.). Franchisees typically seek customers and business referrals from the local community and solicit business from tour and travel groups on a regional and national level. Depending on the location of the hotel, sales may increase or decrease significantly on a seasonal basis.

Your competitors will include other chain-affiliated hotels (including our hotel brands) and independent hotels and motels in the area where your hotel is located. You may also face competition from vacation rental properties, such as VRBO and AirBNB.

### **Other Choice Hotels Brands.**

We franchise other hotel brands under the Choice Marks as defined in Item 13. We have franchised full service, mid-priced hotels under the trademark QUALITY INN since 1968 and under the trademark CLARION since 1987. QUALITY INN, provides an accommodating environment, friendly service and a continental breakfast. All-suites hotels within the QUALITY brand are known as QUALITY SUITES hotels. CLARION branded hotels offer guests a quality of service, amenities and inviting atmosphere associated with finer hotels, but at an affordable price. These hotels offer free high-speed internet access, and most locations offer a full-service restaurant, room service, swimming pool and fitness center. In 2018, we began franchising limited-service hotels under the trademark CLARION POINTE, which offer affordable accommodations with comfortable, contemporary rooms, free high-speed internet access, and a free better-for-you breakfast.

We have franchised limited service, mid-scale hotels under the trademark COMFORT since 1981 and under the trademark SLEEP INN since 1987. We also have franchised limited service, economy and budget hotels under the trademark ECONO LODGE since 1990 and under the trademark RODEWAY INN since 1990, respectively. COMFORT provides a warm atmosphere, friendly service including free breakfast, in-room coffee and free high-speed internet access. All-suites hotels under the COMFORT brand are offered under the COMFORT SUITES trademark. SLEEP INN branded hotels provide exceptional service and value in a familiar atmosphere with carefully maintained facilities. SLEEP INN branded hotels that contain at least 10% suites may operate under the SLEEP INN & SUITES trademark. ECONO LODGE branded hotels provide a comfortable stay at a great value for business and leisure travelers. RODEWAY INN branded hotels are budget segment hotels for value-oriented travelers that offer a welcoming and efficient environment at an economy price.

We have franchised extended stay, limited-service hotels under the trademark MAINSTAY SUITES since 1996. MAINSTAY SUITES offers residential style amenities and affordable rates. Each MAINSTAY SUITES hotel room offers ample space for an extended stay, with areas for dressing, relaxing, sleeping and eating, and includes a well-equipped kitchen.

We acquired the WOODSPRING SUITES brand from WoodSpring Hotels Franchise Services LLC, a Kansas limited liability company ("WHFS") in 2018. From 2004 to April 2015, WHFS offered extended-stay franchises under the name "VALUE PLACE," and in 2015 WHFS changed the brand to

“WOODSPRING SUITES.” We began offering franchises under the trademark WOODSPRING SUITES in February 2018. WOODSPRING SUITES hotels are extended stay, limited services hotels that offer customers the value of a furnished room with kitchen facilities, together with terms and conditions, services and amenities associated with extended-stay hotels, including easy check-in, one-week stays, and periodic housekeeping.

We began offering EVERHOME SUITES franchises in November 2019. EVERHOME SUITES offers in the mid-scale space studio and larger one-bedroom options, all of which include a fully equipped, modern kitchen complete with a full-sized refrigerator, dishwasher, stovetop, microwave, and ample counter space. Dishes, utensils, glassware, and cookware will be provided in room for free to enable guests to cook their own meals. Small appliances, such as blenders, crock-pots, and electric indoor grills, will be available to rent at the front desk.

We have franchised hotels under the trademark CAMBRIA since 2004. CAMBRIA is an upscale, select-service hotel brand designed for guests who want to take their lifestyle with them when traveling. CAMBRIA branded hotels feature a stylish design that creates a unique sense of place, within our design framework—optimized for operational excellence, financial performance and guest appeal.

We also offer hotels under the trademark ASCEND, which is a special group of boutique, unique or historic hotels that have a strong local identity and share a common commitment to outstanding guest service. ASCEND member hotels range from historic to themed to contemporary and offer amenities, including operation of an onsite, upscale dining restaurant or are located within one city block of an upscale dining restaurant. From April 1, 2005 through April 30, 2008, we offered franchises for a similar concept under the trademark CLARION COLLECTION. As of December 31, 2022, there were three CLARION COLLECTION franchises open in the United States. ASCEND member hotels typically will be conversions of existing hotels that retain their existing name followed by the words, “ASCEND HOTEL COLLECTION” or “ASCEND RESORT COLLECTION” for local marketing and signage purposes.

We began offering franchises for COUNTRY INN & SUITES through our subsidiary in August 2022 and directly since April 2023. Previously, Country Inn & Suites by Radisson, Inc. (“CIS Radisson”), a Minnesota corporation incorporated on July 22, 1986, conducted business under the corporate name Country Inns & Suites By Carlson, Inc., and granted franchises under the trade names “Country Inns & Suites By Carlson,” “Country Inn By Carlson” and “Country Suites By Carlson” from 1987 until September 29, 2017. On September 29, 2017, the corporate name was changed to Country Inn & Suites by Radisson, Inc. and it began conducting business and granting franchises under the trade names “Country Inns & Suites by Radisson” from that date and until March 2023.

We began offering RADISSON franchises through our subsidiary in August 2022 and directly since April 2023. From 1983 to 2023, Radisson Hotels International, Inc. (“Radisson International”), a Delaware corporation incorporated on August 15, 1983, and a wholly owned subsidiary of Radisson Hospitality, Inc., franchised hotels under the RADISSON brand. RADISSON is a full-service hotel brand that offers bright welcoming spaces and amenities, including breakfast options and free Wi-Fi. RADISSON franchises are offered for three different classes, each aimed at a slightly different segment of travelers: resort class; suite class; and hotel class. Some of the differences between these classes are the location and size of the RADISSON hotel and the size and type of the guestrooms in the hotel.

We began offering RADISSON BLU franchises through our subsidiary in August 2022 and directly since April 2023. From 2015 to 2023, Radisson International franchised hotels under the RADISSON BLU brand. RADISSON BLU is an upper upscale hotel that has a full range of first-class hotel services but maintain its individuality reflecting the uniqueness of the market in which it is located. RADISSON BLU

hotels appeal to both leisure and business travelers and customers looking for meeting and/or event space.

We began offering franchises under the name PARK INN, PARK INN BY RADISSON and PARK INN BY RADISSON RESIDENCES through our subsidiary in August 2022 and directly since April 2023. From 2000 to 2023, Park Hospitality LLC (“Park”), a Delaware limited liability company organized on June 13, 2000, and a wholly-owned indirect subsidiary of Radisson Hospitality, Inc., operated and franchised hotels under the name PARK INN or PARK INN BY RADISSON and began offering the extended stay PARK INN BY RADISSON RESIDENCES option in 2020. In addition to guestrooms and a lobby area, these PARK INN hotels may include various amenities and facilities typically provided at upper-economy and midscale hotels, such as a swimming pool, a restaurant, a cocktail lounge (where legally permitted), a business center, room service, a banquet area and meeting rooms. A PARK INN RESIDENCES Hotel may include extended stay amenities, such as common laundry facilities and in-room kitchenettes.

Our predecessor, Radisson International, has offered or sold franchises for the Radisson Collection, Radisson Red, and Radisson Individuals brands. Similarly, our predecessor, Park, has offered or sold franchises for the Park Plaza brand. Our predecessor CIS Radisson previously offered or sold franchises for the Radisson Inn & Suites brand. As of the date of this Disclosure Document, we are not actively offering or selling franchises for these brands, although this may change in the future.

As of December 31, 2022, the following Choice Brands were open and operating in the United States: 177 ASCEND hotel franchises; 59 CAMBRIA hotel franchises; 121 CLARION hotel franchises; 3 CLARION COLLECTION hotel franchises; 55 CLARION POINTE hotel franchises; 1,655 COMFORT INN, COMFORT INN & SUITES, and COMFORT SUITES hotel franchises; 429 COUNTRY hotel franchises; 702 ECONO LODGE hotel franchises; 1 EVERHOME SUITES hotel franchises; 115 MAINSTAY SUITES hotel franchises; 4 PARK INN hotel franchises; 0 PARK PLAZA hotel franchises; 1,633 QUALITY hotel franchises; 57 RADISSON hotel franchises; 1 RADISSON BLU hotel franchises; 2 RADISSON INDIVIDUALS hotel franchises; 0 RADISSON INN & SUITES hotel franchises; 1 RADISSON RED hotel franchises; 503 RODEWAY INN hotel franchises; 423 SLEEP INN and SLEEP INN & SUITES hotel franchises; 75 SUBURBAN franchises; and 212 WOODSPRING SUITES. The above includes the following hotels that Choice operates, but does not own: 6 Radisson hotels located in Phoenix, Arizona; Sunnyvale, California; Nashville, Tennessee; Salt Lake City, Utah; Seattle, Washington; and La Crosse, Wisconsin; 1 Radisson Blu hotel located in Chicago, Illinois; and 3 Country Inn & Suites located in San Diego, California; Brooklyn Center, Minnesota; and Bothell, Washington. Not included in this list are six CAMBRIA hotels owned by Choice, which are operated by third party management companies. Choice intends to franchise all company-owned CAMBRIA hotels in the near future. Also not included are the following hotels that Choice owns and operates: a Radisson Blu hotel located in Bloomington, Minnesota; a Radisson RED hotel located in Minneapolis, Minnesota; and a dual brand Country Inn & Suites and Park Plaza hotel located in Bloomington, Minnesota.

### **Industry Specific Laws and Regulations.**

Your franchised hotel will be subject to significant federal, state and local laws and regulations applicable to businesses generally and those specific to the hotel industry, including regulations regarding zoning and building, occupational health and safety, labor, licensing and bonding, food, insurance, advertising, liquor licenses, sales, income and other taxes, the Americans with Disabilities Act, privacy and data collection, and posting of hotel room rates and registration and identification of guests. There may be other laws and regulations applicable to the hotel industry or businesses generally, with which you must comply. You should consult with your attorney concerning these laws and regulations.

Except as described in this Item 1, we have not offered franchises in any other line of business, and we do not engage in any franchise business not described in this Item 1.

## ITEM 2

### BUSINESS EXPERIENCE

#### OFFICERS

**Director, President and Chief Executive Officer: Patrick S. Pacious**

Mr. Pacious has been a Director, President and Chief Executive Officer since September 2017. He is based in our Rockville, Maryland corporate office.

**Chief Human Resources Officer: Patrick J. Cimerola**

Mr. Cimerola has been Chief Human Resources Officer since 2015. He is based in our Rockville, Maryland corporate office.

**Senior Vice President, Chief Development Officer: David A. Pepper**

Mr. Pepper has been Senior Vice President, Chief Development Officer since May 2015. He is based in our Rockville, Maryland corporate office.

**Chief Financial Officer: Dominic E. Dragisich**

Mr. Dragisich has been Chief Financial Officer since March 2017. He is based in our Rockville, Maryland corporate office.

**Senior Vice President, General Counsel, Corporate Secretary and External Affairs: Simone Wu**

Ms. Wu has been Senior Vice President, General Counsel, Corporate Secretary and External Affairs since 2015. She is based in our Rockville, Maryland corporate office.

**Senior Vice President, Upscale Brands: Janis Cannon**

Ms. Cannon has been Senior Vice President, Upscale Brands since April 2015. She is based in our Rockville, Maryland corporate office.

**Senior Vice President, Real Estate and Finance: Scott E. Oaksmith**

Mr. Oaksmith has been Senior Vice President, Real Estate and Finance since March 2020. Previously, he was Senior Vice President, Finance & Chief Accounting Officer from May 2016 to March 2020. He is based in our Rockville, Maryland corporate office.

**Chief Commercial Officer: Robert McDowell**

Mr. McDowell has been Chief Commercial Officer since February 2016. He is based in our Rockville, Maryland corporate office.

**Senior Vice President, Enterprise Operations and Technology: John E. Bonds**

Mr. Bonds has been Senior Vice President, Enterprise Operations and Technology since September 2017. He is based in our Rockville, Maryland corporate office.

**Chief Strategy and International Operations Officer: Raul Ramirez Sanchez**

Mr. Ramirez Sanchez has been Chief Strategy and International Operations Officer since October 2021. He was Senior Vice President, Head of International, Corporate Strategic and Financial Planning from June 2020 to October 2021. He was Senior Vice President, International Strategic Planning and Global Head of Financial Planning and Analysis from August 2019 to June 2020 and was Vice President, Strategic Finance and Financial Planning and Analysis from August 2017 to August 2019. He is based in our Rockville, Maryland corporate office. Previously, he was Head of Finance, XO Business Unit for Verizon Communications in Herndon, Virginia from February 2019 to August 2019 and was employed at XO Communications as Vice President, Financial Planning and Analysis and Corporate Development from September 2015 until January 2019.

**Deputy General Counsel and Assistant Secretary: Jeff Lobb**

Mr. Lobb has been Deputy General Counsel since February 2017 and has been Assistant Secretary since September 2015. He is based in our Rockville, Maryland corporate office.

**OTHER EXECUTIVES WITH MANAGEMENT RESPONSIBILITY RELATING TO THE SALE OR OPERATION OF OUR FRANCHISES**

**Chief Information Officer: Brian Kirkland**

Mr. Kirkland has been Chief Information Officer since July 2021. Previously, he was Chief Technology Officer from January 2018 to July 2021. He is based in our Scottsdale, Arizona corporate office.

**Vice President and General Manager Signature and Foundation Brands: Timothy R. Shuy**

Mr. Shuy has been Vice President and General Manager Signature and Foundation Brands since September 2022. Previously, he was a Vice President, Owner and Portfolio Strategy for Choice from September 2015 to August 2022. He is based in our Rockville, Maryland corporate office.

**Senior Vice President, Upscale Brands Development: Mark Shalala**

Mr. Shalala has been Senior Vice President, Upscale Brands Development since January 2020. He was Vice President, Upscale Brands Development from January 2017 to December 2019. He is based in his home office in Rockville, Maryland.

**Senior Vice President, Foundation Brands Development: Tom Nee**

Mr. Nee has been Senior Vice President, Foundation Brands Development since January 2017. He is based in his home office in Rockville, Maryland.

**Vice President, Environmental, Social and Governance: Megan Brumagim**

Ms. Brumagim has been Vice President, Environmental, Social and Governance since April 2022. Previously, she was Vice President, Brand Management, Design and Compliance from June 2019 to March 2022. She was Senior Director, Signature Brands for Choice Hotels from September 2017 to June 2019.

She is based in our Rockville, Maryland corporate office.

**Senior Vice President, Extended Stay Development: Ron Burgett**

Mr. Burgett has been Senior Vice President, Extended Stay Development since January 2020. Previously, Mr. Burgett was Vice President, Franchise Development, WoodSpring from February 2018 to January 2020. He is based in our Rockville, Maryland corporate office.

**Senior Vice President, Franchise Development: Jason Cowan**

Mr. Cowan has been Senior Vice President, Franchise Development since January 2020. Previously, he was Regional Vice President, Franchise Development from May 2018 to January 2020. He was Regional Vice President, Franchise Sales from January 2012 to April 2018. He is based in his home office located in Atlanta, Georgia.

**Vice President, Franchisee Onboarding and Learning: Timothy Tobin**

Mr. Tobin has been Vice President, Franchisee Onboarding and Learning since February 2018. He is based in our Rockville, Maryland corporate office.

**Vice President and GM, Extended Stay Brand: Anna Scozzafava**

Ms. Scozzafava has been Vice President and GM of Extended Stay since June 2019. Previously, she was Vice President of Strategy and Planning from November 2017 to June 2019. She is based in our Rockville, Maryland corporate office.

**Vice President, Franchise Services: Curtis Osekowsky**

Mr. Osekowsky has been Vice President, Franchise Performance since July 2022. Previously, he was a Vice President, Franchise Services for Choice from September 2018 to June 2022. He is based in our Rockville, Maryland corporate office. He was a Regional Vice President of Radisson Hotel Group in Minnetonka, Minnesota from April 2016 to February 2018.

**Vice President, Franchise Development: Brian Parker**

Mr. Parker has been Vice President, Franchise Development since January 2020. He was Regional Vice President, Franchise Sales from January 2012 to December 2019. He is based in his home office located in Plainfield, New Jersey.

**Vice President, Franchise Development: Nick DePaolo**

Mr. DePaolo has been Vice President, Franchise Development since January 2017. He was Regional Vice President, Franchise Development from April 2008 to January 2017. He is based in his home office located in Chicago, Illinois.

**Vice President, Franchise Development: Sonia Egyhazy**

Ms. Egyhazy has been Vice President, Franchise Development since January 2019. Previously, she was Director of Development from December 2014 to December 2018. She is based in her home office located in Jacksonville, Florida.



**Vice President of Hotel Development – Ascend Hotel Collection: Pete Metzger**

Mr. Metzger has been Vice President of Hotel Development-Ascend Hotel Collection since January 2020. Previously, he was Regional Vice President Ascend Collection Development – Ascend Hotel Collection from May 2018 to January 2020. He was Director of Development from January 2013 to August 2018. He is based in his home office located in Columbia, South Carolina.

**Vice President, Franchise Development: Anthony Goldstein**

Mr. Goldstein has been Vice President, Franchise Development since January 2020. Previously, he was Regional Vice President, Franchise Development from May 2018 to January 2020. He was Regional Vice President, Franchise Sales from July 2017 to April 2018. He is based in his home office located in San Diego, California.

**Vice President, Franchise Development: Keith Jones**

Mr. Jones has been Vice President, Franchise Development since January 2022. Previously, he was Regional Vice President, Franchise Development from March 2018 to December 2021. He is based in his home office located in Austin, Texas.

**Vice President, Franchise Development: Robert O’Leary**

Mr. O’Leary has been Vice President, Franchise Development since January 2022. Previously, Mr. O’Leary was Regional Vice President, Franchise Development from March 2018 to December 2021. He is based in his home office located in Tampa, Florida.

**Vice President, Franchise Sales Development U.S. – Country Inn & Suites: Hemant Patel**

Mr. Patel has been a Vice President, Franchise Sales Development U.S. – Country Inn & Suites since January 2023. Previously, he was a Vice President, Franchise Development for Choice from February 2021 to December 2022. He was a Regional Vice President, Franchise Development for Choice from January 2020 to February 2021. He was also Director of Franchise Development from January 2014 to January 2020. He is based in his home office located in Tallahassee, Florida.

**Vice President, Franchise Development: Scott Andrews**

Mr. Andrews has been Vice President, Franchise Development since July 2019. He is based in our Scottsdale, Arizona corporate office. Previously, he was a Regional Vice President for Wyndham Hotel Group in Parsippany, New Jersey from July 2015 to June 2019.

**Vice President, Foundation Brands Development: Christopher Martinez**

Mr. Martinez has been a Vice President, Foundations Brands Development since January 2023. Previously, he was a Regional Vice President Development for Choice from January 2020 to January 2023. He was a Director of Franchise Sales and Development from January 2007 to January 2020. Chris is based in his home office in Tampa, Florida.

**Regional Vice President, Franchise Services: Byron Bean**

Mr. Bean has been Regional Vice President, Franchise Services since February 2005. He is based in his home office located in Sacramento, California.

**Regional Vice President, Franchise Services: Jill Burke**

Ms. Burke has been Regional Vice President, Franchise Services since January 2019. She was a Regional Area Director from May 2016 to January 2019. She is based in her home office located in Columbus, Ohio.

**Regional Vice President, Franchise Performance: Michelle Masters**

Ms. Masters has been Regional Vice President, Franchise Performance since April 2019. She is based in her home office located in St. Paul, Minnesota. She was Regional Vice President, Operations of Radisson Hotel Group in Minnetonka, Minnesota from November 2002 to April 2019.

**Regional Vice President, Franchise Services: Odette Brown**

Ms. Brown has been Regional Vice President since January 2021. Previously, she was a Regional Area Director from January 2018 to December 2020. She is based in her home office located in Little Rock, Arkansas.

**Regional Vice President, Franchise Services, Extended Stay Brands: D. Glenn McFarland**

Mr. McFarland has been Regional Vice President, Franchise Services, Extended Stay Brands since February 2018. He is based in his home office located in Turlock, California.

**Regional Vice President, Franchise Performance: Barry O’Neill**

Mr. O’Neill has served as a Regional Vice President, Franchise Performance, for Choice since August 2022. Previously, he was a Vice President of Franchise Operations for Radisson, Country and Park from April 2020 to August 2022. He served as the Regional Vice President for these companies from May 2019 to April 2020. He joined Radisson Hospitality and its affiliates in 2007 and served from September 2018 to May 2019 as Senior Director, Operations & Guest Experience and from October 2017 to September 2018 as Regional Director. He is based in Minneapolis, Minnesota.

**Senior Director, Relicensing: James Rudeau**

Mr. Rudeau has been Senior Director, Relicensing since April 2005. He is based in our Rockville, Maryland corporate office.

**Project Director, Relicensing: Phil Carandang**

Mr. Carandang has been Project Director, Relicensing since March 2015. He is based in his home office located in Columbia, South Carolina.

**Senior Director, Onboarding Services: Colleen Kruse**

Ms. Kruse has been Senior Director, Onboarding Services since January 2020. Previously, she was a Director, Franchise Development Operations from January 2015 to January 2020. She is based in our Rockville, Maryland corporate office.

**DIRECTORS**

**Chairman of the Board: Stewart W. Bainum, Jr.**

Mr. Bainum has been a Director and Chairman of the Board of Choice Hotels since October 1997. He has also been Chairman of the Board of Realty Investment Company, Inc., in Silver Spring, Maryland since December 2005. Mr. Bainum has been Chairman of the Board of Sunburst Hospitality Corporation, in Silver Spring, Maryland since November 1996.

**Director: Brian B. Bainum**

Mr. Bainum has been a Director since April 2019. He has been a Management Consultant and Director of SunBridge Capital Management, LLC, in Chevy Chase, Maryland since January 2017. Previously, Mr. Bainum was a Management Consultant at Deloitte in Rockville, Maryland from September 2017 through October 2018.

**Director: Ervin R. Shames**

Mr. Shames has been a Director since April 2002. He has been an independent management advisor to consumer goods and services companies based out of Wilton, Connecticut since January 1995.

**Director: William L. Jews**

Mr. Jews has been a Director since March 2006 and was also a Director from 2000 to 2005. Mr. Jews has also been Chairman of the Ryland Group, in Calabasas, California since February 2010. He has been a Director of Fortress International Group, in Columbia, Maryland since August 2007 and a Director of KCI Technologies, Inc., in Sparks, Maryland since December 2009.

**Director: John P. Tague**

Mr. Tague has been a Director since February 2012. He has been Chief Executive Officer of Greatwide Logistics Services, Inc., in Dallas, Texas since July 2011.

**Director: Monte J. M. Koch**

Mr. Koch has been a Director since March 2014. He has been Vice Chairman of the Board of Directors of Auction.com, in Irvine, California since July 2012. He has been a Director of the National Business Aviation Association located in Washington, DC since November 2005.

**Director: Liza K. Landsman**

Ms. Landsman has been a Director since October 2014. She has been Chief Customer Officer at Jet.com, Inc. in Montclair, New Jersey since March 2015.

**Director: Maureen Sullivan**

Ms. Sullivan has been a Director since November 2018. She has been Chief Operating Officer of Rent the Runway, Inc. in New York, New York since September 2015.

**Director: Donna F. Vieira**

Ms. Vieira has been a Director since July 2021. She has been an Executive Vice President and Chief Commercial Officer at Sallie Mae in Newark, Delaware since September 2020. She was previously the Chief Marketing Officer of Consumer Bank & Chase Wealth Management with JP Morgan Chase in New York, New York, from May 2014 to January 2019.

**Director: Gordan A. Smith**

Mr. Smith has been a Director since May 2022 and was a Director of Choice from 2004 to 2017. He is the former Co-President and Chief Operating Officer of JPMorgan Chase & Co. based in New York, New York, from June 2007 until retiring in January 2022. He was previously CEO of Consumer & Community Banking at JP Morgan Chase from 2012 to 2021.

**ITEM 3**

**LITIGATION**

**I. PENDING LITIGATION AND ARBITRATION DEMANDS**

- (1) Norma Knuth v. Radisson Hotels International, Inc., et al.  
Court of Queen's Bench for Saskatchewan, Court File No. QBG No. 2560 of 2014

On December 5, 2014, Norma Knuth filed a complaint under the Class Actions Act against over 25 named defendants, including Country, alleging that the defendants wrongfully collected undisclosed destination marketing fees ("DMF") charged to the plaintiff and other class members by hotels located in Canada that were owned, operated or managed by the defendants. On December 29, 2015, the plaintiff amended and expanded its complaint alleging, among other things, that the class included those who paid the fee to a hotel in Canada branded by one of the defendants and that the defendants that did not directly charge or collect the fee approved of it and encouraged the imposition of the DMF. The plaintiff has alleged that the collection of the DMF violated The Consumer Protection Act, was negligent, unjustly enriched the defendants and constituted a Waiver of Tort. The plaintiff has demanded, on behalf of the class, disgorgement of any fees and revenue received by the defendants generated by imposition of the fee, and an order that the defendants are jointly and severally liable for restitution of \$403,000,000, general and punitive damages, costs of notice, interest and any other relief the court deems appropriate. The class has yet to be certified. We filed a motion for summary judgment on October 3, 2016. On June 2, 2017, Radisson and Country filed a Statement of Claim against 2 current and 3 former franchisees/licensees, that had not entered into tolling agreements, seeking contribution and indemnification. On August 29, 2019, the court denied Radisson's motion for summary judgment, holding that it was premature. Radisson intends to reassert its summary judgment motion arguments at the appropriate time.

- (2) Radisson Hotels International, Inc. v. 205 Wolf Holdings, LLC; 205 Wolf Land, LLC; Appleton Holdings, LLC; Appleton Land,.; 204 Fox Holdings, LLC; 204 Fox Land, LLC; 5500 Midland Holdings, LLC; 5500 Midland Land, LLC; 100 Berlin Holdings, LLC; 100 Berlin Land, LLC; 50 Morgan Hospitality Group, LLC; M&G Capital, LLC; Inner Circle High Point, LLC; Highpoint Land, LLC; Timonium Recovery Trust, LLC; and HISJ Holdings, LLC, Fourth Judicial District, Hennepin County, Minnesota, Case No. 27-CV-18-4230

On March 12, 2018, Radisson filed a complaint against former licensees or guarantors 205 Wolf Holdings, LLC; 205 Wolf Land, LLC; Appleton Holdings, LLC; Appleton Land,.; 204 Fox Holdings, LLC; 204 Fox Land, LLC; 5500 Midland Holdings, LLC; 5500 Midland Land, LLC; 100 Berlin Holdings, LLC; 100 Berlin Land, LLC; 50 Morgan Hospitality Group, LLC; M&G Capital, LLC; Inner Circle High Point, LLC; Highpoint Land, LLC; Timonium Recovery Trust, LLC; and HISJ Holdings, LLC (collectively "Inner Circle Licensees") asserting breach of their individual license (franchise) agreements with Radisson and/or their corporate guaranties of those license agreements, and the licensees' collective breach of the Global Settlement Agreement they each had entered into with Radisson to resolve certain issues under their license

agreements. Radisson seeks to recover the fees and damages it believes it is entitled to under the terms of the license agreements, corporate guaranties, and the Global Settlement Agreement. On March 30, 2018, Radisson amended its complaint to assert claims against certain Inner Circle Licensees for fraudulent inducement of the Global Settlement Agreement and to seek additional damages and attorneys' fees. On May 23, 2018, Radisson again amended its complaint to assert fraudulent inducement claims against additional Inner Circle Licensees and to seek additional damages and attorney's fees. On June 12, 2018, the Inner Circle Licensees filed a motion to dismiss, which was denied in its entirety by the court on December 12, 2018. On January 17, 2019, Inner Circle Licensees filed their answer to Radisson's amended complaint and asserted counterclaims against Radisson for breach of contract, unjust enrichment, promissory estoppel, criminal conversion and civil theft, fraud and tortious interference. Inner Circle Licensees are seeking actual and, in some cases, statutory damages, plus punitive damages and attorneys' fees. On February 19, 2019, Radisson filed a motion to dismiss Inner Circle Licensees' unjust enrichment, promissory estoppel, criminal conversion and civil theft, fraud, and tortious interference counterclaims. On April 9, 2019, Inner Circle Licensees filed a motion for default judgment on their breach of contract counterclaim. On July 11, 2019, the Court issued an order denying Inner Circle Licensee's motion for default and issued a separate order granting in part and denying in part Radisson's partial motion to dismiss Inner Circle Licensee's counterclaims. In July 2019, all of the guarantors and one of the operating entities filed for Chapter 11 bankruptcy. The case has been placed on the inactive docket while the parties decide whether to continue the case in light of the bankruptcy filing. By Order dated January 3, 2023, the Court lifted the stay and moved the case back to the active docket. The Defendants' bankruptcy action has since been resolved as it relates to RHI's interests and RHI has determined that there is no benefit to continuing to prosecute the state court action against the Defendants. Therefore, RHI is seeking to have the case dismissed with prejudice. A case status conference with Court is scheduled for April 21, 2023.

- (3) Jai Sai Baba, LLC, et al. v. Choice Hotels International, Inc., et al.  
United States District Court for the Eastern District of Pennsylvania, Case No. 2:20-cv-02823

On June 12, 2020 (amended on July 15, 2020), approximately ninety current and former franchise owners that own and operate one or more Choice branded hotels ("Plaintiffs") filed suit against Choice Hotels ("Choice") and Choice Hotels Owner Council ("CHOC") (Choice and CHOC collectively referred to as "Defendants"). In the complaint, the Plaintiffs allege that the Defendants engaged in discriminatory and anti-competitive practices and violated the Racketeer Influenced and Corrupt Organizations Act, the Sherman Act, the Civil Rights Act, and various state franchise laws. Additionally, the Defendants have claimed that Choice is in breach of contract, has breached the implied duty of good faith and fair dealing and committed common law fraud. The Plaintiffs are seeking unspecified actual damages, punitive damages, consequential and/or compensatory damages, attorneys' fees, costs and interest, a declaratory judgment that certain allegedly unconscionable provisions are unenforceable, an accounting of all fees paid by Plaintiffs, an order for restitution and the rescission of Maryland franchise agreements, a declaratory judgment that some or all franchise agreements are terminated, and certain permanent injunctive relief. On July 29, 2020, Choice filed a motion to stay the litigation and compel individual arbitration proceedings. On March 19, 2021, the Court granted motion. This case remains stayed, and the parties provide the Court with monthly status updates.

The following arbitrations have been filed in conjunction with this case:

- A. Choice Hotels International, Inc. v. DIP Hospitality, LLC, et al.  
American Arbitration Association, Case #01-21-0003-7036

On April 9, 2021, Choice Hotels International, Inc. initiated this arbitration to pursue

contractually due franchise fees, a promissory note balance and lost profit damages from the franchisees in the amount of \$498,495.93. On May 19, 2021, Franchisees filed a counterclaim against Choice in the amount of \$3,000,000. The arbitration hearing is scheduled to begin on May 15, 2023. The hearing will be a hybrid of virtual and in-person to be held in Rockville, MD.

- B. Jai Sai Baba, LLC, et al v. Choice Hotels International, Inc., et al.  
American Arbitration Association, Case #01-21-0004-5568

On June 29, 2021, Jai Sai Baba, LLC and Dipesh Patel filed an arbitration against Choice Hotels International, Inc. and Choice Hotels Owners Council in conjunction with the underlying action. The arbitration hearing concluded in 2022. The hearing was hybrid of virtual and in-person in Rockville, MD. On January 12, 2023, a final arbitration award was entered in favor of Choice in the amount of \$675,065.43. On February 12, 2023, Respondents filed a motion to vacate the arbitration award and transfer the venue from Maryland to Pennsylvania.

- C. Highmark Lodging, LLC, et al. v. Choice Hotels International, Inc., et al.  
American Arbitration Association, Case #01-21-0004-5554

On June 29, 2021, Highmark Lodging, LLC and Darshan Patel filed an arbitration against Choice Hotels International, Inc. and Choice Hotels Owners Council in conjunction with the underlying action. The arbitration hearing concluded in February 2023, and the parties are waiting for an arbitration award to be issued in the matter.

- D. Dahya Investments Incorporated, et al. v. Choice Hotels International, Inc., et al.  
American Arbitration Association, Case #01-21-0004-5563

On June 29, 2021, Dahya Investments Incorporated and Dinu Patel filed an arbitration against Choice Hotels International, Inc. and Choice Hotels Owners Council in conjunction with the underlying action. The arbitration hearing concluded in 2022, and the parties are waiting on an arbitration award to be issued in the matter.

## II. ACTIONS INVOLVING THE FRANCHISE RELATIONSHIP IN PRIOR FISCAL YEAR

### A. ACTIONS INITIATED BY CHOICE HOTELS TO RECOVER ROYALTIES, LIQUIDATED DAMAGES AND OTHER DEBTS OWED TO CHOICE HOTELS

Defendant or Respondent	Venue	Case Number	Filing Date
Avsar Hotel Enterprise, Inc., Hiren Shah and Nilesh Sheth	United States District Court for the District of Maryland, Southern Division	8:2022cv00228	January 31, 2022
Manistee Hotel, Inc., Vishwajit Jariwala, and Jinal Jariwala	Circuit Court for Montgomery County, Maryland	C15CV22000509	January 31, 2022

<b>Defendant or Respondent</b>	<b>Venue</b>	<b>Case Number</b>	<b>Filing Date</b>
Imperial Group, Inc., and Adnan Z. Chaudhry	United States District Court for the District of Maryland, Southern Division	8:2022cv00745	March 28, 2022
Seven Star Hotels Group, Inc., Khurram Chaudhry, and Mohamad Ayache	United States District Court for the District of Maryland, Southern Division	8:2022cv00748	March 28, 2022
Riverstone Hospitality Inc., Lakeview Hotel, LLC, Dhaval S. Patel, Radheshyam I. Thakkar, and Pratixaben J. Patel	United States District Court for the District of Maryland, Southern Division	8:2022cv01063	May 2, 2022
ABS Hotels, Inc., Amit Bansal and Sucha Singh	Circuit Court for Montgomery County, Maryland	C15CV22001787	May 3, 2022
Misri, Inc., and Anil Patel	Circuit Court for Montgomery County, Maryland	C15CV22001303	May 5, 2022
Ramji Hospitality, LLC, Pratik K. Ahir, and Karankumar Ahir	United States District Court for the District of Maryland, Southern Division	8:2022cv01607	June 29, 2022
Shree Properties, LLC and Roopa Patel	American Arbitration Association	01-22-0002-9144	July 11, 2022
Vipul Patel	American Arbitration Association	01-22-0003-2793	July 29, 2022
Reddy Co. 3, LLC and Kami Reddy	American Arbitration Association	01-22-0003-2753	July 29, 2022
Hanuomsai Investments, LLC, Rakesh Patel and Rita Patel	American Arbitration Association	01-22-0003-4979	August 16, 2022
Spargo, LLC and Kevin McDowell	American Arbitration Association	01-22-0003-4994	August 16, 2022

<b>Defendant or Respondent</b>	<b>Venue</b>	<b>Case Number</b>	<b>Filing Date</b>
Kaylee & Haley Hospitality, LLC, Kalpesh Ahir, Bhavesh Ahir, Erick Leon and Shantaben Ahir	Circuit Court for Montgomery County, Maryland	C15CV220003003	August 16,2022
John H. Roberts and W. Patrick Murphy	United States District Court for the District of Maryland, Southern Division	8:2022cv02091	August 19, 2022
VC Hospitality, LLC, Thomas Varish and Terry Paul Helwig	American Arbitration Association	01-22-0003-5872	August 22, 2022
Valpo 786, LLC, Hamza Rashid, Yaqoob Rana and Arc Valpo, LLC	American Arbitration Association	01-22-0003-8083	September 8, 2022
Kertra, LTD, Clemens V. Schwab, Jr. and Kerry Schwab	United States District Court for the District of Maryland, Southern Division	8:2022cv02304	September 12, 2022
Nick Patel	United States District Court for the District of Maryland, Southern Division	8:2022cv02310	September 12, 2022
Ewing Solar Corporation, Tony Ewing and Franklin Lassiter	American Arbitration Association	01-22-0004-0878	September 28, 2022
Durlabhji B. Ukani	American Arbitration Association	01-22-0004-0924	September 28, 2022
Stark Group, Inc., Marilyn Stark and George Stark	American Arbitration Association	01-22-0004-1099	September 29, 2022
Arvindkumar Patel	United States District Court for the District of Maryland, Southern Division	8:2022cv02658	October 17, 2022
Amber Motel, LLC, Yatish M. Shah and Chandrika Y. Shah	American Arbitration Association	01-22-0004-5636	October 27, 2022



<b>Defendant or Respondent</b>	<b>Venue</b>	<b>Case Number</b>	<b>Filing Date</b>
TM Hospitality, LLC and Hitendra Chokshi	American Arbitration Association	01-22-0004-5642	October 27, 2022
Amax, LLC, Sung In Seo and Il Kyung Bae	American Arbitration Association	01-22-0004-5662	October 27, 2022
Rootstown Hotel & Hospitality, LLC, Lodging Decisions, Inc., Shrinay Corporation, Saif U. Rehman, Jeff Todd Brown-Malogrides and Amrish Patel	United States District Court for the District of Maryland, Southern Division	8:2022cv02762	October 27, 2022
Orin Solomon	American Arbitration Association	01-22-0004-9880	November 28, 2022
Banyan TX, LLC, Jim Peterson and Banyan Strategies, LLC	American Arbitration Association	01-22-0005-0341	November 30, 2022
Lotus Motel, Inc., Joginder Chumber and Kaushalaya Devi Chumber	American Arbitration Association	01-22-0005-0316	December 1, 2022
Thakorji, Inc., Dhansukh Patel, Urmila Patel, Naresh Patel and Amit K. Patel	United States District Court for the District of Maryland, Southern Division	8:2022cv03092	December 1, 2022
S and D Hospitality, LLC, Dharmesh M. Patel and Sonal Patel	American Arbitration Association	01-22-0005-2307	December 13, 2022
Pioneer Hotel Group, Inc., Mita Vagashia and Pinal Doshi	American Arbitration Association	01-22-0005-2296	December 13, 2022
CK Hospitality, Inc., Suraj Patel and Kiran Jariwala	American Arbitration Association	01-22-0005-3583	December 20, 2022
Shree Ramkabir, LLC, Nitinkumar Bhakta and Shivam Bhakta	American Arbitration Association	01-22-0005-4179	December 28, 2022

**B. ACTIONS INITIATED BY CHOICE HOTELS TO ENFORCE INTELLECTUAL PROPERTY RIGHTS – POST TERMINATION**

<b>Defendants</b>	<b>Venue</b>	<b>Case Number</b>	<b>Filing Date</b>
Amba Corporation, Kamlesh Patel	United States District Court of the District of New Jersey (Camden)	1:22-cv-04779	July 27, 2022
Skyways Petroleum LLC, Muhammad Arif, Muhammad Younis	United States District Court of the Northern District of Ohio (Akron)	5:22-cv-01835	October 12, 2022
Findley Lake Hospitality LLC, Premanand, LLC, Udaiusha Investments, LLC, Arun K. Singh, Jeetendra K. Gupta	United States District Court of the Western District of New York (Buffalo)	1:22-cv-00825	November 1, 2022

**III. RESOLVED LITIGATION/PRIOR ACTIONS**

- (1) Trocki Hotels, LP, Trocki Holding, Inc., Ira Trocki and Shari Trocki v. Choice Hotels International, Inc.  
 Superior Court of New Jersey, Law Division, Atlantic County, Case # L-4370-10  
 United States District Court for the District of New Jersey, Case # 1:10-CV-05177

On August 16, 2010, Trocki Hotels, LP, Trocki Holding, Inc., Ira Trocki and Shari Trocki filed an action against Choice Hotels International, Inc. in the Superior Court of New Jersey, Law Division, Atlantic County. The Plaintiffs alleged that Choice’s actions in terminating their franchise agreement violated the New Jersey Franchise Act, breached the contract and violated the covenant of good faith and fair dealing.

On June 26, 2013, the parties settled this dispute. As part of the settlement, Choice agreed to pay its former franchisee \$200,000 in exchange for dismissal of the lawsuit.

- (2) Rogers Hospitality, LLC and Brian Conneran v. Choice Hotels International, Inc.  
 American Arbitration Association, Case # 65 114 Y 00212 11

On December 22, 2011, Rogers Hospitality, LLC and Brian Conneran filed an arbitration demand against Choice Hotels International, Inc. The arbitration demand included eight counts that alleged violations of Minnesota and North Dakota franchise laws, unjust enrichment, intentional misrepresentations, negligent misrepresentation, breach of contract and the implied covenant of good faith and fair dealing.

On December 23, 2013, the arbitration panel presiding over the matter rendered a decision that found in favor of the former franchisee on one count. As part of its ruling the panel awarded the former franchisees \$667,000 in damages and \$533,000 in fees and other costs.

- (3) Wydredge, L.L.C., H & P Investments, Clayton Wyman, Barry Eldredge and James Rumpsa v. Choice Hotels International, Inc.  
 American Arbitration Association, Case # 16-114-000517-12

On August 31, 2012, Wydredge, L.L.C., H & P Investments, Clayton Wyman, Barry Eldredge and James Rumpsa filed an arbitration demand against Choice Hotels International, Inc. The arbitration

demand sought unspecified damages for unjust enrichment, intentional misrepresentation, negligent misrepresentation, breach of contract, and breach of implied covenant of good faith and fair dealing. On or about September 27, 2012, Choice filed a counterclaim alleging breach of contract.

On July 7, 2014, the parties settled this dispute. As part of the settlement, Choice made certain concessions to franchisees in connection with two existing franchise agreements for other properties owned by franchisees reducing the royalty rate to 4.65% for 24 months and 4.25% for 24 months respectively.

- (4) Sender Kohl v. Choice Hotels International, Inc.  
United States District Court for the Southern District of Florida, Fort Lauderdale Division,  
Case #0:18-cv-62597 and American Arbitration Association, Case #01-19-0000-1797

On October 29, 2018, Sender Kohl filed an action against us seeking damages in an unspecified amount. The complaint alleged breach of contract, breach of the implied covenant of good faith and fair dealing, fraud and material misrepresentations. In December 2018, the court action was stayed pending arbitration, pursuant to the terms of the franchise agreement, which was filed in January 2019. On August 25, 2021, the parties settled this dispute.

As part of the settlement, Choice agreed to pay its former franchisee \$85,000.00 in exchange for dismissal of the arbitration.

\* \* \*

Other than these actions, no litigation must be disclosed in this Disclosure Document.

#### **ITEM 4**

#### **BANKRUPTCY**

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

#### **ITEM 5**

#### **INITIAL FEES**

#### **APPLICATION AND AFFILIATION FEE**

You must pay us, for the rights granted to you in the SUBURBAN franchise agreement, an affiliation fee of \$225 per room for new franchises, \$475 per room for transfers and renewals, with a \$30,000 minimum to convert your hotel to a SUBURBAN hotel and for any transfer and renewal. The entire affiliation fee is due no later than the time you sign the franchise agreement and is non-refundable following our signing of the franchise agreement. We will also collect a non-refundable application fee of \$5,000 that will be credited towards the affiliation fee. If for any reason we do not grant you a franchise, or a franchise agreement is not countersigned by us, the affiliation fee, less the \$5,000 application fee, will be refunded to you. Financing information is in Item 10. In the past, we have agreed to reduce the affiliation fee in certain instances for multiple unit franchisees, franchisees with larger properties, franchisees with whom we have previously dealt, franchisees that are departing other hotel chains or franchised systems and joining our system, and franchisees in other special circumstances. However, we do not always negotiate the affiliation fee even for franchisees possessing these characteristics, and we may freely choose not to negotiate with you, even if you possess some or all of these characteristics. During the 12 months ending

December 31, 2022, the affiliation fees ranged from \$5,000 to \$30,000 for new SUBURBAN franchise agreements.

### **EXTENSION FEE AND OTHER CONSTRUCTION-RELATED FEES**

If you do not begin construction or do not complete renovations to an existing franchised hotel within the time required under your Franchise Agreement, you may apply for an additional 3 months in which to begin construction or complete renovations. If we agree to grant an extension, you must pay us an additional \$5,000 per extension. In special circumstances we may waive the extension fee, but we are not obligated to, and any decision to waive an extension fee will be determined solely by us.

When transferring a 50% or more interest in your hotel, you must pay us a property improvement plan fee of \$3,000. This fee is for the inspection of your hotel and the creation of a property improvement plan that will be integrated into the new franchise agreement with the buyer/transferee.

### **CENTRAL RESERVATION SYSTEM AND PROPERTY MANAGEMENT SYSTEM**

You are required to use our central reservation system (“CRS”). Our CRS consists of our toll-free telephone reservation system, our proprietary internet sites, mobile phone and tablet reservation applications, interfaces with global distribution systems, and other internet reservations sites (such as online travel agencies). Our CRS provides a data link to our franchised properties as well as to travel reservation systems such as Amadeus, Galileo, SABRE and Worldspan that facilitate the reservation process for travel agents and corporate travelers. We also offer rooms for rent on our website (<http://www.choicehotels.com>) and mobile applications as well as those of online travel agents (OTAs) and other third-party internet referral or booking services. Our toll-free telephone reservation system primarily utilizes third-party call center service providers. Reservation agents trained on the reservation system have the goal of matching each caller with a Choice-branded hotel meeting the caller’s needs. We also operate a call forwarding program through which our franchisees can leverage our CRS capabilities by forwarding reservation calls received directly by the property to one of our reservation centers. Some components of the CRS have separate fees, as further described in Item 6 below. As a part of the CRS, you are required to install, maintain, and use full functionality of the choiceADVANTAGE® property management and reservation system as specified by us. You must purchase from us, an initial software license to use choiceADVANTAGE®. The software license includes one basic interface connected to choiceADVANTAGE®. Optional interfaces are available for an additional fee. You will receive dedicated support during your onboarding of choiceADVANTAGE®. The fees for the software license, the choiceADVANTAGE® systems onboarding, project management, and credit card interface are between \$5,250 and \$7,250 depending on the number of hotel rooms. The price is subject to increase depending on the number of additional interfaces you select. The initial software license and onboarding fees do not include the monthly choiceADVANTAGE® support fee to cover ongoing remote software support (See Item 6). If you need to reschedule onboarding or if onboarding is not completed due to circumstances that are within your control, there will be a rescheduling fee of between \$500 and \$2,100.

### **ORIENTATION / HOSPITALITY TRAINING**

We provide required training programs that you, your General Manager, or other key employees must complete before opening your hotel in the Choice franchise system or within 90 days of the hotel’s opening. The training fees you must pay for orientation and hospitality operations training include New Franchisee Orientation training fee will not exceed \$1,950, and our ESsentials training fee is \$1,500. The cost of attending the New Franchisee Orientation training for any subsequent attendees beyond the Owner and the General Manager is 50% of the tuition (not to exceed \$975) per subsequent attendee. The

ESsentials training fee covers an operator certification program that is offered virtually, consisting of self-paced online lessons, live interactive virtual workshops, and exams. The costs for both training programs do not include the cost of travel, lodging, or meals to attend the required training programs. The total training fee is between \$0 and \$3,345 per person, plus travel, lodging and meals for you and your General Manager. Training consists of a 2.5-day New Franchisee Orientation program offered monthly at one of our corporate locations in Maryland or Arizona, as well as an online operator certification program that is offered virtually. In addition, if you are an inexperienced hotel franchisee that has never operated an extended stay hotel and you are not planning to use a hotel management company to manage the hotel, we may also require that you attend our separate onboarding training program. This additional immersive training, which may take place either in person or online, will provide 2-4 days of additional training at a cost of approximately \$2,500 to \$7,500 and will be tailored for the novice extended stay hotel operator. Some or all of the training may not be required if you have previously owned a Choice branded hotel, obtained Choice Hotels training certification for another existing Choice-branded hotel and/or a hotel staff member has previously completed the training in a prior position.

When a franchised hotel undergoes a 50% or greater change in its ownership and the new owners sign a franchise agreement with Choice (known as a “re-licensing”), the hotel is also required to have a customized re-licensing training. This session is delivered remotely via webinar by a Choice University Learning Facilitator. The fee for the re-licensing training is \$995.

Attendance is mandatory at the training programs identified in this Item 5 unless specified otherwise. Failure to attend within the prescribed time frame may result in a non-compliance penalty of \$125 per month for failure to attend the New Franchisee Orientation training or \$250 per month for failure to attend the ESsentials training until compliance and/or formal default, and the failure to cure the default could result in the termination of your franchise agreement. For more detailed information on each training program, see Item 11.

\* \* \*

Except as identified in this Item 5, the affiliation fee, extension fee, property management system fee and training fee are uniform, are fully earned by us when paid by you, and we have no obligation to refund these fees. Except as set forth in Item 10, we do not offer financing for any part of the affiliation fee, and we do not offer financing for any other initial fees paid to us.

## ITEM 6

### OTHER FEES

TYPE OF FEE	AMOUNT (Note 1)	DUE DATE	REMARKS
<b>GENERAL</b>			
Royalty Fee	6.0% of the preceding month’s Gross Room Revenues (“GRR”) (Note 2).	Payable monthly.	

TYPE OF FEE	AMOUNT (Note 1)	DUE DATE	REMARKS
System Fee	2.5% of the preceding month's GRR (Note 2).	Payable monthly.	This System Fee covers the ongoing development, maintenance and upgrading of the property management and reservations systems, as well as pay for expenditures associated with media, advertising, publicity, public relations, marketing, reservations, e-commerce activities and certain franchise services. These expenditures enhance awareness and consumer preference for our brands and deliver guests to our franchisees. Greater awareness and preference help promote long-term growth in business delivery to our franchisees (Note 3).
<b>REWARDS, MARKETING AND DISTRIBUTION PROGRAMS</b>			
Rewards Programs Fee (Choice Privileges Loyalty Program)	<p>5% of room revenue generated by rewards program members staying 1 – 6 contiguous room nights.</p> <p>2% of room revenue generated by rewards program members staying 7 – 30 contiguous room nights.</p> <p>There is a cap of 30 contiguous room nights after which no additional Rewards Program Fee will be incurred on a guest's stay.</p>	Monthly (Commission invoice is transmitted each Sunday night and payment must be submitted no later than Friday).	<p>This Rewards Program Fee is established by us to administer the program and reimburse hotels for reward nights.</p> <p>If the hotel is a dual brand, meaning that it is a property that provides for a SUBURBAN adjacent to another Choice-branded hotel, then the Rewards Program Fee is 5% of room revenue generated by rewards program members regardless of the length of stay.</p>
Airline Frequent Traveler Program Fee	\$6.00 per stay for revenue generated by airline frequent travelers.	Payable monthly.	This fee is established by us to administer the program and pay for airline miles awarded.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Affiliate and Enhanced Reservations Program Commissions	Standard commissions (currently up to 10%) for reservations delivered through our Affiliate Program or Choice Hotels Enhanced Reservations Program (CHERP).	Payable monthly.	We have negotiated marketing arrangements with certain agencies, including Commission Junction, and we may retain a portion of this fee (\$4.00 per transaction) to cover our expenses in administering the Affiliate Program. We also manage a pay for performance program where a commission is charged on certain reservations delivered through search engines such as Google, Bing, and TripAdvisor. This program may be changed to provide for smaller commissions on all e-commerce reservations.
Marketing Processing Fee  Programs Processing Fee	\$0.48 per transaction per eligible stay for Affiliate, FedRooms, GSA fees  \$0.12 per transaction per eligible stay for Reward Program or CHERP fees  (not charged if the Commission Processing Fee is charged by Onyx).	Payable monthly.	These fees cover our administrative costs of consolidating the billing and processing disbursements for the applicable Marketing and Rewards program costs.
Third Party Distribution Fee	\$3.00 for each consumed reservation made through directly connected online travel agents, DerbySoft & DHISCO.	Payable monthly.	Directly connected online travel agents include Expedia and Booking.com. Connectivity solutions such as DerbySoft and DHISCO are used to connect with other online travel agents, such as Agoda/Priceline, and wholesalers, such as Hotelbeds and WebBeds.
Travel Agent and Other Reservation Based Commissions (Note 4)	Standard commission (currently 10% - 12%) through our Travel Agent Centralized Commission Program, including marketing programs developed by Choice and commissions from third party designated accounts (for example wholesale clubs, motorclubs, sports marketing).	Weekly (Commission remittance is available via the online portal of our commission processing vendor, Onyx CenterSource, each Monday and payment must be submitted no later than Thursday).	\$0.48 per Commissionable Transaction processing fee is applied to the Onyx remittance.  Commissions are payable on retail or "rack" rates and not on net, non-commissionable rates.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Egencia Preferred Program	Payment of a \$5.00 Choice Privileges fee covering 1,000 loyalty points	As incurred	The Egencia Preferred Program offers your hotel the opportunity to gain priority access to the more than four million business travelers who book through Egencia (a subsidiary of Expedia) each year. You may opt out of this program. The Rewards Program Fees of the Choices Privileges Loyalty Program described above do not apply to these Egencia bookings.
General Sales Agents (GSA) Fee	5% commission in addition to any applicable Travel Agent Commission.	Payable monthly.	This fee covers commissions for international sales agents when they book reservations for international guests staying at domestic Choice brand hotels.
Global Distribution System (“GDS”)	Currently \$7.70 for each reservation received through a GDS with which we have an agreement.	Payable monthly.	This fee is a reimbursement of costs we incur by using a GDS and is subject to change.
Gift Card Redemption Processing Fee	2.5% of the value of the gift card.  Hotels that are set up to receive check reimbursements are charged an additional \$3 monthly check fee for each month gift cards are redeemed.	Upon redemption of the gift card.	You must redeem gift cards at your hotel.
Group Sales Lead Referral Program	5% of consumed room revenue (\$2,000 maximum per lead).	As incurred.	It is mandatory that all hotels participate in this program and the commission is in addition to any third party commissions, including travel agents and other designated accounts. The maximum amount will not apply to additional third party commissions. Commissions are based only on a continuous reservation and will not include any revenues from incidental charges (for example movie rentals, sundries, taxes, etc.).



<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Platform Marketing Distribution	Up to 15% commission for consumed reservations generated through Choice's third-party marketing platform	Payable monthly and as incurred	This fee is mandatory and based on consumed reservations (which may include revenue from the rental, sale, use, or occupancy of your hotel) facilitated through a third-party platform marketing, such as Penn Entertainment and others. These opportunities help introduce new guests to Choice's Brands. We reserve the right to modify the engagement, including adding or removing third party participants.
FedRooms/DoD Program	1.5% of room revenue per consumed stays resulting from program activities	As incurred	The fee is billed to properties who participate in the FedRooms or DoD program
<b>PROPERTY MANAGEMENT SYSTEM AND TECHNOLOGY</b>			
choiceADVANTAGE® Support Fee (Note 5)	\$318-\$634/ per month, based on room count.	Payable monthly.	This fee includes call accounting and CRS interfaces. Additional interfaces are optional and will add \$50/month each to the support fee. /CONNECT integrations are optional and will add \$0.35 per room per month to the support fee. choiceADVANTAGE® remote access is mandatory for all SUBURBAN properties and adds \$6/month to the support fee. And an optional Quick Shop feature will add \$30/month.
choiceADVANTAGE® Database Clean Up Fee	\$500.	As incurred.	This fee covers the cost to assist with updating information stored in the choiceADVANTAGE® database, including reservations and account data and applies to existing or former Choice branded properties that change ownership or require prior database information be renewed or expunged.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Choice Digital Registration	Depending on the number of hotel rooms at your Hotel, you must purchase one or more tablets through one of our qualified vendors at an approximate cost of \$250.00 each.	As incurred	The purchase of the tablets are mandatory costs. The digital registration program allows guests among other things to digitally sign an electronic registration card that is then stored in the cloud and made available via choiceADVANTAGE® to hotels.
CrowdStrike	\$60	Payable monthly	The fee is required for all brands and covers security software and services to help monitor, detect and prevent software-based cyber security threats.
<b>REVENUE MANAGEMENT</b>			
Choice Revenue Management Program (Note 6)	\$440 - \$1,750 based on offering tier/service levels.	Monthly.	Participation in the Choice Revenue Management Program is optional. During the first year, the only minimum service levels available for enrollment are Silver or higher, as further set forth in the Rules and Regulations.
ChoiceMAX Revenue Management System (or similar program) (Note 6)	\$400-\$525 based on brand and number of rooms.	Monthly	Participation in the ChoiceMAX Revenue Management System is optional. This software provides forecasting and pricing recommendations.
ChoiceMAX Training and Set Up Fee and/or reinstatement fee	\$1,500-\$2,500	At the time of ChoiceMAX installation.	This program is mandatory for hotels participating in the Choice Revenue Management System. This fee covers the following: System implementation and account access, activation of competitive rate shopping services, support for proper tool setup and configuration, self-paced training and job aids. In addition, you must pay this fee if you are reinstated into ChoiceMAX because of seasonal closures, rebranding, or for other reasons.
<b>OTHER</b>			

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Annual Convention Registration Fee	\$1,475 plus travel, lodging and living expenses. The Late Registration Fee is \$1,725	Annually, before Convention.	The annual convention is designed to give our franchisees resources and information to better leverage our strong value proposition. Attendees participate in a full schedule of education and brand sessions and networking events. In addition, there is a trade show with the industry's top suppliers.  You must attend our annual convention. We also recommend that your General Manager attend.
Educational Resources Program	\$600 plus any applicable taxes.	Annually (billed in four even amounts on a quarterly basis).	This program provides unlimited access to training programs on Choice's learning management system.
Additional Training Programs	Reasonable charges ranging from \$49 - \$499.	On enrollment.	You also must pay travel, lodging and living expenses for all attending employees for any additional training requested by you or required by us.
Re-Licensed Hotel Training	\$995	Within 90 days of transfer and franchise agreement execution.	This training is required when a hotel changes ownership, and the new owners sign a franchise agreement with Choice.
Room Count Change Fee	The per-room charge then being charged for new franchisees, but not less than \$1,000.	Before expansion of sleeping rooms.	This fee is applicable only if you choose to change the room count by more than 5%. Our consent is required for any room count change greater than 5%.
Extension Fee (Note 7)	\$5,000.	Upon expiration of your Construction Start or other renovation deadline.	If we agree to grant you an extension, you must pay us \$5,000 for each 3-month extension.
Assumption Fee	\$7,500.	Upon submission of application.	This fee is applicable if we consent to a transfer of less than 50% of the equity interest in you or the hotel.
Property Improvement Plan Fee	\$3,000.	Upon transferee's submission of application.	This fee is for the inspection of your hotel and the creation of a property improvement plan which will be integrated into the transferee's franchise agreement.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Comfort Letter Fee	\$2,500 (if a Comfort Letter is needed within 1-3 days there will be a \$500 expedite fee.)	Upon request for a Comfort Letter.	The comfort letter is a document issued by us in our sole discretion that grants your lender certain rights under the franchise agreement upon your default of your loan obligations to the lender. You may be required to sign this agreement as a condition of receiving a loan from your lender. Attached as Exhibit P is our current form comfort letter.
Choice Privileges Elite Welcome Recognition Program	Approximately \$0.005 per Choice Privileges point awarded to guest, or the cost of the gift provided to guest.	Monthly for Choice Privileges point reimbursements. As incurred for other gifts provided.	At check-in, Choice Privileges Elite members will be given the option of receiving Choice Privileges points (amount determined by us) or a gift as required by us (such as snacks, drinks, or other items).
Choice Privileges Elite Benefits "Reserved Parking" Signs	Approximately \$25 per "Reserved Parking" sign based on number of parking signs purchased	Upon purchase of parking signs	Hotels are required to offer Choice Privileges Elite Members the on-property benefit of "Reserved Parking" spaces. Hotels are required to purchase "Reserved Parking" signs based on Rules and Regulations.
Transfer Fee	The then current affiliation fee or \$30,000, whichever is greater.	Upon transferee's submission of application.	This fee is applicable only if we consent to a transfer of 50% or more of the equity interest in you or your hotel franchise. Our consent is required for any transfer of more than 5% of the equity interests in you or the hotel.
Close Family Member Transfer Fee	\$0-\$7,500	Upon transferee's submission of application.	Upon death or disability, if you wish to transfer to a Close Family Member (defined as an adult spouse, parent, child, sibling, grandchild or grandparent) we charge a non-refundable application fee not to exceed \$7,500.
Change of Ownership	\$3,000	Upon submission of application	This fee is applicable for any transfer of less than a 50% equity interest in you or your hotel franchise.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Choice Privileges “Points Plus” Packages	Approximately \$0.005 per Choice Privileges point awarded to guest.	Monthly for Choice Privileges point reimbursements.	At the time of booking, when booking BAR, guests have the option to purchase 1,000, 2,000, or 5,000 points in addition to their base stay points. Hotels are charged for the additional points purchased by the guest.
Insurance Reimbursement Fee	\$500-\$100,000	As incurred	This fee applies only if you fail to procure or provide us with evidence that you maintain at least the minimum insurance required by the Franchise Agreement. The range for this fee is dependent on market conditions and a policy may fall outside of this range depending on the current market rate.
Taxes	Amount assessed by federal, state and local tax authorities	When we invoice you	You must pay an amount equal to any sales tax, gross receipt tax or similar tax imposed with respect to any payments required under the Franchise Agreement, unless the tax is credited against income tax otherwise payable to us. You shall have no obligation for any tax which is based upon the net income of us.
Energy Collection & Measurement (ECM) Software Platform	\$215 (annually) and up to \$250 associated with implementation and service.	Monthly payment of approximately \$18.00	This platform is intended to improve energy efficiency at the hotel. The fee is mandatory and will appear on the franchisee’s invoice. The fee includes onboarding and implementation of the hotel into the hosted service (Resource Advisor), recurring collection and aggregation of the hotel’s energy consumption data, and platform access and use of the sustainability measurement dashboard and reporting.
<b>OPTIONAL</b>			
SmartMarketing	\$0 - \$45.	As incurred.	This program is an online toolkit of marketing materials that can be customized for your hotel.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Interior Design Waiver Fee	Not to exceed \$15,000.	At the time of request.	If you request a waiver from using any pre-approved interior design schemes, you must pay our then-current fee, regardless of whether the waiver is granted.
Mega Agency and Consortia Pay for Performance Program (Note 8)	2.7% of total room revenue from consumed business (for example, actual room sold).	Payable monthly.	You may opt out of this program.
Marketing Cooperative Fee	\$400 - \$2,400 annually.	Payable by November 15 of each year.	This fee is established by the regional franchisee marketing cooperatives and varies by region and hotel size. These fees are placed in a fund for each regional marketing cooperative and used for its operating expenses. Participation in a marketing cooperative is voluntary (See Item 11).
Choice Privileges Meeting/Group Planner Point Program	\$0.005 per Choice Privileges point awarded.	Payable monthly.	Meeting organizers will be awarded 4 Choice Privileges per dollar spent on meeting related activities (meeting room rental, food and beverage, and meeting attendees' guestrooms)
Additional Consultation and Services Fee	Dependent on the service requested	As incurred	We may make available to you additional consultation and services to assist you to construct, renovate, maintain, operate, and/or market the Hotel.
Call Forwarding Reservation Service Fees	\$2.95 per call transferred from your hotel to our CRS plus any additional costs necessary to update telephones to support the Call Forwarding system.  An early exit fee of \$500/month remaining in the initial term (plus a pro rata share for the remaining portion of the current month)	Payable monthly.	This is an optional program and we may change the fee at any time upon 60 days' prior written notice to you. Exhibit F includes the Call Forwarding Agreement
choiceADVANTAGE® Quick Shop	\$30 monthly	Payable monthly	This is a feature to improve the process for hotels that have a side shop off the front desk to sell snacks and sundries. Available only upon request.

<b>TYPE OF FEE</b>	<b>AMOUNT (Note 1)</b>	<b>DUE DATE</b>	<b>REMARKS</b>
AHLA Dues	\$4.50/ per room	Annually	This fee covers dues for membership in the American Hotel & Lodging Association. You have the opportunity to opt out of membership by January 15 of each year.
<b>REMEDIES AND NON-COMPLIANCE</b>			
Non-Compliance Penalty	\$35 - \$10,000 per instance of non-compliance.	As incurred.	Non-compliance penalty is charged as a result of a failure to attend required training, to meet quality assurance and/or guest satisfaction standards required for the brand, non-compliance with your Property Improvement Plan, non-compliance with the franchise agreement or the Rules and Regulations. This range of penalties may change from time to time.
Audit Fee	Cost of inspection or audit, including travel, lodging, meals, salaries, professional fees and other expenses. We anticipate the cost will be \$1,000 - \$6,000.	As incurred.	Payable only if any inspection or audit discloses a deficiency in any payments due under the franchise agreement. If the deficiency in any payment is willful or exceeds 5% of the correct amount, you must immediately pay the deficient amount plus interest at 1.5% and the entire cost of the inspection or audit, including travel, lodging, meals, salaries, professional fees, and other expenses of the inspecting or auditing personnel.
Revenue Reporting Late Fee	1.5% of the preceding month's Royalty Fee and System Fee.	Payable only if you do not send us the required reports on time.	Immediately payable if any report is not timely submitted.
Interest	1.5% of the delinquent amount.	Payable only if you do not pay your bills on time.	Immediately payable if your account is not timely paid.
Reservation System Reinstatement Fee	\$5,000.	This fee must be paid prior to the reinstatement of reservation services.	Payable only if you are suspended from the reservation system due to your default and you wish to be reinstated.

TYPE OF FEE	AMOUNT (Note 1)	DUE DATE	REMARKS
Liquidated Damages (Note 9)	<p>If terminated before opening, the number of sleeping rooms multiplied by 36 months, multiplied by \$60.</p> <p>If terminated after opening, the greater of (a) \$60, multiplied by the number of sleeping rooms, multiplied by the number of months until the next date on which you may terminate the franchise agreement without penalty (not to exceed 60 months); or (b) the average monthly GRR for the last 12 months, multiplied by the Royalty Fee, multiplied by the number of months until the next date on which you may terminate the franchise agreement without penalty (not to exceed 60 months).</p>	Within 30 days after termination.	
Intellectual Property Liquidated Damages	\$2,500 per day that you continue to use our intellectual property following the expiration or termination of the franchise agreement.	Upon demand.	If you continue to use our intellectual property after the expiration or termination of the franchise agreement, you must pay this fee to compensate us for damage to our ownership interests in our intellectual property.
Costs and Attorneys' Fees	Will vary under circumstances	Payable on receipt of invoice	If we are successful in any legal action or arbitration proceeding we bring against you or in defending any legal action or arbitration proceeding you bring against us.

Note 1: Unless otherwise stated, these fees are imposed by us, paid to us, and are non-refundable. The Commitment to Your Satisfaction Program fee is not paid to Choice. The Travel Agent and Other Reservation Based Commissions fee and the Travel Agent Centralized Commission Processing Fee may not be paid to Choice. Unless otherwise stated, all fees are uniformly imposed except when negotiated in special circumstances.

Note 2: "Gross Room Revenues" are revenues from the rental, sale, use or occupancy of sleeping rooms, meeting rooms and banquet rooms at the hotel for whatever purpose, including cash and credit transactions, whether or not collected by you, guaranteed no show revenue, early departure fees, late



checkout fees, day use revenue, attrition or cancellation fees, and any proceeds from business interruption insurance. It does not include taxes required by law, revenues from telephone calls, movie rentals, vending machines, room service or food and beverage sales.

Note 3: We may increase the System Fee for increases in inflation or costs of advertising, publicity, public relations, marketing or for increases in our cost of providing the property management system or reservation system or any other aspect of our franchise system so long as the increases apply to all or most of the U.S. hotels in our franchise system unless you approve a greater amount. We may also assess additional fees and charges for various components of the System and other services (including promotional programs and use of proprietary software) as described in the Rules and Regulations. If you construct a SUBURBAN hotel that is a combination with another Choice brand hotel, we may increase the System Fee up to the standard amount for that other Choice brand. Please refer to the applicable Franchise Disclosure Document for System Fee information for another brand.

Note 4: A “Travel Agent” includes traditional travel agents, such as American Express Travel, CWT, BCD and others, as well as online travel agents such as Expedia if those online travel agents book through our global distribution system (“GDS”). For all reservations originating in a foreign country in which there is a Choice-approved General Sales Agent or which is serviced by a Choice sales team, a hotel will be required to pay a 5% commission in addition to the standard Travel Agent Commission. The additional commission will apply to reservations via travel agents, GDS, and Choice’s central reservation system, but will not apply to reservations through online travel agents (for example, Expedia) that are designated by an International Air Transport Association number.

Note 5: Through our “Brand in the Box” program, we will assist you with the upfront costs of opening your hotel. Under this program, Choice will order and pay for certain pre-opening items, such as the purchase of the software and hardware for choiceADVANTAGE®, guest supply brand amenities, certain signage, and professional photography. In exchange, you will reimburse us by paying us in one lump sum or these costs will be billed to you on the monthly franchisee invoice over 12 months with no interest included.

Note 6: The ChoiceMAX Revenue Management System program and costs include: a Revenue Management Technology Solution, reporting and analytical tools, and Revenue Management support. ChoiceMAX is a revenue management technology solution that provides forecasting and pricing recommendations. The Choice Revenue Management Program will provide these elements as a package or individually to supplement the franchisees revenue management program. The Choice Revenue Management Program includes a Revenue Management Consultation and works in tandem with ChoiceMAX (or similar program). The cost of both programs is determined by the number of rooms in the hotel and offering/service tier. Please see the ChoiceMAX Revenue Management System and Choice Revenue Management Program fees in Item 6. Monthly fees for ChoiceMAX Revenue Management System (or similar program) will be bundled with the Choice Revenue Management Program monthly fee for participating hotels.

Note 7: This fee is payable only if you fail to cause Construction Start to occur or you do not complete any renovations which are required to be completed prior to the opening of the hotel in the Choice franchise system within the deadlines specified in your franchise agreement.

Note 8: Choice has secured preferred status with leading “mega” travel agencies (for example, multi-national travel management companies) and consortia of travel agencies so that our franchisees receive a high level of exposure within the Global Distribution System, corporate online booking tools, and preferencing through the various booking channels. For consumed reservations booked

through a “mega” travel agency that are commissionable, the Travel Agent and Other Reservation Based Commissions Fee and Travel Agent Centralized Commission Processing Fee apply. These payments are made through ONYX. Hotels that are not current with their travel agent fees risk suspension from the agencies booking tool.

Note 9: This fee is payable only if the franchise agreement is terminated due to your breach and does not apply where state law prohibits it.

## ITEM 7

### ESTIMATED INITIAL INVESTMENT

#### YOUR ESTIMATED INITIAL INVESTMENT

#### SUBURBAN HOTEL NEW CONSTRUCTION HOTEL (Note 1)

TYPE OF EXPENDITURE	AMOUNT (Note 2)		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
<b>Affiliation Fee (Note 3)</b>	\$225 per room for new franchises, \$475 per room for transfers and renewals (\$30,000 minimum)		Lump sum	Upon application	Us
<b>Architectural Plans &amp; Inspections (Note 4)</b>	\$60,000	\$150,000	As incurred	Before opening	Your architect and civil engineer
<b>Legal Fees</b>	\$10,000	\$45,000	As incurred	Before opening	Your attorneys
<b>Environmental Impact Study (if necessary)</b>	\$0	\$16,000	As incurred	Before opening	Your consultants
<b>Market Study</b>	\$3,000	\$15,000	As incurred	Before opening	Your consultants
<b>Construction (excluding soft costs) (Note 5)</b>	\$3,904,159	\$7,250,582	As incurred	Before opening	Your general contractor
<b>Insurance (Note 6)</b>	\$45,000	\$185,000	As incurred	Before opening	Your insurance carriers
<b>Pre-Opening Advertising</b>	\$5,000	\$50,000	As incurred	Before opening	Various advertising media
<b>Furniture, Fixtures &amp; Equipment (Note 7)</b>	\$459,459	\$621,621	As incurred	Before opening	Your suppliers or Qualified Vendor

TYPE OF EXPENDITURE	AMOUNT (Note 2)		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
Hardware to operate the choiceADVANTAGE® property management system	\$3,000	\$10,800	Lump sum	Before opening	Insight (Dell equipment), Shift4 Payments (for EMV chip readers)
choiceADVANTAGE® Software License and Systems Onboarding Fees (Note 8)	\$5,250	\$7,250	Lump sum	Before opening	Us
Opening Inventory of Supplies (Note 9)	\$201,750	\$339,000	As incurred	Before opening	Your suppliers
Orientation and Hospitality Training Fees (Note 10)	\$0	\$10,845	As incurred	Before opening	Us
High Speed Internet Access for in-room, in-lobby, public areas and meeting rooms (Note 11)	\$14,000	\$25,000	As incurred	Before opening	Your supplier and/or Qualified Vendor
Mandatory On-Premise Signs (including freight and installation and plus maintenance and insurance)	\$20,000	\$80,000	As incurred	Before opening	Qualified Vendor
Working Capital Required Before Operations Begin (Note 12)	\$145,000	\$350,000	As incurred	Before opening	Us, your suppliers, your employees, utilities, consultants
Additional Funds for 3-Month Initial Period (Note 13)	\$50,000	\$75,000	Monthly payment for recurring fees; as incurred for other expenses	After opening	Us, your suppliers, your employees, utilities
<b>TOTAL ESTIMATED INITIAL INVESTMENT (Note 14)</b>	\$4,955,618	\$9,261,098			

TYPE OF EXPENDITURE	AMOUNT (Note 2)		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
<b>TOTAL COST PER ROOM (Based on 117 Rooms)</b>	\$42,356	\$79,155			

Note 1: This table is an estimate of the initial investment required to construct and open a new construction hotel and the estimate provided is based on our experience and our prototype designs. Estimates are based on a 117-guestroom hotel. The cost of renovating or constructing each hotel has the potential to vary greatly and will depend on factors unique to your situation and your hotel. Unusually high locally imposed development fees might impact initial expenses. The table does not include the cost of purchasing or leasing real estate, which cannot be estimated with any certainty due to variables such as location, acreage, terms and whether leased or purchased.

Note 2: Costs paid to Choice are not refundable, unless otherwise stated. Whether any costs paid to third parties are refundable will vary based on the particular third party and on where your hotel is located.

Note 3: The full affiliation fee is due no later than the time you sign the franchise agreement and is non-refundable following our signing of the franchise agreement. If for any reason we do not grant you a franchise or a franchise agreement is not countersigned by us, the affiliation fee, less \$5,000, will be refunded to you.

Note 4: You must use prototype architectural plans supplied by us and submit them to an architect approved by us. These plans must be site adapted for a specific site and structural, mechanical, electrical and plumbing drawings must be added. You must commission an architect directly and make payments directly to your architect.

Note 5: The cost of construction may vary substantially from location to location. The type of construction used, site conditions, cost of materials, labor costs, local code requirements, competitive conditions, and other factors will affect the cost. This estimate does not include site work, project management fees, general contractor profits, or other “soft” costs, which may vary substantially. The estimate also does not include the cost of permits and licenses. Because of the wide variation in cost based on location and other factors, we do not represent that your initial investment will be as low as the low end of the range or that it will not be higher than the high end of the range.

Note 6: These policies cover construction, General Liability, Cyber Liability, and Workers Compensation, including Statutory Workers Compensation and Employers Liability insurance, and must provide minimum limits per location of coverage as stated in the franchise agreement.

Note 7: This amount does not include taxes, shipping, or installation costs.

Note 8: choiceADVANTAGE® software license and onboarding fees include the costs of the initial software license, eLearning modules, project management, and the credit card interface. Your costs may fall on the higher end of this range depending on the number of rooms, additional interfaces and integrations you select. The fees do not include the monthly choiceADVANTAGE® support fee to cover ongoing remote software support.

Note 9: Opening inventory of supplies includes brand standards items, linen, paper supplies and housekeeping supplies. It also includes supplies required to operate the hotel's kitchen, fitness room, guest laundry, hotel laundry, and phone system.

Note 10: Orientation and Hospitality operations training includes the cost to attend New Franchisee Orientation training and Choice Extended Stay ESsentials Training Program. New Franchisee Orientation training fee will not exceed \$1,950 and covers 2.5 days of orientation training at one of our Choice corporate locations in Rockville, Maryland or Scottsdale, Arizona. Our ESsentials training fee is \$1,500 and covers an operator certification program that is offered virtually, consisting of self-paced online lessons, live interactive virtual workshops, and exams. In addition, if you are an inexperienced hotel franchisee that has never operated an extended stay hotel and you are not planning to use a hotel management company to manage the hotel, we may also require that you attend our separate onboarding training program. This additional immersive training, which may take place either in person or online, will provide 2-4 days of additional training at a cost of approximately \$2,500 to \$7,500 and will be tailored for the novice extended stay hotel operator. The foregoing costs do not include the cost of travel, lodging, or meals to attend the required training programs. Some or all of the training may not be required if you have previously owned a Choice branded hotel, obtained Choice Hotels training certification for another existing hotel, and/or a hotel staff member has previously earned the ESsentials certification.

Note 11: The estimate of \$14,000-\$25,000 is based on a wired solution for the hotel size indicated. This includes wiring, routers, software, server, splitters, etc. A wireless solution could range from \$7,500-\$15,000 depending upon the number of access points, wiring to the access points, gateway, etc. You must also arrange and pay for the incoming broadband service, which is typically delivered by a commercial grade T-1 or Digital Subscriber Line ("DSL"). You may purchase this from any available broadband supplier; however, we reserve the right to require a single supplier as necessary to ensure that all hotels in the Choice franchise system meet required standards as well as to promote more efficient communications between Choice and your hotel. We currently estimate that the cost will range from \$1,800-\$12,800 per year. This estimate is based on the hotel size indicated and currently includes high speed internet access (delivered by a commercial grade T-1, DSL or a Fractional T-1) and 24/7 support provided by a third party with Tier I and Tier II levels. Your costs will vary depending upon bandwidth usage and your hotel's size and location. Although we currently permit you to purchase these services from any available source, in the future we may require you to use a designated source, as necessary to maintain overall brand standards. We currently require you to use a designated Qualified Vendor to provide your High-Speed Internet Access solution.

Note 12: We estimate that you will need this amount in working capital before the Hotel opens. This includes salaries that you will need to pay to your General Manager, salespeople, and other essential personnel. The actual amount of working capital you will need depends on a variety of factors, such as the number of paid employees you hire and their rate of pay, your own management and operational skills, economic conditions, and competition. The estimate in the table does not include loan origination points. The origination points you may be charged will depend on your specific lender and will vary by the loan type you select. Our experiences estimate that origination points have ranged between 1 and 2 percent of the amount borrowed. We also have not included real estate taxes, which will vary based on location and local real estate costs.

Note 13: We based these estimates on our experience with hotel franchises, discussions with hotel businesspeople and recent trends in pricing from other relevant companies.

Note 14: This table does not include land costs or real estate taxes. In addition, your total investment may be higher if you are required to participate in our Re-Licensing Systems Training. This

program is not required for all owners. The Re-Licensing Systems Training fee is \$995 and is payable only when a franchised hotel has changed ownership and the new owner signs a franchise agreement with us. The Re-Licensing Systems Training fee covers the cost of two days of remote training concerning our proprietary choiceADVANTAGE® property management and reservation system.

## YOUR ESTIMATED INITIAL INVESTMENT

### SUBURBAN HOTEL CONVERSION HOTEL (Note 1)

TYPE OF EXPENDITURE	AMOUNT (Note 2)		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
<b>Affiliation Fee (Note 3)</b>	\$225 per room for new franchises, \$475 per room for transfers and renewals (\$30,000 minimum)		Lump sum	Upon application	Us
<b>Property Improvements (Note 4)</b>	\$67,760	\$1,161,600	As incurred	Before opening	Your general contractor
<b>Insurance (Note 5)</b>	\$2,500	\$87,500	As incurred	Before opening	Your insurance carriers
<b>Advertising</b>	\$2,500	\$40,000	As incurred	Before opening	Various advertising media
<b>Hardware to operate choiceADVANTAGE® property management system</b>	\$3,000	\$10,800	Lump sum	Before opening	Insight (Dell equipment), Shift4 Payments (for EMV chip readers)
<b>choiceADVANTAGE® Software License and Systems Training (Note 6)</b>	\$5,250	\$7,250	Lump sum	Before opening	Us
<b>Opening Inventory of Supplies (Note 7)</b>	\$14,100	\$94,000	As incurred	Before opening	Your suppliers or Qualified Vendor
<b>Orientation and Hospitality Training Fees (Note 8)</b>	\$0	\$10,845	As incurred	Before opening	Us
<b>Mandatory On-Premise Signs (including freight and installation but excluding maintenance and insurance)</b>	\$15,000	\$80,000	As incurred	Before opening	Qualified Vendor
<b>Working Capital Required Before Operations Begin (Note 9)</b>	\$10,000	\$30,000	As incurred	Before opening	Us, your suppliers, your employees, utilities, consultants
<b>Additional Funds for 3-Month Initial Period (Note 10)</b>	\$15,000	\$30,000	Monthly payment for recurring fees; as incurred for other expenses	After opening	Us, your suppliers, your employees, utilities

TYPE OF EXPENDITURE	AMOUNT (Note 2)		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
<b>TOTAL ESTIMATED INITIAL INVESTMENT (Note 11)</b>	\$165,110	\$1,581,995			
<b>TOTAL COST PER ROOM (Based on 88 Rooms)</b>	\$1,876	\$17,977			

Note 1: This table is an estimate of the initial investment required to convert an existing hotel and the estimate provided is based on our experience and our brand standards. Estimates are based on an 88-guestroom hotel. The cost of renovating each hotel has the potential to vary greatly and will depend on factors unique to your situation and your hotel, including the location of the hotel, the condition of the hotel and any upgrades necessary to bring the hotel up to our standards.

Note 2: Costs paid to Choice are not refundable, unless otherwise stated. Whether any costs paid to third parties are refundable will vary based on the particular third party and on where your hotel is located.

Note 3: The full affiliation fee is due no later than the time you sign the franchise agreement and is non-refundable following our signing of the franchise agreement. If for any reason we do not grant you a franchise or a franchise agreement is not countersigned by us, the affiliation fee, less \$5,000, will be refunded to you.

Note 4: Renovation costs vary considerably and the estimate provided is based on a typical property improvement plan provided by us that the hotel must complete to upgrade to our standards. The costs provided includes an estimate for furniture fixture and equipment that must be refurbished, replaced, or removed. Upon application, we will provide you a customized property improvement plan unique to your hotel. Your costs to upgrade the hotel to our standards may depend on local contractor and material costs in your area as well as the condition of your hotel at the time you apply for a franchise and may fall outside the estimated range provided.

Note 5: These policies cover construction, General Liability, Cyber Liability, and Workers Compensation, including Statutory Workers Compensation and Employers Liability insurance, and must provide minimum limits per location of coverage as stated in the franchise agreement.

Note 6: choiceADVANTAGE<sup>®</sup> software license and onboarding fees include the costs of the initial software license, eLearning modules, project management, and the credit card interface. Your costs may fall on the higher end of this range depending on the number of rooms, additional interfaces and integrations you select. The fees do not include the monthly choiceADVANTAGE<sup>®</sup> support fee to cover ongoing remote software support.

Note 7: Opening inventory of supplies includes brand standards items, linen, paper supplies and housekeeping supplies that meet our system requirements.

Note 8: Orientation and Hospitality operations training includes the cost to attend New Franchisee Orientation training and Choice Extended Stay ESsentials Training Program. New Franchisee Orientation training fee will not exceed \$1,950 and covers 2.5 days of orientation training at one of our Choice corporate locations in Rockville, Maryland or Scottsdale, Arizona. Our ESsentials training fee is \$1,500 and covers an operator certification program that is offered virtually, consisting of self-paced online lessons, live interactive virtual workshops, and exams. In addition, if you are an inexperienced hotel

franchisee that has never operated an extended stay hotel and you are not planning to use a hotel management company to manage the hotel, we may also require that you attend our separate onboarding training program. This additional immersive training, which may take place either in person or online, will provide 2-4 days of additional training at a cost of approximately \$2,500 to \$7,500 and will be tailored for the novice extended stay hotel operator. The foregoing costs do not include the cost of travel, lodging, or meals to attend the required training programs. Some or all of the training may not be required if you have previously owned a Choice branded hotel, obtained Choice Hotels training certification for another existing hotel and/or a hotel staff member has previously earned the ESentials certification.

Note 9: We estimate that you will need this amount in working capital before the Hotel opens. The actual amount of working capital you will need depends on a variety of factors, such as the number of paid employees you hire and their rate of pay, your own management and operational skills, economic conditions, and competition.

Note 10: We based these estimates on our experience with hotel franchises, discussions with hotel businesspeople and recent trends in pricing from other relevant companies.

Note 11: The total investment above assumes the hotel is currently open and operating at the time you apply for a franchise and has real estate, furniture, fixtures, and equipment, hotel staff, a high speed internet access solution for in-room, in-lobby, public areas, and meeting rooms, current marketing and advertising programs, and other standards to operate a hotel. If the hotel does not have a solution for high speed internet access, the estimate could be \$0-\$20,000 to convert an existing hotel to our brand standards, including wiring, routers, software, server, splitters, access points, gateway, etc. In addition, your total investment may be higher if you are required to participate in our Re-Licensing Systems Training. This program is not required for all owners. The Re-Licensing Systems Training fee is \$995 and is payable only when a franchised hotel has changed ownership and the new owner signs a franchise agreement with us. The Re-Licensing Systems Training fee covers the cost of two days of remote training concerning our proprietary choiceADVANTAGE® property management and reservation system.

## **ITEM 8**

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

All SUBURBAN hotels are required to meet the current minimum design standards for the brand, including Choice-approved product in the public space and guestrooms. You must design the hotel to meet the current minimum standards for guestroom size and facilities and equip the hotel with furniture, fixtures and equipment, bath and bed linens, draperies, bedcoverings, floor coverings, wall coverings, lighting, telephone systems and other amenities for which we have established written specifications or minimum standards. The design must be pre-approved by SUBURBAN's brand leadership. We may modify our specifications in writing as we determine appropriate from time to time, and may add new specifications or brand guidelines, in writing, including any manuals or policies regarding, among other things, our standards and requirements for construction, equipment, furnishings, supplies, maintenance, and marketing that are applicable to SUBURBAN hotels ("Rules and Regulations").

Our Procurement Services Department maintains a list of "Qualified Vendors" of products and services for our franchisees. Certain Qualified Vendors are designated in the Rules and Regulations as exclusive suppliers. Unless required by the Rules and Regulations, you do not have to purchase products that otherwise meet brand standards from Qualified Vendors. You do have to purchase certain Choice Mark-bearing items, such as signs and bath amenities, only from Qualified Vendors. You must also



purchase bedding, computer hardware, and other brand standard items per brand specifications through a Qualified Vendor. Neither Choice nor any persons affiliated with Choice are currently Qualified Vendors.

Vendors that are not on the Qualified Vendor list may apply to become “Qualified,” and you may recommend new vendors to us. Among the criteria that we consider is the financial stability of the company, whether the product or service meets brand standards and if the product or service is of use to our franchisees. Our criteria will be provided to you for review upon your request. Where applicable, the vendor may be asked to submit product samples and specifications to us. We usually make our decision and notify the vendor within 90 days after all information and samples have been submitted, although a longer period may be required for products or services that, due to their cost or importance to the brand, may have significant financial impact on our franchisees. We may limit the number of Qualified Vendors to obtain volume discounts and to promote consistent quality and adequate supplies for the brand. We may revoke a vendor’s “Qualified” status if the vendor no longer meets our criteria, if they breach their agreement with us or if the product or service offered is no longer competitive in price or quality, among other reasons.

None of our officers own an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers of our franchise system. From time to time, our officers may own non-material interests in publicly-held companies that are suppliers to our franchise system.

We receive certain commissions or rebates from Qualified Vendors that typically range from 1% to 2% (but may be up to 20%) of net sales volume to franchisees, as well as a flat fee that we typically receive annually from each Qualified Vendor. In exchange for these fees, we may provide each vendor with certain services, which may include one or more of the following: marketing services from our Procurement Managers and/or marketing personnel, space on our ChoiceBuys.com website, a booth at our annual convention, advertisements in our print and electronic publications (Marketplace and Single Vendor Emails) and sponsorship opportunities, among other benefits. We do not provide franchisees with any material benefits, such as opportunities to acquire additional franchises, based on their purchases of particular products or services from Qualified Vendors or use of particular Qualified Vendors.

You must display at your hotel entrance the number and type of identity signs required by the Rules and Regulations. Such signs must display the approved brand name and logo of your hotel. Signs are available from manufacturers who must be approved by us and who must comply with brand specifications. Each sign manufacturer must meet certain business, financial and insurance requirements. We derive income from appointment fees, limited trademark licenses, drawing charges and commissions on signs sold that are purchased through signage Qualified Vendors. All highway billboards and printed advertising, among other electronic or printed media, must use the Choice Marks in accordance with our specifications.

As indicated in Item 6, you must participate in the Choice Gift Card Program by allowing guests the option of redeeming Choice Gift Cards at your hotel. You must also enter into an enrollment agreement with SVM, LP, the administrator of the program (see Exhibit H).

You must also participate in the Choice Hotels Group Sales Lead Referral Program by encouraging your Director of Sales, General Manager, and other hotel staff to refer group reservations from one Choice branded hotel to another Choice branded hotel. As indicated in Item 6 and your brand standards, you may be required to pay a commission on a group reservation if a guest is referred to your hotel as part of the Group Sales Lead Referral Program.

We also periodically negotiate preferred marketing agreements with corporations and other organizations for joint marketing efforts, which may result in commissionable stays at your hotel. If you

make inventory available to these organizations, we may retain up to 50% of any commissions payable by you in consideration of our marketing services and program administration costs.

As described in Item 7, you must obtain and maintain insurance which will include, at a minimum, insurance policies of the kinds, and in the amounts, required by us (Franchise Agreement, Section 12). These written insurance policies include, at a minimum, the following coverage during construction or complete renovation of the hotel: commercial general liability insurance (including automobile liability, bodily injury and property damage) for all types of liabilities, together with the costs of defense and/or adjustments arising out of the operations to construct the hotel, providing limits of coverage of not less than \$1,000,000 per occurrence, and including coverage for contractual liability, explosion, collapse and underground property damage hazard liability, personal injury liability, products and completed operations liability, owner's and contractor's protective liability, and independent contractor's liability; all-risk builder's insurance to insure the hotel buildings under construction to 100% of their replacement cost value; and a workers' compensation policy as required by statute. During the operation of the hotel, required insurance policies include, at a minimum: all-risk physical damage coverage insuring the hotel and its contents for full replacement costs; commercial automobile and commercial general liability insurance policies written on an occurrence form, which must include contractual, products and completed operations, independent contractors, personal injury, property damage, bodily injury and host liquor liability coverage, together with the costs and expenses of the defense and/or adjustment of injury or damage, providing limits of coverage, per location, of not less than \$5,000,000 (\$10,000,000 to \$15,000,000 if the hotel has 6 or more stories) per occurrence; cyber liability insurance coverage that provides minimum coverage of \$1,000,000 per location; workers' compensation and employers' liability insurance with minimum employers liability limits of \$1,000,000 bodily injury by accident (each accident); \$1,000,000 bodily injury by disease (policy limit); and \$1,000,000 bodily injury by disease (each employee), whether or not required by the state where the hotel is located; dram shop/liquor liability insurance with limits of not less than \$5,000,000 per occurrence if alcoholic beverages are sold at the hotel (whether or not you own the establishment that sells alcohol); pollution/environmental legal liability insurance \$500,000 per pollution incident/\$1,000,000 aggregate, covering bodily injury, property damage, cleanup costs and defense costs arising from, or associated with, a pollution condition at a covered location. There will be no exclusion for carbon monoxide, and affirmative coverage for Legionella and microbial matter/mold; employment practices liability insurance \$1,000,000 limit, including \$1,000,000 third party coverage; and business interruption insurance that provides coverage for a minimum of three months in the event the hotel is not operational.

You must also obtain and attach endorsements to your insurance policies adding us and our affiliates and subsidiaries, our and their respective officers, directors, agents, partners and employees, as additional insureds and provide waiver of subrogation on commercial automobile, commercial general, workers' compensation/employers' liability (if allowed), umbrella insurance policies and dram shop/liquor liability (if applicable), and adding us as co-defendant under the employment practices liability policies. If you fail to procure or maintain the minimum insurance described above (or as designated by us from time to time in the brand standards), we may procure the insurance on your behalf and charge you the cost of the insurance and, at our option, a reasonable penalty. You will be required to reimburse us for the cost of such insurance and for any reasonable out-of-pocket costs that we incur should we elect to obtain the insurance on your behalf.

You must purchase from us a software license to onboard and use choiceADVANTAGE<sup>®</sup>. You also must purchase the mandatory hardware package we specify that meets or exceeds specifications needed to operate choiceADVANTAGE<sup>®</sup>. You are required to use a designated Qualified Vendor to purchase and install a dedicated, wired, business grade High Speed Internet Access solution located at the front desk for access to choiceADVANTAGE<sup>®</sup> (see Items 5, 7 & 11 for more details). Unless mandated by the brand

standards contained in the then-current version of the Rules and Regulations, you do not have to participate in any purchasing or distribution cooperative we maintain. However, the Choice Procurement Services Department attempts to negotiate pricing believed to be favorable from its Qualified Vendors for franchisees, and we may from time to time offer cooperative buying programs to provide additional savings for those hotels that commit to any such program. In addition, you will automatically become a member of a cooperative buying program at no additional cost to you. You may opt out of being a member of such program at any time by completing and sending us the opt out electronic form located within the FAQs on Choicebuys.com. Most product and services offerings are accessible via ChoiceBuys.com, a proprietary web-based electronic catalogue.

In the year ended December 31, 2022, our total revenues were about \$1,297.7 million. Of this figure, revenues attributable to required purchases by franchisees of products and services were \$55.8 million, or about 4.30% of our total revenues in 2022, which includes revenues from Qualified Vendors and excludes choiceADVANTAGE® installation and support fees.

We estimate the cost of items from Qualified Vendors or subject to our standards or specifications to be less than 5% of your initial investment in a new construction facility. Your annual expenditures on these items may range between 5%-10% of your annual purchases.

## ITEM 9

### FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Master Development Agreement	Section in choiceADVANTAGE Terms of Use	Section in Call Forwarding Program Terms of Use	Disclosure Document Item
(a) Site selection & acquisition/lease	Not Applicable	Sections 6 & 7	Not Applicable	Not Applicable	Not Applicable
(b) Pre-opening purchases/leases	Sections 6(b), (e), (f) & (g), (s)(3) & (8)	Not Applicable	Not Applicable	Not Applicable	Items 5, 7, 8 & 11
(c) Site development & other pre-opening requirements	Section 6	Section 6	Not Applicable	Not Applicable	Items 5, 7, 8 & 11
(d) Initial & ongoing training	Section 6(e)	Not Applicable	Not Applicable	Not Applicable	Items 5, 6, 7 & 11
(e) Opening	Sections 1(f) & 6(s)	Not Applicable	Not Applicable	Not Applicable	Item 11

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Section in Master Development Agreement</b>	<b>Section in choiceADVANT AGE Terms of Use</b>	<b>Section in Call Forwarding Program Terms of Use</b>	<b>Disclosure Document Item</b>
(f) Fees	Sections 4, 6(e), (f), (g), (k), (n) & (r), (s) 8, 9(b), (c), 10(c), (d), 12 & 16	Not Applicable	Not Applicable	Section 3	Items 5, 6, 11 & 17
(g) Compliance with Standards & Policies/Operating Manual	Sections 1(k), 5(a) & (b), 6 & 10	Not Applicable	Not Applicable	Not Applicable	Items 8 & 11
(h) Trademarks & proprietary information	Sections 1(i) & (j), 6(s)(1) & 7	Section 12(a)	COPYRIGHTS & TRADEMARKS	Section 8	Items 13 & 14
(i) Restrictions on products/services offered	Section 6(b), (c) & (d)	Not Applicable	Not Applicable	Not Applicable	Items 8 & 16
(j) Warranty & customer service requirements	Sections 6(l) & (q)	Not Applicable	WARRANTIES	Section 6	Not Applicable
(k) Territorial development and sales quotas	Not Applicable	Section 3	Not Applicable	Not Applicable	Not Applicable
(l) Ongoing product/service purchases	Sections 6(b), (c), (e), (f), (g) & (o)	Not Applicable	Not Applicable	Not Applicable	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 6(a), (b), (c), (d), (f), (o) & (p), 7(c) & 8	Not Applicable	Not Applicable	Not Applicable	Items 6, 8 & 11
(n) Insurance	Section 12	Not Applicable	Not Applicable	Not Applicable	Items 6, 7 & 8
(o) Advertising	Section 6(s)(4)	Not Applicable	Not Applicable	Not Applicable	Items 6, 8 & 11
(p) Indemnification	Section 13	Not Applicable	INDEMNIFICATION	Section 7	NONE
(q) Owner's Participation/ Management/ Staffing	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Item 15

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Section in Master Development Agreement</b>	<b>Section in choiceADVANT AGE Terms of Use</b>	<b>Section in Call Forwarding Program Terms of Use</b>	<b>Disclosure Document Item</b>
(r) Records and Reports	Sections 4(c), (d) & (e), 6(r)(4), 10(b)(2)(e) & 12(e)	Not Applicable	Not Applicable	Not Applicable	Item 6
(s) Inspections and Audits	Sections 4(e) & (f), 5(b), 6(h) & (s)(2)	Not Applicable	Not Applicable	Not Applicable	Items 6 & 11
(t) Transfer	Section 9	Not Applicable	SOFTWARE USE AND SITE ACCESS; GENERAL	Section 10	Items 6 & 17
(u) Renewal	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Item 17
(v) Post-termination obligations	Section 11	Sections 9(a) & 10	Not Applicable	Not Applicable	Items 6 & 17
(w) Non-competition covenants	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
(x) Dispute resolution	Sections 16, 21, 22, 23, & 24	Sections 17, 18 & 19	GOVERNING LAW	Section 9	Item 17

## **ITEM 10**

### **FINANCING**

#### **AFFILIATION FEE PROMISSORY NOTE**

In our sole discretion and on approval of your credit, we may offer to finance the affiliation fee without interest. In that event, you must sign a promissory note (see Exhibit I). Note payment is due in one full lump sum generally within 3 months after the note is signed. The note may be accelerated upon default and provides for a waiver of presentment, demand for payment, notice of dishonor, protest, and includes a confession of judgment clause. If the principal amount of the note, or any portion of the amount, is not paid on or before the maturity date, the note will bear interest from the date on which the funds are due until paid at a default annual rate equal to eighteen percent (18%). In the event of default, you must pay all of our costs of suit and reasonable attorney's fees. The note contains no pre-payment penalty. The owners of the franchise entity may be required to sign the note personally.

#### **SELECTED CAPITAL SUPPORT**

Except as otherwise described in this Item 10, in certain instances, we may provide select capital support to help offset the costs associated with developing a hotel within the Choice franchise system. In our sole and absolute discretion, we may provide capital support for franchisees that develop a property with strategic importance to Choice. We do not offer capital support in every instance, and we may freely

choose not to offer capital support to you. The terms of such capital support will vary and will always be determined in our sole and absolute discretion after your application has been submitted to us and we have approved your eligibility to own a hotel franchise. In the event you have been offered and agreed to accept capital support, you will be bound, in all ways, to the contracts, documents, and agreements related to and controlling the administration of that capital support.

Specifically, the principal amount of the financing will depend upon the franchisee's creditworthiness and various other factors. The franchisee will sign a promissory note evidencing the loan. The form of promissory note is attached at Exhibit J.A. (the "Capital Support Note"). Generally, forgiveness of the Capital Support Note will be amortized over a period of 10 to 15 years (beginning on the Opening Date of your hotel) using a straight-line method, so that the Capital Support Note will be completely forgiven if you do not commit certain defaults under the Capital Support Note beginning upon signing of the franchise agreement and ending 10 or 15 years after the Opening Date. Your individual owners will be required to sign the Capital Support Note, in addition to the franchisee. We will fund the loan shortly after the Hotel opens and we receive the signed Capital Support Note from franchisee. In limited circumstances, you may be eligible for additional loan amounts based on your Hotel's performance. We will not charge you interest unless you default under the Capital Support Note (Section 5). If you default, all amounts outstanding will bear interest at prime plus two percent. The maximum interest rate in California is 10% annually. The loan amount will be payable in equal yearly installments over the term of the Franchise Agreement. However, each yearly payment will be deemed paid so long as no default has occurred under the Capital Support Note (Section 4). Defaults under the Capital Support Note include the termination of the Franchise Agreement, an uncured default by franchisee under the Franchise Agreement, a transfer as defined in the Franchise Agreement and a breach of any provision of the Note or any document executed in connection with the Capital Support Note (Section 5). Following a default under the Note, we may declare the entire outstanding amount under the Capital Support Note plus all accrued interest immediately due and payable (Section 5.2). Franchisee must also pay all of our costs and attorneys' fees incurred in collecting the Capital Support Note (Section 5.4). Default under the Capital Support Note will constitute a default under the Franchise Agreement (Section 5.1). Based upon your creditworthiness, we may not require that you provide us security for repayment of the loan.

The terms of the guaranty signed in connection with the Franchise Agreement will also extend to the repayment obligations under the Capital Support Note. The loan can be prepaid at any time and there are no prepayment penalties. The franchisee waives various rights under the Capital Support Note including presentment, demand, and all other notices and demands (Capital Support Note – Section 5.6).

In addition, if you sign our Capital Support Note, you and we must agree to waive our right to terminate the franchise agreement, without cause, for the applicable 10<sup>th</sup> and 15<sup>th</sup> anniversaries of the Opening Date as provided in Section 3 of the Franchise Agreement.

## **DIVERSITY AND VETERAN INCENTIVE PROGRAM**

We participate in the International Franchise Association's Veteran's Transition Franchise Initiative (known as VetFran®). We are currently offering a diversity and veteran incentive program to encourage and increase the diversity of our franchise system and the hospitality industry as well as to encourage entrepreneurs that have served in the United States military and been honorably discharged from service ("Diversity and Veteran Incentive"). The Diversity and Veteran Incentive Program is intended to attract top hotel developers from diverse backgrounds and involves our commitment of capital to incentivize qualifying franchisees to develop either a newly constructed Choice-branded hotel or convert an existing hotel to a Choice-branded hotel. Qualifying franchisees who enter into franchise agreements to re-license Choice branded hotels that are currently part of the Choice franchise system are not eligible to

receive a Diversity and Veteran Incentive; however, these franchisees will be given a 50% discount on the then-current affiliation fee due in connection with the re-licensed franchise agreement (see below).

### **Qualifications**

To qualify for the Diversity and Veteran Incentive Program, you must meet all of the following conditions: you must make a good faith request for the Diversity and Veteran Incentive at the time of application; you must meet our then-current qualifications for new franchisees (including our standard credit review); you must be a majority owner that is actively engaged in the deal process; if you are an individual, you must identify to us the characteristics and background that will contribute to the diversity of our franchise system and the hospitality industry or if you are veteran you must demonstrate that you have served in the United States military and have been honorably discharged from service; or if you are a legal entity, you must be at least 51% legally and beneficially owned by persons that can demonstrate to us characteristics and background that will contribute to the diversity of our franchise system and the hospitality industry or meet the requirements of a veteran stated above. We will have sole discretion in determining whether you qualify for the Diversity and Veteran Incentive Program. The Diversity and Veteran Incentive Program may not be combined with any other incentive program that we may be offering at the time of your application and we may discontinue this Program at any time.

### **Incentive**

Each Diversity and Veteran Incentive we make for a hotel using the SUBURBAN Marks will be for \$2,500 per room in the hotel (maximum of \$175,000). Each incentive will be evidenced by a 10-year forgivable promissory note (see Exhibit J.B.) (the "Diversity Note"). We will pay the proceeds of the Diversity Note to you only after the Opening Date of your hotel. You may use the proceeds of the Diversity Note for any purpose related to the hotel. We do not require collateral for this Diversity Note, but may require you or the owners of a franchise entity to sign personally. Forgiveness of the Diversity Note will be amortized over 10 years (beginning on the Opening Date of your hotel) using a straight-line method, so that the Diversity Note will be completely forgiven if you do not commit certain defaults under the Diversity Note beginning upon signing of the franchise agreement and ending 10 years after the Opening Date. The Diversity Note is structured to provide for one payment at the end of 10 years; however, you do not have to make payments on the Diversity Note if you remain in good standing under your franchise agreement. If you default in the obligations of your franchise agreement, your franchise agreement is terminated or expires, you die or you file for bankruptcy, then the entire remaining unforgiven principal balance is immediately due along with interest (accruing on the remaining unforgiven balance only) from the original date of the Diversity Note at an interest rate of prime plus 2%. The maximum interest rate in California is 10% annually. Under the Diversity Note, you must waive demand, presentment for payment, protest, notice of dishonor and your right to a jury trial. On your default, you also must pay all reasonable expenses, costs and attorneys' fees that we incur in collecting the Diversity Note. The Note contains no pre-payment penalty.

If you qualify for a Diversity and Veteran Incentive, you may request amortization over 5 years instead (beginning on the Opening Date of your hotel) using a straight-line method, so that the Diversity Note will be completely forgiven if you do not commit certain defaults under your franchise agreement upon signing of the franchise agreement and ending 5 years after the Opening Date. If you request a 5 year Diversity Note, the incentive will be 50% of the amount of the 10 year Note, and will be limited to a maximum of \$87,500. Each incentive will be evidenced by a 5 year Diversity Note in the same form attached as Exhibit I.B. The Diversity Note is structured to provide for one payment at the end of 5 years; however, you do not have to make payments on the Diversity Note if you remain in good standing under your franchise agreement. If you default in the obligations of your franchise agreement, your franchise

agreement is terminated or expires, you die or you file for bankruptcy, then the entire remaining unforgiven principal balance is immediately due along with interest (accruing on the remaining unforgiven balance only) from the original date of the Diversity Note at an interest rate of prime plus 2%. If the Default Payment Amount (as defined in Exhibit I.B.) has not been paid in full fifteen (15) days after the date such amount became due and payable, interest will begin to accrue at a default annual rate equal to Prime plus seven percent (prime plus 7%). The maximum interest rate in California is 10% annually. Under the Diversity Note, you must waive demand, presentment for payment, protest, notice of dishonor and your right to a jury trial. On your default, you also must pay all reasonable expenses, costs and attorneys' fees that we incur in collecting the Diversity Note. The Diversity Note contains no pre-payment penalty.

### **Termination Rights**

In addition, unless you have signed a 5 year promissory note and if applicable, you and we must agree to waive our right to terminate the franchise agreement, without cause, on the 5th anniversary of the Opening Date.

### **DIVERSITY AND VETERAN RE-LICENSING INCENTIVE**

If you: (1) qualify for the Diversity and Veteran Incentive Program; and (2) purchase a hotel that is a Choice branded hotel operating as part of the Choice franchise system at the time of purchase; and (3) enter into a franchise agreement with Choice to re-license the hotel as a Choice branded hotel, you will be granted a 50% discount on the then-current affiliation fee due in connection with your franchise agreement. Franchisees that enter into franchise agreements with Choice for the re-licensing of an existing Choice brand hotel and qualify and accept the Diversity and Veteran Incentive are not eligible to participate in any other incentive program.

### **PMC COMMERCIAL TRUST**

We have entered into a non-exclusive Qualified Vendor agreement with a third party named PMC Commercial Trust (previously known as PMC Capital, Inc.) ("PMC"), which is a company authorized to provide loans. Under this agreement, PMC may offer conventional and Small Business Administration ("SBA") financing to those of our franchisees that qualify and choose to use PMC to finance some of the following costs: affiliation fee, site acquisition, construction or remodeling, equipment and/or fixtures, opening inventory or supplies, ongoing inventory or supplies, replacement of equipment or fixtures, and other continuing expenses. These loans are generally for up to 70% to 85% of the value of the collateral and range from \$500,000 to \$5,000,000 for acquisitions, refinances and construction/permanent loans.

Interest rates are generally variable and are at PMC's discretion. You are not required to use PMC as your lender. If you choose to use PMC as your lender, you must enter into agreements with PMC, substantially in the form attached as Exhibit J or as PMC may otherwise require depending on your specific loan. The loan will be for up to 25 years and will require monthly payments, with the amount of the payments based on the terms agreed upon. You must grant a first lien on land and building, a first lien on furniture, fixtures and equipment and, if necessary, a lien on your personal assets. PMC will require that you personally guarantee the loan. The loans can be pre-paid but there may be a pre-payment penalty.

If you default on the note, the entire remaining principal balance becomes due and the lender may have the right to take possession of the collateral and/or sell or lease the collateral. You must waive your rights to presentment for payment, demand, protest, notice of non-payment or dishonor, notices of protest and all other demands or notices. On default, the note will bear interest at the maximum rate permitted by applicable law. You must also pay PMC all the costs of collection or costs of exercising its remedies, including attorneys' fees. You must waive your right to object to jurisdiction in the courts of Dallas, Texas



as the venue for the resolution of disputes and must waive your right to a trial by jury. See the sample documents in Exhibit J for PMC's additional rights and remedies.

In consideration of Choice's agreement to grant PMC access to our marketing channels, Choice will receive from PMC a flat payment of \$10,000 annually.

### **BALBOA CAPITAL CORPORATION**

We have entered into a non-exclusive Qualified Vendor agreement with a third party named Balboa Capital Corporation ("Balboa"), which is a company authorized to provide loans. Under this agreement, Balboa may offer conventional and lease financing to those of our franchisees that qualify and choose to use Balboa to finance some of the following costs: affiliation fee, costs to meet brand standards, property improvement or remodeling, equipment and/or fixtures, replacement of equipment or fixtures, and other continuing expenses. These loans are generally available for up to 100% of the value of the collateral and generally range from \$5,000 to \$1,000,000.

Interest rates are fixed and are determined at Balboa's discretion in accordance with its standard underwriting practices. You are not required to use Balboa as your lender. If you choose to use Balboa as your lender, you must enter into one or more agreements with Balboa, substantially in the form attached as Exhibit J or as Balboa may otherwise require depending on your specific financing agreement. The financing agreement will be for between 24 to 84 months and will require monthly or quarterly installment payments, with the amount of the payments based on the terms agreed upon. You must grant a first lien on the financed equipment and, if applicable, a security interest and lien on the land or building. Balboa may require that you personally guarantee the financing agreement. The financing agreement can be pre-paid and there is no pre-payment penalty.

If you default on the financing agreement, the entire remaining balance becomes due and Balboa may have the right to take possession of the collateral and/or sell or lease the collateral. You must waive your rights to presentment for payment, demand, protest, notice of non-payment or dishonor, notices of protest and all other demands or notices. On default, the loan will bear interest at the rate set forth in the loan agreement. You must also pay Balboa all the costs of collection or costs of exercising its remedies, including attorneys' fees. You must waive your right to object to jurisdiction in the courts of California as the venue for the resolution of disputes and must waive your right to a trial by jury. See the sample documents in Exhibit J for Balboa's additional rights and remedies.

In consideration of Choice's agreement to grant Balboa access to our marketing channels, Choice will receive from Balboa a flat payment of \$15,000 annually.

### **ASCENTIUM CAPITAL LLC**

We have entered into a non-exclusive Qualified Vendor agreement with a third party named Ascantium Capital LLC, which is a company authorized to provide loans. Under this agreement, ASCENTIUM CAPITAL LLC may offer conventional and lease financing to those of our franchisees that qualify and choose to use ASCENTIUM CAPITAL LLC to finance some of the following costs: affiliation fee, costs to meet brand standards, property improvement or remodeling, equipment and/or fixtures, replacement of equipment or fixtures, and other continuing expenses. These loans are generally available for up to 100% of the value of the collateral and range from \$5,000 to \$500,000.

Interest rates are fixed and are determined at ASCENTIUM CAPITAL LLC's discretion in accordance with its standard underwriting practices. You are not required to use ASCENTIUM CAPITAL LLC as your lender. If you choose to use ASCENTIUM CAPITAL LLC as your lender, you must enter

into one or more agreements with ASCENTIUM CAPITAL LLC, substantially in the form attached as Exhibit J or as ASCENTIUM CAPITAL LLC may otherwise require depending on your specific loan. The loan will be for between 12 to 72 months and will require monthly payments, with the amount of the payments based on the terms agreed upon. You must grant a first lien on the financed equipment and, if applicable, a security interest and lien on the land or building. ASCENTIUM CAPITAL LLC may require that you personally guarantee the loan. The loans can be pre-paid with Ascentium Capital LLC's prior written consent and there is no pre-payment penalty.

If you default on the loan, the entire remaining balance becomes due and ASCENTIUM CAPITAL LLC may have the right to take possession of the collateral and/or sell or lease the collateral. You must waive your rights to presentment for payment, demand, protest, notice of non-payment or dishonor, notices of protest and all other demands or notices. On default, the loan will bear interest at the rate set forth in the loan agreement. You must also pay ASCENTIUM CAPITAL LLC all the costs of collection or costs of exercising its remedies, including attorneys' fees. You must waive your right to object to jurisdiction in the courts of California as the venue for the resolution of disputes and must waive your right to a trial by jury. See the sample documents in Exhibit J for ASCENTIUM CAPITAL LLC's additional rights and remedies.

In consideration of Choice's agreement to grant ASCENTIUM CAPITAL LLC access to our marketing channels, Choice will receive from ASCENTIUM CAPITAL LLC a flat payment of \$15,000 annually.

\* \* \*

We have not sold, assigned or discounted our commercial paper to anyone, nor do we intend to (although we are permitted to do so).

## ITEM 11

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

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

**PRE-OPENING OBLIGATIONS.** Before you open your hotel in the Choice franchise system, we will provide certain assistance, including:

#### SITE SELECTION

We must approve the site you select. (Franchise Agreement, Section 6(r).) Within 9 months after signing a franchise agreement with us, you must submit to us by or before that deadline, a site plan or other evidence of site control that is acceptable to us. We will accept a fully executed purchase and sale agreement or deed of trust or, if the hotel is to be leased, an executed lease agreement that shows you have possession of the hotel for the entire term stated in the franchise agreement.

We consider a number of factors, including the location, market and revenue potential as factors for approval. Our approval of your site does not assure that your business will be successful. Choice's Franchise Committee will review your application within 30 days of submission. If a site cannot be agreed upon and we reject your application, your affiliation fee will be refunded, less \$5,000 and any pre-application property improvement plan fees that you may have paid and no franchise agreement will be signed. (Franchise Agreement, Section 4(a).) The "typical" length of time to convert to a SUBURBAN hotel varies depending upon your ability to obtain any necessary financing, the amount of renovation

required to meet our specifications and the process and time periods required to obtain all the necessary permits, licenses and approvals from various government agencies (Franchise Agreement, Section 6(r)).

## **CONSTRUCTION**

We will review and comment on whether your preliminary drawings, final working drawings and architectural designs for the hotel satisfy the prototype design specifications. Our approval of your designs does not assure that they are adequate (Franchise Agreement, Section 6(r)).

At our discretion, we may provide additional consultation and services to assist you to construct, renovate, maintain, operate, and/or market the hotel on the same basis as provided to other hotels that are authorized to use our System under the Brand Mark; we reserve the right to charge you reasonable fees that we may establish in advance or on a project-by-project basis for such consultation and services. (Franchise Agreement, Section 5(d).)

You must submit your preliminary drawings for our approval at least 6 months before the Construction Start Deadline (the deadline by which you must start construction), and final working drawings and final architectural designs for the hotel for our approval at least 3 months before the Construction Start Deadline (Franchise Agreement, Section 6(r)). If Construction Start does not commence within 30 days of your final architectural designs for the hotel, then you must resubmit final architectural designs for our approval for approval prior to Construction Start. Our review of your architectural designs is for compliance with our brand standards only and does not assure that your business will be successful, that your designs are suitable for architectural or engineering purposes, or that your designs are in compliance with local, state, or federal laws. It will be your responsibility to comply with all local, state, and national code requirements applicable to the construction of your hotel.

You must begin construction of your hotel within 18 months after the date the parties enter into the franchise agreement, and, within 5 days after this Construction Start, notify us that Construction Start has occurred (Franchise Agreement, Section 6(r)(2)), continue construction of the hotel in accordance with the designs without interruption, until the hotel is ready for our inspection and complete construction of the hotel, including furnishing, equipping and preparing for opening, within 12 months of the Construction Start Deadline (Franchise Agreement, Section 6(r)(3)). After opening, you must report your construction costs to us.

You must undertake any remodeling, renovations, and modifications to existing improvements, necessary to modernize and conform your hotel to the Rules and Regulations or other requirements of our System as described in your franchise agreement. (Franchise Agreement, Section 6(o).)

## **RULES & REGULATIONS**

Upon request, you may view the current Rules and Regulations at our proprietary intranet site, [www.choicecentral.com](http://www.choicecentral.com) (Franchise Agreement, Section 5(a)). Once you become a SUBURBAN franchisee you will have access to these Rules and Regulations without having to request them from us. We may periodically revise, add to or update brand standards and other requirements by issuing revisions to the Rules and Regulations and other manuals that we may publish. As of the date of this Disclosure Document, the Rules and Regulations were a minimum of 165 pages in length. The Table of Contents for our Rules and Regulations manual is attached as Exhibit K to this Disclosure Document.

## **OPENING SERVICES SUPPORT**

Our Opening Services department will assist you to open your hotel in the Choice franchise system.

(Franchise Agreement, Section 5.) We will assign an Onboarding Project Director and Opening Services Coordinator to monitor your project’s progress and to assist you to meet contractual milestones (for example architectural and/or property improvement plan reviews). Your Onboarding Project Director will introduce you to Choice’s organizational support departments, enroll your hotel in appropriate marketing programs, and help coordinate training course attendance/resource utilization. Finally, your Onboarding Project Director will help you to make sure that your hotel meets brand standards and that you have the knowledge and tools to assist you to successfully pass the hotel’s first Quality Assurance Review (QAR). (Franchise Agreement, Section 5.) Once your hotel opens in the Choice franchise system, your Onboarding Project Director will arrange for a meeting with your assigned Area Director, who will be your ongoing liaison with Choice for most day-to-day questions related to our programs and policies. You must ensure your hotel opens in accordance with your franchise agreement. (Franchise Agreement, Section 6(s).)

**LOCAL SALES REPRESENTATION**

You must employ a full-time General Manager exclusive to your hotel and are recommended to employ a dedicated salesperson, with qualifications of either a hotel Sales Leader or Sales Manager, whose principal duty is to spend 50 percent or more of his or her time on the solicitation of extended stay or other business for your hotel only. It is recommended that the dedicated salesperson be employed no less than four months prior to the hotel opening and continuously staffed thereafter.

**TRAINING**

We will provide training, as described below (Franchise Agreement, Section 6(e)). You must comply with our training requirements by ensuring that you and the Hotel’s general manager(s) attend (at the times required by us) our then-current training programs, including our annual national convention for hotels authorized to use the System.

Our training currently involves two comprehensive training programs: the first is the New Franchisee Orientation for franchisee owners and the second is a General Manager Certification Program. We also organize associate certification programs that are mandatory for all line associates as well and train staff on our brand standards. The following table outlines these programs.

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
New Franchisee Orientation	16-23 Hours	0	Rockville, Maryland or Scottsdale, Arizona
General Manager Certification (ESsentials Training Program)	21 Hours	80 Hours	Online, Rockville, MD or at a Property designated by us
Online Staff Certification	5 Hours	25 Hours	Online
<b>Total</b>	<b>43 - 50 Hours</b>	<b>105 Hours</b>	

*New Franchisee Orientation*

We will offer training to the principals of newly signed franchisees as needed. The topics covered in the training (which may be modified) will include as follows:

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM AND ONLINE TRAINING</b>	<b>HOURS OF ON-THE-JOB TRAINING</b>	<b>LOCATION</b>
Choice History, Mission, and Culture	1	None	Rockville, Maryland or Scottsdale, Arizona
Choice Privileges Loyalty Program	1	None	Rockville, Maryland or Scottsdale, Arizona
Choice Extended Stay Brands Overview	1.5	None	Rockville, Maryland or Scottsdale, Arizona
Choice Resources (including Choice University, ChoiceCentral, choiceAdvantage)	1	None	Rockville, Maryland or Scottsdale, Arizona
Franchise Services, Franchise Cares and Opening Service Support for Extended Stay	2.5	None	Rockville, Maryland or Scottsdale, Arizona
Owner Portfolio Strategy (including PIP management)	1	None	Rockville, Maryland or Scottsdale, Arizona
Performance Metrics (including profitability, revenue, and benchmarking for Extended Stay ESOcc)	2.5	None	Rockville, Maryland or Scottsdale, Arizona
Local and Global Sales and Smart Marketing Tools for Extended Stay	2.0	None	Rockville, Maryland or Scottsdale, Arizona
Marketing and Distribution Channels (to include eCommerce, and the related tools)	1	None	Rockville, Maryland or Scottsdale, Arizona
Guest Insight Reporting and Reputation Management	1.5	None	Rockville, Maryland or Scottsdale, Arizona
Brand Identities, Standards and Culture for Extended Stay (including Compliance and Awards)	3.5	None	Rockville, Maryland or Scottsdale, Arizona
Procurement (including vendor sessions)	0.5	None	Rockville, Maryland or Scottsdale, Arizona
Choice Extended Stay Operating and Profitability Model	4	None	Rockville, Maryland or Scottsdale, Arizona

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM AND ONLINE TRAINING</b>	<b>HOURS OF ON-THE-JOB TRAINING</b>	<b>LOCATION</b>
TOTAL	23	0	

Note 1: We reserve the right to modify this training. This training is mandatory for all owners of new hotels, conversions and transfers to new owners and must be completed to our satisfaction. Some or all of the training may not be required if you have previously owned a Choice branded hotel or obtained Choice Hotels training certification for another existing hotel in which case it is expected that the hotel General Manager attend a New Franchisee Orientation class. New Franchisee Orientation classes are held multiple times per year at one of our corporate locations in Rockville, Maryland or Scottsdale, Arizona.

Note 2: Instructional materials for the New Franchisee Orientation Program include handouts or electronic training materials and videos. Experience of New Franchisee Orientation instructors ranges from 10 years to 30 plus years.

Note 3: Each owner must attend the New Franchisee Orientation Program within 90 days of opening in the Choice franchise system. The cost of the training classes will not exceed \$1,950 each for the owner plus travel, lodging and meals while attending the 2.5-day New Franchisee Orientation Program at one of our Choice corporate locations in Maryland or Arizona. Instructional materials are included. Attendance at the New Franchisee Orientation Program is open to other members of your staff. The cost for any subsequent attendees is 50% of the tuition each at a cost not to exceed \$975 each plus travel, lodging and meals while attending the program. Your Regional Area Director may require your attendance at this New Franchisee Orientation Program, at any time, based on less than expected results at an open and operating hotel.

Note 4: If you are an inexperienced hotel franchisee that has never operated an extended stay hotel and you are not planning to use a hotel management company to manage the hotel, we may also require that you attend our separate onboarding training program. This additional immersive training, which may take place either in person or online, will provide 2-4 days of additional training at a cost of approximately \$2,500 to \$7,500 and will be tailored for the novice extended stay hotel operator. As a part of our requirements, your General Manager must attend this training.

Note 5: The failure to attend this training within the prescribed time may result in a formal default of your franchise agreement, and the failure to cure the default could result in the termination of your franchise agreement.

***ESsentials Training Program***

You must have a certified General Manager at your hotel. We will provide our Certified General Manager training under the ESsentials Training program, as described below:

<b>Required GM Syllabus - Prerequisites in ChoiceU</b>	<b>Hours of Online Training</b>	<b>Hours of on-the-job training</b>	<b>Location</b>
Subjects			
Welcome, Wanted and Respected - It's Good for	6 minutes	0	ChoiceU Learning

Everyone CUTV			Modules
Welcome to the Choice Hotels Family	5 minutes	0	ChoiceU Learning Modules
Understanding the Lodging Industry and Hotel Operations	60 minutes	0	ChoiceU Learning Modules
Brand Pages via ChoiceCentral	20 minutes	0	ChoiceU Learning Modules
ChoiceNow Franchisee Portal	22 minutes	0	ChoiceU Learning Modules
Medallia and Reputation Management	60 minutes	0	ChoiceU Learning Modules
Coaching and Development	300 minutes	0	ChoiceU Learning Modules
Guest Service	135 minutes	0	ChoiceU Learning Modules
Revenue Management & Sales	120 minutes	0	ChoiceU Learning Modules
Required Instructor Led Virtual Classes – ESsentials	Hours of Virtual Classroom Training	Hours of on-the-job training	Location
Subjects			
What is Extended Stay	20 minutes	0	Instructor Led - Virtual Class
Extended Stay Brand Overview	45 minutes	0	Instructor Led - Virtual Class
Rules & Regulations	45 minutes	0	Instructor Led - Virtual Class
Choice Privileges	20 minutes	0	Instructor Led - Virtual Class
Quality Assurance	45 minutes	0	Instructor Led - Virtual Class
Reputation Management	30 minutes	0	Instructor Led - Virtual Class
Coaching & Leadership	60 minutes	0	Instructor Led - Virtual Class
Extended Stay Revenue Management	60 minutes	0	Instructor Led - Virtual Class
Extended Stay Sales	60 minutes	0	Instructor Led - Virtual Class
Extended Stay Resources	20 minutes	0	Instructor Led - Virtual Class
Extended Stay Marketing	25 minutes	0	Instructor Led - Virtual Class
Extended Stay Reporting	20 minutes	0	Instructor Led - Virtual Class
Online Exam for Certification	90 minutes	0	Instructor Led - Virtual Class
Total	1268 Minutes	0	

	or 21 hours		
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Note 1: We reserve the right to modify this training. You must have a certified General Manager at your hotel and is present on the hotel premises operations certified by attending the above ESsentials Training program at least 90 days after opening or relicensing the hotel. In addition, at least one hotel staff member that has completed this training must be on the hotel’s premises. The cost of the training class is approximately \$1,500.00 per attendee.

Note 2: Instructional materials for the ESsentials training program include interactive online learning, videos, job aids, virtual workshops, activities, and online examinations. Instructors for the program include Choice University Learning Professionals, and their experiences range from 15 to 30 plus years.

Note 3: As described in Item 5, the ESsentials requirement is satisfied if a hotel staff member in a managerial role has previously completed EMBARK training.

Note 4: If the General Manager, in our reasonable determination, does not meet the standards for knowledge and performance or does not pursue or otherwise successfully complete this ESsentials Training program to our satisfaction, we reserve the right to request that he or she be re-trained. Attendance and full participation at training, as well as passing the final exam is mandatory. We will require attendees to sign a confidentiality agreement as a condition to attend our training.

Note 5: We will require an annual recertification of this Essentials training program at a cost not to exceed \$1,000.

***Online Staff Certification***

All hotel staff must be provided online training access through Choice University. Hotel staff must complete their certification track within 90 days of hire date and present a certificate of completion upon request.

***Other Training and Our Instructors***

We may also make available other required or optional training courses, programs, conferences, seminars, and materials as we deem necessary. If we require additional training, you must require your employees to successfully complete the training. Additional courses, programs, conferences and seminars may be conducted in Rockville or other locations we designate. We may contract with other persons or firms to provide your training. We may charge reasonable fees for instruction and course materials for training programs other than the initial General Manager’s Certification. We may require confidentiality agreements from your employees as a condition of attending our training.

Our instructors are subject matter experts in the detailed brand standards and specific SUBURBAN operating systems. Instructors for the program include facilitators, brand managers, members of our architectural design team, marketing staff and members of the Choice University Department.

As the SUBURBAN System continues to develop, we may change the training. As of the issuance date of the FDD we are not planning any changes, but it is possible that the training program will change before you are ready to start your training. If the program changes, you, your General Manager, and others required to participate in training, will be required to complete the training required at that time.



\* \* \*

In addition, we will provide Re-Licensed Hotel Training, as described below:

**SYSTEMS RE-LICENSE HOTEL TRAINING**

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM TRAINING</b>	<b>HOURS OF ON THE JOB TRAINING</b>	<b>LOCATION</b>
<p>The systems relicense training program entitles owners and General Managers a full year of access to more than a dozen training videos, covering choiceADVANTAGE, Rates Center, ChoiceMAX and ChoiceCentral.</p> <p>Topics include Choice’s property management system, e-brochure, hotel configuration, rates management, direct billing and company profiles, housekeeping functionality, night audit procedures, and more.</p> <p>Owners and Operators are also entitled to weekly live webinar sessions called Office Hours. Office Hours allows Owners and Operators access to experienced Choice University Learning Professionals who can answer systems questions about their individual hotel. Office Hours will be offered weekly at a set time. Each Office Hours session will be scheduled for sixty minutes. The relicense training program allows unlimited access to Office Hours.</p> <p>Every Owner and Operator of a relicensed hotel are also given access to the Relicense Learning Map on ChoiceU.com. This link gives them immediate access to everything they need to know first as a new Owner and Operator of a Choice Hotel.</p>	4	0	Any location with internet access
<b>TOTAL</b>	4	0	

When a Choice branded hotel changes owners and the new owners sign a franchise agreement with Choice (known as a “re-licensing”), the hotel is granted access to customized training videos as well as live (virtual) sessions where they can get their systems questions for their individual hotel answered. The live sessions are delivered remotely via webinar by a Choice University Learning Professional. The training videos, the live sessions, as well as other important learning resources for new Owners and Operators are made available to the relicensed hotel via the Relicense Training Map on ChoiceU.com. The fee for this training is \$995.

In addition, upon re-licensing, the new owners must attend the Choice New Franchisee Orientation, at the earliest available session. However, the new owners must attend the New Franchisee Orientation within 90 days of hotel re-licensing.

Instructional materials for the Re-licensed Hotel Training include a participant guide and a choiceADVANTAGE® Quick Reference Guide. The training materials have been developed and produced by Choice University Learning Professionals with an average experience of 15 plus years.

\* \* \*

We will also provide choiceADVANTAGE® onboarding, as described below:

**choiceADVANTAGE ONLINE REMOTE ONBOARDING (Notes 1 and 2)**

SUBJECT	HOURS OF ON THE JOB TRAINING	LOCATION
Day One <ul style="list-style-type: none"> <li>• Setup and configure hardware</li> <li>• Guide the Property Contact through adding Future Reservations, Pre-Paid Reservations, Company Profiles, Groups and Accounts Receivable.</li> <li>• Review property configuration</li> <li>• Understanding and using reports</li> <li>• Rates Center overview</li> <li>• choiceADVANTAGE® User Admin set-up/overview</li> <li>• ChoiceCentral.com overview</li> <li>• Utilizing Choice resources</li> </ul>	4-6	Remotely
Day Two <ul style="list-style-type: none"> <li>• Complete Property Contact Training</li> <li>• Guide property through balance transfers</li> <li>• Credit Card and EMV installation</li> <li>• Interface installation</li> </ul>	6-8	Remotely
<b>TOTAL</b>	10-14	

Note 1: eLearning training is mandatory for all General Managers, Assistant General Managers, front office managers and all front desk staff and must be completed to our satisfaction. Training is completed in ChoiceU.com and is vital for all hotel staff to complete as it is the only training they will receive on the system. choiceADVANTAGE® eLearning training is a series of training modules prepared by members of our SkyTouch Technology team.

Note 2: Optional on-site choiceADVANTAGE® training is available and will be held at your hotel, preferably in a meeting room and required to have High Speed Internet Access. The on-site training would be conducted by members of our SkyTouch Technology team. On-site choiceADVANTAGE® training requires you to provide one free hotel room per Onboarding Lead per night for the on-site training. In the event you are unable to accommodate the Onboarding Lead to stay at your property for reasons of safety, occupancy permits, or other reasons, you are responsible for reimbursing the costs and expense of the Onboarding Lead’s stay at a comparable neighboring hotel. The fee for optional

on-site choiceADVANTAGE® training is \$6,000. You may reschedule the training without paying an additional fee by providing written notice of your need to postpone the training program to your Onboarding Lead at least 14 days prior to the travel date. There will be a rescheduling fee of \$2,100 if you need to reschedule within 14 days of the travel date or system conversion was not completed while Onboarding Lead was on-site.

\* \* \*

You must also participate in the Educational Resources Program, which provides training on various topics through our online learning management system. The cost of the Educational Resources Program is \$600 annually plus any applicable state tax.

We may also ask you to participate in virtual trainings focused on the topic of extended stay or other related topics, including the operation of an extended stay hotel. These virtual trainings may take place either monthly or every other month, as we may prescribe.

Additional training may be required based on individual hotel needs. We reserve the right to charge you a tuition fee for these additional training programs as established by us from time to time. You also will be required to pay all travel, living and other expenses incurred by your employees while attending any required additional training programs.

We also offer many optional training programs throughout the year, including the regional workshops. In these educational workshops, you and your staff can gain valuable knowledge on a wide variety of topics designed to help your hotel become more effective and efficient.

Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to guests in a manner that reflects the brand standards of the System. You are, and will remain, the sole employer of your employees during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. It is your obligation to ensure that your employees receive adequate training.

\* \* \*

**POST-OPENING OBLIGATIONS.** During your operation of the hotel in the Choice franchise system, we will provide the following services:

#### **FRANCHISE SERVICES SUPPORT**

Our Franchise Services Department will assist you with analyzing competition, identifying and calling on prospective accounts, developing promotional materials and direct mail collateral, considering advertising opportunities, scheduling AAA property inspections, participating in Choice marketing programs and developing a sales action plan for ongoing efforts by your hotel's management team.

#### **QUALITY ASSURANCE**

We will administer a quality assurance program that may include periodic visits to your hotel (by us or our authorized representatives) and/or guest satisfaction surveys to evaluate your compliance with your franchise agreement and the Rules and Regulations. If necessary, we will advise you of changes that you must make to the hotel or its operations to comply with the franchise agreement and/or the Rules and Regulations. (Franchise Agreement, Section 5(b)). Franchisees who fail to improve on identified quality issues may be subject to consequences ranging from written warnings, the payment of re-inspection, non-

compliance and guest satisfaction fees, attendance at mandatory training programs and ultimately to the termination of the franchise agreement.

## **MARKETING AND RESERVATIONS**

We will provide an advance reservation system for your hotel and other Choice branded hotels using the System Fee that you will pay each month during the term of your franchise agreement. (Franchise Agreement, Section 5(c).) We will also provide national, international and regional advertising, promotion, publicity, marketing research, system programs and related programs as we reasonably determine to be appropriate for the entire Choice franchise system, using the System Fee. (Franchise Agreement, Section 5(c).)

Marketing and advertising are primarily disseminated via media such as direct sales efforts, digital media, multi-brand television campaigns, trade publications, radio, directories and other collateral materials. National advertising and promotion agencies are primarily used to create and place advertisements with the participation and supervision of our in-house marketing department. Funding for the advertising program comes from the System Fee that each Choice Hotels franchisee pays each month during the term of their franchise agreement and which we control. We do not use any of the System Fee to solicit new franchisees. The System Fee covers the ongoing development, maintenance and upgrading of the property management and reservations systems, as well as pay for expenditures associated with media, advertising, publicity, public relations, marketing, reservations and similar services, e-commerce initiatives and certain franchise services. All franchisees contribute to the System Fee at a rate dependent on their individual franchise agreement. Company-owned outlets (if any) contribute to the System fee at the standard rate as other franchised outlets. As of December 31, 2022, there were no SUBURBAN company-owned outlets. See Item 6 for a description of the System Fee.

Currently, Choice Hotels Owners Council (CHOC), the Econo Lodge Franchisee Association and the Rodeway Owners' Association administer 13 voluntary regional marketing cooperatives ("Marketing Cooperatives"), which we support. Each Marketing Cooperative establishes an annual fee for participating hotels, and we also provide funding. The participating hotels in a Marketing Cooperative, along with the assistance of a Choice representative, create an annual budget and an annual marketing plan. As of the date of this Disclosure Document, participation in the Marketing Cooperatives is voluntary, and you may opt out on an annual basis. However, we may require participation in the Marketing Cooperatives in the future and we have the right to audit the Marketing Cooperatives program at any time.

You may conduct your own local marketing program provided that all materials comply with brand standards, including proper trademark usage, and are approved in writing by us, typically within 30 days after you submit your materials to us for review. (Franchise Agreement, Section 6(s)(4).) The SmartMarketing program provides marketing and promotional materials that help you promote your hotel professionally and within brand standards. The fee for customizing some materials (for example, business cards and sales flyers) ranges from \$0 to \$45. We are not required to use any portion of the System Fee for advertising in your area.

Any website created for your hotel must follow the Choice Property Website Guidelines, Internet Distribution Policy and Domain Name Policy. (Franchise Agreement, Section 7(b).) We retain the right to pre-approve your hotel's website design and use of linking between your internet web pages (or other networks) and all other web sites. All websites that are accessed from a domain name that uses one or more of the Choice Marks must conform to the Choice Hotels Property Website Guidelines and Internet Distribution Policy and cannot contain, or link to other web pages that contain, logos or information on non-Choice brand hotels. We have the right to determine the content and use of online or electronic media

associated with any of the Choice Marks. You may not participate in any website or other electronic media (including social media) that markets goods and services under the Choice Marks unless it is first approved in writing by us. Your general conduct on the internet or other electronic media, including your use of the Choice Marks or any advertising is subject to the terms and conditions of the Franchise Agreement and any other rules, requirements or policies that we may identify from time to time.

We administer the allocation of the System Fee, which may be commingled with, but are accounted for separately, from our other funds. We do not prepare audited financial statements for our System Fee. However, upon receiving a reasonable request, we will provide an unaudited statement of the System Fee for the previous calendar year. We have no obligation to separate incomes or expenditures between the various Choice brands. Any unspent System Fees remaining at the end of the fiscal year generally are carried over for use in the following year unless there is a deficit from a preceding year. In that case, the monies will be applied to pay down the deficit and anything remaining will be carried over. We pay administrative costs to provide the goods and services described above using a portion of the System Fee. Our internal costs associated with marketing the goods and services of our franchise system are reflected in the percentages below, including our media (broadcast and digital), creative, supplies and graphics. In calendar year 2022, approximately 14.8% of all System Fees collected from the Choice Franchise System was spent on media and other advertising, 8.2% on the Choice Privileges Loyalty Program, which includes national advertising (broadcast and digital), 69.9% on marketing and distribution (for example, reservations services, global sales, eCommerce, publicity, research & analytics) and 7.2% on general and administrative expenses, including the salaries of applicable personnel.

## **COMPUTER HARDWARE AND SOFTWARE**

You will be required to purchase and install a dedicated, wired, business grade High Speed Internet Access solution located at the front desk for access to choiceADVANTAGE<sup>®</sup>, to electronically update your hotel's information in our advance reservations system; to receive reservations from our advance reservations system; to collect data on reservations made by travel agents; to collect daily revenue and occupancy figures; and to manage your front desk operations. (Franchise Agreement, Section 6(g).)

The costs and fees for purchasing a license to use the choiceADVANTAGE<sup>®</sup> system include:

choiceADVANTAGE<sup>®</sup> Software License and Administrative Fee -- \$2,350-\$4,350 (payable to Choice Hotels);

choiceADVANTAGE<sup>®</sup> Systems Onboarding and Project Management Fee -- \$2,500 (payable to Choice Hotels);

choiceADVANTAGE<sup>®</sup> Software Interface Implementation Fee (optional) -- \$1,500 (payable to Choice Hotels);

choiceADVANTAGE<sup>®</sup> Credit Card Interface Implementation Fee -- \$400 (payable to Choice Hotels);

choiceADVANTAGE<sup>®</sup> Database Clean Up Fee -- \$500 (payable to Choice Hotels); and

Dell hardware -- \$2,125 - \$7,300 depending on the configuration (payable to Insight).

We will also provide the following:

- Ongoing remote support relating to maintenance of the choiceADVANTAGE<sup>®</sup> software,

24 hours a day, 7 days a week.

- Enhancements or updates to the choiceADVANTAGE® software with training bulletins.
- Online training on ChoiceU.com relating to the use of the choiceADVANTAGE® software.
- The choiceADVANTAGE® software.

You are required to purchase the mandatory Dell hardware package through our preferred hardware vendor, Insight. Your Dell hardware will be subject to Dell's warranty and support provisions. The cost of the computer hardware listed above does not include the cost of any peripheral items such as credit card processing machines, printers, or other network needs unique to your hotel.

You will be required to refresh the choiceADVANTAGE® system with Dell hardware and required peripherals in order to comply with specifications mandated by us. Dell hardware and required peripherals should be refreshed every 48 months or upon expiration of your hardware warranty. We estimate that the cost to refresh and install new Dell hardware and peripherals will be between \$2,000 and \$7,000 depending on the configuration at your hotel (number of workstations, printers etc.). However, there is no limit on the frequency or cost of this obligation.

We will have independent access to the information that will be generated by the choiceADVANTAGE® property management system and will use the information and data to identify trends, as well as to perform statistical analysis for improvement of the brand standards, as well as the overall Choice franchise system.

We have approved a chip enabled credit card acceptance (EMV) hardware for use in your hotel. We require chip enabled credit card acceptance (EMV) hardware for use in your hotel. We estimate the cost of each device, including programming, to be approximately \$875. Fees may vary based on the number of devices required for your hotel. We also require EMV software for use in your hotel. The required EMV software for processing credit card payments through choiceADVANTAGE® property management system is only available from Shift4 Payments, a Nevada corporation, with a business address at 1491 Center Crossing Road, Las Vegas, Nevada 89144. You will make payments directly to Shift4. Shift4 is a Qualified Vendor. See Item 8 of this Disclosure Document.

## **CHANGE IN SLEEPING ROOM COUNT**

We will review and, where appropriate, approve requests to add or remove guestrooms to your hotel after receipt of your room count change fee (if applicable) and construction plans (Franchise Agreement, Section 8).

## **ITEM 12**

### **TERRITORY**

We grant franchises for specific sites only. You will not receive an exclusive territory, unless we grant to you an exclusive territory as further discussed below. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we may, depending on local market conditions or other factors such as your prior history with us (if any) and number of hotels franchised by us, grant exclusive territories in which no other hotel of the same brand will be franchised or operated for a period of time that we determine. Preferred regions or exclusive territories are determined by us. Our grant of a preferred region or exclusive territory can be terminated by us if you default under your franchise agreement, including failing to maintain quality standards or failing to pay fees due on a timely basis.

In addition, if you sign a Master Development Agreement with us (Exhibit E), we may grant you limited rights to build additional hotels in accordance with a development schedule and in an area that is protected from other hotels of the same brand. Preferred regions and exclusive territories, if any, are determined by us in our sole discretion. Our grant of a preferred region or exclusive territory can be terminated by us if you default under your franchise agreement, including failing to maintain quality assurance scores or failing to pay fees due on a timely basis. Our grant of a preferred territory under a Master Development Agreement can be terminated by us if you default under your Master Development Agreement, including failure to comply with the Development Schedule.

We expressly reserve the right to grant franchises or open company owned hotels at any location under any brand name other than the location specified in the franchise agreement or Master Development Agreement. We may open company-owned hotels under any brand and offer hotel franchises for upscale, mid-priced and budget hotels under any of the Choice Marks.

If you wish to relocate or establish additional facilities, you must follow our usual application procedures and sign additional franchise agreements. Customarily, we do not grant to franchisees options, rights of first refusal or similar rights to acquire additional franchises.

We may take reservations for rooms through any method of distribution, including sales through such channels of distribution as the internet, catalog sales, telemarketing, or other direct marketing sales (“Alternative Distribution Channels”). You will receive no compensation for our sales through Alternative Distribution Channels, unless we make a reservation on your behalf.

You may solicit or accept reservations from customers at any location (including outside your territory, if applicable). You may use Alternative Distribution Channels to make sales if you comply with all of our standards, including any approval process that we may require (see Item 11). We, our affiliates and franchisees can use Alternative Distribution Channels to make sales anywhere (including within your territory if applicable) of product or services under trademarks different from the trademarks that you are permitted to use under your franchise agreement. See Item 1 for additional information on other Choice brands.

We have implemented a Fair Franchising Policy (attached as Exhibit M) that sets general guidelines on how Choice will maintain the overall Choice franchise system of brands, including principles for informal resolution of disputes between Choice and our franchisees. The Fair Franchising Policy is an internal policy, not a contractual obligation and can be changed or revoked by Choice in our sole discretion and at any time on reasonable notice. The Incremental Impact Policy, which is referenced in the Fair Franchising Policy, does not apply to SUBURBAN hotels.

As noted in Item 1, we currently grant franchises for hotels operated under the following brands or extensions of these brands: ASCEND HOTEL COLLECTION®, CAMBRIA®, CLARION HOTEL®, CLARION INN®, CLARION INN & SUITES®, CLARION SUITES®, CLARION RESORT®, CLARION COLLECTION®, CLARION POINTE®, COMFORT INN®, COMFORT INN & SUITES®, COMFORT SUITES®, COUNTRY INN & SUITES®, ECONO LODGE®, ECONO LODGE INN & SUITES®, EVERHOME SUITES®, MAINSTAY SUITES®, PARK INN®, PARK INN® RESIDENCES, QUALITY INN®, QUALITY INN & SUITES®, QUALITY SUITES®, QUALITY HOTEL®, RADISSON®, RADISSON BLU®, RODEWAY INN®, RODEWAY INN & SUITES®, SLEEP INN®, SLEEP INN & SUITES®, SUBURBAN®, SUBURBAN STUDIOS® and WOODSPRING SUITES®. We have the right to operate and franchise these hotels at any location in accordance with the terms of your franchise agreement and you may compete with any of our brands in the operation of your hotel. Those hotels could be company-owned, franchised, or both. We also have the right to operate or franchise a hotel

or other business under a different trademark. We do not maintain physically separate offices or training facilities for the other Choice brands that may compete with your hotel.

**ITEM 13**

**TRADEMARKS**

You will receive in the franchise agreement a limited license and obligation to use one or more of the trademarks and trade names identified below together with the related logo(s), including designs, stylized letters and colors that we permit you to use at your hotel and in advertising for your hotel, and any other additional or substituted trademarks, trade names, service marks or logos that we later adopt and authorize you in writing to use.

We own and license to you some of the following service marks and trademarks registered on the Principal Register with the U.S. Patent and Trademark Office that correspond to the brand you may be granted to use in your franchise agreement:

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
SUBURBAN	3150913	03-Oct-2006	Registered
SUBURBAN STUDIOS	6886194	18-Nov-2021	Registered
SUBURBAN STUDIOS & Design	6886200	25-October-2022	Registered
SUBURBAN STUDIOS EXTENDED STAY BY CHOICE HOTELS	6996201	25-October-2022	Registered

We have filed all required affidavits and renewals in connection with the above-noted registered trademarks.

You must follow the policies and rules we establish from time to time governing your use of the trademarks that your franchise agreement permits you to use. “Choice Marks” means collectively all of our trademarks or trade names, the trademarks and trade names ASCEND®, CAMBRIA®, CLARION®, CLARION POINTE®, COMFORT®, COUNTRY INN & SUITES®, ECONO LODGE®, EVERHOME™, MAINSTAY®, PARK INN®, PARK PLAZA®, QUALITY®, RADISSON®, RADISSON BLU®, RADISSON COLLECTION®, RADISSON INDIVIDUALS®, RADISSON INN & SUITES™, RADISSON RED®, RODEWAY INN®, SLEEP®, SUBURBAN®, SUBURBAN STUDIOS® and WOODSPRING®, and our slogans (such as “Our Business is You®”), the names/trademarks of any Choice products, the names of our property management system, reservation system, guest loyalty program and any other additional or substituted trademarks, trade names, service marks or logos. You cannot use any Choice Marks or anything similar to these words in your name or the name of any of your affiliates, whether a partnership, corporation, limited liability company, joint venture or any other type of business organization, or as (or as incorporated in) the name and/or design of any other building, business or business activity. You may not establish a website on the internet using the Choice Marks, or anything similar to the aforementioned words that does not comply with our Domain Name Policy, Internet Distribution Policy or our Property Website Guidelines (or such similar policies or regulations adopted by us from time to time). We retain the right to pre-approve your use of linking and framing between your internet web pages (or other network) and all other websites. All websites that are



accessed from a domain name that uses a Choice Mark must conform to the Choice Hotels Property Website Guidelines and Internet Distribution Policy and cannot contain, or link to other web pages that contain, logos or information relating to non-Choice branded hotels. We have the right to determine the content and use of online or electronic media associated with any of the Choice Marks. You may not participate in any website or other electronic media (including social media) that markets goods and services under the Choice Marks unless it is first approved in writing by us.

If you are required by law to register any of the Choice Marks, your trademark application must specify that you use the Choice Marks: (1) only at your hotel and in advertising for your hotel; (2) only during the term of your franchise agreement; and (3) without claiming any property right in the Choice Marks during or after the term of your franchise agreement.

There are no effective material determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; pending infringement, opposition or cancellation proceedings; or pending material litigation involving the Choice Marks that your franchise agreement permits you to use.

We have no agreements currently in effect that significantly limit our rights to use or license our use of the Choice Marks. We do not know of any superior prior rights or material infringing uses of the Choice Marks that could materially and adversely affect your permitted use of the Choice Marks in any state.

You will not interfere with our use or registration of any of the Choice Marks, or with use of the Choice Marks by other hotels. You have no right to sublicense anyone else to use any Choice Marks and you have no right to use them for any purpose other than as permitted in connection with your hotel.

You must promptly notify us of any suit filed or demand made against you challenging the validity of any of the Choice Marks (“Mark Claim”). Using our attorneys, we agree to protect and defend you against a Mark Claim, and to defend and indemnify you against your loss, cost or expense related to the Mark Claim, except where the Mark Claim arose because you used the Choice Marks in violation of your franchise agreement. You may not settle or compromise a Mark Claim without our prior written consent, and you agree to cooperate with us in defending against any Mark Claim.

## **ITEM 14**

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

#### **Patents and Copyrights**

We have no patents or copyright registrations or pending patent or copyright applications that are material to the franchise. However, we claim copyrights on certain forms, advertisements, promotional materials, our proprietary software, our rules and regulations and other written materials. We also claim copyrights and other proprietary rights in the Rules and Regulations and the Choice Marks. There are no agreements currently in effect that significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the U.S. Patent and Trademark Office, the U.S. Copyright Office (Library of Congress), or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this Disclosure Document, we are unaware of any infringing uses of, or superior rights to, any of our copyrights that materially and adversely affect your use of them in any state.

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

## **Proprietary Information**

Except as provided in your franchise agreement, the Rules and Regulations, or as otherwise authorized by us, you may never – during the term of the franchise agreement or after your franchise agreement expires or is terminated – reveal any of our proprietary information to another person or use it for any other purpose or business. You may not copy any of our proprietary information or give it to a third party except as we authorize in writing prior to any such transfer.

Our proprietary information includes any manuals, feedback, automated advance reservation and property management methods, our ecommerce offerings, any other automated systems techniques, our business referral, gift card and credit card agreements, the franchise agreement, the Rules and Regulations, and those identifying brand characteristics of the Choice franchise system as we may reasonably designate. In addition, you are required to restrict your General Managers, Office Managers, Directors of Sales, and any third-party property management company from revealing any of our proprietary information to another person or using it for any other person or business. This includes requiring your General Manager, Office Managers, Director of Sales, and any third-party property management company to maintain Choice's trade secrets and proprietary information in confidence and to protect against such information being copied or given to a third party except as we authorize.

### **ITEM 15**

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

We do not require you to personally participate in the direct operation of the franchised hotel nor do we make any recommendation regarding your personal participation in the direct operation of the franchise business. However, you must have a certified General Manager at your hotel. We provide Choice Hotels Certified General Manager training under the Choice Extended Stay ESsentials Training Program and each new or replacement General Manager must be certified. A General Manager is not required to hold any ownership interest in the hotel in order to operate the franchise business.

Choice may require that you contract with a recognized hotel management company with extended-stay credentials.

### **ITEM 16**

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

Goods or services that you offer at your hotel must be consistent with high moral and ethical principles. You must offer accommodations and accompanying goods and services that comply with our Rules and Regulations and applicable local, state, and federal law. We may periodically modify the Rules and Regulations to require you to provide additional services or amenities to your guests. See Item 8 for additional information.

### **ITEM 17**

#### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP**

**These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

**FRANCHISE AGREEMENT**

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 3	Term is 20 years after the Opening Date, subject to (d), (e) and (f) below. If you are entering into a replacement franchise agreement for your existing Suburban brand hotel, we have the discretion to offer you a term of less than 10 years.
b. Renewal or extension of the term	Not Applicable	No provision for renewal after 20 year term expires.
c. Requirements for you to renew or extend	Not Applicable.	
d. Termination by you	Section 10(a)	<p>For a newly constructed hotel you have the right to terminate on the 10<sup>th</sup> and 15<sup>th</sup> anniversary of the opening date and for converted properties you have the right to terminate on the 5<sup>th</sup>, 10<sup>th</sup> or 15<sup>th</sup> anniversary of the Opening Date. To exercise either termination right you must give us no less than 12 months prior written notice provided you have paid all fees and charges under the franchise agreement and any other related agreement at all times during the remainder of the term. If we are in default of material obligations, you may terminate the franchise agreement, if after 60 days written notice, we have failed to cure the default.</p> <p>If you participate in the Diversity Developer Diversity Incentive Program described in Item 10, you will also be asked to sign an addendum to your franchise agreement with a new term of 20 years, and you will have the right to terminate without cause on the 10<sup>th</sup> or 15<sup>th</sup> anniversary of the Opening Date.</p>
e. Termination by us without cause	Not Applicable	If you participate in the Diversity Developer Diversity Incentive Program described in Item 10, you will also be asked to sign an addendum to your franchise agreement with a new term of 20 years, and, subject to state law, we will have the right to terminate without cause on the 10 <sup>th</sup> or 15 <sup>th</sup> anniversary of the Opening Date.
f. Termination by us with cause	Section 10(b)	We may terminate if you are in default and fail to cure within the applicable time period.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
g. "Cause" defined - curable defaults	Section 10(b)(1)	Non-curable defaults: threat of danger due to condition of hotel; abandonment; loss of possession; criminal behavior; unauthorized transfer; knowingly false statements on application, submission of false reports or maintenance of false books and records; failure to open hotel; becoming insolvent or making a general assignment for the benefit of creditors; failure to maintain the required insurance coverage; we send you 2 notices of default for the same or similar cause in any consecutive 12 month-period, whether or not cured; failure to begin construction or renovation of the hotel on or before the required date or failure to begin or complete construction or renovation of the hotel on or before the required dates; failure to complete required property improvements by their deadlines; engaging in conduct that damaged our brand; unauthorized disclosure of confidential information; or breach of another agreement with us or our affiliates, or relating to the possession of the hotel.
h. "Cause" defined – non-curable defaults	Section 10(b)(2)	Non-curable defaults: threat of danger due to condition of hotel, abandonment, loss of possession, criminal behavior, unauthorized transfer, knowingly false statements on application, submission of false reports or maintenance of false books and records, failure to open hotel, you become insolvent or make a general assignment for the benefit of creditors, failure to maintain the required insurance coverage; we send you 2 notices of default for the same or similar cause in any consecutive 12 month-period, whether or not cured; or failure to begin or complete construction or renovation of the hotel on or before the required dates.
i. Your obligations upon termination/non-renewal	Sections 10 and 11	Obligations include complete de-identification; payment of all fees due; cancellation of any assumed name filing containing any Choice Marks; return of all materials we provided for the operation of the hotel and payment of any damages as a result of enforcing Section 10 or 11 of the franchise agreement.
j. Assignment of contract by us	Section 9(a)	No restrictions on our right to assign.
k. "Transfer" by you- defined	Section 9(b)	Includes sale, assignment, lease, or other encumbrment of the franchise agreement, the hotel or ownership change.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
l. Our approval of transfer by you	Section 9(b)	We must approve all transfers of more than 5% of the ownership interest in the hotel with certain exceptions.
m. Conditions for our approval of transfer	Sections 9(b) and 9(c)	Transferee must meet all of our then-current qualifications for new franchisees; the hotel must comply with our then-current brand image and standards. In addition, if you transfer a Controlling Interest in you (if you are an entity) or the hotel, the transferee must sign our then-current form of franchise agreement and pay a re-licensing fee equal to the then-current affiliation fee we charge. If we approve the transfer to a Close Family Member (for example, current spouse, parent, child, sibling, or grandparent), that Close Family Member must pay us an application fee (not to exceed \$7,500).
n. Our right of first refusal to acquire your business	Not Applicable	
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	Section 9(c)	Franchise must be assigned by estate to a remaining franchisee or to your heirs, when we approve, within 12 months.
q. Non-competition covenants during the term of the franchise	Not Applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	
s. Modification of the agreement	Section 20(h)	This agreement may only be modified in writing and signed by both parties.
t. Integration/merger clause	Section 24	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 21	Except for certain claims, all disputes must be arbitrated.
v. Choice of forum	Sections 21 and 24	Arbitration must be in Maryland (subject to state law). See Exhibit D, Addenda to the Franchise Agreement.
w. Choice of law	Sections 20(f) and 21	Maryland law applies (subject to state law). See Exhibit D, Addenda to the Franchise Agreement.
x. Other – Liquidated Damages	Sections 10(d) and 11(a)	If we terminate the franchise agreement due to your default, or if you use our trademarks after the franchise agreement is terminated, you may be subject to liquidated damages.

## MASTER DEVELOPMENT AGREEMENT

PROVISION	SECTION IN MASTER DEVELOPMENT AGREEMENT	SUMMARY
a. Length of the agreement term	Section 2	Term is the number of years from the effective date to the last date in the Development Schedule.
b. Renewal or extension of the term	Not Applicable	
c. Requirements for you to renew or extend	Not Applicable	
d. Termination by you	Section 9(b)	If we fail to comply with any material term or condition of the Master Development Agreement, you may terminate the Agreement if we do not cure the default within 15 days after receiving written notice of the default.
e. Termination by us without cause	Not Applicable	
f. Termination by us with "cause"	Section 9(a)	We may terminate the Master Development Agreement if you are in default, without providing you an opportunity to cure.
g. "Cause" defined - curable defaults	Not Applicable	
h. "Cause" defined - defaults that cannot be cured	Section 9(a)	Non-curable defaults: you fail to comply with the development schedule; you fail to comply with any material term of the Master Development Agreement; or any franchise agreement that was executed pursuant to the terms of the Master Development Agreement is terminated.
i. Your obligations upon termination/non-renewal	Section 10	You have no right to establish or operate any SUBURBAN hotel, unless there is an effective franchise agreement. We can establish, or franchise others to establish, SUBURBAN hotels in any area.
j. Assignment of contract by us	Not Applicable	
k. "Transfer" by you-defined	Not Applicable	
l. Our approval of transfer by you	Not Applicable	
m. Conditions for our approval of transfer	Not Applicable	
n. Our right of first refusal to acquire your business	Not Applicable	
o. Our option to purchase your business	Not Applicable	

<b>PROVISION</b>	<b>SECTION IN MASTER DEVELOPMENT AGREEMENT</b>	<b>SUMMARY</b>
p. Your death or disability	Not Applicable	
q. Non-competition covenants during the term of the franchise	Not Applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	
s. Modification of the agreement	Not Applicable	
t. Integration/merger clause	Not Applicable	
u. Dispute resolution by arbitration or mediation	Section 18	Except for certain claims, all disputes must be arbitrated.
v. Choice of forum	Section 18	If multiple arbitrations filed, the demand filed in Maryland controls (subject to state law). See Exhibit D, Addenda to the Franchise Agreement.
w. Choice of law	Section 17	Maryland law applies (subject to state law). See Exhibit D, Addenda to the Franchise Agreement.

**choiceADVANTAGE® SOFTWARE TERMS OF USE**

<b>PROVISIONS</b>	<b>SECTION IN CHOICEADVANTAGE SOFTWARE TERMS OF USE</b>	<b>SUMMARY</b>
a. Length of the agreement term	TERMINATION	The Terms of Use will begin when you accept the terms and will terminate if the franchise agreement terminates or expires, if you are in default of the Terms of Use or if you fail to make payments for the use of the software.
b. Renewal or extension of the term	Not Applicable	
c. Requirements for you to renew or extend	Not Applicable	
d. Termination by you	Not Applicable	
e. Termination by us without cause	TERMINATION	Upon expiration of the franchise agreement.
f. Termination by us with "cause"	TERMINATION	We may terminate if you are in default.

<b>PROVISIONS</b>	<b>SECTION IN CHOICEADVANTAGE SOFTWARE TERMS OF USE</b>	<b>SUMMARY</b>
g. "Cause" defined - curable defaults	Not Applicable	
h. "Cause" defined - defaults that cannot be cured	TERMINATION	Non-curable defaults: breach of any provision in the Terms of Use; failure to make payments for use of the software; termination of the franchise agreement.
i. Your obligations upon termination/non-renewal	Not Applicable	
j. Assignment of contract by us	Not Applicable	
k. "Transfer" by you – defined	SOFTWARE USE AND SITE ACCESS; GENERAL	You may not transfer or assign the software, your right to access the site, or any rights under the Terms of Use.
l. Our approval of transfer	SOFTWARE USE AND SITE ACCESS; GENERAL	You may not assign without Choice's written permission to do so.
m. Conditions for our approval of transfer	Not Applicable	
n. Our right of first refusal to acquire your business	Not Applicable	
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	Not Applicable	
q. Non-competition covenants during the term of the franchise	Not Applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	
s. Modification of the agreement	PREAMBLE	We may modify, add or remove any terms and conditions without notice or liability to you. You accept and agree to any modifications, additions, or removals by your subsequent use of the software.
t. Integration/merger clause	ENTIRE AGREEMENT	Only the terms of the Terms of Use and the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of forum	Not Applicable	



PROVISIONS	SECTION IN CHOICEADVANTAGE SOFTWARE TERMS OF USE	SUMMARY
w. Choice of law	GOVERNING LAW	Maryland law applies (subject to state law) except the Maryland Uniform Computer Information Transactions Act, which is expressly disclaimed.

## ITEM 18

### PUBLIC FIGURES

We do not use any public figure to promote our franchise.

## ITEM 19

### FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in 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 tables below provide certain historic performance information for franchised SUBURBAN Hotels operating in the United States. As of December 31, 2022, there were 75 open and operating SUBURBAN hotels in the United States. Of these 75 hotels, there were 46 hotels that met the definition of the 24 Month Performance Sample. The “24 Month Performance Sample” means all franchised SUBURBAN hotels that were open and operating as of December 31, 2022 and that were franchised by Choice and operating on or before January 1, 2021, excluding hotels that: (1) repositioned from another Choice brand to SUBURBAN during the period beginning January 1, 2022 and ending December 31, 2022; (2) had incomplete performance numbers (e.g., missing supply, demand and revenue information) for at least 30 days during the period beginning January 1, 2022 and ending December 31, 2022; (3) experienced an interruption in operations (for example, due to renovation, natural disaster, etc.) of more than 30 consecutive days during the period beginning January 1, 2022 and ending December 31, 2022; and (4) had no hotel room inventory changes resulting in greater than 10% fluctuation of annual available room nights during the period beginning January 1, 2022 and ending December 31, 2022.

Additionally, of these 75 open and operating SUBURBAN hotels in the United States, there were 52 hotels that met the definition of the 12 Month Performance Sample. The “12 Month Performance Sample” means all franchised SUBURBAN hotels that were open and operating as of December 31, 2022 and that were franchised by Choice and operating on or before January 1, 2022, excluding hotels that: (1) repositioned from another Choice brand SUBURBAN during the period beginning January 1, 2022 and ending December 31, 2022; (2) had incomplete performance numbers (e.g., missing supply, demand and revenue information) for at least 30 days during the period beginning January 1, 2022 and ending December 31, 2022; (3) experienced an interruption in operations (for example, due to renovation, natural disaster, etc.) of more than 30 consecutive days during the period beginning January 1, 2022 and ending December 31, 2022; and (4) had no hotel room inventory changes resulting in greater than 10% fluctuation of annual

available room nights during the period beginning January 1, 2022 and ending December 31, 2022.

There were no SUBURBAN hotels that closed during Year 2022 after being open less than 1 year.

**Table 1a: For Year Ended December 31, 2022 - Average Occupancy Rate, Average Daily Rate, RevPAR, and Total Choice Contribution for SUBURBAN Hotels in the 24 Month Performance Sample**

	<b>Aggregate or Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>	<b>Hotels Meeting or Exceeding Average</b>	
Total Open and Operating Hotels	75					
Performance Sample	46				<b>Count</b>	<b>Percent</b>
Average Occupancy Rate	70.1%	70.4%	24.8%	92.6%	24	52.2%
Average Daily Rate	\$63.02	\$62.10	\$34.09	\$105.74	21	45.7%
Revenue per Available Room (“RevPAR”)	\$44.18	\$42.23	\$11.72	\$81.98	19	41.3%
Total Choice Proprietary Contribution	53.7%	53.1%	17.6%	80.7%	21	45.7%

**Table 1b: For Year Ended December 31, 2022 - Average Occupancy Rate, Average Daily Rate, RevPAR, and Total Choice Contribution for SUBURBAN Hotels in the 12 Month Performance Sample**

	<b>Aggregate or Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>	<b>Hotels Meeting or Exceeding Average</b>	
Total Open and Operating Hotels	75					
Performance Sample	52				<b>Count</b>	<b>Percent</b>
Average Occupancy Rate	68.7%	69.4%	24.8%	92.6%	28	53.8%
Average Daily Rate	\$62.69	\$61.59	\$34.09	\$105.74	22	42.3%
Revenue per Available Room (“RevPAR”)	\$43.07	\$41.55	\$11.72	\$81.98	20	38.5%
Total Choice Proprietary Contribution	53.7%	53.1%	17.6%	80.7%	24	46.2%

**Notes:** We used the following definitions in Tables 1a and 1b above:

“Average Occupancy Rate” is the average of each hotel’s occupied rooms reported for each hotel divided by its total number of available rooms.

“Average Daily Rate” is the average of each hotel’s gross room revenue reported divided by its total number of occupied rooms reported.

“RevPAR” is the average of each hotel’s gross room revenues reported divided by its number of available rooms.

“Total Choice Proprietary Contribution” is the average of each hotel’s revenue generated through the CRS (excluding online travel agent bookings) and non-CRS marketing channels, including members of our Choice Privileges and affiliated guest loyalty programs that booked directly with Choice Hotels branded properties as well as reservation revenue from wholesale group accounts and global sales accounts, excluding cancelled reservations, divided by that hotel’s gross room revenues.

**Table 2a: For Year Ended December 31, 2022 – CRS Net Reservations Contribution and CRS Average Daily Rate for SUBURBAN Hotels in the 24 Month Performance Sample**

	<b>Aggregate or Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>	<b>Hotels Meeting or Exceeding Average</b>	
Total Open and Operating Hotels	75					
Performance Sample	46				<b>Count</b>	<b>Percent</b>
CRS Net Reservations Contribution	33.1%	30.3%	6.9%	67.4%	20	43.5%
CRS Average Daily Rate	\$67.58	\$68.96	\$33.23	\$108.18	24	52.2%

**Table 2b: For Year Ended December 31, 2022 – CRS Net Reservations Contribution and CRS Average Daily Rate for SUBURBAN Hotels in the 12 Month Performance Sample**

	<b>Aggregate or Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>	<b>Hotels Meeting or Exceeding Average</b>	
Total Open and Operating Hotels	75					
Performance Sample	52				<b>Count</b>	<b>Percent</b>
CRS Net Reservations Contribution	33.9%	30.7%	6.9%	69.3%	19	36.5%
CRS Average Daily Rate	\$67.51	\$67.80	\$33.23	\$108.18	26	50.0%

**Notes:** We used the following definitions in Tables 2a and 2b above:

“CRS Net Reservations Contribution” is the average of each hotel’s revenue generated through the CRS, excluding cancelled reservations, divided by that hotel’s gross room revenues.

“CRS Average Daily Rate” is the Average Daily Rate for reservations generated through the CRS, excluding cancelled reservations.

**Table 3a: For Year Ended December 31, 2022 - Choice Privileges Contribution and Choice Privileges Average Daily Rate for SUBURBAN Hotels in the 24 Month Performance Sample**

	<b>Aggregate or Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>	<b>Hotels Meeting or Exceeding Average</b>	
Total Open and Operating Hotels	75					
Performance Sample	46				<b>Count</b>	<b>Percent</b>
Choice Privileges Contribution (through all sources)	21.6%	22.0%	3.5%	35.8%	23	50.0%
Choice Privileges Average Daily Rate	\$64.70	\$64.70	\$33.13	\$116.60	21	45.7%

**Table 3b: For Year Ended December 31, 2022 – Choice Privileges Contribution and Choice Privileges Average Daily Rate for SUBURBAN Hotels in the 12 Month Performance Sample**

	<b>Aggregate or Average</b>	<b>Median</b>	<b>Low</b>	<b>High</b>	<b>Hotels Meeting or Exceeding Average</b>	
Total Open and Operating Hotels	75					
Performance Sample	52				<b>Count</b>	<b>Percent</b>
Choice Privileges Contribution (through all sources)	21.5%	22.0%	0.6%	38.5%	26	50.0%
Choice Privileges Average Daily Rate	\$64.63	\$63.76	\$33.13	\$116.60	22	42.3%

**Notes:** We used the following definitions in the Tables 3a and 3b above:

“Choice Privileges Contribution” is the average of each hotel’s eligible revenue generated through our Choice Privileges guest loyalty program and other affiliated loyalty programs through all sources, including airline loyalty programs and the CRS, and excluding cancelled reservations, divided by that hotel’s gross room revenues.

“Choice Privileges Average Daily Rate” is the Average Daily Rate for reservations generated through our Choice Privileges guest loyalty program and other affiliated loyalty programs, including airline loyalty programs, excluding cancelled reservations.

\* \* \*

The financial performance representations in the above Tables do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your hotel. Franchisees or former franchisees, listed in this Disclosure Document, may be one source of this information.

The data presented in the above Tables above relate to historical performance of franchised SUBURBAN hotels in the United States and represent average performance of SUBURBAN branded hotels in a specific performance sample. The data are based on information that individual franchise owners provided to us and verified as accurate. Written substantiation of the financial information that forms the bases for our financial performance representations will be made available to you within a reasonable period of time following receipt of your written request.

**Some franchised SUBURBAN hotels have earned the results indicated above. Your individual results may differ. There is no assurance that you'll earn as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations.

Except as stated in this Item 19, we do not furnish to you or authorize our salespersons to furnish to you any oral or written information or representation on the actual or potential sales, costs, income or profits of any SUBURBAN franchise. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our General Counsel until December 1, 2023 at 1 Choice Hotels Circle, Suite 400, Rockville, Maryland 20850 and at (301) 592-5000, and after December 1, 2023 at 915 Meeting Street, North Bethesda, Maryland 20852 and at (301) 592-5000; the Federal Trade Commission; and the appropriate state regulatory agencies.

## ITEM 20

### OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1  
SUBURBAN  
System-wide Outlet Summary  
For Years 2020 to 2022\***

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised Outlets	2020	60	66	+6
	2021	66	71	+5
	2022	71	75	+4

Company Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2020	60	66	+6
	2021	66	71	+5
	2022	71	75	+4

\*As of December 31, for each year.

**Table No. 2**  
**Transfers of SUBURBAN Outlets from Franchisees to New**  
**Owners**  
**(Other than the Franchisor)**  
**For Years 2020 to 2022\***

<b>State**</b>	<b>Year</b>	<b>Number of Transfers</b>
Colorado	2020	0
	2021	0
	2022	1
Florida	2020	1
	2021	0
	2022	1
Georgia	2020	1
	2021	0
	2022	0
Indiana	2020	1
	2021	1
	2022	1
Missouri	2020	1
	2021	0
	2022	0
Nebraska	2020	0
	2021	0
	2022	1
New Mexico	2020	0
	2021	0
	2022	1
North Carolina	2020	0
	2021	1
	2022	0
Ohio	2020	0
	2021	1
	2022	0
South Carolina	2020	0

	2021	1
	2022	0
Texas	2020	1
	2021	0
	2022	1
West Virginia	2020	1
	2021	0
	2022	0
Total***	2020	6
	2021	4
	2022	6

\*As of December 31, for each year.

\*\*States not listed had no transfer activity to report.

\*\*\*Includes both voluntary and involuntary transfers.

**Table No. 3**  
**Status of SUBURBAN Franchised Outlets**  
**For Years 2020 to 2022\***

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	1	0	0	0	2
Arizona	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
Arkansas	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Colorado	2020	1	0	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Florida	2020	8	0	0	0	0	0	8



	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Georgia	2020	5	1	0	0	0	0	6
	2021	6	1	0	1	0	1	5
	2022	5	1	0	0	0	0	6
Indiana	2020	4	1	0	0	0	1	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Iowa	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Kentucky	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Michigan	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Mississippi	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Mexico	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New York	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3

North Carolina	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	2	5
	2022	5	0	0	0	0	0	5
Ohio	2020	1	2	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	1	3
Pennsylvania	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
South Carolina	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	2	6
	2022	6	1	0	0	0	1	6
Tennessee	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Texas	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Virginia	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
West Virginia	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
Wisconsin	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total	2020	60	7	0	0	0	1	66
	2021	66	12	0	1	0	6	71
	2022	71	8	1	0	0	3	75

\* As of December 31, for each year. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time. States not listed had no activity to report.

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2020 to 2022\***

State**	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Choice	Ceased Operations – Other Reason	Outlets at End of the Year
Total	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

\*As of December 31, for each year.

\*\*States not listed had no corporate-owned outlets to report.

**Table No. 5**  
**Projected SUBURBAN Openings as of December 31, 2022 (Note 1)\***

State	Franchise Agreements Signed But Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the next Fiscal Year
Colorado	1	1	0
Florida	1	1	0
Georgia	4	3	0
Illinois	1	1	0
Indiana	1	1	0
Iowa	1	1	0
Louisiana	2	1	0
Missouri	1	1	0
Mississippi	1	1	0
Nebraska	1	1	0
New Jersey	1	1	0
New York	1	0	0
Ohio	3	2	0
Pennsylvania	3	3	0
South Carolina	3	2	0
Tennessee	1	0	0
Texas	3	1	0
Utah	1	1	0
Virginia	3	3	0
West Virginia	1	1	0
Wisconsin	1	1	0
<b>Total</b>	<b>35</b>	<b>27</b>	<b>0</b>

\*States not listed had no franchised or corporate-owned projections to report.

Note 1: Projected openings are based on management's current beliefs, assumptions and expectations, which in turn are based on information currently available to management as of December 31, 2022.

The number of franchises as of year-end may differ from that in the audited financial statements (Exhibit C to this Disclosure Document) as the financial statements also include franchises in Puerto Rico, Dominican Republic, Turks & Caicos, the Cayman Islands and the Bahamas.

Exhibit N lists the names of all of our U.S. operating franchisees and the addresses and telephone numbers of their Hotels as of December 31, 2022, including franchisees who have signed Franchise Agreements for Hotels that were not yet operational as of December 31, 2022.

Exhibit O lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of all franchisees who transferred their hotels or who had a Hotel terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to operate and/or conduct business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us 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.

During the past three years, franchisees have signed confidentiality clauses with us. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all of these franchisees will be able to communicate with you.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Our audited consolidated financial statements for the years ended December 31, 2022, 2021 and 2020 are included in this Disclosure Document as Exhibit C.

## **ITEM 22**

### **CONTRACTS**

Attached as Exhibits D through K as well as Exhibit Q to this Disclosure Document are copies of the agreements you may be required to sign or accept. These are the Franchise Agreement (including Personal Guaranty and State Addenda to the Franchise Agreement), Master Development Agreement, choiceADVANTAGE® Software Terms of Use, Call Forwarding Terms of Use, Gift Card Enrollment Form, Promissory Note, Incentive Promissory Note, Lender Documents, Comfort Letter and Franchise Disclosure Questionnaire.

## **ITEM 23**

### **RECEIPT**

Two copies of a detachable Receipt are found at the end of this Disclosure Document (Exhibit S).

**EXHIBIT A**

**NEGOTIATED CHANGE APPENDIX FOR USE IN CALIFORNIA**

Pursuant to the requirements of Section 31109.1 of the California Franchise Investment Law, the following is a summary of negotiated changes made during the last 12 months:

NONE

**STATE SPECIFIC ADDENDA FOR THE FOLLOWING STATES:**

**CALIFORNIA  
HAWAII  
ILLINOIS  
MARYLAND  
MICHIGAN  
MINNESOTA  
NEW YORK  
NORTH DAKOTA  
RHODE ISLAND  
VIRGINIA  
WASHINGTON  
WISCONSIN**

## **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR CALIFORNIA**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

CALIFORNIA CORPORATIONS CODE, SECTION 31125 REQUIRES CHOICE HOTELS INTERNATIONAL, INC. TO GIVE YOU A DISCLOSURE DOCUMENT, APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

**Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.**

### **ITEM 3 LITIGATION**

1. We, nor any person identified in Item 2, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78 a et seq., suspending or expelling these persons from membership in such association or exchange.

### **ITEM 6 OTHER FEES**

1. The maximum interest rate in California is 10% annually.

### **ITEM 10 FINANCING**

1. We will comply with all appropriate laws governing any direct financing offered by us to you including, if applicable, the California Finance Lenders Law.
2. Item 10 of the FDD is amended to provide that Balboa Capital Corporation, Ascentium Capital LLC, and Avana Capital all operate in California under a California Finance Lender license. PMC Commercial Trust holds a license issued directly by the Small Business Administration (“SBA”) that allows it to make SBA 7a loans in every state, including the State of California.

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

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.



2. 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.).
3. The Franchise Agreement contains a provision requiring application of the laws of Maryland. This provision may not be enforceable under California law.
4. The Franchise Agreement requires venue to be limited to Maryland. This provision may not be enforceable under California law.
5. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).
6. The Franchise Agreement contains a liquidated damages clause. Under Civil Code Section 1671 certain liquidated damages clauses are unenforceable.
7. The Franchise Agreement requires binding arbitration. The arbitration will occur at our headquarters in Rockville, Maryland with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of a franchise agreement restricting venue to a forum outside the State of California.
8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

These franchises have been filed under the Franchise Investment law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the director of the Department of Commerce and Consumer Affairs or a finding by the director of the Department of Commerce and Consumer Affairs that the information provided herein is true, complete, and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee or subfranchisor, at least seven (7) days prior to the execution by the prospective franchisee, of any binding franchise or other agreement, or at least seven (7) days prior to the payment of any consideration by the franchisee or subfranchisor, whichever occurs first, a copy of all proposed agreements relating to the sale of the franchise.

This Franchise Disclosure Document contains a summary only of certain material provisions of the Franchise Agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

1.
  - A. This proposed registration is or will be effective in California, Hawaii, Illinois, Indiana, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Virginia.
  - B. This proposed registration is on file in all states with franchise disclosure legislation.
  - C. No states have refused, by order or otherwise, to register these franchises.
  - D. No states have revoked or suspended the right to offer these franchises.
  - E. The proposed registration of these franchises has not been withdrawn from any states.
2. No release language stated in the Franchise Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws on franchising in Hawaii.

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

1. Items 17(v) and 17(w) of the “Franchise Agreement” chart are supplemented by the following:

The conditions under which the Franchise Agreement can be terminated and not renewed may be affected by the Illinois Franchise Disclosure Act (“Act”).

The Act will govern any franchise agreement if it applies to a franchise located or domiciled in Illinois.

The parties waive all question of personal jurisdiction or venue. However, any condition in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

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

## **ADDENDUM TO THE DISCLOSURE DOCUMENT FOR MARYLAND**

The following provisions will apply to all franchises offered and sold in the State of Maryland. Item numbers correspond to those in the main body of the disclosure document.

### **ITEM 17**

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a franchise.
2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).
3. The release language set forth in the Franchise Agreement will not apply to any liability under the Maryland Franchise Registration and Disclosure Law (COMAR 02.02.08.16L).
4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

If and to the extent the Minnesota Franchise Investment Law applies to the Franchise Agreement, the following provisions supersede the Franchise Disclosure Document and apply to all franchises offered and sold in Minnesota.

1. 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 a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.
2. According to Minnesota Statute Section 2860.4400 (D), no release language stated in the Franchise Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws on franchising in Minnesota, provided, that this part will not bar the voluntary settlement of disputes.
3. Any provision in a franchise agreement that requires the franchisee to consent to liquidated damages and/or termination penalties is deleted from any franchise agreement issued in Minnesota.
4. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logos, slogans and other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of the use of any trade or service mark in compliance with the Franchise Agreement.
5. The following language will appear at the end of Paragraph 20(f) of any Franchise Agreement issued in the State of Minnesota: Pursuant to Minnesota Statutes, Section 80C.21, this Section does not abrogate or reduce any rights of the franchisee as provided for in the Minnesota Statutes 1987, Chapter 80C.
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR NEW YORK**

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

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

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

5. The following is added to the end of the “Summary” sections of Item 17(c), **“Requirements for you to renew or extend”** and Item 17(m) **“Conditions for our approval of transfer”**:

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

6. The following language replaces the “Summary” section of Item 17(d), **“Termination by you”**:

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

7. The following is added to the end of the “Summary” section of Item 17(j), **“Assignment of contract by us”**:

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

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

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

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

## **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR NORTH DAKOTA**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of North Dakota:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees:

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
2. Situs of Arbitration/Litigation Proceedings: Franchise agreements providing that the parties must agree to arbitrate/litigate disputes at a location that is remote from the site of the franchisee's business.
3. Restriction of Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
8. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
9. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Requiring that North Dakota franchisees pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.
11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.



## **ADDENDUM TO THE FRANCHISE DISLCOSURE DOCUMENT FOR RHODE ISLAND**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of Rhode Island.

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

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

## **ADDENDUM TO THE FRANCHISE DISLCOSURE DOCUMENT FOR VIRGINIA**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of Virginia.

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

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 ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE  
WASHINGTON FRANCHISE INVESTMENT LAW**

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

Item 17, “Renewal, Termination, Transfer, and Dispute Resolution,” is amended by adding the following at the end of the Item:

1. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
3. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
4. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
5. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
6. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR WISCONSIN**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure document, the following provisions will supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. Registration does not constitute approval, recommendation or endorsement by the Commissioner of Securities of the State of Wisconsin.
2. The following will apply to Franchise Agreements in the State of Wisconsin:
  - a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
  - b. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

**EXHIBIT B**

REGISTERED AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Financial Protection and Innovation  
1-866-275-2677

Los Angeles  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013-2344  
(213) 576-7500

Sacramento  
2101 Arena Boulevard  
Sacramento, CA 95834  
(916) 445-7205

San Diego  
1350 Front Street, Room 2034  
San Diego, CA 92101-3697  
(619) 525-4233

San Francisco  
California Financial Protection and  
Innovation Commissioner  
One Sansome Street, Suite 600  
San Francisco, CA 94104

HAWAII

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration / Securities Compliance  
335 Merchant Street, Room 203  
Honolulu, HI 96813

And

Corporation Service Company  
1003 Bishop Street, Suite 1600  
Pauahi Tower  
Honolulu, HI 96813

ILLINOIS

Corporation Service Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703

Or

Attorney General State of Illinois  
500 South Second Street  
Springfield, IL 62706

INDIANA

Corporation Service Company  
Two Market Square Center  
251 East Ohio Street, Suite 500  
Indianapolis, IN 46204

Or

Indiana Secretary of State  
Securities Division  
302 West Washington Street  
Room E-111  
Indiana Government Center South  
Indianapolis, IN 46204

MARYLAND

Corporation Service Company  
7 St. Paul Street, Suite 1660  
Baltimore, MD 21202  
Or  
Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, MD 21202-2020

MICHIGAN

Corporation Service Company  
601 Abbot Road  
East Lansing, MI 48823

MINNESOTA

Corporation Service Company  
380 Jackson Street, Suite 700  
St. Paul, MN 55101

Or

Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
Minneapolis, MN 55101-2198

NEW YORK

New York Department of State  
One Commerce Plaza  
99 Washington Avenue, 6th Floor  
Albany, NY 12231-0001  
518-473-2492

Or

Secretary of State  
41 State Street  
Albany, NY 12231

NORTH DAKOTA

Corporation Service Company  
316 North 5<sup>th</sup> Street  
P.O. Box 1695  
Bismarck, ND 58202

Or

Securities Commissioner  
North Dakota Securities Department

600 East Boulevard Avenue  
State Capitol, Fifth Floor, Dept 414  
Bismarck, ND 58505

RHODE ISLAND

Director of Department of Business Regulation  
Securities Division  
Building 69, First Floor, John O. Pastore Center  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920

SOUTH DAKOTA

Corporation Service Company  
503 South Pierre Street  
Pierre, SD 57501

And

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501

VIRGINIA

Bank of America Center, 16<sup>th</sup> Floor  
111 East Main Street  
Richmond, VA 23219

Or

Clerk of the State Corporation Commission  
1300 E. Main Street, 1<sup>st</sup> Floor  
Richmond, VA 23219

WASHINGTON

Department of Financial Institutions  
150 Israel Rd SW  
Tumwater, WA98501

WISCONSIN

Corporation Service Company  
8040 Excelsior Drive  
Suite 400  
Madison, WI 53717

## REGULATORY AUTHORITIES

### CALIFORNIA

Department of Financial Protection and Innovation  
1-866-275-2677

Los Angeles  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013-2344  
(213) 576-7500

Sacramento  
2101 Arena Boulevard  
Sacramento, CA 95834  
(916) 445-7205

San Diego  
1350 Front Street, Room 2034  
San Diego, CA 92101-3697  
(619) 525-4233

San Francisco  
One Sansome Street, Suite 600  
San Francisco, CA 94104-4428  
(415) 972-8565

### HAWAII

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration / Securities Compliance  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
(808) 586-2722

### ILLINOIS

Illinois Attorney General  
500 South Second Street  
Springfield, IL 62706  
(217) 782-4465

### INDIANA

Securities Commissioner  
Securities Division  
302 West Washington Street, 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

### MICHIGAN

Consumer Protection Division  
Attn: Antitrust and Franchise Unit  
G. Mennen Williams Building  
525 W. Ottawa Street  
Lansing, MI 48913  
(517) 373-7117

### MINNESOTA

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, MN 55101  
651-539-1600

### NEW YORK

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
212-416-8236

### NORTH DAKOTA

North Dakota Securities Department  
State of North Dakota  
State Capitol, 5<sup>th</sup> Floor  
600 East Boulevard Avenue  
Bismarck, ND 58505-0510  
(701) 328-2910

### OREGON

Division of Finance & Corp. Securities  
Department of Consumer & Business Services  
350 Winter Street NE  
Room 410  
Salem, OR 97301-3881  
(503) 378-4140



RHODE ISLAND

Department of Business Regulation  
Securities Division  
Building 69, First Floor, John O. Pastore Center  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9527

SOUTH DAKOTA

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, SD 57501  
(605) 773-3563

VIRGINIA

State Corporation Commission  
Division of Securities & Retail Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, VA 23219  
(804) 371-9051

WASHINGTON

Director of Securities Division  
Department of Financial Institutions  
150 Israel Road, SW  
Olympia, WA 98501  
(360) 902-8760

WISCONSIN

Commissioner of Securities  
Department of Financial Institutions  
Division of Securities  
4822 Madison Yards Way, North Tower  
Madison, WI 53705

**EXHIBIT C**

**Item 8. Financial Statements and Supplementary Data.**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

	<b>Page No.</b>
<a href="#">Report of Independent Registered Public Accounting Firm (PCAOB ID: 42)</a>	<u>65</u>
<a href="#">Consolidated Statements of Income</a>	<u>68</u>
<a href="#">Consolidated Statements of Comprehensive Income</a>	<u>69</u>
<a href="#">Consolidated Balance Sheets</a>	<u>70</u>
<a href="#">Consolidated Statements of Cash Flows</a>	<u>71</u>
<a href="#">Consolidated Statements of Shareholders' Equity (Deficit)</a>	<u>73</u>
<a href="#">Notes to Consolidated Financial Statements</a>	<u>74</u>

## **Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of Choice Hotels International, Inc.

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Choice Hotels International, Inc. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, shareholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2022, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 1, 2023 expressed an unqualified opinion thereon.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### **Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

*Description of the Matter*

**Accounting for Guest Loyalty Programs**

The Company recognized \$109.3 million in revenues from loyalty points redeemed, net of the cost of redemptions, and had a point liability and deferred revenue of \$137.3 million and \$93.4 million, respectively, as of December 31, 2022, associated with the Choice Privileges Loyalty Program and the Radisson Americas Loyalty Program that was acquired on August 11, 2022, as part of the acquisition of Radisson Hotels Americas (“the Guest Loyalty Programs”).

As discussed in Note 1 to the consolidated financial statements, loyalty points earned represent a performance obligation attributable to usage of the points, and thus revenues are recognized at the point in time when the loyalty points are redeemed by members for benefits. The liability for the Guest Loyalty Programs is developed based on an estimate of the eventual redemption rates on future redemption behavior and point values using various actuarial methods. The amount of the Guest Loyalty Programs fees in excess of the point liability represents deferred revenue, which is recognized to revenue as points are redeemed including an estimate of future forfeitures.

Auditing the Guest Loyalty Programs results is complex due to: (1) the complexity of the models used to account for the Guest Loyalty Programs results; and (2) the complexity of estimating the future redemption rate and Guest Loyalty Programs point values. Such estimates are highly judgmental given the significant estimation uncertainty associated with expected redemption activity.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company’s process of accounting for the Choice Privileges Guest Loyalty Programs during the year. For example, we tested controls over management’s review of the assumptions and data inputs used in the accounting model and the actuarial methods used to estimate the ultimate redemption rate of Choice Privileges Guest Loyalty Programs points.

To test the recognition of revenues and liabilities associated with the Guest Loyalty Programs, we performed audit procedures that included, among others, testing the completeness and accuracy of the data and significant assumptions used in the models and assessing the accounting models developed by the Company to recognize the related revenue and the liabilities. For example, we tested significant inputs into the accounting models, including the Guest Loyalty Programs point values and the recognition of points earned and redeemed during the period. With the assistance of our actuarial specialists, we evaluated management’s methodologies as well as the actuarial assumptions used in estimating the Guest Loyalty Programs expected redemption rates.

*Description of the Matter*

**Accounting for Acquisitions**

On August 11, 2022, the Company completed its acquisition of Radisson Hotels Americas (“Radisson”) for net consideration of approximately \$674 million, as disclosed in Note 24 to the consolidated financial statements. The transaction was accounted for as a business combination.

Auditing the Company’s accounting for its acquisition of Radisson was complex due to the significant estimation uncertainty in the Company’s determination of the fair value of identified intangible assets, which principally consisted of in-place franchise agreements and brand intangible assets. The significant estimation uncertainty was primarily due to the sensitivity of the respective fair values to underlying significant assumptions about the future performance of the acquired business. The Company used a discounted cash flow model to measure the in-place franchise agreements and brand intangible assets. The significant assumptions used to estimate the value of these assets included discount rates and certain assumptions that form the basis of the forecasted results (e.g., revenue growth rates and operating profit margin). These significant assumptions are forward looking and could be affected by future economic and market conditions.

*How We Addressed  
the Matter in Our  
Audit*

We tested the Company's controls over its accounting for acquisitions. Our tests included controls over the estimation process supporting the recognition and measurement of consideration transferred and the acquired asset values. We also tested management's review of assumptions used in the valuation models.

To test the estimated fair value of the in-place franchise agreements and brand intangible assets, we performed audit procedures that included, among others, evaluating the Company's selection of the valuation methodology, evaluating the methods and testing the significant assumptions used by the Company's valuation specialist. Our procedures included evaluating the completeness and accuracy of the underlying data supporting the significant assumptions and estimates and reconciling the prospective financial information utilized by the company's valuation specialists with other prospective financial information prepared by the Company. We involved our valuation specialists to assist with our evaluation of the methodology used by the Company and significant assumptions included in the fair value estimates. For example, we compared the significant assumptions to current industry, market and economic trends, to the assumptions used to value similar assets in other business combinations, to the historical results of the acquired business and to other guidelines used by companies within the same industry. Specifically, when assessing the key assumptions, we focused on revenue growth rates and operating profit margin that would drive these forecasted growth rates.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2014.

Tysons, Virginia

March 1, 2023

**CONSOLIDATED FINANCIAL STATEMENTS**

**CHOICE HOTELS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**  
**(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)**

	Years Ended December 31,		
	2022	2021	2020
<b>REVENUES</b>			
Royalty, licensing and management fees	\$ 471,759	\$ 397,218	\$ 263,308
Initial franchise fees	28,074	26,342	25,906
Procurement services	63,800	50,393	45,242
Owned hotels	70,826	37,833	20,168
Other	64,740	28,669	16,880
Other revenues from franchised and managed properties	702,750	528,843	402,568
<b>Total revenues</b>	<b>1,401,949</b>	<b>1,069,298</b>	<b>774,072</b>
<b>OPERATING EXPENSES</b>			
Selling, general and administrative	207,275	145,623	148,910
Depreciation and amortization	30,425	24,773	25,831
Owned hotels	48,837	24,754	16,066
Other expenses from franchised and managed properties	653,060	444,946	446,847
<b>Total operating expenses</b>	<b>939,597</b>	<b>640,096</b>	<b>637,654</b>
<b>Impairment of long-lived assets</b>	<b>—</b>	<b>(282)</b>	<b>(14,751)</b>
<b>Gain on sale of business and assets, net</b>	<b>16,249</b>	<b>13</b>	<b>—</b>
<b>Operating income</b>	<b>478,601</b>	<b>428,933</b>	<b>121,667</b>
<b>OTHER EXPENSES AND INCOME, NET</b>			
Interest expense	43,797	46,680	49,028
Interest income	(7,288)	(4,981)	(7,688)
Loss on extinguishment of debt	—	—	16,565
Other loss (gain)	7,018	(5,134)	(4,533)
Equity in net (gain) loss of affiliates	(1,732)	15,876	15,289
<b>Total other income and expenses, net</b>	<b>41,795</b>	<b>52,441</b>	<b>68,661</b>
<b>Income before income taxes</b>	<b>436,806</b>	<b>376,492</b>	<b>53,006</b>
<b>Income tax expense (benefit)</b>	<b>104,654</b>	<b>87,535</b>	<b>(22,381)</b>
<b>Net income</b>	<b>\$ 332,152</b>	<b>\$ 288,957</b>	<b>\$ 75,387</b>
<b>Basic earnings per share</b>	<b>\$ 6.05</b>	<b>\$ 5.20</b>	<b>\$ 1.36</b>
<b>Diluted earnings per share</b>	<b>\$ 5.99</b>	<b>\$ 5.15</b>	<b>\$ 1.35</b>

The accompanying notes are an integral part of these consolidated financial statements.

**CHOICE HOTELS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**(IN THOUSANDS)**

	Years Ended December 31,		
	2022	2021	2020
Net income	\$ 332,152	\$ 288,957	\$ 75,387
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustment	(637)	72	(96)
Other comprehensive (loss) income, net of tax:	(637)	72	(96)
Comprehensive income	\$ 331,515	\$ 289,029	\$ 75,291

The accompanying notes are an integral part of these consolidated financial statements.



**CHOICE HOTELS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**(IN THOUSANDS, EXCEPT SHARE AMOUNTS)**

	December 31, 2022	December 31, 2021
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 41,566	\$ 511,605
Accounts receivables (net of allowance for credit losses of \$23,435 and \$34,149, respectively)	216,614	153,147
Income taxes receivable	4,759	12,511
Notes receivable (net of allowance for credit losses of \$4,125 and \$4,318, respectively)	52,466	54,453
Prepaid expenses and other current assets	32,517	29,945
<b>Total current assets</b>	<b>347,922</b>	<b>761,661</b>
Property and equipment, net	427,306	377,367
Operating lease right-of-use assets	68,985	34,183
Goodwill	218,653	159,196
Intangible assets, net	742,190	312,389
Notes receivable (net of allowance for credit losses of \$6,047 and \$12,461, respectively)	55,577	66,451
Investments, employee benefit plans, at fair value	31,645	33,946
Investments in affiliates	30,647	27,967
Deferred income taxes	88,182	68,643
Other assets	91,068	90,021
<b>Total assets</b>	<b>\$ 2,102,175</b>	<b>\$ 1,931,824</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities		
Accounts payable	\$ 118,863	\$ 81,169
Accrued expenses and other current liabilities	131,410	104,472
Deferred revenue	92,695	81,538
Liability for guest loyalty program	89,954	86,765
Current portion of long-term debt	2,976	216,351
<b>Total current liabilities</b>	<b>435,898</b>	<b>570,295</b>
Long-term debt	1,200,547	844,123
Long-term deferred revenue	134,149	105,785
Deferred compensation and retirement plan obligations	36,673	38,690
Income taxes payable	15,482	20,642
Operating lease liabilities	70,994	35,492
Liability for guest loyalty program	47,381	41,785
Other liabilities	6,391	9,130
<b>Total liabilities</b>	<b>1,947,515</b>	<b>1,665,942</b>
Commitments and Contingencies		
Common stock, \$0.01 par value; 160,000,000 shares authorized; 95,065,638 shares issued at December 31, 2022 and December 31, 2021; 52,200,903 and 55,609,226 shares outstanding at December 31, 2022 and December 31, 2021, respectively	951	951
Additional paid-in-capital	298,053	259,317
Accumulated other comprehensive loss	(5,211)	(4,574)
Treasury stock, at cost; 42,864,735 and 39,456,412 shares at December 31, 2022 and December 31, 2021, respectively	(1,694,857)	(1,265,032)
Retained earnings	1,555,724	1,275,220
<b>Total shareholders' equity</b>	<b>154,660</b>	<b>265,882</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 2,102,175</b>	<b>\$ 1,931,824</b>

The accompanying notes are an integral part of these consolidated financial statements.

**CHOICE HOTELS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(IN THOUSANDS)**

	Years Ended December 31,		
	2022	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 332,152	\$ 288,957	\$ 75,387
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	30,425	24,773	25,831
Depreciation and amortization - marketing and reservation system	33,488	25,721	22,625
Franchise agreement acquisition cost amortization	15,666	13,222	11,310
Impairment of long-lived assets	—	282	14,751
Loss on extinguishment of debt	—	—	16,565
(Gain) loss on sale and disposal of assets, net	(16,251)	530	—
Non-cash stock compensation and other charges	42,974	35,731	9,690
Non-cash interest, investment, and affiliate (income) loss, net	7,365	(13,509)	(6,723)
Deferred income taxes	(19,642)	(1,006)	(44,826)
Equity in net loss of affiliates, less distributions received	489	23,985	15,439
Franchise agreement acquisition costs, net of reimbursements	(54,527)	(38,230)	(36,479)
Change in working capital and other, net of acquisition	(5,078)	23,240	6,491
<b>Net cash provided by operating activities</b>	<b>367,061</b>	<b>383,696</b>	<b>110,061</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Investment in property and equipment	(89,954)	(74,294)	(33,603)
Investment in intangible assets	(3,631)	(3,573)	(1,359)
Proceeds from sales of assets	166,568	6,119	—
Asset acquisitions, net of cash acquired	(856)	—	—
Cash received from extinguishment of notes receivable	—	301	—
Proceeds from sale of tax credits for rehabilitation of historic building	—	—	9,197
Business acquisition, net of cash acquired	(550,431)	—	—
Proceeds from termination of intangibles	44,711	—	—
Contributions to investments in affiliates	(3,148)	(2,778)	(5,454)
Distributions and sales proceeds from investments in affiliates	—	15,554	10,798
Purchases of investments, employee benefit plans	(4,185)	(1,705)	(2,562)
Proceeds from sales of investments, employee benefit plans	1,908	2,609	2,478
Issuance of notes receivable	(5,647)	(20,133)	(9,845)
Collections of notes receivable	975	213	6,494
Other items, net	1,260	(1,239)	(623)
<b>Net cash used in investing activities</b>	<b>(442,430)</b>	<b>(78,926)</b>	<b>(24,479)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from issuance of Term Loan	—	—	249,500
Proceeds from issuance of 2020 Senior Notes	—	—	447,723
Net borrowings (repayments) pursuant to revolving credit facilities	360,000	—	(18,480)
Principal payments on long-term debt	(216,571)	—	(473,857)
Payments to extinguish long-term debt	—	—	(14,347)
Payments to extinguish acquired debt	(55,975)	—	—
Proceeds from acquired derivative	1,943	—	—
Debt issuance costs	(44)	(365)	(4,620)
Purchases of treasury stock	(434,767)	(13,365)	(55,450)
Dividends paid	(52,545)	(25,044)	(25,274)
Proceeds from exercise of stock options	3,809	11,054	10,203
<b>Net cash (used in) provided by financing activities</b>	<b>(394,150)</b>	<b>(27,720)</b>	<b>115,398</b>

[Table of Contents](#)

Net change in cash and cash equivalents	(469,519)	277,050	200,980
Effect of foreign exchange rate changes on cash and cash equivalents	(520)	(224)	33
Cash and cash equivalents at beginning of period	511,605	234,779	33,766
Cash and cash equivalents at end of period	<u>\$ 41,566</u>	<u>\$ 511,605</u>	<u>\$ 234,779</u>
<b>Supplemental disclosure of cash flow information:</b>			
<b>Cash payments during the year for</b>			
Income taxes, net of refunds	\$ 115,972	\$ 106,539	\$ 8,605
Interest, net of capitalized interest	\$ 46,908	\$ 43,939	\$ 45,145
<b>Non-cash investing and financing activities</b>			
Dividends declared but not paid	\$ 13,136	\$ 13,208	\$ —
Asset acquisition from extinguishment of note receivable	\$ 20,446	\$ 21,133	\$ —
Investment in property, equipment and intangibles acquired in accounts payable and accrued liabilities	\$ 5,383	\$ 3,518	\$ 1,421

The accompanying notes are an integral part of these consolidated financial statements.

**CHOICE HOTELS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)**  
**(IN THOUSANDS, EXCEPT SHARE AMOUNTS)**

	Common Stock - Shares Outstanding	Common Stock - Par Value	Additional Paid-in- Capital	Accumulated Other Comprehensive Loss	Treasury Stock	Retained Earnings	Total
Balance as of December 31, 2019	55,702,628	\$ 951	\$ 231,160	\$ (4,550)	\$ (1,219,905)	\$ 968,833	\$ (23,511)
Cumulative-effect adjustment <sup>(1)</sup>	—	—	—	—	—	(6,831)	(6,831)
Net income	—	—	—	—	—	75,387	75,387
Other comprehensive income (loss), net of tax	—	—	—	(96)	—	—	(96)
Share-based payment activity <sup>(2)</sup>	506,953	—	2,761	—	14,877	(437)	17,201
Dividends declared <sup>(2)</sup>	—	—	—	—	—	(12,452)	(12,452)
Treasury purchases	(674,027)	—	—	—	(55,450)	—	(55,450)
Balance as of December 31, 2020	55,535,554	\$ 951	\$ 233,921	\$ (4,646)	\$ (1,260,478)	\$ 1,024,500	\$ (5,752)
Net income	—	—	—	—	—	288,957	288,957
Other comprehensive income (loss), net of tax	—	—	—	72	—	—	72
Share-based payment activity <sup>(2)</sup>	185,867	—	25,396	—	8,811	8	34,215
Dividends declared <sup>(2)</sup>	—	—	—	—	—	(38,245)	(38,245)
Treasury purchases	(112,195)	—	—	—	(13,365)	—	(13,365)
Balance as of December 31, 2021	55,609,226	\$ 951	\$ 259,317	\$ (4,574)	\$ (1,265,032)	\$ 1,275,220	\$ 265,882
Net income	—	—	—	—	—	332,152	332,152
Other comprehensive income (loss), net of tax	—	—	—	(637)	—	—	(637)
Share-based payment activity <sup>(2)</sup>	294,095	—	38,736	—	4,941	—	43,677
Dividends declared (\$0.2375 per share) <sup>(2)</sup>	—	—	—	—	—	(51,648)	(51,648)
Treasury purchases	(3,702,418)	—	—	—	(434,766)	—	(434,766)
Balance as of December 31, 2022	52,200,903	\$ 951	\$ 298,053	\$ (5,211)	\$ (1,694,857)	\$ 1,555,724	\$ 154,660

<sup>(1)</sup> Reflects the cumulative effect of ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)* and subsequent amendments issued thereafter (collectively "Topic 326"), which was adopted on January 1, 2020. Refer to Note 4.

<sup>(2)</sup> On February 28, 2020, the Company's Board of Directors declared a quarterly cash dividend of \$0.225 per share of common stock payable on April 16, 2020. In April 2020, subsequent to the payment of the dividend and in light of uncertainty resulting from the COVID-19 pandemic, we suspended future, undeclared dividends. In May 2021, the Company resumed payment of quarterly dividends, subject to future declarations by the Company's Board of Directors, and declared a quarterly cash dividend of \$0.225 per share of common stock. On December 6, 2021, the Company's Board of Directors approved a 6% increase in the quarterly cash dividend and declared a quarterly cash dividend of \$0.2375 per share of common stock. During the year ended December 31, 2022, the Company declared cash dividends at a quarterly rate of \$0.2375 per share of common stock. During certain periods presented, accumulated dividends were paid to certain shareholders upon vesting of certain performance vested restricted stock units ("PVRSU") which are captured in Share-based payment activity.

The accompanying notes are an integral part of these consolidated financial statements.

**CHOICE HOTELS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Summary of Significant Accounting Policies**

*Basis of Presentation*

The accompanying consolidated financial statements of Choice Hotels International, Inc. and its subsidiaries (together the "Company") have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). All significant intercompany accounts and transactions have been eliminated in consolidation.

The preparation of consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. In the opinion of management, the accompanying consolidated financial statements include all adjustments that are necessary to fairly present the Company's consolidated financial statements.

*Acquisition of Radisson Hotels Americas*

On August 11, 2022, the Company completed the acquisition (the "Transaction") of (1) all of the issued and outstanding shares of Radisson Hospitality, Inc. and (2) certain trademarks held by Radisson Hospitality Belgium BV/SRL (collectively referred to as "Radisson Hotels Americas"). With the close of this Transaction, Choice Hotels International has added approximately 67,000 rooms across the United States, Canada, Caribbean and Latin America. The Transaction expands the Company's footprint in international markets and the upper-upscale and upscale full-service chain scales and enhances guest offerings in the core upper-midscale chain scale. The Transaction also accelerates our asset-light strategy of growth in higher revenue travel chain scales and locations.

The Company has determined it is the accounting acquirer of Radisson Hotels Americas and has accounted for the Transaction as a business combination using the acquisition method of accounting. Accordingly, assets acquired and liabilities assumed were recorded at their fair values as of the acquisition date, with the exception of certain asset and liabilities which were accounted for in accordance with provisions of ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers* ("ASU 2021-08"). Refer to Note 24.

The Company's significant accounting policies herein address elements attributable to Radisson Hotels Americas balances and activity.

*Revenue Recognition*

*Franchise agreements*

Revenues are primarily derived from franchise agreements with third-party hotel owners. The majority of the Company's performance obligations are a series of distinct services, as described in more detail below, for which the Company receives variable consideration through franchise fees. The Company enters into franchise agreements to provide franchisees with a limited non-exclusive license to utilize the Company's registered brand trade names and trademarks, marketing and reservation services, and other miscellaneous franchise services. These agreements typically have an initial term from 10 to 30 years, with provisions permitting franchisees or the Company to terminate the franchise agreement upon designated anniversaries of the hotel opening before the end of the initial term. An up-front initial franchise fee is assessed to third-party hotel owners to affiliate with our brands, which is typically paid prior to agreement execution and is non-refundable. After hotel opening, fees are typically generated based on a percentage of gross room revenues or as designated transactions and events occur (such as when a reservation is delivered to the hotel through a specified channel) and are invoiced by the Company in the following month.

The franchise agreements are comprised of multiple performance obligations, which may require significant judgment in identifying. The primary performance obligations are as follows:

- *License of brand intellectual property and related services* ("brand intellectual property"): Grants the right to access the Company's intellectual property associated with brand trade names, trademarks, reservation systems, property management systems and related services.
- *Material rights for free or discounted goods or services to hotel guests*: Primarily consists of the points issued under the Company's guest loyalty programs, Choice Privileges and Radisson Rewards Americas.

### *Brand intellectual property*

Fees generated from brand intellectual property are recognized to revenue over time as hotel owners pay for access to these services for the duration of the franchise agreement. Franchise fees are typically based on the sales or usage of the underlying hotel (i.e., after the completion of a hotel stay), with the exception of fixed up-front fees that usually represent an insignificant portion of the transaction price. Variable transaction price is determined for the period when the underlying gross room revenues and transactions or events which generate fees are known.

Franchise fees include the following:

- *Royalty fees.* Royalty fees are earned in exchange for a license to brand intellectual property typically based on a percentage of gross room revenues. These fees are billed and collected monthly and revenues are recognized in the same period that the underlying gross room revenues are earned by the Company's franchisees. Royalty fees are recognized within royalty, licensing and management fees revenue in the consolidated statements of income.
- *Initial franchise fees.* Initial franchise fees are charged when (i) new hotels enter the franchise system; (ii) there is a change of ownership; or (iii) existing franchise agreements are extended. These fees are recognized as revenue ratably as services are provided over the enforceable period of the franchise agreement. The enforceable period is the period from hotel opening to the first point the franchisee or the Company can terminate the franchise agreement without incurring a significant penalty. Deferred revenues from initial and relicensing fees are typically recognized over a five to ten-year period, unless the franchise agreement is terminated and the hotel exits the franchise system whereby remaining deferred amounts will be recognized to revenue in the period of termination.
- *Other revenue.* Other revenue is a combination of miscellaneous non-marketing and reservation system fees, inclusive of quality assurance, non-compliance and franchisee training fees, and is recognized in the period the designated transaction or event has occurred.

The Company's franchise agreements require the payment of marketing and reservation system fees. The Company is obligated to use these marketing and reservation system fees to provide marketing and reservation services such as advertising, access to centralized reservation and property management systems, revenue management services and/or software, and certain franchise services to support the operation of the overall franchise system. The marketing and reservation system revenues are recognized within other revenues from franchised and managed properties in the consolidated statements of income. These services are comprised of multiple fees including the following:

- Fees based on a percentage of gross room revenues are recognized in the period the gross room revenue was earned, based on the underlying hotel's sales or usage.
- Fees based on the occurrence of a designated transaction or event are recognized in the period the transaction or event occurred.
- System implementation fees charged to franchisees are deferred and recognized as revenue over the enforceable period of the franchise agreement.
- Marketing and reservation system activities also include revenues generated from the Company's guest loyalty programs. The revenue recognition of these programs is discussed in *Material rights for free or discounted goods or services to hotel guests* below.

Marketing and reservation system expenses are those expenses incurred to facilitate the delivery of marketing and reservation system services, including direct expenses and an allocation of costs for certain administrative activities required to carry out marketing and reservation services. Marketing and reservation system expenses are recognized as services are incurred or goods are received within other expenses from franchised and managed properties in the consolidated statements of income, and as such may not equal marketing and reservation system revenues in a specific period but are expected to equal revenues earned from franchisees over time. The Company's franchise agreements provide the Company the right to advance monies to the franchise system when the needs of the system surpass the balances currently available and recover such advances in future periods through additional fee assessments or reduced spending.

### *Material rights for free or discounted goods or services to hotel guests*

Choice Privileges and Radisson Rewards Americas are the Company's frequent guest loyalty programs, which enable members to earn points based on their spending levels with the Company's franchisees or certain vendors (refer to Partnership agreements header below). The points, which the Company accumulates and tracks on the members' behalf, may be redeemed for free accommodations or other benefits (e.g., gift cards to participating retailers). The Company collects from franchisees a percentage of loyalty program members' gross room revenue from completed

stays to operate the programs. At such time points are redeemed for free accommodations or other benefits, the Company reimburses franchisees or third parties based on a rate derived in accordance with the franchise or vendor agreement.

Loyalty points represent a performance obligation attributable to usage of the points, and thus revenues are recognized at the point in time when the loyalty points are redeemed by members for benefits. The transaction price is variable and determined in the period when the loyalty points are earned and the underlying gross room revenues are known. No loyalty program revenues are recognized at the time the loyalty points are issued.

The Company is an agent in coordinating delivery of the services between the loyalty program member and franchisee or third party, and as a result, revenues are recognized net of the cost of redemptions. The estimated value of future redemptions is reflected in current and non-current liability for guest loyalty program in our consolidated balance sheets. The liability for guest loyalty programs is developed based on an estimate of the eventual redemption rates and point values using various actuarial methods. These significant judgments determine the required point liability attributable to outstanding points, which is relieved as redemption costs are processed. The amount of the loyalty program fees in excess of the point liability represents current and non-current deferred revenue, which is recognized to revenue as points are redeemed including an estimate of future forfeitures (“breakage”). The anticipated redemption pattern of the points is the basis for current and non-current designation of each liability. As of December 31, 2022, the current and non-current deferred revenue balances are \$61.0 million and \$32.5 million, respectively. Loyalty points are typically redeemed within three years of issuance. Loyalty program point redemption revenues are recognized within other revenues from franchised and managed properties in the consolidated statements of income.

The Company also earns revenues on contracts incidental to the support of operations for franchised hotels, including purchasing operations.

#### *Partnership Agreements*

The Company maintains various agreements with third-party partners, including the co-branding of the Choice Privileges credit card. The agreements typically provide for use of the Company’s marks, limited access to the Company’s distribution channels, and sale of loyalty points, in exchange for fees primarily comprising variable consideration paid each month. Loyalty members can earn points through participation in the partner’s program.

Partnership agreements include multiple performance obligations. The primary performance obligations are brand intellectual property and material rights for free or discounted goods or services to hotel guests. Allocation of fixed and variable consideration to the performance obligations is based on standalone selling price as estimated based on market and income methods, which represent significant judgments. The amounts allocated to brand intellectual property are recognized on a gross basis over time using the output measure of time elapsed, primarily within royalty, licensing and management fees and procurement services revenue. The amounts allocated to material rights for free or discounted goods or services to hotel guests are recognized to revenue as points are redeemed including an estimate of breakage, primarily within other revenues from franchised and managed properties.

#### *Qualified Vendors*

The Company generates procurement services revenues from qualified vendors. Qualified vendor revenues are generally based on marketing services provided by the Company on behalf of and access provided to the qualified vendors to hotel owners and guests. The Company provides these services in exchange for either fixed consideration or a percentage of revenues earned by the qualified vendor pertaining to purchases by the Company’s franchisees or guests. Fixed consideration is paid in installments based on a contractual schedule, with an initial payment typically due at contract execution. Variable consideration is typically paid quarterly after sales to franchisees or guests have occurred.

Qualified vendor agreements comprise a single performance obligation, which is satisfied over time based on the access afforded and services provided to the qualified vendor for the stated duration of the agreement. Fixed consideration is allocated and recognized ratably to each period over the term of the agreement. Variable consideration is determined and recognized in the period when sales to franchisees or guests from vendors are known or cash payment has been remitted. Qualified vendor revenues are recognized within procurement services revenue in the consolidated statements of income.

#### *Other*

The Company is party to other non-franchising agreements that generate revenue within other revenue in the consolidated statements of income which are primarily SaaS arrangements for non-franchised hoteliers. SaaS agreements typically include fixed consideration for installment and other initiation fees paid at contract onset, and variable consideration for recurring subscription revenue paid monthly. SaaS agreements comprise a single performance obligation, which is satisfied over time

based on the access to the software for the stated duration of the agreement. Fixed consideration is allocated and recognized ratably to each period over the term of the agreement. Variable consideration is determined at the conclusion of each period, and allocated to and recognized in the current period.

#### *Managed Hotels*

The Company manages 13 legacy Radisson Hotels Americas hotels (inclusive of the three Radisson Hotels Americas branded owned hotels). The management agreements provide for use of the Company's marks and hotel management services, include providing day-to-day management services in the operation of the hotels for the hotel owners. Fees generated from management agreements are recognized to revenue over time as hotel owners pay for access to these services for the duration of the management agreement, and include base and incentive management fees. Base management fees are generally based on a percentage of the hotel's monthly gross revenue and invoiced and collected monthly. Incentive management fees are generally based on a percentage of the hotel's operating profits as measured and invoiced on an annual basis. Base and incentive management fee revenues are recognized within royalties, licensing and management fees in the consolidated statements of income. Refer to Note 23 regarding discussion of management agreement guarantees.

The Company's management agreements include contemplation of amounts that are contractually reimbursed to us by property owners, either directly or indirectly, relating to certain costs and expenses paid by us in support of the operations of these properties. These reimbursements include payroll and related costs and certain other operating costs of the managed properties' operations, which are reimbursed to us by the property owners as expenses are incurred. Revenue related to these direct reimbursements is recognized based on the amount of expenses incurred by the Company, which are presented as other expenses from managed and franchised properties in our consolidated statements of operations, that are then reimbursed to us by the property owner typically on a monthly basis, which results in no net effect on operating income or net income. Revenues related to marketing and reservations are recognized over time and are intended to reimburse us, indirectly, for expenses incurred in the execution of marketing and reservation services. These managed revenues are presented within other revenues from managed and franchised properties in our consolidated statements of operations.

#### *Owned Hotels*

The Company owned nine hotels (inclusive of three acquired in the Radisson Hotels Americas transaction) at December 31, 2022 and six hotels at December 31, 2021, from which the Company derives revenues. As a hotel owner, the Company has performance obligations to provide accommodations to hotel guests and in return the Company earns a nightly fee for an agreed upon period that is generally payable at the time the hotel guest checks out of the hotel. The Company typically satisfies the performance obligations over the length of the stay and recognizes the revenue on a daily basis, as the hotel rooms are occupied and services are rendered. Other ancillary goods and services at owned hotels are purchased independently of the hotel stay at standalone selling prices and are considered separate performance obligations, which are satisfied at the point in time when the related good or service is provided to the guest. These primarily consist of food and beverage, incidentals and parking fees. Hotel room night and other ancillary hotel ownership revenues are recognized within owned hotels revenue in the consolidated statements of income.

#### *Sales Taxes*

The Company presents taxes collected from customers and remitted to governmental authorities on a net basis and, therefore, they are excluded from revenues in the consolidated financial statements.

#### *Notes & Accounts Receivable and Allowances for Credit Losses*

The Company provides financing in the form of notes receivable loans to franchisees to support the development of properties in strategic markets. The Company has developed a systematic methodology to determine its allowance for credit losses across our portfolio of notes receivable loans. The Company monitors the risk and performance of our portfolio by the level of security in collateral (i.e., senior, subordinated or unsecured), which is the Company's credit quality indicator. As each of the Company's notes receivable loans has unique risk characteristics, the Company deploys its methodology to calculate allowances for credit losses at the individual notes receivable loan level.

The Company primarily utilizes a discounted cash flow ("DCF") technique to measure the credit allowance, influenced by the key economic variables of each note receivable loan. The Company identified the key economic variables for these loans to be loan-to-cost ("LTC") or loan-to-value ("LTV") ratios and debt service coverage ratio ("DSCR"). The LTC or LTV ratio represents the loan principal relative to the project cost or value and is an indication of the ability to be re-paid principal at loan maturity. The DSCR represents property-specific net operating income as a percentage of the interest and principal payments incurred (i.e., debt service) on all debt of the borrower for the property and is an indication of the ability of the borrower to timely pay amounts due during the term of the loan. The LTC or LTV ratios and DSCR are considered during loan underwriting as indications of risk and, accordingly, we believe these factors are the most representative risk indicators for calculating the



allowance for credit loss. Loans with higher LTC or LTV ratios and lower DSCR ratios generally are representative of loans with greater risk and, accordingly, have higher credit allowances as a percentage of loan principal. Conversely, loans with lower LTC or LTV ratios and higher DSCR ratios generally are representative of loans with lesser risk and, accordingly, have lower credit allowances as a percentage of loan principal. In preparing or updating a DCF model as the basis for the credit allowance, the Company develops various recovery scenarios and, based on the key economic variables and present status of the loan and underlying collateral, applies a probability-weighting to the outputs of the scenarios.

Collateral-dependent financial assets are financial assets for which repayment is expected to be derived substantially through the operation or sale of the collateral and where the borrower is experiencing financial difficulty. For collateral-dependent loans, expected credit losses are based on the fair value of the collateral, less selling costs if repayment will be from the sale of the collateral. The Company calculates fair value of the collateral using a DCF technique to project cash flows or a market approach via quoted market prices. In developing cash flow projections, the Company will review the borrower's financial statements for the property, economic trends, industry projections for the market where the property is located, and comparable sales capitalization rates.

Management assesses the credit quality of the notes receivable portfolio and adequacy of credit loss allowances on an at least quarterly basis and records provisions for credit losses in SG&A expenses. Significant judgment is required in this analysis.

Accounts receivable consist primarily of franchise and related fees due from hotel franchisees and are recorded at the invoiced amount. The allowance for credit losses is the Company's best estimate of the amount of expected credit losses inherent in the accounts receivable balance. The Company determines the allowance considering historical write-off experience, review of aged receivable balances and customer payment trends, the economic environment, and other available evidence. The Company records provisions for credit losses on accounts receivable in SG&A expenses and marketing and reservation system expenses in the accompanying consolidated statements of income.

When the Company determines that a trade or note receivable is not collectible, the account is written-off to the associated allowance for credit losses.

Refer to Note 4 for further discussion of receivables and allowances for credit losses.

#### *Advertising Costs*

The Company expenses advertising costs as the advertising occurs. Advertising expense was \$170.4 million, \$81.5 million, and \$88.5 million for the years ended December 31, 2022, 2021 and 2020, respectively. The Company includes advertising costs primarily in marketing and reservation system expenses in the consolidated statements of income.

#### *Cash and Cash Equivalents*

The Company considers all highly liquid investments purchased with a maturity of three months or less at the date of purchase to be cash equivalents.

The Company maintains cash balances in domestic banks, which, at times, may exceed the limits of amounts insured by the Federal Deposit Insurance Corporation. In addition, the Company also maintains cash balances in international banks which do not provide deposit insurance.

#### *Capitalization Policies*

Property and equipment are generally recorded at cost and depreciated for financial reporting purposes using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the lease term or their useful lives. Major renovations and replacements incurred during construction are capitalized. Costs for computer software developed for internal use are capitalized during the application development stage and amortized using the straight-line method over the estimated useful lives of the software. Software licenses pertaining to cloud computing arrangements that are capitalized are amortized using the straight-line method over the shorter of the cloud computing arrangement term or their useful lives. The Company capitalizes interest incurred during construction and development of property and equipment, including software. Interest capitalized as a cost of property and equipment totaled \$2.0 million and \$0.7 million during the years ended December 31, 2022 and 2021, respectively.

As construction in progress and software development are completed and placed in service, they are transferred to appropriate property and equipment categories and depreciation begins. Upon sale or retirement of property, the cost and related accumulated depreciation are eliminated from the accounts and any related gain or loss is recognized in the consolidated statements of income. Maintenance, repairs and minor replacements are charged to expense as incurred.

The Company has made certain acquisitions of hotel assets which are recorded at the fair value of consideration exchanged. Refer to Note 24.

A summary of the ranges of estimated useful lives from original place in service date for depreciation and amortization purposes are as follows:

Computer equipment and software	2 - 7 years
Buildings and leasehold improvements	10 - 40 years
Furniture, fixtures, vehicles and equipment	3 - 10 years

#### *Assets Held for Sale*

The Company considers assets to be held for sale when all of the following criteria are met:

- Management commits to a plan to sell an asset;
- It is unlikely that the disposal plan will be significantly modified or discontinued;
- The asset is available for immediate sale in its present condition;
- Actions required to complete the sale of the asset have been initiated;
- Sale of the asset is probable and the Company expects the completed sale will occur within one year; and
- The asset is actively being marketed for sale at a price that is reasonable given its current market value.

Upon designation as an asset held for sale, the Company records the carrying value of each asset as a component of other current assets at the lower of its carrying value or its estimated fair value, less estimated costs to sell, and ceases recording depreciation. Refer to Note 3.

If at any time these criteria are no longer met, subject to certain exceptions, the assets previously classified as held for sale are reclassified as held and used and measured individually at the lower of (a) the carrying amount before the asset was classified as held for sale, adjusted for any depreciation or amortization expense that would have been recognized had the asset been continuously classified as held and used, or (b) the fair value at the date of the subsequent decision not to sell.

#### *Valuation of Long-Lived Assets, Intangibles, and Goodwill*

The Company groups its long-lived assets, including property and equipment and definite-lived intangible assets (e.g., franchise rights, franchise agreement acquisition costs), at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. The Company evaluates the potential impairment of its long-lived asset groups annually as of December 31 or earlier when other circumstances indicate that the Company may not be able to recover the carrying value of the asset group. When indicators of impairment are present, recoverability is assessed based on undiscounted expected cash flows. If the undiscounted expected cash flows are less than the carrying amount of the asset group, an impairment charge is measured and recorded, as applicable, for the excess of the carrying value over the fair value of the asset group. The fair value of long-lived asset groups are estimated primarily using discounted cash flow analyses representing the highest and best use by an independent market participant. Significant management judgment is involved in evaluating indicators of impairment and developing any required projections to test for recoverability or estimate fair value. Furthermore, if management uses different projections or if different conditions occur in future periods, future-operating results could be materially impacted.

The Company did not identify any indicators of impairment of long-lived assets from the Hotel Franchising reporting unit during the years ended December 31, 2022, 2021 and 2020, other than impairments on franchise sales commission assets and franchise agreement acquisition cost intangibles recorded within SG&A expenses and marketing and reservation system expenses as discussed in Note 2.

During 2020, the Company recognized impairments of long-lived assets attributable to a commercial office building and a real estate parcel. Refer to Note 6.

The Company evaluates the impairment of goodwill and intangible assets with indefinite lives annually as of December 31 or earlier upon the occurrence of substantive unfavorable changes in economic conditions, industry trends, costs, cash flows, or ongoing declines in market capitalization that indicate that the Company may not be able to recover the carrying amount of the asset. In evaluating these assets for impairment, the Company may elect to first assess qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit or the indefinite lived intangible asset is less than its carrying amount. If the conclusion is that it is not more likely than not that the fair value of the asset is less than its carrying value, then no further testing is required. If the conclusion is that it is more likely than not that the fair value of the asset is less than its carrying value, then a quantitative impairment test is performed whereby the carrying value is compared to the fair value of the asset and an impairment charge is recognized, as applicable, for the excess of the carrying value over the fair value. The Company may elect to forgo the qualitative assessment and move directly to the quantitative impairment tests for goodwill and indefinite-lived intangibles. The Company determines the fair value of its reporting units and indefinite-lived intangibles using income and market methods.

Goodwill is allocated to the Company's reporting units. The Company's reporting units are determined primarily by the availability of discrete financial information relied upon by chief operating decision maker ("CODM") to assess performance and make operating segment resource allocation decisions. As of December 31, 2022, the Company's goodwill is allocated solely to the Hotel Franchising reporting unit. The Company performed the qualitative impairment analysis for the Hotel Franchising reporting unit, concluding that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount. As such, a quantitative test was not required and no impairment was recorded.

#### *Variable Interest Entities*

In accordance with the guidance for the consolidation of variable interest entities ("VIE"), the Company identifies its variable interests and analyzes to determine if the entity in which the Company has a variable interest is a VIE. The Company's variable interests include equity investments, loans, and guaranties. Determination if a variable interest is a VIE includes both quantitative and qualitative consideration. For those entities determined to be VIEs, a further quantitative and qualitative analysis is performed to determine if the Company is deemed the primary beneficiary. The primary beneficiary is the party who has the power to direct the activities of a VIE that most significantly impact the entity's economic performance and who has an obligation to absorb losses of the entity or a right to receive benefits from the entity that could potentially be significant. The Company would consolidate those entities in which it is determined to be the primary beneficiary. As of December 31, 2022, the Company is not the primary beneficiary of any VIE. The Company based its qualitative analysis on its review of the design of the entity, its organizational structure including decision-making ability and the relevant development, operating management and financial agreements.

Investments in unconsolidated affiliates where the Company is not deemed to be the primary beneficiary but where the Company exercises significant influence over the operating and financial policies of the investee are accounted for using the equity method.

#### *Valuation of Investments in Affiliates*

The Company evaluates an investment in an affiliate for impairment when circumstances indicate that the carrying value may not be recoverable (for example, due to loan defaults), significant under performance relative to historical or projected operating performance, and significant negative industry, market or economic trends. When there is indication that a loss in value has occurred, the Company evaluates the carrying value compared to the estimated fair value of the investment. Fair value is based upon internally-developed discounted cash flow models, third-party appraisals, and if appropriate, current estimated net sales proceeds from pending offers. There are judgments and assumptions in each of these fair value determinations, including our selection of comparable market transactions, the amount and timing of expected future cash flows, long-term growth rates, and sales capitalization rates. These nonrecurring fair value measurements are classified as level three of the fair value measurement hierarchy, as the Company utilized unobservable inputs which are significant to the overall fair value. If the estimated fair value is less than carrying value, management uses its judgment to determine if the decline in value is other-than-temporary. In determining this, the Company considers factors including, but not limited to, the length of time and extent of the decline, loss of values as a percentage of the cost, financial condition and near-term financial projections, the Company's intent and ability to recover the lost value, and current economic conditions. For declines in value that are deemed other-than-temporary, impairment charges are recorded to earnings. During the years ended December 31, 2022, 2021 and 2020, the Company recognized impairment charges of \$0.2 million, \$19.3 million and \$7.3 million, respectively, related to multiple investments in affiliates accounted for under the equity method. The impairment charges are classified as equity in net (gain) loss of affiliates in the consolidated statements of income. Refer to Note 8.

#### *Foreign Operations*

The United States dollar is the functional currency of the consolidated entities operating in the United States. The functional currency for the consolidated entities operating outside of the United States is generally the currency of the primary economic environment in which the entity primarily generates and expends cash. The Company translates the financial statements of consolidated entities whose functional currency is not the United States dollar into United States dollars. The Company translates assets and liabilities at the exchange rate in effect as of the financial statement date and translates income statement accounts using the approximate weighted average exchange rate for the period. The Company includes translation adjustments from foreign exchange and the effect of exchange rate changes on intercompany transactions of a long-term investment nature as a separate component of shareholders' equity (deficit). The Company reports foreign currency transaction gains and losses and the effect of inter-company transactions of a short-term or trading nature within other gains in the consolidated statements of income. Foreign currency transaction losses (gains) for the years ended December 31, 2022, 2021 and 2020 were \$1.0 million, \$0.4 million, and \$(0.4) million, respectively.

### *Leases*

The Company determines if an arrangement is a lease and classification as operating or financing at lease inception. Operating leases are included in operating lease right-of-use ("ROU") assets, accrued expenses and other current liabilities, and operating lease liabilities on our consolidated balance sheets. At December 31, 2022 and 2021, the Company did not have any leases classified as financing.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. Operating lease ROU assets are further offset by any prepaid rent, lease incentives and initial direct costs incurred. When a lease agreement does not provide an implicit rate, the Company utilizes its incremental borrowing rate based on the information available at commencement date in determining the present value of future minimum lease payments.

Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. Variable lease payments include certain index-based changes in rent, certain non-lease components (such as maintenance and other services provided by the lessor), and other charges included in the lease. Variable lease payments are excluded from future minimum lease payments and expensed as incurred.

The Company has made elections to not separate lease and non-lease components for all classes of underlying assets in which it is the lessee nor account for leases with an initial term of 12 months or less on the balance sheet. These short-term leases are expensed on a straight-line basis over the lease term.

### *Recently Adopted & Issued Accounting Standards*

In October 2021, the FASB issued ASU 2021-08 which requires an acquirer in a business combination to recognize and measure contract assets and contract liabilities in accordance with *Revenue from Contracts with Customers (Topic 606)*, as if the acquirer had originated the contracts at the date of the business combination. ASU 2021-08 is effective for annual reporting periods beginning after December 15, 2022 and interim periods within those fiscal years. Early adoption is permitted.

The Company elected to early adopt ASU 2021-08 in the second quarter of 2022. There was no retrospective impact to our consolidated financial statement as a result of the adoption. ASU 2021-08 was applied in the accounting for the acquisition of Radisson Hotels Americas, and accordingly, the Company utilized the carrying values of contract assets and contract liabilities of Radisson Hotels Americas in application of acquisition accounting (refer to Note 24).

In March 2022, the FASB issued ASU 2022-02, *Financial Instruments - Credit Losses* ("ASU 2022-02"). ASU 2022-02 eliminates the recognition and measurement guidance on troubled debt restructuring for creditors that have adopted ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)* ("Topic 326"), requires enhanced disclosures about loan modifications for borrowers experiencing financial difficulty, and includes new guidance on current-period gross write-offs presentation. ASU 2022-02 is effective for annual reporting periods beginning after December 15, 2022 and interim periods within those fiscal years. Early adoption is permitted. The Company is currently assessing the potential impact that ASU 2022-02 will have on the consolidated financial statements and disclosures.

## **2. Revenue**

### *Contract Liabilities*

Contract liabilities relate to (i) advance consideration received, such as initial franchise fees paid when a franchise agreement is executed and system implementation fees paid at time of installation, for services considered to be part of the brand intellectual property performance obligation and (ii) amounts received when loyalty points are issued but for which revenue is not yet recognized since the related loyalties have not been redeemed.

Deferred revenues from initial fees and system implementation fees are typically recognized over a five- to ten-year period, unless the franchise agreement is terminated and the hotel exits the franchise system whereby remaining deferred amounts are recognized to revenue in the period of termination. Loyalty points are typically redeemed within three years of issuance.

Significant changes in the contract liabilities balances during the year ended December 31, 2022, inclusive of balances assumed in the acquisition of Radisson Hotels Americas (refer to Note 24), are as follows:

(in thousands)

Balance as of December 31, 2021	\$	175,425
Assumption of contract liabilities from Radisson Hotels Americas acquisition		27,682
Increases to the contract liability balance due to cash received		124,103
Revenue recognized in the period		(117,851)
Balance as of December 31, 2022	\$	209,359

#### *Remaining Performance Obligations*

The aggregate amount of transaction price allocated to unsatisfied or partially unsatisfied performance obligations is \$209.4 million as of December 31, 2022. This amount represents fixed transaction price that will be recognized as revenue in future periods, which is primarily captured in the consolidated balance sheet as current and non-current deferred revenue.

Based on practical expedient elections permitted by ASU 2014-09, *Revenue From Contracts with Customers (Topic 606)* and subsequent amendments ("Topic 606"), the Company does not disclose the value of unsatisfied performance obligations for (i) variable consideration subject to the sales or usage-based royalty constraint or comprising a component of a series (including franchise, partnership, qualified vendor, and software as a service ("SaaS") agreements), (ii) variable consideration for which we recognize revenue at the amount to which we have the right to invoice for services performed, or (iii) contracts with an expected original duration of one year or less.

#### *Capitalized Franchise Agreement Costs*

Sales commissions earned by Company personnel upon execution of a franchise agreement ("franchise sales commissions") meet the requirement to be capitalized as an incremental cost of obtaining a contract with a customer. Capitalized franchise sales commission are amortized on a straight-line basis over the estimated benefit period of the arrangement, unless the franchise agreement is terminated and the hotel exits the system whereby remaining capitalized amounts will be expensed in the period of termination. The estimated benefit period is the Company's estimate of the duration a hotel will remain in the Choice system. Capitalized franchise sales commissions of \$57.6 million and \$55.5 million are recorded within Other assets as of December 31, 2022 and 2021, respectively. Amortization expense and impairment charges for the years ended December 31, 2022, 2021 and 2020 were \$13.0 million, \$11.9 million and \$9.7 million, respectively, and are recorded within SG&A expenses.

The Company makes certain payments to customers as an incentive to enter into new franchise agreements ("franchise agreement acquisition cost"). These payments are recognized as an adjustment to transaction price and capitalized as an intangible asset. Franchise agreement acquisition cost intangibles are amortized on a straight-line basis over the estimated benefit period of the arrangement as an offset to royalty, licensing and management fees and other revenues from franchised and managed properties. Impairments from adverse franchise agreement activity, including terminations and significant delinquencies in construction or invoice payments, for the years ended December 31, 2022, 2021 and 2020 were \$2.5 million, \$11.1 million and \$2.0 million, respectively, and are recorded within SG&A expenses and other expenses from franchised and managed properties.

### Disaggregation of Revenue

The following table presents our revenues by over time and point in time recognition:

(in thousands)	Year Ended December 31, 2022		
	Over time	Point in time	Total
Royalty, licensing and management fees	\$ 471,601	\$ 158	\$ 471,759
Initial franchise fees	28,074	—	28,074
Procurement services	60,768	3,032	63,800
Owned hotels	55,197	15,398	70,595
Other	64,740	—	64,740
Other revenues from franchised and managed properties	596,668	106,082	702,750
Topic 606 revenues	\$ 1,277,048	\$ 124,670	1,401,718
Non-Topic 606 revenues			231
Total revenues			\$ 1,401,949

(in thousands)	Year Ended December 31, 2021		
	Over time	Point in time	Total
Royalty, licensing and management fees	\$ 397,218	\$ —	\$ 397,218
Initial franchise fees	26,342	—	26,342
Procurement services	47,878	2,515	50,393
Owned hotels	31,747	5,642	37,389
Other	28,669	—	28,669
Other revenues from franchised and managed properties	465,184	63,659	528,843
Topic 606 revenues	\$ 997,038	\$ 71,816	1,068,854
Non-Topic 606 revenues			444
Total revenues			\$ 1,069,298

(in thousands)	Year Ended December 31, 2020		
	Over time	Point in time	Total
Royalty, licensing and management fees	\$ 263,308	\$ —	\$ 263,308
Initial franchise fees	25,906	—	25,906
Procurement services	42,919	2,323	45,242
Owned hotels	16,824	2,912	19,736
Other	15,838	—	15,838
Other revenues from franchised and managed properties	325,785	76,783	402,568
Topic 606 revenues	\$ 690,580	\$ 82,018	772,598
Non-Topic 606 revenues			1,474
Total revenues			\$ 774,072

Owned hotels point in time revenues represent goods and services purchased independently of the hotel stay, such as food and beverage, incidentals, and parking fees. The remaining point in time revenue captions represent loyalty points redeemed by members for benefits (with both franchisees and third-party partners), net of the cost of redemptions. For the years ended December 31, 2022, 2021 and 2020, these loyalty net revenues, inclusive of adjustments to estimated redemption rates, were \$109.3 million, \$66.2 million, and \$79.1 million, respectively.

For the year ended December 31, 2022, other revenues include contract termination fees of \$22.6 million related to the termination of 110 WoodSpring units. The termination fee revenue represents \$67.4 million in consideration received, less the \$44.7 million carrying basis of the related contract intangibles initially established at the time of the WoodSpring acquisition.

As presented in Note 20, the Corporate & Other segment amounts represent \$108.9 million, \$45.7 million, and \$28.3 million for the years ended December 31, 2022, 2021 and 2020, respectively, and are included in the Over time column of Other revenues and the Owned hotels and Non-Topic 606 revenues rows. The remaining revenues relate to the Hotel Franchising & Management reportable segment. Royalty, licensing and management fees and Other revenues from franchised and managed

properties net of intersegment revenues of \$5.5 million, \$2.9 million, and \$1.5 million for the years ended December 31, 2022, 2021 and 2020, respectively.

### 3. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

(in thousands)	December 31,	
	2022	2021
Prepaid expenses	\$ 29,640	\$ 15,610
Other current assets	2,877	5,870
Land held for sale	—	8,465
Total prepaid expenses and other current assets	\$ 32,517	\$ 29,945

Land held for sale represents a parcel of land previously acquired to support the Company's program to stimulate development of certain brands. In October 2021, the Company committed to a plan to market the land for sale and executed a purchase and sale agreement. As a result, the land was deemed to meet held for sale classification during the fourth quarter of 2021, and the Company recognized a \$0.3 million charge, reflected within Impairment of long-lived assets on the consolidated statements of income, for the carrying value in excess of fair value less costs to sell. The agreed upon transaction price in the purchase and sale agreement was determined to approximate fair value under a market valuation approach. The impairment of the land is included in the Corporate & Other segment in Note 20. The land was subsequently sold on January 18, 2022.

#### 4. Receivables and Allowance for Credit Losses

##### Notes Receivable

The composition of notes receivable balances based on the level of security credit quality indicator and the allowances for credit losses is as follows:

(in thousands)	December 31,	
	2022	2021
Senior	\$ 95,466	\$ 108,370
Subordinated	17,075	27,801
Unsecured	5,674	1,512
Total notes receivable	118,215	137,683
Total allowance for notes receivable credit losses	10,172	16,779
Total notes receivable, net of allowance	\$ 108,043	\$ 120,904
Current portion, net of allowance	\$ 52,466	\$ 54,453
Long-term portion, net of allowance	\$ 55,577	\$ 66,451

Amortized cost basis by year of origination and level of security credit quality indicator are as follows:

(in thousands)	2022	2021	2020	Prior	Total
Senior	\$ —	\$ 7,909	\$ —	\$ 87,557	\$ 95,466
Subordinated	—	—	—	17,075	17,075
Unsecured	466	2,149	983	2,076	5,674
Total notes receivable	\$ 466	\$ 10,058	\$ 983	\$ 106,708	\$ 118,215

The following table summarizes the activity related to the Company's notes receivable allowance for credit losses:

(in thousands)	December 31,	
	2022	2021
Beginning balance	\$ 16,779	\$ 19,484
Provisions for credit losses	(938)	709
Write-offs	(5,669)	(3,414)
Ending balance	\$ 10,172	\$ 16,779

As of December 31, 2022 and December 31, 2021, one and two loans, respectively, with senior and/or subordinated tranches met the definition of collateral-dependent and are collateralized by membership interests in the borrowing entities and either the associated land parcels or an operating hotel. The Company used a discounted cash flow ("DCF") market approach via quoted market prices to value the underlying collateral. The Company reviewed the borrower's financial statements, economic trends, industry projections for the market, and comparable sales capitalization rates, which represent significant inputs to the cash flow projections. These nonrecurring fair value measurements are classified as level three of the fair value measurement hierarchy, as there are unobservable inputs which are significant to the overall fair value. Based on these analyses, the fair value of collateral secures substantially all of the carrying value of each loan. Allowances for credit losses attributable to collateral-dependent loans are \$0.9 million and \$6.3 million as of December 31, 2022 and December 31, 2021, respectively.

The write-offs recorded in the year ended December 31, 2022 and December 31, 2021 are primarily associated with loans previously classified as collateral-dependent that were settled in exchange for an operating hotel on April 14, 2022 and October 1, 2021, respectively. Refer to Note 24 regarding the second quarter 2022 and third quarter 2021 asset acquisition accounting. Additionally, one loan was settled under negotiated terms and therefore written off. Two loans had revised provisions as a result of loan repayments being made timely and a favorable reassessment of the underlying collateral's performance.

The Company considers loans to be past due when payments are not made when due in accordance with then current loan provisions or terms extended to borrowers, including loans with concessions or interest deferral. Although the Company considers loans to be past due if payments are not received on the due date, the Company does not suspend the accrual of interest until those payments are more than 30 days past due. The Company applies payments received for loans on non-accrual status first to interest and then to principal. The Company does not resume interest accrual until all delinquent payments are received based on then current loan provisions. The amortized cost basis of notes receivable on non-accrual status was \$18.7 million and \$44.1 million at December 31, 2022 and 2021, respectively.



The Company has identified loans totaling approximately \$4.8 million and \$7.5 million, respectively, with stated interest rates that are less than market rate, representing a total discount of \$0.1 million and \$0.3 million as of the years ended December 31, 2022 and 2021, respectively. These discounts are reflected as a reduction of the outstanding loan amounts and are amortized over the life of the related loan.

The past due status by credit quality indicator of the notes receivable amortized cost basis are as follows:

(in thousands)	1-30 days Past Due	31-89 days Past Due	> 90 days Past Due	Total Past Due	Current	Total Notes Receivable
<b>As of December 31, 2022</b>						
Senior	\$ —	\$ 15,200	\$ —	\$ 15,200	\$ 80,266	\$ 95,466
Subordinated	—	—	2,209	2,209	14,866	17,075
Unsecured	20	40	40	99	5,574	5,674
	<u>\$ 20</u>	<u>\$ 15,240</u>	<u>\$ 2,249</u>	<u>\$ 17,508</u>	<u>\$ 100,706</u>	<u>\$ 118,215</u>
<b>As of December 31, 2021</b>						
Senior	\$ —	\$ —	\$ —	\$ —	\$ 108,370	\$ 108,370
Subordinated	—	—	2,209	2,209	25,592	27,801
Unsecured	—	—	—	—	1,512	1,512
	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,209</u>	<u>\$ 2,209</u>	<u>\$ 135,474</u>	<u>\$ 137,683</u>

The Company evaluated its off-balance-sheet credit exposure for loan commitments and determined the likelihood of having to perform is remote as of December 31, 2022. Refer to Note 23.

#### *Variable Interest through Notes Issued*

The Company has issued notes receivables to certain entities that have created variable interests in these borrowers totaling \$103.2 million and \$120.2 million at December 31, 2022 and 2021, respectively. The Company has determined that it is not the primary beneficiary of these VIEs. These loans have stated fixed and/or variable interest amounts. For collateral-dependent loans, the Company has no exposure to the borrowing VIE beyond the note receivable and limited commitments addressed in Note 23.

#### *Accounts Receivable*

Accounts receivable consist primarily of franchise and related fees due from hotel franchisees and are recorded at the invoiced amount.

During the year ended December 31, 2022, the Company recorded provisions for credit losses on accounts receivable of \$0.4 million in SG&A expenses and \$1.4 million in marketing and reservation system expenses. During the year ended December 31, 2021, the Company recorded reversals of provisions for credit losses on accounts receivable of \$4.4 million in SG&A expenses and \$7.3 million in marketing and reservation system expenses, after considering improved collection patterns and economic and credit conditions. During the years ended December 31, 2022 and December 31, 2021, the Company recorded write-offs, net of recoveries, through the accounts receivable allowance for credit losses of \$12.4 million and \$13.5 million, respectively. The Company assumed \$41.7 million of trade accounts receivable as a result of the Radisson acquisition.

## 5. Property and Equipment

The components of property and equipment are:

(in thousands)	December 31,	
	2022	2021
Land and land improvements	\$ 37,335	\$ 32,255
Construction in progress and software under development	76,700	66,832
Computer equipment and software	243,436	214,814
Buildings and leasehold improvements	261,669	233,255
Furniture, fixtures, vehicles and equipment	61,489	62,703
Property and equipment	680,629	609,859
Less: Accumulated depreciation and amortization	(253,323)	(232,492)
Property and equipment, net	\$ 427,306	\$ 377,367

Unamortized capitalized software development costs at December 31, 2022 and 2021 totaled \$58.5 million and \$52.0 million, respectively. Amortization of software development costs for the years ended December 31, 2022, 2021 and 2020 totaled \$26.6 million, \$14.1 million, and \$14.6 million, respectively.

Depreciation expense, excluding amounts attributable to marketing and reservation activities, for the years ended December 31, 2022, 2021 and 2020 was \$14.5 million, \$16.5 million and \$16.9 million, respectively.

In the first quarter of 2022, the Company acquired a hotel property through a deed in lieu foreclosure at the fair value of \$20.4 million as of the acquisition date of April 14, 2022. In the fourth quarter of 2021, the Company acquired a hotel property through a deed in lieu foreclosure at the fair value of \$21.1 million as of the acquisition date of October 1, 2021. The Company acquired owned hotel property and equipment at the fair value of \$125.4 million in the acquisition of Radisson Hotels Americas. Refer to Note 24.

## 6. Goodwill, Impairment of Assets, and Sale of Business and Assets

### Goodwill

The following table details the carrying amount of the Company's goodwill, including goodwill arising from the acquisition of Radisson Hotels Americas (refer to Note 24):

(in thousands)	December 31,	
	2022	2021
Goodwill, excluding goodwill arising from Radisson Hotels Americas acquisition	\$ 166,774	\$ 166,774
Accumulated impairment losses	(7,578)	(7,578)
Goodwill arising from Radisson Hotels Americas acquisition (refer to Note 24)	59,457	—
Goodwill, net carrying amount	\$ 218,653	\$ 159,196

As of December 31, 2022 and 2021, goodwill is entirely attributable to the Hotel Franchising reporting unit. The Company assessed the qualitative factors attributable to the Hotel Franchising reporting unit and determined it is not more likely than not that the fair value of the reporting unit is less than its carrying amount. The Hotel Franchising reporting unit is included in the Hotel Franchising & Management reportable segment in Note 20. There were no changes in the carrying amount of goodwill during the year ended December 31, 2021.

### Long-lived asset group impairments

#### Real estate asset sales

Four separate owned Cambria hotel assets or land parcels met held for sale classification and had sales consummated to third-party franchisees, resulting in derecognition from the balance sheet, during the year ended December 31, 2022. We recognized gains on sale of business and assets, net for the four sales of \$16.2 million in the Corporate & Other segment during the year ended December 31, 2022.

#### Commercial office building

On December 30, 2014, a court awarded the Company title to a commercial office building as settlement of a portion of an outstanding loan receivable for which the building was pledged as collateral. Prior to initial lease term expiration of the building's single tenant, the tenant provided notice that lease renewal options would not be exercised. Management identified this as a triggering event requiring the interim reevaluation of the commercial office building's long-lived assets. During the third quarter of 2020, recoverability of the long-lived asset group was assessed based on undiscounted expected cash flows of the asset group aligned with management's present long-term strategy for the building, and management concluded the undiscounted expected cash flows were less than the carrying amount of the asset group. An impairment charge was recorded for the excess of the carrying value over the fair value of the asset group. To estimate the fair value of the long-lived asset group, the Company utilized a combination of market and income approach valuation methods. The Company recognized a non-cash pretax long-lived asset group impairment charge in the amount of \$4.3 million during the third quarter of 2020.

In 2021, the Company committed to a plan to sell the commercial office building, meeting held for sale classification in the third quarter of 2021. The building was sold in November 2021 for \$6.1 million, resulting in a gain of \$13 thousand reflected within gain (loss) on sale of business and assets, net on the consolidated statements of income in the fourth quarter of 2021.

The results of the commercial office building are included in the Corporate & Other segment in Note 20.

#### Real estate parcel

During the third quarter of 2018, the Company purchased the remaining membership interests in a VIE previously accounted for under the equity method of accounting. The VIE held a real estate parcel and the purchase was accounted for as an asset acquisition. The financial results of the 100% owned entity have been consolidated in the Company's financial statements since August 2018. The real estate parcel represents a long-lived asset group with a carrying value prior to recoverability evaluation of \$29.5 million in other assets as of December 31, 2020.

Based on the impact of the COVID-19 pandemic, the Company's assessment of the highest and best use of the real estate parcel changed and, therefore, the recoverability of the long-lived asset group was re-assessed based on undiscounted expected cash flows of the asset group from a sale, which were less than the carrying value of the asset group. An impairment charge was recorded for the excess of the carrying value over the fair value of the asset group. To estimate the fair value of the long-lived asset group, the Company utilized market approach valuation methods. The Company recognized a non-cash pre-tax long-lived asset group impairment charge in the amount of \$9.2 million during the fourth quarter of 2020.

The results of the real estate parcel are included in the Corporate & Other segment in Note 20.

## 7. Intangible Assets

The components of the Company's intangible assets, including intangibles established from the acquisition of Radisson Hotels Americas (refer to Note 24), are as follows:

(in thousands)	As of December 31, 2022			As of December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Franchise Rights <sup>(1)</sup>	\$ 352,665	\$ 104,836	\$ 247,829	\$ 190,641	\$ 105,604	\$ 85,037
Franchise Agreement Acquisition Costs <sup>(2)</sup>	307,169	68,085	239,084	263,718	66,373	197,345
Trademarks & Other <sup>(3)</sup>	19,236	12,888	6,348	16,152	12,403	3,749
Capitalized SaaS Licenses <sup>(4)</sup>	17,807	15,592	2,215	14,773	11,529	3,244
Total amortizing intangible assets	696,877	201,401	495,476	485,284	195,909	289,375
Trademarks (non-amortizing) <sup>(5)</sup>	246,714	—	246,714	23,014	—	23,014
Total intangible assets	\$ 943,591	\$ 201,401	\$ 742,190	\$ 508,298	\$ 195,909	\$ 312,389

- (1) Represents the purchase price assigned to long-term franchise contracts. The unamortized balance relates primarily to franchise rights established from the Radisson Transaction, as well as WoodSpring franchise rights active since acquisition. The franchise rights are being amortized over lives ranging from 12 to 15 years on a straight-line basis.
- (2) Represents certain payments to customers as an incentive to enter into new franchise agreements generally amortized as an offset to royalty fees and marketing and reservation system fees over lives ranging from 5 to 30 years on a straight-line basis commencing at hotel opening. Gross and accumulated amortization amounts are written off upon full amortization recognition, including at termination of an associated franchise agreement. Refer to Note 2 for discussion of impairments recognized.
- (3) Represents definite-lived trademarks and other various amortizing assets, including management agreements, generally amortized on a straight-line basis over a period of 10 years to 30 years.
- (4) Represents software licenses capitalized under a SaaS agreement which are generally amortized on a straight-line basis over an average period of 3 years.
- (5) Represents the purchase price assigned to the Radisson, WoodSpring and Suburban trademarks established at the time of their respective acquisitions. The trademarks are expected to generate future cash flows for an indefinite period of time and therefore are non-amortizing.

Amortization expense for the years ended December 31, 2022, 2021 and 2020 amounted to \$35.1 million, \$25.2 million, and \$23.6 million, respectively.

The estimated annual amortization expense related to the Company's amortizing intangible assets for each of the next five years is as follows:

(in thousands)	
2023	\$ 41,092
2024	\$ 39,044
2025	\$ 38,497
2026	\$ 37,740
2027	\$ 36,608

## 8. Investments in Affiliates

The Company maintains equity method investments in affiliates related to the Company's program to offer equity support to qualified franchisees to develop and operate Cambria Hotels in strategic markets. The Company has investments in affiliates that represent VIEs totaling \$24.5 million and \$25.2 million on the consolidated balance sheets at December 31, 2022 and 2021, respectively. The Company has determined that it is not the primary beneficiary of any of these VIEs, however it does exercise significant influence through its equity ownership and as a result the investment in these affiliates is accounted for under the equity method. The Company's maximum exposure to losses related to its investments in VIEs is limited to its equity investments as well as certain guaranties as described in Note 23 of these financial statements.

For the years ended December 31, 2022, 2021 and 2020, the Company recognized losses from investments in VIEs, inclusive of impairments and gains/losses upon sales of ownership interests in or distributions resulting from sales of underlying assets of affiliates, totaling \$3.7 million, \$18.9 million and \$15.4 million, respectively. These amounts are classified as equity in net (gain) loss of affiliates in the consolidated statements of income and captured in the Hotel Franchising & Management reportable segment in Note 20.

During the years ended December 31, 2022, December 31, 2021, and December 30, 2020 the Company recognized impairment charges of \$0.2 million, \$19.3 million, and \$7.3 million, respectively, related to certain equity method investments. The Company estimated the fair value of each investment on an individual basis and derived the value from a combination of observable prices from offers received for either the underlying collateral or the ownership interest of the unconsolidated affiliate, comparable market transactions, and DCF techniques to project cash flows for the investment based upon the underlying property. There are judgments and assumptions in each of these fair value determinations, including our selection of comparable market transactions, the amount and timing of expected future cash flows, long-term growth rates, and sales capitalization rates. These nonrecurring fair value measurements are classified as level three of the fair value measurement hierarchy, as the Company utilized unobservable inputs which are significant to the overall fair value. Based on these analyses, in each case the Company determined that the fair market value declined below the carrying value and the decline is other-than-temporary. As a result, the Company recorded impairment charges from the carrying value to the estimated fair value for each investment.

During the years ended December 31, 2021 and 2020, the Company recognized net gains (losses) upon sales of ownership interests in or distributions resulting from sales of underlying assets of affiliates of \$6.9 million, and \$0.5 million, respectively. The Company recognized no net gains (losses) during the year ended December 31, 2022.

Investment in affiliate ownership interests at December 31, 2022 and 2021 are as follows:

	Ownership Interest	
	December 31, 2022	December 31, 2021
Choice Hotels Canada, Inc. <sup>(1)</sup>	50 %	50 %
Main Street WP Hotel Associates, LLC	50 %	50 %
CS Hotel 30W46th, LLC <sup>(2)</sup>	— %	— %
CS Hotel West Orange, LLC	50 %	50 %
City Market Hotel Development, LLC	43 %	43 %
CS Woodlands, LLC <sup>(3)</sup>	50 %	50 %
926 James M. Wood Boulevard, LLC	75 %	75 %
CS Dallas Elm, LLC <sup>(2)</sup>	— %	— %
Pine Street Long Beach LLC <sup>(2)</sup>	— %	— %
SY Valley Vineyard Resorts LLC <sup>(2)</sup>	— %	— %
CS Lakeside Santa Clara LLC	50 %	50 %
BL 219 Holdco, LP	50 %	50 %
Integrated 32 West Randolph LLC	20 %	20 %
EH Nampa JV LLC	80 %	— %
Radisson Hotel La Crosse <sup>(1)</sup>	14 %	— %

<sup>(1)</sup> Non-VIE investments

<sup>(2)</sup> The Company sold its ownership interest in the equity method investment or received distributions resulting from the sale of underlying assets of the affiliate during 2021

<sup>(3)</sup> The Company received distributions from the sale of underlying assets of the affiliate in February 2023. The equity method investment will be derecognized in the first quarter of 2023.

The following tables present summarized financial information for all unconsolidated ventures in which the Company holds an investment in affiliate that is accounted for under the equity method:

(in thousands)	Year Ended December 31,		
	2022	2021	2020
Revenues	\$ 58,821	\$ 35,514	\$ 30,364
Operating income (loss)	7,977	2,299	(6,494)
Income (loss) from continuing operations	1,837	(5,227)	(18,366)
Net loss	(1,058)	(1,593)	(18,977)

(in thousands)	As of December 31,	
	2022	2021
Current assets	\$ 39,870	\$ 31,209
Non-current assets	237,347	242,567
Total assets	\$ 277,217	\$ 273,776
Current liabilities	\$ 38,660	\$ 30,365
Non-current liabilities	181,894	81,090
Total liabilities	\$ 220,554	\$ 111,455

**9. Other Assets**

Other assets consist of the following at:

(in thousands)	December 31,	
	2022	2021
Land and buildings	\$ 20,303	\$ 20,303
Capitalized franchise sales commissions (refer to Note 2)	57,606	55,535
Other assets	13,159	14,183
Total other assets	\$ 91,068	\$ 90,021

Land and buildings represents the Company's purchase of real estate as part of its program to stimulate development of certain brands and is classified as Other assets as the real estate is not presently under active construction.

**10. Accrued Expenses and Other Current Liabilities**

Accrued expenses and other current liabilities consist of the following:

(in thousands)	December 31,	
	2022	2021
Accrued compensation and benefits	\$ 75,453	\$ 54,911
Accrued interest	9,628	15,140
Dividends payable	13,136	13,435
Termination benefits	1,242	509
Income taxes payable	6,388	125
Current operating lease liabilities	10,663	11,998
Other liabilities	14,900	8,354
Total	\$ 131,410	\$ 104,472

**11. Deferred Revenue**

Deferred revenue consists of the following:

(in thousands)	December 31,	
	2022	2021
Initial franchise fees	\$ 123,790	\$ 96,628
Loyalty programs	93,419	82,742
System implementation fees	4,675	5,865
Procurement services fees	2,568	1,410
Other	2,392	678
Total deferred revenue	\$ 226,844	\$ 187,323
Current portion	\$ 92,695	\$ 81,538
Long-term portion	\$ 134,149	\$ 105,785

Refer to Note 2 for revenue recognition policies resulting in the deferral of revenue, including loyalty programs and the relationship between the loyalty programs deferred revenue and the liability for the guest loyalty program.

## 12. Debt

Debt consists of the following:

(in thousands)	December 31,	
	2022	2021
\$450 million senior unsecured notes due 2031 ("2020 Senior Notes") with an effective interest rate of 3.86%, less a discount and deferred issuance costs of \$4.9 million and \$5.5 million at December 31, 2022 and December 31, 2021, respectively	\$ 445,080	\$ 444,470
\$400 million senior unsecured notes due 2029 ("2019 Senior Notes") with an effective interest rate of 3.88%, less a discount and deferred issuance costs of \$4.2 million and \$4.8 million at December 31, 2022 and December 31, 2021, respectively	395,838	395,237
\$216.6 million senior unsecured notes due 2022 ("2012 Senior Notes") with an effective interest rate of 6.0% less deferred issuance costs of \$0.2 million at December 31, 2021 <sup>(2)</sup>	—	216,351
\$600 million senior unsecured credit facility with an effective interest rate of 5.37% less deferred issuance costs of \$1.8 million at December 31, 2022 <sup>(1)</sup>	358,189	—
Economic development loans with an effective interest rate of 3.0% at December 31, 2022 and December 31, 2021, respectively	4,416	4,416
Total debt <sup>(3)</sup>	\$ 1,203,523	\$ 1,060,474
Less current portion	2,976	216,351
Total long-term debt	\$ 1,200,547	\$ 844,123

<sup>(1)</sup> As there are no outstanding borrowings at December 31, 2021, deferred issuance costs for the senior unsecured revolving credit facility of \$2.3 million are presented in non-current Other assets in the consolidated balance sheets. Refer to Note 25 regarding an amendment to the senior unsecured revolving credit facility entered into on February 14, 2023.

<sup>(2)</sup> The 2012 Senior Notes matured on July 1, 2022. The outstanding principal of \$216.6 million was re-paid at maturity.

<sup>(3)</sup> As part of the Radisson Transaction, we assumed debt that was subsequently paid off during the third quarter of 2022. For additional details, refer *Acquired debt and swap derivative Asset* sub-header below and Note 24.

Scheduled principal maturities of debt, net of unamortized discounts, premiums and deferred issuance costs, as of December 31, 2022 were as follows:

(in thousands)	Senior Notes	Revolving Credit Facility	Other Notes Payable	Total
2022	—	—	—	—
2023	—	—	4,416	4,416
2024	—	—	—	—
2025	—	—	—	—
2026	—	358,189	—	358,189
Thereafter	840,918	—	—	840,918
Total payments	\$ 840,918	\$ 358,189	\$ 4,416	\$ 1,203,523

### *Senior unsecured credit facility*

On August 11, 2022, to fund the Radisson Hotels Americas acquisition, the Company drew \$175.0 million on the senior unsecured revolving credit facility and funded the remainder with cash on hand. Refer to Note 24. At December 31, 2022, there is approximately \$360.0 million outstanding on the senior unsecured revolving credit facility.

Refer to Note 25 regarding an amendment to the senior unsecured revolving credit facility entered into on February 14, 2023.

### *Acquired debt and swap derivative asset*

On August 11, 2022, in connection with the Radisson Hotels Americas acquisition, the Company also acquired three owned hotel properties, one of which had an encumbered mortgage loan with a mortgage principal in the amount of \$53.5 million with an original maturity date of August 7, 2024. In addition, the mortgage had an associated interest rate cap agreement ("Interest Swap") with an effective date of July 30, 2021 through August 6, 2024. On August 12, 2022, at Choice's election, cash on hand was wired to pay off the outstanding loan principal, outstanding interest, and certain prepayment, exit and related fees in the amount of \$56.0 million. At the same time, several of the loan related escrows were released in the amount of \$10.4 million. On August 16, 2022, the Interest Swap derivative was terminated, which resulted in a payment to Choice in the amount of \$1.9 million.



### 13. Non-Qualified Retirement, Savings and Investment Plans

The Company sponsors two non-qualified retirement savings and investment plans for certain employees and senior executives. Employee and Company contributions are maintained in separate irrevocable trusts. Legally, the assets of the trusts remain those of the Company; however, access to the trusts' assets is severely restricted. The trusts cannot be revoked by the Company or an acquirer, but the assets are subject to the claims of the Company's general creditors. The participants do not have the right to assign or transfer contractual rights in the trusts.

In 2002, the Company adopted the Choice Hotels International, Inc. Executive Deferred Compensation Plan ("EDCP") which became effective January 1, 2003. Under the EDCP, certain executive officers may defer a portion of their salary into an irrevocable trust and invest these amounts in a selection of available diversified investment options. In 1997, the Company adopted the Choice Hotels International, Inc. Non-Qualified Retirement Savings and Investment Plan ("Non-Qualified Plan"). The Non-Qualified Plan allows certain employees who do not participate in the EDCP to defer a portion of their salary and invest these amounts in a selection of available diversified investment options. Under the EDCP and Non-Qualified Plan, (together, the "Deferred Compensation Plan"), the Company recorded current and long-term deferred compensation liabilities of \$37.4 million and \$40.8 million at December 31, 2022 and 2021, respectively, related to these deferrals and credited investment return under these two deferred compensation plans. Compensation expense is recorded in SG&A expense on the Company's consolidated statements of income based on the change in the deferred compensation obligation related to earnings credited to participants as well as changes in the fair value of diversified investments. The net decrease in compensation expense recorded in SG&A for the year ended December 31, 2022 was \$5.3 million. For the years ended December 31, 2021, and 2020, an increase in compensation expense was recorded in SG&A for \$6.1 million, and \$4.5 million, respectively.

Under the Deferred Compensation Plan, the Company has invested the employee salary deferrals in diversified long-term investments which are intended to provide investment returns that offset the earnings credited to the participants. The diversified investments held in the trusts totaled \$32.4 million and \$36.1 million as of December 31, 2022 and 2021, respectively, and are recorded at their fair value, based on quoted market prices. At December 31, 2022, the Company expects \$0.7 million of the assets held in the trust to be distributed during the year ended December 31, 2023 to participants. These investments are considered trading securities and therefore the changes in the fair value of the diversified assets is included in other gains, net in the accompanying consolidated statements of income. The Company recorded investment loss during December 31, 2022 of \$6.0 million and gains during the years ended December 31, 2021 and 2020 of \$5.6 million, and \$4.2 million, respectively. The Deferred Compensation Plan held no shares of the Company's common stock at December 31, 2022 and 2021.

### 14. Fair Value Measurements

The Company estimates the fair value of its financial instruments utilizing a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The following summarizes the three levels of inputs, as well as the assets that the Company values using those levels of inputs on a recurring basis.

**Level 1:** Quoted prices in active markets for identical assets and liabilities. The Company's Level 1 assets consist of marketable securities (primarily mutual funds) held in the Deferred Compensation Plan.

**Level 2:** Observable inputs, other than quoted prices in active markets for identical assets and liabilities, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable. The Company's Level 2 assets consist of money market funds held in the Deferred Compensation Plan.

**Level 3:** Unobservable inputs, supported by little or no market data available, where the reporting entity is required to develop its own assumptions to determine the fair value of the instrument. The Company does not currently have any assets recorded at fair value on a recurring basis whose fair value was determined using Level 3 inputs and there were no transfers of Level 3 assets during the years ended December 31, 2022 and 2021.

As of December 31, 2022 and 2021, the Company had the following assets measured at fair value on a recurring basis:

(in thousands)	Fair Value Measurements at Reporting Date Using			
	Total	Level 1	Level 2	Level 3
<b>December 31, 2022</b>				
Mutual funds <sup>(1)</sup>	\$ 29,143	\$ 29,143	\$ —	\$ —
Money market funds <sup>(1)</sup>	3,242	—	3,242	—
<b>Total</b>	<b>\$ 32,385</b>	<b>\$ 29,143</b>	<b>\$ 3,242</b>	<b>\$ —</b>
<b>December 31, 2021</b>				
Mutual funds <sup>(1)</sup>	\$ 33,555	\$ 33,555	\$ —	\$ —
Money market funds <sup>(1)</sup>	2,520	—	2,520	—
<b>Total</b>	<b>\$ 36,075</b>	<b>\$ 33,555</b>	<b>\$ 2,520</b>	<b>\$ —</b>

<sup>(1)</sup> Included in Investments, employee benefit plans, at fair value and other current assets on the consolidated balance sheets.

#### *Other financial instruments disclosure*

The Company believes that the fair values of its current assets and current liabilities approximate their reported carrying amounts due to the short-term nature of these items. In addition, the interest rates of the Company's Restated Credit Agreement adjust frequently based on current market rates; accordingly we believe its carrying amount, when amounts are drawn, approximates fair value.

The fair values of the Company's senior unsecured notes are classified as Level 2, as the significant inputs are observable in an active market. The Company's 2012 Senior Notes matured and were re-paid on July 1, 2022. Refer to Note 12 for further information on debt. At December 31, 2022 and December 31, 2021, the carrying amounts and fair values are as follows:

(in thousands)	December 31, 2022		December 31, 2021	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
2020 Senior Notes	\$ 445,080	\$ 384,647	\$ 444,470	\$ 477,675
2019 Senior Notes	395,838	349,368	395,237	425,984
2012 Senior Notes	—	—	216,351	221,702

Fair value estimates are made at a specific point in time, are subjective in nature and involve uncertainties and matters of significant judgment. Settlement of such fair value amounts may not be possible or a prudent management decision.

## 15. Income Taxes

Total income before income taxes, classified by source of income, was as follows:

(in thousands)	Year Ended December 31,		
	2022	2021	2020
U.S.	\$ 409,666	\$ 355,408	\$ 38,475
Outside the U.S.	27,140	21,084	14,531
Income from continuing operations before income taxes	\$ 436,806	\$ 376,492	\$ 53,006

The provision for income taxes, classified by the timing and location of payment, was as follows:

(in thousands)	Year Ended December 31,		
	2022	2021	2020
Current tax expense			
Federal	103,275	\$ 71,573	\$ 14,345
State	20,068	15,605	4,303
Foreign	2,331	1,041	2,300
Deferred tax (benefit) expense			
Federal	(18,974)	(2,690)	(12,333)
State	(4,163)	(1,254)	(1,953)
Foreign	2,117	3,260	(29,043)
Income tax expense (benefit)	\$ 104,654	\$ 87,535	\$ (22,381)

Net deferred tax assets as of December 31, 2022 were as follows:

(in thousands)	December 31,	
	2022	2021
Deferred tax assets:		
Accrued compensation	\$ 17,044	\$ 13,997
Deferred revenue	46,758	36,666
Receivable, net	8,599	11,776
Tax credits	16,379	14,217
Operating lease liabilities	19,715	6,621
Partnership interests	3,948	4,398
Foreign net operating losses	8,245	7,478
Non-U.S. intellectual property	17,642	21,402
Other	5,589	5,727
Total gross deferred tax assets	143,919	122,282
Less: Valuation allowance	(21,402)	(19,734)
Deferred tax assets	\$ 122,517	\$ 102,548
Deferred tax liabilities:		
Property, equipment and intangible assets	\$ (15,585)	\$ (28,276)
Operating lease ROU assets	(17,703)	(4,350)
Other	(1,047)	(1,279)
Deferred tax liabilities	(34,335)	(33,905)
Net deferred tax assets	\$ 88,182	\$ 68,643

The Company assesses all positive and negative evidence to estimate whether sufficient future taxable income will be generated to use deferred tax assets. Based on this evaluation, the Company recorded a net change to its valuation allowance of \$1.7 million due to a \$2.2 million increase related to state tax credits, partially offset by a \$0.5 million decrease related to foreign deferred tax assets.

The Company has \$16.4 million of state income tax credit carryforwards. It is more likely than not that these benefits will not be realized. Accordingly, the Company has provided a full valuation allowance against these credit carryforwards. The Company has also provided a tax-effected valuation allowance of \$5.0 million on its foreign deferred tax assets, as it believes it is more likely than not that some of these benefits will not be realized.

As of December 31, 2022, the Company had gross foreign net operating losses ("NOLs") of \$31.4 million, all of which have indefinite carryforward lives. The Company has recorded a tax-effected valuation allowance of \$1.8 million for these NOLs, primarily related to France and India. In addition, the Company has a Dutch deferred tax asset of \$17.6 million, for which it has recorded a valuation allowance of \$3 million. The Dutch valuation allowance did not change in 2022.

The statutory United States federal income tax rate reconciles to the effective income tax rates for continuing operations as follows:

	Year Ended December 31,		
	2022	2021	2020
Statutory U.S. federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal tax benefit	3.0 %	3.1 %	4.6 %
Benefits related to foreign operations	0.1 %	(0.2)%	(4.2)%
Expenses (benefits) related to compensation, net	1.0 %	0.5 %	(5.8)%
Unrecognized tax positions	0.2 %	0.2 %	4.7 %
International Reorganization	— %	1.1 %	(65.2)%
Tax credits	(1.5)%	(1.8)%	(15.2)%
Valuation allowance	0.5 %	(0.2)%	17.5 %
Other	(0.3)%	(0.4)%	0.4 %
Effective income tax rates	24.0 %	23.3 %	(42.2)%

The Company's effective income tax rates from continuing operations were 24.0%, 23.3%, and (42.2)% for the years ended December 31, 2022, 2021 and 2020, respectively.

The effective income tax rates for the years ended December 31, 2022 and December 31, 2021 were higher than the U.S. federal income tax rate of 21.0% primarily due to state income taxes and tax expense related to compensation, partially offset by federal income tax credits. The effective income tax rate for the year ended December 31, 2021 was also higher due to a reduction in the net carrying value of its Dutch deferred tax asset.

As of December 31, 2022, 2021 and 2020, the Company's gross unrecognized tax benefits totaled \$11.9 million, \$11.1 million, and \$10.2 million, respectively. After considering the deferred income tax accounting impact, it is expected that approximately \$8.1 million of the total as of December 31, 2022 would favorably affect the effective tax rate if resolved in the Company's favor.

The following table presents a reconciliation of the beginning and ending amounts of unrecognized tax benefits:

(in thousands)	2022	2021	2020
Balance, January 1	\$ 11,147	\$ 10,193	\$ 7,738
Changes for tax positions of prior years	(31)	156	1,174
Increases for tax positions related to the current year	1,650	1,618	1,281
Settlements and lapsing of statutes of limitations	(890)	(820)	—
Balance, December 31	\$ 11,876	\$ 11,147	\$ 10,193

It is reasonably possible that the Company's unrecognized tax benefits could decrease within the next 12 months by as much as \$10.5 million due to settlements and the expiration of applicable statutes of limitations. The Company's federal income tax returns for tax years 2015 and 2016 are currently under examination by the Internal Revenue Service for a tax credit refund claim. The Company's federal income tax return for tax years 2017 and 2018 are also under examination by the Internal Revenue Service. Further, the Company's federal income tax returns for tax years 2019, 2020, and 2021 are subject to examination by the Internal Revenue Service.

The practice of the Company is to recognize interest and penalties related to income tax matters in the provision for income taxes. The Company did not incur any material interest or penalties for 2022, 2021, and 2020. The Company had \$0.3 million and \$0.4 million of accrued interest and penalties on December 31, 2022 and 2021, respectively.

The Tax Cuts and Jobs Act subjects a U.S. shareholder to a minimum tax on “global intangible low-taxed income” (“GILTI”) earned by certain foreign subsidiaries. The practice of the Company is to recognize the tax expense on GILTI as a period expense in the period the tax is incurred. The Company has incurred tax on GILTI for the year ended December 31, 2022.

## 16. Share-Based Compensation and Capital Stock

### *Share-Based Compensation*

The Company recognizes compensation cost related to share-based payment transactions in the financial statements based on the fair value of the equity or liability instruments issued. Compensation expense related to the fair value of share-based awards is recognized over the requisite service period. Over the life of the grant, the estimate of share-based compensation expense for awards with performance and/or service requirements is adjusted so that compensation cost is recognized only for awards that ultimately vest; for the grants with market conditions, the fair value of the award is determined at grant date and expensed over the life of the grant.

The Company has stock compensation plans pursuant to which it is authorized to grant stock-based awards of which 1.6 million shares of the Company's common stock remain available for grant as of December 31, 2022. The Company's policy allows the issuance of new or treasury shares to satisfy stock-based awards. Restricted stock, stock options, stock appreciation rights and performance share awards may be granted to officers, key employees and non-employee directors with contractual terms set by the Compensation and Management Development Committee of the Board of Directors.

### *Stock Options*

The Company granted approximately 0.2 million, 0.3 million and 0.2 million options to certain employees of the Company at a fair value of approximately \$7.4 million, \$7.9 million and \$2.7 million during the years ended December 31, 2022, 2021 and 2020, respectively. The stock options granted by the Company had an exercise price equal to the market price of the Company's common stock on the date of grant. The fair value of the options granted was estimated on the grant date using the Black-Scholes option-pricing model with the following weighted average assumptions:

	2022	2021	2020
Risk-free interest rate	2.01 %	0.94 %	0.99 %
Expected volatility	29.46 %	29.23 %	20.88 %
Expected life of stock option	5.9 years	5.9 years	5.9 years
Dividend yield	0.66 %	0.82 %	0.99 %
Requisite service period	4 years	4 years	4 years
Contractual life	10 years	10 years	10 years
Weighted average fair value of options granted (per option)	\$ 42.66	\$ 28.00	\$ 17.25

The expected life of the options and volatility are based on the historical data which is believed to be indicative of future exercise patterns and volatility. Historical volatility is calculated based on a period that corresponds to the expected life of the stock option. The dividend yield and the risk-free rate of return are calculated on the grant date based on the then current dividend rate and the risk-free rate for the period corresponding to the expected life of the stock option. Compensation expense related to the fair value of these awards is recognized straight-line over the requisite service period based on those awards that ultimately vest.

The aggregate intrinsic value of stock options outstanding and exercisable as of December 31, 2022 was \$23.1 million and \$18.8 million, respectively. The total intrinsic value of options exercised during the years ended December 31, 2022, 2021 and 2020 was \$5.4 million, \$10.6 million and \$8.9 million, respectively.

The Company received \$3.8 million, \$11.1 million and \$10.2 million in proceeds from the exercise of 0.1 million, 0.2 million and 0.2 million employee stock options during the years ended December 31, 2022, 2021 and 2020, respectively.

The following table summarizes information about stock options outstanding as of December 31, 2022:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number Outstanding at December 31, 2022	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number Exercisable at December 31, 2022	Weighted Average Exercise Price
\$45.59 to \$55.00	105,172	0.16	\$ 51.49	105,172	\$ 51.49
\$55.01 to \$65.00	78,855	1.22	60.69	78,855	60.69
\$65.01 to \$85.00	230,110	2.75	81.31	194,648	81.34
\$85.01 to \$91.28	153,692	7.17	91.28	76,838	91.28
\$91.29 to \$104.87	273,567	8.16	104.87	68,343	104.87
\$104.88 to \$117.98	16,667	9.63	117.98	—	—
\$117.99 to \$146.68	152,584	9.16	146.68	—	—
	<u>1,010,647</u>	<u>5.58</u>	<u>\$ 94.97</u>	<u>523,856</u>	<u>\$ 76.77</u>

### Restricted Stock

The following table is a summary of activity related to restricted stock grants:

	For the Year Ended December 31,		
	2022	2021	2020
Restricted shares granted	273,777	61,009	158,133
Weighted average grant date fair value per share	\$ 143.76	\$ 111.25	\$ 90.18
Aggregate grant date fair value (in thousands)	\$ 39,357	\$ 6,787	\$ 14,260
Restricted shares forfeited	14,443	19,209	36,860
Vesting service period of shares granted	9 - 60 months	9 - 48 months	12 - 48 months
Fair value of shares vested (in thousands)	\$ 13,784	\$ 11,927	\$ 9,000

Compensation expense related to the fair value of these awards is recognized straight-line over the requisite service period based on those restricted stock grants that ultimately vest. The fair value of grants is measured by the market price of the Company's common stock on the date of grant. Restricted stock awards generally vest ratably over the service period beginning with the first anniversary of the grant date. Awards granted to retirement eligible non-employee directors are recognized over the shorter of the requisite service period or the length of time until retirement since the terms of the grant provide that awards will vest upon retirement.

### Performance Vested Restricted Stock Units

The Company has granted performance vested restricted stock units ("PVRSU") to certain employees. The Company grants three types of PVRSU awards: i) PVRSUs with performance conditions based on internal performance metrics, ii) PVRSUs with market conditions based on the Company's total shareholder return ("TSR") relative to a predetermined peer group, and iii) PVRSUs with both performance and market conditions. The vesting of PVRSU awards is contingent upon the Company achieving internal performance and/or TSR targets over a specified period and the employees' continued employment for a service period. These performance and market conditions affect the number of shares that will ultimately vest.

During the year ended December 31, 2022, the Company granted PVRSUs with market conditions, PVRSUs with performance conditions and PVRSUs with performance and market conditions with requisite service periods between 9 months and 60 months with award vesting ranges generally between 0% and 300% of the initial units granted.

The fair value of PVRSUs with only internal performance metrics is measured by the market price of the Company's common stock on the date of award grant. Compensation expense is recognized ratably over the requisite service period based on the Company's estimate of the achievement of the performance conditions. Management monitors current results and forecasts of the relevant internal performance metrics and, as necessary, adjusts the performance-based leveraging of unvested PVRSUs.

The fair value of PVRSUs with market conditions is estimated using a Monte Carlo simulation method as of the date of award grant. Compensation expense is recognized ratably over the requisite service period, regardless of whether the market conditions are achieved and the awards ultimately vest.

The fair value of PVRsUs with both performance and market conditions is estimated using a Monte Carlo simulation as of the date of award grant. Compensation is recognized ratably over the requisite service period based on the Company's estimate of the achievement of the performance conditions, with subsequent adjustments made for performance-based leveraging of unvested PVRsUs, as necessary. The Company has currently estimated that between 54% and 266.7% of the various award targets will be achieved.

The following table is a summary of activity related to PVRsU grants:

	For the Years Ended December 31,		
	2022	2021	2020
PVRsUs granted at target	111,585	98,544	170,471
Weighted average grant date fair value per share	\$ 181.91	\$ 108.75	\$ 134.26
Aggregate grant date fair value (in thousands)	\$ 20,298	\$ 10,716	\$ 22,888
PVRsUs forfeited & expired	83,563	78,500	33,080
Requisite service period	9 - 60 months	9 to 60 months	31 to 36 months

During the year ended December 31, 2022, no PVRsUs vested. During the years ended December 31, 2021 and 2020, PVRsUs totaling 3,986 and 176,471 vested at a fair value of \$0.3 million and \$17.5 million, respectively. During the years ended December 31, 2021 and 2020, an additional 920 and 30,116 units, respectively, were awarded because the Company's performance exceeded the conditions provided in the awards.

As a result of the Company's operating results not achieving certain performance conditions contained in the PVRsU awards, the number of PVRsUs that expired was 78,370 shares for the year ended December 31, 2022, 72,944 shares for the year ended December 31, 2021, and 16,117 shares for the year ended December 31, 2020.

A summary of stock-based award activity as of December 31, 2022, 2021 and 2020 and the changes during those years are presented below:

	2022						
	Stock Options			Restricted Stock		Performance Vested Restricted Stock Units	
	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2022	910,944	\$ 83.14		236,599	\$ 92.60	412,642	\$ 114.70
Granted	172,441	143.91		273,777	143.76	111,585	181.91
Performance-based leveraging*	—	—		—	—	(3,484)	121.34
Exercised/vested	(66,192)	57.55		(96,834)	87.34	—	—
Expired	(986)	51.49		—	—	(78,370)	81.15
Forfeited	(5,560)	128.86		(14,443)	106.35	(5,193)	132.06
Outstanding as of December 31, 2022	1,010,647	\$ 94.97	5.6 years	399,099	\$ 128.47	437,180	\$ 140.05
Options exercisable as of December 31, 2022	523,856	\$ 76.77	3.3 years				

\* PVRsU units outstanding have been adjusted by 3,484, net units during the year ended December 31, 2022, due to a decrease in outstanding PVRsU units due to the Company partially meeting the targeted performance conditions offset by an increase in outstanding PVRsU units due to the Company exceeding the targeted performance conditions in PVRsU's granted in prior periods.

2021

	Stock Options			Restricted Stock		Performance Vested Restricted Stock Units	
	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2021	819,610	\$ 70.48		304,439	\$ 84.48	321,752	\$ 109.25
Granted	280,811	104.87		61,009	111.25	98,544	108.75
Performance-based leveraging*	—	—		—	—	74,832	107.51
Exercised/vested	(185,437)	59.61		(109,640)	80.83	(3,986)	81.55
Expired	—	—		—	—	(72,944)	81.55
Forfeited	(4,040)	104.87		(19,209)	90.23	(5,556)	55.76
Outstanding as of December 31, 2021	910,944	\$ 83.14	5.5 years	236,599	\$ 92.60	412,642	\$ 114.70
Options exercisable as of December 31, 2021	421,592	\$ 67.09	2.8 years				

\* PVRSU units outstanding have been increased by 74,832 units during the year ended December 31, 2021, due to the Company exceeding the targeted performance conditions contained in PVRSU's granted in prior periods.

2020

	Stock Options			Restricted Stock		Performance Vested Restricted Stock Units	
	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2020	873,895	\$ 61.69		312,097	\$ 75.23	330,716	\$ 70.03
Granted	158,620	91.28		158,133	90.18	170,471	134.26
Performance-based leveraging*	—	—		—	—	30,116	60.68
Exercised/vested	(209,209)	49.17		(128,931)	69.80	(176,471)	58.68
Expired	—	—		—	—	(16,117)	60.50
Forfeited	(3,696)	91.28		(36,860)	81.98	(16,963)	82.25
Outstanding as of December 31, 2020	819,610	\$ 70.48	4.2 years	304,439	\$ 84.48	321,752	\$ 109.25
Options exercisable as of December 31, 2020	480,255	\$ 60.70	2.5 years				

\* PVRSU units outstanding have been increased by 30,116 units during the year ended December 31, 2020, due to the Company exceeding the targeted performance conditions contained in PVRSU's granted in prior periods.

The components of the Company's pretax stock-based compensation expense and associated income tax benefits are as follows:

(in thousands)	For the Year Ended December 31,		
	2022	2021	2020
Stock options	\$ 4,674	\$ 3,396	\$ 1,975
Restricted stock	14,349	9,281	8,731
Performance vested restricted stock units	21,436	10,703	(3,466)
Total share-based compensation expense	\$ 40,459	\$ 23,380	\$ 7,241



The total unrecognized compensation costs related to stock-based awards that have not yet vested and the related weighted average amortization period over which the costs are to be recognized as of December 31, 2022 are as follows:

(in thousands)	Unrecognized Compensation Expense on Unvested Awards	Weighted Average Remaining Amortization Period
Stock options	\$ 10,528	3.0 years
Restricted stock	37,634	3.6 years
Performance vested restricted stock units	28,545	2.5 years
Total	<u>\$ 76,707</u>	

#### *Dividends*

On February 28, 2020, the Company's Board of Directors declared a quarterly cash dividend of \$0.225 per share of common stock for \$12.5 million. The dividend was payable on April 16, 2020 to shareholders of record on April 2, 2020. Subsequent to the payment of the dividend, in light of uncertainty resulting from the COVID-19 pandemic, the Company's Board of Directors suspended future, undeclared dividends.

During the fourth quarter of 2021, the Company's Board of Directors announced a 6% increase to the quarterly dividend rate to \$0.2375 per share from \$0.225 per share, beginning with the dividend payable in the first quarter of 2022.

During the year ended December 31, 2022, the Company's quarterly dividend rate was \$0.2375 per share. Annual dividends declared during the year ended December 31, 2022 were \$0.95 per share or \$51.7 million. During the year ended December 31, 2021, the Company's quarterly dividend rate was \$0.225 per share for the second and third quarter and was \$0.2375 per share in the fourth quarter of 2021. Annual dividends declared during the year ended December 31, 2021 were \$0.688 per share or \$38.2 million. During the year ended December 31, 2020, the Company's quarterly dividend rate was \$0.225 per share. Annual dividends declared during the year ended December 31, 2020 were \$0.225 per share or \$12.5 million.

The Company may not declare or make any payment if under the Restated Credit agreement there is an existing event of default or if the payment would create an event of default.

In addition, during the years ended December 31, 2022, 2021 and 2020, the Company paid previously declared but unrecorded dividends totaling \$5 thousand, \$8 thousand, and \$0.4 million, respectively, that were contingent upon the vesting of performance vested restricted units.

#### *Share Repurchases and Redemptions*

In 1998, we instituted a share repurchase program. The Company may purchase stock under the share repurchase program to return excess capital to its shareholders. Treasury stock activity is recorded at cost in the consolidated balance sheets.

During the three months ended March 31, 2020, the Company repurchased 0.5 million shares of common stock under the repurchase program at a total cost of \$43.3 million. In light of uncertainty resulting from the COVID-19 pandemic, the Company subsequently temporarily suspended activity under the share repurchase program and no additional repurchases were made pursuant to the program for the balance of 2020. On May 7, 2021, the Company's Board of Directors approved resumption of the share repurchase program. During the year ended December 31, 2021, the Company repurchased 57,754 shares of its common stock under the repurchase program at a total cost of \$7.3 million.

During the year ended December 31, 2022, the Company repurchased 3,666,298 shares of its common stock under the repurchase program at a total cost of \$429.4 million. On a cumulative basis through December 31, 2022, the Company repurchased 88.4 million shares of its common stock (including 33.0 million prior to the two-for-one stock split effected in October 2005) under the share repurchase program at a total cost of \$1.9 billion.

During the year ended December 31, 2022, the Company redeemed 36,120 shares of common stock at a total cost of approximately \$5.4 million from employees to satisfy the option exercise price and statutory minimum tax-withholding requirements related to the exercising of stock options and vesting of performance vested restricted stock units and restricted stock grants. During 2021 and 2020, the Company redeemed 54,441 and 125,996 shares of common stock at a total cost of \$6.0 million and \$12.2 million, respectively, from employees to satisfy the option price and minimum tax-withholding requirements related to the exercising of options and vesting of performance vested restricted stock units and restricted stock grants. These redemptions were outside the share repurchase program.

## 17. Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss is as follows:

(in thousands)	December 31,		
	2022	2021	2020
Foreign currency translation adjustments	\$ (5,211)	\$ (4,574)	\$ (4,646)
Total accumulated other comprehensive loss	\$ (5,211)	\$ (4,574)	\$ (4,646)

The following represents the changes in accumulated other comprehensive loss, net of tax by component:

(in thousands)	Year Ended December 31, 2022		Year Ended December 31, 2021	
	Foreign Currency Items	Total	Foreign Currency Items	Total
Beginning Balance	\$ (4,574)	\$ (4,574)	\$ (4,646)	\$ (4,646)
Other comprehensive (loss) income before reclassification	(637)	(637)	72	72
Ending Balance	\$ (5,211)	\$ (5,211)	\$ (4,574)	\$ (4,574)

There were no amounts reclassified from accumulated other comprehensive loss during the year ended December 31, 2021 or December 31, 2022.

## 18. Earnings Per Share

The Company's shares of restricted stock contain rights to receive nonforfeitable dividends and thus are participating securities requiring the computation of basic earnings per share ("EPS") using the two-class method. As the shares of restricted stock are both potential shares of common stock and participating securities, the Company calculates diluted earnings per share by the more dilutive of the treasury stock method or the two-class method. The calculation of EPS for net income available to common shareholders excludes the distribution of dividends and undistributed earnings attributable to participating securities from the numerator. The diluted earnings weighted average shares of common stock outstanding includes stock options, PVRsUs and RSUs.

The computation of basic and diluted earnings per common share is as follows:

(in thousands, except per share amounts)	Year Ended December 31,		
	2022	2021	2020
<b>Numerator:</b>			
Net income	\$ 332,152	\$ 288,957	\$ 75,387
Income allocated to participating securities	(1,881)	(1,125)	(423)
Net income available to common shareholders	\$ 330,271	\$ 287,832	\$ 74,964
<b>Denominator:</b>			
Weighted average common shares outstanding - basic	54,595	55,379	55,175
<b>Basic earnings per share</b>	\$ 6.05	\$ 5.20	\$ 1.36
<b>Numerator:</b>			
Net income	\$ 332,152	\$ 288,957	\$ 75,387
Income allocated to participating securities	(1,881)	(1,125)	(423)
Net income available to common shareholders	\$ 330,271	\$ 287,832	\$ 74,964
<b>Denominator:</b>			
Weighted average common shares outstanding - basic	54,595	55,379	55,175
Diluted effect of stock options and PVRsUs	526	504	354
Weighted average common shares outstanding - diluted	55,121	55,883	55,529
<b>Diluted earnings per share</b>	\$ 5.99	\$ 5.15	\$ 1.35

The following securities have been excluded from the calculation of diluted weighted average common shares outstanding as the inclusion of these securities would have an anti-dilutive effect:

(in thousands)	Year Ended December 31,		
	2022	2021	2020
Stock Options	153	—	155
PVRSUs	—	155	231

## 19. Leases

### Lessee

The Company has operating leases primarily for office space, buildings, and equipment. Our leases, excluding the assumed ground lease discussed below, have remaining lease terms of one month to ten years, some of which may include options to extend leases for up to five years and some which may include options to terminate the leases within one year.

Additionally, as part of the Radisson Transaction, the Company assumed a ground lease on an owned hotel with a remaining 89 year term. Inclusive of other assumed operating leases, the Radisson transaction resulted in a lease liability and right-of-use asset at acquisition of \$40.7 million and \$40.3 million, respectively (refer to Note 24).

The Company's lease costs were as follows:

(in thousands)	Year Ended December 31,	
	2022	2021
Operating lease cost	\$ 12,073	\$ 9,499
Short-term lease cost	40	325
Sublease income	(559)	(134)
Total lease cost	\$ 11,554	\$ 9,690

Leases recorded on the consolidated balance sheet consist of the following:

(in thousands)	December 31,	
	2022	2021
<b>Assets:</b>		
Operating lease right-of-use assets	\$ 68,985	\$ 34,183
<b>Liabilities:</b>		
Current operating lease liabilities	\$ 10,663	\$ 11,998
Long-term operating lease liabilities	70,994	35,492
Total lease liabilities	\$ 81,657	\$ 47,490

On October 4, 2021, an office lease for an approximate 10-year term with an unrelated third party commenced. The Company accounted for this lease as an operating lease and established a lease liability and right-of-use asset of approximately \$34.6 million and \$25.3 million, respectively, during the fourth quarter of 2021.

Other information related to the Company's lease arrangements is as follows:

(in thousands)	Year Ended December 31,	
	2022	2021
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>		
Operating cash flows from operating leases	\$ 14,145	\$ 11,528
<b>ROU assets obtained in exchange for lease liabilities in non-cash transactions:</b>		
Operating lease assets obtained in exchange for operating lease liabilities	\$ 44,481	\$ 25,852
Weighted-average remaining lease term	41.02 years	7.66 years
Weighted-average discount rate <sup>(1)</sup>	4.77 %	2.79 %

<sup>(1)</sup> Discount rates used for existing operating leases upon adoption of Topic 842 were established based on remaining lease term as of January 1, 2019.

Maturities of lease liabilities as of December 31, 2022 are as follows:

<b>(in thousands)</b>		
2023	<b>\$</b>	<b>12,856</b>
2024		<b>6,517</b>
2025		<b>6,289</b>
2026		<b>6,205</b>
2027		<b>6,554</b>
Thereafter		<b>284,249</b>
Total minimum lease payments	<b>\$</b>	<b>322,670</b>
Less imputed interest		<b>241,013</b>
Present value of minimum lease payments	<b>\$</b>	<b>81,657</b>

In the fourth quarter of 2021, the Company entered into one office lease agreement with an unrelated third-party that we expect to account for as an operating lease. This lease is not reflected in our consolidated balance sheets or in the table above as the lease has not commenced. The lease has an approximate 11-year term and expected to commence in the fourth quarter of 2023.

#### *Related Party*

The Company and family members of the Company's largest shareholder entered into an agreement that allows those family members to lease the Company aircraft from time to time for their personal use. The agreement provides for lease payments that contribute towards the fixed costs associated with the aircraft as well as reimbursement of the Company's variable costs associated with operation of the aircraft, in compliance with, and to the extent authorized by, applicable regulatory requirements. The terms of the lease agreements are consistent with the terms of lease agreements that the Company has entered into with unrelated third parties for use of the aircraft. During the years ended December 31, 2022 and 2021, the Company received \$48 thousand and \$0.2 million, respectively, pursuant to this arrangement.

#### **20. Reportable Segments**

The Hotel Franchising & Management reportable segment includes the Company's hotel franchising operations consisting of its 22 brands and brand extensions and hotel management operations of 13 Radisson Hotels Americas hotels (inclusive of 3 owned hotels). The 22 brands and brand extensions and hotel management operations are aggregated within this reportable segment considering their similar economic characteristics, types of customers, distribution channels and regulatory business environments. Revenues from the hotel franchising and management business include royalty fees, initial franchise and relicensing fees, cost reimbursement revenues, procurement services revenue, base and incentive management fees, and other hotel franchising and management related revenue. The Company provides certain services under its hotel franchise and management agreements which result in direct and indirect cost reimbursements. The cost reimbursement revenues received from franchisees are included in hotel franchising and management revenues and are offset by the related expenses to calculate hotel franchising operating income. Equity in earnings or losses from hotel franchising related investments in affiliates is allocated to the Company's Hotel Franchising & Management reportable segment.

The Company evaluates its Hotel Franchising & Management reportable segment based primarily on the results of the segment without allocating corporate expenses, indirect general and administrative expenses, interest expense, interest income, other gains and losses or income taxes, which are included in the Corporate & Other column. Corporate & Other revenues include owned hotel revenues and revenues related to the Company's SaaS technology solutions division which provide cloud-based property management software to non-franchised hoteliers.

The intersegment revenue adjustment is from the elimination of Hotel Franchising & Management revenue which include royalty, management and cost reimbursable fees charged to our owned hotels against franchise and management fee expense recognized by our owned hotels in Corporate & Other operating income (loss).

Our President and Chief Executive Officer, who is our CODM, does not use assets by operating segment when assessing performance or making operating segment resource allocation decisions and therefore assets by segment are not disclosed below.

The following tables present the financial information for the Company's segments:

For the Year Ended December 31, 2022				
(in thousands)	Hotel Franchising & Management	Corporate & Other	Intersegment Eliminations	Consolidated
Revenues	\$ 1,298,521	\$ 108,879	\$ (5,451)	\$ 1,401,949
Operating income (loss)	552,905	(74,304)	—	478,601
Depreciation and amortization	12,935	17,490	—	30,425
Income (loss) before income taxes	554,637	(117,831)	—	436,806

For the Year Ended December 31, 2021				
(in thousands)	Hotel Franchising & Management	Corporate & Other	Intersegment Eliminations	Consolidated
Revenues	\$ 1,026,409	\$ 45,740	\$ (2,851)	\$ 1,069,298
Operating income (loss)	485,199	(56,266)	—	428,933
Depreciation and amortization	8,050	16,723	—	24,773
Income (loss) before income taxes	468,894	(92,402)	—	376,492

For the Year Ended December 31, 2020				
(in thousands)	Hotel Franchising & Management	Corporate & Other	Intersegment Eliminations	Consolidated
Revenues	\$ 747,329	\$ 28,257	\$ (1,514)	\$ 774,072
Operating income (loss)	191,301	(69,634)	—	121,667
Depreciation and amortization	8,000	17,831	—	25,831
Income (loss) before income taxes	176,012	(123,006)	—	53,006

The results of the Company's international operations are included in the Hotel Franchising & Management reportable segment and Corporate & Other. Revenues generated by foreign operations, including royalty, cost reimbursable fees and other revenues for the years ended December 31, 2022, 2021 and 2020 were \$70.2 million, \$46.8 million, and \$42.6 million, respectively.

## 21. Related Party Transactions

### *Transactions with Company's Largest Shareholder*

Effective October 15, 1997, Choice Hotels International, Inc., which included both a franchising business and owned hotel business, separated the businesses via a spin-off into two companies: Sunburst Hospitality Corporation (referred to hereafter as "Sunburst") and the Company. Subsequent to the spin-off, the Company's largest shareholder retained significant ownership percentages in both Sunburst and the Company. As part of the spin-off, Sunburst and the Company entered into a strategic alliance agreement (as amended, the "Strategic Alliance Agreement"). Among other things, the Strategic Alliance Agreement provided for revised royalty and system fees and the determination of liquidated damages related to the termination of Choice branded Sunburst properties. The liquidated damage provisions extend through the life of the existing Sunburst franchise agreements.

On June 5, 2019, the Strategic Alliance Agreement was terminated and replaced with addenda to each of the five hotels under franchise at that time. The addenda preserve certain terms from the Strategic Alliance Agreement with respect to the five hotels, including the revised royalty and system fee and liquidated damage provisions, which would also apply to new franchise agreements signed for the five hotels (as either a renewal or a change to another Choice brand not contemplated at the time of original agreement execution). No terms were substantially modified with respect to the five operating hotels under franchise. In June 2019, the Company and Sunburst entered into master development agreements which provide Sunburst geographic exclusivity in two specified regions for development of five WoodSpring branded hotels. For the years ended December 31, 2022 and 2021, there were four and zero new franchise agreements signed between the Company and Sunburst and affiliates, respectively. As of December 31, 2022, Sunburst and affiliates operate five hotels under franchise with the Company.

Total franchise fees, including royalty and marketing and reservation system fees, paid by Sunburst and affiliates to the Company included in the accompanying consolidated financial statements were \$0.8 million, \$0.4 million, and \$0.5 million for the years ended December 31, 2022, 2021 and 2020, respectively. As of both December 31, 2022 and 2021, accounts receivable due from Sunburst and affiliates were \$0.1 million.

## 22. Transactions with Unconsolidated Affiliates

The Company extends loans to various unconsolidated affiliates or members of our unconsolidated affiliates. The Company has a total principal balance on these loans of \$65.2 million and \$90.7 million as of December 31, 2022 and December 31, 2021, respectively. These loans mature at various dates and bear interest at fixed and variable rates.

The Company signed a management fee arrangement for marketing services with a partner in an unconsolidated affiliate. For the years ended December 31, 2022, 2021 and 2020, fees earned and payroll costs reimbursed under this arrangement totaled \$2.4 million, \$1.4 million and \$1.3 million, respectively.

The Company entered into franchise agreements with certain of the unconsolidated affiliates listed within Note 8. Pursuant to these franchise agreements, the Company recorded royalty and marketing and reservation system fees of approximately \$27.2 million, \$20.2 million, and \$13.9 million for the years ended December 31, 2022, 2021 and 2020, respectively. The Company recorded \$3.9 million and \$2.7 million as a receivable due from these unconsolidated affiliates as of December 31, 2022 and 2021, respectively.

## 23. Commitments and Contingencies

The Company is not a party to any litigation other than litigation in the ordinary course of business. The Company's management and legal counsel do not expect that the ultimate outcome of any of its currently ongoing legal proceedings, individually or collectively, will have a material adverse effect on the Company's financial position, results of operations or cash flows.

### *Contingencies*

The Company entered into various limited payment guaranties with regards to the Company's VIEs supporting the VIE's efforts to develop and own hotels franchised under the Company's brands. Under these limited payment guaranties, the Company has agreed to guarantee a portion of the outstanding debt until certain conditions are met such as (a) the loan matures, (b) certain debt covenants are achieved, (c) the maximum amount guaranteed by the Company is paid in full, or (d) the Company, through its affiliates, ceases to be a member of the VIE. The maximum exposure of principal incidental to these limited payment guaranties is \$5.7 million, plus unpaid expenses and accrued unpaid interest. As of December 31, 2022 and December 31, 2021, the Company believed the likelihood of having to perform under the aforementioned limited payment guaranties was remote. In the event of performance, the Company has recourse for one of the transactions in the form of a membership interest pledge as collateral for the guaranty.

### *Commitments*

The Company has the following commitments outstanding at December 31, 2022:

- The Company provides financing in the form of franchise agreement acquisition payments to franchisees for property improvements, hotel development efforts and other purposes. These payments are typically made at commencement of construction or hotel opening, in accordance with agreed upon provisions in individual franchise agreements. At December 31, 2022, the Company had commitments to extend an additional \$330.4 million for these purposes provided the conditions of the payment are met by its franchisees.
- As part of the acquisition of Radisson Hotels Americas, the Company entered into a long-term management arrangement, with an expiration date of July 31, 2031, to manage eight hotel properties owned by a third-party. In conjunction with the management arrangement, the Company entered into a guarantee with the third-party to fund any shortfalls in the payment of the third-party owner's priority stipulated in the management agreement up to a specified maximum amount. On November 1, 2021, an amended and restated management agreement was executed between the Company and the third party. The maximum guarantee under the agreement is \$22 million. There are no potential guaranteed payments until January 2023 and future performance is expected to be sufficient to cover the terms of the agreement. Accordingly, no liability was recorded as of the acquisition date of Radisson Hotels Americas or December 31, 2022 in accrued liabilities within the consolidated balance sheets.
- To the extent existing unconsolidated affiliates proceed to the hotel construction phase, the Company is committed to make capital contributions totaling \$14.1 million to support their efforts to construct Cambria hotels.
- The Company committed to provide financing in the form of loans or credit facilities to franchisees for Choice brand development efforts. As of December 31, 2022, the Company has remaining commitments of approximately \$1.8 million, upon certain conditions being met.

- The Company's legacy Choice franchise agreements require the payment of franchise fees, which include marketing and reservation system fees. In accordance with terms of our legacy Choice franchise agreements, the Company is obligated to use the marketing and reservation system revenues it collects from the current franchisees comprising its various hotel brands to provide marketing and reservation services appropriate to support the operation of the overall system. The legacy Radisson Hotels Americas franchise agreements have similar provisions regarding marketing fees to be used for marketing activities. To the extent revenues collected exceed expenditures incurred, the Company has a commitment to the franchisee system to make expenditures in future years. Conversely, to the extent expenditures incurred exceed revenues collected, the Company has the contractual enforceable right to assess and collect such amounts.

In the ordinary course of business, the Company enters into numerous agreements that contain standard indemnities whereby the Company indemnifies another party for breaches of representations and warranties. Such indemnifications are granted under various agreements, including those governing (i) purchases or sales of assets or businesses, (ii) leases of real estate, (iii) licensing of trademarks, (iv) access to credit facilities, (v) issuances of debt or equity securities, and (vi) certain operating agreements. The indemnifications issued are for the benefit of the (i) buyers in sale agreements and sellers in purchase agreements, (ii) landlords in lease contracts, (iii) franchisees in licensing agreements, (iv) financial institutions in credit facility arrangements, (v) underwriters in debt or equity security issuances and (vi) parties under certain operating agreements. In addition, these parties are also generally indemnified against any third-party claim resulting from the transaction that is contemplated in the underlying agreement. While some of these indemnities extend only for the duration of the underlying agreement, many survive the expiration of the term of the agreement or extend into perpetuity (unless subject to a legal statute of limitations). There are no specific limitations on the maximum potential amount of future payments that the Company could be required to make under these indemnities, nor is the Company able to develop an estimate of the maximum potential amount of future payments to be made under these indemnifications as the triggering events are not subject to predictability. With respect to certain of the aforementioned indemnities, such as indemnifications of landlords against third-party claims for the use of real estate property leased by the Company, the Company maintains insurance coverage that mitigates potential liability.

## **24. Acquisitions**

### ***2021 & 2022 Asset Acquisitions***

In September 2021 and April 2022, the Company reached settlements with independent borrowers holding senior and mezzanine loans classified as collateral-dependent, collateralized by operating hotels. The key terms of the settlements resulted in a deed in lieu of foreclosure on each operating hotel in exchange for releasing obligations pursuant to the senior and mezzanine loans and the associated franchise agreements, as exchanged on October 1, 2021 and April 14, 2022, respectively.

As collateral-dependent financial assets, the expected credit losses as captured in Notes receivable, net of allowance for credit losses, on the consolidated balance sheets immediately prior to exchange were determined based on the fair value of the operating hotels. The acquisition accounting was also based on the fair value of the operating hotels. The fair values were estimated using an income approach valuation method based on discounted cash flows of the collateralized operating hotel utilizing historical operating performance, industry projections for the market, and comparable sales capitalization rates.

The acquisition dates for these hotels were October 1, 2021 and April 14, 2022 and had fair values at time of acquisition of \$21.1 million and \$20.4 million, respectively. In accordance with the provisions of ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business* ("ASU 2017-01"), each purchase represented an asset acquisition based on the concentration of value in the acquired land and building. The Notes receivable, net of allowance for credit losses, balances were re-characterized and attributed to each asset class based on a relative fair value allocation to qualifying assets. The relative fair values for each asset class were estimated using a combination of income and market approach valuations methods. For the October 1, 2021 acquisition, the \$21.1 million balance was re-characterized as \$4.8 million to land, \$14.2 million to building and improvements, \$1.8 million to furniture, fixtures, and equipment, and \$0.3 million to net assets assumed. For the April 14, 2022 acquisition, the \$20.4 million balance was re-characterized as \$3.3 million to land, \$16.6 million to building and improvements, \$1.3 million to furniture, fixtures, and equipment, and \$(0.8) million to net liabilities assumed.

### ***August 2022 Radisson Hotels Americas Acquisition***

On August 11, 2022, the Company completed the acquisition of Radisson Hotels Americas. The accounting purchase price for the Transaction was \$673.9 million, which includes the base purchase price of \$675.2 million, adjusted for Disclosed Leakage (as defined in the Share Sale and Purchase Agreement) and certain other prepaid expenses. To fund the Transaction, Choice drew \$175.0 million on the Company's existing \$600.0 million unsecured credit facility (the "Revolver"), and funded the remainder with cash on hand.

Additionally, in connection with the acquisition, we recorded \$39.6 million of transaction, transition, and severance expense, included within Selling, general and administrative, during the year ended December 31, 2022, respectively.

*Preliminary Fair Values of Assets Acquired and Liabilities Assumed*

The Company allocated the purchase price based upon a preliminary assessment of the fair value of the assets acquired and liabilities assumed as of August 11, 2022. These preliminary fair values are based on management's estimates and assumptions, using the best information available at the time of this filing. During the fourth quarter of 2022, the Company recorded net measurement period adjustments that decreased goodwill by \$9.1 million, as presented in the table below. The Company made these measurement period adjustments to reflect facts and circumstances that existed as of the acquisition date and did not result from intervening events subsequent to such date. The measurement period adjustments resulted in no impact to our consolidated statements of income.

The final valuation and related allocation of the purchase price will be completed no later than 12 months after the closing date. The final acquisition accounting adjustments may be materially different and may include (1) changes in fair value of property and equipment and associated salvage values, (2) changes in allocations to intangible assets, such trade names, acquired franchise and management agreements, above and below market leases, as well as goodwill; and (3) other changes to assets and liabilities, such as working capital.



The preliminary allocation of the purchase price including measurement period adjustments, as presented in our Consolidated Balance Sheet:

<b>Assets acquired</b>	<b>August 11, 2022</b>	<b>Measurement Period Adjustments</b>	<b>August 11, 2022 (as adjusted)</b>
Cash and cash equivalents	\$ 113,023	\$ —	\$ 113,023
Restricted cash	10,403	—	10,403
Accounts receivable	32,972	8,752	41,724
Notes receivables - current	1,709	—	1,709
Prepaid expenses and other current assets	8,139	—	8,139
Property and equipment	125,441	—	125,441
Operating lease right-of-use assets	42,315	(2,016)	40,299
Intangible assets	447,400	(300)	447,100
Notes receivable - noncurrent	2,592	—	2,592
Investment in affiliates	471	—	471
Other assets	2,129	—	2,129
<b>Total assets acquired</b>	<b>\$ 786,594</b>	<b>\$ 6,436</b>	<b>\$ 793,030</b>
<b>Liabilities assumed</b>			
Accounts payable	8,295	(1,566)	6,729
Accrued expenses and other current liabilities	15,987	425	16,412
Deferred revenue - current <sup>(1)</sup>	5,745	1,566	7,311
Liability for guest loyalty program - current <sup>(1)</sup>	3,542	3,792	7,334
Long-term debt	55,975	—	55,975
Long-term deferred revenue <sup>(1)</sup>	26,499	(3,915)	22,584
Deferred compensation and retirement plan obligations	9,265	—	9,265
Operating lease liabilities	42,705	(2,016)	40,689
Liability for guest loyalty program - noncurrent <sup>(1)</sup>	10,180	(1,443)	8,737
Other liabilities	3,052	543	3,595
<b>Total liabilities assumed</b>	<b>\$ 181,245</b>	<b>\$ (2,614)</b>	<b>\$ 178,631</b>
<b>Fair value of net assets acquired</b>	<b>\$ 605,349</b>	<b>\$ 9,050</b>	<b>\$ 614,399</b>
Goodwill	68,507	(9,050)	59,457
<b>Total purchase consideration</b>	<b>\$ 673,856</b>	<b>\$ —</b>	<b>\$ 673,856</b>

<sup>(1)</sup> The Deferred revenue (including deferred affiliation fees) and Liability for guest loyalty program balances were assumed at their carrying value at the date of the acquisition pursuant to the application of ASU 2021-08 (see Note 1).

#### Property and Equipment

The following table presents the preliminary estimates of fair value of the acquired property and equipment, which is primarily concentrated at three acquired hotel properties, and their estimated weighted average remaining useful lives.

	<b>Estimated Useful Life (in years)</b>	<b>Estimated Fair Value (in thousands)</b>
Land	N/A	\$ 7,159
Construction in progress	N/A	3,190
Building and leasehold improvements	24.4	93,934
Site improvements	23.1	586
Furniture, fixtures and equipment	3.9	8,334
Computer equipment and software	2.0	12,238
<b>Total</b>		<b>\$ 125,441</b>

We provisionally estimated the value of the property and equipment through a combination of income, cost and market approaches, which are primarily based on significant Level 2 and Level 3 assumptions, such as estimates of future income growth, discount rates, capitalization rates and capital expenditure needs of the hotels. We are continuing to assess the marketplace assumptions and property conditions, which could result in changes to these provisional values.

### Identified Intangible Assets

The following table presents our preliminary estimates of the fair value of the acquired identified intangible assets and their estimated useful lives:

	Estimated Useful Life (in years)	Estimated Fair Value (in thousands)
Trade names	N/A	\$ 223,700
Franchise agreements	15.5	220,100
Management agreements	15.5	3,300
Total		\$ 447,100

The fair value of the trade names was provisionally estimated using the relief-from-royalty method. This method applies an estimated royalty rate to forecasted future cash flows, discounted to present value. The fair value of the franchise and management agreements was preliminarily estimated using a multi-period excess earnings method, a variation of the income approach. This method uses the present value of incremental after-tax cash flows attributable to the intangible asset to estimate fair value. These valuation methodologies utilize Level 3 assumptions, and we are continuing to assess the assumptions used in estimating these values as well as the respective useful lives, which could result in changes to these provisional values.

### Debt Assumed

As part of the Transaction, we assumed a mortgage related to an acquired hotel property. The mortgage had an associated interest rate cap agreement with an effective date of July 30, 2021 through August 6, 2024. Subsequent to the acquisition closing date, the mortgage, inclusive of outstanding interest and fees, was repaid in full in the amount of \$56.0 million using cash we acquired. Additionally, the interest rate cap agreement was terminated, which resulted in a payment to Choice in the amount of \$1.9 million. Related to the mortgage, we acquired \$10.4 million in restricted cash, for which restrictions were lifted upon repayment.

### Operating Leases

The Company measured operating lease liabilities assumed at the present value of remaining payments as of the acquisition date, discounted using Choice's applicable incremental borrowing rate, in accordance with *Leases (Topic 842)*. The corresponding right-of-use assets acquired were measured at the value of the lease liabilities, further adjusted for favorable or unfavorable lease terms as compared to market terms. We are continuing to assess market assumptions, which could change our preliminary estimate.

### Income Taxes

Pursuant to the terms of the Transaction, the parties agree to jointly make a valid, timely election under Section 338(h)(10) of the U.S. Internal Revenue Code and under any similar provisions of state or local law with respect to the purchase of the shares of Radisson Hotels Americas. Under this election, the parties agreed to treat the Transaction for federal income tax purposes as if it had been structured as an asset sale and purchase. As a result of this election, the tax basis of the assets acquired and liabilities assumed by Choice were reset to fair value at the time of the acquisition, which results in the elimination of previously established deferred income tax balances and the establishment of new balances that reflect the new tax basis, including tax deductible goodwill. Because the accounting for the Transaction is ongoing, the resulting deferred tax balances are still being finalized.

### Pro Forma Results of Operations

The following unaudited pro forma information presents the combined results of operations of Choice and Radisson Hotels Americas as if we had completed the Transaction on January 1, 2021, but using our preliminary fair values of assets acquired and liabilities assumed as of the acquisition date. The unaudited pro forma information reflects adjustments relating to (i) the allocation of purchase price and related adjustments, including incremental depreciation and amortization expense based on the preliminary fair values of the property and equipment assets and intangible assets acquired; (ii) the incremental impact of the Revolver draw on interest expense and amortization of financing costs; (iii) nonrecurring transaction costs; and (iv) income tax impact of the aforementioned pro forma adjustments.

As required by GAAP, these unaudited pro forma results do not reflect any cost saving synergies from operating efficiencies. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the transaction had occurred at the beginning of the period presented, nor are they indicative of future results of operations.

(in thousands)	Year Ended December 31,	
	2022	2021
Revenues	\$ 1,551,775	\$ 1,263,988
Net income	368,449	207,023

#### *Radisson Hotels Americas Results of Operations*

The results of Radisson Hotels Americas have been consolidated with the Company since August 11, 2022 and are included in the Company's Consolidated Statement of Income for the year ended December 31, 2022. The following table presents these results of the 142 days from the closing date through December 31, 2022.

(in thousands)	August 11, 2022- December 31, 2022
Revenues	\$ 104,201
Net income	1,249

#### *Goodwill*

The \$59.5 million excess value recorded in goodwill is primarily attributable to value we expect to realize from the existing customer base, improvements in RevPAR, cost synergies and new agreements signed with new franchisees and developers. Goodwill for the Transaction is fully attributable to the Hotel Franchising & Management reportable segment and is fully deductible for tax purposes. Refer to Note 6 for reconciliation of the Company's goodwill balance.

## **25. Subsequent Events**

On February 14, 2023, the Company entered into a Third Amendment to the Amended and Restated Senior Unsecured Credit Agreement. The Amendment provides, among other things, for (i) an increase in the aggregate amount of commitments under the Revolver by \$250 million (the "Increased Commitments") to an aggregate amount of \$850 million and (ii) the replacement of the interest reference rate for U.S. dollar-denominated borrowings under the Revolver from LIBOR to an adjusted Secured Overnight Financing Rate. The pricing and other terms applicable to the Increased Commitments are the same as those applicable to the existing revolving loan commitments that were in effect prior to the Amendment. Except as amended by the Amendment, the remaining terms of the unsecured credit facility remain in full force and effect.

### **ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

### **Item 9A. Controls and Procedures**

#### ***Management's Evaluation of Disclosure Controls and Procedures***

The Company has a disclosure review committee whose membership includes the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), among others. The disclosure review committee's procedures are considered by the CEO and CFO in performing their evaluations of the Company's disclosure controls and procedures and in assessing the accuracy and completeness of the Company's disclosures.

Our management, with the participation of our CEO and CFO have evaluated the effectiveness of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, (the "Exchange Act"), as of the end of the period covered by this annual report as required by Rules 13a-15(b) or 15d-15(b) under the Exchange Act. Our management, including our CEO and CFO, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met.

An evaluation was performed under the supervision and with the participation of the Company's CEO and CFO, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on that evaluation, the

Company's management, including the CEO and CFO, concluded that the Company's disclosure controls and procedures were effective as of December 31, 2022.

***Changes in Internal Control Over Financial Reporting***

There have been no changes in the Company's internal control over financial reporting that occurred during the fourth quarter of 2022 that materially affected, or is reasonably likely to materially affect the Company's internal control over financial reporting.

**Management's Report on Internal Control Over Financial Reporting**

The management of Choice Hotels International, Inc. and its subsidiaries (together "the Company") is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2022. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework (2013)*. Based on management's assessment under those criteria, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2022.

On August 11, 2022, we completed our acquisition of Radisson Hotels Americas. We are in the process of evaluating the existing controls and procedures of Radisson Hotels Americas and integrating Radisson Hotels Americas into our internal control over financial reporting. In accordance with SEC Staff guidance permitting a company to exclude an acquired business from management's assessment of the effectiveness of internal control over financial reporting for the year in which the acquisition is completed, we have excluded the business that we acquired in the Radisson Hotels Americas Transaction from our assessment of the effectiveness of internal control over financial reporting as of December 31, 2022. The business that we acquired in the Radisson Hotels Americas Transaction represented 34% of the Company's total assets as of December 31, 2022, and 7% of the Company's revenues and less than 1% of the Company's net income for the year ended December 31, 2022. The scope of management's assessment of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of December 31, 2022 includes all of the Company's consolidated operations except for those disclosure controls and procedures of Radisson Hotels Americas that are subsumed by internal control over financial reporting.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2022 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report which appears herein.

## **Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of Choice Hotels International, Inc.

### **Opinion on Internal Control Over Financial Reporting**

We have audited Choice Hotels International, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Choice Hotels International, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Radisson Hotels Americas, which is included in the 2022 consolidated financial statements of the Company and constituted 34% of total assets as of December 31, 2022 and 7% of revenues and less than 1% of net income, respectively, for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Radisson Hotels Americas.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2022 consolidated financial statements of the Company and our report dated March 1, 2023 expressed an unqualified opinion thereon.

### **Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### **Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP  
Tysons, Virginia  
March 1, 2023

**EXHIBIT D**

**CHOICE HOTELS INTERNATIONAL, INC.  
FRANCHISE AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made in Maryland, effective as of \_\_\_\_\_ (“Effective Date”), between **Choice Hotels International, Inc.**, a Delaware corporation (“we” or “us”), and «LIC\_BLOCK» (“you”).

We and you agree as follows:

**1. Definitions.** In addition to the terms that are defined in other parts of this Agreement, the following terms shall have the indicated meanings:

a. “Brand Mark” means the trademark and trade name «**Brand\_Name**»® and the logo designated by us for use in association with the Hotel (including designs, stylized letters, colors and other elements that we permit you to use at the Hotel and in advertising for the Hotel) and/or any other trademarks, trade names, trade dress, service marks or logos (whether registered or not), or any domain name, as we may require from time to time be used in connection with the Hotel.

b. “Choice Marks” means collectively all of our trademarks and trade names, including, but not limited to, the Brand Mark, the trademarks and trade names ASCEND HOTEL COLLECTION®, CAMBRIA®, CLARION HOTEL®, CLARION INN®, CLARION INN & SUITES®, CLARION SUITES®, CLARION RESORT®, CLARION COLLECTION®, CLARION POINTE®, COMFORT INN®, COMFORT INN & SUITES®, COMFORT SUITES®, COUNTRY INN & SUITES®, ECONO LODGE®, ECONO LODGE INN & SUITES®, EVERHOME SUITES®, MAINSTAY SUITES®, PARK INN®, PARK INN® RESIDENCES, PARK PLAZA®, QUALITY INN®, QUALITY INN & SUITES®, QUALITY SUITES®, QUALITY HOTEL®, RADISSON®, RADISSON BLU®, RADISSON INDIVIDUALS®, RADISSON INN & SUITES™, RADISSON RED®, RODEWAY INN®, RODEWAY INN & SUITES®, SLEEP INN®, SLEEP INN & SUITES®, SUBURBAN®, SUBURBAN STUDIOS®, WOODSPRING SUITES®, CHOICE HOTELS®, and the names of our Property Management System and Reservation System, together with all related logos, trade dress, and any other additional or substituted trademarks, trade names, service marks or logos (whether registered or not) currently owned, licensed or used by us or that we later adopt, purchase or develop.

c. “Construction Start” means the date that bona fide pouring of footings for the Hotel begins at the Location in the case of a hotel to be constructed or the date that renovations begin in the case of an existing hotel that is to be Substantially Renovated. “Substantially Renovated” means as defined below.

d. “Designated Representative” means the person designated by you to represent you on all matters relating to this Agreement and to receive notices under this Agreement on your behalf. Unless you change the Designated Representative in accordance with Section 15 of this Agreement, your Designated Representative is «**LR1\_NAME\_FULL**» whose address is «**LR1\_ADDRESS1**» «**LR1\_ADDRESS2**» «**LR1\_ADDRESS3**», «**LR1\_CITY**», «**LR1\_STATE**» «**LR1\_POSTAL**» and «**LR2\_NAME\_FULL**» whose address is «**LR2\_ADDRESS1**» «**LR2\_ADDRESS2**» «**LR2\_ADDRESS3**», «**LR2\_CITY**», «**LR2\_STATE**» «**LR2\_POSTAL**» .

e. “Gross Room Revenues” means all revenues from the rental, sale, in-kind exchange, use or occupancy of any of the Rentable Rooms (with no reduction for chargebacks, credit card service charges, group booking rebates, or bad debts), for whatever purpose, including cash and credit transactions, whether or not collected by you. Gross room revenues includes revenue derived from the redemption of points or rewards under any loyalty program, amounts attributable to breakfast (where the guest room rate includes breakfast), guaranteed no show revenue, early departure fees, late checkout fees, day use revenue, attrition or cancellation fees collected from unfulfilled reservations for Sleeping Rooms, proceeds from any

business interruption insurance, as required by Section 12 of this Agreement, and other revenues allocable to rooms revenue under the then-current Uniform System of Accounting for the Lodging Industry or such accounting methods specified by us in the Rules and Regulations. Gross Room Revenues also includes the full market value of any Rentable Room (based on the average daily rate for a comparable room on the applicable night) that is provided at a substantial discount compared to the lowest bookable rate on the applicable night in exchange for other items, goods, services, or other consideration. It does not include sales tax, hotel occupancy tax, or any other taxes or fees that you are legally required to collect on behalf of any state or local government agency. It also does not include revenues from telephone calls, movie rentals, vending machines, room service or food and beverages sales.

f. “Hotel” means the property located at «PROP\_ADDR1», «PROP\_ADDR2» «PROP\_CITY», «PROP\_ST» «PROP\_ZIP» (“Location”) and includes the building, land and all improvements, structures, fixtures, amenities, equipment, furniture and related rights, privileges and properties at such Location.

g. “Hotel Supplies” means all furniture, fixtures, equipment (including, without limitation, computers, printers, telephones and facsimile machines), signs, amenities and other supplies used in the construction, renovation, maintenance and operation of the Hotel.

h. “Meeting Rooms” means the total number of meeting, conference and/or banquet or similar rooms generally available for rent in the Hotel, subject to change only in accordance with Section 8, below.

i. “Opening Date” means the date that you begin to rent any portion of the Rentable Rooms under this Agreement.

j. “Other Choice Brand Hotels” means hotels other than the Hotel that are authorized by us to use the Choice Marks, our System and our Intellectual Property (as defined in Section 7).

k. “Property Management System” means the then-current version of the automated system that we will license to you on a non-exclusive basis to assist you to operate and manage the Hotel and to capture all data and record all transactions entered into by you and the Hotel in connection with the operation of the Hotel, including all transactions relating to the Rentable Rooms.

l. “Rentable Rooms” means the Sleeping Rooms and the Meeting Rooms, collectively.

m. “Reservation System” means the then-current methods and automated systems that we use (including our call centers and any and all related telecommunications systems, e-commerce tools and techniques, websites or mobile applications, tablet reservation applications, interfaces with global distribution systems (including travel agencies), interfaces with other internet reservations sites (such as online travel agencies), call-forwarding or call-transfer programs and techniques or similar tools or methods used by us as modified from time to time) to take, hold, honor, and report advance reservations that are made in connection with the use of the Rentable Rooms at the Hotel and at the Other Choice Brand Hotels.

n. “Rules and Regulations” means our then-current brand rules and regulations, as updated and/or modified by us in our discretion from time to time (and any supplements) and brand guidelines (including any manuals or policies that we may make available), which may contain, among other things, our standards and requirements for constructing, equipping, furnishing, supplying, operating, maintaining and marketing the Hotel. The Rules and Regulations shall apply to all hotels operating under the Brand Mark.

o. “Sleeping Rooms” means the number «ROOM\_CNT», which is and shall be the total number of rentable sleeping rooms in the Hotel, subject to change only in accordance with Section 8, below.

p. “Substantially Renovated” means the existing building is to be re-constructed on the interior in all areas (public spaces, guestrooms, and bathrooms) down to the concrete or stud walls (or drywall, if in good condition), including replacement of all (or substantially all) floors and ceilings.



q. “System” means our then-current concepts and methods for providing hotel accommodations with a high standard of service, courtesy and cleanliness using the Choice Marks and any trade secrets and includes our Property Management System and Reservation System, our loyalty program, our business referral, gift card and credit card agreements, this Agreement, the Rules and Regulations, and those identifying brand characteristics as we may from time to time reasonably designate.

**2. Grant of License.** Subject to your compliance with all of your obligations under this Agreement, we grant to you a non-exclusive, limited, revocable license to use (without the right to sublicense) our System and the Brand Mark to operate the Hotel during the Term. You do not have the right to use any of the Choice Marks other than the Brand Mark in connection with the operation of the Hotel, except as expressly authorized by us in writing. We, for ourselves and our affiliates, retain all rights and discretion with respect to the Brand Mark and the System, including, but not limited to, those specified in Section 19(b).

**3. Term.** The term of this Agreement (“Term”) begins on the date both you and we sign this Agreement and ends on the date that is 20 years after the Opening Date. You have no right or option to renew this Agreement or extend the Term. If the Hotel is a hotel that is to be newly constructed (as we determine in our sole discretion), then both you and we shall have the right to terminate this Agreement, with or without cause, and as a matter of right, on the 10<sup>th</sup> and 15<sup>th</sup> anniversaries of the Opening Date. If the Hotel is not a hotel that is to be newly constructed, then both you and we shall have the right to terminate this Agreement, with or without cause, and as a matter of right, on the 5<sup>th</sup>, 10<sup>th</sup> and 15<sup>th</sup> anniversaries of the Opening Date. You or we may only exercise such termination right by giving prior written notice to the other party, provided, that you may not exercise your termination right under this Section 3 unless you have paid all fees and charges due under this Agreement (and all related agreements, including any promissory notes or other incentive agreements, and any agreements relating to the use of our System) at the time you give us notice and at the time of the proposed termination. The written notice required by this Section 3 shall be given at least 12 months prior to the date that the proposed termination as a matter of right would be effective. If you elect to terminate this Agreement in accordance with this Section 3, you must continue to remain current on all fees and charges under this Agreement through the date of such termination in order for your termination to be effective. Any termination in accordance with this Section 3 will not be subject to liquidated damages as described in Section 10(d)(2) as long as you are not in default of the Agreement at the time you exercise your option to terminate this Agreement.

#### **4. Fees and Reports.**

a. Affiliation Fee. By no later than the date you sign this Agreement, you will pay us an affiliation fee of «**AFFIL\_FEE**».00 (“Affiliation Fee”), which is non-refundable except as provided in this Section 4(a). The Affiliation Fee is fully earned upon our receipt, whether or not you open the Hotel. If we do not sign this Agreement for any reason, any monies that you have paid to us towards the Affiliation Fee, less \$5,000, will be refunded to you.

b. Monthly Fees. Beginning on the Opening Date, you will pay us for each month during the Term each of the following monthly fees (collectively, “Monthly Fees”):

1. Royalty Fee. A royalty fee of 6.0% of the preceding month’s Gross Room Revenues (“Royalty Fee”) in consideration for the license granted to you in Section 2;

2. System Fee. A system fee of 2.5% of the preceding month’s Gross Room Revenues for the ongoing development, maintenance and upgrading of the Property Management System and Reservation System, and for advertising, publicity, public relations, marketing, promotional programs, website maintenance, reservations and other similar services that we will provide to you under this Agreement and for our System as further described in Section 19(h) below, as we determine in our sole discretion (collectively, the “System Fee”). The System Fee shall not be used for the license or right to use any computer software or computer systems, including but not limited to, the Property Management System and Reservation System, or for the license or right to use the Brand Mark or any other Choice Intellectual Property. You acknowledge and agree that (i) we may increase the System Fee due to cost increases

attributable to inflation, increases in the costs of advertising, publicity, public relations or marketing, additional costs of implementing new or improved programs or systems, or increases in our cost of providing the Property Management or Reservation Systems or any of the other aspects of our System, so long as the increases apply to all or most of the U.S. hotels that are authorized to use the Brand Mark; (ii) we may assess additional fees and charges for various components of the System and other services (including promotional programs and use of proprietary software) as described in this Agreement and the Rules and Regulations; and (iii) we may advance monies for the purposes described herein in an amount reasonably necessary to ensure the provision of such services whether or not sufficient System Fees are then available and subsequently obtain reimbursement of such advances by utilizing future System Fees or through the fee increases described above, provided that such increases shall be limited to the amount needed to recover the previous monies advanced; and

3. Other Fees and Commissions. Such other fees and commissions described in the Rules and Regulations which are reasonably charged by us in connection with the rights and obligations granted under this Agreement.

c. Payments and Reports. Beginning on the Opening Date, within 3 days after the end of each calendar month during the Term, you will send us a statement on a form to be determined by us showing the Gross Room Revenues, occupancy and other related information that we request for the immediately preceding month or, in the alternative, at our election, we will gather the Gross Room Revenues, occupancy and other related information through any automated information reporting systems we establish. In the event we elect to have you send us a statement of the Gross Room Revenues, you will certify that your reports are true and accurate. If we elect to have you send us a statement of the Gross Room Revenues, and you do not send us the required reports on time, we will estimate your Gross Room Revenues for interim billing purposes, and you must pay us a late charge of 1.5% of your previous month's Monthly Fees. If we elect to gather the Gross Room Revenues through our automated reporting systems, and we are unable for whatever reason to obtain an accurate report of the Gross Room Revenues, we will estimate your Gross Room Revenues for interim billing purposes. Interim bills will be considered accurate until we receive any late monthly reports or acquire accurate information through our automated reporting systems, as appropriate. We will bill you for the Monthly Fees (and interest or other penalty, if any) due under this Agreement each month, and you will pay us those amounts by the 25<sup>th</sup> day of the same month. You agree that timely payment of the Monthly Fees and any other amounts and fees due to us is of the essence for the purposes of this Agreement. You also agree that we may apply payments that you make in any order we determine regardless of any contrary language you may indicate. You agree that you will participate in computerized or automated information reporting programs and make all payments via electronic fund transfer programs that we adopt for use by hotels that are authorized to use our System. If we adopt electronic fund transfers or centralized payment processing programs, you agree to make the necessary arrangements with your bank to participate in such programs and you agree to purchase computer hardware, computer software and related telephone or other network services reasonably required in order to properly participate in these programs. We also have the right to require you to pay all amounts due to us and/or our affiliates by electronic fund transfer, pre-authorized auto-draft arrangement ("EFT"), or such other method as we may specify from time to time.

d. Hotel Data. You will, in a manner and form satisfactory to us and utilizing accounting and reporting standards as reasonably required by us, prepare on a current basis (and preserve for no less than 7 years), complete and accurate records concerning Gross Room Revenues and all financial, operating, marketing and other aspects of the Hotel specified by us from time to time ("Hotel Data") and maintain an accounting system which fully and accurately reflects all financial aspects of the Hotel and its business. The Hotel Data includes but is not limited to all bank statements, federal tax returns, state tax returns, local occupancy tax returns, daily revenue reports, monthly and annual revenue summary reports, maid logs, guest registration folios, guest complaints, guest satisfaction survey results, any other operating reports or contracts regarding the occupancy of guest and meeting rooms, and complete annual financial statements (profit and loss statements, balance sheets and cash flow statements). The Hotel Data will be maintained at the Hotel, or, if you notify us in writing, at an alternate location suitable for inspection by us. All Hotel Data must be kept separate and apart from all other data. Nothing in the foregoing shall limit us from reviewing Hotel Data that is older than 7 years or from recovering amounts owed to us from any period of

time.

e. Financial Statements and Audit. If we request in writing, you will send us copies of the Hotel Data and financial statements certified by you as true and accurate (including a profit and loss statement, balance sheet, cash flow statement, or such other financial data or reports as we may request, in a form satisfactory to us) for the Hotel for the prior fiscal year (or other time period), and you will have the Gross Room Revenues or other monies due hereunder computed and certified as accurate by a certified public accountant. During the Term and for 7 years afterward, we and our authorized representatives will have the right to verify information required under this Agreement by requesting, receiving, inspecting, copying and auditing the Hotel Data and any and all records or documents related to the Hotel Data wherever they may be located. If any inspection or audit discloses a deficiency in any payments due hereunder, you must pay us all deficiencies plus interest at the rate indicated in Section 4(f), below. If the deficiency in any payment is willful or exceeds 5% of the correct amount, you will also immediately pay to us the entire cost of the inspection and audit, including travel, lodging, meals, salaries, professional fees and other expenses of the inspecting or auditing personnel.

f. Profit and Loss Statement. On or before the 5th day of each calendar month, you shall submit to us a profit and loss statement (in such form and detail as we may require, which may include submitting such data via a third party platform or vendor that we may designate) reflecting the computation of all amounts then due under Section 4 of this Agreement, provided that, if fees will become due under this Agreement more frequently than monthly, upon notice to you, we may require reports to be submitted more frequently. The statement shall include information for the preceding month as to Gross Room Revenue, other revenues, expenses, occupancy and room rates data, reservation data, and such other information as we may require. Any report required to be submitted hereunder not actually received by us on or before the date the related payment was due shall be deemed overdue unless postmarked at least 5 days prior to the date it was due.

g. Interest. You will pay us interest on all charges, costs, fees and amounts due under this Agreement but not paid on time at the rate of 1.5% per month, but not more than the maximum interest rate permitted by applicable law.

**5. Our Duties.** We will during the Term:

- a. Rules and Regulations. Make available to you an electronic copy of the Rules and Regulations;
- b. Quality Assurance. Administer quality assurance programs as described in the Rules and Regulations that may include periodic visits to the Hotel (by us or authorized third parties) and/or guest satisfaction surveys and guest reviews to evaluate your compliance with this Agreement and the Rules and Regulations and advise you of any defaults and on changes that you must make to the Hotel or its operations to comply with this Agreement or the Rules and Regulations;
- c. System Services. (i) Allow you to use the Property Management System and the Reservation System, (ii) provide marketing services, such as national, international and regional advertising, promotional programs, publicity, marketing research, and other related marketing activities, that we reasonably determine are appropriate for the promotion of the Hotel, our System and the Other Choice Brand Hotels; and (iii) periodically make available to the traveling public a directory or other listing of all hotels which are in good standing and that are authorized to use our System, which may be provided in an electronic format, including on the Internet, in our sole discretion. You acknowledge and agree that we may combine the services that we will provide to you in clauses (i), (ii) and (iii), above, with other hotels that are authorized to use the Brand Mark and/or our System, or other hotels that we or our affiliates operate in our sole, but reasonable, discretion. You also acknowledge and agree that we will not be obligated to permit or assist in making reservations for the Hotel for any dates following the scheduled date of expiration or termination of this Agreement, or during any period in which your rights are suspended under Section 10(c) of this Agreement; and
- d. Consultation. Make available to you, at our discretion, additional consultation and services to

assist you to construct, renovate, maintain, operate, and/or market the Hotel on the same basis as provided to other hotels that are authorized to use our System under the Brand Mark; we reserve the right to charge you reasonable fees that we may establish in advance or on a project-by-project basis for such consultation and services. Any guidance, recommendations, or advice provided to you during such consultation shall be deemed suggestions only, and the decision to follow any such guidance, recommendations, or advice will be made by you in your sole discretion.

**6. Your Duties.** You will during the Term:

a. Compliance with Rules and Regulations. Comply with the requirements of this Agreement and the Rules and Regulations, which you acknowledge we may modify and/or update in our sole discretion from time to time, and not disclose this Agreement or the Rules and Regulations (including any copies of the Rules and Regulations that are no longer the then-current version) to anyone except your authorized employees (or the employees of your management company, if authorized by us), or your attorneys, accountants, or lenders, or on an as-needed basis;

b. Good Repair; Safe and Secure. Construct, renovate, operate, furnish, maintain and advertise the Hotel according to this Agreement and the Rules and Regulations; undertake all repairs, cleaning, redecoration, repainting, and replacement of obsolete or outdated Hotel Supplies; take such other corrective action as is necessary to maintain the Hotel interior and exterior, including any parking areas and food and beverage facilities, in a clean, sound, and attractive condition and good repair at all times; and operate the Hotel in a safe and secure manner that optimizes public health and safety. You are solely responsible for determining and addressing all safety concerns relating to the condition of the Hotel and surrounding areas;

c. Ethical Standards; Performance. Establish and maintain a high ethical and moral standard in connection with your operation of the Hotel and not allow or sponsor any activity at the Hotel that could reasonably be determined to negatively impact the Brand Mark, the Choice Marks, our System, the Other Choice Brand Hotels or our business reputation; operate the Hotel in a professional manner that meets or exceeds the generally accepted standards of performance of leading hotel operators in the industry, including any and all communications and interactions with employees and agents of Choice; refrain from disparaging or encouraging others to disparage Choice or its officers, directors, or employees, or otherwise making derogatory comments or statements, orally or in writing, concerning Choice's or its officers', directors', or employees' character or business practices intending to harm Choice's or such individual's goodwill, reputation or standing;

d. Compliance with Laws; Limited Use. Comply with all local, state, and federal laws, rules, regulations and agency orders, and obtain all required permits and licenses, applicable to you, your employees, or the construction, renovation, operation, maintenance or promotion of the Hotel (including, but not limited to, all labor and employment laws), and not permit the Hotel to be used for any purpose or activity that is unlawful or that is not contemplated by this Agreement or the Rules and Regulations;

e. Training. Comply with our training requirements by ensuring that you and the Hotel's general manager(s) attend (at the times required by us) our then-current training programs, including our annual national convention for hotels authorized to use the System ("Training Programs") and pay the cost of tuition, living expenses, and travel expenses associated with attendance at the Training Programs by you and the Hotel's general manager(s). You understand and agree that you will be solely responsible for training your employees in the operation of the Hotel;

f. Signage. Obtain and display prominently at the Hotel our approved interior and exterior signage in compliance with the Rules and Regulations, which may be modified from time to time in our sole discretion, and maintain the signage in a clean and attractive condition, and in good working order at all times;

g. Property Management and Reservation Systems. Use the Property Management System (and the equipment, networks, software and procedures (including hardware and software refresh requirements)

that are described in the Rules and Regulations) to operate and manage the Hotel and in connection with all guest transactions (including all transactions relating to the Rentable Rooms), and use our Reservation System to accept, hold, honor and track all reservations for the Rentable Rooms. You understand and agree that your use of the Property Management System is governed by a separate agreement, as we may modify and/or update from time to time ("ChoiceAdvantage Software Terms of Use"), which ChoiceAdvantage Software Terms of Use are expressly incorporated herein by reference and made a part of this Agreement, and you agree that you will abide by such ChoiceAdvantage Software Terms of Use and pay all applicable fees described in the Rules and Regulations. You also acknowledge and agree that you and we have ownership rights in data used or generated by the Property Management System or the Reservation System;

h. Evaluation. Allow us (or any third party authorized by us) to enter the Hotel at any reasonable time to evaluate your compliance with this Agreement, the Rules and Regulations, and any quality assurance program we administer either directly or through an authorized third party. During such visit, you will assist us (or the authorized third party) in such manner as is required for us (or the authorized third party) to conduct our evaluation and, subject to availability, provide us (or the authorized third party) with one free Sleeping Room for one night. In addition, you agree that we (or the authorized third party) may evaluate your compliance with this Agreement, the Rules and Regulations, and any quality assurance program we administer, remotely and/or through data obtained from guest satisfaction surveys or programs. You agree to take all steps necessary to correct any deficiencies identified in our evaluation within the time periods that we reasonably specify;

i. Rate Information. Upon our request, and in the manner and format we specify, send us a written description of your Hotel and its then-current rates so that we may include this information in directories and other listings and information that we periodically make available to the public. If you do not send us changes to the information that you provide to us by the deadlines that we indicate, you will honor the rates and descriptive information on record at the time of the deadlines;

j. Promotional Programs. Participate in and honor the terms of any loyalty, discount or promotional program and pay all applicable fees or charges associated with such programs (including any room discounts, rewards programs, frequent traveler programs, photographic or virtual tour programs or gift card programs that are applicable to the Hotel or Other Choice Brand Hotels) that we offer to the public on your behalf and any room rate quoted to any guest at the time the guest makes an advance reservation. You agree that you will take all action necessary (including the supply to us of all information and the purchase of any supplies, equipment or services) to participate in any loyalty, discount or promotional programs, and that you will grant us all necessary rights in and to any photographs, video and/or other marketing materials that we may require in order to reasonably undertake such promotional programs on behalf of the Hotel, and/or some or all of the Other Choice Brand Hotels;

k. Travel Agent Commissions. Promptly pay all travel agent commissions and global distribution system charges due from you in connection with the Hotel whether payable by you directly or collected by us on behalf of others, and abide by the Rules and Regulations related to travel agent and global distribution system procedures;

l. System Referrals. Use your best efforts to maximize and increase the business of the Hotel, and if you are unable to accommodate a potential guest, refer the guest to Other Choice Brand Hotels that are near to the Hotel, if any;

m. ADA Certification. Ensure that the Hotel complies with the requirements of the Americans with Disabilities Act ("ADA"). Prior to the Opening Date, you will provide to us a certification from your architect, your general contractor, a consulting architect or you, on a form satisfactory to us, certifying that the Hotel is in compliance with all applicable provisions of the ADA. The Hotel may not open, use the Brand Mark or our System until this certification is properly completed and delivered to us;

n. Franchise Association. Join and maintain membership in a franchise association designated by us for hotels that are authorized to use the Brand Mark ("Franchise Association"), and pay monthly

Franchise Association dues to us (or our designee) in an amount we reasonably require. You acknowledge and agree that the purpose of any Franchise Association created, sponsored, or endorsed by us will be to, among other things: affect a high-level relationship among all franchisees, and between individual franchisees and us, for the purpose of mutual advantage and cooperation; improve and encourage a high performance level and cooperative action among all franchisees; advance new ideas, discuss System-wide issues and focus attention on various matters as they relate to a significant number of franchisees; encourage an exchange of operational and promotional ideas; and make appropriate recommendations to us to assure that our plans and policies enhance our mutual interests. However, you acknowledge and agree that we are not required to obtain the consent of any Franchise Association on these or any other matters;

o. Renovations. Undertake, at our written request, remodeling, renovations, and modifications to existing improvements, necessary to modernize and conform the Hotel to the Rules and Regulations or other requirements of our System ("Renovations") and sign a property improvement plan or other writing that we prepare to document your obligation to complete such Renovations. Within 90 days after receipt of our written request that your Hotel undergo Renovations, you will submit to us for our review and approval, complete and professional drawings and plans for such Renovations before beginning any work to complete the Renovations. You will complete the required Renovations within the time reasonably specified by us in our written request. You acknowledge and agree that the obligations described in this Section 6(o) are in addition to your ongoing obligations to comply with Section 6(b) and Section 6(d);

p. Identifying Information. Send us, before the Opening Date (and any time there is a change in any of the information), the following, as appropriate: (i) the legal name and business type (corporation, limited liability company, limited partnership, etc.) of the Hotel's operating entity; (ii) its federal TIN (taxpayer identifying number); (iii) its state income tax account number(s); (iv) its state payroll tax (withholding and unemployment tax) account number(s); (v) its state sales tax and occupancy tax account number(s); and (vi) its local (county and city) occupancy tax account number(s);

q. Guest Complaints. Participate in, and pay all charges in connection with all required guest complaint resolution programs and ratings and review policies, which we may modify from time to time, as specified in the Rules and Regulations;

r. Construction and Substantial Renovation Related Duties. If the Hotel has yet to be constructed or if the Hotel is to be Substantially Renovated (as defined below):

1. Site Control. Obtain ownership or control over the Hotel within **9 months** after the Effective Date, and provide us by or before that deadline a site plan and such evidence of site control as we may reasonably request, including, but not limited to, a fully executed purchase and sale agreement or deed of trust (or warranty deed) or, if the Hotel is to be leased, an executed lease agreement giving you possession for the entire Term;

2. Architectural and Design Plans. Ensure that your Preliminary Plans (as defined below) for the Hotel satisfy the Rules and Regulations and the then-current prototype design specifications for hotels that are authorized to use the Brand Mark and provide a copy of your Preliminary Plans to us for our review and approval at least **6 months** before the Construction Start Deadline (as defined below). "Preliminary Plans" means drawings and design plans that, in accordance with the American Institute of Architects best practices, provide clear direction regarding the design intent for the size and character of the entire project, including the following preliminary drawings: civil plans; architectural floor and roof plans; concept building sections and elevations; conceptual structural, mechanical, electrical, and plumbing plans; unique conditions that are site specific; room type matrix and gross square footage of each guest room; estimations of area tabulation, construction type for budget, and cost estimation. You will provide to us final working drawings and final architectural designs for the Hotel to us for our review and approval at least **3 months** before the Construction Start Deadline ("Final Plans"). We agree to provide you with written notice of our review and determination of the Final Plans within 30 calendar days after the date we have received the Final Plans and agree that if we fail to provide you notice in accordance with this Section 6(r)(2), the Final Plans are deemed to be approved by us. If Construction Start does not commence by the Construction

Start Deadline, then we have the right to require you to resubmit Final Plans for approval prior to Construction Start;

3. Construction Start Timing and Extensions. Cause Construction Start to occur within **18 months** after the Effective Date (the "Construction Start Deadline"), and within 5 days after Construction Start, inform us in writing that Construction Start has occurred and provide us with such evidence as we may reasonably request by or before that deadline. If you do not cause Construction Start to occur by the Construction Start Deadline, you may request, prior to the Construction Start Deadline, an additional 3 months for Construction Start. We are not obligated to extend the Construction Start Deadline. If we agree to extend the time for Construction Start beyond the original Construction Start Deadline, you will pay us an extension fee of \$5,000 for each 3-month extension that we grant to you;

4. Completion. Continue Hotel construction (or renovation) in accordance with the Preliminary and Final Plans, after Construction Start, without unreasonable interruption, until the Hotel is ready for our inspection. You must complete Hotel construction (or renovation), including furnishing, equipping, and preparing for opening, by the Opening Deadline (as defined in Section 6(s)(6));

5. Progress Reports. Send us, when we request during construction (or renovation), reports showing the progress made toward completing Hotel construction (or renovation); and

6. Reporting of Construction Costs. Within 90 days after Opening your Hotel to the public, you will, in a manner and form satisfactory to us, provide us with complete and accurate information on the Construction Costs (defined below) incurred by you. "Construction Costs" shall mean: land acquisition costs; building costs; material, labor costs and other related variables; furniture, fixtures and equipment expenses; exterior signage costs; permits, licenses and governmental fees; and such other construction-related information that we may reasonably request.

s. Opening. Prior to the Opening Date:

1. Use of Brand Mark. Use the Brand Mark only as permitted in Section 7(c) of this Agreement;

2. Cooperation/Inspection. Cooperate with us, and require your architect, engineer, contractors and subcontractors to cooperate with us, and allow us to inspect the Location and the Hotel to determine whether construction (or renovation) satisfies the Rules and Regulations, the then-current prototype design specifications for hotels that are authorized to use the Brand Mark, and the Preliminary and Final Plans and/or the property improvement plan set forth in Attachment A (if applicable);

3. Hotel Supplies. Order, purchase and/or lease and install all Hotel Supplies, related equipment, supplies and other required items to operate the Hotel;

4. Advertising. Advertise the Hotel locally, at your expense and in a manner meeting our specifications; and

5. Opening Authorization. Notify us in writing at least 30 days before the Opening Date so that we can inspect, and if we reasonably determine it to be appropriate, authorize you to begin operating the Hotel under the Brand Mark and this Agreement. You will not begin operation of the Hotel using the Brand Mark or our System until you have received our specific written authorization to do so; and

6. Opening Deadline. Ensure that the Opening Date occurs within **12 months** after the Construction Start Deadline (if the Hotel has yet to be constructed or if the Hotel is to be Substantially Renovated), or the BES Deadline (if set forth in Attachment A) ("Opening Deadline");

t. Sources of Products and Services. Ensure that all products and services sold or offered for sale at the Hotel, and other products, materials, supplies, paper goods, fixtures, furnishings and equipment used at the Hotel, meet our standards and specifications. You must also purchase all products and services

that we designate in the Rules and Regulations solely from suppliers (including manufacturers, distributors and other sources) approved by us (collectively, "Qualified Vendors"), which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in writing. We reserve the right to require you to purchase any or all approved products or services solely from us or our designated affiliate. We also reserve the right to receive a rebate or other benefit from Qualified Vendors based on purchases by you and other franchisees. We may limit the number of Qualified Vendors to obtain volume discounts and to promote consistent quality and adequate supplies for the brand. If you desire to purchase designated products or services from a party other than a Qualified Vendor, you must submit to us a written request to approve the proposed supplier, together with such information as we may reasonably require. Among the criteria that we consider is the financial stability of the supplier, whether the product or service meets our standards and specifications, and whether the product or service is of use to our franchisees. Our complete written criteria are available for review upon your request. Where applicable, the proposed supplier must submit product samples and specifications to us. We will use our best efforts to notify the proposed supplier within 90 days after we receive all required information and samples, although a longer period may be required for certain products or services due to their cost or importance to the brand or their financial impact on our franchisees. We may revoke our approval of particular products or Qualified Vendors when we determine, in our sole discretion, that such products or suppliers no longer meet our standards or specifications. By entering into this Agreement, you consent to Choice sharing your contact information with Qualified Vendors who provide services to franchisees under the Brand Mark. If such contact information is deemed "personal information" under state or federal law, and you do not want us to share this information, please contact us.

u. Confidential Information. Maintain the absolute confidentiality of the Confidential Information (as defined below) during and after the term of this Agreement. You agree that you: (i) will not use the Confidential Information in any capacity or business or purpose other than what is explicitly authorized under the terms of this Agreement; (ii) will not make unauthorized copies of any Confidential Information disclosed in written form; and (iii) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information. You shall divulge such Confidential Information only to such of your employees, attorneys, accountants, agents, lenders, or prospective purchasers of the Hotel as must have access to it in order to operate, loan money in connection with, or purchase the Hotel. "Confidential Information" includes the methods, techniques, formats, marketing and promotional techniques and procedures, specifications, information, Rules and Regulations, systems, costs and financial information that we communicate to you or that you otherwise acquire in operating the Hotel under the System. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by you.

## **7. Intellectual Property.**

a. No Ownership Rights. You acknowledge and agree that except as expressly permitted by this Agreement or any ChoiceAdvantage Software Terms of Use, you do not have any right, title or interest in and to the Brand Mark or the Choice Marks, Rules and Regulations, System, our then current concept and method for providing hotel accommodations using any of the Choice Marks, Property Management System, Reservation System, trade secrets or business methods (collectively "Intellectual Property") and you will not contest our rights in and to such Intellectual Property or to current or future derivations of or improvements made to the Intellectual Property, nor our right to register our rights in the Intellectual Property or to grant to others the right to use the Intellectual Property or any other intellectual property that we own. You understand that the Intellectual Property will remain our property, and that your use of any portion of the Intellectual Property inures to our benefit. You also agree that you will not sub-license the Intellectual Property rights we have granted to you under this Agreement, to any other person or entity and you will not use such Intellectual Property for any purpose other than in connection with the Hotel in accordance with the terms of this Agreement. You agree to assign and you do hereby assign any and all rights you or any other party working on your behalf may have or develop in the Intellectual Property at no cost to us. You acknowledge and agree that all rights to our Intellectual Property that have not been granted to you in this Agreement will remain ours.



b. Limited Use; Web Sites. You acknowledge and agree that you will not include the Brand Mark (or any other Choice Marks), any words that constitute a portion of the Brand Mark (or any other Choice Marks), words that describe the Brand Mark (or any other Choice Marks), any portion of the names of our Property Management System or Reservation System, or anything confusingly similar to these marks or words ("Choice-Related Words") in your name or the name of any of your affiliates, whether a partnership, corporation, limited liability company, joint venture or any other type of business organization, or as (or incorporated in) the name and/or design of any other building, business or business activity. You will not establish, or operate a previously established web site on the internet (or on any other network, wireless or otherwise) using any domain name (or other identifying characteristics) that contains any of the Choice-Related Words, or any other portion of our Intellectual Property or anything similar to our Intellectual Property or which does not comply with our then-current domain name policy or our property website guidelines, internet distribution policy, or such similar policies or regulations adopted by us from time to time and made available to you. You acknowledge and agree that the restrictions on your use of the Choice-Related Words will survive the expiration or earlier termination of this Agreement and that we retain the right to pre-approve your use of linking and framing between your internet (or other network) web pages and all other web sites. We have the right to determine the content and use of online or electronic media associated with any of the Choice Marks. You may not participate in any website or other electronic media (including social media) that markets goods and services under the Choice Marks unless it is first approved in writing by us.

c. Limited Use of Brand Mark. After the Effective Date but before the Opening Date, you may make the following limited use of the Brand Mark:

1. Temporary Signs. No earlier than 90 days prior to the Opening Date, use the Brand Mark on a temporary sign, meeting our standards, at the Location advising the general public that a hotel authorized to use the Brand Mark is under construction;

2. Local Media. No earlier than 90 days prior to the Opening Date, use the Brand Mark to promote the Hotel construction and opening in the local media;

3. Supplies. No earlier than 90 days prior to the Opening Date, purchase operating supplies and equipment bearing the Brand Mark required for Hotel operation; and

4. Permanent Signs. No earlier than 30 days before the Opening Date and only with our written consent, install permanent Hotel signs meeting our standards bearing the Brand Mark and the designated logo.

d. Permitted Registration. If you are required by law to register any of our Intellectual Property, your registration application must specify that you will use our Intellectual Property: (i) only at the Hotel and in advertising for the Hotel; (ii) only during the Term; and (iii) without claiming any rights in and to the Intellectual Property during or after the Term.

e. Notice of Suit; Injunctive Relief; Survival. You will promptly notify us of any suit filed or demand made against you challenging the validity of our Intellectual Property ("IP Claim"). Following the receipt of such notice from you and using our attorneys, we agree to defend you against any IP Claim, and to defend and indemnify you against your loss, cost or expense related to such IP Claim, except where such IP Claim arose because you used our Intellectual Property in violation of our domain name policy, property website guidelines, internet distribution policy, this Agreement, the ChoiceAdvantage Software Terms of Use, or the Rules and Regulations. You will not settle or compromise any IP Claim without our prior written consent, and you agree to cooperate with us in defending against any such IP Claim. In connection with such IP Claim, you acknowledge and agree that if at any time during the Term you do not immediately discontinue the use of our Intellectual Property (including the Brand Mark) or the Choice-Related Words following our notice to you to discontinue such use, we will seek injunctive and equitable relief for your infringement (or use of the Choice-Related Words) and, in that event, you waive, to the maximum extent permitted by law, any requirement for any bond for the issuance of any injunction, and if a bond is required, you agree that it will not exceed \$1,000. The provisions of this Section 7 will survive the expiration or earlier termination of

this Agreement.

f. Changes to Brand Mark. You agree and acknowledge that we have the right, in our sole discretion, to modify, add to, or discontinue use of the Brand Mark, or to substitute different proprietary marks, for use in identifying the System and/or the Hotel. You shall promptly comply with such changes, revisions and/or substitutions, and bear all the costs of modifying your interior and exterior signage, advertising materials, interior graphics and any other items which bear the Brand Mark to conform therewith.

**8. Change in Sleeping Room Count.** You may change the Sleeping Rooms by 5% or less by constructing additional (or removing) Sleeping Rooms, but only after providing prior written notice to us. If you wish to change the Sleeping Rooms by more than 5% by constructing additional (or removing) Sleeping Rooms or if you wish to make substantial alterations to the Hotel, you may not do so without our prior written consent, which may be conditioned on, among other things, our inspection of the Hotel and the applicable rooms. If we consent to your expansion of the Hotel or to substantial alterations to the Hotel, you must send us your construction plans and pay us an expansion fee for each addition to the number of Sleeping Rooms equal to the then-current per-room charge for hotels that are permitted to use the Brand Mark, but the expansion fee will be not less than \$1,000. We will add any additional Sleeping Rooms or Meeting Rooms that you construct to the Rentable Rooms (or delete any Sleeping Rooms or Meeting Rooms that you remove from the Rentable Rooms), and you will include revenues from the additional Sleeping Rooms and any additional Meeting Rooms to calculate the Gross Room Revenues for determining the Monthly Fees due under this Agreement.

**9. Assignment.**

a. Our Assignment. We may sell or assign all or part of our rights or obligations under this Agreement to any person or legal entity. Any such sale or assignment will inure to the benefit of any assignee or other successor.

b. Your Assignment. Your rights and duties under this Agreement are personal to you. We entered into this Agreement and granted the rights outlined in this Agreement to you in reliance on the business skill, financial capacity and personal character of you and your principal owners. You may not sell, assign, transfer, lease, or otherwise encumber any direct or indirect interest that you have in the Hotel, in you, or in any rights or obligations under this Agreement without giving us at least 15 days prior written notice and obtaining our prior written consent, which will not be unreasonably withheld or delayed. Furthermore, if a Controlling Interest (as defined in Section 9(d)) of the originally approved ownership of the Hotel is being transferred or if you are conveying the Hotel or 50% or more of the undivided interest in the Hotel, you and the transferee must comply with all reasonable conditions we require before we will approve of such transfer, including, but not limited to, (i) the transferee signing our then-current form of the franchise agreement for hotels that are authorized to use the Brand Mark, (ii) the transferee signing a property improvement plan or other writing that we prepare to document the transferee's obligations to complete required Renovations (as defined in Section 6(o)), (iii) all of transferee's owners signing our then-current form of personal guaranty agreement; and (iv) payment of a re-licensing fee equal to the then-current affiliation fee we charge for new franchisees authorized to use the Brand Mark. We reserve the right to withhold our consent to any transfer if the Hotel fails to comply with our then-current brand image and standards or the transferee fails to demonstrate to our satisfaction that it meets our educational, managerial and business standards, possesses a good moral character, business reputation and credit rating, has the experience, aptitude and ability to operate the Hotel, and has adequate financial resources and capital to operate the Hotel. So long as you promptly provide us with written notice, our consent is not required for the following: (1) a mortgage, deed of trust or other encumbrance, pledge or other grant of security interest in any direct or indirect interests in you or the Hotel to a third party lender or third party preferred equity provider; or (2) the sale, assignment or transfer by you of securities in a publicly-traded corporation or entity that individually, or in the aggregate with other sales or transfers by you, constitute the sale or transfer of less than 5% of the outstanding capital stock or other equity interests in you or the Hotel. If you assign or transfer the Hotel or any rights granted to you or your obligations under this Agreement without our written consent, you breach this Agreement and we may terminate this Agreement pursuant to Section 10(b)(2)(d).

c. Transfer due to Death or Mental Incompetence; Transfer to Close Family Member. If you, or any natural person with an ownership interest in you, dies or becomes mentally incompetent, the executor, administrator, or personal representative of that person must transfer that person's ownership interest in you or the Hotel (within 12 months after death or determination of mental incompetence) to one or more of the remaining persons in your entity (if applicable) or to heirs of the deceased person that we approve. If you wish to transfer your ownership interest in the Hotel to a Close Family Member that Close Family Member must demonstrate to us that he or she has both the financial ability and experience necessary to operate the Hotel as required by Section 9(b) before we will approve a transfer. For purposes of this Agreement, "Close Family Member" shall mean your adult spouse, parent, child, sibling, grandchild, or grandparent. No additional fees will be payable for any transfers of an ownership interest in the Hotel due to death or determination of mental incompetence. However, if you wish to transfer your ownership interest in the Hotel to a Close Family Member, an application fee (not to exceed \$7,500) will be due to us, which will be fully refundable if we do not approve the transfer. Our approvals under this Section 9(c) will not be unreasonably withheld or delayed.

d. Controlling Interest. For purposes of this Agreement, "Controlling Interest" includes your interest if you are an individual and you own 50% or more ownership interest in the Hotel, any general partner's interest in a partnership entity, 50% or more of the voting stock of a corporate entity, 50% or more of the ownership interests in a limited liability company, or a 50% or more undivided interest in the Hotel.

## **10. Default and Termination.**

a. Termination By You. If we default in our material obligations under this Agreement, you may terminate this Agreement only if you first give us written notice of the defaults and of your intention to terminate this Agreement and we have not cured those defaults within 60 days after receiving your written notice. With regard to any defaults which are not reasonably capable of being cured within 60 days, the cure period shall be extended for a reasonable additional period of time provided that we have promptly commenced to cure or cause to be cured such default, and thereafter we diligently pursue our efforts in that regard.

### **b. Termination By Us.**

1. Termination with Notice and Opportunity to Cure. If you default in your material obligations under this Agreement, we may terminate this Agreement, effective on the date stated in our notice (or the earliest date permitted by applicable law) as follows:

(a) Non-Payment of Fees. If you do not pay us the Monthly Fees or any other fees, charges and amounts due under this Agreement (including travel agent commissions and global distribution system fees) or file required monthly reports of Gross Room Revenues, within 10 days of our written notice of default to you; or

(b) Other Breach. If you do not cure fully any other breach of your obligations or warranties under this Agreement, within 30 days of our written notice of default to you (or such longer period we designate in our sole discretion).

(c) Cure Periods. You acknowledge and agree that we may, in our sole discretion, extend the time period for you to cure any default but are under no obligation to do so, and any such extension shall not constitute a waiver of the cure periods set forth in this Agreement.

2. Immediate Termination Effective on Notice. Upon written notice to you, we may terminate this Agreement immediately, without giving you an opportunity to cure the default, if:

(a) Imminent Threat. There is an imminent threat or danger to public health or the safety of persons or property resulting from the construction, renovation, maintenance, or operation of your Hotel;

(b) Abandonment; Loss of Possession; Failure to Open. Subject to Section 14 of this

Agreement, you stop operating the Hotel using the Brand Mark or according to the requirements of our System or this Agreement for any period of time, you abandon the Hotel, you temporarily or permanently lose the right to possess the Hotel (including, without limitation, due to the appointment of a Receiver or an event of condemnation), you lose the right to operate the Hotel, you fail to open the Hotel using the Brand Mark or in accordance with this Agreement, or you lose the right to transact business in the jurisdiction in which the Hotel is located;

(c) Criminal Behavior. You (or a beneficial owner of you) are charged with or plead guilty to a felony, a fraud, a crime involving moral turpitude or any other crime or offense that we reasonably believe is likely to have an adverse effect on the Brand Mark, the Choice Marks, our System, the Other Choice Brand Hotels, our business, our goodwill, our Intellectual Property, or our interest in this Agreement or any other instrument or agreement that we may have entered with you;

(d) Transfer. You (or a beneficial owner of you) transfer or purport to transfer any rights or obligations under this Agreement, any Controlling Interest in you, your interest in the Hotel, or a Controlling Interest in the Hotel without our prior written consent, except as otherwise permitted under Section 9(b) or 9(c) hereof;

(e) False Records. You maintain false books or records, send us false reports, or make any materially false statement in your franchise application or any other document you are required to submit to us;

(f) Bankruptcy. You file a petition in bankruptcy, become insolvent, make a general assignment for the benefit of creditors, or are unable to pay your debts to creditors on a timely basis;

(g) Insurance. You do not buy, maintain or send us evidence of insurance as required by this Agreement, or if we opt to procure, on your behalf, insurance required by this Agreement and you fail to reimburse us as we require under Section 12(f);

(h) Multiple Defaults. We send you 2 or more written notices of default under this Agreement for the same or a similar cause or reason in any consecutive 12 month period during the Term, whether or not cured;

(i) Construction. You do not (i) begin construction or renovation of the Hotel on or before the date required by Section 6(r)(3) of this Agreement, (ii) submit Preliminary and Final Plans to us for our approval prior to the Construction Start Deadline, and in accordance with Section 6(r)(2), or (iii) once begun, continue, without unreasonable interruptions, the construction or renovation of the Hotel;

(j) Opening Deadline. You fail to open the Hotel by the Opening Deadline in accordance with Section 6(s)(6);

(k) Property Improvement Deadline. You fail to complete required improvements and/or repairs to upgrade the Hotel by the deadline(s) set forth in a property improvement plan;

(l) Goodwill. You engage in conduct that impairs the image, identity, value or goodwill associated with the Brand Mark (or any other Choice Marks) or the System;

(m) Confidential Information. You make a material unauthorized disclosure of Confidential Information; or

(n) Other Agreements. You or your affiliate (or a beneficial owner of you or your affiliate) materially breaches any other instrument or agreement with us or our affiliates, or any mortgage, deed of trust or lease covering the Hotel, unless cured within any applicable notice or grace periods contained in such document.

c. Suspension of Franchise Rights. If you breach any material obligation required by this

Agreement or are in default hereunder, we may, after 10 days from our written notice of default (or longer time required by law) for financial defaults, or after 30 days from our written notice of default (or longer time required by law) for non-financial defaults, or immediately in the case of a breach under Section 10(b)(2), above: (i) suspend any or all services that we (or our authorized representative) provide to you in connection with our System including your access to our Central Reservations System, or (ii) suspend your right to use our Intellectual Property. In addition, while the default remains uncured, you will have no rights under the Fair Franchising Policy (as defined in Section 19(b)). In our sole discretion, we may reinstate the suspended System services or the right to use our Intellectual Property if you cure your default before this Agreement terminates and pay us the then-current reinstatement fee (as established in the Rules and Regulations). If we suspend System services or your right to use our Intellectual Property, we may use other remedies, including termination of this Agreement, after the appropriate time to cure, if any, has lapsed.

d. Our Remedies.

1. No System Services. If this Agreement expires or is terminated, we will cease to provide you with any services in connection with our System, which will include removal of the Hotel from any directories, websites, and other distribution channels, cessation of promotion programs and advertising, and cessation of your right to use our Intellectual Property. In addition, we may notify guests holding reservations that the Hotel is no longer authorized to use the Brand Mark, use our Intellectual Property or receive services in connection with our System, and we may relocate such guests upon their request.

2. Liquidated Damages – Post-Opening Termination. If we terminate this Agreement pursuant to Section 10(b), or you terminate this Agreement for any reason, except pursuant to Section 3 or Section 10(a), after the Opening Date, you will pay us, within 30 days after termination, as liquidated damages and not as a penalty for the premature termination of this Agreement, an amount equal to the product of (i) the average monthly Gross Room Revenues during the prior 12 full calendar months (or such shorter time that the Hotel has been open), multiplied by (ii) the maximum Royalty Fee payable under Section 4(b)(1), multiplied by (iii) the number of months (including partial months, which will be prorated) between the date of termination and the next date that you could have terminated this Agreement under Section 3, not to exceed 60 months. However, the product of (i) multiplied by (ii) will not be less than the product of \$60.00 multiplied by the number of contractually approved Sleeping Rooms.

3. Liquidated Damages – Pre-Opening Termination. If we terminate this Agreement pursuant to Section 10(b), or you terminate this Agreement for any reason, except pursuant to Section 3 or Section 10(a), prior to the Hotel opening with our authorization pursuant to Section 6(s)(5), you will pay us, within 30 days after the termination, as liquidated damages and not as a penalty for the premature termination of this Agreement, an amount equal to the product of (i) the number of contractually approved Sleeping Rooms, multiplied by (ii) \$60.00, multiplied by (iii) 36 months.

4. Reasonable Estimate. You acknowledge and agree that the injury to us caused by your breach of this Agreement and its termination is difficult or impossible to accurately estimate, and that the methods of calculating liquidated damages in Sections 10(d)(2), 10(d)(3), and 11(a) are reasonable estimates of our probable loss resulting from your breach of this Agreement and its termination. Payment of liquidated damages by you does not affect your obligation to pay us all Monthly Fees and other fees and amounts due to us that accrued before the termination of this Agreement nor does it affect your continuing indemnification obligations pursuant to Section 13 of this Agreement.

e. Evidence of Breach. If the validity of the termination of this Agreement is disputed, we may introduce evidence of a breach of this Agreement or evidence of any claim associated with the Hotel, including any facilities that are managed by others at the Hotel, whether or not stated in the default or termination notice.

**11. Obligations on Termination.** On termination or expiration of this Agreement for any reason, you must, at your expense:

a. Intellectual Property. Immediately discontinue all use of our Intellectual Property, refrain from

using the Brand Mark to identify the Hotel and cease to use the Choice-Related Words. If you do not immediately discontinue use of our Intellectual Property (including the Brand Mark) or use of the Choice-Related Words following the expiration or termination of this Agreement, you will pay us as liquidated damages and not as a penalty, the sum of \$2,500 for each day following the expiration or termination of this Agreement that you continue to use our Intellectual Property (including the Brand Mark) or the Choice-Related Words, and we will have the right to seek injunctive and equitable relief for your infringement (or use of the Choice-Related Words) and, in that event, you waive, to the maximum extent permitted by law, any requirement for any bond for the issuance of any injunction, and if a bond is required, you agree that it will not exceed \$1,000;

b. Registration. Cancel any assumed name or similar registration containing our Intellectual Property (including the Brand Mark) or any variation or portion of our Intellectual Property (including the Brand Mark) or the Choice-Related Words, discontinue all use of any web sites or other electronic media (including social media) that markets goods and services under the Choice Marks and furnish us with reasonable evidence showing that you complied with these obligations within 30 days after termination or expiration of this Agreement;

c. Payment. Promptly pay all sums owed to us and our subsidiaries or affiliates, and all damages, costs, and expenses, including reasonable attorneys' fees, that we incur, either before or following the termination of this Agreement, as a result of your default, including all outstanding Monthly Fees, any liquidated damages due under this Agreement, and any costs and expenses we incur to obtain injunctive relief for the enforcement of any portion of this Agreement; and

d. Return or Destroy Materials. Immediately return to us, or at our option, destroy all originals and copies of any materials that we have provided to you relating to our System and your operation of the Hotel, including all copies of any manuals, the Rules and Regulations and any data stored in or generated by our Property Management System and Reservation System. Except for your copy of this Agreement and other documents that you reasonably need to comply with applicable laws, you may not retain any material that we provided to you during the Term.

## **12. Insurance**

a. Pre-Opening Coverage. You must purchase by Construction Start and maintain until the Opening Date, at your expense, directly or through your general contractor, the types and amounts of insurance coverage as we may require in the Rules and Regulations or otherwise in writing, including, but not limited to:

1. General Liability. Commercial General Liability Insurance (including automobile liability, bodily injury and property damage) protecting you and naming us and our affiliates and subsidiaries, our and their respective officers, directors, agents and employees as Additional Insureds (as defined in Section 12(c)) from and against all types of liabilities, including personal injury and property damage, together with the costs of defense and/or adjustments arising out of the operations to construct or renovate the Hotel. The insurance must include coverage for contractual liability, explosion, collapse and underground property damage hazard liability, personal injury liability, products and completed operations liability, owner's and contractor's protective liability, and independent contractor's liability and must be accompanied by waivers of subrogation in our favor and the favor of our affiliates and subsidiaries, the officers, directors, agents and employers of us, our affiliates and subsidiaries.

2. Builder's Risk. All-risk builder's risk coverage to insure the Hotel buildings under construction or renovation to 100% of their replacement cost value, protecting you, us and the Additional Insureds, and a workers' compensation policy as required by statute.

b. Post-Opening Coverage. Beginning no later than the Opening Date and for the rest of the Term, you must purchase and maintain, at your expense, the types and amounts of insurance coverage as we may require in the Rules and Regulations or otherwise in writing, including, but not limited to:

1. Physical Damage Coverage. All-risk physical damage coverage, insuring the Hotel and its contents for its full replacement cost. If the Hotel is damaged or destroyed, and unless a mortgagee requires otherwise, the proceeds of any insurance will be used to repair or restore the Hotel in accordance with your plans that we approve. Your insurance must contain a waiver of subrogation in our favor and the favor of our affiliates and subsidiaries, the officers, directors, agents and employees of us, our affiliates and subsidiaries.

2. General Liability; Automobile. Commercial Automobile and Commercial General Liability Insurance policies written on an occurrence form protecting you and the Additional Insureds (as defined in Section 12(c)) from and against all manner of liability. The coverage described in the preceding sentence is primary to any coverage that we maintain and must include Contractual, Products and Completed Operations, Independent Contractors, Personal Injury, Property Damage, Bodily Injury and Host Liquor Liability coverage (if applicable), together with the costs and expenses of the defense and/or adjustment of injury or damage, without exception, from or in any way related to any operation or activity conducted under this Agreement and/or of the Hotel, including adjacent areas like swimming pools, parking lots, restaurants, and bars. Your Automobile Liability Policy must cover owned, hired and non-owned vehicles used in the operation of the Hotel. The policies described in this Section 12(b)(2) must cover lawsuits or actions brought anywhere in the world. These policies must provide limits per location and per occurrence as required in the Rules and Regulations and must be accompanied by a waiver of subrogation in favor of the Additional Insureds. You may meet the required total minimum limits through a combination of primary and umbrella policies. If alcoholic beverages are sold at the Hotel (whether or not you own the establishment that sells the alcohol), you must purchase and maintain Dram Shop/Liquor Liability Insurance with such limits as required in the Rules and Regulations.

3. Workers' Compensation. Statutory Workers Compensation and Employers Liability insurance with minimum Employers Liability limits per accident and per disease as required in the Rules and Regulations.

4. Business Interruption. Business interruption insurance which shall provide for coverage of a minimum of three (3) months in the event the Hotel is not operational at any time during the Term. Your business interruption insurance policy must name us as a specific loss payee.

5. Cyber Liability. Cyber Liability insurance providing minimum coverage as required by the Rules and Regulations.

6. Other Insurance. Pollution Legal Liability insurance covering bodily injury, property damage, cleanup costs and defense costs arising from, or associated with, a pollution condition at a covered location. In addition, Employment Practices Liability insurance, including coverage for third-party violation claims and prior acts.

c. Additional Insured Requirement. You must also obtain and attach an endorsement for all commercial automobile, commercial general and umbrella policies used to meet the requirements in Sections 12(a) and 12(b) adding us, our affiliates and subsidiaries, our and their respective officers, directors, agents, partners and employees, as additional insureds ("Additional Insureds").

d. Rating; Primary Coverage; Notice of Change. You must place your insurance with insurance companies reasonably acceptable to us and with an A.M. Best Rating of A-, VI or better. All insurance, commercial automobile, commercial general liability, umbrella and dram shop/liquor liability (if applicable), that you purchase must be specifically endorsed to provide that the coverage will be primary and that any insurance carried by Additional Insureds will be excess and non-contributory. We may reasonably change the insurance coverage requirements set forth in this Section 12 during the Term by giving you at least 30 days' notice of the change. You must comply with our directions, at your expense, and deliver to us evidence of your compliance before the change becomes effective.

e. Certificates of Insurance. You must send us, by no later than ten (10) days prior to Construction Start and/or the Opening Date, as applicable under Sections 12(a) and 12(b), certificates of insurance,

endorsements, declarations and/or other documents requested by us, indicating your property code, the Hotel name and address, and proof that you have purchased the required insurance coverage and the Additional Insureds endorsement has been accepted by your insurance carrier. You must also provide us with evidence of renewal before the expiration date of each insurance policy. You are responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Acceptance by Choice of an improper certificate of insurance shall not constitute a waiver, release or modification of any of the insurance coverage and endorsements required under this Agreement.

f. **Procurement of Insurance.** If you, for any reason, fail to procure or provide us with evidence that you maintain at least the minimum insurance required by Section 12(a) or 12(b), as applicable (or as designated by us from time to time in the Rules and Regulations) together with the endorsement required by Section 12(c), you acknowledge and agree that we will have the immediate right and authority, but not the obligation, to procure such insurance on your behalf, and charge you the cost of the insurance and, at our option, a reasonable penalty. You agree that you will reimburse us for the cost of such insurance and for any reasonable out-of-pocket costs that we incur should we elect to obtain such insurance within 30 days of receipt of our notice that such costs are due and payable to us. The foregoing shall not limit our right to terminate this Agreement pursuant to Section 10(b)(2)(g).

g. **No Waiver of Obligations.** Your purchase and maintenance of insurance and your performance of your obligations under this Agreement are in addition to your obligation to indemnify us. If applicable, you should obtain additional insurance coverage since we do not require insurance against all potentially insurable risks, such as Employment Practices Liability insurance; if you do, for your protection, you should name us as an Additional Insured on this additional coverage.

**13. Indemnification.** To the fullest extent permitted by law, you must defend, indemnify and hold harmless us, our affiliates and subsidiaries, our and their respective officers, directors, agents, partners and employees (each, an "Indemnified Party") from and against any claim, loss, cost, damage, expense judgment and liability, including, but not limited to, employment related liability and environmental liability (a "Claim"), including reasonable attorneys' fees (whether or not a lawsuit has been filed) and any court costs, resulting in whole or in part from any damage or loss, including personal injury, of any nature, connected with the Hotel construction, renovation or operation, or any facilities that are managed by others in the Hotel, or out of, or as a result of, in whole or in part your (or your agent's or employee's) error, omission, act or failure, even where negligence of an Indemnified Party is alleged, except to the extent that the loss, costs, damage, expense or liability is solely and proximately caused by the negligence of an Indemnified Party. Notwithstanding the foregoing, if we are required by a court of law to contribute to any Claim, the amount of our contribution will be calculated by applying principles of comparative negligence where a Claim was jointly caused by your negligence and by our negligence. You must reimburse us for all amounts we reasonably spend, including attorneys' fees and court costs, to protect the Indemnified Parties from, or to remedy, your defaults under this Agreement or claims arising out of your operation of the Hotel. We will have the sole and exclusive control (including the right to be represented by attorneys of our choosing) over the defense of any Claims against an Indemnified Party and over their settlement, compromise or other disposition. This provision will be deemed divisible, such that if it is in any way (or to any extent) determined to be invalid or unenforceable, it will be deemed modified so as to be valid and enforceable and to be in full force and effect to the fullest extent permitted by law. This provision will survive the expiration or earlier termination of this Agreement.

**14. Casualty.** If the Hotel is damaged by fire, natural disaster or other casualty, you must promptly and properly repair the damage. If the damage or repair requires closing the Hotel, you must immediately notify us, begin reconstruction within 6 months after that closing; reopen the Hotel for continuous business operation in accordance with the Rules and Regulations as soon as practicable (but in any event within 12 months after the Hotel closing), and send us at least 30 days' prior written notice of the date of reopening. Upon your written request, we will extend the Term of this Agreement by the number of days between the date of the original closing of the Hotel and the date of reopening. If insurance proceeds are not available or are insufficient to repair or rebuild the Hotel and if you provide us with reasonable evidence that such proceeds are not available to you within 6 months after the original closing of the Hotel, and provided that



you were not in default at the time of casualty and you are not the cause of the insurance proceeds not being available, then we will terminate this Agreement without penalty to either party.

**15. Notices.** All notices required or permitted under this Agreement must be in writing, must be personally delivered or mailed by registered or certified mail, return receipt requested, or by a nationally recognized delivery or courier service that allows tracking of packages or letters, to us at **Choice Hotels International, Inc., 1 Choice Hotels Circle, Suite 400, Rockville, Maryland 20850, Attention: General Counsel**, or at such other address we require upon written notice to you, and to you at the Designated Representative's address set forth in Section 1 of this Agreement. You authorize the Designated Representative to submit written notices to us or receive our written notices to you as your agent. Any notice by registered or certified mail or by delivery or courier service is deemed given and received at the date and time of sending. You may change the Designated Representative and/or the Designated Representative's address by written notice to us.

**16. Attorneys' Fees.** Attorneys' fees must be paid according to the terms of this Section 16 and also, as may be applicable, Section 13 of this Agreement. The prevailing party (as determined by the court or arbitrator) in any arbitration or claim filed to enforce the terms of this Agreement will recover from the other party the reasonable expenses of its attorneys, whether that attorney is employed by you or us or specially retained in connection with the proceeding, along with any court costs, arbitration costs, arbitrator fees, the reasonable costs of necessary expert witnesses, and the reasonable travel costs (including food and lodging) of the prevailing party's witnesses in the proceeding. If such a claim seeks, in whole or in part, attorneys' fees under Section 13, that provision will control. Attorneys' fees, including those payable to any attorney who is an employee of yours or ours, will be determined by reference to the usual and customary rate for such attorney, and the rates charged by attorneys of similar background and experience performing similar work in the area where the proceeding is conducted. Any judgment or arbitration award for fees or other amounts owed to us to enforce our rights under Section 4, Section 10(d) or Section 21 of this Agreement will bear interest at the rate referred to in Section 4(f) until paid.

**17. Taxes, Permits; Notice of Legal Actions.**

a. Taxes. You must pay when due all taxes related to the Hotel that may be levied or assessed by any federal, state, or local taxing authority, and all other indebtedness related to the Hotel. You shall comply with all federal, state, and local tax laws. You shall pay all property taxes imposed on your property when they are due. You shall be responsible for all state and local sales and transaction taxes that are imposed on, or measured by, the gross receipts paid to Choice pursuant to this Agreement.

b. Permits. You must timely obtain and maintain all permits, certificates, and licenses necessary for the construction, renovation, operation and maintenance of the Hotel, including licenses to do business, fictitious name registration and sales tax permits, health and sanitation permits, and ratings and fire clearances. You must send us, within 10 days of your receipt, copies of all inspection reports, warnings, certificates, and ratings, received from any governmental entity.

c. Notice of Suit. You must notify us in writing and provide us with copies, within 5 days of your receipt, of any actual or threatened criminal or civil action, suit, proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality affecting you or the Hotel.

**18. Approvals and Waivers.**

a. Approvals. Our approvals and consents will not be effective unless signed by one of our duly-authorized representatives. We may withhold our consent in our reasonable discretion or at any time when you are in breach of any obligation under this Agreement.

b. Reliance; No Liability. Except as otherwise expressly stated in this Agreement (including any addenda or amendments), we make no warranties or guarantees on which you may rely. We assume no liability or obligation to you by providing any waiver, approval, consent, suggestion to you, or by reason of

any delay or denial of any request that you make to us.

c. No Waiver/Forbearance. Failure to exercise any power or to insist on strict compliance with any obligation or condition under this Agreement is not a waiver of any future right to demand exact compliance with any of the terms in this Agreement. Waiver of any particular default or extension of any cure period will not affect or impair a party's right with respect to any later default of the same, similar, or a different nature. No delay, forbearance, or omission to exercise any power or right of a party following any breach or default of any of the terms, sections, or covenants of this Agreement by the defaulting party, will affect or impair the rights of the party not in default.

## **19. Acknowledgments**

a. No Warranty or Guarantee. You acknowledge and agree that you have conducted an independent investigation of the benefits of signing this Agreement, and you understand that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent on your ability as an independent businessperson. We have not made, and you acknowledge that you have not received from us or our agents, any representations, projection, warranty or guarantee, express or implied, as to the profitability or other potential success of the business venture contemplated by this Agreement, except as expressly set forth in the Franchise Disclosure Document.

b. Limited Rights. You acknowledge and agree that this Agreement and the limited rights to use the Intellectual Property granted to you under this Agreement relate only to the Hotel and the Location. Except as may be specifically set forth in Section 2, this Agreement does not grant you any protected area, market or territorial rights. Subject to the terms of our then-current incremental impact policy ("Impact Policy") and our then-current version of the fair franchising policy ("Fair Franchising Policy"): (i) we may own, operate, or franchise other hotels and/or allow such hotels to use our Intellectual Property (including the Brand Mark), at any other location, either separately or combined, and (ii) we, and any of our affiliates and other franchisees may now or in the future engage in transient lodging or related business activities that may compete with the Hotel.

c. Control; No Duty; Independent Contractor. You acknowledge and agree that you are solely responsible for exercising ordinary, day-to-day business control over the Hotel, including all personnel and employment related matters and decisions and pricing of rooms and other services at the Hotel, regardless of any advice or consultation received from us. This includes, but is not limited to, hiring and firing employees, supervising and controlling employees' work schedules and conditions of employment, determining employees' rate and method of payment, and maintaining employees' employment records. Neither this Agreement nor the Rules and Regulations create a fiduciary or joint employer relationship between you and us or between your employees and us. You are an independent contractor. Nothing in this Agreement or the Rules and Regulations makes, or is intended to make, either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other (except that you agree that we may act as your agent when making reservations for your Hotel).

d. No Right to Contract; No Third Party Obligations; Truthfulness. You acknowledge and agree that you are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action. You acknowledge and agree that you will not represent in any proposed financing agreement or to any proposed lender or participant in a public or private investment offering that we or any of our affiliates is, or will, become responsible for your obligations under the financing agreement, nor that we are, or will be, participating in any private or public investment offering. Before you distribute a prospectus of your intended private or public offering, you must send us a copy for our prior written approval, not to be unreasonably withheld, of references made to us in the prospectus. You warrant the truth and completeness of all your statements in your application and the content of all other documents that you send to us as part of the application process and that you are required to submit to us under this Agreement.

e. Disclosure. You acknowledge that you received from us the Franchise Disclosure Document

required by the Federal Trade Commission and by the applicable state(s) in which you live and where the Hotel is located at least 14 days before you signed this Agreement or paid to us any consideration for the hotel franchise.

f. Ownership. You warrant that you are the true owner of, and record holder of title to, the Hotel, or that you are currently leasing the Hotel under a lease that allows you the right to enter into this Agreement. If you are a corporation, limited liability company, partnership, or other entity, all owners of the entity, including any subsequent person or entity that becomes an owner at any time after the Effective Date, shall sign our then-current form of personal guaranty agreement, unless expressly waived by us in our sole discretion.

g. Data Security. You acknowledge and agree that we and you each own the rights in and to any data captured by the Property Management System or Reservation System ("Guest Data") and that we may use Guest Data in any reasonable manner that we determine. You also acknowledge and agree that you are obligated to comply with all information security and data privacy standards and requirements contained in the Rules and Regulations and all applicable federal and state laws, regulations, and standards relating to information security and data privacy, including, without limitation, the Payment Card Industry Data Security Standard ("PCI DSS"). You must secure all Guest Data against loss or theft and against unauthorized or unintended access, disclosure, copying, use or modification. You agree to notify us in writing as soon as practicable (and at least within 24 hours) of any known, suspected, or alleged security breach of Guest Data in your possession or custody or under your control. You also acknowledge and agree that you are obligated to indemnify us from and against any Claim resulting from any such data security breach pursuant to Section 13 of this Agreement. Without limiting the foregoing, to the extent we possess or otherwise provide services that allow for the storage, processing, or transmittal of Guest Data as defined by the PCI DSS ("Services"), or to the extent we could impact the security of the Guest Data environment, we will remain in compliance with the applicable PCI DSS requirements with respect to those Services. We will also remain aware of changes to the PCI DSS and implement all procedures and practices as may be reasonably necessary for the Services to remain in compliance with the PCI DSS, in each case at our sole cost and expense.

h. System Fee. You acknowledge and agree that we may use the System Fee to meet any and all costs incident to providing the Hotel (and all Other Choice Brand Hotels) with marketing and advertising services, the Property Management System, and the Reservation System, and that such costs may include certain of our overhead expenses that are reasonably allocated to provide such services. You further agree that we have the absolute and unilateral right to determine, when, how and what portion of the System Fee may be used for (i) marketing purposes, including the right to purchase and pay for marketing services, product research and development, production materials, ad slicks, brochures, videotapes, radio and television commercials, media advertising (internet, e-commerce, television, radio, cable, magazines, newspapers and other print), services provided by advertising agencies, market research, trade shows, conventions, promotions, research and design, public relations, and loyalty programs, (ii) the development, operation and maintenance of the Property Management System and Reservation System, and (iii) the cost of personnel, accounting services, travel expenses, office space, overhead costs, administrative costs, computers, other equipment, furniture, salaries and fringe benefits, development, design and maintenance of internet web-pages and websites, including internet service provider costs, network costs, and for other similar costs that we reasonably deem to be appropriate. You also acknowledge that other franchisees authorized to use our System may not contribute the same percentage or total amount that you must pay to us as the System Fee. You further acknowledge and agree that we are not obligated, in expending the System Fee, to make expenditures for your Hotel or Brand Mark which are equivalent or proportionate to your contribution.

i. ChoiceAdvantage Software Terms of Use. You acknowledge and agree that your right to use the Property Management System will be governed by the ChoiceAdvantage Software Terms of Use that are provided to you in an online format which you agree to review periodically. You acknowledge and agree that the ChoiceAdvantage Software Terms of Use are specifically incorporated as part of this Agreement and you will comply with the terms and conditions of the then-current ChoiceAdvantage Software Terms of Use. You agree that you, the Hotel's general manager, or any other authorized employee of the Hotel

(“Authorized User”) may accept and agree on behalf of you to the terms and conditions of the ChoiceAdvantage Software Terms of Use. You also acknowledge and agree that we have the right, in our sole discretion, to modify, add or remove any terms or conditions of the ChoiceAdvantage Software Terms of Use. Changes to the ChoiceAdvantage Software Terms of Use will be posted online and will be immediately effective. You agree that use by an Authorized User of the Property Management System after we post any such changes will indicate that you accept and agree to the ChoiceAdvantage Software Terms of Use, as modified.

j. No Liability. You acknowledge and agree that we will not assume liability for, or be deemed liable as a result of, any act or omission of yours relating to the construction, renovation, operation, maintenance or promotion of the Hotel or for any claim or judgment arising from such act or omission.

k. Anti-Terrorism / Anti-Bribery Laws. You individually represent and warrant to us that neither you (including your directors and officers, senior management and shareholders (or other persons) having a controlling interest in you), nor any affiliates or funding sources are (a) owned or controlled by, or acting on behalf of, the government of any country that is subject to an embargo imposed by the United States government; or (b) an entity or individual (“Person”) identified by any government or legal authority under applicable laws as a Person with whom dealings and transactions by us are prohibited or restricted, including Persons designated on the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including known terrorists and narcotics and human traffickers). You will promptly notify us in writing upon the occurrence of any event which would render the foregoing representations and warranties incorrect. You further represent and warrant to us that you, including persons having a controlling interest in you, are not in violation of any anti-money laundering laws, anti-terrorism, anti-bribery, trade sanctions or other laws or embargoes, including without limitation the U.S. Patriot Act and the U.S. Foreign Corrupt Practices Act and related regulations and executive orders. You represent and warrant that you are qualified to do business in the United States, have the authority to execute this Agreement, and are eligible under applicable United States laws to carry out the obligations under this Agreement and any subsequent assumption of your rights and obligations under this Agreement.

l. Child Protection Code of Conduct. We are a member of “The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism” ([www.thecode.org](http://www.thecode.org)) (“The Code”), which is an industry-driven responsible tourism initiative with a mission to provide awareness, tools, and support to the tourism industry in order to prevent the sexual exploitation of children. You agree to support the principles of The Code and to take all reasonable steps at the Hotel, including the training of staff, to recognize and prevent all forms of human trafficking.

## **20. Miscellaneous.**

a. Severability. If any section of this Agreement is held to be illegal, invalid or unenforceable, both parties agree that (i) the section will be removed; (ii) this Agreement will be understood and enforced as if the illegal, invalid, or unenforceable section had never been in this Agreement; and (iii) the remaining sections will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable section or by its removal. A section similar to the removed section will be automatically added as a part of this Agreement to the maximum extent enforceable.

b. No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor will anything in this Agreement be deemed, to confer on any person or legal entity other than us or you, or our respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

c. Headings. All captions and headings in this Agreement are intended solely for the convenience of the parties and do not affect the meaning or construction of any section.

d. References. All references to the masculine, neuter, or singular, include the masculine, feminine, neuter, or plural. The word “include” and its derivatives are not to be construed as terms of

limitation. If "you" consists of more than one person or entity, your acknowledgments, promises, covenants, agreements, and obligations made or undertaken in this Agreement are jointly and severally undertaken by each of you.

e. Counterparts. If this Agreement is executed in multiple counterparts, each executed copy is an original.

f. Governing Law. This Agreement becomes valid and effective only when we have signed it, and it will be interpreted under the substantive laws of Maryland, not including its conflict of laws provision or such provisions of any other jurisdiction; except that nothing herein shall be construed to establish independently your right to pursue claims under Maryland's Franchise Registration and Disclosure Law.

g. Cumulative Rights and Remedies. Rights and remedies stated in this Agreement are cumulative and not exclusive of any other right or remedy.

h. Attachments/Addenda. All attachments, addenda and amendments to this Agreement are incorporated into and a part of this Agreement. Any addenda or amendments to this Agreement will not be effective unless signed by one of our duly-authorized representatives and by you. All duly-executed addenda and/or amendments are incorporated into and will become a part of this Agreement.

i. Survival. Those of your obligations and our obligations under this Agreement which expressly or by their nature survive the expiration or earlier termination of this Agreement will survive such expiration or termination, including, but not limited to, Sections 7, 10(d), 11, 13, 16, 17, 18, 19, 20, 21, 22, 23 and 24.

j. Seal. This Agreement is a contract under seal and is intended by the parties to be a specialty under Maryland law.

k. Electronic Signatures. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been signed and delivered by hand. Franchisor and Franchisee both (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**21. Arbitration. Except for our claims against you for indemnification or actions seeking to enjoin you from using any of our Intellectual Property (including the Brand Mark) or the Choice-Related Words in violation of this Agreement or any other related agreements (including the ChoiceAdvantage Software Terms of Use), any controversy or claim arising out of or relating to this Agreement or any other related agreements, or the breach of this Agreement or any other related agreements, including any claim that this Agreement or any part of this Agreement or any related agreements is invalid, illegal, or otherwise voidable or void, as well as any claim that we violated any laws in connection with the execution or enforcement of this Agreement or any related agreements and any claim for declaratory relief, will be sent to final and binding arbitration in the state of Maryland before either the American Arbitration Association, J.A.M.S., or National Arbitration Forum in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including its rules for emergency measures of protection, except to the extent that the Commercial Rules of the American Arbitration Association may be interpreted to require you or us to produce documents, witnesses, or information at a time other than at a hearing on the claim without our mutual consent. In the event more than one demand for arbitration is filed in connection with this Agreement or any related agreements, the demand filed with the American Arbitration Association, J.A.M.S., or National Arbitration Forum office having jurisdiction over Maryland proceedings shall take precedence, and any other demand shall be withdrawn and presented in the Maryland filing. The arbitrator will apply the substantive laws of Maryland, without reference to its conflict of laws provision, except that nothing herein shall be construed to establish independently your right to pursue claims under Maryland's Franchise Registration and Disclosure Law. Judgment**

on the arbitration award may be entered in any court having jurisdiction. If any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party, notwithstanding its failure to appear. Any arbitration will be conducted at our headquarters office in Maryland and the parties agree that any state laws attempting to prohibit arbitration in Maryland are pre-empted by the Federal Arbitration Act. Nothing in this Section 21 will be construed as requiring you or us to make a claim in arbitration before exercising any rights you or we may have to give notice of default or termination in accordance with the terms of this Agreement or any related agreements.

**22. NO CLASS ACTIONS.** NEITHER YOU NOR WE SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY, ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ARBITRATION OR OTHER ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN US AND YOU AND ANY PERSON IN PRIVACY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, US OR YOU, UNLESS BOTH WE AND YOU CONSENT IN WRITING. WE HAVE THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. YOU AGREE AND ACKNOWLEDGE THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN YOU AND US OR ANY AFFILIATE OF OURS WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

**23. WAIVER OF JURY TRIAL.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER.

**24. INTEGRATION.** THIS AGREEMENT, ALL OF ITS ATTACHMENTS, AND ANY AGREEMENT SPECIFICALLY MADE A PART OF THIS AGREEMENT PURSUANT TO THE TERMS HEREOF, CONTAIN THE COMPLETE UNDERSTANDING OF THE PARTIES AND REPLACE ANY PREVIOUS WRITTEN OR ORAL AGREEMENT ON THE SAME SUBJECT MATTER. NO REPRESENTATION, INDUCEMENT, PROMISE OR AGREEMENT, ORAL OR OTHERWISE, NOT CONTAINED IN THIS AGREEMENT, WILL BE OF ANY FORCE OR EFFECT. NOTHING IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT, HOWEVER, IS INTENDED TO DISCLAIM THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WE FURNISHED TO YOU.

**ATTACHMENT A**  
**PROPERTY IMPROVEMENT PLAN**  
**[For existing hotels converting to use the Brand Mark]**

Attachment A

**ATTACHMENT B**  
**RIDER TO THE FRANCHISE AGREEMENT**  
**[Other Modifications to the Franchise Agreement]**



We and you agree to be bound by the terms and conditions of this Agreement, including all Attachments, by setting the hands and seals of our duly authorized and empowered representatives on this Agreement, effective on the Effective Date.

**Choice Hotels International, Inc.**,  
a Delaware corporation

By: \_\_\_\_\_ (Seal)  
Name: Christopher J. Wallace  
Title: Vice President and Assistant General Counsel

«LIC\_BLOCK»

«FRANCHISEE»

By: \_\_\_\_\_ (Seal)  
Name:  
Title:

Date: \_\_\_\_\_

**PLEASE INITIAL THE ATTACHED SCHEDULE A**

**Schedule A – for Individuals**

By initialing this Schedule A that is attached to the Franchise Agreement, you certify that the information provided below is true and accurate. The following represents the names and percentages owned of the individual owners of the Hotel.

Name of Individual Hotel Owner      Percentage owned

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

**INITIAL HERE** \_\_\_\_\_

**Schedule A – Entity Ownership Breakdown**

By initialing this Schedule A that is attached to the Franchise Agreement, you certify that the information provided below is true and accurate. The following represents the names and percentages owned of «FRANCHISEE».

Name of member/shareholder/partner    Percentage owned

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

**INITIAL HERE** \_\_\_\_\_

### Schedule A – Entity Ownership Breakdown

By initialing this Schedule A that is attached to the Franchise Agreement, you certify that the information provided below is true and accurate. The following represents the names and percentages owned of \_\_\_\_\_.

Name of member/shareholder/partner    Percentage owned

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

\_\_\_\_\_ %  
(type or print)

**INITIAL HERE** \_\_\_\_\_

## GUARANTY

This Guaranty ("Guaranty") is made as of \_\_\_\_\_, by **(name of guarantors)** ("each, individually a Guarantor"), in favor of and for the benefit of Choice Hotels International, Inc., a Delaware corporation ("Choice"). In consideration of and as an inducement to Choice to execute a Franchise Agreement by and between Choice and «LIC\_BLOCK» ("Franchisee"), Guarantor agrees as follows:

1. Guarantor unconditionally warrants to Choice and its successor and assigns that all of Franchisee's representations and warranties in (a) any application submitted by Franchisee to Choice; and (b) the Franchise Agreement are true, accurate and complete as of the time made as of the date of this Guaranty.

2. Guarantor personally and unconditionally guarantees that all of Franchisee's obligations under the Franchise Agreement, as amended, and all related agreements will be punctually paid and performed.

3. Guarantor agrees that the obligations of Guarantor under this Guaranty shall not be reduced, limited, terminated, discharged, impaired or otherwise affected by: (a) the occurrence or continuance of a default under the Franchise Agreement or any related agreement; (b) any assignment of the Franchise Agreement; (c) any modification or amendment of, or waiver or consent or other action taken with respect to the Franchise Agreement or any related agreement; (d) the voluntary or involuntary liquidation, sale or other disposition of Franchisee's assets, or the receivership, insolvency, bankruptcy, reorganization or similar proceedings affecting Franchisee or its assets or the release or discharge of Franchisee from any of its obligations under the Franchise Agreement; or (e) any change of circumstances, whether or not foreseeable, and whether or not any such change does or might vary the risk of Guarantor hereunder. Any failure by Choice to exercise any power or right or to insist upon Guarantor's compliance with any term under this Guaranty shall not constitute a waiver of Choice's right to demand full compliance with any term of this Guaranty.

4. Guarantor unconditionally and irrevocably waives notice of acceptance of this Guaranty, presentment, demand, diligence, protest and notice of dishonor or of any other kind to which Guarantor otherwise might be entitled under applicable law.

5. Guarantor agrees to promptly pay all sums owed to Choice and its subsidiaries or affiliates, and all damages, costs, and expenses, including reasonable attorneys' fees, that Choice or its subsidiaries or affiliates incur as a result of any default under this Guaranty, the Franchise Agreement, or any related Agreement, including all outstanding fees, any liquidated damages due under the Franchise Agreement, and any costs and expenses that Choice or its subsidiaries or affiliates incur to obtain injunctive relief for the enforcement of any portion of this Guaranty, the Franchise Agreement, or any related Agreement.

6. If more than one person or entity has signed this Guaranty as a Guarantor, the liability of each such Guarantor shall be joint, several and primary. Each Guarantor shall be bound by his/her/its/their signature block below, and such Guarantor's obligations hereunder are not contingent on any other Guarantor being bound hereby.

7. All notices required or permitted under this Guaranty must be in writing, must be personally delivered or mailed by registered or certified mail, return receipt requested, or by a nationally recognized courier service, to Choice at **Choice Hotels International, Inc., 1 Choice Hotels Circle, Suite 400, Rockville, Maryland 20850, Attention: General Counsel**, and to Guarantor care of the Designated Representative at the address set forth in the Franchise Agreement. Any notice by registered or certified mail or by courier service is deemed given and received at the date and time of sending. Guarantor may change its address only by written notice to Choice, and Choice may change our address by written notice to Guarantor.

8. This Guaranty will be interpreted under the substantive laws of Maryland, not including its conflict of laws provision or such provisions of any other jurisdiction.

9. Except for our claims for indemnification or actions seeking to enjoin you the use of any of our Intellectual Property or the Choice-Related Words in violation of the Franchise Agreement, any controversy or claim founded upon or arising out of or relating to this Guaranty, the Franchise Agreement, or any related Agreement, or to the breach of this Guaranty, the Franchise Agreement, or any related Agreement, will be sent to final and binding arbitration before either the American Arbitration Association, J.A.M.S., or National Arbitration Forum in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including its rules for emergency measures of protection, except to the extent that the Commercial Rules of the American Arbitration Association may be interpreted to require you or us to produce documents, witnesses, or information at a time other than at a hearing on the claim without our mutual consent. In the event more than one demand for arbitration is filed in connection with this Guaranty, the Franchise Agreement, or any related Agreement, the demand filed with the American Arbitration Association, J.A.M.S., or National Arbitration Forum office having jurisdiction over Maryland proceedings shall take precedence, and any other demand shall be withdrawn and presented in the Maryland filing. The arbitrator will apply the substantive laws of Maryland, without reference to its conflict of laws provision, except that nothing herein shall be construed to establish independently a right to pursue claims under Maryland's Franchise Registration and Disclosure Law. Judgment on the arbitration award may be entered in any court having jurisdiction. If any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party, notwithstanding its failure to appear. Any arbitration will be conducted at Choice's headquarters office in Maryland. Nothing in this Section will be construed as requiring you or us to make a claim in arbitration before exercising any rights Choice or Guarantor may have to give notice of default or termination in accordance with the terms of this Guaranty.

IN WITNESS WHEREOF, the undersigned have set his/her/its/their hands and seals on the date noted above.

Add all Guarantors (entities & people individually)  
, Individually, Jointly and Severally

**(name of entity)**

By: \_\_\_\_\_ L.S.

Name:

Title:

Social Security No. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

, Individually

\_\_\_\_\_ L.S.

Social Security No. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

This Addendum to the Franchise Agreement (the "Agreement") pertains to franchises sold in the State of Illinois. If and to the extent that the Illinois Franchise Disclosure Act ("Illinois Franchise Disclosure Act" or "Act") applies to the Agreement, the following provisions supersede anything to the contrary in the Agreement:

1. Section 10 (Default Termination) of the Agreement is supplemented by the following:

If any of the provisions of this Section 10 governing termination are inconsistent with the provisions of Section 705/19 of the Illinois Franchise Disclosure Act, then such provisions of the Act will apply.

2. The provisions of Sections 20(f) and 21 of the Agreement and Section 8 of the MainStay Suites and Suburban Extended Stay Hotels Master Development Agreement, if applicable, that designate choice of law and jurisdiction for venue of any lawsuit in a forum outside of the State of Illinois, will be governed by the Illinois Franchise Disclosure Act, provided that the Agreement may provide for arbitration in a forum outside of Illinois.

3. Section 23 (WAIVER OF JURY TRIAL) of the Agreement is supplemented by the following:

If any provisions of this Section of the Agreement are inconsistent with the provisions of Section 705/41 of the Illinois Franchise Disclosure Act, then such provisions of the Act will apply to the extent such law is constitutional and the jurisdictional requirements of the Act (as amended) are met.

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

The parties to this Addendum agree to be bound by the terms of this Addendum as of the effective date of the Agreement as evidenced by their signatures below.

Witness:

**Choice Hotels International, Inc.,**  
a Delaware corporation

\_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_ L.S.  
Name:  
Title:  
Date:



ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO  
THE MINNESOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement (the "Agreement") pertains to franchises sold in the State of Minnesota. If and to the extent that the Minnesota Franchise Disclosure laws apply to the Agreement, the following provisions supersede anything to the contrary in the Agreement:

1. Minnesota Law may provide 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 of notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

2. According to Minnesota Statute Section 2860.4400 (D), no release language in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws on franchising in Minnesota, provided that this part will not bar the voluntary settlement of disputes.

3. Any provision in the Agreement that requires you to consent to liquidated damages and/or termination penalties is deleted from the Agreement if issued in Minnesota.

4. The Franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logos, slogans and other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of the use of any trade or service mark in compliance with the Agreement.

5. The following language will appear at the end of Section 20(f) of the Agreement if issued in Minnesota:

"Pursuant to Minnesota Statutes, Section 80C.21, this Section does not abrogate or reduce any rights of the franchisee as provided for in the Minnesota Statutes 1987, Chapter 80C."

6. All other rights, obligations and provisions of the Agreement remain in full force and effect. Only the Sections added to or amended by the Addendum are affected. This Addendum is incorporated in and made part of the Agreement if and to the extent the Minnesota Franchise Investment Law applies.

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

Witness:

**Choice Hotels International, Inc.,**  
a Delaware corporation

\_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_ L.S.  
Name:  
Title:  
Date:

ADDENDUM TO THE FRANCHISE AGREEMENT FOR NEW YORK

This Addendum to the Franchise Agreement (the "Agreement") pertains to franchises sold in the State of New York. If and to the extent that the New York General Business Law regarding franchises applies to the Agreement, the following provisions supersede anything to the contrary in the Agreement:

1. If the Agreement requires that it be governed by the law of a state, other than the State of New York, the choice of law provision will not be considered to waive any rights conferred upon the franchisor or upon the franchisee under New York General Business Law, Article 33, Sections 680 through 695.
2. We will not assign our rights under the Agreement except to an assignee who in our good faith and judgment is willing and able to assume our obligations under the Agreement.
3. If your franchise is located in the state of New York, you may terminate the Agreement on any ground available by law.
4. All other rights, obligations and provisions of the Agreement remain in full force and effect. Only the Sections added to or amended by this Addendum are affected. This Addendum is incorporated in and made part of the Agreement if and to the extent the New York General Business Law applies.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

Witness:

**Choice Hotels International, Inc.,**  
a Delaware corporation

\_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_ L.S.  
Name:  
Title:  
Date:

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF NORTH  
DAKOTA

This Addendum to the Franchise Agreement (the "Agreement") pertains to franchises sold in the State of North Dakota. If and to the extent that the North Dakota franchise statutes and regulations apply to the Agreement, the following provisions supersede anything to the contrary in the Agreement:

1. The North Dakota Franchise Law prohibits a franchisor from requiring a franchisee to consent to liquidated damages and termination penalties. If the Agreement contains a provision that is inconsistent with the North Dakota Franchise Law, the provisions of the Agreement will be superseded by the North Dakota Franchise Law's requirements and Franchisee will not be deemed to have consented to the calculation of the amount of such damages.
2. Sections 20(f) and 21 of the Agreement require: (a) the Agreement to be governed and interpreted under Maryland Law, and (b) certain disputes to be resolved by arbitration in Maryland. To the extent that such provisions conflict with the North Dakota Franchise Law, the North Dakota Franchise Law will control.
3. Section 23 of the Agreement require Franchisee and Franchisor to waive their respective rights to a jury trial. To the extent such provisions violate North Dakota Franchise Law, such law will prevail and such provisions will not apply with respect to claims thereunder.
4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties to this Addendum agree to be bound by the terms of this Addendum as of the effective date of the Agreement as evidenced by their signatures below.

Witness:

**Choice Hotels International, Inc.,**  
a Delaware corporation

\_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_ L.S.  
Name:  
Title:  
Date:

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement (the "Agreement") pertains to franchises sold in the State of Rhode Island. If and to the extent that the Rhode Island franchise statutes and regulations apply to the Agreement, the following provisions supersede anything to the contrary in the Agreement:

1. If Section 20(f) of the Agreement is inconsistent with § 19-28.1.-14 of the Rhode Island Franchise Investment Act, which states that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside the state of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act, then said Rhode Island law will apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

Witness:

**Choice Hotels International, Inc.,**  
a Delaware corporation

\_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_ L.S.  
Name:  
Title:  
Date:

### Washington Franchise Agreement Addendum

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

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

Section 18(b) of the Franchise Agreement or Membership Agreement is hereby amended to delete the following language: "on which you may rely." The remainder of Section 18(b) remains intact.

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

The undersigned does hereby acknowledge receipt of this addendum. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Franchisor

Franchisee

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement pertains to franchises sold in the State of Wisconsin. If and to the extent that the Wisconsin franchise statutes and regulations apply to this Agreement, the following provisions supersede anything to the contrary in the Franchise Agreement:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Franchise Agreement.
  
2. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

Witness:

**Choice Hotels International, Inc.**,  
a Delaware corporation

\_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_ L.S.  
Name:  
Title:  
Date:

**EXHIBIT E**



[LOGO]

CHOICE HOTELS INTERNATIONAL, INC.

[BRAND]

MASTER DEVELOPMENT AGREEMENT

[DEVELOPER]

## TABLE OF CONTENTS

RECITALS .....	1
1. GRANT .....	1
1.1 Grant .....	1
1.2 Exclusivity .....	1
1.3 Existing Exceptions.....	1
1.4 Reserved Rights.....	2
1.5 Not a Franchise Agreement .....	2
1.6 Permitted Assignment.....	2
2. TERM .....	2
3. RIGHTS DEPOSIT .....	2
4. OBLIGATIONS OF THE PARTIES.....	2
4.1 Development Schedule .....	2
4.2 Franchise Agreements.....	3
4.3 Failure to Meet Development Schedule .....	3
4.4 Legal Compliance .....	3
4.5 Development of Additional Hotels During Term.....	3
5. DEFAULT AND TERMINATION .....	3
5.1 Immediate Termination by Choice.....	3
5.2 Termination After Opportunity to Cure .....	4
5.3 Reduction or Elimination of Developer Rights.....	4
5.4 Costs and Attorneys' Fees.....	4
5.5 No Cross-Default .....	5
6. TRANSFERS .....	5
6.1 Transfer by Choice.....	5
6.2 Transfer by Developer .....	5
7. RELATIONSHIP OF THE PARTIES .....	5
8. GOVERNING LAW, COSTS OF ENFORCEMENT, WAIVERS .....	5
8.1 Governing Law.....	5
8.2 Arbitration.....	5
8.3 Venue .....	6
8.4 Cost.....	6
8.5 WAIVER OF PUNITIVE DAMAGES .....	6
8.6 WAIVER OF JURY TRIAL .....	6

8.7	NO CLASS ACTIONS .....	6
8.8	Arbitration/Enforcement Costs.....	6
9.	MISCELLANEOUS .....	6
9.1	Entire Agreement.....	6
9.2	Confidentiality.....	7
9.3	Severability.....	7
9.4	Interpretation.....	7
9.5	No Third-Party Beneficiary.....	7
9.6	Waiver .....	7
9.7	Notices.....	7
9.8	Corrupt Practices.....	8
9.9	Sanctioned Persons.....	8
9.10	Developer’s Representations and Warranties .....	8

Exhibits

- EXHIBIT A - Exclusive Territories and Development Schedule
- EXHIBIT B - Exclusivity Exceptions
- EXHIBIT C - Definitions

## MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (this “MDA”) is entered into by and between **CHOICE HOTELS INTERNATIONAL INC.**, a Delaware corporation (“Choice”) and \_\_\_\_\_, a \_\_\_\_\_ (“Developer”) (each a “Party”, collectively the “Parties”) effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

### RECITALS

- A. Capitalized terms not defined in the body of this MDA have the meanings set forth in **Exhibit C** (“Definitions”) attached hereto and incorporated herein by reference.
- B. Choice and Choice’s Affiliates own and operate the System and the Proprietary Marks.
- C. Developer wishes to develop newly constructed hotels (each a “Hotel” and collectively the “Hotels”) branded as **[BRAND]** (each a “System Property” and collectively the “System Properties”) with each System Property subject to a separate Franchise Agreement.
- D. Choice wishes to grant Developer the exclusive right to develop, open, and operate a minimum of \_\_\_\_\_ ( ) System Properties within the \_\_\_\_\_ ( ) geographically defined areas set forth on **Exhibit A** (each an “Exclusive Territory”, and together “Exclusive Territories”) and enter into Franchise Agreements for each System Property developed by Developer or its Affiliate, pursuant to the terms and conditions of this MDA during the Term.

NOW, THEREFORE, in consideration of the promises in this MDA and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Developer and Choice agree as follows:

### 1. GRANT

- 1.1 Grant. Subject to the terms of this MDA, Choice hereby grants Developer the exclusive right to develop, open, and operate System Properties in the Exclusive Territories with the number of System Properties per Exclusive Territory set forth in **Exhibit A** (the “Development Schedule”). Developer may assign its rights to submit an Application and enter into a Franchise Agreement for the development of any System Property to an Affiliate as set forth in Section 4.1 and Section 4.2.
- 1.2 Exclusivity. Except as provided in Section 1.3 and Section 1.4, so long as Developer continues to meet the development thresholds set forth in the Development Schedule, neither Choice nor any of Choice’s Affiliates will operate or allow any third party to operate any System Property in an Exclusive Territory until the earlier of (i) the last date to open a System Property under the Development Schedule for such Exclusive Territory, or (ii) the date Developer signs the minimum number of Franchise Agreements required under the Development Schedule for such Exclusive Territory, or (iii) the end of the Term.
- 1.3 Exclusivity Exceptions. The exclusivity set forth in Section 1.2 does not apply to the System Properties listed as “Exclusivity Exceptions” in **Exhibit B**, which consists of System Properties that are either open for business or under development with pending Applications or executed franchise agreements as of the Effective Date of this MDA, nor does the exclusivity set forth in Section 1.2 apply to (a) the relicensing of any System

Property listed as an Exclusivity Exception, or (b) the licensing of any System Property at any location inside the Exclusive Territory that replaces a System Property listed as an Exclusivity Exception which has departed or which is scheduled to depart the System; provided, however, Choice will not grant a replacement franchise inside the Exclusive Territory if the replacement hotel would entail more than a 50% increase in the number of rooms over that of the departed/departing hotel.

- 1.4 Reserved Rights. Choice and Choice's Affiliates reserve the right to own, operate, franchise, or otherwise allow any person to own or operate (i) System Properties and other Affiliate System Hotels at any location outside the Exclusive Territories; and (ii) Affiliate System Hotels at any location inside the Exclusive Territory.
- 1.5 Not a Franchise Agreement. The System Properties developed under this MDA shall be established and operated pursuant to a separate Franchise Agreement (each, a "**Franchise Agreement**") as provided in Section 4.2. This MDA is not a Franchise Agreement. The right of Developer or an Affiliate to use the Proprietary Marks and System will arise solely out of, and be limited as set forth in, an applicable Franchise Agreement for each System Property.
- 1.6 Permitted Assignment. From time to time, Choice may request Developer's consent to permit a different Choice franchisee to develop a System Property within one of the Exclusive Territories during the exclusive development period. If Developer provides such consent, in writing, Choice agrees to credit the third party franchisee's executed franchise agreement towards Developer's Development Schedule obligations in the Exclusive Territory. Once the third party's franchise agreement is fully executed, at Developer's option, Choice will either refund Developer its prepaid \$50,000 affiliation fee or credit such fee towards a future System Property.

## **2. TERM**

- 2.1 Term. This MDA commences on the Effective Date and, unless otherwise terminated pursuant to the terms provided herein or extended upon mutual agreement of the Parties hereto, expires on the date that is the earlier of (i) the last date to open a System Property under the Development Schedule, as it may be extended in accordance with the terms of this MDA, or (ii) the date Developer signs the minimum number of Franchise Agreements required under the Development Schedule (the "**Term**").

## **3. RIGHTS DEPOSIT**

- 3.1 Deposit. On or before the Effective Date of this MDA, Developer will deposit \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with Choice (the "**Rights Deposit**"), which shall be credited to Developer as set forth in Section 4.1 or reimbursed to Developer as set forth in Section 1.6. The Rights Deposit is fully earned and non-refundable when both Developer and Choice sign this Agreement whether or not you enter into all Franchise Agreements pursuant to the Development Schedule.

## **4. OBLIGATIONS OF THE PARTIES**

- 4.1 Development Schedule. Developer or an Affiliate must submit an Application (the "**Application**") for a Franchise Agreement for each System Property that Developer or such

Affiliate intends to develop under this MDA. Choice will process each Application according to Choice's then-current standards for approval of Franchise Agreements. Choice will not unreasonably withhold, condition or delay its approval of any Application. Upon written approval of the Application by Choice, and full execution of a Franchise Agreement by Choice and Developer or an Affiliate, Choice will credit fifty thousand dollars (\$50,000) of the Rights Deposit against the Affiliation Fee (the "**Affiliation Fee**") associated with each Franchise Agreement. Franchise Agreements must be executed by the deadline set forth in the Development Schedule.

- 4.2 Franchise Agreements. Each Franchise Agreement will be on Choice's then-current form, provided that:
- 4.2.1. The Royalty Fee will be six percent (6%) of Room Revenue, for the duration of the Term;
  - 4.2.2. The System Fee will be two and one-half percent (2.5%) of Room Revenue for the duration of the Term (subject to adjustment in accordance with the Franchise Agreement);
  - 4.2.3. The Affiliation Fee of fifty thousand dollars (\$50,000) will be credited from the Rights Deposit after approval of each Application and execution of each Franchise Agreement.
- 4.3 Failure to Meet Development Schedule. If Developer (i) fails to execute the minimum number of Franchise Agreements required under the Development Schedule, or (ii) fails to commence construction on or open a System Property in accordance with the deadlines set forth in the Franchise Agreement, then Developer will forfeit such Exclusive Territory and such portion of the Rights Deposit not previously credited against Affiliation Fees equal to \$50,000 multiplied by the remaining number of System Properties specifically allocated to the applicable Exclusive Territory.
- 4.3.1. Notwithstanding the foregoing, if an Application is under review by Choice, then the corresponding Development Schedule for the applicable Exclusive Territory shall be extended until the Application is either approved or denied by Choice.
  - 4.3.2. The termination with respect to one Exclusive Territory shall not terminate Developer's right to develop System Properties allocated to any other Exclusive Territory that has not been terminated.
- 4.4 Legal Compliance. In developing System Properties and otherwise performing Developer's obligations under this MDA, Developer must strictly comply with all applicable Laws. Developer will notify Choice promptly and in writing if Developer reasonably believes that any obligation under this MDA or any provision of the System violates any Law.
- 4.5 Development of Additional Hotels During Term. During the Term, Developer may, but is not obligated to, enter into Franchise Agreements for additional System Properties outside of the Exclusive Territories, subject to Choice's standard franchise application and approval procedures. If Choice permits Developer to develop System Properties in areas other than

the Exclusive Territories, such franchise agreements will not count toward Developer's development obligations under this MDA.

## 5. **DEFAULT AND TERMINATION**

5.1 Immediate Termination by Choice. Choice may terminate this MDA immediately, without giving Developer an opportunity to cure the default, effective upon Choice's delivery of written notice to Developer (or such later date as required by Law), without the need to obtain the authorization of any third party or any arbitral, judicial or administrative resolution and without liability to Developer, if:

5.1.1. Developer commences any case, proceeding or other action seeking Developer's reorganization, arrangement, adjustment, liquidation, dissolution or composition or of Developer's debts under any Laws relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Developer or for all or any substantial part of Developer's property;

5.1.2. Any case, proceeding or other action against Developer is commenced seeking to have an order for relief entered against Developer as debtor, or seeking Developer's reorganization, arrangement, adjustment, liquidation, dissolution or composition or of Developer's debts under any Laws relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Developer or for all or any substantial part of Developer's property, and such case, proceeding or other action: (i) results in the entry of any order for relief against Developer which is not fully stayed within seven (7) days after entry, or (ii) remains undismissed for a period of forty-five (45) days after entry;

5.1.3. Developer breaches Section 9.8 (Corrupt Practices) or Section 9.9 (Sanctioned Persons);

5.1.4. Developer or any of its members is, or Choice discovers that Developer or any of its members has been, convicted of a felony; or

5.1.5. Developer knowingly submits false reports or other information of a material nature to Choice.

5.2 Termination After Opportunity to Cure. Choice may terminate this MDA, effective on the date stated in Choice's written notice (or the earliest date permitted by Law), without the need to obtain the authorization of any third party or any arbitral, judicial or administrative resolution and without liability to Developer, if:

5.2.1. Developer fails to pay Choice any fees or other amounts when due under this MDA, and does not cure that default within ten (10) days after Choice delivers written notice of default to Developer; or

- 5.2.2. Subject to Choice's immediate right to terminate in Section 5.1, Developer fails to comply with any other provision of this MDA or Laws and does not cure that default within thirty (30) days after Choice delivers written notice of default to Developer.
- 5.3 Reduction or Elimination of Developer Rights. In lieu of termination, Choice may reduce or eliminate all or only certain of Developer's rights under this MDA (including, but not limited to, reducing the size of the Exclusive Territory; reducing the number of System Properties to be developed under the Development Schedule; or limiting Developer's exclusivity).
- 5.4 Costs and Attorneys' Fees. In addition to other available remedies, if Choice terminates this MDA as a result of Developer's default, Developer must pay Choice all of Choice's associated costs and expenses, including attorneys' fees.
- 5.5 No Cross-Default. A default under this MDA does not constitute a default under any Franchise Agreement.

## **6. TRANSFERS**

- 6.1 Transfer by Choice. Choice may, in its reasonable discretion, transfer this MDA, all or any part of Choice's rights, duties or obligations under this MDA, to an entity (i) that is sufficiently capitalized; (ii) that is experienced and qualified to act as franchisor of the System; and (iii) who expressly assumes Choice's obligations. Such a Transfer will constitute a release and novation and Choice will not have any further obligations under this MDA.
- 6.2 Transfer By Developer. Developer may transfer this MDA, all or any part of Developer's rights, duties or obligations under this MDA (including any pledge of this MDA to any mortgage lender), to any Person who is approved by Choice. Choice's approval will not be unreasonably withheld, delayed, or conditioned, but will require, among other things, that the transferee entity (i) is sufficiently capitalized; (ii) is experienced and qualified to act as a developer hereunder; and (iii) expressly assumes Developer's obligations hereunder. Such a Transfer will cause such transferee to take over all of Developer's rights under this MDA and Developer will have no further obligations hereunder. Choice has the right to require payment of its then-current transfer fee.

## **7. RELATIONSHIP OF THE PARTIES**

- 7.1 The business relationship between Choice and Developer is defined entirely by this MDA. This MDA does not create a franchise, partnership, joint venture, affiliate, agency, fiduciary, or employment relationship. Developer acknowledges that Choice does not (a) direct, supervise, manage, dictate, control, nor have the right to control Developer's labor or employment matters nor (b) have the right to set any terms or conditions of employment for Developer's employees.

## **8. GOVERNING LAW, COSTS OF ENFORCEMENT, WAIVERS**

- 8.1 Governing Law. This MDA shall be governed by and construed in accordance with the laws of the state of Maryland and the reference to such laws shall not, by the application of conflict of law rules, or otherwise require the application of the laws in force in any jurisdiction other than the state of Maryland; except that nothing herein shall be construed



to establish independently a right to pursue claims under Maryland's Franchisee Registration and Disclosure Law.

- 8.2 Arbitration. Except for actions/claims seeking an injunction or equitable relief, any other controversy or claim arising out of or relating to this MDA, or the breach of this MDA, including any claim that this MDA or any part of this MDA is invalid, illegal, or otherwise voidable or void, will be sent to final and binding arbitration before the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including its rules for emergency measures of protection, except to the extent that the Commercial Rules of the American Arbitration Association may be interpreted to require Choice or Developer to produce documents, witnesses, or information at a time other than at a hearing on the claim without the mutual consent of the parties. In the event more than one demand for arbitration is filed in connection with this MDA, the demand filed with the American Arbitration Association office having jurisdiction over Maryland proceedings shall take precedence, and any other demand shall be withdrawn and presented in the Maryland filing. Judgment on the arbitration award may be entered in any court having jurisdiction. If any Party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party, notwithstanding its failure to appear. Any arbitration will be conducted at Choice's headquarters office in Maryland. Nothing in this Section 8.2 will be construed as requiring Choice to make a claim in arbitration before exercising any rights Choice may have to give notice of default or termination in accordance with the terms of this MDA.
- 8.3 Venue. Any Claim brought by any Party against the other in any forum or court, whether federal or state, which is not subject to arbitration under Section 8.2, shall be brought within the judicial district in which Choice's U.S. principal place of business is at the time the action or proceeding is initiated, and both Parties consent to personal jurisdiction in that forum.
- 8.4 Cost. Except as set forth in Section 8.8, each Party shall bear the cost of their respective legal counsel and other costs related to the various agreements and transactions contemplated by this MDA.
- 8.5 WAIVER OF PUNITIVE DAMAGES. THE PARTIES EACH WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES AGAINST EACH OTHER.
- 8.6 WAIVER OF JURY TRIAL. THE PARTIES EACH WAIVE TRIAL BY JURY OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, BROUGHT AGAINST EACH OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN THE ACTION OR PROCEEDING.
- 8.7 NO CLASS ACTIONS. NEITHER DEVELOPER NOR CHOICE SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY, ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT. YOU AGREE AND ACKNOWLEDGE THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN YOU AND US OR ANY AFFILIATE OF OURS WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

- 8.8 Arbitration/Enforcement Costs. If either Party shall initiate a legal proceeding to enforce its rights hereunder, the prevailing party in such legal proceeding shall be entitled to recover from the other Party all costs, expenses and reasonable legal fees incurred in connection with such proceeding.

## 9. MISCELLANEOUS

- 9.1 Entire Agreement. This MDA, together with any agreements to be executed and delivered pursuant to this MDA, constitutes the entire agreement between the Parties with respect to the subject matter of this MDA and supersedes all prior understandings and writings between them. This MDA may not be modified except by an instrument in writing executed and delivered by both Parties.
- 9.2 Confidentiality. Choice and Developer each agree to keep confidential the terms of this MDA and shall not disclose (and shall direct their respective agents not to disclose) the terms of this MDA or any discussions or negotiations in relation to this MDA, except as may be required by applicable law or regulatory authority. This Section 9.2 shall survive the termination of this MDA.
- 9.3 Severability. If any provision of this MDA is determined to be void, illegal, or unenforceable under the law, all other provisions of this MDA shall continue in full force and effect, and the Parties will negotiate in good faith to replace the void, illegal or unenforceable provision with a valid, legal and enforceable provision that corresponds as close as possible to the spirit and purpose of the void, illegal, or unenforceable provision.
- 9.4 Interpretation. Section headings are for convenience and are not to be used to interpret the Sections to which they refer. All Exhibits and Schedules to this MDA are incorporated by reference. Words indicating the singular include the plural and *vice versa* as the context may require. References to days, months and years are all calendar references.
- 9.5 No Third-Party Beneficiary. There are no third-party beneficiaries to this MDA.
- 9.6 Waiver. No waiver by a party of any provision, or the breach of any provision, of this MDA shall be effective unless it is contained in a written instrument duly executed by the Party granting the waiver. Such waiver shall affect only the matter specifically identified in the instrument granting the waiver and shall not extend to any other matter, provision or breach. The failure of a Party to give notice to any other Party or to take any other steps in exercising any right, or in respect of the breach or non-fulfillment of any provision of this MDA, shall not operate as a waiver of that right, breach or provision nor shall any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law or in equity or otherwise.
- 9.7 Notices. All notices, requests or other communications required or permitted under this MDA shall be delivered in writing, either in person, by facsimile or email, overnight courier or by United States first-class mail. Postage prepaid, addressed, if to the Parties at the addresses set forth below, or to such other address as the Parties may specify by written notice. Notice shall be deemed given, delivered and received on: (a) the actual date of personal delivery (including delivery by overnight courier), or on the first Business Day thereafter if the delivery is not on a Business Day; (b) the date of a machine generated

confirmation of a completed facsimile or email transmission (or on the first Business Day thereafter if the transmission is not on a Business Day); or (c) three (3) days after deposit in the United States Mail as set forth above.

Notices to Choice:

Choice Hotels International Inc.  
1 Choice Hotels Circle, Suite 400  
Rockville, MD 20850  
Attn: General Counsel

Notices to Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

9.8 Corrupt Practices. Neither Party, nor any person acting for or on behalf of such Party, shall, and each Party acknowledges that the other Party will not: (a) make any expenditure for any unlawful purposes in the performance of its obligations under this MDA or in connection with its activities in relation thereto; or (b) bribe or offer to bribe any government official, any political party or official thereof, or any candidate for political office, for the purpose of influencing any action or decision of such person in their official capacity or any Government Entity of any jurisdiction, or for any other reason, or any third party. Each Party, and any person acting on behalf of such Party, shall comply with all applicable Anti-Corruption Laws and anti-money laundering laws and regulations in connection with the performance of this MDA (including construction, development, opening and operation of any System Property).

9.9 Sanctioned Persons. The Parties represent and warrant to each other that as of the Effective Date, and the Parties covenant throughout the Term, that the Parties, the Parties' directors, officers, shareholders, managers, and members are not (and will not be) and are not (and will not be) owned or controlled by, or acting on behalf of, any Sanctioned Persons. The Parties will notify each other in writing immediately upon the occurrence of any event which would render the foregoing representation, warranty and covenant incorrect.

9.10 Developer's Representations and Warranties. Developer represents and warrants to Choice as of the Effective Date as follows:

9.10.1. **DISCLOSURE.** DEVELOPER ACKNOWLEDGES THAT DEVELOPER HAS RECEIVED FROM CHOICE A FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY FEDERAL OR STATE LAW AT LEAST FOURTEEN (14) DAYS BEFORE DEVELOPER HAS EXECUTED THIS MDA OR PAID ANY CONSIDERATION TO CHOICE.

9.10.2. **INDEPENDENT INVESTIGATION.** DEVELOPER ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED HEREUNDER, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS MDA INVOLVES BUSINESS RISKS, AND THAT

DEVELOPER'S SUCCESS WILL BE LARGELY DEPENDENT UPON DEVELOPER'S ABILITY AS INDEPENDENT BUSINESSPERSONS. CHOICE EXPRESSLY DISCLAIMS THE MAKING OF, AND DEVELOPER ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS MDA

9.10.3 **SYSTEM PROPERTY SITES.** DEVELOPER ACKNOWLEDGES THAT IT SHALL POSSESS ULTIMATE RESPONSIBILITY FOR THE DECISION OF ANY SITE THAT DEVELOPER CHOOSES TO DEVELOP. DEVELOPER ALSO ACKNOWLEDGES THAT CHOICE HAS GIVEN NO REPRESENTATION, PROMISE, OR GUARANTEE OF DEVELOPER'S SUCCESS IN GENERAL OR IN ANY EXCLUSIVE TERRITORY AND THAT DEVELOPER SHALL BE SOLELY RESPONSIBLE FOR ITS OWN SUCCESS IN GENERAL AND IN ANY EXCLUSIVE TERRITORY.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this MDA as of the Effective Date.

**CHOICE HOTELS INTERNATIONAL, INC.,**  
**a Delaware corporation**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**EXCLUSIVE TERRITORIES AND DEVELOPMENT SCHEDULE**

1. Exclusive Territory. As used in this MDA, the “**Exclusive Territories**” consist of \_\_\_\_\_ ( ) geographically defined areas with the right to develop the number of System Properties per Exclusive Territory, all as set forth in the table below:

<b>Exclusive Territories</b>	<b>System Properties per Exclusive Territories</b>
	Minimum of _____ System Properties
	Minimum of _____ System Properties
<b>Total</b>	<b>Minimum of _____ System Properties</b>

2. Development Schedule: Developer shall develop and open a minimum of \_\_\_\_\_ ( ) System Properties within the Exclusive Territories pursuant to the below schedule and the terms of the Franchise Agreements:

<b>Deadline</b>	<b>Cumulative Number of Executed Franchise Agreements in _____ Territory</b>	<b>Cumulative Number of Executed Franchise Agreements in _____ Territory</b>	<b>Cumulative Number of Executed Franchise Agreements in _____ Territory</b>
First (1 <sup>st</sup> ) Anniversary of the Effective Date			
Second (2 <sup>nd</sup> ) Anniversary of the Effective Date			
Third (3 <sup>rd</sup> ) Anniversary of the Effective Date			

**EXHIBIT B**  
**EXCLUSIVITY EXCEPTIONS**

Exceptions: The exclusivity granted in Section 1.2 of the MDA does not apply to the following locations and properties in the Exclusive Territories, which may be modified by Choice consistent with Section 1.2 (i.e., any System Property open and operating, in development with a pending Application, subject to an executed franchise agreement as of the Effective Date, or with a Replacement System Property).

## EXHIBIT C DEFINITIONS

The following capitalized terms will have the meanings set forth after each term:

**“Affiliate”** means with respect to a person (including any legal person), (i) a person (including any legal person) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person; and (ii) any parent, spouse, lineal descendent or adopted child of such person, any spouse or adopted child of any such descendant or any child of such spouse, the executors, administrators, conservators, or personal representatives of any such person or any person referred to in this clause (ii) and any person which, directly or indirectly, is owned or controlled by one or more of the persons referred to in this clause (ii).

**“Affiliate System Hotels”** means Hotels under another franchise system or chain owned and operated by Choice or its Affiliates under another name, trade name, service mark, trademark, logo, emblem, or other indication of origin other than the Proprietary Marks.

**“Affiliation Fees”** means the fee of Fifty Thousand Dollars (\$50,000) due upon execution and delivery of the Application and Franchise Agreement as provided in Article 4.

**“Anti-Corruption Laws”** means the (i) the United Nations Convention Against Corruption; (ii) the U.S. Foreign Corrupt Practice Act, available in many languages a, 15 U.S.C. § 78m, 78dd-1, 78dd-2, and 78dd-3; (iii) the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (and related implementing legislation); (iv) the relevant common law or legislation from time to time in force in England and Wales, including the Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001, the Criminal Law Act 1977, and The Bribery Act 2010; and (v) any anti-bribery or anti-corruption provisions in the criminal, anti-competition, anti-bribery and/or anti-corruption laws of the jurisdiction in which Developer operates; together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction.

**“Application”** means Developer’s application to enter into a Franchise Agreement for a proposed Site for approval by Choice.

**“Brand”** means the brand name of the System Properties.

**“Choice Marks”** means collectively all of the trademarks and trade names, including, but not limited to, the Brand Mark, the trademarks and trade names ASCEND®, CAMBRIA®, COMFORT INN®, COMFORT SUITES®, CLARION®, CLARION POINTE®, QUALITY®, SLEEP INN®, MAINSTAY SUITES®, SUBURBAN EXTENDED STAY HOTEL®, WOODSPRING SUITES®, ECONO LODGE®, RODEWAY INN®, and the names of Choice’s Property management System and Reservation System, together with all related logos, trade dress, and any other additional or substituted trademarks, trade names, service marks or logos (whether registered or not), that are currently owned, licensed or used by Choice or its Affiliates or that Choice or its Affiliates later adopt, purchase or develop.

**“Control”** (and any form thereof, such as **“controlling”** or **“controlled”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or 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.

**“Development Schedule”** means the deadlines set forth in **Exhibit A** to this MDA.

**“Effective Date”** has the meaning defined in the preamble to this MDA.

**“Franchise Agreement”** means an agreement to be entered into by Developer and Choice Hotels International Inc. to operate as a Franchisee under the Proprietary Marks.

**“Franchise Disclosure Document”** means that certain document that Choice provides to prospective franchisees of System Properties as required by the trade regulation rule of the Federal Trade Commission entitled “Disclosure Requirements and Prohibitions Concerning Franchising” and as Choice may update from time to time.

**“Government or Government Entity”** means: (i) any agency, instrumentality, subdivision or other body of any national, regional, local or other government; (ii) any commercial or similar entities owned or controlled by such government, including any state-owned and state-operated companies; (iii) any political party; and (iv) any public international organization.

**“Hotel”** means each hotel located at a Site that Developer develops pursuant to this MDA. The Hotel includes all structures, facilities, appurtenances, guest rooms, meeting facilities, supplies, entrances, exits, and parking areas located on the Site or any other real property that Choice approves for Hotel expansion, signage, or other facilities.

**“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, Site or over Developer 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.

**“Master Development Agreement”** or **“MDA”** means this Master Development Agreement, including any Exhibits, attachments and addenda.

**“Metropolitan Statistical Area”** is a geographic area defined by the federal Office of Management and Budget for use by federal statistical agencies, based on the concept of a core area with a large population nucleus, plus adjacent communities having a high degree of economic and social integration with that core. Qualification of a Metropolitan Statistical Area requires the presence of an urbanized area with a total population of at least 50,000.

**“Party”** or **“Parties”** means Developer or Choice when referred to individually, and collectively when referred to in plural.

**“Person(s)”** means a natural person or entity.

**“Proprietary Marks”** means the name set forth in Recital C of this MDA, and such names and other trade names, service marks, trademarks, logos, emblems, or other indication of origin as are now or hereafter designated by Choice as part of the System.



**“Rights Deposit”** means the amount set forth in Section 3.1, which is the product of the Affiliation Fee of fifty thousand dollars (\$50,000) multiplied by the number of System Properties to be developed pursuant to the Development Schedule. The Rights Deposit shall be credited towards the Affiliation Fee upon approval of each Application and execution of each Franchise Agreement in accordance with Section 4.1.

**“Room Revenue”** means revenues attributable to or payable for the use or occupancy of the guestrooms at the Site, including barter and credit transactions (before commissions and discounts for credit cards), whether or not collected, proceeds from any business interruption insurance or other loss of income insurance applicable to loss of revenues due to the non-availability of rooms, and proceeds for guaranteed no-show revenue and other cancellation fees which are collected, but excluding sales taxes, room taxes or other taxes collected by Developer from customers for transmittal to appropriate taxing authorities. Room Revenue shall also exclude revenue derived from vending, laundry exchange, and laundry machines. Room Revenue shall be accounted for in accordance with the Uniform System of Accounts for The Lodging Industry, Eleventh Revised Edition, 2014 (the **“2014 11th Edition”**), as published by the Hotel Association of New York City, Inc., except as otherwise provided in the accounting procedures set forth in the Standards; subject, however, to the right of Choice to designate any subsequent edition or to designate a reasonable alternative accounting system if, the 2014 11th Edition is no longer recognized as the authoritative lodging accommodations accounting practice.

**“Royalty Fee”** means the continuing royalty fee set forth in Section 4.2.1.

**“Sanctioned Person”** means: (a) the government of any country that is subject to an embargo imposed by the United States government or United Kingdom government; (b) in the event of entities, any Person located in, or organized under, the laws of any country that is subject to an embargo imposed by the United States government or United Kingdom government; (c) in the event of individuals, any Person that ordinarily reside in any country that is subject to an embargo imposed by the United States government or United Kingdom government; or (d) any Person identified from time to time by any government or legal authority under applicable laws as a Person with whom dealings and transactions by Choice and/or its Affiliates are prohibited or restricted, including Persons designated on the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers), any Person designated on the United Kingdom government’s asset freeze lists and similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, European Union, regional or national trade or financial sanctions.

**“Site”** means the real property on which the Hotel is located or to be located, as approved by Choice.

**“Standards”** means Choice’s confidential Brand standards, systems, guides, programs, other requirements (including those relating to insurance), directives, specifications, design criteria, and such other information, initiatives and controls that are necessary for planning, designing, constructing, renovating, refurbishing, and operating System Properties.

**“System”** means the distinctive design, décor, color scheme, and furnishings; the Proprietary Marks designated to be part of the System; standards, specifications, programs and procedures for operations; programs and procedures for quality control; training and assistance; advertising, direct sales, and promotional programs developed by Choice for the operation of a Property under the Proprietary Marks utilizing the Trade Secrets providing value-oriented, extended-stay accommodations; and may, now or in the future, include the Property Management System and Reservation System, loyalty program, business referral, gift card and credit card agreements, this MDA, the Brand Standards, and those identifying brand

characteristics as Choice may from time to time reasonably designate. Choice may add, change, modify, withdraw, or otherwise revise any element of the System in its sole discretion. Choice may operate multiple franchise systems under different Proprietary Marks in which case, for purposes of this MDA, "System" only encompasses the above to the extent applicable to the franchise system being licensed hereunder to the Franchisee.

**"System Fee"** means the continuing System Fee set forth in Section 4.2.2.

**"Taxes"** means all taxes (including any sales, gross receipts, value-added, goods and services, or similar taxes), levies, charges, impositions, stamp or other duties, fees, deductions, withholdings or other payments levied or assessed by any competent Government Entity.

**"Term"** has the meaning set forth in Section 2.1.

**"Transfer"** means any sale, conveyance, assignment, exchange, pledge, encumbrance, lease or other transfer or disposition, directly or indirectly, voluntarily or involuntarily, absolutely or conditionally, by operation of law or otherwise.

\* \* \*

**EXHIBIT F**

## **choiceADVANTAGE® Software Terms of Use**

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You acknowledge and agree that any product support and services provided with respect to the Software or this Site are provided by Choice or a third party (other than Microsoft) on Choice's behalf. Any capitalized terms not otherwise defined in these Terms of Use shall have the meaning set forth in your Franchise Agreement.

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### **Copyrights**

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\* For Canadian franchisees, you are entering into Terms of Use with Choice Hotels International Licensing ULC, an Alberta unlimited liability company.

operation of the Software or the Site and related product documentation or (ii) your technical system requirements for Choice to include in the Software or Site definition, design, implementation, use or operation, as provided by you from time to time.

## **Confidentiality**

Access to this Site and the Software is limited. You acknowledge and agree that both contain confidential material, including trade secrets, belonging to Choice or its licensors. Therefore, you may not disclose the Software or data contained in or results based on the operation of the Software or this Site, including Site content, to third parties without the prior express written consent of Choice. Excluded from this requirement is (a) information already available to or in your possession prior to disclosure through use of the Software or access to this Site; (b) information that is or becomes lawfully available to the public; or (c) information acquired from a person who is not known to you to be in breach of an obligation of confidentiality. Should you be compelled to disclose any confidential information relating to the Software or this Site by lawful order, subpoena, or other means of compulsion of a court or other tribunal of competent jurisdiction, you agree to provide Choice with immediate written notice of such impending disclosure and cooperate in and to take all steps reasonably necessary to protect the confidentiality of the information, including cooperating in obtaining a protective order and disclosing only that which is required by such order, subpoena, or means of compulsion.

## **Trademarks**

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## **Software Use and Site Access**

Subject to the terms and conditions in this agreement, Choice grants you a non-exclusive, non-transferable limited license during the term of your Franchise Agreement to use the Software and this Site only for your normal business purposes related to your franchise, as defined in your Franchise Agreement, so long as such use is in accordance with all laws and regulations. You may not reproduce, duplicate, copy, sell, resell, rent, lease, loan, mirror, frame, sublicense, assign, transfer, disclose or otherwise exploit the content on this Site or the Software for commercial use unless Choice provides you with prior written permission to do so. You agree that you will not use this Site to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be Choice or someone else, or spoof Choice's or someone else's identity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through this Site; (d) misrepresent your affiliation with a person or entity; (e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Software or this Site; (f) engage in activities that would violate any fiduciary relationship, any applicable local, state, provincial, federal or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making threats of harm; or (g) collect or store personal data or personal information about other users unless specifically authorized by such users. Choice may refuse service, terminate access, and/or cancel transactions at Choice's discretion without liability to you. You agree that all software, drawings, diagrams, specifications, documentation and other material relating to the Software and the use and service of this Site is confidential and the proprietary property of Choice or its licensors, and you shall acquire no rights in them, except as set forth in these Terms of Use.

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Choice will provide you with programming services, without additional charge, to correct errors to the Software and on the Site. However, Choice does not guarantee service timing or results or that all errors will be corrected.

In connection with your use of the Software and the Site, you agree to: (a) follow all operation instructions and the Rules and Regulations that accompany your Franchise Agreement; (b) provide access to your hardware and data transport system to enable Choice or third-party providers to perform whatever services or activities are required to assist you in your use of the Software and the Site; (c) have a representative trained in the use of the Software and the Site available to work with Choice in any support matters; and (d) update or replace the recommended hardware as required by Choice in order to accommodate changes to the Software or the Site.

Choice may, in our sole and absolute discretion, allow or disallow certain third parties to interface with the Software. You may not attach any third party equipment, interfaces or applications to the Software that have not been tested and approved in advance by Choice. You must receive Choice's prior written approval to use an interface with the Software in the form and manner required by Choice from time to time. Even if Choice approves a third party to interface with the Software, you are solely responsible for your use of any such third party equipment, interfaces or applications and shall indemnify, defend and hold harmless Choice from any third party claims relating to such third party equipment, interfaces or applications. Choice reserves the right to charge you a fee (e.g. an initial set up fee, or recurring fee) for using an interface with the Software. With respect to an interface that you are granted permission by Choice to use with the Software, you must maintain a valid agreement from the applicable third party provider to access and use such third party provider's system and services for as long as you are authorized by Choice to use such interface.

Choice reserves the right to update, modify, replace, terminate or otherwise change, at any time and in our sole discretion, any interfaces integrated with the Software.

## **Accessing Personal Information**

You may only access a person's personal information contained in the Software or Site if such person (a) has a reservation at your hotel, (b) previously stayed at your hotel or (c) is interested in making or confirming a reservation at your hotel. In all such cases, you may only use such person's personal information contained in the Software or Site for the purposes of check-in, check-out and/or billing. All other access to personal information or use of personal information is strictly prohibited. Personal means any data that relates to an identified or identifiable living person, including, but not limited to: name, address, telephone number, credit card number, Choice Privileges number, AAA or other membership number, passport, driver's license or other government ID number.

## **Your Security Obligations**

The Software and this Site are accessible from anywhere on the Internet. It is your responsibility to create, monitor, and manage (a) the individual user accounts that you are assigned and (b) their access rights to this Software and this Site. It is also your responsibility to disable assigned user accounts for those users who no longer need access to the Software or this Site. You acknowledge that it is possible to contract a computer virus or other malicious code by using the Internet or materials downloaded from it. You acknowledge that these viruses can cause degradation of the Software or this Site's performance. Therefore, you agree that you will install, update, and manage updated reasonable virus protection software on each computer that is used to access the Software and this Site.

You will use a transport layer security (TLS) 1.2 or higher, JavaScript and Cookie-enabled browsers to log into your account and perform transactions. The browser(s) currently supported for accessing the Software is: Microsoft Internet Explorer 11 or higher.

To access your account information, you will be required to enter a valid username and password. You will notice that Choice does not display your password in plain text as you enter it upon log-in; this is to provide an extra level of security. After a specific period of inactivity, the Software will automatically close your session. In order to reenter the

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You will use Choice's logout feature if you will be leaving your computer for any amount of time. Logging out will ensure your session is ended, and a username and password will be required to reenter the Software and this Site. You will close your browser after you log out. This will provide one more level of security to prevent someone from entering your previous session. You will promptly notify Choice of any unauthorized disclosures of your password or other breaches of your password or the security of the Software or this Site. You must keep the Software and all data generated by the Software and this Site strictly confidential. You may not disclose it to any third parties or use it, except for your normal business purposes, as permitted under your Franchise Agreement.

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## **Indemnification**

You agree, at your expense, to indemnify, defend and hold Choice and its subsidiaries and affiliates, as well as their respective officers, directors, employees, agents, distributors, franchisees, licensors (including Microsoft) and licensees, and their respective officers, directors, employees and agents, harmless from and against any judgments, losses, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys' and witness' fees and expenses) incurred in connection with or arising from any claim, demand, suit, action, or proceeding arising out of your breach of these Terms of Use or in connection with your use of the Software or this Site or any product or service related to the Software or this Site. You agree that you will immediately notify Choice in writing of the assertion of any claim by a third party or the discovery of any fact upon which the third party intends to base a claim hereunder. Choice reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, including the settlement thereof, which shall not excuse your indemnity obligations.

## **Termination**

Your right to access and use the Software and this Site shall terminate upon termination or expiration of your Franchise Agreement. In addition, Choice may terminate these Terms of Use and your right to use the Software or this Site in the event that you: (a) breach any of these Terms of Use; or (b) fail to make applicable payments associated with your use of the Software or this Site as specified in the Rules and Regulations that accompany your Franchise Agreement. In addition to any damages to which it may be entitled, Choice shall be entitled to reimbursement of all costs relating to the breach of the Terms of Use, including reasonable attorneys' and witness' fees. Your breach of these Terms of Use shall also cause irreparable harm to Choice and its licensors. You agree that damages may be an inadequate remedy for such breach and, therefore, in addition to its rights and remedies otherwise available at law, Choice will be entitled to equitable relief, including both a preliminary/interlocutory and



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For Canadian franchisees: These Terms of Use are governed exclusively by the laws of the Province of Ontario, without regard to its conflicts of law principles. Any controversy or claim arising out of or relating to these Terms of Use or relating to the use of the Software or this Site and the material contained in the Software or this Site shall be resolved in an Ontario court, and you expressly waive the right to file a lawsuit or proceeding in any other jurisdiction. You agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have against Choice arising out of or related to these Terms of Use must be filed within one (1) year after such claim or cause of action arises or this claim or cause of action will be forever barred.

## **Governing Language**

The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. *Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.*

## **General**

The waiver by Choice of a breach or right under these Terms of Use will not constitute a waiver of any subsequent breach or right. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which will otherwise remain in full force and effect. Choice will not be responsible for any delay or failure to provide the Software or this Site or any associated services, in whole or in part, due to the following factors as they affect Choice, its licensors, agents or representatives or the Software or this Site: federal, state or municipal action or regulation; strikes or other labor troubles; fire; damage; delay in transportation; shortages of raw materials, labor, fuel or supplies; sabotage; terrorism; insurrection, riot or other acts of civil disobedience or public enemy; and failures or interruptions in Internet service or other communication failures. You may not assign your rights or obligations under these Terms of Use, in whole or in part, without the prior written consent of Choice. For the purposes of these Terms of Use, an assignment shall include any assignments resulting from a merger, a transfer of all or substantially all of your assets, a change of control, or by operation of law. In the event that Choice finds it necessary to employ legal counsel or to bring an action at law or other proceeding against you to enforce any of the provisions of these Terms of Use, you agree to pay Choice, in addition to any damages for which you may be responsible, all reasonable attorneys' and witness' fees and expenses incurred by Choice. The obligations with respect to Copyrights, Confidentiality, Software Use and Site Access, Limitation of Liability, Indemnification, Termination, Governing Law, and these General provisions survive termination of your right of access to and use of the Software and this Site.

## **Reservation of Rights**

Any rights not expressly granted to you herein are reserved to Choice and its licensors.

## **Entire Agreement**

You acknowledge and agree that these Terms of Use, your Franchise Agreement and the applicable Rules and Regulations that accompany your Franchise Agreement (and, for Canadian franchisees, your choiceADVANTAGE Technology Services Agreement) are the complete and exclusive agreement between Choice and you relating to the Software and this Site, superseding all other agreements, proposals and communications (oral or written) related to the Software or this Site, including, without limitation, any prior Technology Services Agreement and Software

License in effect between Choice and you In the event of any conflict or ambiguity between these Terms of Use, your Franchise Agreement or and the applicable Rules and Regulations that accompany your Franchise Agreement, these Terms of Use shall control.

## **Address of Choice**

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**EXHIBIT G**

# Call Forwarding Reservations Services Program — Terms of Use

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**Thank You for Your interest in the Choice Hotels International, Inc. ("Choice") Call Forwarding Reservations Services Program (the "Program"). To enroll one or more of Your hotel properties in the Program, please review the terms below that will govern Your participation in and use of the Program ("Terms of Use"), select one or more of the two service options ("Service Options") that fits Your needs, and click on the "I Accept" button to agree to the Terms of Use. You will repeat this process for each property You intend to enroll in the Program.**

## Terms of Use

By clicking "I Accept" below, You are confirming that You are either (1) an authorized franchisee in good standing of Choice or its subsidiaries or affiliated companies ("**Franchisee**"), or (2) the Franchisee's general manager or another authorized employee (in each case, an "**Authorized Representative**"), and You accept and agree to these Terms of Use on behalf of Yourself and/or the Franchisee for Your participation in the Program and Service Option(s) for the specific hotel property You identify on the Hotel Questionnaire (the "**Hotel**"). These Terms of Use shall govern Your participation in and use of the Program and shall be binding on You and Your employees and contractors. Choice has the right to and may, in its sole discretion and from time to time, modify, add or remove any of the provisions, rights or obligations in these Terms of Use without notice or liability to You. We will post any changes we make to the Terms of Use on this Call Forwarding Webpage on Choice Central and, once posted, the changes will be effective immediately. You agree to review these Terms of Use from time to time. By Your participation in the Program after Choice posts any changes to the Terms of Use, You accept and agree to the Terms of Use, as modified.

As used in these Terms of Use, the terms "You" and "Your" shall mean you, as the person accepting these Terms of Use, the Franchisee, or any and all Authorized Representatives as applicable by the context used herein. Additionally, "we" or "us" or "our" shall mean Choice.

### 1. The Program.

Subject to these Terms of Use, Choice will make available to Your Hotel each of the Service Options described below. You will select the Service Option that fits Your needs for Your Hotel (Premium or DiGITAL) by checking the appropriate box at the end of each Service Option description.

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### **Service Option #1 — Premium**

Premium is available on either a seasonal basis (from April 1 to September 30) or on an annual basis.

With Premium, callers to Your Hotel will continue to use Your existing Main Number as they did before You enrolled in the Program. With this Service Option, You will assign to us and we will assume that Main Number (also referred to as the “**Ported Number**”) by executing a Letter of Agency we provide to you.

When calls are made to the Ported Number, they will be routed to an automated “interactive voice response” system (IVR) with a message specific to Your Hotel. The caller will be prompted to choose either “reservations” or “all other inquiries”, or a third option of your choice if required. If the caller chooses the "reservations" option, then the call will be forwarded to our Reservation Center and You will be charged the standard fee detailed in Section 3. If the caller chooses the "all other inquiries" option, then the caller be routed to Your Hotel’s front desk agent and no fee will apply. If you should also like to implement a third option on the IVR, calls will be transferred to a designated telephone number of your choice and no fee will apply.

To select Service Option #1 – Premium, Your Hotel must have, in addition to the Main Number, at least one other working phone number/phone line available at Your front desk (“**Secondary Number**”). Callers who chose the “all other inquiries” option will be routed to Your Hotel front desk via the Secondary Number.

You acknowledge that prior to activation of Service Option #1 – Premium, You are responsible for contacting Your phone company to ensure Your Secondary Number phone line is set up to roll all incoming calls to another available phone line if the Secondary Number phone line is in use. If this rollover feature (known as a “**Hunt Group**”) isn't set up properly, calls to the Secondary Number while in use may go unanswered or fail. You are responsible for any fees charged by the phone company in connection with the implementation of Service Option #1, including fees for setting up the Ported Number or Hunt Group.

You agree to continue to list the Main Number as Your Hotel's published phone number throughout Your participation in the Program. You also acknowledge that Choice will use commercially reasonable efforts to reassign the Ported Number back to Your Hotel upon termination of Your participation in the Program or Service Option #1, in accordance with the terms stated below in Section 4, however, Choice does not guaranty this reassignment back to Your Hotel.

**Select Service Option #1 — Premium**

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**Service Option #2 — DiGITAL**

DiGITAL is available on either a seasonal basis (from April 1 to September 30) or on an annual basis.

Choice will provide Your Hotel with its own unique Call Forwarding Number. Choice will substitute Your Hotel's published primary toll-number (the "Main Number") with a designated Call Forwarding Number for organic internet search results, and listings on the Choice Mobile App, ChoiceHotels.com and Choice reservation systems. This means that Incoming Calls can be made using the designated Call Forwarding Number. You must retain Your Hotel's Main Number and keep it operational throughout the course of Your participation in the Program.

Incoming Calls on Your Call Forwarding Number will be routed to an automated "interactive voice response" system (IVR) with a message specific to Your Hotel (similar to the Premium service). The caller will be prompted to choose either "reservations" or "all other inquiries," or a third option of your choice if required. If the caller chooses the "reservations" option, then the call will be forwarded to our Reservation Center and You will be charged the standard fee detailed in Section 3. If the caller chooses the "all other inquiries" option, then the caller be routed to Your Hotel's front desk agent and no fee will apply. If you should also like to implement a third option on the IVR, calls will be transferred to a designated telephone number of your choice and no fee will apply.

You also have the option to also have Incoming Calls on Your Call Forwarding Number routed through Your Hotel's PBX system. You then can treat the Incoming Call as a Manual Transfer or an Automatic Transfer, as outlined under Service Option #2. Dependent on your agreement with your telephone provider, additional fees may apply.

**Select Service Option #2 — DiGITAL**

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## 2. Obligations and Representations

Once You accept these Terms of Use and select Your Service Option(s), You will be enrolled in the Program and You will receive an e-mail confirmation including the Call Forwarding Technical Requirements & Hotel Questionnaire. You represent and warrant that the Hotel Questionnaire You submit is and will be complete and accurate. You agree to notify Choice promptly of any changes to the information You provide in the Hotel Questionnaire. If You wish to enroll additional Hotels in the Program, You must accept these Terms of Use and complete a separate Hotel Questionnaire for each Hotel.

Call Forwarding representatives have access to all your local negotiated rate plans through our reservation system. This includes rate plans You have loaded as Property Direct. It is Your responsibility to ensure every local negotiated rate plan has a loaded rate description.

To enable the full functionality of the Program, You may be required to take additional actions, such as providing us with certain information, directions and preferences. We will provide You with a supplemental Hotel Questionnaire detailing the requirements and requests if necessary. If You fail to satisfy the enrollment requirements and our requests, You may impair Your Hotel's ability to implement/participate in the Program.

You agree to follow all operation instructions and the requirements of the Program as may be set forth in the Rules and Regulations that accompany Your franchise agreement with Choice (the "**Franchise Agreement**") and which may apply to any of the Program Service Options.

## 3. Fees

You will pay Choice a fee of \$2.95 USD per call that is forwarded to the Reservation Center under any of the Service Options (the "**Fee**"). We have the right to increase the Fee at any time upon sixty (60) days' prior notice to You. The Fee is due and payable by You to us for each call that is forwarded to the Reservation Center, regardless of whether the forwarded call results in a booking. If You do not have room inventory available for the dates requested, the Reservation Center sales agent may cross-sell the caller to another hotel property within the Choice franchise system. We will invoice You monthly for the Fees and other amounts due under these Terms of Use and You must pay each invoice in full by the first day of the month following the month in which the invoice is issued. Choice reserves the right to suspend Your participation in and use of the Program if You fail to pay any invoice in a timely manner. Fees do not include any taxes. You are solely responsible for paying taxes applicable to Your participation in and use of the Program, which may include sales tax, gross receipts tax, use tax, transaction privilege tax or other taxes.

## 4. Term and Termination

The initial term for Your participation in the Program under any Service Option is six (6) months (the "Initial Term"). Your Hotel must remain enrolled in the Program for at least six (6) months and You may not cancel before the end of the Initial Term except as detailed below. After the Initial Term, You will continue to be enrolled until either party provides the other with thirty (30) days advance written notice of an intent to terminate. If You wish to take Your Hotel out of the Program early, You may do so by notifying us and paying an early exit fee of \$500 for each month remaining in the Initial Term (plus a pro rata share for the remaining portion of the current month).

## **Default and Termination**

*Non-payment.* We may terminate Your participation in the Program upon five (5) days written notice if You fail to timely pay any amounts due to Choice as a result of Your participation in the Program.

*Franchise Agreement Default, Termination or Expiration.* We may terminate Your participation in the Program immediately upon any default under the Program or Your Franchise Agreement and Your participation in and use of the Program will automatically terminate upon the expiration (or earlier termination) of the Franchise Agreement.

*Removal of Call Forwarding Number Published Listings (Service Option #2 only).* For Service Option #2, Your removal of the Call Forwarding Number from any or one of the following channels (or any other channel in which we list Your CF Number) constitutes a breach of these Terms of Use for which we may terminate immediately Your participation in the Program: organic internet search, Choice Mobile App, ChoiceHotels.com and Choice Reservations systems.

*Change of Main Number (Service Option #1 only).* For Service Option #1, it is a breach of these Terms of Use if Your Hotel takes on/publishes a new Main Number, in which case we may terminate immediately Your participation in the Program.

*Additional Remedies.* In addition to any damages to which it may be entitled, Choice will be entitled to reimbursement of all costs relating to the breach of the Terms of Use, including reasonable attorneys' and witness' fees. If, because of Your breach of the Terms of Use, we terminate Your participation in the Program during the first six months after Your enrollment, we will charge You the early exit fee. Your breach of these Terms of Use may also cause irreparable harm to Choice. You agree that damages may be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Choice will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Choice seeks such an injunction.

*Post Termination Reassignment of Ported Number (Service Option #1 only).* Upon termination of Your participation in the Program under Service Option #1 – Premium, we will use commercially reasonable efforts for ninety (90) days thereafter ("**Transfer Window**") to reassign the Ported Number back to Your Hotel. If we are unable to reassign the Ported Number back to Your Hotel during the Transfer Window, we may retain the Ported Number and/or forward it to a non-working line. You acknowledge that the actual termination of the Hotel's commitment and responsibility under Service Option #1 (including Your payment of Fees) will only become effective upon the earlier of: (a) the date the Ported Number is actually reassigned back to the Hotel (which will be determined by several factors outside of Choice's control), or (b) the last day of the Transfer Window.



## 5. Limitation of Liability

**You expressly understand and agree that neither Choice, its licensors, nor related parties shall be liable for any indirect, punitive, consequential, incidental or special damages of any kind resulting from these terms, access to or any use of, or inability to use or access, or reliance on, or functioning of, the Program, regardless of the basis upon which liability is claimed, even if Choice has been advised of the possibility of such loss of damage. In no event shall Choice's liability for damages, regardless of the form of action, exceed the fees You actually paid in the six (6) months immediately preceding Your claim.**

## 6. No Warranty

**Choice provides the Program "as is" and without warranties of any kind, either express or implied, except to the extent that any warranties implied by law cannot be validly waived or disclaimed. The disclaimed warranties, to the extent allowed by law, include but are not limited to the implied warranties of merchantability, non-infringement of intellectual property, and fitness for a particular purpose.**

**Choice makes no warranty that the Program will meet Your requirements or that it will be uninterrupted, timely, secure, or error free; nor does Choice make any warranty as to the results that may be obtained from Your participation in or use of the Program or as to the accuracy or reliability of any information obtained through Your participation in or use of the Program.**

**Choice shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, internet access providers, computer equipment, software, or any combination thereof including any injury or damage to Your or any other person's computer or networks as a result of using the Program. Choice makes no representations or warranties express or implied, with respect to the information received by or through Your participation in or use of the Program, including any representations or warranties as to the accuracy, completeness or timeliness of the information obtained by or through Your participation in or use of the Program.**

## 7. Indemnity

**You agree, at Your expense, to indemnify, defend and hold Choice, as well as its officers, directors, employees, agents, subsidiaries, affiliates, distributors, franchisees, licensors and licensees harmless from and against any judgments, losses, deficiencies, damages, liabilities, costs, and expenses (including**

reasonable attorneys' and witness' fees and expenses) incurred in connection with or arising from any claim, demand, suit, action, or proceeding arising out of Your breach of these Terms of Use or in connection with Your participation in or use of the Program or any product or service related to the Program. Choice reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, which shall not excuse Your indemnity obligations.

## 8. Trademarks

You acknowledge that Choice Hotels International®, Choice Hotels® and the trademarks associated with our brands are the sole property of Choice and are registered in the U.S. Patent and Trademark Office and other trademark offices around the world. Any use of these trademarks by You requires the prior express written consent of Choice.

## 9. Governing Law

Choice creates and controls the Program in the State of Maryland, U.S.A. Accordingly, these Terms of Use are governed by the laws of the United States and Maryland law, except the Maryland Uniform Computer Information Transactions Act, which is expressly disclaimed, and without regard to Maryland conflicts of law principles. Any controversy or claim arising out of or relating to these Terms of Use or relating to Your participation in or use of the Program and the materials related to the Program shall be resolved in a Maryland court. You agree that, regardless of any statute or law to the contrary, any claim or cause of action You may have against Choice arising out of or related to these Terms of Use must be filed within one (1) year after such claim or cause of action arises or this claim or cause of action will be forever barred.

## 10. General

The waiver by Choice of a breach or right under these Terms of Use will not constitute a waiver of any subsequent breach or right. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which will otherwise remain in full force and effect. Choice will not be responsible for any delay or failure of the Program or any associated services, in whole or in part, due to the following factors as they affect Choice, its licensors, agents or representatives or the Program: federal, state or municipal action or regulation; strikes or other labor troubles; fire; damage; delay in transportation; shortages of raw materials, labor, fuel or supplies; sabotage; insurrection, riot or other acts of civil disobedience or public enemy; and failures or interruptions in Internet service, networks or other communication failures. You may not assign Your rights under these Terms of Use, in whole or in part, without the prior written consent

of Choice. If Choice finds it necessary to employ legal counsel or to bring an action at law or other proceeding against You to enforce any of the provisions of these Terms of Use, You agree to pay Choice, in addition to any damages for which You may be responsible, all reasonable attorneys' and witness' fees and expenses incurred by Choice, if Choice prevails in such action or proceeding. Your obligations under these Terms of Use will survive termination of Your participation in, right to access, and use of the Program. Any rights not expressly granted to You herein are reserved to Choice and its licensors. You acknowledge and agree that these Terms of Use are the complete and exclusive agreement between Choice and You relating to the Program, superseding all other agreements, proposals and communications (oral or written) related to the Program.

## 11. Notices

Notices to Choice can be sent via email to: [hotel\\_call\\_forwarding\\_support@choicehotels.com](mailto:hotel_call_forwarding_support@choicehotels.com).

**EXHIBIT H**

## Choice Hotels Gift Card Enrollment Form

The Choice Gift Card program is currently open only to the following brands in the United States: Comfort Inn, Comfort Suites, Quality, Sleep Inn, Clarion, Cambria hotels & suites, MainStay Suites, Suburban Extended Stay, Econo Lodge, Rodeway Inn and Ascend Hotel Collection.

This Enrollment Form constitutes an agreement (“**Agreement**”) between \_\_\_\_\_ (“**You**”) and the company selected by Choice Hotels International, Inc. (“**Choice**”) to administer the Choice Gift Card Program (“**Program**”), Blackhawk Network (the “**Program Administrator**”), dated \_\_\_\_\_, 21.

### **Redemption of Gift Cards.**

Choice has made the redemption of Choice Gift Cards **mandatory** and You agree that You will activate Your point of sale systems in order to be able to redeem Choice Gift Cards under the Program. You understand that whenever a guest pays for a room night(s) or any other charges which appear on the hotel bill using a Choice Gift Card, the Program Administrator will reimburse You for the value of the sale, less a 2.5% interchange fee. You will receive the 97.5% of the sale that is to be paid to You by (1) an electronic ACH transfer directly into Your bank account; or (2) receiving a monthly check from the Program Administrator for all Gift Card redemptions processed at Your property during the preceding month. If You choose Option (2) and there are payments owed to You there will be a check processing fee of \$3.00 per monthly check in addition to the interchange fee which will be deducted from Your reimbursement amount. If You choose Option (1), You must complete the attached ACH Authorization Form and supply a copy of a voided check to the Program Administrator with this signed Agreement in order to be reimbursed.

### **Payment Options.**

*(SELECT ONLY “**ONE**” OF THE TWO OPTIONS).*

**OPTION 1 : ONLY REDEEM GIFT CARDS (ELECTRONIC).** I wish only to “**redeem**” Gift Cards under the Program and I want to participate in the electronic payments option. Therefore, I am supplying my bank account information in order to electronically receive funds via ACH at no additional cost. I have completed the ACH form, I am supplying a copy of a voided check, and I am attaching both items to this Agreement.

**OPTION 2 : ONLY REDEEM GIFT CARDS (NON-ELECTRONIC).** I wish only to “**redeem**” Gift Cards under the Program and I do NOT wish to participate in the electronic payments option. I elect to receive a check once each month for redemptions at my property. I understand this is available for a fee of \$3.00 per monthly check, which is in addition to the interchange fee of 2.5% set forth above. I am returning this signed Agreement without the ACH form and without a copy of a voided check.

You agree to email, fax or email a signed copy of this Agreement (and ACH Form and voided check, if applicable) to the Program Administrator. The Program Administrator’s email address, fax number and mailing address are listed below.

Property Code: \_\_\_\_\_

**EMAIL ADDRESS: info@svmcards.com**

**FAX NUMBER: 1-847-890-6206**

You understand that a signed copy of this Agreement (and the ACH Form and voided check, if applicable) must be received by the Program Administrator so that all payments due under this Agreement can be properly administered. You also understand that it is Your responsibility to notify the Program Administrator of any changes to Your relevant bank account information and that a fee may be levied by the Program Administrator for all returned ACH transactions due to incorrect bank account information or non-sufficient funds.

You understand that this Agreement will remain in force until either You or the Program Administrator terminates this Agreement. Choice will make reports available to You in a format designed to assist You to track Gift Card activity at Your hotel.

**ACCEPTED AND AGREED:**

Franchisee: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Property Code: \_\_\_\_\_

## Blackhawk Network

### Bank Account Information for ACH Credits/Debits

If you plan to ONLY REDEEM cards at your property, this form must be completed ONLY if you select the ACH option for redemption reimbursement.

**You must include a voided check or a copy of a voided check with this form**

Franchisee Name: \_\_\_\_\_ Property Code: \_\_\_\_\_

Property Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Property Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

**\*Include a voided check with this completed form**

Bank Address: \_\_\_\_\_

Routing (ABA) #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

Account Type:  Checking  Savings

Authorized Signature: \_\_\_\_\_



ABA Number      Account Number      Check Number

Date: \_\_\_\_\_

#### Initial Program Pricing (Subject to Change or Termination with 60 Days Written Notice):

Card Redemptions: 97.5% of transaction amount remitted to Franchisee (2.5% service fee)

**Note: If you selected electronic funds transfer, this form must be completed and returned to Blackhawk. Franchisees are responsible for communicating bank account changes. Check with your bank to confirm that your account is set up to receive ACH deposits. Returned ACH's are subject to a \$15 fee.**

(ACH is the Automated Clearing House for electronic banking transactions. See [www.nacha.org](http://www.nacha.org) for more information.)

Please return a scan of this form with a voided check to [info@svmcards.com](mailto:info@svmcards.com)

**OR**

Fax both forms and your voided check to Blackhawk Network's secure eFax at **1-847-890-6206**

**EXHIBIT I**



**Promissory Note**

**Issuance Date:** \_\_\_\_\_

**Maturity Date:** \_\_\_\_\_

\$ \_\_\_\_\_ «PROP\_CITY», «PROP\_ST»

**FOR VALUE RECEIVED**, each of the undersigned (collectively, “Maker”), jointly and severally, hereby promises to pay to the order of Choice Hotels International, Inc. (“Holder”) the principal sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_) (“Principal Amount”) as provided for herein.:

**1. Franchise Agreement.** Maker and Holder are parties to a franchise agreement dated \_\_\_\_\_ (as may be amended or supplemented from time to time, the “Franchise Agreement”). The parties have agreed upon certain conditions pursuant to which Holder will make a loan to Maker pursuant to a promissory note in substantially similar form to this promissory note (“Note”). Capitalized terms used but not defined herein will have the meaning set forth in the Franchise Agreement.

**2. Payment.** Unless otherwise accelerated pursuant to Section 3, this Note matures on the Maturity Date, at which time the entire Principal Amount will be due and payable in full.

**3. Default.** The occurrence of any one or more of the following events shall constitute a “Default”: (1) Maker’s failure to observe or perform any covenant, condition or agreement under the terms of this Note; (2) if any representation or warranty made in connection with this Note is in Holder’s opinion, false, misleading or incorrect in any material respect; (3) if for any reason, the Franchise Agreement terminates or is otherwise rendered ineffective prior to the Maturity Date; (4) the occurrence of any event(s) or existence of any situation that, after providing for any applicable notice/cure rights set forth in the Franchise Agreement, would provide Holder with a right to terminate the Franchise Agreement; (5) if all or any portion of the premises to which the Franchise Agreement applies (“Premises”), any interest in the Premises (including an ownership interest in any entity that owns the Premises), or any interest in this Note is transferred, leased, or conveyed, other than as security for a debt or other obligation, whether done by a direct or indirect method, or should Maker enter into any contractual arrangement to transfer or convey the Premises, any interest in the Premises (including an ownership interest in any entity that owns the Premises), any part of this Note, or any interest in this Note other than as security for a debt; and (6) the death of any Maker or the filing of any insolvency or bankruptcy proceeding by or against any Maker or the appointment of a receiver for any Maker or any Maker’s assets. If a Default occurs, the entire Principal Amount will be due and payable in full within fifteen (15) days after Maker’s receipt of a written Notice of Default from Holder.

**4. Interest.** If the Principal Amount, or any portion thereof, is not paid on or before the Maturity Date (or such earlier date required by Section 3), this Note will bear interest from the date on which funds are due until paid in full at the annual rate of eighteen percent (18%). The maximum interest rate in California is 10% annually. Interest will be computed on the basis of a 360-day year and charged for the actual number of days elapsed in each interest calculation period. Nothing in this Note will be construed or operate to require Maker to pay interest at a greater rate than the maximum allowed by law. Should any interest or other charges paid or payable by Maker under this Note result in the computation or earning of interest in excess of the maximum allowed by law, then all excess interest charges are waived by Holder, and any such excess interest received by Holder will be automatically credited against the Principal Amount, and any such remaining excess received by Holder that exceeds the Principal Amount will be credited by Holder against Royalty Fees payable to Holder pursuant to the Franchise Agreement.

**5. Confession of Judgment.** Upon the occurrence of a Default, Maker hereby irrevocably authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against Maker in favor of Holder or an assignee or successor of Holder, of the Note, at any time, for the full or total Principal Amount under this Note, together with all indebtedness provided for therein, with interest, costs of suit, and reasonable attorneys’ fees; and the undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and

**all exemption of property from levy and sale upon any execution hereon; and Maker expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted. Maker acknowledges and agrees that Maker is voluntarily, knowingly, and intelligently giving up its right to notice and hearing prior to the entry of judgment, is granting Holder, or Holder's assignee or successor, the right to confess judgment against Maker and is freely waiving its due process rights. Maker further consents to immediate execution on the judgment and waives all right of appeal, ratifying and confirming all that the attorney or clerk may do by virtue of this Note.**

**6. General.**

No failure or delay by Holder to insist on the strict performance of any term of this Note or to exercise any right, power or remedy upon the occurrence of a Default or any other breach of this Note, is a waiver of any term or agreement or of any breach, or will preclude Holder from exercising any right, power or remedy at any later time unless in writing. If Holder accepts any payment after its due date, this act will not be a waiver of Holder's right to receive timely payment of all other amounts or to declare a default for the failure to make any other payment when due.

If Holder or any future holder of this Note assigns its rights under this Note, the term "Holder" as used in this Note will refer to such then-current assignee. This Note is not assignable by Maker.

If any provision (or any part of any provision) in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision (or remaining part of the affected provision) of this Note, and this Note will be construed as if the invalid, illegal or unenforceable provision (or part of this Note) had never been contained in this Note but only to the extent it is invalid, illegal or unenforceable.

This Note shall be governed by and construed in accordance with the laws of the State of Maryland.

Negotiable and payable at the office of: CHOICE HOTELS INTERNATIONAL, INC., 1 Choice Hotels Circle, Suite 400, Rockville, Maryland 20850, Attention: Billing Department.

In Witness Whereof, Maker acknowledges and agrees to the terms of this Note as evidenced by its signature under seal as of the day and year first above written.

**EXHIBIT J**

**EXHIBIT J.A.**  
**CAPITAL SUPPORT PROMISSORY NOTE**

## INCENTIVE PROMISSORY NOTE

Up to \$ \_\_\_\_\_

[LOCATION]

Date: \_\_\_\_\_

**FOR VALUE RECEIVED**, each of the undersigned (collectively, "Maker"), jointly and severally hereby promises to pay to the order of Choice Hotels International, Inc. ("Holder") the principal sum equal to the lesser of (i) \_\_\_\_\_ and **00/100 Dollars (\$\_\_\_\_\_)**, or (ii) the product of \$\_\_\_\_\_ multiplied by the number of Sleeping Rooms (such amount, the "Principal Amount"), together with interest thereon, as provided for herein. Capitalized terms used but not defined herein will have the meaning ascribed to such terms in the Franchise Agreement (defined below).

**1. Background and Certain Definitions.** Maker and Holder are parties to a franchise agreement dated \_\_\_\_\_, (as may be amended or supplemented from time to time, the "Franchise Agreement"), which Franchise Agreement, among other items, set forth certain conditions pursuant to which Holder will make a loan to Maker pursuant to a promissory note in substantially similar form to this promissory note (the "Note").

**2. Interest.**

2.1 This Note will bear interest from the date on which funds are advanced to Maker (the "Distribution Date") until paid in full at the annual rate of Prime plus two percent (prime plus 2%) (the "Rate of Interest"). "Prime" initially refers to the prime rate quoted by the Wall Street Journal Prime Rate as of the Distribution Date, and during the period in which all or any portion of the Principal Amount remains outstanding, shall adjust from time to time as the rate quoted by the Wall Street Journal adjusts. Rate of Interest will be computed on the basis of a 360-day year and charged for the actual number of days elapsed in each interest calculation period. The maximum interest rate in California is 10% annually.

2.2 Nothing in this Note will be construed or operate to require Maker to pay interest at a greater rate than the maximum allowed by law. Should any interest or other charges paid or payable by Maker under this Note result in the computation or earning of interest in excess of the maximum allowed by law, then all excess interest charges are waived by Holder, and any such excess interest received by Holder will be automatically credited against the Principal Amount, and any such remaining excess received by Holder that exceeds the Principal Amount will be credited by Holder against Royalty Fees payable to Holder pursuant to the Franchise Agreement.

**3. Use of Proceeds.** Maker agrees that the entire proceeds of this Note will be used solely for purposes related to the construction and operation of a Cambria hotel pursuant to the Franchise Agreement.

**4. Payment.**

4.1 Unless otherwise accelerated pursuant to Section 5.2, this Note matures fifteen (15) years from the Opening Date (the "Maturity Date"), at which time the entire Principal Amount, all accrued and unpaid interest on this Note and all other sums due under this Note will be due and payable in full.

4.2 Notwithstanding the foregoing, no payments (of either the Principal Amount or any associated interest) will be due or payable under this Note unless and until a Default (as defined in Section 5.1 hereof) occurs. If no Default (i) has occurred before the Maturity Date, or (ii) is occurring on the Maturity Date, then the entire Principal Amount and all accrued interest will be waived and forgiven by Holder as of the Maturity Date.

4.3 As of each anniversary of the Opening Date, unless a Default has occurred, the loan balance shall automatically be reduced by: (a) 1/15<sup>th</sup> of the Principal Amount (the "Forgiven Amount"), and (b) all accrued interest on the Forgiven Amount.

4.4 Payments on this Note shall be made in lawful currency of the United States of America to Holder, at the address set forth in Section 6.3 of this Note or such other address as Holder may designate by written notice to Maker.

## 5. Default.

5.1 The occurrence of any one or more of the following events shall constitute a "Default": (1) Maker's failure to observe or perform any covenant, condition or agreement under the terms of this Note or under the terms of any documents signed in connection with this Note, if any, (including, but not limited to, any commitment, loan agreement, stock pledge agreement or guaranty) or any other note or other obligation payable by Maker to Holder; (2) if any representation or warranty made in connection with this Note or in any report, opinion, schedule or certification with this Note or later submitted to Holder is in Holder's opinion, false, misleading or incorrect in any material respect; (3) if for any reason, the Franchise Agreement terminates or is otherwise rendered ineffective prior to the Maturity Date; (4) the occurrence of any event(s) or existence of any situation that, after providing for any applicable notice/cure rights set forth in the Franchise Agreement, would provide Holder with a right to terminate the Franchise Agreement; (5) if all or any portion of the premises to which the Franchise Agreement applies (the "Premises"), any interest in the Premises (including an ownership interest in any entity that owns the Premises), or any interest in this Note is transferred, leased, or conveyed, other than as security for a debt or other obligation, whether done by a direct or indirect method, or should Maker enter into any contractual arrangement to transfer or convey the Premises, any interest in the Premises (including an ownership interest in any entity that owns the Premises), any part of this Note, or any interest in this Note other than as security for a debt, unless, within 30 days of such transfer, Holder enters into a new Cambria franchise agreement with the transferee for the Premises, and the transferee assumes all of Maker's obligations under this Note and executes Holder's then-current form of Assumption of Promissory Note; and (6) the filing of any insolvency or bankruptcy proceeding by or against any Maker or the appointment of a receiver for any Maker or any Maker's assets.

5.2 If a Default occurs, at Holder's option, the Default Payment Amount (as defined below) will immediately become due and payable by Maker to Holder without notice to Maker or any other person or entity. The "Default Payment Amount" means the sum of: (a) the original Principal Amount less an amount equal to the product resulting from multiplying the original Principal Amount by a fraction, the numerator of which is the number of full calendar years that have elapsed since the Opening Date, and the denominator of which is fifteen (15) (the amount resulting from this calculation is referred to as the "Amount Due"); plus (b) interest on the Amount Due calculated from the Distribution Date at the Rate of Interest.

5.3 Interest will accrue on the Default Payment Amount at the Rate of Interest until the Default Payment Amount has been paid in full; provided, that if such Default Payment Amount has not been paid in full by the date that is fifteen (15) days after the date such amount became due and payable, interest will begin to accrue at a default annual rate equal to Prime plus seven percent (prime plus 7%). The maximum interest rate in California is 10% annually.

5.4 The following provisions are applicable upon the occurrence of a Default: (A) Maker will pay Holder all expenses, costs and attorneys' fees that Holder incurs in connection with Holder's collection of any monies due under this Note or for the enforcement of any right under this Note or under any other agreement related to the loan evidenced by this Note, and (B) Holder may exercise any or all other rights, powers and remedies provided for in any instrument, document or agreement now or later evidencing security or otherwise relating to the loan evidenced by this Note or now or later existing at law or in equity or by statute or otherwise.

5.5 **CONFESSION OF JUDGMENT.** Upon the occurrence of a Default, Maker hereby irrevocably authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against Maker in favor of Holder or an assignee or successor of Holder, of the Note, at any time, for the full or total Default Payment Amount under this Note, together with all indebtedness provided for

therein, with interest, costs of suit, and reasonable attorneys' fees; and the undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon; and Maker expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted. Maker acknowledges and agrees that Maker is voluntarily, knowingly, and intelligently giving up its right to notice and hearing prior to the entry of judgment, is granting Holder, or Holder's assignee or successor, the right to confess judgment against Maker and is freely waiving its due process rights. Maker further consents to immediate execution on the judgment and waives all right of appeal, ratifying and confirming all that the attorney or clerk may do by virtue of this Note.

5.6 Maker waives demand, presentment for payment, protest and notice of dishonor and agrees that at any time and from time to time and with or without consideration, Holder may, without notice to or further consent of Maker and without in any manner releasing, lessening, or affecting the obligations of any of them: (1) release, surrender, waive, add, substitute, settle, exchange, compromise, modify, extend, or grant indulgences with respect to (a) this Note, (b) all or any part of any collateral or security for this Note, and (c) Maker or any of them; and (2) grant any extension or other postponements of the time of payment of this Note.

## 6. General.

6.1 Cumulative Rights. Each right, power and remedy of Holder as provided for in this Note or now or hereafter existing at law or in equity or by statute or otherwise is cumulative and concurrent and is in addition to every other right, power or remedy, and Holder's exercise or beginning of exercise of any one or more of these rights, powers or remedies will not preclude Holder's simultaneous or later exercise of any or all these other rights, powers or remedies.

6.2 No Waiver; Application of Payment. No failure or delay by Holder to insist on the strict performance of any term of this Note or to exercise any right, power or remedy upon the occurrence of a Default or any other breach of this Note, is a waiver of any term or agreement or of any breach, or preclude Holder from exercising any right, power or remedy at any later time unless in writing. If Holder accepts any payment after its due date, this act will not be a waiver of Holder's right to receive timely payment of all other amounts or to declare a default for the failure to make any other payment when due. Any partial payments under this Note may be applied to pay interest, the Principal Amount, the Amount Due or costs as Holder, in its sole discretion determines.

6.3 Notices. All notices required under this Note must be in writing, must be personally delivered or mailed by registered or certified mail, return receipt requested, or by a nationally recognized courier service, to Holder at **Choice Hotels International, Inc., 1 Choice Hotels Circle, Suite 400, Rockville, MD 20850, Attention: General Counsel**, and to Maker at the Designated Representative's address identified in the Franchise Agreement. Either Holder or Maker may change the applicable address to which such notices are to be sent by written notice to the other party; provided, that Maker may only change the Designated Representative by written notice to Holder delivered in compliance with the Franchise Agreement. Maker authorizes the Designated Representative to receive Holder's written notices to Maker as its agent. Any notice by registered or certified mail or by reputable national courier service is deemed given and received at the date and time of sending.

6.4 Severability. If any provision (or any part of any provision) in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision (or remaining part of the affected provision) of this Note, and this Note will be construed as if the invalid, illegal or unenforceable provision (or part of this Note) had never been contained in this Note but only to the extent it is invalid, illegal or unenforceable.

6.5 Assignment. If Holder or any future holder of this Note assigns its rights under this Note, the term "Holder" as used in this Note will refer to such then-current assignee.

6.6 Choice of Law. This Note is a contract made under, and for all purposes will be construed in accordance with, the internal laws and judicial decisions of the State of Maryland. Maker and Holder agree that any dispute arising out of this Note is subject to the jurisdiction of both the state and federal courts in the State of Maryland. For that purpose, Maker submits to the jurisdiction of the state and federal courts of the State of Maryland. Maker further agrees to accept service of process out of any of the before-mentioned courts in any dispute by registered, certified mail or international courier service addressed to Maker.

6.7. Confidentiality. You agree to keep the provisions of this Note in strict confidence and will not disclose them to any persons other than your directors, officers, partners, employees, agents and advisors that have a need to know. Any unauthorized disclosure is a Default under this Note as defined in Section 5.1 hereto.

6.8 Waiver of Trial by Jury. **THE MAKER AND THE HOLDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE MAKER AND THE HOLDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS NOTE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE.**

**[Remainder of this page intentionally left blank]**



In Witness Whereof, Maker acknowledges and agrees to the terms of this Note as evidenced by its signature under seal as of the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

**EXHIBIT J.B.**  
**DIVERSITY INCENTIVE PROMISSORY NOTE**

Incentive Promissory Note («**PROP\_CODE**» - «**CONTRACT\_ID**»)  
Date

## INCENTIVE PROMISSORY NOTE

\$ \_\_\_\_\_

City, State

Date: \_\_\_\_\_

**FOR VALUE RECEIVED**, each of the undersigned (collectively, "Maker"), jointly and severally hereby promises to pay to the order of Choice Hotels International, Inc. ("Holder") the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Principal Amount"), or such lesser amount as shall then equal the outstanding Principal Amount hereof on the terms and conditions set forth hereinafter, together with interest thereon, as provided for herein. Pursuant to the terms of the Franchise Agreement (defined below), Holder will lend Maker the sum of \$ \_\_\_\_\_ upon the occurrence of the Opening Date, as defined in the Franchise Agreement. Capitalized terms used but not defined herein will have the meaning ascribed to such terms in the Franchise Agreement.

**1. Background and Certain Definitions.** Maker and Holder are parties to a franchise agreement dated \_\_\_\_\_, (as may be amended or supplemented from time to time, the "Franchise Agreement"), which Franchise Agreement, among other items, set forth certain conditions pursuant to which Holder will make a loan to Maker pursuant to a promissory note in substantially similar form to this promissory note (the "Note").

**2. Interest.**

2.1 This Note will bear interest from the date on which funds are advanced to Maker (the "Distribution Date") until paid in full at the annual rate of Prime plus two percent (2%) (the "Rate of Interest"). "Prime" initially refers to the prime rate quoted by the Wall Street Journal Prime Rate as of the Distribution Date, and during the period in which all or any portion of the Principal Amount remains outstanding, shall adjust from time to time as the rate quoted by the Wall Street Journal adjusts. Rate of Interest will be computed on the basis of a 360-day year and charged for the actual number of days elapsed in each interest calculation period. The maximum interest rate in California is 10% annually.

2.2 Nothing in this Note will be construed or operate to require Maker to pay interest at a greater rate than the maximum allowed by law. Should any interest or other charges paid or payable by Maker under this Note result in the computation or earning of interest in excess of the maximum allowed by law, then all excess interest charges are waived by Holder, and any such excess interest received by Holder will be automatically credited against the Principal Amount, and any such remaining excess received by Holder that exceeds the Principal Amount will be credited by Holder against Royalty Fees payable to Holder pursuant to the Franchise Agreement.

**3. Use of Proceeds.** Maker agrees that the entire proceeds of this Note will be used solely for purposes related to the operation of a «Brand\_Name» hotel pursuant to the Franchise Agreement.

#### 4. Payment.

4.1 Unless otherwise accelerated pursuant to Section 5.2, this Note matures one hundred and twenty (120) months from the Opening Date (the "Maturity Date"), at which time the entire Principal Amount, all accrued and unpaid interest on this Note and all other sums due under this Note will be due and payable in full.

4.2 Notwithstanding the foregoing, no payments (of either the Principal Amount or any associated interest) will be due or payable under this Note unless and until a Default (as defined in Section 5.1 hereof) occurs. If no Default (i) has occurred before the Maturity Date, or (ii) is occurring on the Maturity Date, then the entire Principal Amount and all accrued interest will be waived and forgiven by Holder as of the Maturity Date.

4.3 As of each anniversary of the Opening Date, unless a Default has occurred, the loan balance shall automatically be reduced by: (a) 1/10<sup>th</sup> of the Principal Amount (the "Forgiven Amount"), and (b) all accrued interest on the Forgiven Amount.

4.4 Payments on this Note shall be made in lawful currency of the United States of America to Holder, at the address set forth in Section 6.3 of this Note or such other address as Holder may designate by written notice to Maker.

#### 5. Default.

5.1 The occurrence of any one or more of the following events shall constitute a "Default": (1) Maker's failure to observe or perform any covenant, condition or agreement under the terms of this Note or under the terms of any documents signed in connection with this Note, if any, (including, but not limited to, any commitment, loan agreement, stock pledge agreement or guaranty) or any other note or other obligation payable by Maker to Holder; (2) if any representation or warranty made in connection with this Note or in any report, opinion, schedule or certification with this Note or later submitted to Holder is in Holder's opinion, false, misleading or incorrect in any material respect; (3) if for any reason, the Franchise Agreement terminates or is otherwise rendered ineffective; (4) the occurrence of any event(s) or existence of any situation that, after providing for any applicable notice/cure rights set forth in the Franchise Agreement, would provide Holder with a right to terminate the Franchise Agreement; (5) if all of any portion of the premises to which the Franchise Agreement applies (the "Premises"), any interest in the Premises (including an ownership interest in any entity that owns the Premises), or any interest in this Note is transferred, leased, or conveyed, other than as security for a debt or other obligation, whether done by a direct or indirect method, or should Maker enter into any contractual arrangement to transfer or convey the Premises, any interest in the Premises (including an ownership interest in any entity that owns the Premises), any part of this Note, or any interest in this Note other than as security for a debt, unless, within 30 days of such transfer, Holder enters into a new «**Brand Name**» franchise agreement with the transferee for the Premises, and the transferee assumes all of Maker's obligations under this Note and executes Holder's then-current form of Assumption of Promissory Note; (6) the filing of any insolvency or bankruptcy proceeding by or against any Maker or the appointment of a receiver for any Maker or any Maker's assets; and (7) the death of any Maker unless (i) within 30 days upon death of a Maker, Holder is notified of such death, and (ii) within 60 days of said notification, this Note is transferred to and assumed by a new individual within Maker's family, that Holder approves in its sole discretion, by executing Holder's then-current form of Assumption of Promissory Note.

5.2 If a Default occurs, at Holder's option, the Default Payment Amount (as defined below) will immediately become due and payable by Maker to Holder without notice to Maker or any other person or entity. The "Default Payment Amount" means the sum of: (a) the original Principal Amount less an amount equal to the product resulting from multiplying the original Principal Amount by a fraction, the numerator of which is the number of full calendar months that have elapsed since the Opening Date, and the denominator of which is one hundred twenty (120) (the amount resulting from this calculation is referred to as the "Amount Due"); plus (b) interest on the Amount Due calculated from the Distribution Date at the Rate of Interest.

5.3 Interest will accrue on the Default Payment Amount at the Rate of Interest until the Default Payment Amount has been paid in full; provided, that if such Default Payment Amount has not been paid in full by the date that is fifteen (15) days after the date such amount became due and payable, interest will begin to accrue at a default annual rate equal to Prime plus seven percent (prime plus 7%). The maximum interest rate in California is 10% annually.

5.4 The following provisions are applicable upon the occurrence of a Default: (A) Maker will pay Holder all expenses, costs and attorneys' fees that Holder incurs in connection with Holder's collection of any monies due under this Note or for the enforcement of any right under this Note or under any other agreement related to the loan evidenced by this Note, and (B) Holder may exercise any or all other rights, powers and remedies provided for in any instrument, document or agreement now or later evidencing security or otherwise relating to the loan evidenced by this Note or now or later existing at law or in equity or by statute or otherwise.

**5.5 CONFESSION OF JUDGEMENT. Upon the occurrence of a Default, Maker hereby irrevocably authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against Maker in favor of Holder or an assignee or successor of Holder, of the Note, at any time, for the full or total Default Payment Amount under this Note, together with all indebtedness provided for therein, with interest, costs of suit, and reasonable attorneys' fees; and the undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon; and Maker expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted. Maker acknowledges and agrees that Maker is voluntarily, knowingly, and intelligently giving up its right to notice and hearing prior to the entry of judgment, is granting Holder, or Holder's assignee or successor, the right to confess judgment against Maker and is freely waiving its due process rights. Maker further consents to immediate execution on the judgment and waives all right of appeal, ratifying and confirming all that the attorney or clerk may do by virtue of this Note.**

5.6 Maker waives demand, presentment for payment, protest and notice of dishonor and agrees that at any time and from time to time and with or without consideration, Holder may, without notice to or further consent of Maker and without in any manner releasing, lessening, or affecting the obligations of any of them: (1) release, surrender, waive, add, substitute, settle, exchange, compromise, modify, extend, or grant indulgences with respect to (a) this Note, (b) all or any part of any collateral or security for this Note, and (c) Maker or any of them; and (2) grant any extension or other postponements of the time of payment of this Note.

## **6. General.**

6.1 Cumulative Rights. Each right, power and remedy of Holder as provided for in this Note or now or hereafter existing at law or in equity or by statute or otherwise is cumulative and concurrent and is in addition to every other right, power or remedy, and Holder's exercise or beginning of exercise of any one or more of these rights, powers or remedies will not preclude Holder's simultaneous or later exercise of any or all these other rights, powers or remedies.

6.2 No Waiver; Application of Payment. No failure or delay by Holder to insist on the strict performance of any term of this Note or to exercise any right, power or remedy upon the occurrence of a Default or any other breach of this Note, is a waiver of any term or agreement or of any breach, or preclude Holder from exercising any right, power or remedy at any later time unless in writing. If Holder accepts any payment after its due date, this act will not be a waiver of Holder's right to receive timely payment of all other amounts or to declare a default for the failure to make any other payment when due. Any partial payments under this Note may be applied to pay interest, the Principal Amount, the Amount Due or costs as Holder, in its sole discretion determines.

6.3 Notices. All notices required under this Note must be in writing, must be personally delivered or mailed by registered or certified mail, return receipt requested, or by a nationally recognized courier service, to Holder at **Choice Hotels International, Inc., 1 Choice Hotels Circle, Suite 400, Rockville, MD 20850**, and to Maker at the Designated Representative's address identified in the Franchise Agreement. Either Holder or Maker may change the applicable address to which such notices are to be sent by written notice to the other party; provided, that Maker may only change the Designated Representative by written notice to Holder delivered in compliance with the Franchise Agreement. Maker authorizes the Designated Representative to receive Holder's written notices to Maker as its agent. Any notice by registered or certified mail or by reputable national courier service is deemed given and received at the date and time of sending.

6.4 Severability. If any provision (or any part of any provision) in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision (or remaining part of the affected provision) of this Note, and this Note will be construed as if the invalid, illegal or unenforceable provision (or part of this Note) had never been contained in this Note but only to the extent it is invalid, illegal or unenforceable.

6.5 Assignment. If Holder or any future holder of this Note assigns its rights under this Note, the term "Holder" as used in this Note will refer to such then-current assignee.

6.6 Choice of Law. This Note is a contract made under, and for all purposes will be construed in accordance with, the internal laws and judicial decisions of the State of Maryland. Maker and Holder agree that any dispute arising out of this Note is subject to the jurisdiction of both the state and federal courts in the State of Maryland. For that purpose, Maker submits to the jurisdiction of the state and federal courts of the State of Maryland. Maker further agrees to accept service of process out of any of the before-mentioned courts in any dispute by registered, certified mail or international courier service addressed to Maker.

6.7. Confidentiality. You agree to keep the provisions of this Note in strict confidence and will not disclose them to any persons other than your directors, officers, partners, employees, agents and advisors that have a need to know. Any unauthorized disclosure is a Default under this Note as defined in Section 5.1 hereto.

6.8 Waiver of Trial by Jury. **THE MAKER AND THE HOLDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE MAKER AND THE HOLDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS NOTE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE.**

In Witness Whereof, Maker acknowledges and agrees to the terms of this Note as evidenced by its signature under seal as of the day and year first above written.

**EXHIBIT K**





# Your Application for Financing is Approved

Finance Agreement

\_\_\_\_\_

Prepared On March 6, 2017

Prepared For

**Customer Name**

Address

City, State, Zip Code

Financing Provided By

**Ascentium Capital LLC**

23970 HWY 59 N

Kingwood TX 77339

Enclosed is your Finance agreement. The below instructions will help you complete your documents:

- Include a copy of your driver's license (all signors).
- Include a copy of your business check payable to Ascentium Capital LLC for the below invoice amount. Please write your agreement number on the memo line. This check copy will be used to initiate payment via ACH/EFT withdrawal. Do not mail the original check.
- Return completed cover page and documents by Email to [VSR@AscentiumCapital.com](mailto:VSR@AscentiumCapital.com) or by Fax to 1-866-846-3680.

Please Complete Signor Information for \_\_\_\_\_

Cell Phone:		Home Phone:	832-766-7224
Email:			
Federal Tax ID:			
Equipment Location: (Please update if incorrect)	<p>_____</p> <p><b>Updated address:</b></p>		

INVOICE AMOUNT	INVOICE DETAILS
\$	Advanced Payment Amount
\$	Processing Fee(s)
\$0.00	Less Money Received
\$	<b>TOTAL AMOUNT DUE AT SIGNING</b>

Ascentium Capital greatly appreciates your business. If you have any questions, please contact me.

Phone:  
Email: .



**AUTHORIZATION TO PERFORM VERBAL VERIFICATION**

Ascentium Capital LLC  
23970 HWY 59 N  
Kingwood, TX 77339-1535  
AscentiumCapital.com

**Agreement No.** \_\_\_\_\_

The undersigned hereby authorizes Ascentium Capital LLC to perform a verbal verification accepting the terms and conditions of the above-referenced Agreement and confirming the identification and condition of the Collateral or Equipment subject thereto.

The undersigned agrees that a facsimile or other image of this Authorization to Perform Verbal Verification, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

Person(s) Authorized to Provide Verbal Verification:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# EQUIPMENT FINANCE AGREEMENT

No. \_\_\_\_\_

Ascentium Capital LLC  
23970 HWY 59 N  
Kingwood, TX 77339-1535  
AscentiumCapital.com

DEBTOR:	ADDRESS	TERM:
<b>PAYMENT SCHEDULE:</b> _____ @ \$ _____		
<b>COLLATERAL:</b> Items of personal property as generally described herein which Ascentium Capital LLC ("Secured Party") and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.		
<b>Personal Property Description:</b> _____		
<b>1. Definitions:</b> The words "you" and "your" refer to the DEBTOR, its successors and permitted assigns, as shown above. The words "we", "us" and "our" refer to the SECURED PARTY, its successors and assigns.		
<b>2. Acceptance; Representations &amp; Warranties:</b> We agree to lend to you, and you agree to borrow from us, an amount for the financing of the Collateral. This Equipment Finance Agreement (this "Agreement") has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing, collectively, the "Term". The Interim Term starts on the date of the funding of the loan evidenced by this Agreement. The Initial Term starts on the billing date specified by us in our sole discretion (the "Commencement Date"). We shall have no obligations under this Agreement whatsoever until we accept and sign this Agreement at our office and the satisfaction in our sole discretion of all conditions we may specify including our receipt of all documents we specify. You represent and warrant to us that all information conveyed to us in connection with this Agreement and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. If you are an entity, the person executing this Agreement on your behalf represents to us that they are authorized to do so, making this Agreement the valid and binding act of the entity.		
<b>3. Security Interest:</b> You hereby grant to us a security interest under the Uniform Commercial Code ("UCC") in the Collateral and all accessories and additions thereto and replacements thereof and all proceeds and products of the foregoing. Such security interest is granted to secure payment and performance by you of your obligations hereunder. All amounts received from you under this Agreement shall be applied towards your obligations to us as we determine.		
<b>4. Payments:</b> You promise to pay us the number of payments shown above, each in the amount shown above, commencing on the Commencement Date and continuing on the same day of each month thereafter during the Initial Term (each a "Payment", and each day a Payment is due hereunder a "Payment Date"), without need of an invoice, together with all other amounts due from time to time by you hereunder. The total initial payment shall be paid upon your execution of this Agreement. If the contemplated transaction is not consummated, the total initial payment may be retained by us as partial compensation for costs and expenses incurred by us in preparation for the transaction. The amount of each Payment is based upon the total estimated cost of the Collateral, or the portion thereof being purchased with the proceeds of the loan evidenced hereby, you have provided to us and which is set forth above. If the final cost of the Collateral (or the portion being purchased) we pay the supplier is higher or lower than that estimate, we will adjust the amount of each Payment proportionately higher or lower than the Payment amount specified above. You also agree to pay, when invoiced, an amount equal to 1/30 <sup>th</sup> of the Payment amount for each day from and including the date we fund the loan evidenced by this Agreement, to but excluding the first Payment Date. Following the first Payment Date, the Term shall continue without interruption for the number of months indicated above. YOUR OBLIGATION TO MAKE PAYMENTS AND PAY OTHER AMOUNTS DUE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THIS IS A NON-CANCELABLE AGREEMENT: THIS AGREEMENT, THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE WHICH IS MADE PART HEREOF AND WHICH DEBTOR AND SECURED PARTY ACKNOWLEDGE THEY HAVE READ AND ACCEPTED.		
<b>5. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES:</b> THERE ARE NO WARRANTIES BY OR ON BEHALF OF SECURED PARTY AND NEITHER THE SUPPLIER NOR ANY OTHER PARTY IS SECURED PARTY'S AGENT. DEBTOR ACKNOWLEDGES AND AGREES: (A) SECURED PARTY MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE COLLATERAL, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE; (B) DEBTOR ACCEPTS THE COLLATERAL "AS IS" AND WITH ALL FAULTS; (C) DEBTOR AGREES THAT THE COLLATERAL WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES; (D) IF THE COLLATERAL IS UNSATISFACTORY FOR ANY REASON DEBTOR'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE COLLATERAL AND NOT AGAINST SECURED PARTY; (E) DEBTOR SHALL HAVE NO REMEDY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST SECURED PARTY, ALL OF THE SAME BEING DISCLAIMED AND WAIVED; AND (F) NO DEFECT, DAMAGE OR UNFITNESS OF THE COLLATERAL SHALL RELIEVE DEBTOR OF THE OBLIGATION TO MAKE PAYMENTS OR RELIEVE DEBTOR OF ANY OTHER OBLIGATION UNDER THIS AGREEMENT.		
<b>6. Location; Maintenance; Installation; Insurance:</b> You agree to maintain records showing the location of each item of Collateral. You shall report each location to us upon our request and shall not change the location of the Collateral without our advance written consent. You are responsible for installing and keeping the Collateral in good working order. You shall not make any alterations, additions or improvements to the Collateral which detracts from its economic value or functional utility. If the Collateral is damaged or lost, you agree to continue making scheduled Payments unless we have received the Casualty Value pursuant to Section 11. You agree to keep the Collateral insured against loss during the Term and to have us named as loss payee n such coverage amounts as we may specify from time to time, from anyone who is acceptable to us. You agree to provide us with a certificate of insurance acceptable to us upon our request and if at any time you fail to deliver to us a valid certificate of insurance reflecting such insurance as being in effect, then we will have the right, but no obligation, to have such insurance protecting us placed for the Term at your expense; and if so placed, we will add to the Payments and you will pay us our costs of obtaining such insurance and any customary charges or fees of ours.		
<b>7. Taxes and Fees; Indemnification:</b> You agree to pay when due and to indemnify and hold us harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes, ("Taxes") relating to the use or ownership of the Collateral or to this Agreement now or hereafter imposed, levied or assessed by any taxing authority. We may in our sole discretion, elect to pay any such Taxes directly to a taxing authority and if so you agree to reimburse us on our demand for any such Taxes paid on your behalf together with any filing or processing fee charged by us. If any taxing authority requires any Taxes to be paid in advance, and we pay such Taxes, we may increase the cost of the Collateral we are financing by such amount as described in Section 4 above thereby increasing the amount of each Payment to reflect the payment of such Taxes. You also agree to pay us and reimburse us for all costs and expenses in documenting and servicing this Agreement. You agree to indemnify and hold us harmless from any suits, claims, losses or damages we suffer in any way relating to the use or ownership of the Collateral. Your obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement. You agree to pay us fees in an amount in effect from time to time in connection with the documentation of the Agreement and any site inspection or lien search we deem necessary. You agree that all such fees and any insurance we obtain pursuant to the last sentence of Section 6 may not only cover our costs they may also include a profit.		
<b>8. Personal Property:</b> The Collateral will be and shall remain personal property and, if requested by us, you will obtain real property waivers satisfactory to us. You shall keep the Collateral free from any and all liens and encumbrances other than those in our favor. You shall give us immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Collateral. You hereby irrevocably authorize us and appoint us as your attorney-in-fact with the power to execute and to file this Agreement and any financing statement(s) or security agreement(s) with respect to the Collateral. If your signature on any financing statement or similar document is required by law, you shall execute such supplemental instruments and financing statements we deem to be necessary and advisable and shall otherwise cooperate to defend and perfect our interest in the Collateral by filing or otherwise. You also agree to pay us on demand filing and registration fees prescribed by the UCC or other law. Any Collateral that is subject to title or registration laws shall be titled and registered as directed by us.		
<b>9. Default; Remedies; Late Charges:</b> If any one of the following events occur with respect to you or any Guarantor, you will be in default: (i) you fail to pay any Payment or other amount due under this Agreement, when due, (ii) you breach or fail to perform any of your other covenants and promises under this Agreement, (iii) you become insolvent, any action under the United States Bankruptcy Code is filed by or against you, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due, or if you terminate your entity existence or take any actions regarding the cessation or winding up of your business affairs. If you are in default, at our election, we can accelerate and require that you pay, as reasonable liquidated damages for loss of bargain, the "Accelerated Balance". The Accelerated Balance will be equal to the total of: (i) accrued and unpaid amounts then due under this Agreement, and (ii) the remaining Payments discounted to their then present value at 3% per annum. We can also pursue any of the remedies available to us under the UCC or any other law. In the event we seek to take possession of any part of the Collateral, you irrevocably waive to the fullest extent permitted by law any bonds, surety or security required by statute, court rule or otherwise as an incident of such possession. You agree to pay our reasonable attorneys' fees and actual costs incurred by us in enforcing our rights hereunder including repossession, storage, refurbishment and sale of the Collateral and collection costs, and all non-sufficient funds charges and similar charges. If any part of a payment is late, you agree to pay us upon our demand the following, or if less, the maximum amount allowed under applicable law: (x) a late charge equal to the greater of 10% of the payment or \$25.00, (y) a charge of \$30.00 for each check returned for any reason or if any ACH debit charge is not honored and (z) if we have had to perform collection activities in connection with such late payment, our specified collection charges then in effect. The foregoing will not be construed as interest but as reimbursement to us to cover administrative and overhead expenses related to the processing and collection of the late payment.		

**10. Assignment; Inspection:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, LEASE OR ENCUMBER THE COLLATERAL OR THIS AGREEMENT. We may sell, transfer, assign or encumber this Agreement, in whole or in part, without notice to you or your consent. You agree that if we sell, transfer, assign or encumber this Agreement, the assignee will have the rights and benefits that we assign to the assignee and will not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. We and our agents and representatives shall have the right at any time during regular business hours to inspect the Collateral and for that purpose to have access to the location of the Collateral.

**11. Risk of Loss:** You assume and shall bear the entire risk of loss, theft, damage and destruction of the Collateral from any cause whatsoever, and no loss, theft, damage or destruction of the Collateral shall relieve you of the obligation to make Payments or any other obligation under this Agreement. You shall promptly notify us in writing of such loss, theft, damage or destruction. If damage of any kind occurs to any item of Collateral, you, at our option, shall at your expense (a) place the Collateral in good repair, condition or working order, or (b) if the Collateral cannot be repaired or is lost, stolen or suffers a constructive loss under an insurance policy covering the Collateral, pay to us the "Casualty Value." The Casualty Value will be equal to the total of (i) accrued and unpaid amounts then due and owing, and (ii) the remaining Payments discounted to present value at 3%, in both cases as of the date the Casualty Value is received by us.

**12. Choice of Law; Waiver of Jury Trial:** Subject to the following sentence, this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of California. If any amount contracted for, charged or received in connection with this Agreement constitutes interest or regulated time-price differential governed by, not exempt from, and in excess of amounts lawfully permitted, under California law (the "Subject Amount"), then (i) if the law of state in which Debtor resides (as indicated in Debtor's address above; the "Debtor's State") would permit the lawful contracting for, charging or receipt of any part of the Subject Amount, then the parties agree that the law of Debtor's State shall govern as to the contracting for, charging and receipt of such interest or regulated time-price differential and (ii) if clause (i) preceding is not applicable, Secured Party shall make any necessary adjustments so as to eliminate such excess. Debtor agrees to provide Secured Party advance written notice and an opportunity to cure pursuant to the preceding sentence any contract, charge or receipt claimed by Debtor to be unlawful; and Secured Party may calculate maximum lawful amounts by amortizing, prorating, allocating reallocating, discounting, treating months as equal intervals, and spreading in each case to the fullest extent permitted by applicable law. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of California in any action or proceeding relating to this Agreement, YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING, AND YOU WAIVE ANY RIGHT TO ASSERT THIS IS AN INCONVENIENT FORUM.

**13. Miscellaneous:** During the Term, you agree to provide us with all financial statements and copies of tax returns we may request. If we supply you with labels, you shall label any and all Collateral and shall keep the same affixed in a prominent place. If any provision hereof or any remedy herein provided is found to be invalid under any applicable law, the remaining provisions hereof, shall be given effect in accordance with the manifest intent hereof. The parties agree that each Payment includes interest. You agree that a waiver of breach will not be a waiver of any other subsequent breach, and that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. Section headings are for convenience and are not a part of this Agreement. You agree that by providing us with an email address or telephone number for a cellular or other wireless device, you expressly consent to receiving communications including email, voice and text messages from us or our affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that you provide to us now or in the future and permits such communications regardless of their purpose. These calls and messages may incur access fees from your internet or wireless provider. You agree that the original of this Agreement may be electronically duplicated and a copy hereof may be introduced in lieu of the original thereof and without further foundation. The parties hereto expressly waive the secondary evidence rule. You agree that this Agreement will be binding upon your successors, permitted assigns, heirs and legal representatives. You authorize us to complete any blank in this instrument or in any document executed or delivered in connection herewith that contemplates a date by inserting a date deemed appropriate by us. Time is of the essence with respect to your obligations hereunder. No term or provision of this Agreement may be amended, altered, waived or discharged except by a written instrument signed by both parties to this Agreement. Any formal notice given pursuant to this Agreement shall be deemed given 2 business days after being placed with the U.S. Postal Service, postage prepaid, addressed to the Debtor at its address set forth above, or to Secured Party at 23970 Hwy 59 N, Kingwood, TX 77339-1535, or such other address as a party may designate by written notice to the other. If Debtor constitutes more than one person, you agree that the liability of each such person hereunder is joint and several. Any restrictive endorsement on any check you give us in payment of any amount due hereunder shall be void. You may not prepay this Agreement without our prior written consent. A facsimile or other copy of this Agreement, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. All amounts payable hereunder by you if not paid when due shall accrue interest at a rate of interest of 1.5% per month or the highest rate allowed by applicable law if less, from the due date thereof until received by us in cash and shall be payable on demand. This Agreement may be executed in separate counterparts which together shall constitute one and the same instrument. You agree this Agreement may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law.

**By signing below Debtor hereby irrevocably accepts the Collateral under this Agreement and irrevocably authorizes Secured Party to pay the supplier on behalf of the Debtor. The person executing this Agreement is authorized to do so, making this Agreement the valid and binding act of the Debtor.**

<b>Debtor Name:</b>		<b>Accepted By:</b>	Ascentium Capital LLC
<b>By:</b>		<b>By:</b>	
<b>Printed Name and Title:</b>		<b>Printed Name and Title:</b>	Bryan Wheeler, Senior Vice President

**GUARANTY:** The undersigned ("you", "your", jointly and severally if more than one) unconditionally guarantees to Secured Party and its assigns the prompt payment and performance when due of all of the obligations of the Debtor under the Agreement and all related documents executed by the Debtor in connection with it (collectively with the Agreement, the "Agreements"). We shall not be obligated to proceed against the Debtor, the property being financed under the Agreements or enforce any other remedy before proceeding against you to enforce this Guaranty. Notwithstanding any changes made to the Agreements in the course of our dealings with the Debtor, this Guaranty will remain in effect with respect to the Agreements as so changed even if you are not notified of the changes and will remain in effect even if the Agreements or any of them are no longer enforceable against the Debtor. You waive all presentments, demand for performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and all other notices to which you may have a right. You agree to pay us all the expenses incurred by us in enforcing this Guaranty. You may not assign this Guaranty without our written consent. This Guaranty shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of California in any action to enforce this Guaranty and you waive any right to assert this is an inconvenient forum. You consent to us conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument.

<b>Guarantor Signature:</b>		<b>Printed Name:</b>	
<b>Guarantor Signature:</b>		<b>Printed Name:</b>	

**AUTHORIZATION FOR ACH PAYMENTS:** Debtor authorizes Secured Party or Secured Party's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by you from time to time under the Agreement. This Authorization is to remain in effect during the Term of the Agreement Agreement. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.

<b>Bank Name:</b>		<b>Account Holder Name:</b>	
<b>Account No:</b>		<b>ABA No.:</b>	
<b>Authorized Signature:</b>		<b>Printed Name and Title:</b>	



COMMENCEMENT AGREEMENT

Ascentium Capital LLC
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

Agreement No. \_\_\_\_\_

Date: March 6, 2017

You, the Customer, and Ascentium Capital LLC ("we", "us", "our") have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) ("Agreement") pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case "Equipment") as set forth in this Commencement Agreement ("CA").

NOW THEREFOR, you and we hereby agree as follows:

- 1. The term of the Agreement will commence on the date of this CA, with the interim term commencing on the date set forth above and the initial term commencing as provided in the Agreement.
2. You agree to inspect and accept for purposes of the Agreement all undelivered items of Equipment immediately upon their delivery to you.
3. All amounts anticipated to be disbursed by us on your behalf that have not been disbursed as of the date of this CA will be deemed disbursed by us into a separate holding account for your benefit ("Account").
4. The Agreement contemplates a pro-rata adjustment to the payments owed by you under the Agreement in the event the purchase price of the Equipment and other amounts, if any, paid by us on your behalf are higher or lower than those on which the payments set forth in the Agreement are based.
5. This CA sets forth the entire agreement of the parties with respect to its subject matter and it may only be amended by a written instrument executed by you and us.

You agree that a facsimile or other copy of this CA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

CUSTOMER: SECURED PARTY: Ascentium Capital LLC
Signature: [Signature] By:
Printed Name: Printed Name: Bryan Wheeler
Title: Title: Senior Vice President



# DELIVERY AND ACCEPTANCE CERTIFICATE

Ascentium Capital LLC  
23970 HWY 59 N  
Kingwood, TX 77339-1535  
AscentiumCapital.com

Agreement No. \_\_\_\_\_

To: Ascentium Capital LLC

The undersigned hereby certifies: (i) that all of the property which is to be leased, financed or sold, as applicable, pursuant to the rental agreement, lease agreement, equipment finance agreement, note, security agreement, loan and security agreement, conditional sale agreement or similar document referenced above (which may be one or more schedules to a master agreement) (the "Agreement") between Ascentium Capital LLC as payee, lessor, lender, secured party or seller and the undersigned as renter, lessee, debtor, buyer or other obligor (the "Equipment"), has been delivered to, and received by, the undersigned, (ii) the Equipment conforms in all respects to that ordered by the undersigned, (iii) its condition is satisfactory in all respects to the undersigned and (iv) that the Equipment is accepted by the undersigned under the Agreement in all respects, and the undersigned hereby irrevocably directs Ascentium Capital LLC to pay the equipment suppliers the purchase price of the Equipment.

The undersigned agrees that a facsimile or other copy of this Delivery and Acceptance Certificate, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. By executing this Delivery and Acceptance Certificate the undersigned irrevocably acknowledges and agrees that the undersigned's non-terminable installment payment and other obligations under the Agreement have commenced.

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

# Important Documents



Regarding Your Agreement Number:

**Date** March 5 2014  
**Debtor Name** Example Docs LLC  
**Debtor Address** 43RD ST  
Owatonna, MN 55060

Dear Valued Customer,

Balboa Capital is pleased to be working with you to earn your business and complete the equipment financing transaction. We strive to give you the best customer service possible, so please feel free to call your Account Executive with any questions you may have.

Enclosed you will find the necessary documents to complete your equipment financing. Please complete and sign the documents as indicated and return them by one of the following options:

Return documents **via overnight mail** to the following address:

**Balboa Capital Corporation**  
**Attn: Business Center**  
**2010 Main Street 11<sup>th</sup> Floor**  
**Irvine, CA 92614**

### Be sure to follow these simple instructions when signing the documents:

1. Please ensure the Company Resolution, if applicable, is signed by an officer or other authorized representative of your company other than the person signing the agreement.
2. Please do not cross out or make any changes on the documents without first discussing such changes with your Account Executive.

### Enclosed Documents:

Equipment Financing Agreement	Exhibit "A"
ACH Agreement	Request for Drivers License Copy
Company Resolution	Personal Guaranty
Disbursement Authorization	EFA PG

### Please forward the above documents with the following items:

Advance Payment(s):	<u>                    </u>	<b>\$0.00</b>
Loan Fee:	<u>                    </u>	<b>\$0.00</b>
<b>Total Amount Due:</b>	<u>                    </u>	<b>\$0.00</b>

- **Tax ID Number:** \_\_\_\_\_
- **Email Address:** \_\_\_\_\_
- **Mobile Number:** \_\_\_\_\_
- **Fax Number:** \_\_\_\_\_
- **Tax Exemption Certificate (If available)**
- **Copy of all invoices and cancelled checks**
- **Copy of current and valid driver's license for each of the lease signors and guarantors**

Please note that you will be invoiced for standard closing costs once your equipment financing transaction has been completed including applicable prorated rent and other expenses directly related to the completion of your equipment financing.

If you have any questions, please contact your Account Executive at Eric M. Bisson at 949-553-3480.

Thank you for choosing Balboa Capital Corporation for your financing needs. Balboa is here to help you get the equipment you need to help your business grow.



EQUIPMENT FINANCING AGREEMENT (Page 1 of 2)

Agreement # 000-000

Debtor Information

Business Name: Example Docs LLC, Business Address: 43RD ST Owatonna, MN 55060, Collateral Location: (if different than billing address of Debtor), Business Phone: 9495533480, Business Tax ID#:

Full Description Of Collateral Including Model, Serial Numbers: As delineated on Exhibit "A", Equipment Cost: \$100,000.00, Initial Payment: SECURITY DEPOSIT: \$0.00, FIRST PAYMENT: \$1,909.98, LAST PAYMENT: \$1,919.98, Loan Fee: \$0.00, Total Amount Due: \$0.00

TERMS OF EQUIPMENT FINANCING AGREEMENT

Debtor and Creditor agree as follows:

1. SECURITY INTEREST: Debtor hereby grants Creditor a security under the Uniform Commercial Code... 2. PAYMENTS: Debtor shall repay creditor the above Total of Payments in the number of monthly installments... 3. NO AGENCY... 4. NON CANCELABLE AGREEMENT... 5. FINANCING... 6. LOCATION; INSPECTION; USE... 7. ALTERATIONS; SECURITY INTEREST COVERAGE... 8. MAINTENANCE... 9. LOSS AND DAMAGE; CASUALTY VALUE... 10. PAYMENT OF FINANCING AGREEMENT OBLIGATIONS...

Account Number: \_\_\_\_\_ ABA / Routing Number: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_ Initials \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT.

(CREDITOR) BALBOA CAPITAL CORPORATION, 2010 Main Street, Irvine, Ca 92614. (DEBTOR) Example Docs LLC, 43RD ST, Owatonna, MN 55060. Signatures and dates for both parties.



11. **TITLING.** If requested by Creditor, Debtor shall cause an Item of Collateral subject to title registration laws to be titled as directed by Creditor. Debtor shall advise Creditor promptly as to any necessary re-titling. Debtor shall cause all documents of title to be furnished Creditor within sixty (60) days of the date of any titling effected by Debtor.

12. **TAXES.** Debtor agrees to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If Creditor pays any of the above for Debtor, Debtor agrees to reimburse Creditor and to pay Creditor a processing fee for each payment Creditor makes on Debtors behalf. In addition, Debtor also agrees to pay Creditor any filing fees prescribed by the Uniform Commercial Code or other law and reimburse Creditor for all costs and expenses involved in documenting and servicing this transaction. Debtor further agrees to pay Creditor an origination fee on or before the date the first payment is due. Debtor also acknowledges that in addition to the lease payments, Creditor may assess and Debtor may be required to pay additional taxes and/or fees. Such fees may not only cover Creditors costs they may also include a profit.

13. **INSURANCE.** Debtor agrees to maintain, at Debtor's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Creditor as a loss payee on a "Lender's Loss Payable" endorsement; and public liability insurance, in amounts acceptable to Creditor, naming Creditor as an additional insured (together "Required Insurance"). Debtor must provide Creditor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Equipment Finance Agreement or of any subsequent written request. If Debtor does not do so, Creditor may obtain insurance from an insurer of Creditor's choosing in such forms and amounts as Creditor selects ("Insurance"). Insurance covers the Equipment and Creditor only and not Debtor. Debtor shall pay Creditor periodic charges for Insurance ("Insurance Charges") that include: a premium that may be higher than if Debtor maintained Required Insurance separately; a finance charge of up to the implicit rate of the Equipment Finance Agreement on any premium advances made by Creditor or Creditors agents; and billing and processing fees; each of which may generate a profit to Creditor and Creditor agents. If Debtor fails to pay billed Insurance Charges within 30 days of their due date, Creditor may pay them by applying funds paid under the Equipment Finance Agreement or debiting Debtor's account under any previously authorized automatic payment. Debtor agrees to arbitrate any dispute with Creditor or Creditor agents regarding Insurance or Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such agreement does not authorize class action arbitration. At Creditor's election, in lieu of obtaining or continuing Insurance, Creditor may require Debtor to pay a monthly additional fee up to 2% of the Equipment Cost. This fee is not calculated with reference to additional risk and constitutes additional profit for Creditor, but represents the basis on which Creditor is willing to forgo or continue exercising remedies and continue this Agreement without Required Insurance. Debtor will receive no insurance coverage and will not be released from any obligations. Creditor is not selling insurance. Creditor will cease charging the additional fee or billing for Insurance 30 days after Debtor provides satisfactory proof of Required Insurance and compliance with this section.

14. **CREDITOR'S PAYMENT.** If Debtor fails to perform any of its obligations hereunder, Creditor may perform such obligation, and Debtor shall (a) reimburse Creditor the cost of such performance and (b) pay creditor the service charge contemplated in paragraph 21.

15. **INDEMNITY.** Debtor shall indemnify, defend and hold Creditor harmless against any claim, action, liability or expense, including attorneys' fees and court costs, incurred by Creditor related to this agreement. While it is not anticipated that Creditor shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim.

16. **DEFAULT.** Any of the following constitutes an event of default hereunder: (a) Debtor's failure to pay any amount hereunder, within three (3) business days of when due; (b) Debtor's default in performing any other obligation hereunder or under any agreement between Debtor and Creditor; (c) death or judicial declaration of competency of Debtor, if an individual; (d) the filing by or against Debtor of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, agreement or extension; (e) the making of an assignment of a substantial portion of its assets by Debtor for the benefit of creditors, appointment of a receiver or trustee for Debtor or for any Debtor's assets, institution by or against Debtor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of Debtor, Debtor's cessation of active business affairs or the making by Debtor of a transfer of a material portion of Debtor's assets or inventory not in the ordinary course of business; (f) the occurrence of an event described in (c), (d), or (e) s to a guarantor of other surety of Debtor's obligations hereunder, (g) any misrepresentation of a material fact in connection herewith by or on behalf of Debtor; (h) Debtor's default under a lease or agreement providing financial accommodation with a third party or (i) creditor shall in good faith deem itself insecure as a result of a material adverse change in Debtor's financial condition or otherwise.

17. **REMEDIES.** Upon the occurrence of an event of default Creditor shall have the right, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and in connection therewith Creditor may: (a) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all Items of Collateral without notice or demand to Debtor; (b) take possession of and, if deemed appropriate, render unusable any or all Items of Collateral, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) require Debtor to assemble any or all Items of Collateral at a location in reasonable proximity to their designated location hereunder, (d) upon notice to Debtor required by law, sell or otherwise dispose of any Items of Collateral, whether or not in Creditor's possession, in a commercially reasonable manner at public or private sale and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the obligations of Debtor hereunder with Debtor remaining liable for any deficiency and with any excess being returned to Debtor or (e) utilize any other remedy available under the Uniform Commercial code or otherwise to Creditor.

All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Creditor may if permitted by law

bid and become the purchaser at any such sale.

18. **LITIGATION EXPENSES.** Debtor shall pay Creditor its costs and expenses not offset as provided in paragraph 17, including repossession and attorneys' fees and court costs, incurred by Creditor in enforcing this agreement. This obligation includes the payment of such amounts whether an action is filed and whether an action which is filed is dismissed.

19. **ASSIGNMENT.** Without the prior written consent of Creditor, Debtor shall not sell, lease or create or allow any lien other than Creditor's security interest against an Item of Collateral or assign any of Debtor's obligations hereunder. Debtor's obligations are not assignable by operation of law. Consent to any of the foregoing applies only in the given instance. Creditor may assign, pledge or otherwise transfer any of its rights but none of its obligations hereunder without notice to Debtor. If Debtor is given notice of any such assignment, Debtor shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice. The rights of an assignee to amounts due hereunder shall be free of any claim or defense Debtor may have against Creditor, and Debtor agrees not to assert against an assignee any claim or defense which Debtor may have against Creditor. Subject to the foregoing, this agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties.

20. **MARKINGS; PERSONAL PROPERTY.** Debtor shall mark the Collateral or its location as requested by Creditor to indicate Creditor's security interest. As between the parties the Collateral shall at all times be deemed personal. Debtor will provide Creditor any real property waivers requested by Creditor as to the real property where an Item of Collateral is or is to be located.

21. **LATE PAYMENT.** If Debtor fails to pay any amount to be paid hereunder within Three (3) days of when due, Debtor agree to pay us (a) eighteen percent (18%) of each such late payment (to the extent permitted by law) (b) amounts Creditor pays others in connection with the collection of the payment and (c) interest on such unpaid amount from the date due until paid at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law. No more than a single charge under subparagraph (a) will be due in any given month.

22. **SECURITY INTEREST RELEASE.** At such time as there is no outstanding obligation secured hereby (including obligations under other agreements contemplated under paragraph 1) Creditor shall provide Debtor such termination statements related to the Collateral as Debtor shall reasonably request. Debtor shall be responsible for the filing of each such termination statement.

23. **ADDITIONAL DOCUMENTS.** Debtor shall provide to Creditor such financing statements and similar documents as Creditor shall request. Debtor authorizes Creditor where permitted by law to make filings of such documents without Debtor's signature. Debtor further shall furnish Creditor (a) a fiscal year end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year and (b) such other information and documents not specifically mentioned herein relative to this agreement as Creditor may request. Debtor shall reimburse Creditor for all search and filing fees incurred by Creditor related hereto.

24. **NOTICES.** Notices shall be in writing, and sufficient if mailed to the party involved, United States mail first class postage prepaid, at its respective address set forth above or at such other address as such party may provide on notice in accordance herewith. Notice so given shall be effective when mailed. Debtor shall promptly notify Creditor of any change in Debtor's address.

25. **GENERAL.** This agreement constitutes the entire agreement of the parties as to the subject matter and shall not be amended, altered or changed except by a written agreement signed by the parties. Any waiver by Creditor must be in writing, and forbearance shall not constitute a waiver. Whenever the context of this agreement requires, the neuter includes the masculine or feminine and the singular includes the plural. If there is more than one Debtor named in this agreement, the liability of each shall be joint and several. The titles to the paragraphs of this agreement are solely for the convenience of the parties and are not an aid in the interpretation. This agreement shall be governed by the law of the State of California. Venue for any action related to this agreement shall be in an appropriate court in Orange County, California or the home county and state of anyone holding Creditor's interest as it may be assigned from time to time, to which Debtor consents, or in an appropriate court in another jurisdiction selected by Creditor which has jurisdiction over the parties. Any provision declared invalid shall be deemed severable from the remaining provisions which shall remain in full force and effect. Time is of the essence of this agreement. The obligations of Debtor shall survive the release of the security interest in the Collateral.

26. **DEBTOR'S WARRANTIES. DEBTOR CERTIFIES AND WARRANTS:**(a) THE FINANCIAL AND OTHER INFORMATION WHICH DEBTOR HAS SUBMITTED, OR WILL SUBMIT, TO CREDITOR IN CONNECTION WITH THIS AGREEMENT IS, OR SHALL BE AT TIME OF SUBMISSION, TRUE AND COMPLETE; (b) THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY DEBTOR AND UPON EXECUTION BY DEBTOR SHALL CONSTITUTE THE LEGAL, VALID AND BINDING OBLIGATION, CONTRACT AND AGREEMENT OF DEBTOR ENFORCEABLE AGAINST DEBTOR IN ACCORDANCE WITH ITS TERMS; AND (c) EACH SHOWING PROVIDED BY DEBTOR IN CONNECTION HEREWITH MAY BE FULLY RELIED UPON BY CREDITOR NONWITHSTANDING ANY TECHNICAL DEFICIENCY IN ATTESTATION OR OTHERWISE. THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF DEBTOR WARRANTS THAT PERSON'S DUE AUTHORITY TO DO SO. DEBTOR FURTHER WARRANTS THAT EACH ITEM OF COLLATERAL SHALL AT THE TIME CREDITOR FUNDS THE TOTAL ADVANCE BE OWNED BY DEBTOR FREE AND CLEAR OF LIENS OR ENCUMBRANCES AND BE IN GOOD CONDITION AND WORKING ORDER.

27. **Counterparts and Facsimile Signatures.** If this Agreement was sent electronically, Debtor hereby warrants that this Agreement has not been altered in any way. Any alteration or revision to any part of this Agreement or any attached documents will make all alterations or revisions non-binding and void. Only one counterpart of this Agreement and of each Schedule, Addenda, or Exhibit attached hereto shall bear our ink signed signature and shall be marked "Original". To the extent that any Equipment Financing Agreement, Schedule, Addenda or Exhibit hereto constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in this Agreement, Schedule, Addenda or Exhibit that bears our ink signed signature and is marked "Original".



**DISBURSEMENT AUTHORIZATION**

TO: Balboa Capital Corporation

The undersigned hereby certifies that all the property described below (the "Equipment"), which is to be financed for the undersigned pursuant to the Equipment Financing Agreement No. 000-000 dated as of \_\_\_\_\_, (the "Agreement") between **Balboa Capital Corporation** and the undersigned, as Debtor, has been furnished to the undersigned, that delivery and installation has been fully completed and that the Equipment is acceptable in all respects to the undersigned.

In view of the above, the undersigned hereby authorizes and requests you to pay for the Equipment in accordance with the terms of any purchase orders the undersigned may have issued for the same and/or to pay the undersigned the advance amount to the extent the undersigned has previously paid for the Equipment, as appropriate. The undersigned acknowledges that you are relying upon this executed Delivery and Acceptance Certificate in so doing. Debtor hereby authorizes Creditor to disburse the Total Advance as follows:

<u>Payee Name</u>	<u>Amount</u>
Example Vendor _____	\$100,000.00
_____	_____
_____	_____
Total Amount to be Disbursed	<u>\$100,000.00</u>

**EQUIPMENT - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**


The undersigned recognizes that by executing this Delivery and Acceptance Certificate the undersigned's non-terminable installment payment obligation under the Agreement will commence. The undersigned reaffirms its understanding that the Agreement is solely a financing agreement and that, accordingly, you have made no express warranties as to the Equipment of any other matter and that there are no related implied warranties created by law and further that, accordingly, the undersigned's obligation to pay amounts due under the Agreement will not be affected by any problems the undersigned experiences with the Equipment or any similar or dissimilar occurrence as also set forth in the Agreement.

Date Equipment accepted by Debtor ("*Acceptance Date*")  
\_\_\_\_\_ (Date)

I hereby authorize \_\_\_\_\_ to orally verify my/our acceptance of the equipment subject to Equipment Finance Agreement # 000-000 in my absence

**"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."**

Debtor Name: Example Docs LLC

 By: \_\_\_\_\_  
Name: John Johnson  
Title: Managing Member

Date: 03/05/14



**EXHIBIT 'A'**  
**EQUIPMENT DESCRIPTION**

The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the equipment subject to Equipment Financing Agreement ("Agreement") Number 000-000. By signing below, I, the debtor, acknowledge that I choose to finance the equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in the agreement, which is the governing document to this equipment financing regardless of the price and terms (if any) indicated on the invoice(s).

EQUIPMENT DESCRIPTION	INVOICE #	INVOICE DATE	VENDOR NAME

Equipment Financing Agreement Number 000-000

Debtor Name Example Docs LLC

 By: \_\_\_\_\_

Name: John Johnson

Title: Managing Member

Date: 03/05/14

Page 1 of 1

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."



## COPY OF DRIVERS LICENSE

Equipment Financing Agreement Number: 000-000

Debtor Name: Example Docs LLC

Please include a copy of your driver's license; with picture and signature, or another form of photo identification with signature.

Please provide a copy from the following individuals:

Signor John Johnson

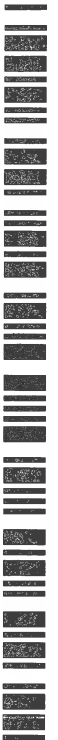
PG 1 John Johnson

PG 2 Jane Johnson

PG 3 \_\_\_\_\_

PG 4 \_\_\_\_\_

Place copy of Driver's License(s) below:





## PERSONAL GUARANTY

Equipment Financing Agreement # 000-000

**THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS.** When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor (s)** indicated below. When we use the words **we, us** and **our** in this Personal Guaranty, we mean **BALBOA CAPITAL CORPORATION**, its successors and assigns.

In consideration of our entering into the equipment financing agreement above ("EFA"), you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of any and all obligations of the Customer ("Debtor") under the EFA and any other financial transaction of any kind whatsoever, whether now existing or hereafter arising with us. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Debtor or against the Equipment covered by the EFA or against any collateral or security held by us. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the EFA and you will be bound by such changes. If the Debtor defaults under the EFA, you will immediately perform all obligations of the Debtor under the EFA, including, but not limited to, paying all amounts due under the EFA. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Debtor. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Debtor in the event you pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary.

**THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU CONSENT TO THE JURISDICTION OF THE COUNTY OF ORANGE IN THE STATE OF CALIFORNIA. YOU HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.**

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

 X \_\_\_\_\_

John Johnson  
Name

03/05/14  
Date

\_\_\_\_\_  
S. Oak Ave  
Owatonna, MN 55060  
Home Street Address, City, State, Zip Code

11111111  
Social Security Number

\_\_\_\_\_  
Phone Number



## PERSONAL GUARANTY

Equipment Financing Agreement # 000-000

**THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS.** When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor (s)** indicated below. When we use the words **we, us** and **our** in this Personal Guaranty, we mean **BALBOA CAPITAL CORPORATION**, its successors and assigns.

In consideration of our entering into the equipment financing agreement above ("EFA"), you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of any and all obligations of the Customer ("Debtor") under the EFA and any other financial transaction of any kind whatsoever, whether now existing or hereafter arising with us. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Debtor or against the Equipment covered by the EFA or against any collateral or security held by us. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the EFA and you will be bound by such changes. If the Debtor defaults under the EFA, you will immediately perform all obligations of the Debtor under the EFA, including, but not limited to, paying all amounts due under the EFA. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Debtor. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Debtor in the event you pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary.

**THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU CONSENT TO THE JURISDICTION OF THE COUNTY OF ORANGE IN THE STATE OF CALIFORNIA. YOU HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.**

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

 X \_\_\_\_\_

Jane Johnson  
Name

03/05/14  
Date

\_\_\_\_\_  
S. Oak Ave  
Owatonna, MN 55060  
Home Street Address, City, State, Zip Code

11111111  
Social Security Number

\_\_\_\_\_  
Phone Number

---

**U.S. Small Business Administration**

**NOTE**

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SBA Loan #
SBA Loan Name
Date
Loan Amount
Interest Rate
Borrower
Operating Company
Lender

**1. PROMISE TO PAY:**

In return for the Loan, Borrower promises to pay to the order of Lender the amount of \_\_\_\_\_ Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

**2. DEFINITIONS:**

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

### 3. PAYMENT TERMS:

~~Borrower must make all payments at the place Lender designates. The payment terms for this Note are:~~

The interest rate on this Note will fluctuate. The initial interest rate is 6.00% per year. This initial rate is the prime rate in effect on the first business day of the month in which SBA received the loan application, plus 2.75%. The initial interest rate must remain in effect until the first change period begins unless reduced in accordance with SOP 50 10.

Borrower must pay a total of 2 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter, payments must be made on the first calendar day in the months they are due.

Borrower must pay principal and interest payments of \_\_\_\_\_ every month, beginning three months from the month this Note is dated; payments must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender and Borrower may agree to pay an additional amount into an escrow account for payment of real estate taxes and required insurance related to commercial real estate securing the loan. Any such account must comply with SOP 50 10.

The interest rate will be adjusted every calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month (as published in a national financial newspaper or website) in which SBA received the application, or any interest rate change occurs. Base Rates will be rounded to two decimal places with .004 being rounded down and .005 being rounded up.

The adjusted interest rate will be 2.75% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

The spread as identified in the Note may not be changed during the life of the Loan without the written agreement of the Borrower.

For variable rate loans, the interest rate adjustment period may not be changed without the written consent of the Borrower.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.



**LOAN PREPAYMENT:**

Notwithstanding any provision in this Note to the contrary:

**Borrower may prepay this Note.** Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

**Subsidy Recoupment Fee.** When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date on which the loan is first disbursed, 5% of the total prepayment amount;
- b. During the second year after the date on which the loan is first disbursed, 3% of the total prepayment amount; and
- c. During the third year after the date on which the loan is first disbursed, 1% of the total prepayment amount.

All remaining principal and accrued interest is due and payable 25 years and 2 months from the date of this Note.

**Late Charge:** If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 3% of the unpaid portion of the regularly scheduled payment.

**4. DEFAULT:**

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

**5. LENDER'S RIGHTS IF THERE IS A DEFAULT:**

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

**6. LENDER'S GENERAL POWERS:**

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;

- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

**7. WHEN FEDERAL LAW APPLIES:**

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

**8. SUCCESSORS AND ASSIGNS:**

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

**9. GENERAL PROVISIONS:**

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE - SPECIFIC PROVISIONS:

None.

**11. BORROWER'S NAME(S) AND SIGNATURE(S):**

**By signing below, each individual or entity becomes obligated under this Note as Borrower.**

A large, empty rectangular box with a thin black border, intended for the borrower's name and signature. The box is currently blank.

**EXHIBIT L**

[Brand Pages](#)[Quick Links](#)[Vendor Directory](#)[Profitability Resources](#)

[Home](#) / [Brand Pages](#) / [Suburban Studios](#) / [Rules & Regulations](#) / [R&Rs by Categories](#)

**Compliance & QA**

**Rules & Regulations**

View Rules & Regulations by:  [By Products](#) |  [By Category](#)

# Suburban Studios Rules & Regulations by Categories

## [Preface & Introduction](#)

## Operating Standards

### [Rules of Operation](#)

- 100 Introduction
- 100.0 General Rules of Operation
- 110.0 Guest Facilities
- 120.0 Hotel Services
- 130.0 Guest Service Programs & Standards
- 140.0 Marketing Programs
- 150.0 Guest Amenities & Supplies
- 160.0 Staffing & Training
- 170.0 Hotel Technology & Reservation Standards
- 180.0 Quality Assurance
- 190.0 Safety, Security & Risk Control

### [Food & Beverage Operations](#)

- 200 General

## Product Standards

### Construction/Project Management

- 300 Introduction
- 300.0 Licensee Responsibilities
- 310.0 Submittal Process
- 320.0 Construction

### Architecture & Engineering

- 400 Introduction
- 410.0 Approach
- 410.1 Welcome
- 410.2 Public Space Food Service
- 410.3 Meeting Space - Optional
- 410.4 Public Space Circulation
- 410.5 Guest Services
- 410.6 Recreation
- 410.7 Public Space Finishes & Furnishings
- 420.0 Guest Suite
- 420.1 Guest Bath
- 420.2 Guest Suite/Bath Finishes & Furnishings
- 430.0 Back of House Administration
- 430.1 Back of House Food Service
- 430.2 Housekeeping
- 430.3 Back of House Circulation
- 430.4 Engineering
- 430.5 Back of House Finishes & Furnishings
- 440.0 System Information

### Interior Design

- 500 Introduction
- 510.1 Welcome
- 510.2 Public Space Food Service
- 510.3 Meeting Space - Optional
- 510.4 Public Space Circulation
- 510.5 Public Guest Services
- 510.6 Recreation



- 510.7 Public Space Finish Standards
- 520.0 Guest Suite
- 520.1 Guest Bath
- 520.2 Guest Suite / Kitchen Finishes & Standards
- 520.3 Guest Bath Finishes & Standards
- 530.0 Back of House Administration
- 530.1 Back of House Food Service
- 530.2 Housekeeping
- 530.3 Back of House Circulation
- 530.4 Back of House Finish Standards

## Identity Standards

### [Service Marks, Signage & Independent WebSites Usage](#)

- 600 Introduction
- 600.0 Service Marks & Usage

[Home](#) [About Us](#) [Contact Us](#) [Become a Qualified Vendor](#) [Sitemap](#) [Privacy Policy](#) [Terms of Use](#)

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**EXHIBIT M**

# FAIR FRANCHISING POLICY

(Updated January 2023)

Choice Hotels International, Inc. (“Choice,” “we,” or “us”) and our franchisee(s) (“Franchisee”, “Franchisees”, or “you”) share substantial interests in the success of our brands, as well as the worldwide lodging system they comprise (“System”). Choice and its Franchisees all benefit when Choice considers System interests first when making policies. For these reasons, Choice has adopted the following guiding principles, which may be modified from time to time in our sole discretion. Any substantive changes to this policy will be conducted in consultation with our Franchisee Associations.

## Mission Statement

Both Choice and our Franchisees have a responsibility to build and maintain the System. At the individual property level, it is your responsibility to represent your hotel’s brand in a manner that continually builds brand equity; and we are responsible for confirming that general System and individual brand standards are met throughout the entire Choice franchise System.

Even under the best of circumstances, however, we realize that situations can arise that may create conflict between Choice and our Franchisees. Accordingly, Choice maintains this fair franchising policy (“Fair Franchising Policy”) to help us mutually address these situations. The Fair Franchising Policy contains standards relating to the System and is available for review at any time. We also have an Ombudsperson and Vice President of Owner & Portfolio Strategy dedicated to addressing any conflicts between Choice and Franchisees in a manner that is fair and non-retaliatory to all parties concerned. We encourage you to contact any member of our Fair Franchising Department to discuss the Fair Franchising Policy or any concerns that you have regarding your relationship with Choice.

## Impact

Choice and Franchisees agree that every Choice brand, each property, and the entire System benefit from strategic growth and strong brand awareness.

**Impact Policy.**<sup>1</sup> In some cases, a Franchisee may believe that a third party’s application for a new Choice franchise is too close in proximity to the Franchisee’s existing property. To address this concern, Choice has instituted an incremental impact policy (“Impact Policy”), which has been benchmarked with our competitors and tailored to carefully balance the rights of existing Franchisees with the need for growth that benefits our entire System. The Impact Policy permits a Franchisee (in good standing) to object to the grant of a same-brand franchise, if the applying franchise is within a specified radius of the existing Franchisee’s property.

Under the Impact Policy, we will notify both your designated representative and the general manager of your property: (i) by electronic mail, if we have received an application for a hotel of a different brand than your hotel, the proposed hotel is within 5 miles of your existing property, and your existing brand is covered by the Impact Policy; (ii) in writing (via express mail to the designated representative and via first-class mail to the general manager), if we have accepted an application for a same-brand hotel and the applying franchise is within a specified radius of your property; or (iii) by telephone, if you are an applicant and we have received an additional application for a same-brand hotel to be located within the *Area of Enhanced Protection* (as defined more fully in the Impact Policy) of your proposed hotel.

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<sup>1</sup> As of the date of this Fair Franchising Policy, the Impact Policy applies only to the following brands: Clarion, Comfort, Econo Lodge, MainStay Suites, Quality, Rodeway Inn, and Sleep Inn.

**First opportunity to develop in franchisee's Area of Enhanced Protection (AOEP).** In addition to the objection rights described above, each existing franchisee in good standing with Choice will have the option of submitting an application for a new same-brand hotel within its AOEP before Choice will approve a same-brand application within that AOEP from another prospective franchisee. Specifically, Choice will permit existing franchisees to submit an application for a same-brand property within 15-calendar days of being notified of a proposed application by another prospective franchisee, and the existing franchisee will receive preference in the application for a same-brand property. In making a final decision, however, we will also consider other factors, such as site location, financing, relative strength of each application and Choice's past experience with the existing franchisee. Finally, our Franchise Development team will inform the existing franchisee of our decision before we grant final approval of an application for a same-brand hotel within that franchisee's AOEP.

**Consultation.** As has been our practice, we will continue to consult with our Franchisees on amendments and modifications to the Impact Policy. For more information, please refer to our **Impact Policy**, at [www.choicecentral.com](http://www.choicecentral.com) or call the Fair Franchising Department for a detailed explanation of our Impact Policy.

## **Exercise of Contractual Outs**

**Company Philosophy.** Choice is committed to meeting the evolving needs of its guests across all of its brands and driving continued brand equity. It is imperative that each hotel delivers a top-notch, consistent experience to every guest, every time. Our brands are as strong as their weakest performer, so if a guest has a bad experience at one hotel, it adversely impacts us all and the System. Not only should each hotel be clean, in good condition and in working order, they should be modern, up-to-date, and competitive within their markets. Choice's contractual out evaluation process was created to ensure that we all meet these objectives.

**Contractual Out Evaluation Process.** For some brands the franchise agreement may include a mutual right to terminate the franchise agreement on the 5<sup>th</sup>, 10<sup>th</sup>, or 15<sup>th</sup> anniversary of the Opening Date by providing advance written notice.<sup>2</sup> Choice reviews every active property prior to these anniversaries and evaluates the following aspects of the hotel:

- How well does the hotel meet guest expectations as measured by Guest Insight System ("GIS") scores and customer complaints?
- How do the hotel's GIS scores and guest complaints compare to other hotels within its brand?
- How strongly does the hotel compete in its local market as determined by Smith Travel Research (STR) reports compared to both local competitive set and tract chain scale?
- What is the hotel's historic pass/fail rate for Quality Assurance ("QA") inspections?
- Has the hotel been defaulted in the past for any reason, including but not limited to QA, After Entering System ("AES"), credit or legal reasons?
- How does the physical plant of the hotel compare to its competitive set within its market?
- How does the physical plant of the hotel compare to other hotels within its brand?
- If there are gaps between the property and its competitive set or peers, can the property be updated cost-effectively?

**Risk Factors.** In keeping with Choice's philosophy, we review in detail the aggregate results of these

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<sup>2</sup> As of the date of this Fair Franchising Policy, there is no mutual right of termination in our standard WoodSpring franchise agreement. For our Comfort brands, the standard franchise agreement includes an out on the 5th anniversary of the Opening Date for conversion properties only. For Cambria, the standard form franchise agreement includes outs at the 10th and 15th anniversary of the Opening Date for Mainstay and Sleep, the standard franchise agreement includes an out on the 10<sup>th</sup> and 15<sup>th</sup> anniversaries of the Opening Date for new construction properties only. For Rodeway, the standard franchise agreement includes annual outs on the anniversary of the Opening Date.

questions referenced above for each hotel. In particular, we take into account any unique aspects of the hotel's market or its guest base. There is no standardized formula that is applied to every hotel and each situation is evaluated independently. Furthermore, typically Choice reserves the right under the franchise agreement to exercise its contractual out for any reason or no reason at all, subject to state law. There are certain factors, however, that place a property at greater risk that Choice typically will exercise its contractual out, including but not limited to (subject to state law):

- The property's Likelihood to Recommend ("LTR") score places it in the bottom third of its brand for the most recent 12 month period.
- The property has guest complaints per thousand ("CPT") higher than the brand average for the most recent 12 month period.
- The property has a history of shifting between passing and failing scores on QA inspections.
- The property passes its QA inspections but only minimally.
- The property performs below the tract chain scale as determined by STR.
- The physical plant of the property is outdated, worn, and/or in poor condition.

*Note on Comfort Inn:* To achieve the brand's goal of becoming one of the top 3 brands in the Midscale without Food & Beverage segment, all Comfort Inn properties must be held to a higher standard in terms of both guest satisfaction and physical representation. For example, the outside appearance of the hotel must meet or be able to achieve a consistent, above-average guest experience when compared to other hotels within the brand and to its national competitive set, which includes Holiday Inn Express and Fairfield Inn.

If the physical plant of a Comfort Inn property resembles economy-level competitors in the market due to its room size, lobby size, public space, corridor type (interior v. exterior), single loaded v. double loaded, or other aspects, then Choice may elect to exercise its contractual out or, if desirable, discuss the potential for the property to reposition to another Choice brand.

**Management Committee.** Due to the importance of these decisions and their impact on both Choice and the Franchisee, no single person at Choice has the ability to exercise a contractual out. All decisions to exercise this right are made by a Committee and must be unanimously supported by each member of that Committee. The Management Committee is comprised of representatives from:

- Fair Franchising
- Owner & Portfolio Strategy
- Legal
- Development
- Services
- Credit

**Contractual Out Notification Process.** Approximately eighteen (18) months prior to a contractual out, a representative from Choice will contact the Franchisee's Designated Representative if:

1. Choice is considering whether to exercise its contractual out and feels that a Product Improvement Plan ("PIP") is necessary to continue the relationship.
  - The Franchisee's Designated Representative will receive a letter explaining Choice's position and the PIP process. A copy of the letter will be sent to the hotel's General Manager.
  - Once the PIP is prepared, the Franchisee's Designated Representative will receive a phone call from a member of Choice's Owner & Portfolio Strategy department to discuss the scope of work to update the property. (See below)
2. Choice has decided to exercise its contractual out.
  - The Franchisee's Designated Representative will receive a phone call from Choice to discuss the decision.

- If Choice is unable to reach the Franchisee's Designated Representative by phone, Choice will send a letter notifying the hotel of its attempts to contact the Designated Representative by phone and requesting the hotel contact Choice immediately. If Choice is unsuccessful in contacting the Franchisee, then Choice will release a formal Notice of Termination letter generally twelve (12) months prior to the contractual out date. Individual franchise agreements may contain different notice periods. If that is the case, those notice periods will apply, however Choice will attempt to provide as much notice as is reasonably possible.

Please note that each Franchisee is obligated to maintain accurate contact information with Choice. If the Franchisee's Designated Representative name, address, or telephone number on file is no longer valid, then Choice cannot be held responsible for any resulting delays in reaching the Franchisee.

**Product Improvement Plans.** In many cases, Choice will agree to continue its relationship based on an agreed scope of work to update and refresh the property and/or additional training. These requirements will be detailed in the PIP. If Choice and the Franchisee's Designated Representative cannot finalize and execute the PIP twelve (12) months prior to the contractual out date, then Choice may issue a Notice of Termination to the Franchisee's Designated Representative.

This Notice of Termination can be rescinded if subsequent discussions result in a mutually agreeable PIP Addendum that is executed by both parties within 30 days of the Notice of Termination letter.

**Options Available to Properties.** There are 4 options available to properties where Choice has exercised its contractual out:

1. Reposition to Another Choice Brand

In many cases, there will be another Choice brand available in the market for the hotel to consider. There may be many financial benefits to remaining with the Choice System rather than exiting the System completely. When Choice calls the Franchisee's Designated Representative to inform them that Choice is exercising its contractual out, he or she will discuss the availability of this option.

2. Replace the Existing Hotel

Many owners prefer to replace their hotel with a newer product in their market. Please let a Choice representative know your interest in this option and the appropriate person will contact you.

3. Appeal the Decision

If a Franchisee's Designated Representative would like to appeal a contractual out decision, then a letter detailing the request and the reasons for appeal should be emailed to the contact person on the termination notice. Upon receipt of the appeal request, a confirmation email will be sent within approximately 48 hours. The Management Committee will generally review the appeal within 7-10 business days following the receipt confirmation. The Franchisee's Designated Representative will receive the results of the Committee review via email.

4. Early Termination following Choice's exercise of a window.

When Choice exercises its option to terminate a franchise agreement at a contractual out, and a franchisee in good standing wishes to leave the Choice system before the agreed-upon termination date, Choice will take special consideration, on a case-by-case basis, in reviewing a franchisee's request to discount or waive any liquidated damages that may be owed due to the early termination.

**Non-retaliation.** In deciding whether to exercise our contractual out, Choice will not discriminate or retaliate against a property that has requested or is in the process of requesting an impact study or has

challenged some other action taken by Choice.

### **Marketing and Reservation Services Funds:**

**Consultation.** Choice is committed to the practice of consulting with its applicable franchisee association(s) on certain marketing campaigns the company undertakes and generally on the use of monthly fees designated for marketing, and reservation services. The franchise associations also are consulted on changing the amounts of those fees.

**Disclosure.** Upon request, Choice will make available to Franchisees its unaudited financial statements for those portions of System fees that are designated for marketing and reservation services purposes. Choice has no obligation to separate incomes or expenditures between Choice brands. Moreover, as a public company, Choice will continue to report its System fees (including marketing and reservations fees) in accordance with GAAP (generally accepted accounting principles) on its income statements, which are reviewed and published quarterly.

### **Corporate Ethics:**

**Ethical Conduct.** Choice expects all Choice associates, franchisees and vendors to practice “good faith and fair dealing” in all business matters. All Choice associates are subject to a corporate ethics policy that mandates certain standards of conduct. In addition, your franchise agreement contains provisions that require you to operate your franchise in a manner that does not negatively impact Choice and the brand or violate any laws.

### **Termination for Cause:**

**Liquidated Damages.** For most brands, if the standard franchise agreement is terminated before the end of its term, we have generally capped both pre-opening and post-opening liquidated damages at 36 months of historical royalty fees (membership fees for Ascend properties) and the formula applicable to each brand.<sup>3</sup> In addition, under certain circumstances and for certain brands, a 20% discount on liquidated damages will be applied as an incentive for quickly settling accounts unless the franchise agreement was terminated due to your abandonment of the hotel or your cessation of operating the hotel as our brand. Moreover, Choice’s approach to liquidated damages seeks only to recoup future lost royalty fees, not lost system fees. Individual franchise agreements may contain different terms, and your agreement will control the amount of liquidated damages you will have to pay.

**Extraordinary Circumstances.** If you encounter extraordinary, unforeseen circumstances (such as the death of franchisee, environmental issues, permanent disabilities, etc.) that affect your ability to operate your franchise in good standing, it is your responsibility to contact us in a timely manner to work towards possible resolutions. In these instances, we will attempt in good faith to find a mutually acceptable resolution to the particular situation.

### **Transfers:**

**Family Transfer.**<sup>4</sup> If you wish to transfer your franchise to a close adult family member (e.g., current spouse, parent, child, sibling, grandchild or grandparent) (“Close Family Member”), that Close Family Member must demonstrate to us that he or she has both the financial ability and experience necessary to operate your franchise in accordance with Choice standards before we will approve a transfer, among

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<sup>3</sup> Typically, 60 months of historical royalty fees for Cambria. In addition, typically 60 months historical royalty fees for Post-Opening liquidated damages for Suburban and MainStay Hotels.

<sup>4</sup> Ascend Membership Agreements allow a transfer to a close family member for estate planning purposes and does not include a transfer to a Close Family Member based on death and mental incapacity.

other requirements. If the transfer to a Close Family Member occurs outside of circumstances involving death and/or mental incapacity, you must pay an application fee (not to exceed \$7,500), which will be fully refunded if we do not approve the transfer. The terms of your franchise agreement may differ and, in that case, the terms of your agreement may override the family transfer provision described above.

### **Supplier Options:**

**Vendor Exclusivity.** Our Procurement Services Department maintains a list of “Qualified Vendors” of products and services for our franchisees. Certain Qualified Vendors are designated in the Rules and Regulations as exclusive suppliers. Unless required by the Rules and Regulations, you do not have to purchase products that otherwise meet brand standards from Qualified Vendors. We frequently solicit feedback from the elected members of our franchisee associations before implementing new brand standards or vendor requirements. Additionally, for most products and services, we attempt to identify 3 or more vendors who are capable of meeting our brand standards.

### **Building Brand Equity:**

**Quality Assurance Reviews.** Our entire System benefits from positive brand equity. Building brand equity begins at the local level with how you operate your hotel and also includes Brand Standards or Rules and Regulations that we communicate to you in order to ensure that each of our hotels is meeting or exceeding customer expectations.

Brand Standards or Rules and Regulations, as applicable, change from time to time to reflect changing customer trends and in response to our competition. Where applicable, we will consult with the various brand associations regarding significant changes contemplated for the Brand Standards/Rules and Regulations before implementation, and we will provide our franchisees with a reasonable period to absorb such changes financially.

In addition, each of us has an obligation to your guests to require that your hotel meets or exceeds our brand-specific performance and quality standards. In that regard, we will continue to apply our Quality Assurance process in a fair and impartial manner. If at any time you wish to dispute your Quality Assurance scores, you may make an appeal to the Brand Standards & Compliance.

### **Database Information:**

**Prohibited Uses.** We have agreed not to share individual, hotel-specific property reservation data for the sole purpose of selling new franchises.

### **Dispute Resolution:**

There are two mechanisms for handling disputes. The first is an informal process, and the second is through arbitration.

**Informal Process.** We have found that certain disputes with our franchisees can be handled locally or through our established organizational structure. Our Ombudsperson and Vice President of Owner & Portfolio Strategy both provide a retribution-free outlet for our franchisees to share their concerns regarding fairness.

**Arbitration.** The terms of the franchise agreement (which control) generally require all franchise disputes to be resolved by submitting the claim to binding arbitration before the American Arbitration Association or alternative arbitration groups.

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**EXHIBIT N**

**List of All Current Outlets for Fiscal Year Ending December 31, 2022**

<b>Franchisee</b>	<b>Hotel Street Address</b>	<b>Hotel City</b>	<b>Hotel State</b>	<b>Hotel Zip code</b>	<b>Hotel phone number</b>
SHM DELAWARE, LLC	3131 University Drive NW	Huntsville	Alabama	35816	(256) 489-4710
Indiana Extended Stay, LLC	500 N. Wildwood Circle	Birmingham	Alabama	35209	(659) 658-3007
CWP Franchise HoldCo LLC	7501 Madison Ave	Fort Smith	Arkansas	72903	(479) 424-3800
CWP Westminster I LLC	12095 Mariposa Street	Westminster	Colorado	80234	(720) 880-1289
Hamkim, Inc	4005 North Elizabeth Street	Pueblo	Colorado	81008	(719) 544-3480
CORTEZ HOTELS, LLC	1120 East Main	Cortez	Colorado	81321	(970) 565-3761
SANDPIPER ARVADA, LLC,	6455 Sheridan Boulevard	Arvada	Colorado	80003	(720) 889-2111
ASM HOSPITALITY, LLC	522 Silver Slipper Lane	Tallahassee	Florida	32303	(850) 386-2121
J & K SAI HOSPITALITY, LLC	3984 Barrancas Avenue	Pensacola	Florida	32507	(850) 453-4140
GUMBO LIMBO MANAGEMENT & DEVELOPMENT LLC	10150 Metro Parkway	Fort Myers	Florida	33966	(239) 938-0100
STUART HILLS LODGE, LLC	1900 SE Federal Highway	Stuart	Florida	34994	(772) 286-1010
HILLSBOROUGH 1, LLC	6902 W. Hillsborough Ave.	Tampa	Florida	33634	(813) 945-3502
Lakeland Lodge LLC	4335 Williamstown Boulevard	Lakeland	Florida	33810	(863) 315-8996
GB HOLDINGS, LLC	1125 Dr. Martin Luther King Blvd	Melbourne	Florida	32901	(321) 768-9777
AKSHAYA HOSPITALITY, LLC	4432 W. Highway 98	Panama City	Florida	32401	(850) 215-6655
CSRA HOSPITALITY, LLC	1052 Claussen Road	Augusta	Georgia	30907	(706) 737-5550
Aggrandize Liberty LLC	706 E. Oglethorpe Hwy	Hinesville	Georgia	31313	(912) 876-4466
TOWN CENTER HOTEL ASSOCIATES, LLC	2900 George Busbee Parkway	Kennesaw	Georgia	30144	(470) 995-8252
KUBER CAPITAL, LLC	10614 Abercorn Extension	Savannah	Georgia	31419	(912) 920-7700
KHUDKI, INC	111 Robert L Edenfield Drive	Kingsland	Georgia	31548	(912) 576-9400
INFINITY LODGING GROUP, LLC	105 Holiday Drive North	Macon	Georgia	31210	(478) 254-5080
SHRI SUBHA & LABHA, INC.	300 Viking Road	Cedar Falls	Iowa	50613	(319) 268-2222
Shri Gayatri Ma, Inc	2056 LaPorte Road	Waterloo	Iowa	50702	(319) 235-7000
SHIVNEEV, LLC	3320 W. Coliseum Blvd.	Fort Wayne	Indiana	46808	(260) 739-7464
Birmingham Extended Stay Hotel, LLC	1620 Leisure Way	Clarksville	Indiana	47129	(812) 283-9696
South Bend Lodging LLC	52825 Indiana Route 933 N	South Bend	Indiana	46637	(574) 968-4737
G&R HOSPITALITY LLC	935 W. State Rd. 42	Brazil	Indiana	47834	(812) 442-0006
Anjaneya Hotel Inc.	4320 South Street	Lafayette	Indiana	47905	(765) 447-4143
SHOFFNER & MARS, LLC	1623 Cumberland Avenue	Middlesboro	Kentucky	40965	(606) 248-5623
SAMEER, INC.	3051 Hwy 90	Avondale	Louisiana	70094	(504) 324-4900
JCL HOSPITALITY, LLC	111 Jean Street	La Place	Louisiana	70068	(985) 651-1799
BZ Berwick LLC	2033 Highway 90	Berwick	Louisiana	70342	(985) 992-3031
RISHI INVESTMENTS, LLC	2279 Highway 70	Donaldsonville	Louisiana	70346	(225) 257-5035
LAVP INVESTORS LLC	408 Westin Oaks Drive	Hammond	Louisiana	70403	(985) 956-7732
31960 LITTLE MACK LLC	31960 Little Mack Ave.	Roseville	Michigan	48066	(586) 296-2200
Columbia Lodging, LLC	3100 Wingate Court	Columbia	Missouri	65201	(573) 817-0525
BILOXI LODGE, LP	10221 Rodriguez Street	Diberville	Mississippi	39540	(228) 396-5780
KFS CHARLOTTE, LLC	8615 Hankins Road	Charlotte	North Carolina	28269	(704) 598-5445
JAYMIL, LLC	10225 Feldfarm Lane	Charlotte	North Carolina	28210	(704) 544-3993
TWC WILMINGTON, LLC	245 Eastwood Road	Wilmington	North Carolina	28403	(910) 793-1920
SANDPIPER JACKSONVILLE NC, LLC	1323 Lejeune Blvd.	Jacksonville	North Carolina	28540	(910) 346-7759
CITY STUDIOS LLC	2908 Capital Blvd.	Raleigh	North Carolina	27604	(919) 878-9550
Dickinson ND, LLC	4005 Frontier Avenue	Watford City	North Dakota	58854	(701) 842-3130
ASM Hotels LLC	7838 South Highway 281	Grand Island	Nebraska	68803	(308) 384-7771
WOODS CROSS INVESTMENTS, LLC	2401 Wellesley Drive	Albuquerque	New Mexico	87107	(505) 883-8888
Alamogordo Lodging LLC	2500 N White Sands Blvd	Alamogordo	New Mexico	88310	(575) 446-6111
GNH505, LLC	13031 Central Ave., N.E.	Albuquerque	New Mexico	87123	(505) 344-2100
Jai Dev, Inc.	100 Farrell Road	Syracuse	New York	13209	(315) 218-7800
DUNKIRK HOSPITALITY LLC	10455 Bennett Road	Fredonia	New York	14063	(716) 673-1151

S & K HOTEL MANAGEMENT, CORP.	4217 Genesee Street	Buffalo	New York	14225	(716) 633-5501
Reynolds Lodging LLC	7677 Reynolds Road	Mentor	Ohio	44060	(440) 276-6556
Beavercreek Lodging, LLC	3845 Germany Lane	Beavercreek	Ohio	45431	(937) 426-2608
ROUTE 42 HOSPITALITY, LLC	4110 State Road 42	Mason	Ohio	45040	(513) 398-7060
WASHINGTON COUNTY HOSPITALITY, LLC	975 Sheffield Street	Washington	Pennsylvania	15301	(724) 222-4929
SILVERDOT, INC.	1529 Old Brodhead Rd	Monaca	Pennsylvania	15061	(724) 888-2090
PRACHA, LLC	2376 East US 501	Conway	South Carolina	29526	(843) 347-7254
SOUTHERN PINES HOSPITALITY, LLC	1914 West Lucas Street	Florence	South Carolina	29501	(843) 665-2575
RIDDHI VINAYAK HOTELS LLC	1993 Reidville Road	Spartanburg	South Carolina	29301	(864) 804-6363
B & V Hospitality LLC	4620 Dorchester Road	North Charleston	South Carolina	29405	(843) 747-7500
SHREE GOPINATH, INC.	499 Piney Grove Rd.	Columbia	South Carolina	29210	(803) 798-0500
Om Sai of Rock Hill LLC	2625 Cherry Road	Rock Hill	South Carolina	29730	(803) 329-3121
1814 Salem LLC	1814 Salem Road	Cookeville	Tennessee	38506	(931) 528-5411
KFS HERMITAGE, LLC	3910 Central Pike	Hermitage	Tennessee	37076	(615) 871-0505
KFS LEWISVILLE, LLC	1920 Lakepointe Drive	Lewisville	Texas	75057	(972) 459-7777
SONAL HOTELS, LLC	6900 Memorial Boulevard	Port Arthur	Texas	77642	(409) 722-9120
S.A.I LODGING, LLC	2865 West Cardinal Drive	Beaumont	Texas	77705	(409) 554-0670
LOVE'S HOSPITALITY, LLC	3001 Antelope Trail	Midland	Texas	79706	(432) 242-4376
SMRK Business INC	441 Rio Concho Drive	San Angelo	Texas	76903	(325) 249-0742
TWC STERLING, LLC	45510 East Severn Way	Sterling	Virginia	20166	(703) 674-2299
3089-C JEFFERSON DAVIS HWY., INC	3097 Jefferson Davis Highway	Stafford	Virginia	22554	(540) 288-9051
A&C HOTEL, LLC	2403 W Hundred Road	Chester	Virginia	23831	(804) 748-6321
Oaktree Hospitality, LLC	5351 Richmond Road	Williamsburg	Virginia	23188	(757) 645-3636
OMSAI, LLC	2000 Holly Road	Neenah	Wisconsin	54956	(920) 486-3112
UTICA ASSETS, LLC	40 Sterling Drive	Morgantown	West Virginia	26505	(304) 291-2535
NEEMA TRIADELPHIA, LLC	40 Robinson Drive	Triadelphia	West Virginia	26059	(304) 547-1037

**Franchisees who have signed Franchise Agreements for Hotels that were not yet operational as of December 31, 2022**

Franchisee	Licensee Rep Street Address	Licensee Rep City	Licensee Rep State	Licensee Rep Zip code	Licensee Rep phone number
Mitali, LLC	6256 S Robertsdale Ct	Aurora	Colorado	80016	7208105009
Executive Eagles Investments Group, LLC	2904 West International Speedway Bo	Daytona Beach	Florida	32124	3865668761
Nishith Patel, Hardik Patel, Navnit Patel, and Ma0		Dunwoody	Georgia		6786971442
B Humble 3, LLC	2208 Highway 57	Townsend	Georgia	31331	7348287037
PK Vidalia, LLC	545 Finnbar Drive	Cary	North Carolina	27519	2037156125
Dhanusya, LLC	101 Eagle Way	Stockbridge	Georgia	30281	6786971442
PAVAN HOSPITALITY, INC.	9408 Neenah Ave	Morton Grove	Illinois	60053	0
Palmetto Realty Group, INC	1822 W War Memorial Dr	Peoria	Illinois	61614	952240818
Happy Stay LLC	1705 South State Street	Big Rapids	Michigan	49307	9316380114
TITAN HOTELS, LP	21550 Oxnard Street Suite 655	Woodland Hills	California	91367	3107481348
BZ Carmel, LLC	5075 I55 N	Jackson	Mississippi	39206	6192039209
Sarina Management of Branson Inc	4010 Nashville Road	Franklin	Kentucky	42134	5103780850
506 US-45 LLC	400 North Ashley Drive, Suite 1900	Tampa	Florida	33602	8134047303
Kearney Lodging, LLC	1011 S Abilene St	Aurora	Colorado	80012	3036296332
SHRIJI PRANAM LLC	1701 North Second Street	Millville	New Jersey	08332	8563273300
CWP Franchise HoldCo LLC	198 Ocean Ave.	Woodmere	New York	11598	(917) 520-2214
Bob-Mor, Inc	13508 State Route 15	Montpelier	Ohio	43543	4194904224
Akshar Hotels Inc	3925 Chandlee Pl	Columbus	Ohio	43230	6104279615
Cinci Hospitalities Inc.	5589 Kings Mills Road	Mason	Ohio	45040	513-364-3449
Manas Management LLC	6 Dina Lane	Franklin Township	New Jersey	08873	000
Pramukhswami Hotel Group, LLC	25635 Elk Lick Road	Chantilly	Virginia	20152	8144213022
Manas Management LLC	6 Dina Lane	Franklin Township	New Jersey	08873	000
Shri Hari 2020 INC	31 Berkshire Drive	Columbia	South Carolina	29223	8032610276
Krishna2016 LLC	104 Royal Oak Lane	Kathleen	Georgia	31047	8037541441
Shiv of Orangeburg, LLC	3671 Saint Matthews Rd	Orangeburg	South Carolina	29118	9372412592
Anaya Hosptality, LLC	3255 Postoak Drive NW	Cleveland	Tennessee	37312	4235060307
BUCAVI, LLC	3808 Veterans Blvd	Del Rio	Texas	78840	4092910205
Mohan Group, LLC	3215 South Street	Nacogdoches	Texas	75964	9362054303
Gainesville Business Group LLC & Green Point In	4132 Kickapoo Trail	Carrollton	Texas	75010	2142267500
Sai Krupa Hospitality LLC	11528 S 4055 West	South Jordan	Utah	84009	8014000657
VADEKMAA OUNS LLC	4907 Renee Lane	Roanoke	Virginia	24018	4342427335
1587 Springhill Holdings LLC	8171 Maple Boulevard, Suite 380	Fulton	Maryland	20759	3015923891
Shree Kuleshvari 2 LLC	512 Chateau Ln	Waynesboro	Virginia	22980	4432433797
Durga Management LLC	36881 North Kimberwick Lane	Wadsworth	Illinois	60083	4142828800
1010 Washington Street Hotel, LLC	420 Great Neck Rd	Great Neck	New York	11021	5167739300

**EXHIBIT O**

**Franchisees that left the System during Fiscal Year Ending December 31, 2022**

<b>Franchisee</b>	<b>Licensee Rep Street Address</b>	<b>Licensee Rep City</b>	<b>Licensee Rep State</b>	<b>Licensee Rep Zip code</b>	<b>Licensee Rep phone number</b>
MERAKI HOSPITALITY, LLC	9929 Coronado Lake Drive	Boynton Beach	Florida	33437	5616289631
Blue Ash Lodging, LLC	1537 Burberry Lane	Schaumburg	Illinois	60173	8476919212
7582 NORTH CHARLESTON, LLC	2875 spring hill pkwy	Smyrna	Georgia	30080	6784248275
NYM LODGING LLC	1135 East High St	Waynesburg	Pennsylvania	15370	7249981225

**EXHIBIT P**



March 11, 2022

Lender Name  
Lender Address  
Lender Address  
Attention: Lender contact name/title

Re: «Contract\_Brand» «Contract\_Product» «Contract\_Legal\_Sec\_Name»  
(«Contract\_Property» - «Contract\_Contract\_ID»)  
«Contract\_Property\_Address\_for\_ChoiceMap» (the "Hotel")

Dear Lender:

Choice Hotels International, Inc. ("Franchisor") and «Customer\_Customer\_Name» ("Franchisee") are parties to a Franchise Agreement dated «Contract\_EffectiveExecution\_Date» (as amended, the "Franchise Agreement"). The Franchise Agreement permits Franchisee to operate the Hotel as a «Contract\_Brand» «Contract\_Product»® hotel.

As of the date of this letter agreement, the Franchise Agreement is in full force and effect, Franchisee is in good standing with Franchisor, and Franchisor has not issued a notice of default under the Franchise Agreement which has not been cured; and to the best of Franchisor's knowledge and belief, Franchisee is not currently in default of the Franchise Agreement. "Franchisor's knowledge" means the actual knowledge of obvious Hotel development, construction, and 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.

\_\_\_\_\_ ("Lender") and Franchisee have informed Franchisor that Lender has issued a commitment to loan funds (the "Loan") to Franchisee to be used for the direct benefit of the Hotel and secured by the Hotel.

Lender and Franchisee have requested that Franchisor enter into this letter agreement (the "Comfort Letter") and have submitted the nonrefundable current processing fee. The undersigned parties agree as follows:

**1. Opportunity to Cure Defaults.**

(a) **Notice and Cure Period.** Franchisor will copy Lender on any notice of default or termination issued to Franchisee under the Franchise Agreement. To the extent any default is curable, Lender shall have the right, but not the obligation, to cure the default within a cure period of fifteen (15) calendar days for monetary defaults or forty-five (45) days for non-monetary defaults beyond the expiration of the cure period, if any, given to Franchisee ("Lender's Cure Period"). For non-monetary default, Lender must provide notice to Franchisor of Lender's intended method to cure the non-monetary default.



(b) Non-Monetary Default Requiring Possession to Cure. In the event of a non-monetary default, Lender must obtain Franchisor's prior written consent to apply for the right to acquire the Hotel (the "Acquisition"). Lender must provide notice to Franchisor in accordance with Section 1(a) of this Comfort Letter, and has, upon request, one hundred eighty (180) calendar days ("Additional Period") commencing at the expiration of Lender's Cure Period to complete the Acquisition, through foreclosure or other appropriate proceedings. To request the Additional Period, 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 within Lender's Cure Period and diligently prosecutes 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 that can only be performed by Franchisee or which Lender cannot perform without ownership of the Hotel. If requested by Lender, Franchisor may extend the Additional Period, at Franchisor's determination taking into consideration the period of time that may be necessary to complete the foreclosure or other proceeding in the applicable jurisdiction and any period of time during which such action has been stayed or enjoined. If Lender fails to timely request the Additional Period, Lender acknowledges that the Franchise Agreement terminates pursuant to Franchisor's notice of default and termination.

(c) Foreclosure. If Lender commences a foreclosure or other proceeding intended to result in the Acquisition but Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee's default during Lender's Cure Period, Lender may exercise the rights under this Comfort Letter if Lender (i) notifies Franchisor of its proceeding as required by this Comfort Letter and confirms its intention to proceed under the terms of this Comfort Letter and (ii) subsequently completes its Acquisition within one hundred eighty (180) calendar days of the date Lender commenced its proceeding (as such one hundred eighty (180) day period may be extended by Franchisor in its determination if requested by Lender, which determination shall take into consideration the period of time required to complete a foreclosure in the applicable jurisdiction, and any period of time in which Lender's action has been stayed or enjoined). Lender must also comply with the obligations in Paragraph 1(b)(iii) while the Acquisition is pending. 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.

(d) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this Comfort Letter, and without limiting Franchisor's right to terminate the Franchise 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 Franchisor; (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; (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender; or (iv), as applicable, Franchisor has the right to terminate the Franchise Agreement without cause under Section 3 of the Franchise Agreement.

(e) Expiration of Franchise Agreement. Nothing in this Comfort Letter will extend the Franchise Agreement beyond its stated Term.

## **2. Elections Upon Lender Acquisition.**

(a) Election Not to Operate. If Lender completes its Acquisition before the expiration of the applicable time periods set forth in Paragraph 1, Lender may elect not to continue operating the Hotel under the terms of the Franchise Agreement. In such event, Lender must give written notice to Franchisor within thirty (30) calendar days after the Acquisition of its election not to operate. Upon receipt by Franchisor of such notice, Franchisor shall terminate the Franchise Agreement in accordance with the terms thereof.

Upon such termination of the Franchise Agreement pursuant to this Paragraph, Lender shall not be liable for any termination fees or liquidated damages for early termination. Lender shall be solely liable for all fees and obligations of Franchisee that accrued during the time period from the date of the Acquisition through the date of Lender's notice not to operate, and Lender shall be responsible for complying with the de-identification obligations contained in the Franchise Agreement.

(b) Election to Operate. If Lender completes its Acquisition before the expiration of the applicable time periods set forth in Paragraph 1 and Lender elects to continue operating the Hotel as a «**Contract\_Brand**» «**Contract\_Product**» hotel, Lender may, by notice and payment to Franchisor of an affiliation fee in the amount of \$15,000 by no later than thirty (30) days after the Acquisition and, enter into a new franchise agreement on Franchisor's then-current form. Lender and Franchisor will execute the new franchise agreement within thirty (30) days of Lender's Acquisition. Such franchise agreement shall be dated as of the later of (i) the date that Lender acquired the Hotel or (ii) the date that we sign the new franchise agreement.

The conditions contained in the Section 9 transfer provisions of the Franchise Agreement relevant to a new franchisee as determined appropriate by Franchisor shall apply with respect to the transfer to Lender, including but not limited to submission by Lender of its ownership structure, evidence of ADA compliance and evidence of insurance. Any renovation requirements imposed by Franchisor will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of Paragraph 1(b), except for personal and non-curable defaults as defined below, 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. The term "personal and non-curable defaults" as used in this Paragraph shall mean such defaults that (i) occurred before the date of Lender's Acquisition; (ii) are non-curable; (iii) are purely personal to Franchisee (e.g., failure to provide adequate notice or past failure to maintain Franchisee's company status); and (iv) are unrelated to the operation of the Hotel. However, Lender shall not be liable for any termination fees or liquidated damages.

**3. Receivership.** If a receiver is appointed by court order to operate the Hotel, and Lender desires the Hotel to continue to be operated as a «**Contract\_Brand**» «**Contract\_Product**» hotel, Lender may, by notice and payment to Franchisor of a non-refundable \$7,500 administrative fee within thirty (30) days of receiver's appointment and subject to Paragraph 2(b) above, elect to have receiver enter into an assumption of the franchise agreement on Franchisor's then-current form. The receiver must execute an assumption of the Franchise Agreement within thirty (30) days of receiver's appointment. Before Franchisor approves such assumption of the Franchise Agreement pursuant to this Paragraph 3, (i) Franchisor, Lender and receiver must reach agreement concerning the cure of any quality, service or other deficiencies in Franchisee's prior performance of its obligations under the Franchise Agreement, including any deficiencies under any other agreements with Franchisor and/or its affiliates relating to the Hotel but excluding liquidated damages; (ii) receiver must enter into an assumption of the Franchise Agreement containing all terms required by Franchisor, which will be dated as of receiver's possession date; and (iii) receiver must specifically be authorized by court order to operate the Hotel and enter into and comply with the agreements referenced in subsection (ii) above.

**4. Notifications to Franchisor.** Lender agrees to notify Franchisor: (i) contemporaneously with commencement of foreclosure proceedings regarding the Hotel; (ii) contemporaneously with the filing of any petition for appointment of a receiver, to obtain the entry of an order for relief, or take any action under federal or state bankruptcy laws or similar laws with regard to the Hotel; (iii) contemporaneously with the acceptance of a deed for the Hotel in lieu of foreclosure; and (iv) promptly, after taking ownership, possession or control of the Hotel, directly or indirectly, in any manner. Lender's notice to Franchisor must identify the court in which any such action referred to in subsection (i) or subsection (ii) is or will be filed. Lender shall promptly notify Franchisor in writing of the commencement by another party of foreclosure proceedings or the filing of an action for the appointment of a receiver or petition for relief under state or federal bankruptcy laws after Lender receives notice of commencement of such proceedings.

**5. No Consent to Assignment of Franchise Agreement.** Lender and Franchisee acknowledge and agree that any current and any future collateral assignment, pledge, grant of a security interest or other transfer to Lender or its Affiliates of any interest in the Franchise Agreement: (i) has not been and will not be consented to by Franchisor; (ii) does not and will not affect Franchisor's rights under the Franchise Agreement; (iii) does not and will not grant Lender or any person gaining ownership or possession of the Hotel any rights under the Franchise Agreement or with respect to the license granted thereunder, including the right to operate the Hotel as a «Contract\_Brand» «Contract\_Product» hotel; and (iv) is and will be limited by the terms and conditions of this Comfort Letter. If the Hotel is acquired by anyone other than Lender neither Lender nor Franchisee will have the right or authority to sell, convey, assign or in any manner transfer any rights under this Comfort Letter or under the Franchise Agreement without the prior written consent of Franchisor. Lender's only rights with respect to the Franchise Agreement and the license granted thereunder, including the right to operate the Hotel as a «Contract\_Brand» «Contract\_Product» hotel, are stated in this Comfort Letter.

**6. Subsequent Sale.** Any subsequent sale, assignment or transfer of the Hotel by Lender to a third party who desires to continue to operate the Hotel as a «Contract\_Brand» «Contract\_Product» Hotel must be in accordance with the transfer and assignment provisions of the Franchise Agreement, which require, among other things, submission of a relicensing application, payment of an affiliation fee, and payment of all amounts due to Franchisor. Franchisor will require the transfer applicant to sign the then-current form of franchise agreement, which will include a new property improvement plan.

**7. No Claims.** Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, the terms of any agreement contemplated by this Comfort Letter and any of the matters to which Lender is entitled to notice. Franchisor and its respective owners, affiliates, agents, employees, officers, directors, successors, assigns and representatives ("Released Persons") shall not be liable to any person for taking any action or providing any information required or contemplated by this Comfort Letter ("Comfort Letter Acts") and Franchisee, on behalf of itself and its owners, affiliates, agents, officers, directors, employees, representatives, successors and assigns, hereby releases the Released Persons of and from any and all actions, causes of action, suits, claims, demands, contingencies, debts, accounts and judgments whatsoever, at law or in equity, for any Comfort Letter Acts.

**8. Notices.** All notices required under this Comfort Letter shall be in writing, sent by certified mail, return receipt requested, or by Federal Express or other national express delivery service and addressed, if to Lender, to:

Lender name  
Lender address  
Lender address  
Attention: Lender contact/title

if to Franchisee, to:

«Customer\_Customer\_Name»  
«Licensee\_Rep\_Account\_Billing\_Address\_Li»  
«Licensee\_Rep\_Account\_Billing\_Address\_Li1»  
«Licensee\_Rep\_Account\_Billing\_Address\_Li2»  
«Licensee\_Rep\_Account\_City», «Licensee\_Rep\_Account\_StateProvince»  
«Licensee\_Rep\_Account\_ZipPostal\_Code»  
Attention: «Licensee\_Rep\_Contact»

If to Franchisor, to:

Choice Hotels International, Inc.  
1 Choice Hotels Circle, Suite 400

Rockville, MD 20850  
Attention: Legal Department

Any notice sent pursuant to this Comfort Letter shall be deemed to be given three (3) days after mailing or on the next business day after such notice is deposited with a national express delivery service.

**9. Franchisee Estoppel and Release.** As consideration for this Comfort Letter 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, 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;

(b) agrees that this Comfort Letter 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;

(c) agrees that this Comfort Letter was provided to Lender at Franchisee’s request; and

(d) 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, may or do exist (“Released Claims”), based on any facts, events, or omissions occurring before the execution of this Comfort Letter which arise out of, concern, pertain, or relate in any way to the subject matter of this 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 Comfort Letter. 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.

**10. Lender Estoppel and Release.** As consideration for this Comfort Letter relating to the Loan, Lender hereby:

(a) certifies to Franchisor that Lender is not a Sanctioned Person. “Sanctioned Person” means any person or entity (including financial institutions) who is: (i) or is controlled by or acting on behalf of the Government of any country subject to comprehensive U.S. sanctions in force and which currently include the Government of Cuba, Iran, North Korea, Sudan, and Syria (“Sanctioned Countries”); (ii) located in, organized under the laws of or ordinarily resident in Sanctioned Countries; and/or (iii) identified by any government or legal authority under applicable Trade Restrictions as a person with whom dealings and transactions by Lender and/or its affiliates are prohibited or restricted, including but not limited to persons designated under United Nations Security Council Resolutions, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) List of Specially Designated Nationals and Other Blocked Persons; the U.S. Department of State’s lists of persons subject to non-proliferation sanctions; the European Union Financial Sanctions List; persons and entities subject to Special Measures regulations under Section 311 of the USA PATRIOT Act and the Bank Secrecy Act;

(b) agrees that this Comfort Letter 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; and

(c) fully and forever releases and discharges the Released Parties from any and all Released Claims by or through Lender based on any facts, events, or omissions occurring before the execution of this Comfort Letter which arise out of, concern, pertain, or relate in any way to this Comfort Letter.

**11. No Representations or Warranties.** In no event shall this Comfort Letter or any other circumstances surrounding the provision of financing by Lender be construed to involve: (i) any representation by Franchisor that Franchisor endorses, approves, recommends or otherwise concurs in the financing; (ii) any guarantee or assurance by Franchisor that Franchisee or any other party to the Loan will be able to repay the Loan in accordance with its terms; (iii) any endorsement, approval, recommendation or concurrence in any financial projections submitted to Lender in connection with the Loan; or (iv) any endorsement, approval or recommendation of Franchisee's character or reputation. Franchisor's representation in the second paragraph of this Comfort Letter regarding the status of the Franchise Agreement pertains to the status of the Franchise Agreement as of the date of this Comfort Letter only. As a result, Lender acknowledges that Franchisor makes no representation that it has or has not issued any default notice after the date hereof, and Lender is not relying on any such representation (or absence of a representation) in making any decision or representation or warranty in connection with any material modification, securitization, or sale of the Loan.

**12. Replacement Comfort Letter.** Franchisor will issue a replacement comfort letter, substantially similar in form to Franchisor's then current comfort letter and then current fee if Lender (a)(i) appoints a third-party loan servicing agent to service the Loan, (ii) transfers the Loan to a successor mortgagee that is a financial institution in the business of routinely financing real estate transactions, or (iii) designates a trustee of a trust established in connection with the securitization of the Loan, provided that such transferee, designee, or appointee is not a Competitor, an affiliate of a Competitor, or a Person as defined in Section 19(k) of the Franchise Agreement (the "Anti-Terrorism/Anti-Bribery Laws"), and is not an affiliate of Franchisee, and (b) Franchisor receives a written request to issue a replacement comfort letter within sixty (60) days of the date of such appointment or transfer, setting forth the name, address of the entity for which the replacement comfort letter is requested, the name, address, telephone number and email address for the contact person for such entity, and the date of such appointment or transfer.

"Competitor" means an individual person who directly, or indirectly through an affiliate, owns or controls a hotel brand (or brands) and brands hotels through branded management, licensing and/or franchising (or similar means) for at least ten (10) hotels; provided, however, that a financial investor (such as an investment bank, private equity fund, pension fund, hedge fund or similar institution or any investor therein) shall not be deemed a competitor solely because of its financial investment in any competitor so long as either such financing investor is a passive investor or such financial investor is not actively involved in the day-to-day business operations of the brand and an appropriate and sufficient barrier is established to prevent such financial investor from receiving any confidential information of Franchisee, as applicable. In addition, a bank or other institutional lender that provides commercial financing to a competitor shall not be deemed a competitor solely because in the ordinary course of business it has financed a competitor, whether or not such financing results in, or has the potential to result in, such lender having control of a competitor as a result of the enforcement of remedies in the applicable financing documents, provided that such lender does not assume active management of the day to day operations of such competitor. Franchisor reserves the right to require representations and warranties or certifications that the conditions in this Paragraph are satisfied prior to issuing any replacement comfort letter. Any such replacement comfort letter shall supersede and replace this Comfort Letter.

**13. Possession of the Hotel.** If Lender owns, controls or possesses the Hotel after termination of the Franchise Agreement for any reason and Lender has not entered into a franchise agreement with Franchisor pursuant to Paragraph 2(b) herein, Lender will (i) upon Franchisor's request immediately perform the requirements of the Franchise Agreement with respect to de-identifying the Hotel as a «**Contract\_Brand**» «**Contract\_Product**» hotel and (ii) indemnify, defend and hold harmless Franchisor and its affiliates from and against any loss, claim or other liability of any kind arising from or in connection

with the operation of the Hotel as a «**Contract\_Brand**» «**Contract\_Product**» hotel during such ownership, control or possession. Lender's obligations under this Paragraph shall survive termination of this Comfort Letter, and nothing herein shall limit Franchisor's rights to seek legal redress for any unauthorized use of Franchisor's trademarks, service marks, or systems.

**14. Termination.** This Comfort Letter shall terminate and Lender shall have no rights hereunder if:

- (i) Lender has been taken over in any manner by any state or federal agency or is in a receivership, conservatorship, reorganization, or liquidation, or Lender or any of its officers or directors has entered into or is subject to a cease and desist order or any other formal or informal written agreement with a federal or state regulatory agency;
- (ii) Lender no longer holds a valid first mortgage or security deed for the Hotel unless (a) Lender has acquired the Hotel by foreclosure, deed in lieu of foreclosure, or any other exercise of its rights as a secured lender, in which case Lender will have the rights stated in Paragraph 2 for the period stated in such Paragraph, or (b) there has been a securitization or transfer of the Loan, in which case Lender will have the rights stated in Paragraph 12 for the period stated in such Paragraph;
- (iii) the Franchise Agreement has expired or the Franchisee has exercised its right to terminate;
- (iv) the Franchise Agreement has been terminated, unless such a termination is the result of the timely exercise of Lender's rights under Paragraph 2 or Paragraph 3, in which case this comfort letter will terminate on the exercise or expiration of such rights, but in no event later than forty-five (45) days after such termination of the Franchise Agreement; or
- (v) Lender breaches this Comfort Letter.

**15. Confidentiality.** You agree to keep the grant of modifications contained in the Comfort Letter in strict confidence and to not disclose them to any persons other than your directors, officers, partners, employees, agents and advisors who have a need to know for the sole purpose of the servicing, sale, administration, or securitization of the Loan. Any unauthorized disclosure is a default under the terms of the Comfort Letter, and we may, at our option, immediately terminate the Comfort Letter upon notice to you. The modifications outlined in this Comfort Letter are for the Hotel only and do not indicate that other hotels owned by you or by others will receive similar modifications. You acknowledge and agree that nothing in the Comfort Letter prohibits us from disclosing the terms of the Comfort Letter to any vendors, lenders, or other third parties as we determine in our reasonable discretion.

**16. Final Agreement.** Except as otherwise expressly set forth, this Comfort Letter is the final integration of the agreements between the parties with respect to the matters covered by it and supersedes any prior understanding or agreement, oral or written, with respect to the matters covered by the Comfort Letter.

**17. Effectiveness.** Franchisor shall have no obligations hereunder unless Lender and Franchisee have executed and delivered to the other parties this Comfort Letter, which may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute, collectively, one and the same letter agreement. Delivery of an executed signature page to this Comfort Letter by electronic transmission is as effective as delivery of an original signed counterpart. This Comfort Letter is effective as of the date the Franchisor signs the letter agreement. Franchisor's offer to enter into this Comfort Letter will be automatically withdrawn if (i) Franchisor does not receive signed copies from lender and Franchisee within 30 days of the date on page 1 herein, or (ii) Franchisor does not receive proof of the date of Loan closing within 60 days of the date on page 1 herein.

Very truly yours,

CHOICE HOTELS INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: Iris Figueroa Rosario

Title: Senior Counsel

Date: \_\_\_\_\_

*(signatures continue on following page)*

**FRANCHISEE:**

«Customer\_Customer\_Name»

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**LENDER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT Q**

## FRANCHISE DISCLOSURE ACKNOWLEDGMENT FORM

**Do not sign this Acknowledgment Form if you are a Maryland or California resident or the franchise is located (or to be located) in either Maryland or California. If any California franchisee completes this Acknowledgment Form, it is against California public policy and it will be void and unenforceable, and Choice Hotels International, Inc. will destroy, disregard and will not rely on this Acknowledgment Form.**

Choice Hotels International, Inc. ("Choice") and you are preparing to enter into a Franchise Agreement for a hotel operating under the Choice system. The purpose of this Acknowledgment Form is to confirm that you are making an informed investment decision and to determine whether any improper statements or promises were made to you that Choice has not authorized. Please review each of the following acknowledgments carefully and provide your initials to indicate your understanding of, and agreement with, the statements made.

1. You acknowledge and agree that you received a copy of the Franchise Disclosure Document at least 14 calendar days before you signed any agreement with Choice or made any payment to Choice.

**Initial** \_\_\_\_\_

2. You acknowledge and agree that you received and personally reviewed the Franchise Agreement and each of its attachments.

**Initial** \_\_\_\_\_

3. You acknowledge and agree that you consulted an attorney before signing the Franchise Agreement, or that you voluntarily declined to do so.

**Initial** \_\_\_\_\_

4. You acknowledge and agree that you understand the risks of operating a hotel under the Choice system and understand that the success or failure of your business will depend in large part upon on a number of factors, including your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, the overall economy, and other economic and business factors.

**Initial** \_\_\_\_\_

5. You acknowledge and agree that no Choice employee or representative has made any oral, written or visual claim or representation concerning the revenues, profits or earnings of a hotel (or hotels) operating in the Choice system that is different from or inconsistent with the information contained in the Franchise Disclosure Document.

**Initial** \_\_\_\_\_

6. You acknowledge and agree that no Choice employee or representative has made any oral, written or visual promise or guaranty regarding the amount of money you may earn, the amount of revenue a hotel operating under the Choice system may generate, or the likelihood of your success.

**Initial** \_\_\_\_\_

7. You acknowledge and agree that no Choice employee or representative has made any oral, written or visual statement or promise concerning the advertising, marketing, training, support service or other assistance that Choice will furnish to you that is different from or inconsistent with the information contained in the Franchise Disclosure Document.

**Initial** \_\_\_\_\_

8. If the Franchisee is a corporation, partnership, limited liability or other entity, you acknowledge and agree that (a) you have the authority to bind the entity for purposes of this Acknowledgment Form, and (b) you have discussed this Acknowledgment Form with all principal owners and have obtained their oral or written agreement with the statements made in this Acknowledgment Form.

**Initial** \_\_\_\_\_

9. You understand that this Acknowledgment Form is important to Choice and that we are relying on the accuracy and truthfulness of your acknowledgments as a condition of signing the Franchise Agreement.

Initial \_\_\_\_\_

**This Acknowledgment Form is not intended to disclaim any representations made in the Franchise Disclosure Document that was furnished to you. This Acknowledgment Form is not intended nor will it act as a release, estoppel, or waiver of any liability incurred under the Illinois Franchise Disclosure Act or the Maryland Franchise Registration and Disclosure Law.**

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**EXHIBIT R**

## STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT**

This Suburban Studios Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Suburban Studios Disclosure Document and all agreements carefully.

If Choice Hotels International, Inc. (“Choice”) offers you a franchise, it must provide this Suburban Studios Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Choice or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that Choice gives you this Suburban Studios Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Choice gives you this Suburban Studios Disclosure Document at the earlier of 10 business days before the execution of any binding franchise agreement or the payment of any consideration.

If Choice does not deliver this Suburban Studios 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 in Exhibit B.

Franchise Seller(s): Ron Burgett and/or \_\_\_\_\_,

**Address Before December 1, 2023**

Choice Hotels International, Inc.  
1 Choice Hotels Circle, Suite 400  
Rockville, Maryland 20850  
301.592.5000

**Address On or about December 1, 2023**

Choice Hotels International, Inc.  
915 Meeting Street  
North Bethesda, Maryland 20852  
301.592.5000

Issuance Date: April 1, 2023

We authorize the respective agents and/or state agencies identified in Exhibit B to receive service of process for us. This Suburban Studios Disclosure Document is for use in all states and the District of Columbia (see state Effective Dates at the beginning of this document).

I have received a Suburban Studios Disclosure Document dated April 1, 2023, that included the following Exhibits: (A) State Addenda; (B) Regulatory Agencies and Registered Agents for Service of Process; (C) Audited Financial Statements; (D) the Franchise Agreement, Personal Guaranty and State Addenda; (E) Master Development Agreement; (F) choiceADVANTAGE® Software Terms of Use; (G) Call Forwarding Terms of Use; (H) Gift Card Enrollment Form; (I) Promissory Note; (J) Incentive Promissory Notes; (K) Sample Lender Agreements; (L) Rules & Regulations Table of Contents; (M) Fair Franchising Policy; (N) List of Current Franchisees; (O) List of Former Franchisees; (P) Comfort Letter; (Q) Franchise Disclosure Questionnaire; and (R) Receipt Page.

Location in which you are interested: \_\_\_\_\_(City, State)

Date Received: \_\_\_\_\_

**ENTITY:**

Entity Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**INDIVIDUALS:** All persons signing a Franchise Agreement must sign Receipt (Owners, Partners, Members)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

**RECEIPT**

This Suburban Studios Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Suburban Studios Disclosure Document and all agreements carefully.

If Choice Hotels International, Inc. ("Choice") offers you a franchise, it must provide this Suburban Studios Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Choice or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that Choice gives you this Suburban Studios Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Choice gives you this Suburban Studios Disclosure Document at the earlier of 10 business days before the execution of any binding franchise agreement or the payment of any consideration.

If Choice does not deliver this Suburban Studios 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 in Exhibit B.

Franchise Seller(s): Ron Burgett and/or \_\_\_\_\_,

**Address Before December 1, 2023**

Choice Hotels International, Inc.  
1 Choice Hotels Circle, Suite 400  
Rockville, Maryland 20850  
301.592.5000

**Address On or about December 1, 2023**

Choice Hotels International, Inc.  
915 Meeting Street  
North Bethesda, Maryland 20852  
301.592.5000

Issuance Date: April 1, 2023

We authorize the respective agents and/or state agencies identified in Exhibit B to receive service of process for us. This Suburban Studios Disclosure Document is for use in all states and the District of Columbia (see state Effective Dates at the beginning of this document).

I have received a Suburban Studios Disclosure Document dated April 1, 2023 that included the following Exhibits: (A) State Addenda; (B) Regulatory Agencies and Registered Agents for Service of Process; (C) Audited Financial Statements; (D) the Franchise Agreement, Personal Guaranty and State Addenda; (E) Master Development Agreement; (F) choiceADVANTAGE® Software Terms of Use; (G) Call Forwarding Terms of Use; (H) Gift Card Enrollment Form; (I) Promissory Note; (J) Incentive Promissory Notes; (K) Sample Lender Agreements; (L) Rules & Regulations Table of Contents; (M) Fair Franchising Policy; (N) List of Current Franchisees; (O) List of Former Franchisees; (P) Comfort Letter; (Q) Franchise Disclosure Questionnaire; and (R) Receipt Page.

Location in which you are interested: \_\_\_\_\_(City, State)

Date Received: \_\_\_\_\_

**ENTITY:**

Entity Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**INDIVIDUALS:** All persons signing a Franchise Agreement must sign Receipt (Owners, Partners, Members)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_