

FRANCHISE DISCLOSURE DOCUMENT



Best Western International, Inc.
An Arizona nonprofit corporation
6201 N. 24th Parkway
Phoenix, AZ 85016
Tel: (602) 957-4202
www.bestwestern.com
Corporate@bestwestern.com

This Franchise Disclosure Document offers a membership in Best Western International, Inc. and the right to construct, or convert an existing hotel to, a hotel that utilizes the “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “@Home by Best Western[®]”, “Vīb[®]”, “GLō[®]”, “Aiden[®]”, or “Sadie[®]” name, as well as Best Western’s proprietary system.

The total investment necessary to begin operation of a 75-room Best Western hotel as one of our members is \$5,858,200 - \$11,675,308 (for new construction) and \$573,200 - \$2,400,308 (for a conversion), which includes \$69,500 - \$124,258 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 90-room Best Western Plus hotel as one of our members is \$7,448,200 - \$14,525,058 (for new construction) and \$663,200 - \$3,000,058 (for a conversion), which includes \$72,500 - \$128,008 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 120-room Best Western Premier hotel as one of our members is \$16,275,600 - \$29,837,958 (for new construction) and \$1,000,200 - \$6,932,958 (for a conversion), which includes \$78,500 - \$135,508 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 100-room @Home by Best Western hotel as one of our members is \$9,218,200 - \$17,617,558 (for new construction) and \$703,110 - \$4,812,558 (for a conversion), which includes \$74,500 - \$130,508 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 100-room dual brand hotel as one of our members (e.g., Best Western Plus and @Home by Best Western) is \$8,592,500 - \$17,015,608 (for new construction) and \$767,500 - \$4,110,608 (for a conversion), which includes \$109,500 - \$174,258 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 100-room Vīb hotel as one of our members is \$15,539,900 - \$23,083,758 (for new construction) and \$1,639,900 - \$4,668,758 (for a conversion), which includes \$76,500 - \$133,008 that must be paid to us or our affiliate; the total investment necessary to begin operation of an 80-room GLō hotel as one of our members is \$6,764,900 - \$12,452,258 (for new construction) and \$1,259,900 - \$3,447,258 (for a conversion), which includes \$70,500 - \$125,508 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 90-room Aiden hotel as one of our members is \$9,449,900 - \$12,691,758 (for new construction) and \$774,900 - \$2,086,758 (for a conversion), which includes \$72,500 - \$128,008 that must be paid to us or our affiliate; and, the total investment necessary to begin operation of a 120-room Sadie hotel as one of our members is \$18,801,900 - \$30,179,258 (for new construction) and \$1,051,900 - \$7,014,258 (for a conversion), which includes \$78,500 - \$135,508 that must be paid to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jay Pricher, General Counsel and Corporate Secretary of Best Western International, Inc. at 6201 N. 24th Parkway, Phoenix, AZ 85016, and (602) 957-4200.

The terms of your contract will govern your franchise relationship. Do not rely solely on the disclosure document to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

Issuance date: March 31, 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:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
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 E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Best Western, Best Western Plus, Best Western Premier, @Home by Best Western, Vīb, GLō, Aiden, or Sadie hotel business in my area?	Item 12 and the "territory" provisions in the membership agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Best Western, Best Western Plus, Best Western Premier, @Home by Best Western, Vīb, GLō, Aiden or Sadie hotel franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

Business model can change. The membership 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 membership 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 membership agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Arizona. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with franchisor in Arizona than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum monthly room fees, dues, and advertising payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Licensor

The licensor is Best Western International, Inc. (“we”, “us”, or “our”). “You” means the individual or entity that signs the Membership Agreement – the “Member”. If you are a business entity, “you” means both the business entity and its owners. “System Hotels” refers to hotels operating under the System (as defined below) using the Best Western Identifying Marks (defined below). The “Property” refers to the hotel you will operate under a Membership Agreement. If we have an agent in your state for service of process, we disclose that agent in Exhibit B.

We are an Arizona nonprofit corporation formed on December 13, 1957, with a principal business address located at 6201 N. 24th Parkway, Phoenix, AZ 85016. We operate: (i) as a membership association and licensor under Best Western Identifying Marks (defined below), including, without limitation, the “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “@Home by Best Western[®]”, “Vīb[®]”, “GLō[®]”, “Aiden[®]”, and “Sadie[®]” names; and (ii) as a licensor under the “BW Premier Collection[®]” and “BW Signature Collection[®]” names (collectively, the “Collection Marks”), and under no other name.

We have never operated a System Hotel, a hotel using any of the Collection Marks or any other type of business. While we began granting membership interests in our nonprofit corporation (“Memberships”) and offering licenses for System Hotels under this franchise disclosure document (this “Disclosure Document”) for the first time in March, 2019, our Members have operated System Hotels in the United States (to include its territories and possessions) since on or about 1946, and in Canada since 1964. We previously granted Memberships and offered licenses for “Executive Residency by Best Western” hotels under this Disclosure Document from March, 2019 to February, 2023. We have licensed the Best Western Identifying Marks to System Hotels outside North America since 1976. These non-North American System Hotels are not Member hotels.

We began offering licenses for hotels using the Collection Marks under a separate franchise disclosure document in April, 2020. Our hotel owners have operated (i) hotels using the BW Premier Collection Mark in the United States and a number of other countries since 2015 and (ii) hotels using the BW Signature Collection Mark in the United States and a number of other countries since 2017. As of November 30, 2022, there were 210 hotels using the Collection Marks operating in the United States and abroad.

Item 3 identifies certain state actions alleging that the Memberships we granted were in fact franchises. We neither admit nor deny these allegations. We do not provide products or services to our Members.

Our Parent and Affiliates

Our direct subsidiary, SureStay, Inc., has offered hotel franchises using the marks “SureStay Hotel by Best Western[®]”, “SureStay Plus Hotel by Best Western[®]”, and “SureStay Collection by Best Western[®]” since 2016, and has offered hotel franchises using the mark “SureStay Studio by Best

WesternSM” since April, 2020. SureStay, Inc. offers franchises in the United States and Canada. Our indirect subsidiary, SureStay International, Inc., has offered hotel licenses internationally using the marks “SureStay[®]”, “SureStay Plus[®]”, and “SureStay Collection[®]” since 2016, and has offered hotel licenses using the mark “SureStay StudioSM” since April, 2020. SureStay International, Inc. offers license agreements internationally except for in the countries in which our other indirect subsidiaries (see below) and unaffiliated sublicensees offer licenses. SureStay, Inc. and SureStay International, Inc. each have a principal business address located at 6201 N. 24th Parkway, Phoenix, AZ 85016. As of November 30, 2022, there were 404 SureStay hotels operating in the United States and abroad. Neither SureStay, Inc. nor SureStay International, Inc. provide products or services to our Members.

Our indirect subsidiary, B-W International Licensing Mexico, S.A. de C.V., has offered hotel licenses in the United Mexican States, Belize, Costa Rica, Guatemala, Nicaragua and El Salvador using the marks “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “@Home by Best Western[®]”, “GLō[®]”, “Vīb[®]”, “Aiden[®]”, “Sadie[®]”, “BW Premier Collection[®]”, “BW Signature Collection[®]”, “SureStay[®]”, “SureStay Plus[®]” and “SureStay Collection[®]” since 2018. B-W International Licensing Mexico, S.A. de C.V. has a principal business address located at Av. Xola No. 535 Int. 401, Col. Del Valle, Deleg. Benito Juárez, CDMX, México 03100. B-W International Licensing Mexico, S.A. de C.V. does not provide products or services to our Members.

Our indirect subsidiary, B-W International Licensing Australia Pty Limited, has offered hotel licenses in Australia, New Zealand and Fiji, using the marks “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “@Home by Best WesternSM”, “GLō[®]”, “Aiden[®]”, “Sadie[®]”, “BW Premier Collection[®]”, “BW Signature Collection[®]”, “SureStay[®]”, “SureStay Plus[®]” and “SureStay Collection[®]” since 2018. B-W International Licensing Australia Pty Limited has a principal business address located at Level 11, 213 Miller Street, North Sydney, NSW 2060 Australia. B-W International Licensing Australia Pty Limited does not provide products or services to our Members.

Our direct subsidiary, World Hotels GmbH (“WH”) licenses independent upscale, upper-upscale and luxury hotels across the world under the WorldHotelsTM Collection brand. Although WH does not currently offer franchises for the WorldHotels Collection brand, WorldHotels Collection hotel owners have been operating in the United States and a number of other countries since 2004. Currently, there are 18 WorldHotels operating in the United States (to include its territories and possessions) and 138 WorldHotels operating outside of the United States. WH’s principal business address is Unterschweinstiege 2-14, 60549 Frankfurt am Main, Germany. WH does not provide products or services to our Members.

We have no parents or other affiliates required to be disclosed in this Item. We have no predecessors.

The License Offered

This Disclosure Document offers Memberships and the right to construct, or convert an existing hotel to, a System Hotel that utilizes a hotel system consisting of the elements, standards, specifications, requirements, criteria, and policies that we periodically designate to identify System Hotels (the “System”) and the “Best Western” name and those Best Western trademarks, service marks, domain names, and other identifying marks, words, letters, designs, names, or symbols as set forth from time to time in our confidential North America Quality Assurance Manual and Rules & Regulations (the “Manuals”) (collectively, the “Best Western Identifying Marks”). Members operating

System Hotels operate according to the Membership Agreement (Exhibit C), our Membership Fees (Exhibit J-3), our Articles of Incorporation, our Bylaws (Exhibit J-1), our Members’ Rules and Regulations (Exhibit J-2), the Application for Membership (Exhibit I), guidelines, standards, resolutions and policies adopted by our Board of Directors (the “Board”) from time to time (including brand identity, quality assurance, customer care, new construction, refurbishment and design manuals and policies) and other documents defining terms or rights of Memberships (collectively, the “Regulatory Documents”).

System Hotels operating under the “Best Western” name appeal to leisure and business travelers and compete in the midscale market. “Best Western” System Hotels provide a welcoming environment, clean and comfortable rooms, a free continental breakfast, free high-speed Internet access and great service for a reasonable value.

System Hotels operating under the “Best Western Plus” name appeal to leisure and business travelers looking for upgraded or “Plus” standards and amenities that provide guests enhanced style and comfort. “Best Western Plus” System Hotels compete in the upper-midscale market. “Best Western Plus” System Hotels and their rooms are stylish and well-appointed and provide upgraded amenities that include a free hot breakfast, free high-speed internet access and exceptional service.

System Hotels operating under the “Best Western Premier” name appeal to leisure and business travelers looking for upgraded or “Premier” standards and amenities. These hotels offer a truly refined atmosphere and style, with deluxe amenities and features, along with superior comfort and service for a truly memorable stay. “Best Western Premier” System Hotels compete in the upscale market. “Best Western Premier” System Hotels and their rooms are stylish and well-appointed and provide upgraded amenities that include a free hot breakfast, free high-speed internet access and exceptional service.

System Hotels operating under the “@Home by Best Western” name offer travelers the perfect combination of hotel and home, with studios and suites thoughtfully designed to provide dedicated spaces for sleeping, dining, work and relaxation. “@Home by Best Western” System Hotels often offer moderate food and beverage services. Typical dual-branded hotels (e.g., “Best Western Plus” and “@Home by Best Western” System Hotels) compete in the upper-midscale market.

System Hotels operating as a dual brand hotel (e.g., “Best Western Plus” and “@Home by Best Western Brands”) appeal to leisure and business travelers looking for upgraded or “Plus” standards and amenities that provide guests enhanced style and comfort in either a typical guest room or in an “extended stay” guest room.

System Hotels operating under the “Vīb” name appeal to leisure and business travelers looking for an upscale brand with a vibrant and stylish boutique concept – a cost-efficient urban design with hyper-connected public spaces intended for urban locations. “Vīb” System Hotels offer social engagement, technology integration and consistent service for guests. Hotel amenities include free Wi-Fi in lobby and guest rooms, grab-n-go stations serving premium food and coffee, bar and cozy fireplace, a Zen Zone, gaming pods, fitness center and more.

System Hotels operating under the “GLō” name appeal to leisure and business travelers looking for a stylish boutique hotel intended for suburban, airport and highway locations. “GLō” System Hotels compete in the upper-midscale market and offer travelers the best in value, design and comfort with a focus on arrival experience, streamlined and contemporary guest rooms.

System Hotels operating under the “Aiden” name appeal to leisure and business travelers looking for an upper-midscale and upscale brand with unique characteristics that reflect the locale in which the hotel is situated. An Aiden System Hotel can be new construction or a conversion hotel or a structure that had a prior life with a different purpose. Aiden System Hotels compete in the upper-midscale and upscale markets in typically urban settings.

System Hotels operating under the “Sadie” name appeal to leisure and business travelers looking for an upscale brand with unique characteristics that reflect the locale in which the hotel is situated. A Sadie System Hotel can be new construction or a conversion structure that had a prior life with a different purpose. Sadie System Hotels compete in upscale markets in typically urban settings.

The Market and Competition

The market for your services will depend on the Best Western Identifying Marks the Property utilizes and the Property’s location and size, among other things. The customer of a “Best Western” System Hotel is a leisure or business traveler looking for a midscale segment hotel stay. The customer of a “Best Western Plus” System Hotel is a leisure or business traveler looking for upgraded standards and amenities of an upper-midscale segment hotel. The customer of a “Best Western Premier” System Hotel is a leisure or business traveler looking for an upscale segment hotel. The customer of a dual brand System Hotel (e.g., “Best Western Plus” and “@Home by Best Western”) is a leisure or business traveler looking for upgraded standards and amenities of an upper-midscale segment hotel in either a single room or extended-stay room. The customer of a “Vīb” System Hotel is a leisure or business traveler looking for an upscale brand with a vibrant and stylish boutique concept. The customer of a “GLō” System Hotel is a leisure or business traveler looking for a stylish boutique hotel in a suburban, airport or highway location. The customer of an “Aiden” or a “Sadie” System Hotel is a leisure or business traveler looking for a stylish boutique hotel typically in an urban setting.

In general, you will compete with national and international hotel and motel chains and independently operated local hotels offering similar types of hotel rooms and food and beverage services to the same clientele. Your convention and meeting facilities, if any, will also compete with national, international and independent hotels and convention centers in other regions. We, our parents and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with the Property.

Applicable Laws

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

ITEM 2

BUSINESS EXPERIENCE

Chairman and District VII Director: John Daniel Lafayette III

Mr. Lafayette has served as our Chairman since December, 2022 and our District VII Director since December, 2018, in each case in Phoenix, Arizona. He served as our Vice-Chairman from December, 2021 to December, 2022 and our Secretary-Treasurer from December, 2020 to December, 2021. Mr. Lafayette has been an owner of the Best Western White House Inn in Bangor, Maine since 1994, and the Best Western Merry Manor Inn in South Portland, Maine, since 1994. Mr. Lafayette has also served as SureStay Inc.'s Director in Phoenix, Arizona and has been in that role since December, 2018.

Vice-Chairman and District I Director: Phillip Payne

Mr. Payne has served as our Vice-Chairman since December, 2022 and our District I Director since December, 2019, in each case in Phoenix, Arizona. He served as our Secretary-Treasurer from December, 2021 to December, 2022. Mr. Payne has been an owner of the Best Western Plus Rio Grande Inn in Albuquerque, New Mexico since 1995. Mr. Payne has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2019.

Secretary-Treasurer and District II Director: Stephen Wahrlich

Mr. Wahrlich has served as our Secretary-Treasurer since December, 2022 and our District II Director since December, 2020, in each case in Phoenix, Arizona. Mr. Wahrlich has been the owner of the Best Western Plus Clocktower Inn hotel in Billings, Montana since 2005, and the Best Western Plus Hilltop hotel in Redding, California since 1977. Mr. Wahrlich has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2020.

District III Director: Viral Patel

Mr. Patel has served as our District III Director since December, 2021, in Phoenix, Arizona. Mr. Patel has been an owner of the Best Western Corbin Inn in Corbin, Kentucky since 2000. Mr. Patel has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2021.

District VI Director: Mahmood Merchant

Mr. Merchant has served as our District VI Director since December, 2021, in Phoenix, Arizona. Mr. Merchant has been the owner of the Best Western Big Country Inn in Coalinga, California since 2000, the Best Western Apricot Inn in Firebaugh, California since 2003, the Best Western Colonial Inn in Selma, California since 2017, and the Best Western Plus Inn in Coalinga, California since 2018. Mr. Merchant has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2021. He has also been the President and Chief Executive Officer of Merchant Valley Corporation in Roseville, California since March, 1997.

District IV Director: Rajesh Patel

Mr. Patel has served as our District IV Director since December, 2022, in Phoenix, Arizona.

Mr. Patel has been an owner of the Best Western Plus Fairburn in Fairburn, Georgia since June, 2015. Mr. Patel was an owner of the Best Western Plus Atlanta Airport in Hapeville, Georgia from June 1994 to December 2021. Mr. Patel has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2022.

District V Director: Santosh Khanjee

Mr. Khanjee has served as our District V Director since December, 2022, in Phoenix, Arizona. Mr. Khanjee has been an owner of the Aiden by BW @Austin City Hotel in Austin, Texas since June 1993, the Best Western Airpark Hotel-Los Angeles LAX Airport in Inglewood, California since March 1987, the Best Western Airport Plaza Inn – Los Angeles LAX Hotel in Los Angeles, California since October 1986, and the Best Western Courtesy Inn – Anaheim Park Hotel in Anaheim, California since April 1988. Mr. Khanjee has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2022.

Managing Director, North American Development: Thomas Giuliano

Mr. Giuliano has served as our Managing/Regional Director, North American Development since 2016, in Phoenix, Arizona. He currently serves in a similar role for SureStay, Inc.

President and Chief Executive Officer: Lawrence M. Cuculic

Mr. Cuculic has served as our President and Chief Executive Officer in Phoenix, Arizona since December, 2021. Mr. Cuculic has also served as SureStay, Inc.'s President in Phoenix, Arizona since December, 2021. Mr. Cuculic served as our Senior Vice President, General Counsel and Corporate Secretary in Phoenix, Arizona from 2009 to December, 2021, and as SureStay, Inc.'s Secretary in Phoenix, Arizona from its formation in August, 2016 to December, 2021.

Senior Vice President and Chief Financial Officer: Mark Straszynski

Mr. Straszynski has served as our Senior Vice President and Chief Financial Officer in Phoenix, Arizona since 2008. Mr. Straszynski has also served as SureStay, Inc.'s Treasurer in Phoenix, Arizona since its formation in August, 2016.

President of International Operations and WorldHotels: Ron Pohl

Mr. Pohl has served as our President of International Operations and WorldHotels in Phoenix, Arizona since April, 2022. Mr. Pohl served as our Senior Vice President and Chief Operations Officer in Phoenix, Arizona from 2007 to 2022.

Senior Vice President and Chief Digital Officer: Greg Adams

Mr. Adams has been employed by us in various capacities since January, 2013, and has served as our Senior Vice President and Chief Digital Officer in Phoenix, Arizona since 2015.

Senior Vice President and Chief Development Officer: Brad LeBlanc

Mr. LeBlanc has served as our Senior Vice President and Chief Development Officer in Phoenix, Arizona since April, 2019. From June, 2013 to April, 2019, Mr. LeBlanc served as Senior

Vice President of Development & Franchising at Serendipity Labs, Inc. in Rye, New York.

Senior Vice President, General Counsel and Corporate Secretary: Jay Pricher

Mr. Pricher has served as our Senior Vice President, General Counsel and Corporate Secretary in Phoenix, Arizona since December, 2021. Mr. Pricher has also served as SureStay, Inc.'s Secretary in Phoenix, Arizona since December, 2021. Mr. Pricher served as our Vice President of Legal in Phoenix, Arizona from 2009 to December, 2021.

ITEM 3

LITIGATION

A. PENDING ACTIONS INVOLVING US

Best Western International, Inc. v. Brookfield Ventures, LLC, et al., Arizona District Court Case No. 2:22-cv-00037-JAT (Filed January 10, 2022; Counterclaim filed August 1, 2022).

The member for the Best Western Premier Milwaukee-Brookfield Hotel & Suites ("Former Member") terminated its membership with us by self-termination, effective December 2020. At the time of the self-termination, the Former Member had a large, outstanding balance owed to us. On January 10, 2022, we filed a complaint against the owner of the Former Member, Brookfield Ventures, LLC, and its Voting Member, for their failure to pay the outstanding account and fees and dues owed following the self-termination. The Former Member filed a counterclaim against us for breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, and negligent misrepresentation. The Former Member is seeking economic losses in an amount to be proven at trial, punitive damages, attorneys' fees and extracontractual damages. We deny any wrongdoing, dispute the allegations in the counterclaim, and have moved to dismiss the claims.

Best Western International, Inc. v. 1025 Beach LLC, Joga Sing Hayre, et al., Arizona District Court Case No. 2:22-cv-01696-CDB (Filed October 5, 2022; Counterclaim filed December 28, 2022).

The member for the Best Western Far Rockaway ("Former Member") was terminated for failure to pay its large, outstanding account; failure to pay its annual dues; and failure to satisfy the terms of a payment plan. On October 5, 2022, we filed a complaint against the owner of the Former Member, 1025 Beach LLC, and its Voting Member, for their failure to pay the outstanding account and fees and dues owed following the termination. The Former Member filed a counterclaim against us for breach of the implied covenant of good faith and fair dealing. The Former Member is seeking lost revenue proximately caused by us in an amount to be proven at trial. We deny any wrongdoing and dispute the allegations in the counterclaim.

B. CONCLUDED ACTIONS INVOLVING US

Best Western International, Inc. v. 1Nonly Phi Mar, LLC, Philip Levine, et al., Arizona District Court Case No. 2:22-cv-00440-MTL (Filed March 21, 2022; Counterclaim filed July 8, 2022).

The member for the Best Western Plus Dallas Hotel & Conference Center ("Former Member") terminated its membership with us by self-termination, effective September 21, 2021. At the time of the self-termination, the Former Member had a large, outstanding balance owed to us. On March 21, 2022, we

filed a complaint against the owner of the Former Member, 1Nonly Phi Mar, LLC, and its Voting Member, for their failure to pay the outstanding account and fees and dues owed following the self-termination. The Former Member filed a counterclaim against us for breach of contract and breach of the implied covenant of good faith and fair dealing. On January 12, 2023, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Member would pay us \$223,000 in installment payments over 13 months.

Best Western International, Inc. v. 764 4th Avenue Associates, LLC, Arizona District Court Case No. 2:20-cv-01760 (Filed September 8, 2020; Counterclaim filed January 29, 2021).

Defendant 764 4th Avenue Associates, LLC (“4th Avenue”) owns a hotel in Brooklyn, New York known as the Brooklyn Way (the “Hotel”), which was a BW Signature Collection® hotel. We discovered that the Hotel was operating primarily as a transitional housing/homeless shelter rather than an upper mid-scale hotel, was underreporting its occupancy, and underpaying its monthly fees pursuant to the parties’ Distribution Agreement. We were forced to sue 4th Avenue for the outstanding fees owed. 4th Avenue filed a counterclaim on January 8, 2021 asserting claims against us for breach of contract, breach of the duty of good faith and fair dealing, unjust enrichment, and negligent misrepresentation. On April 30, 2021, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Hotel would pay us \$250,000 in installment payments over 24 months.

Best Western International, Inc. v. Twin City Lodging, LLC, et al., Arizona District Court Case No. 18-cv-03374-SPL (Filed October 19, 2018).

The former Best Western Hotel & Restaurant in Mankato, Minnesota was terminated in June 2018 for failing to satisfy high speed internet and customer care ratio requirements and for having a large outstanding, unpaid account. On October 19, 2018, we filed a complaint against a former Member, Twin City Lodging, LLC (“Twin City”), and its voting members for Twin City’s failure to pay its outstanding account and fees and dues owed following termination. Twin City filed a counterclaim against us alleging wrongful termination. The counterclaim asserted causes of action for violations of the Minnesota Franchise Act, breach of the implied covenant of good faith and fair dealing, and breach of contract. We deny any wrongdoing and moved to dismiss the claims. On April 25, 2020, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that Twin City would pay us \$66,250.00.

Best Western International, Inc. v. Oakland Park, Inc., et al., Arizona State Court (Maricopa County) Case No. CV 2015-000279 (Filed January 12, 2015, Appellate Ruling December 6, 2018).

The former Best Western Oakland Park Inn in Fort Lauderdale, Florida was terminated in 2014 for refusing to pay its outstanding, unpaid account and breaching its payment plan obligations. On January 12, 2015, we filed a complaint against the former Member, Oakland Park, Inc. (“Oakland Park”) and its voting member for failure to pay its outstanding account, fees and dues owed following termination, and for trademark infringement. Oakland Park filed a counterclaim against us in 2016 alleging wrongful termination, asserting causes of action for breach of contract, breach of the duty of good faith and fair dealing, and breach of the fiduciary duty, among others. We deny any wrongdoing. After a series of motions, the court ruled that Oakland Park could not assert any wrongful termination

claims. Following several hearings that Oakland Park and its counsel failed to attend, the court granted us default judgment and dismissed all of Oakland Park's remaining claims. The default judgment was reversed on appeal on December 6, 2018, but the court of appeals found the termination was justified and that there is no counterclaim for breach of fiduciary duty. The case was remanded to the trial court for resolution of any remaining claims, but in the interim Oakland Park filed for bankruptcy so the action was subject to the bankruptcy court's automatic stay. On July 6, 2020, the parties, with the consent of the bankruptcy trustee and bankruptcy court, settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that Oakland Park would pay us \$225,000.

Bright LLC v. Best Western International, Inc., Arizona District Court Case No. 17-cv-00463-PHX-ROS (Filed July 8, 2016).

Bright LLC, a former conditionally-approved applicant for a Membership ("Bright"), sued us for terminating its conditional approval after having already received 18 months of extensions. Bright sought \$1.5 million in damages and asserted causes of action for breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, unjust enrichment, and declaratory judgment. We deny any wrongdoing. We counterclaimed for damages in the amount of \$110,000 pursuant to the agreed contractual damages provision in the parties' agreements. On March 1, 2019, the court granted summary judgment in our favor and dismissed all of Bright's claims. On April 19, 2019, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that Bright would pay us \$114,000.

State Bank of Texas, SBT I-10 Service Rd., Ft. Worth Hotel South, LLC v. Best Western International, Inc., Arizona State Court (Maricopa County) Case No. CV 2015-008670 (Filed November 20, 2015).

The former Best Western Plus Fort Worth South Hotel was terminated in May 2015 for failing to satisfy design requirements and for failing to meet quality assurance standards established in applicable operations manuals after having been granted multiple extensions. The former Member, Fort Worth Hotel South, LLC ("Fort Worth South") sued us, seeking over \$3.5 million in damages for costs spent on renovations, alleging improper termination and asserting claims for fraud, constructive fraud, breach of contract, equitable estoppel, breach of implied covenant of good faith and fair dealing, negligent misrepresentation, unjust enrichment/d disgorgement, declaratory relief of unconscionability, declaratory relief of non-infringement, and recoupment. We counterclaimed for our contractual damages. We deny any wrongdoing. We moved for summary judgment and all of Fort Worth South's claims were dismissed. The court ruled, however, that Fort Worth South could assert an affirmative defense for recoupment in response to our counterclaim. On September 25, 2018, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that Fort Worth South would pay us \$25,000.

Best Western International, Inc. v. SDV Hospitality and Resources Corporation and Deepak Kant Vyas, Arizona District Court Case No. 2:15-cv-02159 (Filed October 27, 2015).

The former Best Western Plus Timber Creek Inn & Suites in Sandwich, Illinois ("Former Hotel") was terminated for failing quality assessments established in applicable operations manuals

and refusing to allow re-inspection. The contract provided that upon termination, the former Member, SDV Hospitality and Resources Corporation (“SDV Hospitality”), was required to pay fees and dues for the remainder of the contract term, to timely de-brand, and to pay damages for improper use of our trademarks. Following termination, demands were made to SDV Hospitality for an outstanding account balance and for liquidated damages relating to ongoing trademark infringement. We sued SDV Hospitality to recover the fees. SDV Hospitality filed a counterclaim asserting violations of the computer fraud and abuse act, the wire-tap act, the stored communication act, interference with business expectancy, negligent misrepresentation, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. We deny any wrongdoing. We successfully moved to dismiss the counterclaims for breach of the covenant of good faith and fair dealing and breach of fiduciary duty. On July 26, 2017, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed to pay their own attorneys’ fees and costs incurred in the action and to refrain from and correct any marketing, social media, or misrepresentations regarding the Former Hotel or its status as a Best Western branded hotel.

Best Western International, Inc. v. Upstate Host, LLC and Tarrunum Murad, Arizona District Court Case No. 2:16-cv-00885 (PGR) (Filed March 31, 2016).

The former Best Western Plus Carrier Circle in Syracuse, New York was terminated for failing quality assessments established in applicable operations manuals. The contract provided that upon termination, the former Member, Upstate Host, LLC (“Upstate”), was required to pay fees and dues for the remainder of the contract term, to timely de-brand, and to pay damages for improper use of our trademarks. Following termination, demands were made to Upstate for an outstanding account balance and for liquidated damages relating to trademark infringement. We were forced to sue Upstate. Upstate filed a counterclaim against us and a third party complaint against various of our employees alleging wrongful termination and asserting claims for violation of the New York Franchise Act, violation of the Arizona Consumer Fraud Act, fraudulent concealment, intentional/negligent misrepresentation, breach of contract, breach of the covenant of good faith and fair dealing, and unjust enrichment. We deny any wrongdoing. On July 13, 2016, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that Upstate would pay us \$78,000 in 24 equal monthly payments of \$3,250.

Best Western International, Inc. v. American Hospitality Solution, LLC and Deborah Speziale, Arizona District Court Case No. 2:16-cv-03405 (Filed October 6, 2016).

The former Best Western Crossroads was terminated for failing to meet quality assurance standards established in applicable operations manuals. The contract provided that upon termination, the former Member, American Hospitality Solution, LLC (“AHS”), was required to pay any outstanding account balances, fees and dues for the remainder of the contract term, to timely de-brand, and to pay damages for improper use of our trademarks. Following termination, demands were made to AHS for an outstanding account balance and fees and dues for the remainder of the contract term. We sued AHS to recover the fees. AHS asserted counterclaims for fraud, violation of the Illinois Franchise Act, Violation of the Indiana Franchise Act, breach of contract, and declaratory relief that the liquidated damages provision in the parties’ agreement is invalid. We deny any wrongdoing and moved to dismiss all of the counterclaims. On April 24, 2017, the parties settled the case with mutual

releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that AHS would pay us \$35,000.

Quist v. Best Western International, Inc., Supreme Court of North Dakota, Civ. Case No. 10571 (Filed July 18, 1984).

On March 3, 1983, the North Dakota Securities Commissioner held that (i) the agreements between us and our Members were “franchises” as defined in the North Dakota Franchise Investment Law (“FIL”); (ii) we had offered or sold franchises in North Dakota in violation of the registration provisions of the FIL; (iii) we did not qualify for the statutory exemptions from registration; (iv) we had not been exempted by rule from registration; and, (v) the North Dakota Securities Commissioner had not applied the FIL in a discriminatory manner, and ordered us to refrain and desist from offering Memberships until the offers are registered with the North Dakota Securities Commissioner per the provisions of the FIL. The District Court, Burleigh County, South Central Judicial District, affirmed the North Dakota Securities Commissioner’s order, and we appealed. On July 19, 1984, the Supreme Court affirmed the District Court’s decision, holding that: (i) the FIL contained no exception for cooperative marketing agreements; (ii) we had waived constitutional challenges to the FIL itself; and, (iii) the record did not establish any discriminatory enforcement policy of the North Dakota Securities Commissioner or prove any discrimination against us.

Commissioner of Corporations v. Best Western International, Inc., Superior Court of the State of California for the County of Los Angeles, Case No. 0693928 (Filed July 29, 1988).

In response to a complaint filed by the California Commissioner of Corporations (“Commissioner”) asserting that we violated the registration and disclosure provisions of the California Franchise Investment Law (the “California Franchise Law”), and without admitting or denying any allegation of the complaint or liabilities arising therefrom, we consented to the entry of a Final Judgment of Permanent Injunction which ordered that: we (i) be permanently enjoined from offering to selling or otherwise in any way dealing or participating in the offer or sale of any franchise which is not exempt from the registration requirements under the California Franchise Law unless and until we are first registered under the California Franchise Law to offer and sell franchises; (ii) be permanently enjoined from selling any franchise without first submitting to the prospective Member at least 10 business days prior to the receipt of any consideration or the execution of any binding franchise or other agreement, whichever occurs first, the prospectus and all agreements; (iii) file a notice of exemption or register our franchise offer per the California Franchise Law and prepare the applicable disclosure document(s) or file a letter that we have not filed a notice of exemption or obtained franchise registration because we have ceased all franchise offers and will not recommence until we have filed a notice of exemption or registered our franchise offer; and, (iv) pay the Commissioner its costs of \$3,080 (the “1988 Final Judgment of Permanent Injunction”).

In the Matter of Best Western International, Inc. Securities Division of the Office of the Attorney General of Maryland, Case No. 2018-0237 (Effective August 24, 2018).

The Securities Division of the Office of the Attorney General of Maryland (“Securities Division”) asserted that we violated the registration and disclosure provisions of the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”) by entering into Membership Agreements. Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with the Maryland Securities Commissioner (the “Securities Commissioner)

dated August 24, 2018. In the Consent Order, we agreed to: (i) immediately and permanently cease and desist from the offer and sale of Membership Agreements in Maryland unless and until we comply with the Maryland Franchise Law; (ii) reimburse the Office of the Attorney General \$16,500 in unpaid franchise filing fees; (iii) within 15 days of our receipt of the fully executed Consent Order, send to seven of our current Maryland Members a copy of the signed Consent Order and a rescission letter offering, for a period of 30 days, to immediately rescind the Member's Membership Agreement and refund the Best Western entrance fee that Member paid; (iv) within 30 days of its receipt of the fully executed Consent Order, send to three Best Western Maryland members who canceled their Membership Agreements an unconditional refund of the Best Western entrance fee that member paid; (v) pay the Office of the Attorney General a civil monetary penalty in the amount of \$297,000 for the alleged violations described in the Consent Order, which amount would be reduced to as low as \$25,000 to account for rescission payments we offered to make to our existing and former Maryland Members; and, (vi) complete payments to those Maryland Members who accepted our rescission offer within 30 days of our receipt of that written acceptance.

In the Matter of Best Western International, Inc., Securities Division of Department of Financial Institutions of Washington, Order No. S-18-2510-19-CO01 (Effective February 7, 2019).

The Securities Division of Department of Financial Institutions of Washington ("Washington Securities Division") asserted that we violated the registration and disclosure provisions of the Washington Franchise Registration and Disclosure Law (the "Washington Franchise Law") by entering into Membership Agreements. Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with Washington Chief of Enforcement, dated February 7, 2019. In the Consent Order, we agreed to: (i) cease and desist from the offer and sale of Membership Agreements in Washington unless and until we comply with the Washington Franchise Law; (ii) pay the Washington Securities Division \$3,000 for unpaid franchise filing fees for the period 2012 to 2015; (iii) pay investigative costs of \$5,600; and (iv) provide a copy of the Consent Order to all Members who were Washington residents or operated a hotel located in Washington after January 1, 2015 within 60 days of the entry of the Consent Order.

In the Matter of Best Western International, Inc., Department of Business Oversight of the State of California, FIL ORG ID.: 102063 (Effective April 9, 2019).

The Commissioner of California's Department of Business Oversight (the "Commissioner") claimed that we violated the 1988 Final Judgment of Permanent Injunction described above by selling franchises in California between 1988 and 2018 without being registered or filing for an exemption under the California Franchise Investment Law (Corporations Code section 31000, et. Seq.) ("California Franchise Law"). Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with the Commissioner effective April 9, 2019. In the Consent Order, we agreed to: (i) cease and desist from the offer and sale of Membership Agreements in California unless and until we comply with the California Franchise Law; (ii) pay California's Department of Business Oversight \$500,000 in administrative penalties; and (iii) pay California's Department of Business Oversight \$10,000 in investigative costs.

In the Matter of Best Western International, Inc. Virginia Corporation Commission’s Division of Securities and Retail Franchising, Case No. SEC-2019-00060 (Effective February 24, 2020).

The State Corporation Commission’s Division of Securities and Retail Franchising (the “Commission”) asserted that we violated the registration and disclosure provisions of the Virginia Retail Franchising Act (the “Virginia Franchise Law”) by entering into Membership Agreements. Without admitting or denying any violation of law, we voluntarily entered into a Settlement Order with the Commission, which was filed on February 24, 2020. In the Settlement Order, we agreed to: (i) pay to the Treasurer of Virginia \$12,000 in monetary penalties; (ii) pay to the Treasurer of Virginia \$1,000 to defray the costs of investigation; and (iii) not violate Virginia Franchise Law in the future.

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

ITEM 4

BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Impact Study Fee

New prospective Members may, by paying us an Impact Study Fee of \$4,000, contribute funds to our commissioning of an impact study. All new prospective Members must complete an Application for Membership (the current form of which is attached as Exhibit I). Applications for Membership are valid for six months from the Board meeting they are originally intended for (the “Application Deadline”). If a new prospective Member’s Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is approved, the Impact Study Fee will be credited toward the Affiliation Fee (see below). If a new prospective Member’s Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is not approved, the entire Affiliation Fee (including the \$4,000 Impact Study Fee) will be refunded. If a new prospective Member’s Application for Membership is not presented to the Board by the Application Deadline due to the actions of the prospective Member or the Application for Membership is approved by the Board but the prospective Member does not accept the conditions of approval, the \$4,000 Impact Study Fee will not be refunded.

Entrance Fee

All new prospective Members must pay an Entrance Fee, which is comprised of an evaluation fee (the “Evaluation Fee”) and an affiliation fee (the “Affiliation Fee”).

As explained above, all new prospective Members must complete an Application for Membership. When you submit the Application for Membership to us for processing, you must pay an Evaluation Fee of \$4,000. The Evaluation Fee is applied uniformly to all new prospective Members, is not credited toward any other payment you must make, and is non-refundable.

All new prospective Members must pay the Affiliation Fee before the Board's consideration of the Application for Membership. The Affiliation Fee for a single brand System Hotel is \$45,000, plus an additional \$200 per guest room over 50 guest rooms up to a maximum of 1,000 rooms, and the Affiliation Fee for a dual brand System Hotel is \$90,000, plus an additional \$900 per guest room over 100 guest rooms. Therefore, the Affiliation Fee for a 75- room Best Western System Hotel is \$50,000, of a 90-room Best Western Plus System Hotel is \$53,000, of a 120-room Best Western Premier System Hotel is \$59,000, of a 100-room @Home by Best Western System Hotel is \$55,000, of a 100-room dual brand System Hotel (e.g., Best Western Plus and @Home by Best Western) is \$90,000, of a 100-room Vīb System Hotel is \$57,000, of an 80-room GLō System Hotel is \$51,000, of a 90-room Aiden System Hotel is \$53,000, and of a 120-room Sadie System Hotel is \$59,000.

The Affiliation Fee was applied uniformly to all new prospective Members in our last fiscal year. If a new prospective Member's Application for Membership is either (i) presented to the Board by the Application Deadline and the Application for Membership is not approved or (ii) not presented to the Board by the Application Deadline due to the actions of the prospective Member, the entire Affiliation Fee will be refunded. The Affiliation Fee otherwise becomes non-refundable at the time of signing the Membership Agreement.

Proposed Construction Extension Fee to Begin Construction

An applicant granted approval for a System Hotel proposed for construction must commence construction within 12 months from the date of approval, or otherwise may apply for extensions of time to begin construction. Extensions may be granted in 6-month increments. The total amount of time that may be allowed to begin construction is 3 years from the date of approval. Requests for extensions: must be submitted at least 30 days prior to the then expiring period allowed for commencement of construction; include a progress report describing, at a minimum, the current status of financing, architectural plans, specifications, satisfaction of zoning requirements, and plans for commencement of construction; and payment of a non-waivable proposed construction extension fee ("Proposed Construction Extension Fee"). In the event a request for extension is not timely submitted, an extension shall not be granted and the applicant may not re-apply for membership at the same location for 90 days following the end of the extension period. The Proposed Construction Extension Fee is currently \$5,000 for the first 6-month increment and \$10,000 for each subsequent 6-month increment. The Proposed Construction Extension Fee for the total amount of time that may be allowed to begin construction (i.e., 3 years from the date of approval) is therefore \$35,000.

Opening Date Extension Fee

As described in Item 1, the license offered is for the construction of, or conversion of an existing hotel to, a System Hotel. You must complete the construction of your Property, or renovations to the existing hotel to bring it into conformity with System Hotels, and open your Property within an agreed-to time frame (e.g., two years after signing the Membership Agreement for the construction of a new System Hotel and nine months after signing the Membership Agreement for the conversion of an existing hotel to a System Hotel). If you want to request an extension of the time in which you are required to complete construction or renovations and open, you must submit a written request before the required opening date describing the status of the project and the reason for the requested extension. If we approve the extension, you must pay an extension fee ("Opening Date Extension Fee") equal to ¼ of the Entrance Fee for each 3-month increment, and we will set the new required opening date and project milestone dates. Therefore, the Opening Date Extension Fee for a 3-month extension for a 75-

room Best Western System Hotel is \$13,500, of a 90-room Best Western Plus System Hotel is \$14,250, of a 120-room Best Western Premier System Hotel is \$15,750, of a 100-room @Home by Best Western System Hotel is \$14,750, of a 100-room dual brand System Hotel (e.g., Best Western Plus and @Home by Best Western) is \$23,500, of a 100-room Vīb System Hotel is \$15,250, of an 80-room GLō System Hotel is \$13,750, of a 90-room Aiden System Hotel is \$14,250, and of a 120-room Sadie System Hotel is \$15,750.

If you do not request an extension, you will not be required to pay any Opening Date Extension Fee. If your Property opens prior to the expiration of the extension, the applicable Opening Date Extension Fee may be refunded. The Opening Date Extension Fee is otherwise nonrefundable. The Opening Date Extension Fee was applied uniformly to all Members in our last fiscal year.

Distribution System Photographs and Virtual Tours Fee

In order to ensure System Hotels are professionally represented on our website and other systems, Members will be required to pay us a fee ranging from \$1,650 to \$2,270 (“Distribution System Photographs and Virtual Tours Fee”) plus one room night’s accommodation for the photographer (if needed) prior to opening in exchange for having still photographs and virtual tour videos (e.g., walking tours) of their System Hotels taken. The Distribution System Photographs and Virtual Tours Fee will include development of, and three years of hosting, the virtual tour videos.

Initial Training Fees

You must pay us or our affiliates the following training fees: (i) a “Revenue Management Training Fee”, if applicable (see below); (ii) an “On-Boarding Program Service and Support Fee”; (iii) a “Sales and Revenue Optimization Training Fee”; (iv) a “General Manager Training Fee”; and (v) a “Voting Representative Training Fee” (collectively, the “Initial Training Fees”).

The Revenue Management Training Fee is charged to new hotels, reaffiliations and auto transfer hotels operating under the “Best Western[®]” brand for utilizing and fulfilling our revenue management system. The Revenue Management Training Fee is not charged to hotels that are required to participate in the Property Revenue Manager Program. The Revenue Management Training Fee is \$4,000, which is fully-earned and non-refundable upon completing the training and payable in 6 monthly installments, which are due beginning the first month the Property opens.

The On-Boarding Program and Service Support Fee is in consideration of training and other on-boarding services and support provided to new hotels. The fee is \$4,000, which is fully-earned and non-refundable upon completing the training and payable in 12 monthly installments, which are due beginning the first month the Property opens.

The Sales Revenue and Optimization Training Fee is in consideration of sales and revenue optimization we provide to new hotels. The fee is \$4,000 and is fully earned and non-refundable upon completing the training and is payable in 12 monthly installments, which are due beginning on the date the Property opens.

The General Manager Training Fee and Voting Representative Training Fee are in consideration of the initial training programs and brand orientation we provide to new General Managers and Voting Representatives as more fully described in Item 11. We charge \$320 to \$1,500

for the General Manger Training Fee and \$100 to \$500 for the Voting Representative Fee, which is dependent on our required coursework. Each fee is fully earned and non-refundable upon completing the applicable training program. You are responsible for all related travel and living expenses and wages incurred in connection with such training.

BWI Two-Way Installation Fee

You must pay us or our affiliate an installation fee of \$1,500 to install our BWI Two-Way system, which connects your PMS (as defined in Item 8) system with our hotel system. This fee is fully earned and payable upon our installation of the necessary components and is non-refundable under any circumstance.

Range of Pre-Opening Amounts Received During Prior Fiscal Year

During our 2022 fiscal year, some new prospective Members received a reduction of \$10,000 to \$15,000 in their Entrance Fees. We did not otherwise reduce any of the fees described above for any Member.

ITEM 6

OTHER FEES

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
General			
Annual Dues	\$2,085 for 20 rooms plus: \$70.11 per room for 21 to 50 rooms; \$27.26 per room for 51 to 400 rooms; and \$2.73 per room for rooms over 401.	September 15 for the following fiscal year.	Annual Dues are nonrefundable and are charged for each fiscal year. The Board may increase Annual Dues no more than once per fiscal year. No such annual increase shall exceed the lesser of (i) five percent (5%), or (ii) the rate of inflation of the previous year as measured by the U.S. Bureau of Labor Statistics Consumer Price Index (all items for all urban areas), unless a majority of all System Hotels vote to approve a greater increase.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Monthly Fees	3.5% or 5% of Property Room Revenue (“PRR”) as set forth in the Membership Agreement. See Remarks and Note 1	Billed one month in arrears, payable by the 15th of each month.	For a Member that has an ownership structure consisting of Best Western hotel owners who were Members as of July 1, 2016, and who collectively have a minimum of a 50% financial ownership interest in the Member, the Monthly Fees are 3.5% of PRR.
Advertising Assessment	\$14.57 per room per month.	Due and payable upon statement receipt.	The Board has the authority to increase the Advertising Assessment once each fiscal year, with no such increase exceeding the greater of (i) 2% of the prior year’s assessment, or (ii) the rate of inflation for the previous year as measured by the U.S. Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).
Marketing and Technology Fees	2.10% of PRR. See Note 1.	Billed one month in arrears, due and payable upon statement receipt.	See Note 1 for details on what components comprise the Marketing and Technology Fees.
Distribution Services			
Direct Connect Commissions	Varies by direct connect.	Due and payable upon statement receipt.	Payable as a pass-through commission charge for direct connect delivered reservations through negotiated brand pricing for Expedia, Booking.com, etc.
Global Distribution Systems (“GDS”) Fee	\$7.90 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through GDS and GDS internet travel sites.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Third-Party Internet Booking Fee	\$4.60 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through third-party internet booking sites via Onyx, HBSi, etc.
Third-Party Partner Booking Fee	\$2.00 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through our third-party partner.
Performance Based Marketing (“PBM”)	10% of PRR for each reservation received from a digital opportunity. See Note 1.	Due and payable monthly upon statement receipt.	Commission charge for reservations which result from digital opportunity. Subject to amendment by majority vote of System Hotels.
Member Web Booking Commissions	10% of PRR for reservations from North American (N.A.) hotels. 5% of PRR for reservations from international hotels.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Commission charge for reservations the Property receives from N.A. Best Western hotels and/or international hotels.
	10% of PRR for reservations to N.A. hotels. 5% of PRR for reservations to international hotels.	Credited one month in arrears.	Commission credit for reservations the Property sends to N.A. Best Western hotels and/or international hotels.
Travel Agent Commissions	Varies by travel agent and agreement.	Case by case basis. Due and payable monthly upon statement receipt.	Payable as a pass-through commission charge for travel agent reservations.
Best Western Rewards® (“BWR®”) Fee	\$0.0055 per BWR point issued.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for BWR points or airline program miles issued by the Property to BWR members (10 points issued for each revenue dollar).
BWR Enrollment Fee Rebate	5.5% of PRR for newly enrolled BWR members with valid email address, up to 5 nights stay, maximum \$500; 2.75% of PRR for newly enrolled BWR member without valid email address, up to 5 nights stay, maximum \$500.	Credited monthly.	Rebate of BWR fee imposed when you enroll a new BWR member.
Pay With Points	The credit portion for BWR® points redeemed: If 95% occupied or higher, a credit equal to the number of points times \$0.005 times	Credited two months in arrears.	Credit for reservations booked using a combination of BWR points and an alternative payment method. Property retains the non-points portion of the stay, and

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
	<p>90%.</p> <p>If less than 95% occupied, a credit equal to the number of points times \$0.005 times 40%.</p> <p>The cash paid (non-points) portion of Pay with Points is collected and retained by the Hotel from the BWR® member guest.</p>		receives a credit for the points portion.
Free Night Vouchers	<p>If the occupancy of the property is:</p> <p>90% or higher, a credit of 90% of the Property's Average Daily Rate ("ADR");</p> <p>70% or greater but less than 90%, a credit of 70% of the Property's ADR.</p> <p>Less than 70%, a credit of 40% or \$40 (whichever is greater).</p>	Reimbursed one month in arrears.	Reimbursement for BWR free night voucher redeemed at the Property. Hotel must provide at least 10% of total rooms (a minimum of 3 rooms) and no more than 50% of total rooms for free night redemptions.
Best Western Travel Card	Amount of travel card redeemed less 10% commission.	Credited monthly.	Credit for travel cards redeemed at the Property.
	Amount of travel card sold or reloaded is charged; related 10% commission is credited.	Due and payable monthly upon statement receipt.	Charge for travel cards sold or reloaded at the Property. Related commission is credit to the Property.
Cooperative (Co-op) Membership Fee	Fee per room per month varies based on Co-op.	Due and payable monthly upon statement receipt.	Fee for regional Best Western Member Co-op marketing efforts. Subject to amendment by Co-op members. Co-op fees are established by majority vote of the System Hotels that are in a Co-op (which is not an entity affiliated with Best Western International, Inc.). Co-op fees are billed monthly and have a fixed fee component of approximately \$100 per month and a variable fee component calculated per System Hotel of approximately \$1.50 per

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			guest room, with many Co-ops having a variable fee component cap of 150 rooms. If a hotel is currently a participant in a Co-op, please refer to the fees currently charged by a Co-op.
BestCheque	\$0.71 per commissionable transaction.	Due and payable monthly upon statement receipt.	Fee for administering the centralized travel agent commissions program.
BestCheque Consortia Marketing Program	\$3.00 per net room night reservation booked.	Due and payable monthly upon statement receipt.	Annual fee for Consortia program and per booking fee for reservations received from Consortia partners.
Commission Junction	10% of PRR for each reservation associated with a banner ad. See Note 1.	Due and payable monthly upon statement receipt.	Commission charge for reservations which result from a banner ad placed on a publisher's network.
AAA/CAA Official Appointment Fee	Annual fee ranging from \$440 to \$1,492, which includes a 50% discount, based on room size of hotel.	Due and payable upon statement receipt.	Annual fee for licensing rights to the AAA or CAA logo for use on promotional materials, websites and signage.
Central Bill Revenue	Central Bill reservation revenue credited monthly to your account.	Credited one month in arrears.	Credit for reservations revenue booked by tour operators and corporate accounts through the Central Bill program.
Hotel Managed Security Service ("HMSS")	One-time fee for installation of HMSS ranging from \$2,100 to \$3,500 and a monthly maintenance fee of \$130 per month upon installation of HMSS.	Due and payable monthly upon statement receipt.	One-time installation fee and monthly maintenance fee for HMSS, an internet based solution through a Best Western endorsed vendor for sending and receiving reservations. The HMSS provides hotels with secure communications to our data centers and increased security between hotels and approved Property Management System ("PMS") providers.
BWI Two-Way Interface Maintenance Fee	One-time installation fee of \$1,500 and a monthly maintenance fee that ranges from \$41 to \$4,455 depending on the number of System Hotels that utilize your particular PMS.	Due and payable monthly upon statement receipt.	One-time installation fee and monthly maintenance fee for technical and software license support of Two-Way system, which connects your software system to our hotel system.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
High-Speed Internet Access (“HSIA”) Advocacy Program	\$2,100 one-time program participation fee.	Due and payable upon statement receipt.	Fee for hotels to participate in the Advocacy Program to improve HSIA guest satisfaction scores (“GSS”) through system improvements. Required: If GSS scores are below the threshold. Optional: If GSS scores are above the threshold.
Other Fees			
Tools For Success	\$28.42 per month.	Due and payable monthly upon statement receipt.	Fee for online and other education and training resources provided to the Property.
Quality Re-Assessment Fee	\$2,400 plus a free room night for the inspector.	Due and payable upon statement receipt.	Payable following a failed post-opening inspection.
Online Housekeeping Supervisory Training	Cost recovery fee billed annually.	Due and payable monthly upon statement receipt.	Fee for online housekeeping and supervisory training and certification program. Only billed to all Members as approved by the Board on a cost-recovery basis if the training program is updated.
Online Front Desk Training	Cost recovery fee billed annually.	Due and payable monthly upon statement receipt.	Fee for online front desk training program. Only billed to all Members as approved by the Board on a cost-recovery basis if the training program is updated.
Revenue Management Training	\$4,000 fee billed in six (6) equal monthly installments beginning on the first month of service.	Due and payable upon statement receipt.	Fee charged to new hotels, reaffiliations and auto-transfer hotels operating under the “Best Western®” brand for utilizing Best Western Revenue Management training to fulfill Revenue Management training requirements.
On-Boarding Program Service and Support	\$4,000 billed in twelve (12) equal monthly installments.	Due and payable monthly upon statement receipt.	Fee for training and other on-boarding services and support provided to new hotels.
Customer Care Non-Response Fee	\$75 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee charged if a Member does not acknowledge a billing or miscellaneous file with the guest within 2 business days.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Customer Care – Per Complaint Fee Above .17	\$50 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for complaints above the permitted guest complaint ratio of .17.
Customer Care/First Contact Resolution (“FCR”)	1 – 100 Rooms First 4 Complaints: Free Complaints 5–10: \$100 Each Complaints 11+: \$250 Each 101–200 Rooms First 5 Complaints: Free Complaints 6–10: \$100 Each Complaints 11+: \$250 Each 201+ Rooms First 6 Complaints: Free Complaints 7–10: \$100 Each Complaints 11+: \$250 Each	Due and payable monthly upon statement receipt.	Fee for Customer Care agent to respond to and resolve customer service and accommodation complaints on first contact. Subject to amendment by majority vote of System Hotels.
Rate Shopping Tool	Pricing varies by level of service: \$29 per month and \$59 per month.	Due and payable monthly upon statement receipt.	Fee to provide competitor rate data necessary to effectively use the Revenue Management System we offer.
Online Travel Agency (“OTA”) Marketing Fund Assessment	\$250 annual fee per hotel.	Annual fee. Due and payable upon statement receipt.	Annual marketing fee for costs of OTA advertising and marketing.
Hotel Property Photographs	\$1,650 to \$2,270 per hotel plus the cost of any additional photographs a hotel may choose to have taken outside the standard photography package.	Due and payable monthly upon statement receipt.	Fee for online still photographs and panoramic tours. Hotels are required to renew their photos every three (3) years.
Room Addition Fee	\$100 fee, plus \$200 multiplied by the number of additional guest rooms you request to add.	Due if we grant consent for you to add additional guest rooms.	If you wish to add additional guest rooms after opening, you must submit an application to obtain our consent.
Annual Convention Meeting Attendance	Varies. Currently, \$843.	Annual fee. Due and payable upon statement receipt.	Charge for one Annual Convention registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			Statistics Consumer Price Index (all items for all urban areas).
District Meeting Attendance	Varies. Currently, \$470 per property.	Annual fee. Due and payable upon statement receipt.	Charge for one district meeting registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).
Member Market Area (“MMA”) Assessment	\$180 annual fee per hotel.	Annual fee. Due and payable upon statement receipt.	Annual fee to cover costs of the MMA program.
Relocation Fee	\$15,000 plus \$200 per room for any increase in room count.	Upon submission of your request to relocate. \$4,000 of the relocation fee is non-refundable. The remainder is non-refundable upon execution of the Membership Agreement you must sign for the Property at the new designated location.	Fee to cover relocation of the Property to another designated location in which you own an interest.
Membership Change of Ownership Transfer Fee – (50% or more change in ownership)	One-half (1/2) the then current Entrance Fee.	Within 20 days of sale.	Once a member, Transfer Fee payable upon Change of Ownership Transfer (50% or more change in ownership).
Membership Change of Ownership Transfer Fee – (50% or more buyout of existing partner (s))	One-fourth (1/4) the then current Entrance Fee.	Within 20 days of sale.	Once a member, Transfer Fee payable upon Change of Ownership Transfer (50% or more buyout of existing partner(s)).
Change of Ownership Fee – Prior to Activation	\$6,500	Within 20 days of change of ownership.	Change of Ownership Fee required when ownership changes prior to activation on reservations

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
(minimum 25% ownership remains)			systems – noting at least 25% of ownership remains.
Change of Ownership Fee – Prior to Activation (less than 25% ownership remains)	Then current Entrance Fee.	Within 20 days of change of ownership.	Change of Ownership Fee required when ownership changes prior to activation on reservations systems and less than 25% of ownership remains.
Transfer of Membership to Another Designated Property	\$15,000 plus the difference in the then current Entrance Fee if the designated property has more rooms.	At time of request of transfer.	Fee when membership is transferred to another designated property <u>and</u> ownership does not change more than 50%.
<i>Because We Care</i> [®] Training	\$2,400 per day.	Due and payable upon statement receipt.	Fee for training to improve hotel performance that we determine is required or that you request.
Threshold/Non-Compliance/Critical Care Visits	\$2,400 per day.	Due and payable upon statement receipt.	Fee for training to improve hotel performance that we determine is required or that you request.
Voting Representative Brand Orientation (2 days)	\$500 per course. To audit only, \$100.	Due and payable upon statement receipt.	Required new Voting Representative brand orientation. You are responsible for all related travel and living expenses and wages incurred in connection with such training.
General Manager Professional Development Training or Leadership Training (5 days)	\$1,500. To audit only, \$320.	Due and payable upon statement receipt.	Required new General Manager training. May also be required to improve hotel performance. You are responsible for all related travel and living expenses and wages incurred in connection with such training.
Conditional Extension Fee – Hotel Reviews	\$3,300	Due and payable upon statement receipt.	Fee charged to poor performing hotels for extension of time to improve performance (e.g., brand standards, customer complaint ratio, brand identity, and other performance reviews).
90-Day Extension Fee	\$3,300	Due and payable upon statement receipt.	Fee charged to poor performing hotels for extension of time to improve performance as granted by the Review Committee (e.g., brand standards, customer complaint ratio, brand identity, and other performance reviews).

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Conditional Extension Fee – Board of Directors Review	\$7,500	Due and payable upon statement receipt.	Fee charged to poor performing hotels for extension of time to improve performance as granted by the Board (e.g., quality assurance, design, guest surveys (overall service, breakfast, HSIA, BWR enrollments, etc.)).
Regional Services Visit to Property	\$2,400 per day	Due and payable upon statement receipt.	Visit to property for training and assistance that we determine is required or that you request.
Specialized 2-Day Property Visit	\$2,500	Due and payable upon statement receipt.	Board mandated Regional Services (“RS”) assistance visit to improve property performance (e.g., RS assistance visit 90 days after a failed assessment, RS visit after Hotel scores less than 840 points in 2 assessments within a 24-month period (a “Rapid Response Visit”, etc.)).
Design Visit to Property	\$2,650	Due and payable upon statement receipt.	Design visit to Property (e.g., to create Property Improvement Plan (“PIP”), compliance with PIP, etc.).
Pre-Hearing Administrative Fee	\$4,500	Payable prior to the hearing.	Fee if you request a Board hearing.
Membership/Status Review Administrative Fee	\$3,000	Payable prior to the Board review.	Fee if you request an administrative review in lieu of a Board review.
Default Remedies	Reimbursement of all of our expenses.	Case by case basis as incurred. Due and payable upon statement receipt.	Our expenses may include attorneys’ fees, court costs, and other expenses reasonably incurred to protect us or to remedy your default.
Indemnification	Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at the Property.	Case by case basis as incurred. Due and payable upon statement receipt.	You must reimburse us for all expenses including attorneys' fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Membership Agreement. You must also defend us, our affiliates and our and their predecessors, successors, assigns, members,

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			officers, directors, employees, managers, and agents.
Liquidated Damages for Unauthorized Opening	\$1,000 per day that your Property is open without authorization, plus our costs.	On demand. Due and payable upon statement receipt.	Payable if you open before we give you written authorization to open.
Liquidated Damages for Pre-Opening Premature Termination	\$2,000 for each authorized guest room.	On demand. Due and payable upon statement receipt.	Payable if we terminate the Membership Agreement before you open because you default, or because you terminate the Membership Agreement without cause; or we terminate the Membership Agreement and you enter into an agreement for or begin construction of a competing brand within 1 year after termination.
Liquidated Damages for Post-Opening Premature Termination	The lesser of: (x) 48 months of Monthly Fees (calculated as your average Monthly Fees during the previous 12 months (but if Monthly Fees have been owed to us for less than 12 months, the average of all prior months) multiplied by 48); or (y) Monthly Fees for the remainder of the Extended-Length Term or renewal term (calculated as your average Monthly Fees during the previous 12 months multiplied by the number of months remaining in the Extended-Length Term or renewal term).	On demand.	Payable if you resign from the Membership or we terminate the Membership Agreement.
Liquidated Damages for Post-Termination Use of Best Western Identifying Marks	15% of the average of the Property's room rates per room per day multiplied by the total number of rooms.	On demand.	Payable for each day that any Best Western Identifying Mark is used in connection with the Property, after 15 days following resignation, cancellation or termination of the Membership Agreement.
ACH Processing Charge	\$50 per resubmission.	Due and payable monthly upon statement receipt.	Payable if we have to resubmit an ACH payment to the bank after an

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			initial ACH payment is rejected for insufficient funds.
Late Charge	18% Annual Percentage Rate (“APR”).	Due and payable monthly upon statement receipt.	Payable if an ACH payment and resubmitted ACH payment are both rejected for insufficient funds. Late Charge terminates when the balance is paid in full.
Interest	18% APR.	Due and payable monthly upon statement receipt.	You must pay service charges if you do not make any payment to us or our affiliates when due.
Taxes	Actual amount.	On demand.	If any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Membership Agreement, then you must reimburse us the actual amount.
Optional Programs			
Property Revenue Manager (PRM) Program	Per month fee based on size of the hotel: \$995 for 1-120 rooms \$1,195 for 121-200 rooms \$1,395 for 201+ rooms	Due and payable monthly upon statement receipt.	Fee charged to hotels that participate in the optional PRM Program.
Essential Revenue Management Program	\$595 per month	Due and payable monthly upon statement receipt.	Optional program fee for hotels under 70 rooms. Fee charged to hotels that participate in the Essential Revenue Management Program.
Rate Parity	Hotels which repeatedly violate rate parity are subject to administrative fees which range from none (i.e., written notification) to \$4,000 per violation depending on the number of violations annually.	Due and payable upon statement receipt.	Administrative fee charged to hotels for rate parity violations.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Supply and Studio Design	Varies depending on level and amount of services and support.	Due and payable upon statement receipt.	Access to supply procurement and negotiated brand pricing using the Supply Endorsed Vendor program. Interior design creation and conceptual architectural service (for exteriors) available through the Studio Design team of interior designers and architects on a contract basis.
Reservation Call Transfer Program	Participating hotel: \$75 per month, plus \$3 for each transferred call over 50 calls in a month. Non-participating hotel: \$3 for each call transferred.	Due and payable monthly upon statement receipt.	Optional program fee to have calls transferred from the hotel to Central Reservations. Hotels not participating are subject to a fee per call transferred.
Revenue Services Property Visits	Pricing varies by program services.	Due and payable upon statement receipt.	Fee charged to hotels that participate in the optional Revenue Services Property Visit Program.
Regional Training	\$399	Due and payable upon statement receipt.	Fee for attending one-day of optional regional training.
BWH MediaMax	Cost recovery of media services costs and 10% commission on net consumed revenue through the MediaMax program.	Due and payable monthly upon statement receipt.	Hotel-managed marketing platform that empowers property level marketing managers to drive additional online visibility and room night production across a variety of digital channels.
Runtriz Fee	\$100 per month with the option to be billed monthly, semi-annually, or annually.	Due and payable upon statement receipt.	A web-based mobile concierge service that provides communications with a guest pre-arrival, during stay and at checkout utilizing messaging, email and SMS Text.

NOTES

1. “Property Room Revenue” (“PRR”) means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the Property, including revenue derived from the redemption of points or rewards under the loyalty programs in which the Property participates, amounts attributable to breakfast (where the guest room rate includes breakfast), and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any guest room rebates and overcharges, and will not include

taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included in, and not deducted from, the calculation of PRR.

If there is a fire or other insured casualty that results in a reduction of PRR, you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Fees, Advertising Assessment, and Marketing and Technology Fees, based on the PRR amounts agreed on between you and your insurance company that would have been paid to us in the absence of the insured casualty.

The Marketing and Technology Fees combine the prior Best Western Membership-approved: (i) Sales and Marketing Assessment; and (ii) Technology Assessment; and a Marketing and Technology Assessment. The following details the combination of all of these fees:

Marketing and Technology Fees	Effective Date	Description
2.10% of PRR	January 1, 2022	The sum of the Sales and Marketing assessment of 0.6% of PRR, the Technology Assessment of 0.5% of PRR and the Technology and Marketing Assessment of 1.00% of PRR

2. You must participate in all guest loyalty or frequency programs we require. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or our affiliates offer to the public on your behalf, any room rate quoted to any guest when the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. We and our affiliates' other hotel brands may also participate in these programs. These programs are subject to change. You pay your share of the costs of the programs.
3. Unless otherwise indicated, all fees described in this Item 6 apply to Fiscal Year 2023, are payable to, and imposed by, us or our affiliates and are non-refundable. You agree to allow us to automatically debit your bank account each month in the amount owing us and you agree to electronic monthly statements. The fees listed in this Item 6 are more fully described in the Regulatory Documents.
4. All other fees, dues and assessments are subject to change by us without limitation except as noted above.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – BEST WESTERN SYSTEM HOTEL (75-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$54,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,500	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$4,600,000 - \$9,700,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$660,000 - \$1,000,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$111,200 - \$112,600	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$15,000 - \$25,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$25,000 - \$85,000	As Required	As Required	Governmental Agency

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$258,000 - \$278,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$5,485,200 to \$11,675,308				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN SYSTEM HOTEL (75-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$54,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,500	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$620,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$860,000	As Agreed	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$111,200 - \$112,600	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$15,000 - \$25,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$30,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$258,000 - \$278,000	As Incurred	As Arranged	Suppliers
TOTAL (16)	\$573,200 to \$2,400,308			

YOUR ESTIMATED INITIAL INVESTMENT*

NEW CONSTRUCTION – BEST WESTERN PLUS SYSTEM HOTEL (90-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$5,800,000 - \$12,000,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$960,000 - \$1,450,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$111,200 - \$112,600	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$25,000 - \$85,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$340,000 - \$369,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$7,448,200 to \$14,525,058				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN PLUS SYSTEM HOTEL (90-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$730,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$1,250,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$111,200 - \$112,600	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$30,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Additional Funds (3 months) (15)	\$340,000 - \$369,000	As Incurred	As Arranged	Suppliers
TOTAL (16) \$663,200 to \$3,000,058				

YOUR ESTIMATED INITIAL INVESTMENT*

NEW CONSTRUCTION – BEST WESTERN PREMIER SYSTEM HOTEL (120-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$63,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,750	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$12,900,000 - \$24,000,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$2,300,000 - \$4,350,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$200,000 - \$350,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$196,600 - \$198,000	Cash, Check or Wire Transfer	As Required	Us and Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Insurance (11)	\$30,000 - \$50,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$50,000 - \$175,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$25,000 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$476,000 - \$519,000	As Incurred	As Arranged	Suppliers
TOTAL (16)	\$16,275,600 to \$29,897,958			

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN PREMIER SYSTEM HOTEL (120-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$63,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,750	Lump Sum	When Requested	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Distribution System Photographs and Virtual Tours Fee (5)	\$1,250 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$2,400,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$3,100,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$200,000 - \$350,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$196,600 - \$198,000	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$30,000 - \$50,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$60,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$476,000 - \$519,000	As Incurred	As Arranged	Suppliers
TOTAL (16)	\$1,000,600 to \$6,932,958			

**YOUR ESTIMATED INITIAL INVESTMENT
NEW CONSTRUCTION – @HOME BY BEST WESTERN SYSTEM HOTEL (100-ROOM)**

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$59,000 (comprised of Evaluation Fee of \$4,000 plus	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
	Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)		Affiliation Fee portion before Board's consideration of Application of Membership	
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,750	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$6,740,000 - \$13,400,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$1,750,000 - \$3,100,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$111,200 - \$112,600	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$25,000 - \$85,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$378,000 - \$409,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$9,218,200 to \$17,617,558				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – @HOME BY BEST WESTERN SYSTEM HOTEL (100-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$59,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,750	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$1,250,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$2,500,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$111,200 - \$112,600	Cash, Check or Wire Transfer	As required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - 30,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project	\$0 - \$75,000	As Incurred	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Management Expenses (14)				
Additional Funds (3 months) (15)	\$378,000 - \$409,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$703,200 to \$4,812,558				

YOUR ESTIMATED INITIAL INVESTMENT*

NEW CONSTRUCTION – BEST WESTERN DUAL BRAND SYSTEM HOTEL (100-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$94,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$90,000 (100 rooms or less) plus \$900 for each additional room)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$23,500	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$6,400,000 - \$13,400,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$1,400,000 - \$2,400,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Signage (9)	\$40,000 - \$90,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$120,500 – \$121,900	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$25,000 - \$85,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$378,000 - \$409,000	As Incurred	As Arranged	Suppliers
TOTAL (16) \$8,592,500 to \$17,015,608				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN DUAL BRAND SYSTEM HOTEL (100-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$94,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$90,000 (100 rooms or less) plus \$900 for each additional room)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Opening Date Extension Fee (4)	\$0 - \$23,500	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$1,150,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$1,800,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$40,000 - \$90,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$120,500 - \$121,900	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$30,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$378,000 - \$409,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$767,500 to \$4,110,608				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – Vib SYSTEM HOTEL (100-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$61,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,250	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$12,800,000 - \$18,500,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$1,750,000 - \$3,100,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$200,000 - \$350,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$30,000 - \$60,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$25,000 - \$40,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$50,000 - \$175,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project	\$0 - \$75,000	As Incurred	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Management Expenses (14)				
Additional Funds (3 months) (15)	\$436,000 - \$476,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$15,539,900 to \$23,083,758				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – Vīb SYSTEM HOTEL (100-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$61,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,250	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$100,000 - \$1,800,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$600,000 - \$1,500,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$200,000 - \$350,000	As Agreed	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Signage (9)	\$30,000 - \$60,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As required	Us and Suppliers
Insurance (11)	\$25,000 - \$40,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$60,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$436,000 - \$476,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$1,639,900 to \$4,668,758				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – GLō SYSTEM HOTEL (80-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$55,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension	\$0 - \$13,750	Lump Sum	When Requested	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Fee (4)				
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$5,225,000 - \$10,250,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$825,000 - \$1,100,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$30,000 - \$60,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$15,000 - \$25,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$25,000 - \$85,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$302,000 - \$327,000	As Incurred	As Arranged	Suppliers
TOTAL (16)	\$6,764,900 to \$12,452,258			

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – GLō SYSTEM HOTEL (80-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Entrance Fee (2)	\$55,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,750	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$100,000 - \$1,250,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$470,000 - \$1,150,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$30,000 - \$60,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$15,000 - \$25,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$30,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$302,000 - \$327,000	As Incurred	As Arranged	Suppliers
TOTAL (16)	\$1,259,900 to \$3,447,258			

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – AIDEN SYSTEM HOTEL (90-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$7,700,000 - \$10,250,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$950,000 - \$1,250,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$150,000 - \$280,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$50,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$25,000-\$85,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project	\$0 - \$75,000	As Incurred	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Management Expenses (14)				
Additional Funds (3 months) (15)	\$340,000 - \$369,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$9,449,900 to \$12,691,758				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – AIDEN SYSTEM HOTEL (90-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$750,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$1,200,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$150,000 - \$280,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$50,000	As Agreed	As Agreed	Suppliers

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$20,000 - \$30,000	As required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$30,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$0 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$340,000 - \$369,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$774,900 to \$3,086,758				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – SADIE SYSTEM HOTEL (120-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$63,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,750	Lump Sum	When Requested	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Construction Work (6)	\$15,400,000 - \$24,300,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$2,300,000 - \$4,300,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$250,000 - \$400,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$50,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$30,000 - \$50,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$50,000 - \$175,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$25,000 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$476,000 - \$519,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$18,801,900 to \$30,179,258				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – SADIE SYSTEM HOTEL (120-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$63,000 (comprised of	Lump Sum, if applicable	Evaluation Fee portion upon	Us

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
	Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)		Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,750	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,650 - \$2,270	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$2,450,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$3,100,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$250,000 - \$400,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$50,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$172,900 - \$174,300	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$30,000 - \$50,000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,000 - \$2,000	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$60,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$12,350 - \$13,938	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14)	\$25,000 - \$75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15)	\$476,000 - \$519,000	As Incurred	As Arranged	Suppliers
TOTAL (16)				
\$1,051,900 to \$7,014,258				

Explanatory Notes

* All amounts listed in the above tables are non-refundable, unless stated otherwise below. All estimates are based on our and our affiliates' 70+ years of experience. The estimates in the above tables are for the new construction of, and conversion of an existing hotel to, a Best Western, Best Western Plus, Best Western Premier, @Home by Best Western, dual brand (e.g., Best Western Plus and @Home by Best Western), Vīb, GLō, Aiden and Sadie System Hotel, as applicable. The costs in the above tables are only estimates, and the actual costs may vary substantially depending on the type, condition, age, physical structure and quality of furnishing of the existing hotel and the building construction, material and labor costs applicable to the geographic area in which the hotel is located. You are encouraged to independently investigate, before executing the Membership Agreement, the actual costs.

1. New prospective Members may, by paying us an Impact Study Fee of \$4,000, contribute funds for our commissioning an impact study. All new prospective Members must complete an Application for Membership. If a new prospective Member's Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is approved, the Impact Study Fee will be credited toward the Affiliation Fee. If a new prospective Member's Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is not approved, the entire Affiliation Fee (including the \$4,000 Impact Study Fee) will be refunded. If a new prospective Member's Application for Membership is not presented to the Board by the Application Deadline due to the actions of the prospective Member, or the Application for Membership is approved by the Board but the prospective Member does not accept the conditions of approval, the \$4,000 Impact Study Fee will not be refunded.
2. All prospective Members must complete an Application for Membership for a hotel and pay a \$4,000 Evaluation Fee and an Affiliation Fee, the amount of which will depend on the number of rooms at the Property and whether the property is a single or dual brand. Please note, if you are a new Member purchasing your Membership from an existing Member, you will be charged a transfer fee in lieu of an Entrance Fee, which will equal 50% of our then current Entrance Fee. If a prospective Member's Application for Membership is either (i) presented to the Board by the Application Deadline and the Application for Membership is not approved or (ii) not presented to the Board by the Application Deadline due to the actions of the prospective Member, the entire Affiliation Fee will be refunded. The Affiliation Fee otherwise becomes non-refundable at the time of signing the Membership Agreement. The Affiliation Fee is as follows:

Single Brand: \$45,000 (50 rooms or less), plus \$200 for each additional room up to a maximum of 1,000 rooms.

Dual Brand: \$90,000 (100 rooms or less), plus \$900 for each additional room.
3. An applicant granted approval for a System Hotel proposed for construction must begin construction within 12 months from the date of approval, or may apply for extensions of time to begin construction if the applicant makes a request for extension that satisfies certain requirements and pays a Proposed Construction Extension Fee. Extensions may be granted in

6-month increments and the total amount of time that may be allowed to begin construction is 3 years from the date of approval. The Proposed Construction Extension Fee is \$5,000 for the first 6-month increment and \$10,000 for each subsequent 6-month increment. The Proposed Construction Extension Fee represented in each of the tables above is for an extension of 2 years beyond the initial 12 months you have to begin construction (i.e., \$35,000).

4. You must complete the construction of your Property, or renovations to the existing hotel to bring it into conformity with System Hotels, and open your Property within an agreed-to time frame (e.g., two years after signing the Membership Agreement for the construction of a new System Hotel and nine months after signing the Membership Agreement for the conversion of an existing hotel to a System Hotel). If you request and we approve an extension, you must pay an Opening Date Extension Fee equal to $\frac{1}{4}$ of the Entrance Fee for each 3-month increment. If your Property opens prior to the expiration of the extension, the applicable Opening Date Extension Fee will be refunded. The Opening Date Extension Fee is otherwise nonrefundable. The Opening Date Extension Fee represented in each of the tables above is for an extension of 3 months.
5. In order to ensure System Hotels are professionally represented on our website and other systems, Members will be required to pay us a Distribution System Photographs and Virtual Tours Fee of \$1,650 to \$2,270 prior to opening in exchange for having still photographs and virtual tour videos (e.g., walking tours) of their System Hotels taken. The Distribution System Photographs and Virtual Tours Fee will include development of, and three years of hosting, the virtual tour videos. You must also pay for one room night's accommodation for the photographer (if needed).
6. If your hotel will be new construction, you will have to incur construction work costs to build the Property so that is in conformity with the requirements specified in the Regulatory Documents. If your license is for the conversion of an existing hotel to a hotel, depending on the type, condition, age and physical structure of the existing hotel, you may or may not have to incur renovation work costs to bring the existing hotel into conformity with the requirements specified in the Regulatory Documents. Construction or renovation costs, as applicable, will vary significantly and the amounts in the above table are just estimates.
7. If your hotel will be new construction, you will have to incur costs to furnish and equip the Property in conformity with the requirements specified in the Regulatory Documents. If your hotel will be converted from an existing hotel to a hotel operating under the Best Western Identifying Marks, depending on the type, condition, age and quality of furnishing of the existing hotel, you may or may not have to incur costs to furnish and equip the existing property in conformity with the requirements specified in the Regulatory Documents. These costs will vary significantly and the amounts in the above table are just estimates.
8. "Inventory" includes food and beverages and other immediately consumable items such as fuel, soap, cleansing material, and similar items. "Operating equipment" includes such items as plates, cups, glasses, and uniforms. Although the estimated initial investment for inventory and operating equipment may vary significantly depending upon the Best Western Identifying Marks under which the Property operates, the number of rooms at the Property, occupancy and other similar factors, we anticipate the initial investment for inventory and operating equipment will equal roughly 8% to 10% of guest room revenue. The estimated ranges are for inventory

and operating equipment for three months of operations. The below estimates are for illustrative purposes only.

- The estimated range in the Best Western tables was calculated for a Best Western System Hotel with 75 rooms and revenue per available room (“RevPAR”) of \$64.
 - The estimated range in the Best Western Plus tables was calculated for a Best Western Plus System Hotel with 80 rooms and RevPAR of \$75.
 - The estimated range in the Best Western Premier tables was calculated for a Best Western Premier System Hotel with 120 rooms and RevPAR of \$85.
 - The estimated range in the @Home by Best Western tables was calculated for an @Home by Best Western System Hotel with 100 rooms and RevPAR of \$75.
 - The estimated range in the dual brand tables was calculated for a dual brand System Hotel with 100 rooms and RevPAR of \$75.
 - The estimated range in Vīb tables was calculated for a Vīb System Hotel with 100 rooms and RevPAR of \$85.
 - The estimated range in GLō tables was calculated for a GLō System Hotel with 80 rooms and RevPAR of \$75.
 - The estimated range in Aiden tables was calculated for an Aiden System Hotel with 90 rooms and RevPAR of \$80.
 - The estimated range in Sadie tables was calculated for a Sadie System Hotel with 120 rooms and RevPAR of \$85.
9. For a new construction System Hotel, you must obtain on-premises signage and off-premises signage (e.g., highway billboards). For the conversion of an existing hotel to a System Hotel, you must change the existing hotel’s on-premises signage, off-premises signage (e.g., highway billboards) and alter operating supplies and equipment, including brochures and paper items, to replace any existing brand names with the applicable Best Western Identifying Marks. Your signs must be purchased from a supplier we approve (see Item 8).
- Signs include freestanding signs and primary identification for the building. The cost of signage for the Property depends on location, type, quantity and sizes of exterior signs. The estimates include installation, freight, foundation and wiring. You must install, display, and maintain signage displaying or containing the applicable Best Western Identifying Marks and other distinguishing characteristics in accordance with plans, specifications and standards we establish for existing hotels.
10. The “Computer System” and the cost breakdown for each component is more fully described in Item 11.

11. You must maintain the minimum levels and types of insurance specified in the Regulatory Documents at your expense. This insurance must be with insurers having minimum ratings we specify; name as additional insureds the parties we specify in the Regulatory Documents; and carry the endorsements and notice requirements we specify in the Regulatory Documents. Insurance premiums vary widely by reason of location, size of hotel and type of coverage purchased.
12. Actual cost depends on work done by an accountant and attorney, and standard regional rates.
13. The licenses and permits you must obtain to operate the Property vary depending on the state, county or other political subdivision in which the Property is located and the size of the Property. The low end of the ranges in the tables for the conversion of an existing hotel to a System Hotel presumes the hotel was open and operating as a hotel immediately prior to converting to a System Hotel and will not have permit and license fees. This range includes licensing or permits that will be necessary for the Property to offer food and alcoholic beverages. The price and related costs of obtaining an alcohol permit may vary substantially by jurisdiction, especially in those jurisdictions that consider a liquor license to be an asset.
14. You will incur pre-activation expenses for salaries and wages; personnel training; sales; administrative and general expenses; project management; technical services; advertising; and, opening festivities.
15. The additional funds estimated for operating the Property for the initial 3-month period (e.g., working capital for staff salaries and operating expenses) will vary materially by geographic location, taxes (e.g., federal, state and local) size of your land and Property, age of the Property, your Property room count, seasonality, number and size of your common areas, whether you have meeting rooms and/or a conference center, food service offered (e.g., restaurant), amenities offered, labor costs, health benefits costs, utility costs, insurance costs, and the relative effectiveness of you and your staff. The estimates do not include debt service or lease costs. The estimates are not a warranty as to your actual operating costs which you best can determine.
16. You should review these estimated figures carefully with a business advisor before deciding to acquire the license. We and our affiliates do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We issue standards, specifications, requirements, criteria, and policies for use by Members in developing and operating System Hotels, and modifications of those standards and specifications, in the Regulatory Documents. In order to maintain the integrity, image uniformity and public reputation of System Hotels, you are required to comply with all of our standards and specifications. Among other things, the standards and specifications in the Regulatory Documents may regulate the types, models, and brands of products and services the Property uses; required and authorized products and

services that the Property must offer to customers and quality standards for those products and services; and designated and approved suppliers of these items and services. We may require you to purchase products or services from us or another supplier we designate and/or with our prior approval and/or according to our specifications. Unless otherwise noted below, neither we nor any affiliate is an approved supplier or the sole supplier of any product or service.

You are currently required to purchase initial and, from time to time, additional and/or replacement: (i) signage from suppliers we designate and other signage from approved suppliers who meet our criteria, (ii) linens, terry products, and bath amenities (e.g., soaps, shampoos, conditioners and lotions) from designated or approved suppliers, (iii) *ICare*[®] items (e.g., UV wands and blacklights) from approved suppliers, and (iv) a property management system (“PMS”) from an approved vendor, which includes certain software and hardware components as more fully described in Item 11 below.

We are the only approved supplier and licensor of the BWI Two-Way connect software, which connects your PMS software system to our hotel software system. We are also the only approved supplier of distribution system photographs and virtual tours that must be taken of the Property and certain other distribution services disclosed in Item 6.

Except as described above, you currently may purchase all other products and services from any source of distribution as long as the product or service meets the requirements in the Regulatory Documents. We may enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors in the future.

You must maintain, at your own expense, the insurance coverage that we periodically require. You currently must have commercial general liability insurance, automobile liability insurance (for owned, non-owned, and hired automobiles), cyber security insurance, and statutory workers’ compensation insurance, each in the amount set forth in the Regulatory Documents, currently as follows:

- Commercial General Liability: \$11M General/Excess/Umbrella. Assault and battery, abuse and molestation, and exposure to carbon monoxide may not be excluded and may not be limited to amounts less than the \$11M.
- Automobile Liability: \$1M coverage for owned, hired and non-owned automobiles.
- Cyber Security Liability: \$1M
- Worker’s Compensation: As required by law.

All required insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Regulatory Documents (to include us), and carry the endorsements and notice requirements we specify in the Regulatory Documents. Upon request, you shall provide us with certificates and such other documents that we request evidencing that you have obtained insurance policies that comply with the then-current insurance requirements set forth in the Regulatory Documents.

If you would like to purchase any items you are required to purchase from approved suppliers from any supplier or distributor we have not yet approved, you must submit to us a written request for approval of the proposed supplier or distributor. We have the right to inspect a proposed supplier’s or

distributor's facilities, and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. We may charge you or the supplier a reasonable fee for the evaluation, or require the supplier to participate in a brand marketing or rebate program, and will decide within a reasonable time (no more than 120 days). We have no obligation to approve any new supplier you propose. We may periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria.

Approval of a supplier or distributor may be conditioned on requirements relating to product quality and reviews, prices, consistency, reliability, financial capability, industry reviews, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, willingness to participate in brand marketing or rebate programs, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor at any time and from time to time. We will make available our then current criteria to you, as necessary, upon request if we are asked to evaluate and approve a new supplier, item, or service.

Advertising Materials. You must obtain our approval before conducting any significant marketing and promotion activities, including before using any Internet sites or posting any content to those Internet sites.

Property Development. The specifications and layout of the Property must conform to our policies and the policies in the Regulatory Documents. You may not change the specifications and layout of the Property without our prior written approval, except if changes are requested by a competent federal or state authority.

There is currently no supplier in which one of our officers owns an interest.

Neither we nor our affiliates received any revenue or other material consideration during 2022 from selling required items to Members, but we and they may do so in the future. Designated suppliers did, however, make payments (i.e., commissions and rebates) to us in 2022 in connection with required and discretionary purchases by Members and our and our affiliates' licensees and franchisees operating under other hotel brands (collectively referred to as "BW Hotel Operators"). We generally receive a margin of 9.0% from furniture, fixtures and equipment suppliers and commissions of 3.0% from direct order suppliers (i.e., suppliers of hotel operational items such as guest room amenities, linens, etc.) based on purchases made by BW Hotel Operators. During fiscal year 2022, we received total revenue of \$495.6 million and we received \$6.1 million, or 1.2% of our total revenue, from vendors (i.e., rebates) in connection with purchases by BW Hotel Operators. All such funds were used for the administration of the supply program.

We or an affiliate provide access to a procurement service. There are not currently any other purchasing or distribution cooperatives. We currently negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to Members based on their purchase of particular products or services or use of particular suppliers.

Collectively, the purchases and leases described above are approximately 75% - 85% of your overall purchases and leases in establishing a System Hotel and approximately 40% - 50% of your overall purchases and leases in operating a hotel operating under the Best Western Identifying Marks.

ITEM 9

FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Membership Agreement. 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 MEMBERSHIP AGREEMENT AND REGULATORY DOCUMENTS	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Not applicable	Items 7, 8 and 12
b. Pre-opening purchases/leases	G; Rules and Regulations Chapters III, IX and X; the Manual; Design Guidelines for New Construction and Conversion Properties	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Not applicable	Items 5, 7, 8 and 11
d. Initial and ongoing training	Rules and Regulations 500.11, 500.12, 500.31, 500.55, 500.56, 500.58; Rules and Regulations Section “Member Approved Ballots”	Items 5, 6, 7, 11 and 15
e. Opening	G; Rules and Regulations Chapters III, IX and X; Brand Identity Manual; Design Guidelines for New Construction and Conversion Properties	Items 7 and 11
f. Fees	A(2), C, F(3), F(4), F(5) and F(6); Bylaws Article I and Article II Section 5 and Section 6; Rules and Regulations Section “Member Approved Ballots”	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	Introductory paragraph, A(1), D, E, G, M(1) and P; Bylaws Article II Section 8; Rules and Regulations Chapters III, V, VI, VII, VIII, IX, X, XII and XIII	Items 8 and 11
h. Trademarks and proprietary information	D, F, G, and N; Rules and Regulations Chapter III	Items 13 and 14
i. Restrictions on products/services offered	Rules and Regulations 400.4 and 500.29; Rules and Regulations Chapter X; and Rules and Regulations Section “Member Approved Ballots”	Items 8, 11, 12, and 16
j. Warranty and customer service requirements	Rules and Regulations 500.24 - 500.27, 500.35, 500.43, 500.53 and 500.54; Rules	Items 8, 12, and 16

OBLIGATION	SECTION IN MEMBERSHIP AGREEMENT AND REGULATORY DOCUMENTS	DISCLOSURE DOCUMENT ITEM
	and Regulations Section “Member Approved Ballots”	
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	G(1); Rules and Regulations Chapters IX and X; the Manual	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	Rules and Regulations Chapters V – X	Items 8, 11, 16, and 17
n. Insurance	Rules and Regulations 500.14	Items 7 and 8
o. Advertising	Rules and Regulations Chapters III and IV; Rules and Regulations Section “Member Approved Ballots”	Items 6, 8 and 11
p. Indemnification	N; Rules and Regulations 500.14	Item 6
q. Owner’s participation/management/staffing	Rules and Regulations 500.11, 500.12, 500.31 and 500.58	Items 11 and 15
r. Records and reports	Rules and Regulations Section “Member Approved Ballots”	Not Applicable
s. Inspections and audits	Rules and Regulations 500.15 – 500.20; Rules and Regulations Chapter XI	Items 8 and 11
t. Transfer	B (3); Bylaws Article II Sections 4 and 7 (C)	Item 17
u. Renewal	B (2); Bylaws Article II Sections 2 (B) and 5	Items 17
v. Post-termination obligations	F; Rules and Regulations 300.6	Item 17
w. Non-competition covenants	Bylaws Article II Sections 2 (C), 2(D) and 3	Items 15 and 17
x. Dispute resolution	Q	Item 17
y. Other. Guaranty of Member’s obligations	K	Item 15

ITEM 10

FINANCING

We and our affiliates do not offer direct or indirect financing. Neither we nor our affiliates will guarantee your note, lease, or obligation.

ITEM 11

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

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

Before you begin operating the Property, we (or our parent, affiliate, or designee) will:

1. Issue to you or make available a copy of the Manuals. The Manuals are confidential. References to the Manuals include the "Standards", which include all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us in our sole business judgment for use by System Hotels in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel, and for Hotel advertising and accounting, whether in the Manual or in the Membership Agreement or other written communication. The Board may adopt and implement programs and requirements to (i) provide regular maintenance of System Hotels, (ii) maintain a fresh and high quality appearance of System Hotels, (iii) conform to design, appearance, or operating criteria for System Hotels, and (iv) refurbish and renovate System Hotels, to help ensure that each System Hotel offers the public fresh and high quality accommodations that are competitive with other lodging available to the public and are current with lodging industry trends. For purposes of Best Western Rule 500.21, such programs are individually and collectively referred to as "Refurbishment Programs." Any Refurbishment Program adopted by the Board or Best Western Members is applicable to all Members, and shall include requirements for specific brands. Any Refurbishment Program adopted by the Board shall, prior to implementation, be submitted to the Members for their vote and approval, in accordance with the Bylaws, if (i) the cost of required item(s) is more than US\$150 per room, per Member Property if purchased through Best Western Supply (the "Expenditure Limitation"), or (ii) the Board should reasonably expect that most Member Properties will need to hire a "trade person" to install the item(s). With regard to any such System Hotel vote, an affirmative vote of a majority of the votes cast shall result in passage of the matter proposed, provided at least 33 1/3% of all System Hotels vote in favor of the proposal. The current table of contents of the Manuals is attached as Exhibit F. The Manuals contain 343 total pages.
2. Review designs and/or plans for constructing/renovating and furnishing the System Hotel, and grant or deny approval, which may be conditioned on your architect or other certified professional certifying to us that the designs and/or plans comply with all laws related to accessibility/accommodations/facilities for those with disabilities. You may not start construction/renovations until you receive our approval. Once we have issued our approval, you may not make any changes to the designs and/or plans without our advance consent (Rules and Regulations 500.22).
3. Furnish you with a reservation service (Membership Agreement, Section G).
4. As discussed in Item 8, you are required to comply with the Standards and specifications as detailed in the Manual. Among other things, the Standards may regulate the designated and approved suppliers of equipment, signs, fixtures, inventory and supplies you are required to

use. While we do not currently provide, deliver or install any of these items directly, we may do so in the future. We also make available to you for use in the Property various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we may have and which we make available to other System Hotels (Membership Agreement, Section A).

5. Specify ongoing required and optional training programs on providing accommodations and related services. You must pay a fee for these programs and the training materials. You must also pay for all costs incurred in connection with training (Rules and Regulations 500.11, 500.12, 500.31, 500.55, 500.56, 500.58; Rules and Regulations Section “Member Approved Ballots”).

During your operation of the Property, we (or our parent, affiliate, or designee) will:

1. Use commercially reasonable efforts to market the Property on our reservation service and any loyalty programs associated with the System Hotels. We will also include the Property, or cause the Property to be included, when applicable, in advertising of System Hotels and in marketing programs offered by us, subject to and in accordance with our general practice for System Hotels.
2. Continue to furnish you access to the reservation service so long as you are in full compliance with the material obligations set forth in the Regulatory Documents, including all standards set forth in the Manual. (Member’s Bill of Rights Section 12).
3. Offer consultation services and advice in areas such as operations, facilities, and marketing. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request, such as revenue management and sales support. You will be entitled to such services upon request and payment of any applicable fees.
4. Administer a quality assurance program for System Hotels that may include conducting periodic inspections and audits (at least once every 12 months upon at least 24 hours’ notice) of the Property to ensure compliance with our operating standards. (Rules and Regulations 500.15 – 500.20).

Marketing, Sales and Technology

Advertising Assessment. We will use your Advertising Assessment to pay for various programs, including (i) advertising, promotions, publicity, public relations, market research, loyalty programs and other marketing programs for the benefit of BW Hotel Operators (defined in Item 8), and (ii) administrative costs and overhead related to the administration or direction of these projects and programs and other such services as we may determine from time to time. Currently, the Advertising Assessment is \$14.57 per room per month.

Marketing and Technology Fees. We will use your Marketing and Technology Fees to pay for various programs, including (i) advertising, promotions, publicity, public relations, market research, loyalty programs and other marketing programs for the benefit of BW Hotel Operators, (ii) administrative costs and overhead related to the administration or direction of these projects and programs, (iii) investments in Best Western’s internal technology platform and assets; and (iv) other

such services as we may determine from time to time related to sales and marketing. The Marketing and Technology Fees are payable monthly at 2.10% of PRR.

We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, the selection of promotional programs, and the development of reservations systems. We may enter into, modify or terminate arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any of our affiliates or a third party. We will not use the Monthly Advertising Assessment or the Marketing and Technology Fees to solicit new Memberships (other than the development and maintenance of our website and its developers' pages).

The Advertising Assessment and the Marketing and Technology Fees may be, together with marketing fees paid by other BW Hotel Operators, spent for the benefit of System Hotels and other BW Hotel Operators, and they will not be used to exclusively promote or benefit the Best Western Identifying Marks or any one System Hotel or market. We will have no obligation in administering any activities paid for with the Monthly Advertising Assessment and the Monthly Sales and Marketing Fees to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Property benefits directly or proportionately from such expenditures.

We may create any programs and allocate monies derived from the Advertising Assessment and the Marketing and Technology Fees to any regions or localities, as we consider appropriate in our sole business judgment. The aggregate of the Advertising Assessment and the Marketing and Technology Fees paid to us by System Hotels does not constitute a trust and we are not a fiduciary with respect to the Advertising Assessments and the Marketing and Technology Fees paid by you and other System Hotels.

We are not obligated to expend funds in excess of the amounts received from System Hotels. If any interest is earned on unused Advertising Assessments and Marketing and Technology Fees, we will use the interest before using the principal. The Advertising Assessment and the Marketing and Technology Fees do not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. The Advertising Assessment and the Marketing and Technology Fees also do not cover the cost of operating the Property in accordance with the Standards. There are no reimbursements or other funds to which you are entitled from unused Advertising Assessments or Marketing and Technology Fees.

The amount of Advertising Assessment and the Marketing and Technology Fees collected and spent currently is not audited. Members may obtain an accounting of the collection and expenditure of Advertising Assessment and the Marketing and Technology Fees by contacting us at Best Western International, Inc., Attention: Treasurer, 6201 N. 24th Parkway, Phoenix, AZ 85016. During the 2022 fiscal year, Advertising Assessments, Marketing and Technology Fees collected from System Hotels and the marketing fees collected from other BW Hotel Operators were collectively spent in the following approximate amounts: 52% on advertising and media placement, production and other associated expenses, 7% on promotions for seasonal marketing, trade shows and other associated expenses and 41% on internal technology platforms, assets, disaster recovery and security.

There is currently a Sales Advisory Committee (SAC), a Marketing Advisory Committee (MAC) and a Reservations Technology Advisory Committee (ResTech) composed of current Members

that provide advice on sales, marketing and technology matters. SAC and ResTech each have 7 participants. MAC has 14 participants. These committees serve in an advisory capacity and generally meet twice per year.

There are regional advertising cooperatives defined by region in which you are required to participate. Your advertising cooperative fees are established by majority vote of the System Hotels that are in your advertising cooperative (which is not an entity that is affiliated with Best Western International, Inc.). Advertising cooperative fees are billed monthly and have a fixed fee component of approximately \$100 per month and a variable fee component calculated per hotel of approximately \$1.50 per guest room, with many advertising cooperatives having a variable fee component cap of 150 rooms. The fees vary from cooperative to cooperative. Each cooperative is administered by its members and according to operating guidelines, which members have access to. The cooperatives are not required to prepare financial statements.

We are not required to engage in or maintain any particular advertising program, apart from our general obligations to include the Property in group advertising of System Hotels, and to include the Property in marketing programs in accordance with our general practice for System Hotels. However, we will use commercially reasonable efforts to market the Property on our reservation service and any loyalty programs associated with System Hotels. We may use print, radio, television, magazines, direct mail and the internet to advertise System Hotels. Media coverage is national in scope. The source of our advertising for System Hotels is a marketing department and a national advertising agency. We are not required to spend any amount on advertising in your Market Area (defined in Item 12 below) or your geographic area.

You must advertise and promote the Property and related facilities and services on a local and regional basis in a first-class, dignified manner, using our identity and graphics Standards for all System Hotels, at your cost and expense. You must submit to us for our approval samples of all advertising and promotional materials that we have not previously approved (including any materials in digital, electronic or computerized form or in any form of media that exists now or is developed in the future) before you produce or distribute them. You will not begin using the materials until we approve them. You must immediately discontinue your use of any advertising or promotional material we disapprove, even if we previously approved the materials.

You may not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Property with any Other Hotel or related business, without our prior written consent. "Other Hotels" means any hotel, motel, inn, lodging facility, conference center or other similar business, other than a System Hotel. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels, and allow advertising and promotion only of System Hotels on the Property site, unless we specifically direct you to include advertising or promotion of Other Hotels. You may only accept reservations through the approved reservation service we furnish to you. You may not use an individual hotel website, booking engine, extranet, channel manager or any other channel of distribution to accept reservations.

Computer System

The hardware, software, cabling and related equipment comprising the computer system (the

“Computer System”) you are required to obtain and maintain throughout the term of the Membership Agreement varies depending on the type of Property you develop. The following tables detail the components of the Computer System by Property-type, including the estimated initial purchase price of the Computer System:

Best Western, Best Western Plus and @Home by Best Western	Cost Estimate
PMS Hardware (2 Workstations)	\$6,600
PMS Software	\$3,000
Point of Sale Hardware (2 EMV Devices, Installation, PMS Interface)	\$4,000
Telephone System	\$35,000
Property Managed Security Service	\$3,000
Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (Gateway, Switches, UPS, Cabling, etc.)	\$23,000
Electronic Door Locking System	\$20,000
Televisions (Public Space)	\$7,000
HMSS Installation Fee	\$2,100 - \$3,500
BWI Two-Way Installation Fee	\$1,500

Best Western Premier	Cost Estimate
PMS Hardware (4 Workstations)	\$20,000
PMS Software	\$50,000
Point of Sale Hardware (4 EMV Devices, Installation, PMS Interface)	\$10,000
Telephone System	\$35,000

Best Western Premier	Cost Estimate
Property Managed Security Service	\$5,000
Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (Gateway, Switches, UPS, Cabling, etc.)	\$40,000
Electronic Door Locking System	\$20,000
Televisions (Public Space)	\$7,000
HMSS Installation Fee	\$2,100 - \$3,500
BWI Two-Way Installation Fee	\$1,500

Dual Brand	Cost Estimate
PMS Hardware (2 Workstations)	\$13,200
PMS Software	\$5,000
Point of Sale Hardware (4 EMV Devices, Installation, PMS Interface)	\$4,000
Telephone System	\$35,000
Property Managed Security Service	\$3,700
Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (Gateway, Switches, UPS, Cabling, etc.)	\$23,000
Electronic Door Locking System	\$20,000
Televisions (Public Space)	\$7,000
HMSS Installation Fee	\$2,100 - \$3,500
BWI Two-Way Installation Fee	\$1,500

Vib, GLō, Sadie, Aiden	Cost Estimate
PMS Hardware (2 Workstations)	\$13,200
PMS Software	\$2,500
Point of Sale Hardware (4 EMV Devices, Installation, PMS Interface)	\$4,000
Telephone System	\$35,600
Property Managed Security Service	\$30,000
Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (Gateway, Switches, UPS, Cabling, etc.)	\$23,000
Electronic Door Locking System	\$20,000
Televisions (Public Space)	\$7,000
eConcierge System	\$28,000
HMSS Installation Fee	\$2,100 - \$3,500
BWI Two-Way Installation Fee	\$1,500

You are required to pay us a BWI Two-Way Interface Maintenance Fee which ranges from \$41 to \$4,455 per month depending on the number of System Hotels that utilize your particular PMS. You are also required to pay us a monthly support fee of \$130 for the HMSS program you install, which is critical for the establishment of a reservations system baseline security posture at all System Hotels. HMSS provides PMS network segment patching and assists in the securing of devices in the reservations system, helping protect the hotel environment. Other than the monthly maintenance costs listed above, we estimate the annual costs to maintain the necessary upgrades of the Computer System to be \$2,500.

Other than the ongoing maintenance costs described above, no party has an obligation to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. The cost of other optional maintenance, updating, upgrading and support contracts varies widely depending on the market and the level of support you need. We may periodically require changes, upgrades, or updates to the Computer System. Any changes to equipment requirements will be in accordance with the Manual. No contract limits the frequency or cost of changes, upgrades or updates. We or our affiliates may charge you reasonable fees for software or other technology that we license to the Property and for other Computer System maintenance and support services that we or they periodically provide to the Property. We will have independent access to the information that will be generated by or stored

in the Computer System. There are no contractual rights on our ability to access this information. Additionally, we may use information regarding brand-generated System Hotel revenue, in aggregate form, for the purpose of development of our Membership network.

Site Selection and Commencement of Operations

We do not select the site for the Property. You select the site for the Property. You must propose a site when you submit the Application for Membership and include information that the Board requires to evaluate the proposed site. The Application for Membership must include proof of land ownership, lease agreement, or contingent right to purchase. The Board considers several factors when evaluating an Application for Membership and a proposed site, including but not limited to: location, presence in the market, applicant brand, number of guest rooms, operational experience of applicant, funding ability of the applicant to complete the project, potential impact on existing Members (if any) in the market, demand generators and projected market growth, market competition, and, if a conversion, the extent of the required renovation. The Board will approve or reject the Application for Membership, which includes the proposed site, within approximately 60 days of receiving the Application for Membership. If the Board rejects the Application for Membership, we will not enter into a Membership Agreement with you and we will refund the Impact Study Fee, if applicable, and Affiliation Fee.

The typical length of time between signing a Membership Agreement and commencing operations of a System Hotel is two years for a newly constructed System Hotel and nine months for the conversion of an existing hotel to a System Hotel. The specific timetable for opening the Property and becoming active on the reservations system depends on various factors, including the time to complete the construction work or renovation work, as applicable, and anything specified in a property improvement plan (“PIP”), putting a preventative maintenance program and a “deep clean” program in place, deep cleaning the Property, successful completion of our pre-activation inspection, compliance with all branding requirements (e.g., signage and collateral material requirements), having professional photographs and virtual tours taken of the Property and successful completion of required training. You must commence operations of the Property no later than two years after signing the Membership Agreement for a newly constructed System Hotel and no later than nine months after signing the Membership Agreement for the conversion of an existing hotel to a System Hotel. You will give us at least 10 days advance notice that you have complied with all the terms and conditions of the Membership Agreement and the Property is ready to open. We will use reasonable efforts within 10 days after we receive your notice to visit the Property and to conduct inspections as we deem necessary to determine whether to authorize the opening of the Property, but we will not be liable for delays or loss occasioned by our inability to complete our inspection and to make this determination within the 10 day period. You will not open the Property unless and until you receive our written consent to do so.

Training

We provide between three to five days of initial training at the Property (or another location we designate). Your General Manager (defined in Item 15), Voting Representative, the sales manager (if applicable), and all front desk, housekeeping, and maintenance personnel must successfully complete initial training to our satisfaction before you may open and begin operating the Property. You must provide accommodations for our trainers at no cost while they provide the initial training at

the Property. We will use the Manual and various instructional handouts and online materials as we conduct the initial training program. We will generally schedule initial training after you finish construction of the Property. If any of your required personnel do not successfully complete initial training to our satisfaction, we may require you and/or your personnel to attend additional training programs at the Property or another location we designate in order to achieve the sufficient level of training we require. You also must pay for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend initial or additional training. (Membership Agreement Section A)

Additional people beyond the attendees we require may attend initial training, subject to our ability and capacity to accommodate these extra persons in any training session.

As of the date of this Disclosure Document, the initial training program includes the following:

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The- Job Training	Column 4 Location
Customer Service	6	2	The Property or another location we designate
Best Western Brand Culture	4	2	The Property or another location we designate
Guest Satisfaction Survey	4	1	The Property or another location we designate
Operations Training: (i) Front Desk; (ii) Maintenance; and (iii) Housekeeping	6	2	The Property or another location we designate
General Manager / Leadership	64	8	The Property or another location we designate
TOTAL	84	15	

We may require that your General Manager, Voting Representative or other employees complete ongoing training programs or refresher training to our satisfaction. You must pay us \$28.42 per month for the Tools For Success online training, \$2,400 per day for *Because We Care* training (if determined required by us), \$500 per course (or \$100 to audit only) for Voting Representative Brand

Orientation (if you change the Voting Member), \$1,500 for new or replacement General Manager training, \$2,400 per day for a regional services visit to the Property for training that we determine is required or that you request, and \$399 for attendance at optional one-day regional training. We currently provide certain other online refresher courses at no cost to you covering customer service, housekeeping, maintenance, front desk services, regional services, and operational consultative training. However, we may in the future designate other required ongoing training programs or refresher training programs for your General Manager and/or other employees and may charge you a fee for those programs.

You are responsible for all related travel and living expenses and wages incurred in connection with employees attending any and all training, to include the General Manager, Professional Development Training, Voting Representative Brand Orientation, regional training, and any additional training programs.

You can also request on-site training and/or assistance at any time. We will provide it at our option, but the Membership Agreement does not require us to provide it. We may impose a fee for each day of on-site training or assistance we agree to provide and you must also pay all of the expenses incurred by our personnel in connection with this on-site training or assistance. The current cost for one day of training is \$2,400 plus the cost to you of providing complimentary lodging. The timing of all on-site and off-site advice, consultation and training will be subject to the availability of our personnel.

Training is conducted by members of our staff who have been employed by us since our inception in February, 2018; have between four and 19 years of experience with our affiliates; and have between nine and more than 32 years of experience in the hotel industry.

ITEM 12

TERRITORY

Member Market Area (“MMA”)

We grant Members a license to operate the Property at a specified location (the “Site”) during the term of the Membership Agreement. If your membership application relates to the right to convert an existing hotel to a System Hotel, you will already have the location for your Property.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If you are a “Qualified Hotel,” you will receive an exclusive territory with respect to System Hotels. This means that neither we nor any of our affiliates will open, or allow to open, a System Hotel within a circular area around the Site, whose radius is measured from the center of the main entrance of the lobby and is of a length determined by the MMA Radius Chart below (the “MMA Area”).

A “Qualified Hotel” is a System Hotel that:

- (1) Is current on all dues, fees and assessments and has not been 60 days past due on any of its dues, fees, or assessments twice within the last 12 months;

(2) Its most recent three quality assurance scores, or such lesser number of scores if the Property has not yet received three quality assurance scores, average at least 50 points higher than the passing level as defined in the Regulatory Documents;

(3) Is not past due in meeting any conditions or requirements which would constitute grounds for cancelling the Membership Agreement; and

(4) Is not a BW Signature Collection® hotel or a BW Premier Collection® hotel.

MMA Radius Chart

MMA radius protections are as follows:

Primary Market	Secondary Market	Tertiary Market
.25 Miles	1.25 Miles	3 Miles

“Primary Markets” are markets with more than 80 hotels, 8,000 hotel rooms or a metropolitan statistical area (“MSA”) with a population greater than 400,000.

“Secondary Markets” are markets with greater than 50 but less than 80 hotels or MSA population less than 400,000 but greater than 100,000.

“Tertiary Markets” are all other markets, typically with a MSA population less than 100,000.

If a System Hotel applicant would be within the MMA radius protection of an existing System Hotel, the Board may alter the MMA radius protection to equitably account for obstacles or barriers (e.g., mountains, lakes and major airports) that materially affect travel time or travel distance between a System Hotel and a System Hotel applicant, although the existing System Hotel could request an Impact Analysis as described below.

MMA Radius Rules 1 through 7

With regard to applying the above MMA radius protections to a Qualified Hotel, System Hotels are divided into the following color-coded categories (“Category” or “Categories”) for purposes of applying Rules 1 through 7:

Midscale Best Western SureStay Brands
Upper Midscale Best Western Plus BW Signature Collection @Home by Best Western GLō Aiden



Rule 1: System Hotels in the same Category will have full MMA radius protection with respect to System Hotels in the same Category. For example, a Best Western System Hotel will have full MMA radius protection from a Best Western or SureStay System Hotel as both are in the same “blue” Category.

Rule 2: System Hotels in the blue and green Categories will have one-half (1/2) of the MMA radius protection with respect to System Hotels in the other color Category (i.e., blue or green, respectively). For example, a Best Western Plus System Hotel (green Category) will have one half (1/2) the MMA radius protection from a Best Western System Hotel (blue Category) and vice versa.

Rule 3: System Hotels in the blue and green Categories will not have any MMA radius protection from System Hotels in the orange and red Categories. For example, a Vib System Hotel could be placed next to a Best Western System Hotel, although the Best Western System Hotel may request an Impact Analysis as described in the section below.

Rule 4: System Hotels in the orange and red Categories do not have MMA radius protection against any hotel in a different color Category, although they may request an Impact Analysis as described in the section below.

Rule 5: Despite Rules 1, 2 and 3 above, if you operate a Best Western branded System Hotel: (i) in a tertiary market; (ii) with a city population of less than 15,000; and (iii) fewer than five (5) hotels that are listed in Smith Travel Research in the city, you will have full MMA radius protection from all System Hotels in every color Category.

Rule 6: If a Best Western branded System Hotel converts to a SureStay branded System Hotel, the MMA radius protection will not apply to the SureStay branded System Hotel, which will instead have any protections granted to it as a SureStay branded System Hotel.

Rule 7: BW Signature Collection, BW Premier Collection and SureStay System Hotels do not have MMA radius protection or the right to request an Impact Analysis; but, Best Western hotels have the protection as noted above (same color categories) and have full Impact Analysis rights.

If we develop a new hotel brand after the Effective Date, such new hotel brand shall be added to the Category containing hotels of the most similar chain segment as determined by STR, Inc. and the MMA radius protection and Impact Analysis rights for such Category shall apply with respect to such new hotel brand.

In certain instances as described in the Rules set forth above, you will not receive an exclusive territory with respect to System Hotels of certain Best Western Identifying Marks. This means that we

and our affiliates may open, or allow another to open, a System Hotel designated under the heading “MMA Radius Rules 1 through 7,” above, within your MMA. You may face competition from other Members, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Impact Analysis Rights

Neither we nor any of our affiliates will open, or allow to open, a System Hotel within a circular area around the Site, whose radius is measured from the center of the main entrance of the lobby and is of a length determined by the Impact Analysis Radius Chart below without affording you the right to request an impact analysis.

Primary Market	Secondary Market	Tertiary Market
.75 Miles	3.75 Miles	9 Miles

If the Property is within the applicable radius, you will have the right, within 15 days of the mailing of the notice of the application, to request that an impact analysis be made concerning the effect of the applicant’s operations on the relevant market (“Impact Analysis”).

The Impact Analysis will be conducted by an independent nationally recognized consulting firm familiar with and knowledgeable about the hospitality business, which shall not be affiliated with, in any respect, us or any of our Members. The Impact Analysis will analyze the applicant’s prospect for success, the demand for the applicant’s services in the relevant market and the incremental impact on existing Members within the relevant market, and provide such other information as we may request it include. For this purpose, incremental impact means the occupancy and revenue losses (expressed as a percentage) projected to result from the operation of the applicant’s proposed System Hotel, less any occupancy and revenue losses projected to result to existing System Hotels in the relevant market from operation of the property covered by the application as a non- System Hotel.

To the extent an Impact Analysis is requested, we will consider the application upon the completion of the Impact Analysis. We may not approve any application unless we have:

- (a) Reviewed and analyzed any requested Impact Analysis; and
- (b) Determined that granting the application will not materially impair the ability of existing Members to compete with properties or other hospitality services operated by non-Members in the relevant market.

New Member applications may only be approved upon the favorable vote of at least five (5) Directors of the Board. In the event that ambiguity, conflict, or inadequate data exists in the application of the rules set forth above regarding an MMA radius protection and/or an Impact Analysis, the Board shall have the right in its sole discretion to resolve the conflict or ambiguity or select appropriate data on which to rely.

Except for our restrictions within the Property’s MMA and your right to request an Impact Analysis as described above, we and our affiliates have the right to engage in any other businesses of any nature, whether in the lodging or hospitality industry or not, and whether under the Best Western Identifying Marks, a competing brand, or otherwise, even if they compete with the Property or the Best

Western Identifying Marks, and whether we or our affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such other businesses. We may also use or license to others all or part of the system for operating hotels under the Best Western Identifying Marks; use the facilities, programs, services and/or personnel used in connection with the system for operating hotels under the Best Western Identifying Marks in other businesses; use the system for operating hotels under the Best Western Identifying Marks and the Best Western Identifying Marks in other businesses; and add, alter, delete or otherwise modify elements of the system for operating hotels under the Best Western Identifying Marks.

Agreed-upon MMA radius and Impact Analysis Rights radius are negotiated terms of the Membership Agreement. They are agreed upon considering all relevant facts (e.g., location of the Site, your Hotel room count, hotel density in the area, population, demand generators, etc.).

We are not restricted from soliciting or accepting reservations from customers located inside your MMA. We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to accept reservations under the Property's Best Western Identifying Marks and under other trademarks from customers located in your MMA. We do not need to pay you any compensation for soliciting or accepting reservations from customers located inside your MMA. You are not restricted from soliciting reservations from customers located outside of your MMA, except that all of your advertising is subject to our advance written approval. While you may accept reservations from customers located outside of your MMA, you may only do so through the approved reservation service we furnish to you. You may not use an individual hotel website, booking engine, extranet, channel manager or any other channel of distribution to accept reservations.

Upon a System Hotel providing notice of cancellation of its Membership Agreement, the System Hotel forfeits its MMA and Impact Analysis rights such that we can begin efforts to replace the System Hotel in the market.

As noted in Item 1, WH operates hotels under the WorldHotels® Collection names and SureStay, Inc. operates hotels under the SureStay Hotel by Best Western®, SureStay Plus Hotel by Best Western®, SureStay Studio by Best WesternSM and SureStay Collection by Best Western® names (We disclose the principal business addresses for WH and SureStay, Inc. in Item 1.) WH and SureStay, Inc. are engaged in a variety of business activities in the lodging and hospitality industry. Guest lodging properties owned, managed or licensed to use marks by WH or SureStay, Inc. may currently or in the future be located in or near your MMA. You may compete with these guest lodging properties. There is no mechanism for resolving any conflicts that may arise between your hotel and hotels which are owned, managed or licensed to use marks by WH or SureStay, Inc.

You have no options, rights of first refusal, or similar rights to acquire additional franchises. Continuation of your territorial rights does not depend on your achieving a certain sales volume, market penetration or other contingency. We may not alter your MMA or territorial rights during the term of the Membership Agreement without your written consent excepted as noted herein.

Relocating The Property

You may request to relocate the Property from the Site to another designated property you own an interest in (the “Designated Property”) if ownership does not change more than 50%. The criteria that we will use to decide any such request include:

1. The Designated Property shall be within the same MMA as the Site, and the distance between the Site and the Designated Property shall not exceed:

Property Type	Primary Market	Secondary Market	Tertiary Market
Distance	2 Miles	3 Miles	5 Miles

2. The Designated Property shall not be in an MMA of any Member nor where any Member has the right to request an Impact Analysis, unless any such Member waives any such right.

3. The Designated Property shall have an MMA consistent with the criteria as described herein or as determined by the Board.

4. The Best Western Identifying Marks associated with the relocated Property at the Designated Property shall be the same as or higher than the Best Western Identifying Marks associated with the Property at the Site.

5. The Designated Property must, in the opinion of the Board, provide improved representation in the same relevant market. In evaluating this requirement, the Board in its sole discretion may consider the Designated Property’s attributes, such as, but not limited to: superior facilities, improved location, stronger access to demand generators and increased visibility.

6. The Property at the Designated Property shall meet or exceed our standards prior to relocating and commencing operations as a System Hotel.

7. A relocation fee of \$15,000 plus \$200 per room for any increase in room count must be submitted upon submission of your request to relocate. \$4,000 of the relocation fee is non-refundable immediately upon payment. The remainder is non-refundable upon execution of the Membership Agreement you must sign for the Designated Property.

8. The Designated Property will be reviewed according to established policies and procedures.

9. The request will be presented to the Board for approval or denial and reviewed in conjunction with other relocation requests for the surrounding area or prospect property applications for the same area.

10. The Property must remain operating as a System Hotel in good standing at the Site, and continue to pay full fees and dues, until the relocation is completed. At that time, the Property at the Site must discontinue operating as a System Hotel.




11. The transition from the Site to the Designated Property must be seamless (e.g., installation of new signage and removal of old signage being done as close to simultaneous as possible to eliminate the perception that Best Western is not being represented in a given area).

12. You must consistently adhere to our policy of always referring guests to the nearest Best Western.

ITEM 13

TRADEMARKS

You may use certain Best Western Identifying Marks in operating the Property. The current principal Best Western Identifying Marks we have registered (or applied for registration) on the Principal Register of the United States Patent and Trademark Office (“USPTO”) are:

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Best Western®	Reg. 1432431	Reg. 03/10/87
	Reg. 5079664	Reg. 11/08/16
Best Western Plus®	Reg. 3839230	Reg. 08/24/10
	Reg. 5079666	Reg. 11/08/16
Best Western Premier®	Reg. 2826386	Reg. 03/23/04
	Reg. 5079665	Reg. 11/08/16
Vib®	Reg. 4814637	Reg. 09/15/15

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
	Reg. 4792006	Reg. 08/11/15
GLō [®]	Reg. 5083442	Reg. 11/15/16
	Reg. 5073431	Reg. 11/01/16
Best Western Rewards [®]	Reg. 3636227	Reg. 06/09/09
	Reg. 5209381	Reg. 05/23/17
Aiden [®]	Reg. 5753488	Reg. 05/14/19
	Reg. 5753489	Reg. 05/14/19
Sadie [®]	Reg. 5753490	Reg. 05/14/19
	Reg. 5753491	Reg. 05/14/19
@Home by Best Western	App. 97761960	App. Submitted 11/3/22

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Best Western Identifying Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Best Western Identifying Marks in any state. There are no currently effective agreements that significantly limit our rights to use or license the use of the principal Best

Western Identifying Marks in a manner material to the Membership. No affidavits or renewal filings are yet due in connection with these registrations or applications. If your hotel will operate under the “@Home by Best Western” name, then we do not have a federal registration for the principal trademark. Therefore, the “@Home by Best Western” trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the “@Home by Best Western” trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must notify us immediately of any apparent infringement or challenge to your use of any Best Western Identifying Marks, or of any person’s claim of any rights in any Best Western Identifying Marks, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or USPTO proceeding or other administrative proceeding. We will reimburse you for expenses incurred by you as the direct result of activities undertaken by you at our prior written request and specifically relating to the trademark dispute at issue. We will not reimburse you for any other expenses incurred by you for cooperating with us or our affiliates. You must timely notify us and comply with our directions in response to a trademark infringement proceeding that disputes your authorized use of the Best Western Identifying Marks and we may, at our option, defend and/or control the defense of any proceeding arising from your use of any Best Western Identifying Marks.

We may change any of the Best Western Identifying Marks, or the way in which any of them are depicted, at any time at our sole option and at your expense.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the Property. We claim copyrights in the Regulatory Documents (which contain our trade secrets), advertising and marketing materials, and similar items used in operating System Hotels. We have not registered these copyrights with the United States Copyright Office, but we need not do so at this time to protect them. You may use these items only as we specify while operating the Property (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the best interests of all or some of our Members, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

The Regulatory Documents and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). The Regulatory Documents are the written compilation of our standards and specifications for operating hotels.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Whether you are an individual, corporation, limited liability company, partnership or other entity, you must at all times retain and exercise direct management control over the Property's business. You are required to fulfill this responsibility only by providing qualified and experienced management, which may be (i) a Management Company, or (ii) a full-time, dedicated, on-premises general manager ("General Manager"). You are required at all times to provide to us up-to-date information regarding the name and contact information of the Management Company (if applicable) and the General Manager. Your General Manager does not need to have an equity interest in the Property or you.

You must comply with Standards for the training of persons involved in the operation of the Property. You must at all times maintain a General Manager who has completed the initial and other training we require in the Manuals or otherwise. Before the Property becomes operational, your General Manager and other required employees are required to attend and successfully complete our required pre-opening training. If you hire a new or replacement General Manager in the future, you must pay us a fee for the new or replacement General Manager to attend the General Manager Professional Development Training or Leadership Training.

You must adopt and implement all procedures we periodically establish in our business judgment to prevent unauthorized use or disclosure of our proprietary information, including restrictions on disclosure to employees and the use of non-disclosure and non-competition clauses in agreements with employees, agents and independent contractors who have access to the proprietary information.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We do not impose any restrictions as to the customers to whom you may sell goods or services. In general, you must comply with our requirements as to the types and levels of services, amenities and products that must or may be used, promoted or offered at or in connection with the Property. You must comply with our requirements regarding supplies, including our specifications for all supplies and our policies regarding suppliers from whom you purchase supplies.

There is no limit on our right to make changes to the system of operating hotels under the Best Western Identifying Marks and you must comply with all changes we adopt. We may require that you purchase a particular brand of product or service for resale to be sold from the Property from us or from a source we designate.

You must participate in and use the required reservation service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Property through the required reservation

service. The only reservation service or system you may use for outgoing reservations referred by or from the Property to other properties owned, licensed or franchised by us or one of our affiliates will be the reservation service we designate and require.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
a. Length of the franchise term	Section B of Membership Agreement	<p>The effective date of the Membership Agreement is the date of execution; however, Membership rights shall not be granted until the Property has been activated on our reservations systems and the Extended-Length Term of 15 years has begun (see below).</p> <p>The initial term of the Membership Agreement, and any and all Membership rights, begins on the first day the Property is activated on our reservations system and ends on the last day of our fiscal year during which the last day of the 180th month falls (“Extended-Length Term”).</p>
b. Renewal or extension of the term	Section B of Membership Agreement, Bylaws Article II, Section 5	The Membership Agreement may be renewed for additional 180-month terms as provided in our Bylaws & Articles.
c. Requirements for Member to renew or extend	Section B of Membership Agreement, Bylaws Article II, Section 2	If you are current with all Annual Dues, your Membership Agreement shall renew, automatically for an additional 180 month term. You are not required to sign a new Membership Agreement upon renewal. If you are not current with your Annual Dues, the Membership Agreement may only be extended by a majority vote of the Board.
d. Termination by Member	Section E of Membership Agreement, Bylaws Article II, Section 5 and Section 7	The Membership Agreement will terminate: (1) upon sale or lease of the Property, or transfer of control of the Property, as more fully set forth in the Bylaws & Articles; or (2) upon your resignation from the Membership.

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
e. Termination by licensor without cause	Not applicable	Not applicable
f. Termination by licensor with cause	Section E of Membership Agreement	The Membership Agreement will terminate: (1) upon sale or lease of the Property, or transfer of control of the Property, as more fully set forth in the Bylaws & Articles; or (2) upon your default of any obligation to us, as more fully set forth in the Regulatory Documents.
g. "Cause" defined - curable defaults	Bylaws Article II, Section 8	Prior to the termination of the Membership, a Member may demand a hearing with the Board in an effort to cure a breach of the Membership Agreement.
h. "Cause" defined - non-curable defaults	Section E of Membership Agreement, Bylaws Article II, Section 7	Defaults include, for the avoidance of doubt and without limitation, your failure to make timely payment of any fees, dues, assessments, or charges owed to us or your failure to comply with all applicable laws.
i. Member's obligations on termination/non-renewal	Section F of Membership Agreement	Within 15 days the Property and you must cease use of and remove from public view all Best Western Identifying Marks (e.g., signs and logo'd items) and transfer to us any domains containing any Best Western Identifying Marks; actively take such steps as may be necessary to cause the cessation of all advertising and distribution of promotional material containing any Best Western Identifying Marks and not use anything consisting of or incorporating any part of any Best Western Identifying Marks, or which are similar in spelling, sound, appearance or otherwise to any Best Western Identifying Mark; if we elect to claim it, pay us, for each day that any Best Western Identifying Mark is used in connection with the Property after 15 days following resignation, cancellation or termination of the Membership Agreement, daily damages in an amount equal to 15% of the average of the Property's room rates per room per day multiplied by the total number of rooms; pay us the lesser of: (x) 48 months of Monthly Fees (calculated as your average Monthly Fees during the previous 12 months (but if Monthly Fees have been owed to us for less than 12 months, the average of all

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
		prior months) multiplied by 48); or (y) Monthly Fees for the remainder of the Extended-Length Term or renewal term (calculated as your average Monthly Fees during the previous 12 months multiplied by the number of months remaining in the Extended-Length Term or renewal term); pay us the cost of all goods and services provided by or ordered through us for which payment has not yet been received; and, if the Property continues to operate after resignation, cancellation or termination, pay the full fees, dues, charges, and assessments until the Property closes.
j. Assignment of contract by licensor	Not applicable	Not applicable
k. "Transfer" by Member – defined	Bylaws Article II, Section 4 and Section 7(C)	Transfer of Membership to a Designated Property (defined in Item 12), and transfer of Membership associated with a sale of the Property.
l. Licensor approval of transfer by Member	Bylaws Article II, Section 4 and Section 7(C)	You may not transfer Membership without our prior approval.
m. Conditions for licensor approval of transfer	Bylaws Article II, Section 4 and Section 7(C)	To transfer Membership from the Site to a Designated Property: (i) ownership must not change more than 50%, (ii) Designated Property must be within the same MMA as the Site, and distance between the Site and the Designated Property cannot exceed a certain designated distance, (iii) Designated Property not in an MMA of any Member nor where any Member has right to request an Impact Analysis, (iv) Designated Property has an MMA consistent with the criteria as described herein or determined by Board, (v) Best Western Identifying Marks associated with the relocated Property are same as or higher, (vi) Designated Property provides improved representation in the same relevant market, (vii) the Property at the Designated Property meets or exceeds standards prior to relocating and commencing operations as a System Hotel, (viii) payment of relocation fee, (ix) the Designated Property is reviewed according to established policies and procedures, (x) request is

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
		<p>presented to Board, (xi) the Property remains operating as a System Hotel in good standing at the Site until the relocation is completed, (xii) transition from the Site to the Designated Property is seamless, and (xiii) consistent adherence to our policy of always referring guests to the nearest Best Western.</p> <p>To transfer Membership associated with a sale of the Property: (i) the Property must have passed the past 2 inspections, (ii) you must provide required documents to the purchaser, (iii) the Property must be in compliance with the current design program, (iv) you must not be past due regarding conditions of Membership, and (v) you must be current with regard to all dues, fees and assessments.</p>
n. Licensor's right of first refusal to acquire Member's business	Not applicable	Not applicable
o. Licensor's option to purchase Member's business	Not applicable	Not applicable
p. Death or disability of Member	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable
s. Modification of the agreement	Not applicable	Not applicable
t. Integration/merger clause	Section V of Membership Agreement	Only the terms of the Membership Agreement, Application for Membership, our approval letter and the Regulatory Documents (as each are amended from time to time) are enforceable (subject to state law). Any other promises may not be enforceable. However, nothing in the Membership Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v. Choice of forum	Section Q of Membership Agreement	The Membership Agreement will be deemed executed in Phoenix, Arizona. We are headquartered in Phoenix, Arizona, the majority of our records and employees are in Phoenix, Arizona, and Phoenix, Arizona is the most convenient forum for actions between us and you. (Subject to state law).
w. Choice of law	Section Q of Membership Agreement	The Membership Agreement will be governed by the laws of the State of Arizona without recourse to Arizona conflicts of law principles. (Subject to state law).

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote Memberships or licenses for System Hotels.

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.

We do not make any representations about a Member’s future financial performance or the past financial performance of company-owned or Member-owned outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the licensor’s management by contacting Jay Pricher, General Counsel and Corporate Secretary of Best Western International, Inc., at 6201 N. 24th Parkway, Phoenix, AZ 85016, 602-957-4200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
For years 2020 to 2022

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Licensed	2020	1,824	1,857	+33
	2021	1,857	1,878	+21
	2022	1,878	1,850	-28
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	1,824	1,857	+33
	2021	1,857	1,878	+21

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
	2022	1,878	1,850	-28

Table 2
Transfers of Outlets from Members to New Owners (other than the Licensor)
For years 2020 to 2022

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Alabama	2020	2
	2021	3
	2022	2
Alaska	2020	1
	2021	1
	2022	0
Arkansas	2020	1
	2021	0
	2022	1
Arizona	2020	4
	2021	1
	2022	7
California	2020	4
	2021	9
	2022	8
Colorado	2020	0
	2021	4
	2022	5

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Connecticut	2020	0
	2021	0
	2022	2
Florida	2020	2
	2021	4
	2022	6
Georgia	2020	2
	2021	2
	2022	3
Iowa	2020	2
	2021	1
	2022	4
Idaho	2020	0
	2021	1
	2022	1
Illinois	2020	4
	2021	2
	2022	6
Indiana	2020	0
	2021	1
	2022	6
Kansas	2020	2
	2021	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2022	2
Kentucky	2020	0
	2021	0
	2022	3
Louisiana	2020	0
	2021	1
	2022	6
Maine	2020	0
	2021	1
	2022	0
Maryland	2020	1
	2021	0
	2022	0
Massachusetts	2020	0
	2021	1
	2022	0
Michigan	2020	1
	2021	4
	2022	1
Minnesota	2020	1
	2021	1
	2022	2
Missouri	2020	1

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2021	1
	2022	1
Mississippi	2020	1
	2021	0
	2022	3
Montana	2020	0
	2021	1
	2022	0
Nebraska	2020	1
	2021	2
	2022	0
New Hampshire	2020	0
	2021	0
	2022	0
New Jersey	2020	2
	2021	0
	2022	1
New Mexico	2020	2
	2021	1
	2022	0
New York	2020	2
	2021	1
	2022	1

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Nevada	2020	0
	2021	0
	2022	1
North Carolina	2020	0
	2021	4
	2022	1
North Dakota	2020	0
	2021	0
	2022	1
Ohio	2020	3
	2021	0
	2022	2
Oklahoma	2020	2
	2021	1
	2022	4
Oregon	2020	0
	2021	1
	2022	4
Pennsylvania	2020	2
	2021	2
	2022	0
Rhode Island	2020	0
	2021	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2022	0
South Carolina	2020	0
	2021	0
	2022	2
South Dakota	2020	1
	2021	0
	2022	2
Tennessee	2020	1
	2021	1
	2022	2
Texas	2020	5
	2021	13
	2022	20
Utah	2020	0
	2021	3
	2022	3
Virginia	2020	1
	2021	2
	2022	3
Vermont	2020	0
	2021	0
	2022	0
Washington	2020	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2021	2
	2022	7
West Virginia	2020	0
	2021	0
	2022	0
Wisconsin	2020	4
	2021	1
	2022	8
Wyoming	2020	0
	2021	0
	2022	
Totals	2020	55
	2021	73
	2022	130

Table 3
Status of Licensed Outlets
For years 2020 to 2022

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Licensor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2020	30	2	0	0	0	0	32
	2021	32	0	0	0	0	0	32
	2022	32	0	0	0	0	0	32
Alaska	2020	11	0	0	0	0	0	11
	2021	11	0	1	0	0	0	10

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Licensor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
	2022	10	0	1	0	0	0	9
Arizona	2020	51	2	0	1	0	0	52
	2021	52	3	2	0	0	0	53
	2022	53	2	0	1	0	0	54
Arkansas	2020	23	1	0	0	0	0	24
	2021	24	0	0	0	0	0	24
	2022	24	0	2	1	0	0	21
California	2020	263	1	7	0	0	4	253
	2021	253	2	4	0	0	0	251
	2022	251	3	5	1	0	0	248
Colorado	2020	39	1	0	0	0	0	40
	2021	40	1	3	0	0	0	38
	2022	38	1	1	0	0	0	38
Connecticut	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Delaware	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
District of Columbia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Florida	2020	90	1	1	0	0	0	90
	2021	90	2	1	0	0	0	91
	2022	91	2	1	0	0	0	92
Georgia	2020	44	3	0	0	0	0	47
	2021	47	1	0	0	0	0	48
	2022	48	2	1	1	0	0	48
Hawaii	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Idaho	2020	21	1	0	0	0	0	22
	2021	22	0	0	0	0	0	22
	2022	22	0	0	0	0	0	22
Illinois	2020	53	6	2	0	0	0	57
	2021	57	1	0	1	0	0	57
	2022	57	2	1	1	0	0	57

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Licensor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
Indiana	2020	29	3	0	0	0	0	32
	2021	32	4	0	0	0	0	36
	2022	36	1	1	0	0	0	36
Iowa	2020	17	1	0	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	1	0	0	0	0	19
Kansas	2020	27	1	0	0	0	0	28
	2021	28	3	1	0	0	0	30
	2022	30	0	3	1	0	1	25
Kentucky	2020	30	1	0	0	0	0	31
	2021	31	1	1	0	0	0	31
	2022	31	0	0	0	0	0	31
Louisiana	2020	41	3	2	0	0	0	42
	2021	42	1	1	1	0	0	41
	2022	41	1	1	0	0	0	41
Maine	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
Maryland	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
Massachusetts	2020	20	1	0	0	0	0	21
	2021	21	1	0	0	0	0	22
	2022	22	0	0	0	0	0	22
Michigan	2020	33	1	0	1	0	0	33
	2021	33	1	1	0	0	0	33
	2022	33	0	2	0	0	0	31
Minnesota	2020	26	1	1	0	0	0	26
	2021	26	1	1	0	0	0	26
	2022	26	2	1	1	0	0	26
Mississippi	2020	21	1	0	0	0	0	22
	2021	22	0	1	0	0	0	21
	2022	21	0	0	1	0	0	20
Missouri	2020	32	5	0	0	0	0	37
	2021	37	1	1	0	0	0	37
	2022	37	1	1	0	0	0	37
Montana	2020	17	2	0	0	0	0	19

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Licensor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
Nebraska	2020	10	1	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	1	0	0	10
Nevada	2020	17	0	0	0	0	1	16
	2021	16	0	0	0	0	0	16
	2022	16	1	0	0	0	0	17
New Hampshire	2020	9	0	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	0	0	0	0	0	10
New Jersey	2020	20	0	0	0	0	1	19
	2021	19	1	1	0	0	0	19
	2022	19	0	2	0	0	3	14
New Mexico	2020	24	1	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	1	0	0	0	0	26
New York	2020	55	1	0	1	0	0	55
	2021	55	4	0	0	0	0	59
	2022	59	2	1	1	0	0	59
North Carolina	2020	39	0	0	0	0	1	38
	2021	38	1	0	0	0	0	39
	2022	39	0	0	1	0	1	37
North Dakota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Ohio	2020	43	1	0	0	0	0	44
	2021	44	1	0	0	0	0	45
	2022	45	0	1	2	0	0	42
Oklahoma	2020	39	4	0	1	0	2	40
	2021	40	1	0	0	0	0	41
	2022	41	1	1	0	0	0	41
Oregon	2020	56	2	0	0	0	0	58
	2021	58	2	3	1	0	0	56
	2022	56	1	1	0	0	0	56
Pennsylvania	2020	43	1	0	0	0	0	44
	2021	44	2	0	0	0	1	45

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Licensor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
	2022	45	0	0	0	0	0	45
Rhode Island	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	27	0	0	0	0	0	27
	2021	27	1	0	0	0	0	28
	2022	28	0	0	1	0	0	27
South Dakota	2020	16	1	0	0	0	0	17
	2021	17	0	1	0	0	0	16
	2022	16	1	0	0	0	0	17
Tennessee	2020	37	1	1	0	0	0	37
	2021	37	4	0	0	0	0	41
	2022	41	1	0	0	0	0	42
Texas	2020	233	9	1	2	0	0	239
	2021	239	8	3	0	0	0	244
	2022	244	3	10	1	0	0	236
Utah	2020	37	1	0	0	0	0	38
	2021	38	1	0	0	0	0	39
	2022	39	0	1	0	0	0	38
Vermont	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Virginia	2020	38	0	0	0	0	0	38
	2021	38	1	0	0	0	0	39
	2022	39	2	1	0	0	2	38
Washington	2020	57	4	0	1	0	0	60
	2021	60	0	3	0	0	0	57
	2022	57	2	1	1	0	1	56
West Virginia	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
Wisconsin	2020	40	0	1	0	0	0	39
	2021	39	4	1	0	0	0	42
	2022	42	0	1	0	0	0	41
Wyoming	2020	17	0	1	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	1	0	0	0	0	17

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Licensor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
Totals	2020	1,824	66	17	7	0	9	1,857
	2021	1,857	55	30	3	0	1	1,878
	2022	1,878	37	41	16	0	8	1,850

Table 4
Status of Company-Owned Outlets
For years 2020 to 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Member	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Member	Col. 8 Outlets at End of the Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table 5
Projected Openings As of November 30, 2022

Column 1 State	Column 2 Membership Agreements Signed but Outlets Not Opened	Column 3 Projected New Licensed Outlets In The New Fiscal Year	Column 4 Projected New Company-Owned Outlets In The New Fiscal Year
Alabama	1	1	0
Arizona	7	7	0

Column 1	Column 2	Column 3	Column 4
State	Membership Agreements Signed but Outlets Not Opened	Projected New Licensed Outlets In The New Fiscal Year	Projected New Company-Owned Outlets In The New Fiscal Year
Arkansas	3	3	0
California	13	13	0
Connecticut	3	3	0
Florida	3	3	0
Georgia	2	2	0
Illinois	1	1	0
Indiana	3	3	0
Louisiana	5	5	0
Maryland	1	1	0
Massachusetts	2	2	0
Mississippi	2	2	0
Missouri	1	1	0
Montana	1	1	0
New Hampshire	1	1	0
New Jersey	1	1	0
New York	5	5	0
North Carolina	2	2	0
Ohio	1	1	0
Oklahoma	2	2	0
Oregon	2	2	0
Pennsylvania	2	2	0
Puerto Rico	1	1	0
South Carolina	1	1	0
Tennessee	5	5	0
Texas	14	14	0
Utah	3	3	0
Virginia	1	1	0
Washington	4	4	0
Totals	93	93	0

Exhibit G lists the names of all Members operating a System Hotel as of the end of our last fiscal year, along with each System Hotel’s address and telephone number. Exhibit G also lists the names of the Members that signed Membership Agreements as of the end of our last fiscal year but had not yet opened their System Hotels, along with the addresses and telephone numbers of the System Hotels they will open, if available, or, if not available, the Members’ cities and states and business telephone numbers or e-mail addresses.

Exhibit G also includes the Members who had a System Hotel terminated, canceled, transferred, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Membership Agreement during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

During the last 3 fiscal years, no current or former Members have signed confidentiality clauses that restrict them from discussing with you their experiences as a Member.

There are currently no trademark-specific franchisee organizations.

ITEM 21

FINANCIAL STATEMENTS

Exhibit E contains our audited consolidated financial statements (and the related notes) for the years ended November 30, 2022, November 30, 2021 and November 30, 2020, as well as our unaudited financial statements as of February 28, 2023.

ITEM 22

CONTRACTS

The following agreements are exhibits:

Exhibit C	Membership Agreement
Exhibit H	State Addenda to Membership Agreement
Exhibit J-1	2023 Bylaws and Articles
Exhibit J-2	2023 Rules and Regulations
Exhibit J-3	2023 Membership Fees

ITEM 23

RECEIPTS

Our and your copies of the receipt to this Disclosure Document are located on Exhibit K, which is the last two pages of this Disclosure Document.

EXHIBIT A TO FDD

LIST OF STATE ADMINISTRATORS

Listed here is the contact information for each of the state agencies responsible for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA

Office of the Commissioner
California Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

HAWAII

Commissioner of Securities of the State of
Hawaii
Department of Commerce and Consumer
Affairs,
Business Registration Division,
Securities Compliance Branch
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Division
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Franchise Section
Indiana Securities Commission
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

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

MICHIGAN

Corporate Oversight Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48913
(517) 335-7599

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue, 14th Floor
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Division of Financial Regulation
Corporate Securities Section
350 Winter St. NE, Rm. 410
Salem, OR 97301-3881
(503) 378-4140

RHODE ISLAND

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance -Securities Regulation
124 S. Euclid Ave., 2nd Floor
Pierre, South Dakota 57501-3185
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Securities Division
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

EXHIBIT B TO FDD

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of the Department of
Financial Protection and Innovation:
Toll Free: 1 (866) 275-2677
Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500
(415) 972-8559

HAWAII

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

ILLINOIS

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

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Office of the Attorney General - Consumer
Protection Division
Franchise Section
G. Mennen Williams Bldg., 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
(517) 335-7599

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

NEW YORK

Secretary of State of the State of New York
Division of Corporations, State Records &
Uniform Commercial Code
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231
(518) 473-2492

NORTH DAKOTA

Securities Commissioner, State of North
Dakota
600 East Boulevard Avenue, 14th Floor,
Bismarck, North Dakota 58505-0510
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
Corporate Securities Section
350 Winter Street NE, Room 410
Salem, Oregon 97301-3881
(503) 378-4387

RHODE ISLAND

Director of Department of Business
Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance – Securities Regulation
124 S. Euclid Ave., 2nd Floor
Pierre, SD 57501
(605) 773-3563

VIRGINIA

Clerk, Virginia State Corporation Commission
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

Director, Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road Southwest
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

EXHIBIT C TO FDD
MEMBERSHIP AGREEMENT

BEST WESTERN INTERNATIONAL, INC.

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“AGREEMENT”) SHALL BE BINDING AND EFFECTIVE AS BETWEEN THE UNDERSIGNED PARTIES, TO INCLUDE BOTH THE OWNER/LESSEE AND THE VOTING MEMBER (COLLECTIVELY, “MEMBER”), AND BEST WESTERN INTERNATIONAL, INC. (“BEST WESTERN”), ONLY UPON RECEIPT BY BEST WESTERN OF A FULLY-EXECUTED ORIGINAL OF THIS AGREEMENT, THE TERMS OF APPROVAL LETTER (“APPROVAL LETTER”), AND THE PAYMENT OF ALL REQUIRED FEES.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS AND ALL INFORMATION PROVIDED IN THE APPLICATION FOR MEMBERSHIP (“APPLICATION”) AS PREVIOUSLY SUBMITTED TO BEST WESTERN, THE TERMS OF APPROVAL LETTER, BEST WESTERN’S BYLAWS, RULES AND REGULATIONS, AND ALL OTHER REGULATORY DOCUMENTS. ALL CAPITALIZED TERMS HEREIN NOT OTHERWISE DEFINED SHALL HAVE THE MEANING PROVIDED IN BEST WESTERN’S BYLAWS AND RULES AND REGULATIONS.

A. Membership Rights and Obligations

1. Best Western is a Membership organization, organized as a non-profit corporation pursuant to Arizona Revised Statutes § 10-3101, *et seq.*, providing rights and obligations as set forth by the Membership in this Agreement, Best Western’s Bylaws, Rules and Regulations, and all other Regulatory Documents (as that term is defined in Best Western’s Bylaws). In connection only with the Property designated in this Agreement (“Property”), Best Western agrees to provide to Member all rights, and Member agrees to abide by all obligations, as may be established from time to time in Best Western’s Regulatory Documents, all of which are accessible to Member or available upon request. This Agreement incorporates the rights and obligations of the Regulatory Documents, as amended from time to time.
2. Member agrees to timely pay all fees, dues, charges, and assessments imposed generally on the Membership by the Best Western Board of Directors (“Board”) or the Membership, and the cost of all goods or services provided by or ordered through Best Western. Member agrees to allow Best Western to automatically debit Member’s bank account each month in the amount owing Best Western. Member agrees to electronic monthly statements. Past due amounts shall bear interest at the rate of one and one half percent (1.5%) per month from the due date until paid, provided that such interest charge shall in no way authorize or excuse late payments or limit Best Western’s rights and remedies against Member.
3. When grounds for cancellation or termination exist because of a Member default (as more fully set forth below), the Board may, in lieu of cancellation or termination, impose additional conditions to Membership. These may include, for example, higher quality assurance requirements, additional design requirements, or restriction of rights or services.

B. Term

1. The Effective Date of this Agreement is the date of execution; however, Membership rights shall not be granted until such time as the Property has been activated on Best Western’s reservations systems and the Extended-Length Term of fifteen (15) years (one-hundred-and-eighty (180) months) has begun.
2. The initial term of this Agreement, and any and all Membership rights, shall begin on the first day the Member’s Property is activated on Best Western’s reservations systems and will end on the last day of Best Western’s fiscal year during which the last day of the one-hundred-and-eightieth (180th) month falls (“Extended-Length Term”). Thereafter, this Agreement may be renewed for additional one-hundred-and-eighty (180) month terms as

provided in Best Western's Bylaws (each a "Renewal Term"). The Extended-Length Term and Renewal Term(s) may be collectively referred to herein as the "Term."

3. If a Membership is transferred during the Term pursuant to Article II, Section 7 (B) or (C) of Best Western's Bylaws, the remainder of the Term will transfer with the transfer of the Membership.

C. Fees and Dues

All fees, dues, charges, and assessments shall be calculated, due, and owing as they apply to all other Best Western Members with the exception of Monthly Fees, which shall be equal to [REDACTED] percent ([REDACTED]%) of the Property's room revenue unless and until otherwise determined by the Membership in accordance with Best Western's Regulatory Documents. Upon resignation, termination, or cancellation of Membership, the Member shall owe certain fees, dues, charges, assessments, and other damages to Best Western, as discussed in greater detail below in Section F.

D. Grant of License

Best Western grants to Member, but only as permitted by its Regulatory Documents, a non-exclusive license to use, at and in connection with the Property, the "Best Western" name and those Best Western trademarks, service marks, domain names, and other identifying marks, words, letters, designs, names, or symbols as set forth from time to time in the Brand Identity Manual (collectively "Best Western Identifying Marks").

E. Resignation, Cancellation or Termination of Agreement

This Agreement shall terminate: (1) upon sale or lease of the Property, or transfer of control of the Property, as more fully set forth in the Bylaws; or (2) upon Member's default of any obligation to Best Western, as more fully set forth in the Bylaws, Rules and Regulations, and Regulatory Documents, to include, for the avoidance of doubt and without limitation, Member's failure to make timely payment of any fees, dues, assessments, or charges owed Best Western, or Member's failure to comply with all applicable laws; or (3) upon Member's resignation from the Membership.

F. Rights and Duties Upon Resignation, Cancellation or Termination of Agreement/License

1. The license provided hereunder shall terminate immediately upon resignation of Member from the Membership or cancellation or termination of this Agreement. Within fifteen (15) days of resignation, cancellation or termination of the Agreement, the Property and Member shall cease use of and remove from public view all Best Western Identifying Marks (e.g. signs and logo'd items) and transfer to Best Western any domains containing any Best Western Identifying Marks (including, but not limited to, any domain names containing "best," "western," "bw," or any combination thereof). This prohibition includes any representation, directly or indirectly, that the Property was formerly affiliated with Best Western.
2. Furthermore, upon resignation, cancellation or termination, Member shall actively take such steps as may be necessary to cause the cessation of all advertising and distribution of promotional material, to include for the avoidance of doubt and without limitation, online material containing any Best Western Identifying Marks, and shall not use anything consisting of or incorporating any part of any Best Western Identifying Marks or which singularly or together are similar in spelling, sound, appearance or otherwise to any Best Western Identifying Mark. Pursuant to this section F, Member shall also take reasonable steps to notify all third-party advertisers marketing the Property, online or in other media, that the Property is no longer affiliated with Best Western. Reasonable steps shall include, but not be limited to, contacting third-party travel websites (e.g., Expedia, Travelocity, Orbitz, Priceline, and Hotwire) to ensure that those third parties cease the advertising and distribution of promotional material containing any Best Western Identifying Marks in connection with the Property. The Member's obligation with respect to correcting all advertising - whether the Member contracted for the advertising or otherwise - is a continuing obligation.

3. For each day that any Best Western Identifying Mark is used in connection with the Property, after fifteen (15) days following resignation, cancellation or termination of this Agreement, Best Western may elect to claim from Member daily damages in an amount equal to fifteen percent (15%) of the average of the Property's room rates per room per day multiplied by the total number of rooms. This amount is payable by Member whether or not Member continues to exercise control over the operations of the Property. It is understood and agreed that said amount is fixed as liquidated damages and not a penalty because of the difficulty of ascertaining the exact amount of damages that may be sustained by Best Western because of such use. It is further understood and agreed that said amount fixed as liquidated damages is a reasonable amount, considering the damages that Best Western will sustain in the event of such unauthorized use.
4. Furthermore, if a Member resigns from the Membership (which it, he, or she may do at any time) or this Agreement is cancelled or terminated by Best Western, the following are immediately due and payable to Best Western:
 - a. *Resignation, Cancellation or Termination:* Upon a resignation, cancellation or termination, the Member shall pay to Best Western:
 - (i) *Monthly Fees.* The lesser of: (x) forty-eight (48) months of Monthly Fees (calculated as the Member's average Monthly Fees during the previous twelve (12) months (but if Monthly Fees have been owed to Best Western for less than twelve (12) months, the average of all prior months) multiplied by forty-eight (48)); or (y) Monthly Fees for the remainder of the Extended-Length Term or Renewal Term (calculated as the Member's average Monthly Fees during the previous twelve (12) months multiplied by the number of months remaining in the Extended-Length Term or Renewal Term); and
 - (ii) *Goods and Services.* The cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received.
 - b. *Continued Operation as a "Best Western" after Resignation, Cancellation or Termination:* In the event that the Property continues to operate as a "Best Western" after resignation, cancellation or termination of this Agreement, in addition to the amount due as noted in paragraph F .4 a, the former Member shall pay full fees, dues, charges, and assessments as the former Member would have been required to pay if still a Member until the Property ceases operation as a "Best Western."
5. It is understood and agreed that the amounts described in section F. 3 and F. 4 are fixed as liquidated damages and not as penalties because of the difficulty of ascertaining the exact amount of damages that may be sustained by Best Western as a result of such resignation, cancellation, or termination. It is further understood and agreed that such amounts fixed as liquidated damages represent a reasonable amount considering the damages that Best Western will sustain from the Member resigning or this Agreement being cancelled or terminated.
6. The rights provided in this section F shall be exercised solely at the option of Best Western.

G. Reservations Systems

1. Member shall comply with all Best Western requirements to securely connect the Property to Best Western's reservations systems.
2. Member shall be responsible for complying with Payment Card Industry Data Security Standards ("PCI-DSS") and all applicable data privacy/security laws. Member shall adopt adequate measures to ensure the safety and security of customer information, including but not limited to Personally Identifiable Information ("PII") and credit card data. In no event shall Member exercise less than reasonable care in securing such information. If Member's data security systems are compromised, Member shall notify Best Western within twenty-four (24) hours of becoming aware of any such incident. Member further agrees and understands that Best Western shall be permitted to take,

at Member's cost, any reasonable actions to protect itself from a data security compromise event at Member's Property, including but not limited to disconnecting the Member from Best Western's reservations systems until the incident is resolved and requiring that the Member provide appropriate documentation and certification that the incident has been resolved (e.g., if applicable, certification from a Payment Card Industry Qualified Security Assessor). Best Western acknowledges it is responsible for the security of cardholder data that it possesses or otherwise stores, processes, or transmits on behalf of the Member and that it will not adversely affect the security of the cardholder data environment of the Member.

3. Best Western has provided or will provide access to computer software that is to be used by the Property to access Best Western supporting applications ("Software"). Software programs are copyrighted by Best Western or licensed to Best Western by third parties. Member agrees to use the Software only for reservation communications with Best Western's reservations systems and with other Members, and for other business purposes relating to the operation of the Property as a Best Western® branded hotel. Member shall not copy, allow to be copied, or disclose any of the Software programs. Member will abide with all licensing and use terms and conditions of any Software provided. Such terms are available upon request.
4. Software may be upgraded by Best Western or its designee from time to time, and Member may be charged an upgrade fee.
5. In the event of failure or interruption of reservation services, it is a Member's responsibility to participate in the troubleshooting process. Best Western shall, in its sole and absolute discretion, make all final problem determinations and may dispatch technical resources as needed to achieve problem resolution.
6. All Software shall be deleted or returned upon demand of Best Western or upon resignation by Member, cancellation or termination of this Agreement, whichever is sooner. Failure to do so will result in a charge for the cost of the Software to the Property's Best Western account.
7. Member hereby assumes all risks and liabilities, whether covered by insurance or not, for loss or damage to or destruction of any Software. Member shall replace, at its expense, any Software which is lost, damaged, or destroyed.

H. Relationship of Parties

Best Western is a non-profit corporation operated on a cooperative basis by and for its Members. The relationship of Best Western to its Members is one of an independent contractor. Neither party has the power to obligate or bind the other in any way. No relationship of partners, joint employers, franchisor/franchisee, joint venturers, or agents is created.

BEST WESTERN BRANDED HOTELS ARE INDEPENDENTLY OWNED AND OPERATED. BEST WESTERN ONLY PROVIDES SERVICES AS DIRECTED BY THE MEMBERSHIP. BEST WESTERN HAS NO RESPONSIBILITY FOR THE USE, CONDITION, MANAGEMENT, MAINTENANCE, POLICIES, PRACTICES, OR OPERATION OF BEST WESTERN BRANDED HOTELS, NOR THE SAFETY OF THE DESIGN OF ANY STRUCTURE OR PRODUCT. BEST WESTERN HAS NO CONTROL (DIRECT OR INDIRECT) OVER, OR RESPONSIBILITY FOR, ANY DECISION RELATED TO OR AFFECTING THE EMPLOYMENT OR SUPERVISION OF ANY PERSON EMPLOYED AT OR PROVIDING SERVICES IN CONNECTION WITH BEST WESTERN BRANDED HOTELS, INCLUDING BUT NOT LIMITED TO RECRUITMENT; HIRING; TERMINATION; DISCIPLINE/SUPERVISION; PERFORMANCE EVALUATION; PAYROLL; SETTING OF WAGES, SCHEDULES, WORKFLOW, QUALIFICATIONS, OR PRODUCTIVITY; MAINTENANCE OF PERSONNEL RECORDS; THE PROVISION OF EMPLOYMENT BENEFITS; OR THE ASSIGNMENT OF RESPONSIBILITIES.

I. Representations to Best Western

Member certifies that all representations made in connection with its Application, the Approval Letter, and this Agreement are true and constitute material representations for the purpose of inducing Best Western to grant Membership. Member

agrees that any misrepresentation shall be grounds for denial of this Application or cancellation of Membership. Member further agrees that any representations made in the future, whether in connection with renewing this Agreement or otherwise, constitute material representations for the purpose of inducing Best Western to grant, continue, or renew Membership, and that any false representation shall be grounds for revocation of a decision regarding the Application or the Approval Letter, or denial of Membership, denial of Membership renewal, or cancellation of Membership.

J. Appointment of Voting Member as Attorney-in-Fact

The undersigned owner/lessee hereby appoints the undersigned Voting Member, and any substituted Voting Member, as its attorney-in-fact with full power and authority to bind owner/lessee in any and all agreements and liabilities which Voting Member may enter into or undertake to Best Western in connection with the Property. This authorization shall continue during the Term of the Agreement and during any renewal or continuation thereof, until terminated in writing by the owner/lessee. This power of attorney shall survive the death or disability of the undersigned Voting Member.

K. Voting Member Obligations

By executing this Agreement, Voting Member hereby acknowledges, consents, and accepts all responsibility associated with such appointment, including, without limitation and for the avoidance of doubt, personal liability to answer for the debts, liabilities, and obligations associated with the Membership, Member, and the Property. Voting Member agrees that it, he or she is to be jointly and severally liable to Best Western. Accordingly, Voting Member must personally execute this Agreement below and complete the form attached hereto and incorporated herein as **Addendum A**, entitled "Voting Member Information."

L. Remedies

It is understood that Best Western shall have the right to invoke any remedy at law or in equity, whether or not such remedies are herein provided, for any breach of this Agreement, the Approval Letter, the Application, or for any other matter arising out of Member's affiliation or dealings with Best Western. All rights and remedies given to Best Western are distinct, separate, and cumulative and no one of them, whether or not exercised by Best Western, shall be deemed to be an election of that remedy only or to be a waiver or exclusion of any of the others. The obligations of Member and the remedies available to Best Western are binding upon Member's heirs, executors, administrators, successors, assignees, receivers, and trustees in bankruptcy. If Best Western brings an injunctive action against Member, Member waives any requirement that Best Western post a bond. It is also understood and agreed that the amounts described herein as payable by the Member following resignation, termination, cancellation, or default are fixed as liquidated damages and not as penalties for the reasons stated above. Further, it is understood that Best Western's acceptance of payment from the former Member after resignation by a Member, termination or cancellation of this Agreement, or default by the Member shall not be deemed a waiver of any rights Best Western may have against the former Member, all of which are expressly reserved.

M. Limitation of Damages

1. MEMBER AGREES THAT THE MEMBER, THE VOTING MEMBER, AND ANY LEGAL ENTITY ASSOCIATED WITH THE PROPERTY BY WAY OF OWNERSHIP OR LEASE INTEREST, SHALL HAVE NO RECOURSE OF ANY KIND AGAINST BEST WESTERN OR ITS SUBSIDIARIES OR AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, OR OTHER MEMBERS FOR FAILURE TO GRANT MEMBERSHIP UNLESS MEMBER HAS STRICTLY, ABSOLUTELY, AND TIMELY COMPLIED WITH EACH AND EVERY REQUIREMENT IMPOSED UPON MEMBER BY BEST WESTERN, INCLUDING BUT NOT LIMITED TO THOSE CONTAINED IN THIS AGREEMENT, THE APPROVAL LETTER, THE APPLICATION, AND THE REGULATORY DOCUMENTS TO THE SATISFACTION OF BEST WESTERN. IN THE EVENT THAT BEST WESTERN WRONGFULLY FAILS TO GRANT MEMBERSHIP AFTER MAKING AN ALLEGED COMMITMENT FOR MEMBERSHIP UNDER THIS AGREEMENT AND THE APPROVAL LETTER, OR IF BEST WESTERN IS FOUND TO HAVE WRONGFULLY FAILED TO GRANT MEMBERSHIP IN ANY OTHER SITUATION, MEMBER SHALL HAVE NO RIGHT TO COMPEL BEST WESTERN TO GRANT A

MEMBERSHIP TO MEMBER. MEMBER AGREES THAT MEMBER'S SOLE REMEDY SHALL BE LIMITED TO ACTUAL DAMAGES, WHICH IN NO EVENT SHALL EXCEED THE ENTRANCE FEES PAID BY MEMBER TO BEST WESTERN IN CONNECTION WITH THE SUBMISSION OF ITS APPLICATION, THE APPROVAL LETTER, AND THIS AGREEMENT.

2. MEMBER AGREES THAT IF INFORMATION RELATED TO THE PROPERTY IS OMITTED FROM BEST WESTERN'S RESERVATIONS SYSTEMS OR A MATERIAL ERROR OCCURS IN ANY PROPERTY LISTING ON BEST WESTERN'S RESERVATIONS SYSTEMS THROUGH THE FAULT OF BEST WESTERN, MEMBER'S SOLE REMEDY SHALL BE THE REFUND, WITHOUT INTEREST, OF THE ANNUAL DUES PAID ON BEHALF OF THE PROPERTY FOR THAT SINGLE FISCAL YEAR DURING WHICH SUCH OCCURRED. BEST WESTERN SHALL HAVE NO OTHER LIABILITY IN CONNECTION WITH OR RELATED TO ITS PROVIDING OF RESERVATION SERVICES OR LISTINGS.
3. MEMBER AGREES THAT IT SHALL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES FOR ANY BREACH OR DEFAULT BY BEST WESTERN OF ANY OBLIGATION OR DUTY OWED TO MEMBER, AND MEMBER FURTHER AGREES THAT BEST WESTERN'S LIABILITY FOR ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT OF MEMBERSHIP FEES ACTUALLY PAID BY MEMBER IN CONNECTION WITH THE PROPERTY, DURING A SINGLE FISCAL YEAR IN WHICH THE BREACH OR DEFAULT OCCURRED.

N. Indemnification

Member shall indemnify, defend, and hold harmless Best Western and its subsidiaries and affiliates and its and their respective directors, officers, employees, agents, representatives, insurers, and other Members (hereinafter collectively referred to as "Indemnitees" and individually referred to as "Indemnitee"), from any and all claims, demands, suits, actions, proceedings, losses, liabilities, penalties, causes of action, and damages of every kind and description, including but not limited to any attorneys' fees and costs and expenses (hereinafter collectively referred to as "Losses" and individually referred to as "Loss"), whether or not a lawsuit or other type of action is filed, which may be brought, made, alleged, or claimed by a third party arising out of (or contributed to, in whole or in part, by reason of) any alleged act, omission, fault, mistake, wrongdoing, or negligence of Member or its directors, officers, employees, agents, representatives, or contractors, in connection with, relating to, or incident to the use, condition, or operation of the Property. For the avoidance of doubt, this shall include but is not limited to Losses arising out of, in connection with, relating to, or incident to: (a) Member's (or its directors', officers', employees', agents', representatives', or contractors') failure to comply with applicable law; (b) workers' compensation claims, unemployment disability compensation claims, or discrimination or other employment-related claims of employees or contractors of Member; (c) breach of contract claims, data privacy claims, PCI-DSS claims, consumer deception claims, or tort claims; and (d) infringement related to intellectual property rights (e.g., patent, trademark, copyright). Member shall not settle any Loss against an Indemnitee without the Indemnitee's prior written consent.

O. Attorneys' Fees

In the event that Member breaches any obligation to Best Western, Member is liable to Best Western for all attorneys' fees, costs and expenses incurred by Best Western in connection with the breach or violation, whether or not suit is filed.

P. Best Interests of Best Western

Membership shall be subject to cancellation or termination in accordance with Best Western's Regulatory Documents when the continuation of this Membership would be contrary to the interests of Best Western, its affiliates, subsidiaries or Members, or the public image, goodwill or reputation of any such entity or the "Best Western" name and Best Western Identifying Marks. Such reasons include, by way of example only, conduct of an owner, lessee, Voting Member, or management staff that includes offensive, inappropriate, or discriminatory acts or speech.

Q. Application of Law and Choice of Forum

This Agreement, the Application, the Approval Letter, and the Regulatory Documents shall be governed and construed according to the laws of the State of Arizona without reference to conflicts of laws principles. This Agreement shall be deemed executed in Phoenix, Arizona, USA. Member acknowledges that Best Western is headquartered in Phoenix, Arizona, that the majority of Best Western's records and employees are in Phoenix, Arizona, and that Phoenix, Arizona is the most convenient forum for actions between Best Western and Member.

ALL CLAIMS, DISPUTES, AND ACTIONS ARISING FROM, IN CONNECTION WITH, RELATED TO, OR INCIDENT TO THE APPLICATION PROCESS, THE APPROVAL LETTER, THIS AGREEMENT, CANCELLATION/TERMINATION OF THIS AGREEMENT, RESIGNATION BY MEMBER FROM THE MEMBERSHIP, OR TO ANY RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN PHOENIX, ARIZONA, USA. THE PARTIES AGREE THAT SAID COURTS HAVE PERSONAL JURISDICTION TO HEAR AND DETERMINE SUCH ACTIONS AND THAT VENUE THERE IS ALSO PROPER. MEMBER/APPLICANT EXPRESSLY CONSENTS TO AND SUBMITS TO THE JURISDICTION AND VENUE OF SAID COURTS AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION OR VENUE OF SAID COURTS.

R. Waiver

Any waiver by Best Western of a breach of any provision of this Agreement, or of any breach of any other requirement or policy of Best Western, shall not operate or be construed as a waiver of any subsequent breach thereof. Any delay by Best Western of enforcement of obligations shall not be deemed to be a waiver of Best Western's right to enforce the obligation.

S. Notices

All notices given by Best Western under this Agreement or otherwise, shall be given to the Voting Member at such location as may be specified by the Voting Member, in writing. Notice to the Voting Member shall constitute notice to each person or entity signing this Agreement. Any notice given to Best Western under this Agreement shall be given in writing to Best Western International, Inc., 6201 North 24th Parkway, Phoenix, Arizona 85016-2023, USA, Attention: Member Care Administration or such other location as may be specified by Best Western.

T. Headings

The headings of the sections of this Agreement are for convenience only and are not to be considered part of this Agreement or used in determining its content or context.

U. Severability

Any provision of this Agreement prohibited by law, or by court decree, in any jurisdiction shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement.

V. Entire Agreement

This Agreement, the Application, the Approval Letter, and the Regulatory Documents (as amended from time to time) embody the entire agreement between the parties with regard to the subject matters herein and therein. There are no promises, terms, conditions, or obligations other than those contained herein and therein. This Agreement, the Application, the Approval Letter, and the Regulatory Documents shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with regard to the subject matters herein and therein. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Member to waive reliance on any representation made by Best Western in its most recent franchise disclosure document (including exhibits and amendments) delivered to Member or its representative.

W. Signatures Required for Execution

The signature of an authorized representative with the authority to bind all owners or lessees identified on the Application is required. If that authority has not been granted, additional signatures are required. This Agreement may be executed in counterparts.

The signature of the Voting Member is also required. The Voting Member's spouse must sign this Agreement when the Voting Member resides in one of the following States, Provinces, or Territories: Arizona, California, Idaho, Louisiana, Missouri, Nevada, New Mexico, Quebec, Texas, Washington, Wisconsin, or Puerto Rico.

For the property located at: _____

ACKNOWLEDGED and AGREED this _____ day of _____, 20____ by:

AUTHORIZED REPRESENTATIVE:

Entity Name

Signature of Authorized Signer

Title of Authorized Signer

Date

-AND-

Each of the undersigned has read and understands the terms, conditions and obligations of this Agreement, and each agrees to be bound by this Agreement.

Signature

Signature

Voting Member Name

Voting Member's Spouse's Name

Date

Date

For the property located at: _____

MEMBERSHIP AGREEMENT

Addendum A

Voting Member Information

In Best Western's Membership organization, one individual is designated the Voting Member for purposes of deciding important matters relevant to all Members and the Property itself. The Voting Member is and agrees to be jointly and severally liable to Best Western as provided in the Agreement. Please provide the following information with regard to the Voting Member.

Mr. Ms. Mrs. Full Legal Name _____

Social Security Number _____

Nickname (if any) _____ Email Address _____

Company Name _____

Primary Address _____ Unit # _____

City _____ State/Province _____ Postal Code _____

Office Phone # _____ Ext. _____ Cell phone # _____ Fax # _____

Express Mail Address (If primary address is a P.O. Box)

Company Name _____ Office Phone # _____

Street Address _____ Unit # _____

City _____ State/Province _____ Postal Code _____

Home Address

Street Address _____ Unit # _____

City _____ State/Province _____ Postal Code _____

Phone # _____ Extension _____

Spouse Information (Required when the Voting Member resides in one of the following: Arizona, California, Idaho, Louisiana, Missouri, Nevada, New Mexico, Quebec, Texas, Washington, Wisconsin, or Puerto Rico.)

Mr. Ms. Mrs. Full legal name _____

Social Security Number _____

Primary Address _____

City _____ State/Province _____ Postal code _____

MEMBERSHIP AGREEMENT

Addendum A

Voting Registration Card

I hereby certify that I am the authorized Voting Member for the Best Western Property referenced above. Upon activation of the Property on the Best Western reservations system, as the Best Western Voting Member I will be entitled to one vote on each matter which is submitted to a vote of the Membership in accordance with the Bylaws of Best Western International, Inc. ("Best Western"). This information is submitted in accordance with Article III, Section 4 of Best Western's Bylaws.

Signature

Voting Member Name

Date

EXHIBIT D TO FDD

STATE ADDENDA TO MEMBERSHIP AGREEMENT

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC. MEMBERSHIP AGREEMENT
FOR USE IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN,
MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA,
VIRGINIA, WASHINGTON AND WISCONSIN**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“**we,**” “**us**” “**our,**” or “**Licensor**”), and _____ (“**you,**” “**your,**” or “**Member**”).

1. **Background.** We and you are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is part of the Membership Agreement.

2. **No Waiver of Disclaimer of Reliance in Certain States.** The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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 any 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 parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

Best Western International, Inc., an Arizona
corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN ILLINOIS**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) the offer to sell or buy the license for the Property was made in the State of Illinois, and/or (b) the offer to sell or buy the license for the Property was made outside of the State of Illinois and accepted in the State of Illinois, and/or (c) Member is domiciled in the State of Illinois, and/or (d) the licensed Property will be located in the State of Illinois.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

However, Illinois law will apply to claims arising under the Illinois Franchise Disclosure Act and the parties submit to the jurisdiction and venue of the state and federal courts of competent jurisdiction in Illinois for claims arising under the Illinois Franchise Disclosure Act

3. **Limitation of Claims.** The following language is added as a new Section X of the Membership Agreement:

Nothing in this Agreement shall shorten any period within which Member may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any membership to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).

4. **Waivers Void.** The following language is added as a new Section Y of the Membership Agreement:

Nothing in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person acquiring any license to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT TYPE OF ENTITY]

Best Western International, Inc., an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN MARYLAND**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Franchisor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** We and you are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland and/or (b) the franchised Property will be or is operated in the State of Maryland, and/or (c) the offer to sell the franchise for the Property was made in the State or Maryland; and/or (d) the offer to buy the franchise for the Property was accepted in the State of Maryland.

2. **Application of Law and Choice of Forum.** The following language is added to the end of Section Q. of the Membership Agreement:

However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law. In addition, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Acknowledgements.** The following language is added as a new Section X. of the Membership Agreement:

All representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

FRANCHISOR:

[INSERT MEMBER ENTITY], a [INSERT TYPE OF ENTITY]

Best Western International, Inc., an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN MINNESOTA**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“**we,**” “**us**” “**our,**” or “**Licensor**”), and _____ (“**you,**” “**your,**” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) the Property that Member will operate under the Membership Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in Minnesota.

2. **Infringement.** The following language is added to the end of Section D of the Membership Agreement:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), Best Western will protect Member’s right to use the Best Western Identifying Marks and indemnify Member from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Best Western Identifying Marks.

3. **Termination.** The following is added to the end of Section E of the Membership Agreement:

However, with respect to memberships governed by Minnesota law, Best Western will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Member be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **Governing Law/Consent to Jurisdiction.** The following is added to the end of Section Q of the Membership Agreement:

Minn. Statutes. Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit Best Western from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Member to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Membership Agreement can abrogate or reduce any of Member’s rights as provided for in Minnesota Statutes, Chapter 80C, or the Member’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. **Limitations of Claims.** The following language is added as a new Section X of the Membership Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN NEW YORK**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) the offer or sale of the license for the Property that Member will operate under the Membership Agreement was made in the State of New York, and/or (b) Member is a resident of New York and will operate the Property in New York.

2. **Releases.** The following language is added as a new Section M.4 of the Membership Agreement:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights Member enjoys and any causes of action arising in Member’s 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 the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. **Licensor’s Transfer.** The following language is added as a new Section X of the Membership Agreement:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Best Western’s good faith judgment, is willing and able to assume Best Western’s obligations under this Agreement.

4. **Termination by You.** The following language is added to the end of Section E of the Membership Agreement:

Member may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon Member by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

6. **Limitation of Claims.** The following language is added as a new Section Y of the Membership Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in Member's 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied

7. **Application of Rider.** There are circumstances in which an offering made by Licensor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if Member is domiciled in and the Property will be opened in New York. We are required to furnish a New York prospectus to every prospective Member who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

Best Western International, Inc., an Arizona
corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) Member is a resident of North Dakota and the Property will be located in North Dakota, and/or (b) the offer or sale of the license for the Property that Member will operate under the Membership Agreement was made in the State of North Dakota.

2. **Releases.** The following language is added as a new Section X of the Membership Agreement:

Any general release shall not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

3. **Liquidated Damages on Termination.** The following language is added to the end of Section F.5 of the Membership Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, Best Western and Member agree to enforce these provisions to the extent the law allows.

4. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement. In addition, to the extent required by applicable law, Member may bring an action in North Dakota.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT TYPE OF ENTITY]

Best Western International, Inc., an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN RHODE ISLAND**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) Member is a resident of Rhode Island and the Property that Member will operate under the Membership Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in Rhode Island.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

Notwithstanding the foregoing, to the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act. Section 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."

To the extent required by applicable law, Member may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT TYPE OF ENTITY]

Best Western International, Inc., an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN WASHINGTON**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to those certain regulatory documents, including, (i) the Membership Agreement; (ii) Bylaws; and (iii) Rules and Regulations; that have been signed at the same time as the signing of this Rider (collectively, the “**Regulatory Documents**”). This Rider is annexed to and forms part of the Regulatory Documents. This Rider is being signed because (a) the Property that Member will operate under the Membership Agreement will be located in Washington; and/or (b) Member is a resident of Washington; and/or (c) any of the offering or sales activity relating to the Membership Agreement occurred in Washington.

2. **Addition of Paragraphs.** The following is added to the end of all the Regulatory Documents:

In recognition of the requirements by the Washington Franchise Investment Protection Act and the Rules and Regulations promulgated thereunder (the “**Act**”), the Regulatory Documents of Best Western International, Inc. shall be modified as follows:

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 this Agreement in Member’s relationship with Best Western including the areas of termination and renewal of your license. There may also be court decisions which may supersede this Agreement in Member’s relationship with Best Western including the areas of termination and renewal of Member’s license.

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 Agreement, a Member may bring an action or proceeding arising out of or in connection with the sale of licenses, 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Regulatory Documents.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

EXHIBIT E TO FDD
FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Best Western Hotels & Resorts Consolidated Statements of Financial Position

(dollars in millions)

	at February 28, 2023	at November 30, 2022
Assets		
(unaudited)		
Current assets:		
Cash and cash equivalents	\$ 231.4	\$ 239.4
Restricted cash	0.2	11.1
Short-term investments	16.2	16.4
Accounts receivable, principally from Members, net	62.7	72.2
Prepaid expenses and other current assets	16.0	17.3
Income taxes receivable	1.9	8.4
Total current assets	328.4	364.8
Property, equipment and computer software, net	34.1	31.3
Hotel investments	53.1	53.4
Long-term investments	162.5	110.5
Restricted Rabbi Trust investments	16.7	19.1
Deferred income taxes	49.2	49.1
Other assets, net	22.6	23.3
Total Assets	\$ 666.6	\$ 651.5
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 78.7	\$ 78.0
Current frequent stay program liability	99.3	96.2
Current deferred revenue	14.6	16.3
Deposits	11.3	12.5
Income taxes payable	-	-
Total current liabilities	203.9	203.0
Non-current frequent stay program liability		
Non-current deferred affiliation fee revenue	47.5	48.6
Non-current deferred compensation plans liability	15.0	17.2
Non-current construction loans	38.3	37.9
Non-current operating lease liability	1.1	-
Total Liabilities	305.8	306.6
Net assets:		
Retained earnings	164.4	144.2
Accumulated other comprehensive (loss) income	(1.2)	0.5
Total Best Western International, Inc. Net Assets	163.2	144.7
Non-controlling interests	1.8	2.0
Total Net Assets	165.0	146.7
Total Liabilities and Net Assets	\$ 470.9	\$ 651.5

Best Western Hotels & Resorts Consolidated Statements of Revenues and Expenses

	Three Months Ended	
	February 28, 2023 (unaudited)	February 28, 2022 (unaudited)
(dollars in millions)		
Revenues:		
Fees, dues and assessments	\$ 66.6	\$ 61.1
Program revenues	36.2	27.4
Other revenues	13.1	9.4
Total Revenues	115.9	97.9
Expenses:		
Compensation, taxes and benefits	45.8	42.1
Advertising and promotions	17.5	13.2
Depreciation and amortization	4.2	3.1
General and administrative	19.2	15.0
Program cost of sales	5.1	3.6
Total Expenses	91.8	77.0
Net Realized and unrealized gains (losses) on investments, interest and dividend income, and interest expense	2.1	(0.4)
Excess of revenues over expenses before income taxes	26.2	20.5
Income tax provision	(6.2)	(5.0)
Excess of revenues over expenses	20.0	15.5
Excess of expenses over revenues attributable to non-controlling interests	0.2	-
Excess of Revenues over Expenses		
Attributable to Best Western International, Inc.	\$ 20.2	\$ 15.5

Certain reclassifications and adjustments have been made to the financial information to comply with the current year presentation. The Consolidated Statement of Revenues and Expenses format for reporting purposes has been updated to present Operating Income and Non-Operating Income (Expenses) separately.

Best Western Hotels & Resorts Consolidated Statements of Cash Flows

(dollars in millions)

Three Months Ended	
2023	2022
(unaudited)	(unaudited)

Cash flows from operating activities:

Excess of revenues over expenses	\$	20.0	\$	15.5
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:				
Depreciation and amortization		4.2		3.1
Provision for doubtful accounts		0.6		0.1
Net losses (gains) on restricted Rabbi Trust investments		0.3		0.6
Net losses (gains) on equity securities		0.1		-
Amortization/accretion of discounts/premiums on available-for-sale debt securities, net		(0.2)		-
Change in accrued interest on available-for-sale debt securities		(0.1)		-
Changes in assets and liabilities:				
Accounts receivable		8.9		6.3
Prepaid expenses and other current assets		1.3		(1.9)
Income taxes		6.5		4.8
Other assets, net		0.5		0.5
Accounts payable, accrued liabilities and deferred compensation plans		(0.3)		(11.8)
Deferred revenue		(2.8)		(0.9)
Frequent stay program liability		0.7		4.1
Deposits		(1.8)		2.8
Net cash provided by operating activities		37.9		23.2

Cash flows from investing activities:

Proceeds from maturity of held-to-maturity debt securities	2.8	6.5
Proceeds from maturity of available-for-sale debt securities	1.5	
Proceeds from sale of available-for-sale debt securities	6.7	-
Proceeds from sale of equity securities	0.7	-
Purchase of available-for-sale debt securities	(40.6)	-
Purchase of equity securities	(24.1)	-
Development costs of hotel investments	0.0	(2.8)
Fund restricted Rabbi Trust investments	(0.3)	(0.4)
Purchase of property, equipment and computer software	(4.0)	(3.1)
Net cash used (provided by) in investing activities	(57.3)	0.2

Cash flows from financing activities:

Proceeds from construction loans	0.4	5.3
Net cash provided by financing activities	0.4	5.3
Net (decrease) increase in cash and cash equivalents, and restricted cash	(19.0)	28.7
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	0.1	-
Cash and cash equivalents, and restricted cash at beginning of period	250.5	255.2
Cash and cash equivalents, and restricted cash at end of period	\$ 231.6	\$ 283.9

Supplemental Investment Information:

Cash, restricted cash and cash equivalents	231.6	283.9
Short-term investments	16.2	12.8
Long-term investments	162.5	14.7
Restricted Rabbi Trust investments	16.7	21.2
Cash and cash equivalents, restricted cash, and investments at end of period	\$ 427.0	\$ 332.6

Report of Independent Auditors

To the Board of Directors and Members of Best Western International, Inc.

Opinion

We have audited the consolidated financial statements of Best Western International, Inc. (the Company), which comprise the consolidated statements of financial position as of November 30, 2022 and 2021, and the related consolidated statements of revenues and expenses, other comprehensive revenues and expenses, cash flows and changes in net assets for the years then ended, and the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at November 30, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, no such opinion is expressed.

Report of Independent Auditors

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information. The other information comprises the Financial Highlights in the Annual Report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Ernst & Young LLP

Phoenix, Arizona
February 21, 2023

Consolidated Statements of Financial Position

(in thousands)	As of November 30,	
	2022	2021
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 239,426	\$ 244,555
Restricted cash	11,089	10,613
Short-term investments	16,396	16,509
Accounts receivable, principally from Members, net	72,182	62,626
Prepaid expenses and other current assets	17,265	14,803
Income taxes receivable	8,430	-
TOTAL CURRENT ASSETS	364,788	349,106
Property, equipment and computer software, net	31,252	27,668
Hotel investments, net	53,403	41,966
Long-term investments	110,512	17,467
Restricted Rabbi Trust investments	19,063	24,715
Deferred income taxes	49,204	50,383
Other assets, net	23,293	25,437
TOTAL ASSETS	\$ 651,515	\$ 536,742
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 78,042	\$ 70,600
Current frequent stay program liability	96,193	88,837
Current deferred revenue	16,327	16,261
Deposits	12,460	12,617
Income taxes payable	-	1,294
Line of credit	-	-
TOTAL CURRENT LIABILITIES	203,022	189,609
Non-current frequent stay program liability	198,148	190,471
Non-current deferred affiliation fee revenue	48,558	49,170
Non-current deferred compensation plans liability	17,183	24,248
Non-current construction loans	37,861	24,950
TOTAL LIABILITIES	504,772	478,448
NET ASSETS:		
Retained earnings	144,213	56,134
Accumulated other comprehensive income	576	135
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	144,789	56,269
Non-controlling interests	1,954	2,025
TOTAL NET ASSETS	146,743	58,294
TOTAL LIABILITIES AND NET ASSETS	\$ 651,515	\$ 536,742

See accompanying notes to consolidated financial statements.

Consolidated Statements of Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2022	2021
REVENUES:		
Fees, dues and assessments	\$ 276,766	\$ 232,086
Program revenues	165,915	109,038
Other revenues	51,199	36,638
TOTAL REVENUES	493,880	377,762
EXPENSES:		
Compensation, taxes and benefits	175,005	151,246
Advertising and promotion	105,950	83,808
Depreciation and amortization	14,748	13,146
General and administrative	77,477	61,104
Program cost of sales	16,531	12,580
TOTAL EXPENSES	389,711	321,884
Net realized and unrealized gains (losses) on investments, interest and dividend income, and interest expense	769	4,955
Excess of revenues over expenses before income taxes	104,938	60,833
Income tax provision	(17,169)	(15,868)
Excess of revenues over expenses	87,769	44,965
Excess of expenses over revenues attributable to non-controlling interests	310	-
EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 88,079	\$ 44,965

See accompanying notes to consolidated financial statements.

Consolidated Statements of Other Comprehensive Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2022	2021
EXCESS OF REVENUES OVER EXPENSES	\$ 87,769	\$ 44,965
Foreign currency translation adjustment, net of tax	982	678
Change in net unrealized gains (losses) on available-for-sale debt securities, net of tax:		
Net unrealized (losses) on available-for-sale debt securities	(675)	-
Adjustment for net losses realized and included in excess of revenues over expenses	134	-
Total change in net unrealized losses on available-for-sale debt securities	(541)	-
Comprehensive excess of revenues over expenses	88,210	45,643
Comprehensive excess of expenses over revenues attributable to non-controlling interests	310	-
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 88,520	\$ 45,643

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Excess of revenues over expenses	\$ 87,769	\$ 44,965
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:		
Depreciation and amortization	14,748	13,146
Provision for doubtful accounts	(1,650)	(1,760)
Net losses (gains) on Restricted Rabbi Trust investments	1,977	(3,823)
Net unrealized (gains) on equity securities	(761)	-
Amortization of bond discounts/premiums on held-to-maturity securities, net	131	105
Amortization/accretion of discounts/premiums on available-for-sale debt securities, net	(144)	-
Change in accrued interest on available-for-sale debt securities	36	-
Provision for deferred income taxes	1,393	(4,613)
Loss on disposition of property, equipment and computer software	216	64
Changes in assets and liabilities:		
Accounts receivable	(7,988)	(30,758)
Prepaid expenses and other current assets	(2,473)	(760)
Income taxes	(9,710)	893
Other assets, net	1,002	2,182
Accounts payable, accrued liabilities and deferred compensation plans liability	2,749	19,390
Deferred revenue	(510)	(1,722)
Frequent stay program liability	15,033	25,830
Deposits	952	1,002
NET CASH PROVIDED BY OPERATING ACTIVITIES	102,770	64,141
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from maturity of held-to-maturity debt securities	16,500	41,500
Proceeds from sale of available-for-sale debt securities	3,460	-
Proceeds from sale of equity securities	843	-
Purchase of available-for-sale debt securities	(76,005)	-
Purchase of equity securities	(37,712)	-
Development costs of hotel investments	(11,211)	(24,976)
Fund Restricted Rabbi Trust investments	(439)	(20,661)
Purchase of property, equipment and computer software	(15,197)	(12,719)
NET CASH USED IN INVESTING ACTIVITIES	(119,761)	(16,856)

Continues on next page.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2022	2021
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from construction loans	\$ 12,515	\$ 24,684
NET CASH PROVIDED BY FINANCING ACTIVITIES	12,515	24,684
Net (decrease) increase in cash and cash equivalents, and restricted cash	(4,476)	71,969
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	(177)	(129)
Cash and cash equivalents, and restricted cash at beginning of period	255,168	183,328
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 250,515	\$ 255,168
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest, net of capitalized interest of \$396 and \$266 for the years ended November 30, 2022 and 2021, respectively	\$ 501	\$ 23
Income taxes	26,067	19,836
Income tax refunds received	\$ 486	\$ 195
Non-cash investing activities:		
Disposal of fully depreciated property, equipment and computer software	\$ 5,365	\$ 5,445
Accrued additions to hotel investments	1,364	4,148
Accrued additions to property, equipment and computer software	780	421
Employee contributions to the Restricted Rabbi Trust investments	312	231
Distributions from Restricted Rabbi Trust investments	4,426	-
Non-cash financing activities:		
Equity contribution from joint venture partner	\$ 239	\$ 234

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Net Assets

(in thousands)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Net Assets
Balance - November 30, 2020	\$ 11,169	\$ (543)	\$ 1,791	\$ 12,417
Total excess of revenues over expenses	44,965	-	-	44,965
Foreign currency translation adjustment, net of tax	-	678	-	678
Contributions from non-controlling interests	-	-	234	234
Balance - November 30, 2021	56,134	135	2,025	58,294
Total excess of revenues over expenses (expenses over revenue)	88,079	-	(310)	87,769
Foreign currency translation adjustment, net of tax	-	982	-	982
Unrealized (losses) on available-for-sale debt securities, net of tax	-	(541)	-	(541)
Contributions from non-controlling interests	-	-	239	239
Balance - November 30, 2022	\$ 144,213	\$ 576	\$ 1,954	\$ 146,743

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

November 30, 2022

(1) Business, Organization and Summary of Significant Accounting Policies

(a) Nature of Business

Best Western International, Inc. and its consolidated subsidiaries ("Best Western" or the "Company") is a membership organization incorporated as a non-profit corporation in the State of Arizona. The Company is a membership association of hotels established solely to provide revenue generating opportunities and to leverage marketing and purchasing power to benefit the holders of the Company's membership interests (the "Members"). The exceptions to the membership structure are the wholly owned subsidiaries: (i) SureStay, Inc. ("SureStay"), which is a franchisor, (ii) soft brand licensees, (iii) World Hotels GmbH ("WorldHotels"), which is a licensor, (iv) AutoClerk, Inc. ("AutoClerk"), which provides property management services, and (v) BWI DevCo Tempe, LLC ("DevCo Tempe"), which owns and operates a Best Western branded hotel. The Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and T.W.C. LLC ("TWC"), entered into a joint venture Contribution Agreement and formed Denver 3560, LLC ("Denver 3560"), a Colorado limited liability company to develop, build, own and operate a Best Western branded hotel.

Best Western branded hotels, SureStay branded hotels, soft brand licensees, and WorldHotels branded hotels, collectively referred to as BWH Hotel Group ("BWHG"), are located throughout the world. As of November 30, 2022, there are approximately 4,300 hotels in over 100 countries and territories worldwide associated with BWHG, that are activated or currently in the development pipeline to be activated on our reservations platform.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of the Company, our wholly owned subsidiaries and entities in which the Company has a controlling financial interest, including variable interest entities where the Company is the primary beneficiary.

The determination of a controlling financial interest is based upon the terms of the governing agreements of the respective entities, including the evaluation of rights held by other ownership interests. If the entity is considered to be a variable interest entity, the Company determines whether the Company is the primary beneficiary, and then consolidates those variable interest entities for which the Company has determined that the Company is the primary beneficiary.

All significant intercompany transactions and balances are eliminated in consolidation.

(c) Basis of Presentation

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. The coronavirus ("COVID-19") pandemic began in early 2020 and had an impact on our results for the twelve months ended November 30, 2021. Due to the post-pandemic recovery which occurred during 2021 and 2022, COVID-19 did not significantly impact the results for the twelve months ended November 30, 2022. In our opinion, the consolidated financial statements reflect all adjustments, including normal recurring items, considered necessary for a fair presentation of financial performance.

(d) Reclassifications

In the Consolidated Statements of Revenues and Expenses for the year ended November 30, 2021, other revenues of \$74 thousand and general and administrative expense of \$73 thousand were reclassified to net realized and unrealized gains (losses) on investments, interest and dividend income, and interest expense to conform with the current year presentation.

(e) Cash and Cash Equivalents

Cash and cash equivalents include highly liquid money market instruments that have original maturities of three months or less at the date of purchase.

Notes to Consolidated Financial Statements

November 30, 2022

(f) *Restricted Cash*

Restricted cash is primarily comprised of annual dues paid by Members prior to the related service period. Annual dues are held in a custodial account and are not available to the Company until December of the following fiscal year. As of November 30, 2022 and 2021, there was \$11.1 million and \$10.6 million of restricted cash, respectively.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statements of Financial Position that sum to the total of such amounts shown in the Consolidated Statements of Cash Flows:

(in thousands)	As of November 30, 2022	2021
Cash and cash equivalents	\$239,426	\$244,555
Restricted cash	11,089	10,613
Total cash and cash equivalents, and restricted cash shown in the consolidated statements of cash flows	\$250,515	\$255,168

(g) *Investments*

Investments consist of certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds, and are classified as short-term or long-term investments based on maturity dates for debt securities, and equity securities are classified as long-term based on the Company's liquidity position. The Company has not recognized any investment impairments during the years ended November 30, 2022 and 2021 (see note 3).

(h) *Restricted Rabbi Trust Investments*

The Company has a Nonqualified Deferred Compensation Plan ("NQP") in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP was restated effective December 1, 2020, to provide for the use of a Rabbi Trust and to amend the design of the Company's contributions. Effective December 1, 2020, the Company established a NQP Rabbi Trust ("Trust"), whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. The investments included in this Trust are carried at fair value and recorded in Restricted Rabbi Trust investments in the Consolidated Statements of Financial Position (see note 13).

(i) *Fair Value of Financial Instruments*

The carrying amount reflected in the Consolidated Statements of Financial Position for cash and cash equivalents, other assets, accounts receivable and accounts payable approximate their respective fair values based on their liquidity and/or the short-term nature of these instruments. The Company measures and discloses the estimated fair value of financial assets and liabilities utilizing a hierarchy of valuation techniques based on whether the inputs to a fair value measurement are considered to be observable or unobservable in a marketplace. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. This hierarchy requires the use of observable market data when available. These inputs have created the following fair value hierarchy:

- Level 1 – quoted prices for identical instruments in active markets;
- Level 2 – quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and
- Level 3 – fair value measurements derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

Notes to Consolidated Financial Statements

November 30, 2022

The Company measures fair value using a set of standardized procedures for all assets and liabilities which are required to be measured at their estimated fair value on either a recurring or non-recurring basis. When available, the Company utilizes quoted market prices from an independent third-party source to determine fair value and classifies such items in Level 1.

In accordance with the fair value accounting requirements, companies may choose to measure eligible financial instruments and certain other items at fair value. The Company has not elected the fair value option for any eligible financial instruments.

The investments in the Trust are restricted and are designated as trading securities and carried at fair value. The fair market value of these restricted investments are measured using Level 1 inputs (quoted prices for identical assets in active markets).

The following tables present information about the carrying value of the Company's financial assets compared to fair value as of November 30, 2022 and 2021, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value. The investments in certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds are included in both short-term and long-term investments in the Consolidated Statements of Financial Position, and the investments held in a Restricted Rabbi Trust are included in Restricted Rabbi Trust investments in the Consolidated Statements of Financial Position.

Carrying Value vs. Fair Value Measurements

(in thousands)	November 30, 2022			
	Carrying Value	Total	Fair Value	
			Quoted Prices in Significant Other Active Markets for Identical Assets (Level 1)	Observable Inputs (Level 2)
Corporate bonds	\$ 39,107	\$ 38,674	\$ 38,674	\$ -
Mortgage and asset-backed securities	25,708	25,632	25,632	-
Mutual funds	19,126	19,126	19,126	-
Common shares	18,504	18,504	18,504	-
U.S. treasury and government agency bonds	15,415	15,319	15,319	-
Investments in certificates of deposits	5,250	5,121	5,121	-
Municipal and provincial notes and bonds	3,798	3,770	3,770	-
Restricted Rabbi Trust investments	19,063	19,063	19,063	-
Total	\$ 145,971	\$ 145,209	\$ 145,209	\$ -

(in thousands)	November 30, 2021			
	Carrying Value	Total	Fair Value	
			Quoted Prices in Significant Other Active Markets for Identical Assets (Level 1)	Observable Inputs (Level 2)
Corporate bonds	\$ 13,175	\$ 13,298	\$ -	\$ 13,298
U.S. treasury and government agency bonds	11,051	11,126	11,126	-
Investments in certificates of deposits	9,750	9,904	9,904	-
Restricted Rabbi Trust investments	24,715	24,703	24,703	-
Total	\$ 58,691	\$ 59,031	\$ 45,733	\$ 13,298

Notes to Consolidated Financial Statements

November 30, 2022

(j) *Property, Equipment and Computer Software and Hotel Investments*

Property, equipment and computer software and hotel investments are recorded at cost. Costs of improvements that extend the economic life or improve service potential are also capitalized. Depreciation on land improvements, buildings, and furniture and equipment is computed using straight-line and accelerated methods over estimated useful lives ranging from 3 to 39 years. Leasehold improvements are amortized on a straight-line basis over the shorter of the related lease term or the estimated useful lives of the assets.

Purchased software license fees and related implementation costs, and costs to develop software for internal use are capitalized and amortized on a straight-line basis over a three-year useful life. Repair and maintenance costs are charged to expenses as incurred.

The Company developed, opened and is operating two hotels and the property and equipment related to these hotels are included in hotel investments, net in the Consolidated Statements of Financial Position (see notes 7, 16, and 17).

(k) *Goodwill and Other Intangible Assets*

Goodwill arises from business combinations and represents the excess of the cost of an acquired entity over the net fair value amounts that were assigned to the identifiable assets acquired and the liabilities assumed. Goodwill is amortized on a straight-line basis over a ten-year useful life and is tested for impairment if circumstances indicate that the goodwill carrying value may exceed its fair value. Goodwill is included in other assets, net in the Consolidated Statements of Financial Position.

Other intangible assets include acquired customers, developed technologies, and trademarks and trade names resulting from business acquisitions. Other intangible assets are valued based on their acquisition date fair values and, other than trademarks and trade names, are amortized using the straight-line method over their estimated useful lives, ranging from 7.5 years to 10 years. Other intangible assets are included in other assets, net in the Consolidated Statements of Financial Position.

The Company evaluates the potential impairment of goodwill and other intangible assets annually. 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 intangible assets is less than its carrying amount. If the conclusion is that the fair value of the assets is not more likely than not less than its carrying value, then no further testing is required. If the conclusion is that the fair value of the assets is more likely than not less than its carrying value, then a quantitative impairment test is performed. For intangible assets, if the carrying value is greater than the fair value of the assets, an impairment charge is recognized for this excess. The Company may elect to forgo the qualitative assessment and move directly to the quantitative impairment tests for goodwill and other intangible assets. The Company determines the fair value of its reporting units and intangible assets using income and market methods.

Goodwill has been allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. The Company performed a quantitative impairment analysis for the WorldHotels reporting unit in both 2022 and 2021. As of November 30, 2022 and November 30, 2021, the Company determined that the fair value of the WorldHotels reporting unit exceeded the carrying value and no impairment was recorded. The Company performed a qualitative impairment analysis for the AutoClerk reporting unit during both 2022 and 2021, concluding that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount (see note 15).

(l) *Impairment or Disposal of Long-Lived Assets*

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. The Company has not recognized any impairments during the years ended November 30, 2022 and 2021.

Notes to Consolidated Financial Statements

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(m) Income Taxes

The Company utilizes the liability method of accounting for income taxes whereby deferred taxes are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse.

Recognition of deferred tax assets is limited to amounts considered by management to be more likely than not realized in future period.

The Company assesses whether a valuation allowance should be established based on its determination of whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Both positive and negative evidence is considered when determining the necessity of the valuation allowance as well as the sources of taxable income supporting the realization of the deferred tax assets, including taxable income in carryback years, future reversals of existing taxable temporary differences, tax-planning strategies and projected taxable income from future operations.

Based on the history of positive earnings, in addition to the expected reversal of taxable temporary differences and forecasted positive results of operations, management determined, based on its assessment of both positive and negative evidence and objective and subjective evidence, that it is more likely than not that the Company will realize its deferred tax assets, with the exception of certain deferred tax assets related to foreign net operating losses, ("NOL"), and foreign tax credit, ("FTC"), carryforwards. The Company has provided a valuation allowance against net deferred tax assets for certain foreign loss entities as the realization of such assets are not more likely than not to occur.

As of November 30, 2022, the Company had foreign NOL carryforwards of \$10.5 million and U.S. FTC carryforwards of \$0.6 million. The foreign NOLs will not expire and will carryforward indefinitely. The FTC carryforwards were generated in the years ended November 30, 2019 and 2020, in the amounts of \$0.2 million and \$0.4 million, respectively, and expire in the years ended November 30, 2029 and 2030, respectively.

The Company reviews uncertain tax positions taken, or expected to be taken, in the course of preparing the Company's tax returns to determine whether the tax positions are more likely than not of being sustained by the applicable tax authority. Management of the Company is required to analyze all open tax years, as defined by the statutes of limitations for all major jurisdictions, which include federal, state, and foreign. As of November 30, 2022 and 2021, the Company has not recognized any asset or liability for unrecognized income tax benefits or liabilities. It is the Company's policy to recognize interest and penalties related to uncertain tax positions as a component of the income tax provision.

(n) Revenue Recognition

Fees, dues and assessments

Fees, dues and assessments are established by the membership and the Board of Directors to compensate the Company for providing services to Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees. The Company has performance obligations to provide hotel support, and marketing, and a license to our hotel system intellectual property for the use of our brand names. Our performance obligations are a series of distinct goods or services for which we receive the following types of variable consideration through our membership agreements with our Members. Monthly fees and assessments (which include advertising, sales and marketing and reimbursement for the Company's technology expenses) represent fixed and variable consideration and are billed monthly and recognized as revenue in the same month as the services are provided and charges become fixed or determinable and payable. Annual dues are established, billed and payable each year for continuing membership during the succeeding year. Annual dues are recognized as revenue ratably in the year to which the continuing membership applies. Any Member may resign from the Company at any time, but if the Member resigns or is terminated, fees and dues become immediately due and payable per the terms of the applicable contract and are recognized as revenue when cash is received regardless of the term of the contract.

Affiliation fee revenues from Best Western branded hotels are fixed consideration payable upon approval of the Member or licensee by the Board of Directors and acceptance of membership or license terms by the property owner. These revenues are recognized on a straight-line basis over the hotelier's expected life as a Best Western branded hotel or over the initial contract term. SureStay franchisee initial fees are due upon execution of a franchise agreement and recognized over the initial term of the franchise agreement. WorldHotels hotel integration fees are recognized on

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a straight-line basis over the expected life as a WorldHotels branded hotel. Affiliation fee revenues were \$8.9 million and \$7.8 million for the years ended November 30, 2022 and 2021, respectively.

Best Western Rewards® frequent stay program ("BWR® program").

The Company administers the BWR program for the benefit of BWHG and BWR program members. Under our BWR program, we have a performance obligation to provide or arrange for the provision of goods or services between BWR program members and BWHG hotels in exchange for the redemption of points earned from past activities. Costs of operating the BWR program, including costs for marketing, promotion, and other member services, are charged to the BWHG hotels through an assessment fee that is based on members' qualified expenditures. The assessment fees received from the BWHG hotels are deferred and recognized as program revenues as the loyalty points are redeemed and the related service, net of redemption expense, is provided. The amount of revenue the Company recognizes upon point redemption is impacted by the Company's estimate of the breakage for points that BWR members will never redeem. The Company estimates breakage based on historical experience and expectations of future BWR member behavior. All BWR program costs are recognized as incurred.

Program revenues in excess of redemption costs are used to fund the operational expenses of the BWR program.

Best Western Travel Card® (a card having no expiration date and no usage or non-usage fees) revenue is recognized when: (i) the Best Western Travel Card is redeemed, or (ii) the likelihood of the Best Western Travel Card being redeemed is remote (Best Western Travel Card breakage), and the Company determines that there is not a legal obligation to remit the unredeemed Best Western Travel Card balance to the relevant jurisdiction. The determination of the Best Western Travel Card breakage rate is based upon Company specific historical redemption patterns. Best Western Travel Card breakage is included in program revenues in the Consolidated Statements of Revenues and Expenses.

Other revenues

Other revenues in the Consolidated Statements of Revenues and Expenses consist of: (i) international fees and other fees from hotelier meetings, training, quality assurance inspections and other services, and (ii) owned-hotel operations revenues, and are recognized in the month the services are provided. International fees include fees and charges for reservations and other services billed to international organizations monthly and were \$21.2 million and \$16.5 million for the years ended November 30, 2022 and 2021, respectively. Owned-hotel operations revenues were \$3.3 million and \$0.0 million for the years ended November 30, 2022 and 2021, respectively.

All other revenue sources, such as program fees, are recognized in the month that the product or service is provided. Revenues, including rebates from vendors, and associated costs of product sold to hoteliers when the Company does not assume the risk and rewards of ownership of the product, is not the primary obligator, and does not possess other indicators of gross reporting, are reported as a net amount earned and included in program revenues in the Consolidated Statements of Revenues and Expenses.

Contract balances

The Company records a receivable as performance obligations are satisfied and there is an unconditional right to receive payment. Deferred revenue is recorded when the Company receives payment, or has the unconditional right to receive payment, in advance of the satisfaction of the Company's performance obligations related to initial affiliation fees and the BWR program.

Certain costs to obtain contracts with customers are capitalized and amortized on a straight-line basis over the hotelier's expected life as a branded hotel or over the initial contract term. The costs of obtaining a contract with a customer are recorded in prepaid expenses and other current assets, and other assets, net in our Consolidated Statements of Financial Position. The related amortization is recorded in compensation, taxes and benefits in our Consolidated Statements of Revenues and Expenses. The Company had capitalized costs to obtain contracts with customers of \$13.3 million and \$13.7 million at November 30, 2022 and 2021, respectively.

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The contract asset balances consisted of the following:

(in thousands)	As of November 30,	
	2022	2021
Current contract assets	\$ 964	\$ 943
Non-current contract assets	12,305	12,740
Total contract assets	\$ 13,269	\$ 13,683

At November 30, 2022 and 2021, the contract liabilities balances related to affiliation fees and the BWR program include the following components and are included in current frequent stay program liability, current deferred revenue, non-current frequent stay program liability, and non-current deferred affiliation fee revenue in the Consolidated Statements of Financial Position:

(in thousands)	As of November 30,	
	2022	2021
Current contract liabilities	\$ 100,161	\$ 93,306
Non-current contract liabilities	246,706	239,641
Total contract liabilities	\$ 346,867	\$ 332,947

(in thousands)	As of November 30,	
	2022	2021
Liability related to the loyalty program	\$ 292,993	\$ 278,774
Affiliation fees received from hoteliers	53,874	54,173
Total contract liabilities	\$ 346,867	\$ 332,947

(o) *Significant Estimates and Assumptions*

Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Actual results could differ from those estimates.

(p) *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable, principally from Members, net.

The Company has concentrated its credit risk for cash by maintaining deposits in financial institutions which exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash and cash equivalents.

Accounts receivable, principally from Members, net, are primarily from Member, franchisee, licensee fees and services, and product sales. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of hoteliers located throughout the world comprising the Company's customer base. The Company does not require collateral within credit limits established. In those instances when a Member, franchisee, or licensee requests product in excess of the credit limit allowed by Company policy, the Company requests a letter of credit, deposit, or prepayment to secure the collection of accounts receivable. The Company performs ongoing evaluations of its hotelier receivables; non-payment can lead to cancellation of the applicable Best Western membership, license or franchise.

Notes to Consolidated Financial Statements

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(q) *Advertising Costs*

Advertising costs are expensed as incurred and recorded as advertising and promotion expenses.

(r) *Foreign Currency*

Non-U.S. dollar assets and liabilities are remeasured using period-end exchange rates; income and expense items are remeasured at average exchange rates prevailing during the periods reported. Exchange rate gains and losses, unrealized and realized, are included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses and were losses of approximately \$1.8 million and \$0.9 million during the years ended November 30, 2022 and 2021, respectively.

(s) *Self-Insurance Programs*

The Company self-insures for certain levels of employee medical and dental coverage. For medical, the Company accrues estimated costs of this self-insurance program based on its history of claims experience and the estimated time lag between the incident and the date claims are payable. Because of the short-term nature of the time lag, no discount rate is used when evaluating the present value of the projected settlements. The ultimate cost of claims for a covered period may differ from the original estimates.

(t) *Recent Accounting Guidance Not Yet Adopted*

In November 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2019-10 "Leases (Topic 842): Effective Dates" ("ASU 2019-10"). This was related to prior standards issued by the FASB, including ASU 2019-01 "Codification Improvements", which was issued in March 2019, and ASU 2018-11 "Targeted Improvements", which was issued in July 2018, amending ASU 2016-02 "Leases", which was issued in February 2016. This new guidance is intended to improve financial reporting regarding leasing transactions. These new standards will require companies that lease assets to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. ASU 2019-10 deferred the effective date for private companies by one year to be effective for fiscal years beginning after December 15, 2020 for private companies. In June 2020, the FASB issued ASU 2020-05 "Leases (Topic 842): Effective Dates for Certain Entities", which allows for private companies to elect to defer adoption of the guidance by one additional year to become effective for reporting periods beginning after December 15, 2021. The Company is currently assessing the impact of the adoption of this guidance.

In November 2019, the FASB issued ASU 2019-10 "Financial Instruments – Credit Losses (Topic 326): Effective Dates". This was related to prior standards issued by the FASB, including ASU 2019-04 "Codification Improvements", which was issued in April 2019, ASU 2018-19 "Codification Improvements", which was issued in November 2018 amending ASU 2016-13 "Financial Instruments — Credit Losses", which was issued in June 2016. The main objective of this new guidance is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. ASU 2019-10 defers the effective date for private companies by two years. The standard is effective for fiscal years beginning after December 15, 2022 for private companies, and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In December 2019, the FASB issued ASU 2019-12 "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes". This new guidance is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The standard is effective for fiscal years beginning after December 15, 2021 for private companies. The Company is currently assessing the impact of the adoption of this guidance.

(u) *New Accounting Standards Adopted*

In August 2018, the FASB issued ASU 2018-15 "Intangibles - Goodwill and Other - Internal Use Software (Subtopic 350-40)", which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The Company adopted this guidance in the first quarter of fiscal year 2022. There was no impact on the Company's financial statements.

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(2) Accounts Receivable, Principally from Members, net and Allowance for Doubtful Accounts

Accounts receivable, principally from Members, net primarily consists of amounts due from hoteliers with whom we have membership, franchise, or license agreements and include reimbursements of costs we incurred on behalf of the hoteliers. We record an allowance for doubtful accounts when losses are probable, based on an assessment of historical collection activity and current business conditions.

The activity in the allowance for doubtful accounts which is included in accounts receivable, principally from Members, net in the Consolidated Statements of Financial Position consisted of the following:

(in thousands)	As of November 30,	
	2022	2021
Beginning balance	\$ 21,213	\$ 24,362
Recoveries	1,210	1,225
Provisions	(1,650)	(1,760)
Write offs	(3,400)	(2,614)
Ending balance	\$ 17,373	\$ 21,213

In the normal course of business, the Company extends credit to its hoteliers, tour operators, central bill accounts and other third parties. The Company evaluates the collectability of the accounts receivable balances based on a combination of factors. These factors include the type of relationship the Company has with the account, the prior experience the Company has with accounts in each relationship type, and an evaluation of current and projected economic conditions including the impact of COVID-19 as of the Consolidated Statements of Financial Position date. Based on the current economic conditions, the Company believes the estimate to be appropriate as of November 30, 2022. Actual collections of accounts receivable could differ from management's estimates.

(3) Debt and Equity Securities

The Company invests in debt and equity securities that are strategically and operationally important to the business.

Marketable securities held for investment purposes, which are recorded at cost or fair value, depending on the nature of the investment, in the Consolidated Statements of Financial Position, were as follows:

(in thousands)	As of November 30,	
	2022	2021
Short-term debt securities held-to-maturity (at cost)	\$ 13,035	\$ 16,509
Short-term debt securities available-for-sale (at fair value)	3,361	-
Total short-term debt securities	\$ 16,396	\$ 16,509

(in thousands)	As of November 30,	
	2022	2021
Long-term debt securities available-for-sale (at fair value)	\$ 68,573	\$ -
Long-term equity securities (at fair value)	37,630	-
Long-term debt securities held-to-maturity (at cost)	4,309	17,467
Total long-term debt and equity securities	\$ 110,512	\$ 17,467

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Gross unrealized gains and losses for available-for-sale securities recognized on our Consolidated Statements of Financial Position were as follows:

November 30, 2022	Available-For-Sale Debt Securities				
	Amortized Cost basis	Gross Unrealized Gains	Gross Unrealized Losses	Accrued Interest	Fair Value
(in thousands)					
Corporate bonds	\$ 29,124	\$ 38	\$ (386)	\$ 257	\$ 29,033
Mortgage and asset-backed securities	25,780	185	(332)	77	25,710
U.S. treasury and government agency bonds	13,539	-	(190)	45	13,394
Municipal and provincial notes and bonds	3,803	51	(85)	28	3,797
Total available-for-sale debt securities	\$ 72,246	\$ 274	\$ (993)	\$ 407	\$ 71,934

The amortized cost basis and fair value of debt securities at November 30, 2022, by contractual maturity date, are shown below:

(in thousands)	Available-For-Sale Debt Securities	
	As of November 30, 2022 Amortized cost	Fair Value
Due in one year or less	\$ 3,364	\$ 3,361
Due after one year through five years	23,172	23,129
Due after five years through ten years	11,616	11,493
Due after ten years	34,094	33,951
Total	\$ 72,246	\$ 71,934

(in thousands)	Held-To-Maturity Debt Securities	
	As of November 30, 2022 Amortized cost	Fair Value
Due in one year or less	\$ 13,035	\$ 12,871
Due after one year through five years	4,309	4,118
Due after five years through ten years	-	-
Due after ten years	-	-
Total	\$ 17,344	\$ 16,989

The portion of unrealized gains and losses for the period related to equity securities still held at the reporting date is calculated as follows:

(in thousands)	Years Ended November 30,	
	2022	2021
Net unrealized gains recognized during the period on equity securities still held	\$ 762	\$ -
Less: Net realized losses recognized during the period on equity securities sold during the period	(43)	-
Net gains recognized during the period on equity securities	\$ 719	\$ -

Notes to Consolidated Financial Statements

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(4) Prepaid Expenses and Other Current Assets

Prepaid expenses (primarily related to payments for insurance, software and hardware maintenance and support costs, third party internet, Global Distribution System's reservation fees, and advertising costs) and other current assets are expensed when services are rendered. Contract assets represent the current portion of the costs incurred to obtain a membership, licensee, or franchise agreement.

Prepaid expenses and other current assets consisted of the following:

(in thousands)	Years Ended November 30,	
	2022	2021
Prepaid expenses and other current assets	\$ 16,301	\$ 13,860
Current contract assets	964	943
Total	\$ 17,265	\$ 14,803

(5) Income Taxes

The income tax provision for the years ended November 30, 2022 and 2021, consisted of the following:

(in thousands)	Years Ended November 30,	
	2022	2021
Current:		
Federal	\$ 15,966	\$ 16,776
Foreign	335	275
State	(311)	3,453
Total current	15,990	20,504
Deferred:		
Federal	1,019	(3,795)
Foreign	28	(104)
State	132	(737)
Total deferred	1,179	(4,636)
Income tax provision	\$ 17,169	\$ 15,868

The provision for income tax differs from that computed using the federal statutory rate applied to income before taxes as follows:

(in thousands)	Years Ended November 30,	
	2022	2021
Income taxes computed at statutory rates	\$ 22,042	\$ 12,774
State taxes, net of federal benefit	3,364	2,089
Valuation allowance	912	1,493
Other non-deductible items	276	189
Non-deductible meals and entertainment	236	103
Research and development and foreign tax credit	(7,802)	60
Other	(1,040)	(294)
Foreign-derived intangible income	(819)	(546)
Income tax provision	\$ 17,169	\$ 15,868

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The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities as of November 30, 2022 and 2021, are presented below:

(in thousands)	As of November 30,	
	2022	2021
Deferred tax assets:		
Loyalty program	\$ 33,375	\$ 31,232
Deferred revenue	10,017	9,997
Deferred compensation plans	5,766	7,298
Allowance for doubtful accounts	4,286	5,237
Net operating loss	3,367	2,559
Compensated absences	1,519	1,424
Acquisition of new trademarks and trade names	690	729
Travel Card liability	646	1,042
Tax credits	572	572
Free night voucher liability	333	132
Total deferred tax assets	60,571	60,222
Deferred tax liabilities:		
Fixed assets	6,354	4,336
Prepaid expenses	1,614	1,638
Intangible assets	195	422
Other	(814)	337
Total deferred tax liabilities	7,349	6,733
Less valuation allowance	(4,018)	(3,106)
Net deferred tax assets	\$ 49,204	\$ 50,383

As of November 30, 2022 and 2021, the Company had no unrecognized tax benefits which would impact the Company's effective tax rate if recognized, and the Company has no accrued interest or penalties related to uncertain tax positions. Management is unaware of any provisions that need to be made for any penalties and fees that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty and the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

The Company is subject to taxation and files income tax returns in the U.S. federal jurisdiction and in many state and foreign jurisdictions. Currently, the Company has statutes of limitation open in various states ranging from fiscal years ended November 30, 2018 through November 30, 2021, which relate to tax years 2017 through 2020. The federal statute of limitations is currently open from fiscal years ended November 30, 2019 through November 30, 2021, which relate to tax years 2018 through 2020.

The Company has not provided for applicable income or withholding taxes on the undistributed earnings from continuing operations of its subsidiaries operating outside of the United States. Undistributed net income of these subsidiaries as of November 30, 2022 and 2021, net to zero. Any undistributed earnings are considered permanently reinvested.

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(6) Property, Equipment and Computer Software, net

Property, equipment and computer software consisted of the following:

(in thousands)	As of November 30,	
	2022	2021
Property and equipment, at cost:		
Furniture and equipment	\$ 29,189	\$ 30,827
Buildings	19,385	19,244
Land	2,335	2,335
Leasehold improvements	2,155	2,632
Land improvements	1,234	1,234
Work in process	70	6
Property and equipment	54,368	56,278
Less accumulated depreciation	(44,756)	(45,365)
Property and equipment, net	9,612	10,913
Computer software, at cost:		
Developed	80,819	65,740
Purchased	13,367	15,800
Work in process	2,260	3,182
Computer software	96,446	84,722
Less accumulated amortization	(74,806)	(67,967)
Computer software, net	21,640	16,755
Property, equipment and computer software, net	\$ 31,252	\$ 27,668

Depreciation and amortization expense consisted of the following:

(in thousands)	Years Ended November 30,	
	2022	2021
Depreciation of property and equipment	\$ 2,111	\$ 2,672
Amortization of computer software	10,064	9,278
Depreciation and amortization of property, equipment and computer software	12,175	11,950
Depreciation of hotel investments (Note 7)	1,377	-
Amortization of goodwill and other intangible assets (Note 15)	1,196	1,196
Depreciation and amortization	\$ 14,748	\$ 13,146

(7) Hotel Investments, net

In December 2019 and March 2020, the Company acquired land to develop two hotels, located in Tempe, Arizona, and Denver, Colorado, respectively. Property development costs, including property construction costs, interest and other financing fees, property taxes, architectural and engineering fees, and other direct and indirect development costs, are capitalized beginning when the development activity commences and ending when all infrastructure is substantially complete and the property is available for occupancy.

The hotels were under construction as of November 30, 2021. The Vib in Tempe, Arizona opened in March 2022 and the Vib in Denver, Colorado opened in June 2022. During the month the respective hotel opened, the development in process assets were placed into service and depreciation of these assets commenced.

The results of operations for the hotels are reported in other revenues and general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Hotel operations revenues were \$3.3 million and \$0.0 million for the years ended November 30, 2022 and 2021, respectively. Hotel operations expenses were \$4.4 million and \$0.0 million for the years ended November 30, 2022 and 2021, respectively.

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Hotel investments, net consisted of the following:

(in thousands)	As of November 30,	
	2022	2021
Hotel investments, at cost:		
Buildings	\$ 39,328	\$ -
Land	6,985	6,985
Furniture and equipment	6,431	-
Land improvements	1,362	-
Development in process	674	34,981
Hotel investments	54,780	41,966
Less accumulated depreciation	(1,377)	-
Hotel investments, net	\$ 53,403	\$ 41,966

Depreciation expense on hotel investments was approximately \$1.4 million and \$0.0 million for the years ended November 30, 2022 and 2021, respectively.

(8) Line of Credit

The Company had a Uncommitted Revolving Line of Credit and Security Agreement (the "LOC Agreement") with the Royal Bank of Canada ("RBC") at November 30, 2022 and 2021. The LOC Agreement allows for up to a \$160 million credit advance and is secured by the Company's unencumbered and unrestricted marketable securities ("Securities") at RBC. Based on the Company's Securities at RBC as of November 30, 2022, the Company may request a credit advance up to \$64 million at a variable interest rate based on the 1 month SOFR plus 0.75%. Interest is due and payable monthly, with the principal due and payable upon demand of the bank. The Company had no outstanding borrowings against this line of credit at November 30, 2022 and 2021.

(9) Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

(in thousands)	As of November 30,	
	2022	2021
Accrued compensation and benefits	\$ 26,034	\$ 23,600
Accounts payable	24,679	20,047
Accrued liabilities	22,931	18,635
Travel Card liability	4,398	8,318
Total	\$ 78,042	\$ 70,600

(10) Contingencies and Commitments

From time to time, the Company has been, and expects to continue to be, subject to legal proceedings and claims in the ordinary course of business. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources, divert management's attention from the Company's business objectives, and adversely affect the Company's business, results of operations, financial condition and cash flow.

The Company is committed to providing certain payments or credits to: (i) applicants who were offered an incentive to become a new Member, and (ii) Members who were offered an incentive to allow approval of an application in a Member's protected area. These payments or credits are due and payable when the contract terms are met and refundable back to the Company or cease, pursuant to contract terms. As of November 30, 2022 and 2021, the amount of commitments not yet paid was \$11.4 million and \$11.2 million, respectively, which is not recorded in the Consolidated Statements of Financial Position.

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(11) Leases

The Company leases certain office space and equipment under various operating leases, which expire on various dates through March 2028. Rental expenses on operating leases are recorded on a straight-line basis. Rental expense for operating leases was \$1.5 million and \$2.1 million for the years ended November 30, 2022 and 2021, respectively. The Company also has certain software agreements for which rental expense is recorded on a straight-line basis. Rental expense for software agreements was \$9.1 million and \$9.6 million for the years ended November 30, 2022 and 2021, respectively. These amounts are included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Minimum future rentals on non-cancelable operating leases, having an initial or remaining term in excess of one year as of November 30, 2022 are as follows (in thousands):

Years ending November 30,	Office Space	Equipment	Total Minimum Rental
2023	\$ 719	\$ 205	\$ 924
2024	652	99	751
2025	446	50	496
2026	58	17	75
2027 and thereafter	77	-	77
Total	\$ 1,952	\$ 371	\$ 2,323

Future payments under the existing non-cancelable software agreements having an initial or remaining term in excess of one year are \$5.3 million over the next three years.

(12) Employee Retirement Savings Plans

The Company sponsors a 401(k) investment plan which is available to all U.S. employees on the first day of service, and a Canadian Registered Retirement Savings Plan (the "RRSP") which is available to all Canadian employees on the first day of service. Under the plans, employees may contribute a percentage of their eligible wages to the plans, subject to maximum statutory regulations. The Company contributes 3% of the annual salary of all eligible employees to these plans.

The Company may also contribute a discretionary amount, as determined by the Board of Directors, up to 6% of employees' eligible compensation, to be allocated in proportion to the employees' contributions provided an employee has worked 1,000 hours during the plan year and is employed on the last day of the plan year.

The Company's expense related to the 401(k) investment plan was \$7.1 million and \$5.8 million for the years ended November 30, 2022 and 2021, respectively, and the Company's expense related to the RRSP was \$124.0 thousand and \$95.2 thousand for the years ended November 30, 2022 and 2021, respectively. These amounts are included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's liability related to the 401(k) investment plan was \$4.8 million and \$3.6 million as of November 30, 2022 and 2021, respectively, and \$75.2 thousand and \$55.7 thousand as of November 30, 2022 and 2021, respectively, for the RRSP and is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2022 and 2021, respectively.

(13) Deferred Compensation Plans and Restricted Rabbi Trust Investments

Nonqualified Deferred Compensation Plan ("NQP") and Restricted Rabbi Trust ("Trust") Investments

The Company has a NQP in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP is a defined contribution plan, in which participating employees may defer a percentage of their annual salaries and a percentage of any incentive compensation into the NQP. The Company contributes: (i) a non-discretionary contribution of 3% of a participating employee's compensation each pay period, and (ii) an annual discretionary contribution, as determined by the Board of Directors, up to 9% of a participating employee's annual compensation.

Notes to Consolidated Financial Statements

November 30, 2022

Effective December 1, 2020, the Company established a Trust, whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. It is the intention of the Company that the NQP and the Trust shall constitute an unfunded arrangement for the purpose of providing tax-deferred compensation in accordance with Title I of the Employee Retirement Income Security Act of 1974, as amended. It is also the intention of the Company to fund the Trust and have its assets invested in a manner that matches each participant's deemed investment elections under the NQP, so that the investment gains and losses of the Trust mirror the investment gains and losses credited/debited to participants' accounts. Accordingly, the Company funded the Trust during fiscal year 2021, including an initial funding of \$20.2 million into the Trust in December 2020, based on amounts due and owing to participating employees at that time. The Trust balance was \$19.1 million and \$24.7 million as of November 30, 2022 and 2021, respectively. Realized and unrealized gains and losses on these investments were realized losses of \$0.5 million and unrealized gains of \$2.5 million, for the year ended November 30, 2022, and were realized gains of \$1.5 million and unrealized gains of \$2.3 million, respectively, for the year ended November 30, 2021, and are recognized in net realized and unrealized gains/losses on investments, interest and dividend income, and interest expense in the Consolidated Statements of Revenues and Expenses.

The Company's expense related to this NQP was \$1.6 million (including a liability reduction associated with net investment losses of \$2.0 million as of November 30, 2022) and \$4.4 million (including a liability provision associated with net investment gains of \$3.8 million as of November 30, 2021) for the years ended November 30, 2022 and 2021, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for the NQP was \$19.3 million and \$25.0 million as of November 30, 2022 and 2021, respectively, of which the current portion of \$3.6 million and \$3.2 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2022 and 2021, respectively.

Long-term Incentive Plan

The Company has a long-term incentive plan for key executives, as determined by the Board of Directors. Amounts awarded under the plan for each performance period are payable to each key executive in March of the third year after the performance period ends. The key executive must be employed by the Company or retired from the Company on the payment date, noting there are qualifying events with regard to vesting. The plan allows for proration of the accrued benefit for key executives because of death, disability or retirement. The Company records expense for this plan over the three-year required service period. The Company's expense related to this plan was \$1.7 million and \$1.9 million for the years ended November 30, 2022 and 2021, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for this long-term incentive plan was \$4.1 million and \$4.5 million as of November 30, 2022 and 2021, respectively, of which the current portion of \$2.9 million and \$2.1 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2022 and 2021, respectively.

(14) Related Party Transactions

Each member of our Board of Directors ("Director", or an entity affiliated with a Director) is a party to a membership agreement with the Company, and as a result, our Directors pay system and other fees to us based upon the terms of their respective membership agreements. Our Directors are party to such membership agreements on the same terms and conditions as each of the other Members of the Company.

Director compensation consisted of \$109,218 and \$104,198 in annual Director fees per district for the years ended November 30, 2022 and 2021, respectively. Directors are reimbursed reasonable, ordinary and necessary business and travel expenses in accordance with the Company's travel and expense policies.

Notes to Consolidated Financial Statements

November 30, 2022

(15) Amortizing Goodwill and Other Intangible Assets

Goodwill is allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. Activity by reporting unit in the current and prior period is organized by reporting unit noted below.

WorldHotels

On February 15, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with WorldHotels Holdings, LLC ("WH Holdings") and ALHI Holdings, LLC ("ALHI") to purchase 100% of the outstanding shares of BV Acquisitions X GmbH from WH Holdings (thereby also acquiring BV Acquisitions' approximately 98% ownership of the outstanding shares of WorldHotels Aktiengesellschaft ("WH")), and assumed certain rights and obligations of ALHI. During 2020, the Company acquired the remaining approximately 2% ownership of the outstanding shares of WH and now owns 100% of the outstanding shares. The WorldHotels Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the WH historical financial statements for any assets that were reported at fair value in accordance with WH's historical accounting policies, or (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of acquired customers and trademarks and trade names were valued at \$2.1 million and \$1.3 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

As of August 31, 2022 and 2021, a quantitative analysis of goodwill and other intangible asset impairment was performed. An impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the asset. To estimate the fair value for the reporting unit, the Company utilized a combination of market and income approach valuation methods via quoted market prices, market multiples of comparable businesses, and performance of a discounted cash flow analysis. No impairment was recorded for the years ended November 30, 2022 and 2021.

AutoClerk

On July 31, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with the shareholders of AutoClerk, Inc. ("AC"), to purchase 100% of the outstanding shares of AC. The AC Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the AC historical financial statements for any assets that were reported at fair value in accordance with AC's historical accounting policies, or (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of developed technology and acquired customers were valued at \$1.9 million and \$1.5 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

The Company assessed the qualitative factors attributable to the AC reporting unit and determined that the fair value of the reporting unit is not more likely than not less than its carrying amount as of August 31, 2022 and 2021. Therefore, no quantitative analysis was performed and no impairment was recorded for the years ended November 30, 2022 and 2021.

Notes to Consolidated Financial Statements

November 30, 2022

Amortized goodwill and other intangible assets consisted of the following:

(in thousands)	As of November 30, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (1,211)	\$ 3,343
AutoClerk	2,198	(733)	1,465
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(667)	833
Developed technology:			
AutoClerk	1,900	(792)	1,108
(in thousands)	As of November 30, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (673)	\$ 3,881
AutoClerk	2,198	(513)	1,685
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(467)	1,033
Developed technology:			
AutoClerk	1,900	(554)	1,346

The Company has elected the private-company alternative to amortize goodwill over 10 years. Amortization expense for goodwill was approximately \$0.8 million and \$0.8 million for the years ended November 30, 2022 and 2021, respectively, and is estimated to be approximately \$0.8 million annually for fiscal years ended 2023 through 2027.

Acquired customers and developed technology are definite-life intangible assets, and as such, amortization expense is calculated using a method that most appropriately reflects expected cash flows from these assets with an amortization period, ranging from 7.5 years to 10 years, depending on the type of asset. Amortization expense for definite-life intangible assets was approximately \$0.4 million and \$0.4 million for the years ended November 30, 2022 and 2021, respectively, and is estimated to be approximately \$0.4 million annually for fiscal years ended 2023 through 2027.

Trademarks and trade names are indefinite-life assets as there is no foreseeable limit to the cash flows generated by these assets. The Company has determined that there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of these acquired trademarks and trade names and therefore are considered to be indefinite-lived intangible assets that are not subject to amortization. Trademarks and trade names value resulting from the WorldHotels acquisition was \$1.3 million as of November 30, 2022 and 2021.

(16) Joint Venture

On May 2, 2019, the Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and a third-party, TWC, entered into a joint venture Contribution Agreement and formed Denver 3560, a Colorado limited liability company to develop, build, own and operate a Best Western Vīb-branded hotel in Denver. Under the terms of the Contribution Agreement, the Company's interest in the joint venture is seventy-five percent (75%) and the TWC interest in the joint venture is twenty-five percent (25%). The hotel started operations in mid-2022.

The joint venture was accounted for as a variable interest entity in accordance with ASC Topic 810, "Consolidations". The Company evaluated the provisions of this standard and determined that the joint venture should be consolidated as the Company has both the power to direct the activities of the joint venture and will participate in the benefits.

Notes to Consolidated Financial Statements

November 30, 2022

The Company has consolidated the results of the Denver 3560 joint venture as of November 30, 2022 and 2021. The contribution by the Company was \$0.7 million and \$0.7 million in the fiscal years ending November 30, 2022 and 2021, respectively, with total contributions of \$6.8 million since inception. The contribution by TWC was \$0.2 million and \$0.2 million in the fiscal years ending November 30, 2022 and 2021, respectively, with total contributions of \$2.3 million since inception through November 30, 2022. The total contributions were used primarily for the land purchase, development and other start-up construction related costs, which are included in hotel investments, net in the Consolidated Statements of Financial Position. The equity contribution from the joint venture partner of \$2.3 million, offset by 25% of the net loss from operations amounting to \$0.3 million, are included in non-controlling interests in the Consolidated Statements of Financial Position. The contributions by TWC are presented as a supplemental disclosure in the Consolidated Statements of Cash Flows.

(17) Construction Loans

Denver 3560

In March 2020, Denver 3560 entered into an initial Construction Loan Agreement (the "Denver Loan") with UMB Bank, which allowed Denver 3560 to request advances up to \$21.6 million. In July 2021, this Denver Loan was modified to increase the availability of loan advances from \$21.6 million to \$24.4 million. For the period May 1, 2020 through April 1, 2023, interest on the outstanding principal balance of the Denver Loan is due and payable monthly. Beginning April 1, 2023, through the maturity date of March 11, 2027, principal and interest are due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Denver Loan over a twenty-five (25) year period. The outstanding principal balance of this Denver Loan is due and payable on the maturity date. Principal due over the next five years as of November 30, 2022 is as follows (in thousands):

Years ending November 30,	Principal
2023	\$ 424
2024	644
2025	665
2026	687
2027	21,365
Total	\$ 23,785

The interest rate on the Denver Loan is a fixed annual rate of 3.21% and is computed and accrued on an ACT/360 basis. The Denver Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowings of \$23.8 million and \$14.6 million as of November 30, 2022 and 2021, respectively. The current portion of \$0.4 million and \$0.0 million is included in accounts payable and accrued liabilities and \$23.4 million and \$14.6 million is included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2022 and 2021, respectively.

Interest costs of \$0.5 million and \$0.2 million were capitalized and included in hotel investments, net in the Consolidated Statements of Financial Position for the years ended November 30, 2022 and 2021, respectively. Accrued interest of \$0.7 million and \$0.2 million was included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2022 and 2021, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2022 and 2021, the Company was in compliance with all covenants.

Notes to Consolidated Financial Statements

November 30, 2022

DevCo Tempe

In October 2020, company wholly owned DevCo Tempe entered into a Construction Loan Agreement (the “Tempe Loan”) with UMB Bank. Under terms of the Tempe Loan, DevCo Tempe can request advances up to \$15.3 million. For the period November 1, 2020 through October 31, 2023, interest on the outstanding principal balance of the Tempe Loan is due and payable monthly. Beginning November 1, 2023, through the maturity date of October 2, 2027, principal and interest are due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Tempe Loan over a twenty-five (25) year period. The outstanding principal balance of this Tempe Loan is due and payable on the maturity date. Principal due over the next five years as of November 30, 2022 is as follows (in thousands):

Years ending November 30,	Principal
2023	\$ 74
2024	372
2025	386
2026	399
2027	13,343
Total	\$ 14,574

The interest rate on the Tempe Loan is a fixed annual rate of 3.50% and is computed and accrued on an ACT/360 basis. The Tempe Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowed \$14.6 million and \$10.4 million as of November 30, 2022 and 2021, respectively. The current portion of \$0.1 million and \$0.0 million is included in accounts payable and accrued liabilities and \$14.5 million and \$10.4 million is included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2022 and 2021, respectively.

Interest costs of \$0.2 million and \$0.1 million were capitalized and included in hotel investments, net in the Consolidated Statements of Financial Position for the years ended November 30, 2022 and 2021, respectively. Accrued interest of \$0.3 million and \$0.1 million was included in non-current construction loans in the Consolidated Statements of Financial Position at November 30, 2022 and 2021, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2022 and 2021, the Company was in compliance with all covenants.

(18) Subsequent Events

In connection with the preparation of the consolidated financial statements, the Company evaluated events and transactions occurring after November 30, 2022, for potential recognition or disclosure. The Company has evaluated its subsequent events through February 21, 2023, the date financial statements were available to be issued.

Report of Independent Auditors

To the Board of Directors and Members of Best Western International, Inc.

We have audited the accompanying consolidated financial statements of Best Western International, Inc. (the Company), which comprise the consolidated statements of financial position as of November 30, 2021 and 2020, and the related consolidated statements of revenues and expenses, other comprehensive revenues and expenses, cash flows and changes in net assets for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

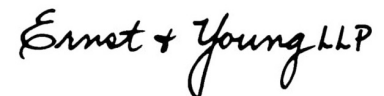
Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Best Western International, Inc. at November 30, 2021 and 2020, and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Adoption of Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers (Topic 606)"

As discussed in Note 1(u) to the financial statements, the Company changed its method for recognizing revenue from contracts with its customers as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," and the subsequently issued amendments, effective December 1, 2020 using the full retrospective adoption method. Our opinion is not modified with respect to this matter.

Phoenix, Arizona
February 18, 2022



Consolidated Statements of Financial Position

(in thousands)	As of November 30,	
	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 244,555	\$ 173,533
Restricted cash	10,613	9,795
Short-term investments	16,509	39,465
Accounts receivable, principally from Members, net	62,626	30,126
Prepaid expenses and other current assets	14,803	14,051
TOTAL CURRENT ASSETS	349,106	266,970
Property, equipment and computer software, net	27,668	26,545
Hotel investments	41,966	12,608
Long-term investments	17,467	36,115
Restricted Rabbi Trust investments	24,715	-
Deferred income taxes	50,383	45,746
Other assets, net	25,437	28,816
TOTAL ASSETS	\$ 536,742	\$ 416,800
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 70,600	\$ 47,984
Current frequent stay program liability	88,837	72,154
Current deferred revenue	16,261	16,055
Deposits	12,617	12,292
Income taxes payable	1,294	411
Line of credit	-	-
TOTAL CURRENT LIABILITIES	189,609	148,896
Non-current frequent stay program liability	190,471	181,323
Non-current deferred affiliation fee revenue	49,170	51,119
Non-current deferred compensation plans liability	24,248	23,045
Construction loans	24,950	-
TOTAL LIABILITIES	478,448	404,383
NET ASSETS:		
Retained earnings	56,134	11,169
Accumulated other comprehensive income (loss)	135	(543)
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	56,269	10,626
Non-controlling interests	2,025	1,791
TOTAL NET ASSETS	58,294	12,417
TOTAL LIABILITIES AND NET ASSETS	\$ 536,742	\$ 416,800

See accompanying notes to consolidated financial statements.

Consolidated Statements of Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2021	2020
REVENUES:		
Fees, dues and assessments	\$ 232,086	\$ 178,039
Program revenues	109,038	96,934
Other revenues	36,712	32,987
TOTAL REVENUES	377,836	307,960
EXPENSES:		
Compensation, taxes and benefits	151,246	133,531
Advertising and promotion	83,808	34,332
Depreciation and amortization	13,146	13,984
General and administrative	61,177	78,847
Program cost of sales	12,580	11,775
TOTAL EXPENSES	321,957	272,469
Net gains on investments and interest income	4,954	3,005
Impairment of goodwill and other intangible assets	-	(2,497)
Excess of revenues over expenses before income taxes	60,833	35,999
Income tax provision	(15,868)	(9,297)
Excess of revenues over expenses	44,965	26,702
Excess of expenses over revenues attributable to non-controlling interests	-	117
EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 44,965	\$ 26,819

See accompanying notes to consolidated financial statements.

Consolidated Statements of Other Comprehensive Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2021	2020
EXCESS OF REVENUES OVER EXPENSES:		
Foreign currency translation adjustment, net of tax expense (benefit)	\$ 44,965 678	\$ 26,702 (611)
Comprehensive excess of revenues over expenses	45,643	26,091
Comprehensive excess of expenses over revenues attributable to non-controlling interests	-	117
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 45,643	\$ 26,208

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Excess of revenues over expenses	\$ 44,965	\$ 26,702
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:		
Depreciation and amortization	13,146	13,984
Impairment of goodwill and other intangible assets	-	2,497
Provision for doubtful accounts	(1,760)	19,335
Net gains on restricted Rabbi Trust investments	(3,823)	-
Amortization of bond discounts/premiums, net	105	57
Provision for deferred income taxes	(4,613)	(7,390)
Loss on disposition of property, equipment and computer software	64	185
Changes in assets and liabilities:		
Accounts receivable	(30,758)	19,499
Prepaid expenses and other current assets	(760)	19,607
Income taxes	893	353
Other assets, net	2,182	(2,235)
Accounts payable, accrued liabilities and deferred compensation plans liability	19,390	(26,106)
Deferred revenue	(1,722)	(2,338)
Frequent stay program liability	25,830	3,381
Deposits	1,002	(2,016)
NET CASH PROVIDED BY OPERATING ACTIVITIES	64,141	65,515
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from maturity of investments	41,500	62,747
Purchase of investments	-	(19,379)
Development costs of hotel investments	(24,976)	(9,578)
Fund restricted Rabbi Trust investments	(20,661)	-
Purchase of property, equipment and computer software	(12,719)	(8,226)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	(16,856)	25,564
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from construction loans	24,684	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	24,684	-
Net increase in cash and cash equivalents, and restricted cash	71,969	91,079
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	(129)	(197)
Cash and cash equivalents, and restricted cash at beginning of period	183,328	92,446
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 255,168	\$ 183,328

Continues on next page.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2021	2020
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest, net of capitalized interest of \$266 and \$0 for the years ended November 30, 2021 and 2020, respectively	\$ 23	\$ 30
Income taxes	19,836	16,230
Income tax refunds received	\$ 195	\$ 55
Non-cash investing activities:		
Disposal of fully depreciated property, equipment and computer software	\$ 5,445	\$ 2,118
Accrued additions to hotel investments	4,148	922
Accrued additions to property, equipment and computer software	421	325
Employee contributions to the restricted Rabbi Trust investments	231	-
Non-cash financing activities:		
Equity contribution from joint venture partner	\$ 234	\$ 1,142

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Net Assets

(in thousands)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Net Assets
Balance - November 30, 2019	\$ 99,045	\$ 68	\$ 619	\$ 99,732
Adoption of ASU 2014-09 (see note 1(u))	(114,548)	-	-	(114,548)
Total excess of revenues over expenses	26,819	-	(117)	26,702
Foreign currency translation adjustment	-	(611)	-	(611)
Contributions from non-controlling interests	-	-	1,142	1,142
Non-cash acquisition of non-controlling interest	(147)	-	147	-
Balance - November 30, 2020	11,169	(543)	1,791	12,417
Total excess of revenues over expenses	44,965	-	-	44,965
Foreign currency translation adjustment	-	678	-	678
Contributions from non-controlling interests	-	-	234	234
Balance - November 30, 2021	\$ 56,134	\$ 135	\$ 2,025	\$ 58,294

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

November 30, 2021

(1) Business, Organization and Summary of Significant Accounting Policies

(a) Nature of Business

Best Western International, Inc. and its consolidated subsidiaries ("Best Western" or the "Company") is a membership organization incorporated as a non-profit corporation in the State of Arizona. The Company is a membership association of hotels established solely to provide revenue generating opportunities and to leverage marketing and purchasing power to benefit the holders of the Company's membership interests (the "Members"). The exceptions to the membership structure are the wholly owned subsidiaries: (i) SureStay, Inc. ("SureStay"), which is a franchisor, (ii) soft brand licensees, (iii) World Hotels GmbH ("WorldHotels"), (formerly known as World Hotels AG), which is a licensor, (iv) AutoClerk, Inc. ("AutoClerk"), which provides property management services, and (v) BWI DevCo Tempe, LLC ("DevCo Tempe"), which owns and is developing a Best Western branded hotel. The Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and T.W.C. LLC ("TWC"), entered into a joint venture Contribution Agreement and formed Denver 3560, LLC ("Denver 3560"), a Colorado limited liability company to develop, build, own and operate a Best Western branded hotel.

Best Western branded hotels, SureStay branded hotels, and WorldHotels branded hotels, collectively referred to as BWH Hotel Group ("BWHG"), are located throughout the world. As of November 30, 2021, there are approximately 4,500 hotels in over 100 countries and territories worldwide associated with BWHG, that are activated or currently in the development pipeline to be activated on our reservations platform.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of the Company, our wholly owned subsidiaries and entities in which the Company has a controlling financial interest, including variable interest entities where the Company is the primary beneficiary.

The determination of a controlling financial interest is based upon the terms of the governing agreements of the respective entities, including the evaluation of rights held by other ownership interests. If the entity is considered to be a variable interest entity, the Company determines whether the Company is the primary beneficiary, and then consolidates those variable interest entities for which the Company has determined that the Company is the primary beneficiary.

All significant intercompany transactions and balances are eliminated in consolidation.

(c) Basis of Presentation

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. The coronavirus ("COVID-19") pandemic began in early 2020 and had a significant impact on our results for the twelve months ended November 30, 2020, which has continued in 2021. Management is making estimates and judgments in light of these circumstances and actual results are unlikely to be comparable to past performance or indicative of future performance and could differ materially from our estimated amounts. In our opinion, the consolidated financial statements reflect all adjustments, including normal recurring items, considered necessary for a fair presentation of financial performance.

(d) Reclassifications

In the Consolidated Statements of Financial Position as of November 30, 2020, property, equipment and computer software, net of \$12.6 million was reclassified to hotel investments to conform with the current year presentation.

In the Consolidated Statements of Revenues and Expenses for the year ended November 30, 2021, other revenues of \$3.0 million was reclassified to net gains on investments and interest income, and general and administrative expenses of \$2.5 million was reclassified to impairment of goodwill and other intangible assets to conform with the current year presentation.

Notes to Consolidated Financial Statements

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(e) *Cash and Cash Equivalents*

Cash and cash equivalents include highly liquid money market instruments that have original maturities of three months or less at the date of purchase.

(f) *Restricted Cash*

Restricted cash is primarily comprised of annual dues paid by Members prior to the related service period. Annual dues are held in a custodial account and are not available to the Company until December of the following fiscal year. As of November 30, 2021 and 2020, there was \$10.6 million and \$9.8 million of restricted cash, respectively.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statements of Financial Position that sum to the total of such amounts shown in the Consolidated Statements of Cash Flows:

(in thousands)	As of November 30,	
	2021	2020
Cash and cash equivalents	\$244,555	\$173,533
Restricted cash	10,613	9,795
Total cash and cash equivalents, and restricted cash shown in the consolidated statements of cash flows	\$255,168	\$183,328

(g) *Investments*

Investments consist of certificates of deposits, U.S. treasury and government agency bonds, and corporate bonds, and are classified as short-term or long-term investments based on maturity dates. The Company has not recognized any investment impairments during the years ended November 30, 2021 and 2020.

(h) *Restricted Rabbi Trust Investments*

The Company has a Nonqualified Deferred Compensation Plan ("NQP") in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP was restated effective December 1, 2020, to provide for the use of a Rabbi Trust and to amend the design of the Company's contributions ("Amendment"). Effective December 1, 2020, the Company established a NQP Rabbi Trust (the "Trust"), whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. The investments included in this Trust are carried at fair value, and recorded in restricted Rabbi Trust investments in the Consolidated Statements of Financial Position (see note 12).

(i) *Fair Value of Financial Instruments*

The carrying amount reflected in the Consolidated Statements of Financial Position for cash and cash equivalents, other assets, accounts receivable and accounts payable approximate their respective fair values based on their liquidity and/or the short-term nature of these instruments. The Company measures and discloses the estimated fair value of financial assets and liabilities utilizing a hierarchy of valuation techniques based on whether the inputs to a fair value measurement are considered to be observable or unobservable in a marketplace. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. This hierarchy requires the use of observable market data when available. These inputs have created the following fair value hierarchy:

- Level 1 – quoted prices for identical instruments in active markets;
- Level 2 – quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and
- Level 3 – fair value measurements derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The Company measures fair value using a set of standardized procedures for all assets and liabilities which are required to be measured at their estimated fair value on either a recurring or non-recurring basis. When available, the Company

Notes to Consolidated Financial Statements

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utilizes quoted market prices from an independent third-party source to determine fair value and classifies such items in Level 1.

In accordance with the fair value accounting requirements, companies may choose to measure eligible financial instruments and certain other items at fair value. The Company has not elected the fair value option for any eligible financial instruments.

The investments in the Trust are restricted and are designated as trading securities and carried at fair value. The fair market value of these restricted investments are measured using Level 1 inputs (quoted prices for identical assets in active markets).

The following tables present information about the carrying value of the Company's financial assets compared to fair value as of November 30, 2021 and 2020, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value. The investments in certificates of deposits, U.S. treasury and government agency bonds, and corporate bonds are included in short-term and long-term investments in the Consolidated Statements of Financial Position, and the investments held in a restricted Rabbi Trust are included in restricted Rabbi Trust investments in the Consolidated Statements of Financial Position.

Carrying Value vs. Fair Value Measurements

(in thousands)	November 30, 2021			
	Carrying Value	Total	Fair Value	
			Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments in certificates of deposits	\$ 9,750	\$ 9,904	\$ 9,904	\$ -
U.S. treasury and government agency bonds	11,051	11,126	11,126	-
Corporate bonds	13,175	13,298	-	13,298
Restricted Rabbi Trust investments	24,715	24,703	24,703	-
Total	\$ 58,691	\$ 59,031	\$ 45,733	\$ 13,298

(in thousands)	November 30, 2020			
	Carrying Value	Total	Fair Value	
			Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments in certificates of deposits	\$ 15,250	\$ 15,674	\$ 15,674	\$ -
U.S. treasury and government agency bonds	32,072	32,598	32,598	-
Corporate bonds	28,258	28,783	-	28,783
Total	\$ 75,580	\$ 77,055	\$ 48,272	\$ 28,783

(j) *Property, Equipment and Computer Software and Hotel Investments*

Property, equipment and computer software and hotel investments are recorded at cost. Costs of improvements that extend the economic life or improve service potential are also capitalized. Depreciation on land improvements, buildings, and furniture and equipment is computed using straight-line and accelerated methods over estimated useful lives ranging from 3 to 39 years. Leasehold improvements are amortized on a straight-line basis over the shorter of the related lease term or the estimated useful lives of the assets.

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Purchased software license fees and related implementation costs, and costs to develop software for internal use are capitalized and amortized on a straight-line basis over a three-year useful life. Repair and maintenance costs are charged to expenses as incurred.

The Company is developing two hotels and the amounts related to these development projects are included in hotel investments in the Consolidated Statements of Financial Position (see notes 6, 15, and 16).

(k) *Goodwill and Other Intangible Assets*

Goodwill arises from business combinations and represents the excess of the cost of an acquired entity over the net fair value amounts that were assigned to the identifiable assets acquired and the liabilities assumed. Goodwill is amortized on a straight-line basis over a ten-year useful life and is tested for impairment if circumstances indicate that the goodwill carrying value may exceed its fair value. Goodwill is included in other assets, net in the Consolidated Statements of Financial Position.

Other intangible assets include acquired customers, developed technologies, and trademarks and trade names resulting from business acquisitions. Other intangible assets are valued based on their acquisition date fair values and, other than trademarks and trade names, are amortized using the straight-line method over their estimated useful lives, ranging from 7.5 years to 10 years. Other intangible assets are included in other assets, net in the Consolidated Statements of Financial Position.

The Company evaluates the potential impairment of goodwill and other intangible assets annually. 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 intangible assets is less than its carrying amount. If the conclusion is that the fair value of the assets is not more likely than not less than its carrying value, then no further testing is required. If the conclusion is that the fair value of the assets is more likely than not less than its carrying value, then a quantitative impairment test is performed. For intangible assets, if the carrying value is greater than the fair value of the assets, an impairment charge is recognized for this excess. The Company may elect to forgo the qualitative assessment and move directly to the quantitative impairment tests for goodwill and other intangible assets. The Company determines the fair value of its reporting units and intangible assets using income and market methods.

Goodwill has been allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. The Company performed the quantitative impairment test for the WorldHotels reporting unit in both 2021 and 2020. As of August 31, 2020, the Company determined that the carrying value of the WorldHotels reporting unit exceeded the fair value. As a result, the Company recognized an impairment charge of \$0.7 million for goodwill and \$1.8 million for acquired customers, which is included in impairment of goodwill and other intangible assets in the Consolidated Statements of Revenues and Expenses during the year ended November 30, 2020. As of November 30, 2021, the Company determined that the fair value of the WorldHotels reporting unit exceeded the carrying value and no impairment was recorded. The Company performed the qualitative impairment analysis for the AutoClerk reporting unit during both 2021 and 2020, concluding that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount (see note 14).

(l) *Impairment or Disposal of Long-Lived Assets*

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Other than noted above in note 1(k), the Company has not recognized any impairments during the years ended November 30, 2021 and 2020.

(m) *Income Taxes*

The Company utilizes the liability method of accounting for income taxes whereby deferred taxes are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse.

Recognition of deferred tax assets is limited to amounts considered by management to be more likely than not realized in future periods.

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The Company assesses whether a valuation allowance should be established based on its determination of whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Both positive and negative evidence is considered when determining the necessity of the valuation allowance as well as the sources of taxable income supporting the realization of the deferred tax assets, including taxable income in carryback years, future reversals of existing taxable temporary differences, tax-planning strategies and projected taxable income from future operations.

Based on the history of positive earnings, in addition to the expected reversal of taxable temporary differences and forecasted positive results of operations, management determined, based on its assessment of both positive and negative evidence and objective and subjective evidence, that it is more likely than not that the Company will realize its deferred tax assets, with the exception of certain deferred tax assets related to foreign net operating losses, ("NOL"), and foreign tax credit, ("FTC"), carryforwards. The Company has provided a valuation allowance against net deferred tax assets for certain foreign loss entities as the realization of such assets are not more likely than not to occur.

As of November 30, 2021, the Company had foreign NOL carryforwards of \$7.9 million and U.S. FTC carryforwards of \$0.6 million. The foreign NOLs will not expire and will carryforward indefinitely. The FTC carryforwards were generated in the years ended November 30, 2019 and 2020, in the amounts of \$0.2 million and \$0.4 million, respectively, and expire in the years ended November 30, 2029 and 2030, respectively.

The Company reviews uncertain tax positions taken, or expected to be taken, in the course of preparing the Company's tax returns to determine whether the tax positions are more likely than not of being sustained by the applicable tax authority. Management of the Company is required to analyze all open tax years, as defined by the statutes of limitations for all major jurisdictions, which include federal, state, and foreign. As of November 30, 2021 and 2020, the Company has not recognized any asset or liability for unrecognized income tax benefits or liabilities. It is the Company's policy to recognize interest and penalties related to uncertain tax positions as a component of the income tax provision.

(n) Revenue Recognition

Fees, dues and assessments

Fees, dues and assessments are established by the membership and the Board of Directors to compensate the Company for providing services to Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees. The Company has performance obligations to provide hotel support, marketing, and technology services, and a license to our hotel system intellectual property for the use of our brand names. Our performance obligations are a series of distinct goods or services, for which we receive the following types of variable consideration through our membership agreements with our Members. Monthly fees and assessments (which include advertising, sales and marketing and technology) represent fixed and variable consideration and are billed monthly and recognized as revenue in the same month as the services are provided and charges become fixed or determinable and payable. Annual dues are established, billed and payable each year for continuing membership during the succeeding year. Annual dues are recognized as revenue ratably in the year to which the continuing membership applies. Any Member may resign from the Company at any time, but if the Member resigns or is terminated, fees and dues become immediately due and payable per the terms of the applicable contract and are recognized as revenue when cash is received regardless of the term of the contract.

Affiliation fee revenues from Best Western branded hotels are fixed consideration payable upon approval of the Member or licensee by the Board of Directors and acceptance of membership or license terms by the property owner. These revenues are recognized on a straight-line basis over the hotelier's expected life as a BWHG branded hotel or over the initial contract term. SureStay franchisee initial fees are due upon execution of a franchise agreement and recognized over the initial term of the franchise agreement. WorldHotels hotel integration fees are recognized on a straight-line basis over the expected life as a WorldHotels branded hotel. Affiliation fee revenues were \$7.8 million and \$7.1 million for the years ended November 30, 2021 and 2020, respectively.

Best Western Rewards® frequent stay program ("BWR® program")

The Company administers the BWR program for the benefit of BWHG and BWR program members. Under our BWR program, we have a performance obligation to provide or arrange for the provision of goods or services between BWR program members and BWHG hotels in exchange for the redemption of points earned from past activities. Costs of operating the BWR program, including costs for marketing, promotion, and other member services, are charged to

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the BWHG hotels through an assessment fee that is based on members' qualified expenditures. The assessment fees received from the BWHG hotels are deferred and recognized as program revenues as the loyalty points are redeemed and the related service, net of redemption expense, is provided. The amount of revenue the Company recognizes upon point redemption is impacted by the Company's estimate of the "breakage" for points that BWR members will never redeem. The Company estimates breakage based on historical experience and expectations of future BWR member behavior. All BWR program costs are recognized as incurred.

Program revenues in excess of redemption costs are used to fund the operational expenses of the program.

Best Western Travel Card® (a card having no expiration date and no usage or non-usage fees) revenue is recognized when: (i) the Best Western Travel Card is redeemed, or (ii) the likelihood of the Best Western Travel Card being redeemed is remote (Best Western Travel Card breakage), and the Company determines that there is not a legal obligation to remit the unredeemed Best Western Travel Card balance to the relevant jurisdiction. The determination of the Best Western Travel Card breakage rate is based upon Company specific historical redemption patterns. Best Western Travel Card breakage is included in program revenues in the Consolidated Statements of Revenues and Expenses.

Other revenues in the Consolidated Statements of Revenues and Expenses consist of international fees and other fees from hotelier meetings, training, quality assurance inspections and other services, and are recognized in the month the services are provided. International fees include fees and charges for reservations and other services billed to international organizations monthly and were \$16.5 million and \$16.7 million for the years ended November 30, 2021 and 2020, respectively.

All other revenue sources, such as program fees, are recognized in the month that the product or service is provided. Revenues, including rebates from vendors, and associated costs of product sold to hoteliers when the Company does not assume the risk and rewards of ownership of the product, is not the primary obligator, and does not possess other indicators of gross reporting, are reported as a net amount earned and included in program revenues in the Consolidated Statements of Revenues and Expenses.

(o) *Significant Estimates and Assumptions*

Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Actual results could differ from those estimates.

(p) *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable, principally from Members, net.

The Company has concentrated its credit risk for cash by maintaining deposits in financial institutions which exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash and cash equivalents.

Accounts receivable, principally from Members, net, are primarily from Member, franchisee, licensee fees and services, and product sales. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of hoteliers, located throughout the world, comprising the Company's customer base. The Company does not require collateral within credit limits established. In those instances when a Member, franchisee, or licensee requests product in excess of the credit limit allowed by Company policy, the Company requests a letter of credit, deposit, or prepayment to secure the collection of accounts receivable. The Company performs ongoing evaluations of its hotelier receivables; non-payment can lead to cancellation of the applicable Best Western membership, license or franchise.

(q) *Advertising Costs*

Advertising costs are expensed as incurred and recorded as advertising and promotion expenses.

(r) *Foreign Currency*

Non-U.S. dollar assets and liabilities are remeasured using period-end exchange rates; income and expense items are remeasured at average exchange rates prevailing during the periods reported. Exchange rate gains and losses,

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unrealized and realized, are included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses and were approximately a \$0.9 million loss and a \$0.5 million gain during the years ended November 30, 2021 and 2020, respectively.

(s) *Self-Insurance Programs*

The Company self-insures for certain levels of employee medical and dental coverage. For medical, the Company accrues estimated costs of this self-insurance program based on its history of claims experience and the estimated time lag between the incident and the date claims are payable. Because of the short-term nature of the time lag, no discount rate is used when evaluating the present value of the projected settlements. The ultimate cost of claims for a covered period may differ from the original estimates.

(t) *Recent Accounting Guidance Not Yet Adopted*

In August 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2018-15 "Intangibles - Goodwill and Other - Internal Use Software (Subtopic 350-40)", which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The standard is effective for fiscal years beginning after December 15, 2020 for private companies and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In November 2019, the FASB issued ASU 2019-10 "Leases (Topic 842): Effective Dates" ("ASU 2019-10"). This was related to prior standards issued by the FASB, including ASU 2019-01 "Codification Improvements", which was issued in March 2019, and ASU 2018-11 "Targeted Improvements" which was issued in July 2018, amending ASU 2016-02 "Leases", which was issued in February 2016. This new guidance is intended to improve financial reporting regarding leasing transactions. These new standards will require companies that lease assets to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. ASU 2019-10 deferred the effective date for private companies by one year to be effective for fiscal years beginning after December 15, 2020 for private companies and early adoption is permitted. In June 2020, the FASB issued ASU 2020-05 "Leases (Topic 842): Effective Dates for Certain Entities", which allows for private companies to elect to defer adoption of the guidance by one additional year to become effective for reporting periods beginning after December 15, 2021 and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In November 2019, the FASB issued ASU 2019-10 "Financial Instruments – Credit Losses (Topic 326): Effective Dates". This was related to prior standards issued by the FASB, including ASU 2019-04 "Codification Improvements", which was issued in April 2019, ASU 2018-19 "Codification Improvements", which was issued in November 2018 amending ASU 2016-13 "Financial Instruments — Credit Losses", which was issued in June 2016. The main objective of this new guidance is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. ASU 2019-10 defers the effective date for private companies by two years. The standard is effective for fiscal years beginning after December 15, 2022 for private companies and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In December 2019, the FASB issued ASU 2019-12 "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes". This new guidance is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The standard is effective for fiscal years beginning after December 15, 2021 for private companies and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

(u) *New Accounting Standards Adopted*

In August 2018, the FASB issued ASU 2018-13 "Fair Value Measurement (Topic 820): Disclosure Framework Changes to the Disclosure Requirements for Fair Value Measurement", which modifies the disclosure requirements on fair value measurements in Topic 820, Fair Value Measurement, based on the concepts in the Concepts Statement, including the consideration of costs and benefits. The Company adopted this guidance in the first quarter of fiscal year 2021. There was no impact on the Company's financial statements.

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In March 2021, the FASB issued ASU 2021-03 “Intangibles—Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events”, which provides private companies and not-for-profit entities with an accounting alternative to perform the goodwill impairment triggering event evaluation as required in Subtopic 350-20 as of the end of the reporting period, whether the reporting period is an interim or annual period. An entity that elects this alternative is not required to monitor for goodwill impairment triggering events during the reporting period but instead, should evaluate the facts and circumstances as of the end of each reporting period to determine whether a triggering event exists and if so, whether it is more likely than not that goodwill is impaired. The Company adopted this guidance in fiscal year 2021. There was no impact on the Company’s financial statements.

In May 2014, the FASB issued ASU 2014-09 “Revenue from Contracts with Customers (Topic 606)”. Subsequent to that date, the “FASB” issued several related ASUs. These ASUs (collectively referred to as “ASU 2014-09”) supersede the revenue recognition requirements in Topic 605. On December 1, 2020, the Company adopted the requirements of ASU 2014-09 using the full retrospective approach as of December 1, 2019. All amounts and disclosures set forth in these consolidated financial statements reflect the necessary adjustments required for the adoption of this standard, including the reclassification of prior period balances to conform to current year presentation.

When the Company adopted ASU 2014-09, the Company applied the following expedients and exemptions, which are allowed by the standard, to our prior year audited Financial Statements and disclosures:

- The Company used the transaction price at the date of contract completion for our contracts that had variable consideration and were completed before December 1, 2020.
- The Company considered the aggregate effect of all contract modifications that occurred before December 1, 2019 when: (i) identifying satisfied and unsatisfied performance obligations, (ii) determining the transaction price, and (iii) allocating the transaction price to the satisfied and unsatisfied performance obligations.
- The Company did not: (i) disclose the amount of the transaction price that the Company allocated to remaining performance obligations, or (ii) include an explanation of when the Company expects to recognize the revenue allocated to remaining performance obligations.

The cumulative effect of adopting ASU 2014-09 was a decrease in retained earnings of \$114.5 million as of December 1, 2019, primarily relating to the deferral of revenue previously recognized for: (i) BWR points which were previously recognized at time of point issuance, to time of point redemption, and (ii) affiliation fees which were previously recognized at the time of Board approval, to over the hotelier’s expected life as a BWHG branded hotel or over the initial contract term.

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The following tables present the impact of the changes made to our consolidated financial statements as a result of the adoption of ASU 2014-09 (see the Consolidated Statements of Changes in Net Assets for the impact of the adoption of this accounting standard on net assets). These tables do not reflect reclassifications to conform to current year presentation that are unrelated to ASU 2014-09 (see note 1(d)).

Consolidated Statement of Financial Position

	As of November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
(in thousands)			
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 173,533	\$ -	\$ 173,533
Restricted cash	9,795	-	9,795
Short-term investments	39,465	-	39,465
Accounts receivable, principally from Members, net	30,126	-	30,126
Prepaid expenses and other current assets	13,193	858	14,051
TOTAL CURRENT ASSETS	266,112	858	266,970
Property, equipment and computer software, net	39,153	-	39,153
Long-term investments	36,115	-	36,115
Deferred income taxes	8,220	37,526	45,746
Other assets, net	15,681	13,135	28,816
TOTAL ASSETS	\$ 365,281	\$ 51,519	\$ 416,800
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES:			
Accounts payable and accrued liabilities	\$ 47,984	\$ -	\$ 47,984
Current frequent stay program liability	40,660	31,494	72,154
Current deferred revenue	12,447	3,608	16,055
Deposits	12,292	-	12,292
Income taxes payable	411	-	411
TOTAL CURRENT LIABILITIES	113,794	35,102	148,896
Non-current frequent stay program liability	101,707	79,616	181,323
Non-current deferred affiliation fee revenue	-	51,119	51,119
Non-current deferred compensation plans liability	23,045	-	23,045
TOTAL LIABILITIES	238,546	165,837	404,383
NET ASSETS:			
Retained earnings	125,487	(114,318)	11,169
Accumulated other comprehensive loss	(543)	-	(543)
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	124,944	(114,318)	10,626
Non-controlling interests	1,791	-	1,791
TOTAL NET ASSETS	126,735	(114,318)	12,417
TOTAL LIABILITIES AND NET ASSETS	\$ 365,281	\$ 51,519	\$ 416,800

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Consolidated Statement of Revenues and Expenses

(in thousands)	Year Ended November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
REVENUES			
Fees, dues and assessments	\$ 176,628	\$ 1,411	\$ 178,039
Program revenues	127,811	(30,877)	96,934
Other revenues	35,992	-	35,992
TOTAL REVENUES	340,431	(29,466)	310,965
EXPENSES			
Compensation, taxes and benefits	133,518	13	133,531
Advertising and promotion	38,335	(4,003)	34,332
Depreciation and amortization	13,984	-	13,984
General and administrative	81,100	244	81,344
Program cost of sales	37,599	(25,824)	11,775
TOTAL EXPENSES	304,536	(29,570)	274,966
Excess of revenues over expenses before income taxes	35,895	104	35,999
Income tax provision	(9,423)	126	(9,297)
Excess of revenues over expenses	26,472	230	26,702
Excess of expenses over revenues attributable to non-controlling interests	117	-	117
EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 26,589	\$ 230	\$ 26,819

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**Consolidated Statement of Other
Comprehensive Revenues and Expenses**

(in thousands)	Year Ended November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
EXCESS OF REVENUES OVER EXPENSES	\$ 26,472	\$ 230	\$ 26,702
Foreign currency translation adjustment, net of tax benefit	(611)	-	(611)
Comprehensive excess of revenues over expenses	25,861	230	26,091
Comprehensive excess of expenses over revenue, attributable to non-controlling interests	117	-	117
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 25,978	\$ 230	\$ 26,208

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Consolidated Statement of Cash Flows

(in thousands)	Year Ended November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
CASH FLOWS FROM OPERATING ACTIVITIES:			
Excess of revenues over expenses	\$ 26,472	\$ 230	\$ 26,702
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:			
Depreciation and amortization	13,984	-	13,984
Impairment of goodwill and other intangible assets	2,497	-	2,497
Provision for doubtful accounts	19,335	-	19,335
Amortization of bond discounts/premiums, net	57	-	57
Provision for deferred income taxes	(7,263)	(127)	(7,390)
Loss on disposition of property, equipment and computer software	185	-	185
Changes in assets and liabilities:			
Accounts receivable	19,499	-	19,499
Prepaid expenses and other current assets	19,618	(11)	19,607
Income taxes	353	-	353
Other assets, net	(2,249)	14	(2,235)
Accounts payable, accrued liabilities and deferred compensation plans liability	(26,117)	11	(26,106)
Deferred revenue	(456)	(1,882)	(2,338)
Frequent stay program liability	1,618	1,763	3,381
Deposits	(2,016)	-	(2,016)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	65,517	(2)	65,515
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from maturity of investments	62,747	-	62,747
Purchase of investments	(19,379)	-	(19,379)
Purchase of property, equipment and computer software	(17,804)	-	(17,804)
NET CASH PROVIDED BY INVESTING ACTIVITIES	25,564	-	25,564
Net increase (decrease) cash and cash equivalents, and restricted cash	91,081	(2)	91,079
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	(199)	2	(197)
Cash and cash equivalents, and restricted cash at beginning of period	92,446	-	92,446
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 183,328	\$ -	\$ 183,328

Notes to Consolidated Financial Statements

November 30, 2021

Contract balances

The Company records a receivable as performance obligations are satisfied and there is an unconditional right to receive payment. Deferred revenue is recorded when the Company receives payment, or has the unconditional right to receive payment, in advance of the satisfaction of the Company's performance obligations related to initial affiliation fees and the BWR program.

Certain costs to obtain contracts with customers are capitalized and amortized on a straight-line basis over the hotelier's expected life as a BWHG branded hotel or over the initial contract term. The costs of obtaining a contract with a customer are recorded in prepaid expenses and other current assets, and other assets, net in our Consolidated Statements of Financial Position. The related amortization is recorded in compensation, taxes and benefits in our Consolidated Statements of Revenues and Expenses. The Company had capitalized costs to obtain contracts with customers of \$13.7 million and \$14.0 million at November 30, 2021 and 2020, respectively.

The contract asset balances consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Current contract assets	\$ 943	\$ 858
Long-term contract assets	12,740	13,136
Total contract assets	\$ 13,683	\$ 13,994

At November 30, 2021 and 2020, the contract liabilities balances related to affiliation fees and the BWR program include the following components and are included in current frequent stay program liability, current deferred revenue, non-current frequent stay program liability, and non-current deferred affiliation fee revenue in the Consolidated Statements of Financial Position:

(in thousands)	As of November 30,	
	2021	2020
Current contract liabilities	\$ 93,306	\$ 76,427
Long-term contract liabilities	239,641	232,442
Total contract liabilities	\$ 332,947	\$ 308,869

(in thousands)	As of November 30,	
	2021	2020
Liability related to the loyalty program	\$ 278,774	\$ 253,068
Affiliation fees received from hoteliers	54,173	55,801
Total contract liabilities	\$ 332,947	\$ 308,869

Notes to Consolidated Financial Statements

November 30, 2021

(2) Accounts Receivable, Principally from Members, net and Allowance for Doubtful Accounts

Accounts receivable, principally from Members, net primarily consists of amounts due from hoteliers with whom we have membership, franchise, or license agreements and include reimbursements of costs we incurred on behalf of the hoteliers. We record an allowance for doubtful accounts when losses are probable, based on an assessment of historical collection activity and current business conditions.

The activity in the allowance for doubtful accounts which is included in accounts receivable, principally from Members, net in the Consolidated Statements of Financial Position consists of the following:

(in thousands)	As of November 30,	
	2021	2020
Beginning balance	\$ 24,362	\$ 6,588
Recoveries	1,225	897
Provisions	(1,760)	19,335
Write offs	(2,614)	(2,458)
Ending balance	\$ 21,213	\$ 24,362

In the normal course of business, the Company extends credit to its hoteliers, tour operators, central bill accounts and other third parties. The Company evaluates the collectability of the accounts receivable balances based on a combination of factors. These factors include the type of relationship the Company has with the account, the prior experience the Company has with accounts in each relationship type, and an evaluation of current and projected economic conditions including the impact of COVID-19 as of the Consolidated Statements of Financial Position date. Due to the uncertainty and greater risk of collections of accounts receivable, the Company provided for an estimate to increase the provision for allowance for doubtful accounts as of November 30, 2020, and believe the estimate to be appropriate as of November 30, 2021. Actual collections of accounts receivable could differ from management's estimates.

(3) Prepaid Expenses and Other Current Assets

Prepaid expenses (primarily related to payments for insurance, software and hardware maintenance and support costs, third party internet, Global Distribution System's reservation fees, and advertising costs) and other current assets are expensed when services are rendered. Contract assets represent the current portion of the costs incurred to obtain a membership, licensee, or franchise agreement.

Prepaid expenses and other current assets consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Prepaid expenses other current assets	\$ 13,860	\$ 13,193
Current contract assets	943	858
Total	\$ 14,803	\$ 14,051

(4) Income Taxes

The income tax provision for the years ended November 30, 2021 and 2020 consisted of the following:

(in thousands)	Years Ended November 30,	
	2021	2020
Current:		
Federal	\$ 16,776	\$ 12,265
State	3,453	3,596
Foreign	275	646
Total current	20,504	16,507

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(in thousands)	Years Ended November 30,	
	2021	2020
Deferred:		
Federal	(3,795)	(5,265)
State	(737)	(1,313)
Foreign	(104)	(632)
Total deferred	(4,636)	(7,210)
Income tax provision	\$ 15,868	\$ 9,297

The provision for income tax differs from that computed using the federal statutory rate applied to income before taxes as follows:

(in thousands)	Years Ended November 30,	
	2021	2020
Income taxes computed at statutory rates	\$ 12,774	\$ 7,560
State taxes, net of federal benefit	2,089	1,526
Valuation allowance	1,493	7
Other non-deductible items	189	382
Non-deductible meals and entertainment	103	184
Foreign tax credit	60	975
Foreign-derived intangible income	(546)	(863)
Other	(294)	(474)
Income tax provision	\$ 15,868	\$ 9,297

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities as of November 30, 2021 and 2020 are presented below:

(in thousands)	As of November 30,	
	2021	2020
Deferred tax assets:		
Loyalty program	\$ 31,232	\$ 27,192
Deferred revenue	9,997	10,334
Deferred compensation plans	7,298	6,248
Allowance for doubtful accounts	5,237	6,020
Net operating loss	2,559	1,629
Compensated absences	1,424	1,067
Travel Card liability	1,042	798
Acquisition of new trademarks and trade names	729	776
Tax credits	572	-
Free night voucher liability	132	101
Total deferred tax assets	60,222	54,165
Deferred tax liabilities:		
Fixed assets	4,336	4,219
Prepaid expenses	1,638	1,439
Intangible assets	422	1,111
Other	337	37
Total deferred tax liabilities	6,733	6,806
Less valuation allowance	(3,106)	(1,613)
Net deferred tax assets	\$ 50,383	\$ 45,746

Notes to Consolidated Financial Statements

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As of November 30, 2021 and 2020, the Company had no unrecognized tax benefits which would impact the Company's effective tax rate if recognized, and the Company has no accrued interest or penalties related to uncertain tax positions. Management is unaware of any provisions that need to be made for any penalties and fees that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty and the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

The Company is subject to taxation and files income tax returns in the U.S. federal jurisdiction and in many state and foreign jurisdictions. Currently, the Company has statutes of limitation open in various states ranging from fiscal years ended November 30, 2017 through November 30, 2020, tax years 2016 through 2019. The federal statute of limitations is currently open from fiscal years ended November 30, 2018 through November 30, 2020, tax years 2017 through 2019.

The Company has not provided for applicable income or withholding taxes on the undistributed earnings from continuing operations of its subsidiaries operating outside of the United States. Undistributed net income of these subsidiaries as of November 30, 2021 and 2020 net to zero. Any undistributed earnings are considered permanently reinvested.

(5) Property, Equipment and Computer Software, net

Property, equipment and computer software consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Property and equipment, at cost:		
Furniture and equipment	\$ 30,827	\$ 30,748
Buildings	19,244	19,261
Land	2,335	2,335
Leasehold improvements	2,632	2,706
Land improvements	1,234	1,244
Work in process	6	-
Property and equipment	56,278	56,294
Less accumulated depreciation	(45,365)	(43,311)
Property and equipment, net	10,913	12,983
Computer software, at cost:		
Developed	65,740	58,878
Purchased	15,800	17,913
Work in process	3,182	1,084
Computer software	84,722	77,875
Less accumulated amortization	(67,967)	(64,313)
Computer software, net	16,755	13,562
Property, equipment and computer software, net	\$ 27,668	\$ 26,545

Depreciation and amortization expense consisted of the following:

(in thousands)	Years Ended November 30,	
	2021	2020
Depreciation of property and equipment	\$ 2,672	\$ 4,036
Amortization of computer software	9,278	8,531
Depreciation and amortization of property, equipment and computer software	11,950	12,567
Amortization of goodwill and other intangible assets (Note 14)	1,196	1,417
Depreciation and amortization	\$ 13,146	\$ 13,984

Notes to Consolidated Financial Statements

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(6) Hotel Investments

In December 2019 and March 2020, the Company acquired land to develop two hotels, located in Tempe, Arizona, and Denver, Colorado, respectively. Property development costs, including property construction costs, interest and other financing fees, property taxes, architectural and engineering fees, and other direct and indirect development costs, are capitalized beginning when the development activity commences and ending when all infrastructure is substantially complete and the property is available for occupancy.

Both Tempe, Arizona, and the Denver, Colorado hotels were under construction as of November 30, 2021. Hotel investments consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Hotel investments, at cost:		
Land	\$ 6,985	\$ 6,985
Development in process	34,981	5,623
Hotel investments	\$ 41,966	\$ 12,608

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Recoverability of an asset held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If such asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset. Based on its evaluation of the hotel investments, determined using management estimates and other unobservable inputs, the Company concluded that no impairment occurred for the years ended November 30, 2021 and 2020.

(7) Line of Credit

In April 2020, the Company entered into an Uncommitted Revolving Line of Credit and Security Agreement (the "LOC Agreement") with the Royal Bank of Canada ("RBC"). The Company may request a credit advance up to \$160 million at a fixed or variable interest rate at the sole discretion of the Company under the LOC Agreement. The fixed rate is based on a RBC fixed rate plus 0.75%. The variable rate is based on the LIBOR rate(s) plus 0.75%. The LOC Agreement is secured by the Company's unencumbered and unrestricted marketable securities at RBC. Interest is due and payable monthly, with the principal due and payable upon demand of the bank. The Company had no outstanding borrowings against this line of credit at November 30, 2021 and 2020.

(8) Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Accrued compensation and benefits	\$ 23,600	\$ 13,757
Accounts payable	20,047	14,621
Accrued liabilities	18,635	11,754
Travel Card liability	8,318	7,852
Total	\$ 70,600	\$ 47,984

(9) Contingencies and Commitments

From time to time, the Company has been, and expects to continue to be, subject to legal proceedings and claims in the ordinary course of business. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources, divert management's attention from the Company's business objectives, and adversely affect the Company's business, results of operations, financial condition and cash flow.

The Company is committed to providing certain payments or credits to: (i) applicants who were offered an incentive to become

Notes to Consolidated Financial Statements

November 30, 2021

a new Member, and (ii) Members who were offered an incentive to allow approval of an application in a Member's protected area. These payments or credits are due and payable when the contract terms are met and refundable back to the Company or cease, pursuant to contract terms. As of November 30, 2021 and 2020, the amount of commitments not yet paid was \$11.2 million and \$10.4 million, respectively, which is not recorded in the Consolidated Statements of Financial Position.

(10) Leases

The Company leases certain office space, equipment and software under various operating leases, which expire on various dates through November 2025. Rental expenses on operating leases are recorded on a straight-line basis. Rental expense for operating leases was \$11.7 million and \$12.3 million for the years ended November 30, 2021 and 2020, respectively, and is included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Minimum future rentals on non-cancelable operating leases, having an initial or remaining term in excess of one year as of November 30, 2021 are as follows (in thousands):

Years ending November 30,	Equipment and Software	Office Space	Total Minimum Rental
2022	\$ 2,846	\$ 455	\$ 3,301
2023	2,680	390	3,070
2024	2,187	273	2,460
2025	200	127	327
2026 and thereafter	-	-	-
Total	\$ 7,913	\$ 1,245	\$ 9,158

(11) Employee Retirement Savings Plans

The Company sponsors a 401(k) investment plan which is available to all U.S. employees on the first day of service, and a Canadian Registered Retirement Savings Plan (the "RRSP") which is available to all Canadian employees on the first day of service. Under the plans, employees may contribute a percentage of their eligible wages to the plans, subject to maximum statutory regulations. The Company contributes 3% of the annual salary of all eligible employees to these plans.

The Company may also contribute a discretionary amount, as determined by the Board of Directors, up to 6% of employees' eligible compensation, to be allocated in proportion to the employees' contributions provided an employee has worked 1,000 hours during the plan year and is employed on the last day of the plan year.

The Company's expense related to the 401(k) investment plan was \$5.8 million and \$3.7 million for the years ended November 30, 2021 and 2020, respectively, and the Company's expense related to the RRSP was \$95.2 thousand and \$78.1 thousand for the years ended November 30, 2021 and 2020, respectively. These amounts are included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's liability related to the 401(k) investment plan was \$3.6 million and \$1.8 million as of November 30, 2021 and 2020, respectively, and \$55.7 thousand and \$35.3 thousand as of November 30, 2021 and 2020, respectively, for the RRSP and is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2021 and 2020, respectively.

(12) Deferred Compensation Plans and Restricted Rabbi Trust Investments

Nonqualified Deferred Compensation Plan ("NQP") and Restricted Rabbi Trust Investments

The Company has a NQP in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP is a defined contribution plan, in which participating employees may defer a percentage of their annual salaries and a percentage of any incentive compensation into the NQP. The NQP was restated effective December 1, 2020 to provide for the use of a restricted Rabbi Trust and to amend the design of the Company's contributions.

Prior to the Amendment, the Company's annual contributions were based on several formulas designed to restore benefits otherwise lost to participating employees due to statutory limits in the 401(k) investment plan and by an amount equal to the rate of the old age survivors and disability insurance tax under IRS code Section 3101 multiplied by a participant's compensation in excess of the social security tax base. Pursuant to the Amendment, the Company contributes: (i) a non-discretionary contribution of 3% of a participating employee's compensation each pay period, and (ii) an annual discretionary contribution, as determined by the Board of Directors, up to 9% of a participating employee's annual compensation.

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Effective December 1, 2020, the Company established a Trust, whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. It is the intention of the Company that the NQP and the Trust shall constitute an unfunded arrangement for the purpose of providing tax-deferred compensation in accordance with Title I of the Employee Retirement Income Security Act of 1974, as amended. It is also the intention of the Company to fund the Trust and have its assets invested in a manner that matches each participant's deemed investment elections under the NQP, so that the investment gains and losses of the Trust mirror the investment gains and losses credited/debited to participants' accounts. Accordingly, the Company has funded the Trust during fiscal year 2021, including an initial funding of \$20.2 million into the Trust in December 2020, based on amounts due and owing to participating employees at that time. The Trust balance was \$24.7 million as of November 30, 2021. Realized and unrealized gains and losses on these investments were gains of \$1.5 million and \$2.3 million, respectively, for the year ended November 30, 2021, and are recognized in net gains on investments and interest income in the Consolidated Statements of Revenues and Expenses.

The Company's expense related to this NQP was \$4.4 million (including a liability provision associated with net investment gains of \$3.8 million as of November 30, 2021) and \$2.7 million for the years ended November 30, 2021 and 2020, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for the NQP was \$25.0 million and \$20.4 million as of November 30, 2021 and 2020, respectively, of which the current portion of \$3.2 million and \$0 is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2021 and 2020, respectively.

Long-term Incentive Plan

The Company has a long-term incentive plan for key executives, as determined by the Board of Directors. Amounts awarded under the plan for each performance period are payable to each key executive in March of the third year after the performance period ends. The key executive must be employed by the Company or retired from the Company on the payment date, noting there are qualifying events with regard to vesting. The plan allows for proration of the accrued benefit for key executives because of death, disability or retirement. The Company records expense for this plan over the three-year required service period. The Company's expense related to this plan was \$1.9 million and \$2.7 million for the years ended November 30, 2021 and 2020, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for this long-term incentive plan was \$4.5 million and \$4.9 million as of November 30, 2021 and 2020, respectively, of which the current portion of \$2.1 million and \$2.2 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2021 and 2020, respectively.

(13) Related Party Transactions

Each member of our Board of Directors ("Director", or an affiliate of a Director) is a party to a membership agreement with the Company, and as a result, our Directors pay system and other fees to us based upon the terms of their respective membership agreements. Our Directors are party to such membership agreements on the same terms and conditions as each of the other Members of the Company.

Director compensation consisted of \$104,198 and \$79,209 in annual Director fees per district for the years ended November 30, 2021 and 2020, respectively. In fiscal year ending November 30, 2020, Directors reduced their annual Director fees to support the Company's cost savings austerity plan and in fiscal year ending November 30, 2021, annual Director fees were restored to usual levels. Directors are reimbursed reasonable, ordinary and necessary business and travel expenses in accordance with the Company's travel and expense policies.

(14) Amortizing Goodwill and Other Intangible Assets

Goodwill is allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. Activity by reporting unit in the current and prior period is organized by reporting unit noted below.

WorldHotels

On February 15, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with WorldHotels Holdings, LLC ("WH Holdings") and ALHI Holdings, LLC ("ALHI") to purchase 100% of the outstanding shares of BV Acquisitions X GmbH from WH Holdings (thereby also acquiring BV Acquisitions' approximately 98% ownership of the outstanding shares of WorldHotels Aktiengesellschaft ("WH")), and assumed certain rights and obligations of ALHI. During 2020, the Company acquired the remaining approximately 2% ownership of the outstanding shares of WH and

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now owns 100% of the outstanding shares. The WorldHotels Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the WH historical financial statements for any assets that were reported at fair value in accordance with WH's historical accounting policies, or (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of acquired customers and trademarks and trade names were valued at \$2.1 million and \$1.3 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

Due to the negative impacts of COVID-19 on our business and industry, as of August 31, 2021 and 2020, a quantitative analysis of goodwill and other intangible asset impairment was performed. An impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the asset. To estimate the fair value for the reporting unit, the Company utilized a combination of market and income approach valuation methods via quoted market prices, market multiples of comparable businesses, and performance of a discounted cash flow analysis. The Company recognized a non-cash pre-tax impairment charge on the WorldHotels reporting unit's intangible assets of \$1.8 million of acquired customers and \$0.7 million of goodwill for the year ended November 30, 2020, representing the amount by which the carrying amount exceeded fair value. The total impairment charge of \$2.5 million is included in impairment of goodwill and other intangible assets in the Consolidated Statements of Revenues and Expenses for the year ended November 30, 2020. No impairment was recorded for the year ended November 30, 2021 (see note 1(k)).

AutoClerk

On July 31, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with the shareholders of AutoClerk, Inc. ("AC"), to purchase 100% of the outstanding shares of AC. The AC Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the AC historical financial statements for any assets that were reported at fair value in accordance with AC's historical accounting policies, or (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of developed technology and acquired customers were valued at \$1.9 million and \$1.5 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

The Company assessed the qualitative factors attributable to the AC reporting unit and determined that the fair value of the reporting unit is not more likely than not less than its carrying amount as of August 31, 2021 and 2020. Therefore, no quantitative analysis was performed and no impairment was recorded for the years ended November 30, 2021 and 2020.

Amortized goodwill and other intangible assets consisted of the following:

(in thousands)	Gross Carrying Amount	As of November 30, 2021	
		Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (673)	\$ 3,881
AutoClerk	2,198	(513)	1,685
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(467)	1,033
Developed technology:			
AutoClerk	1,900	(554)	1,346

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(in thousands)	Gross Carrying Amount	As of November 30, 2020				
		Accumulated Amortization	Impairment	Net Carrying Amount at August 31	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:						
WorldHotels	\$ 6,237	\$ (962)	\$ (721)	\$ 4,554	\$ (135)	\$ 4,419
AutoClerk	2,198	(238)	-	1,960	(55)	1,905
Amortizing other intangible assets:						
Acquired customers:						
WorldHotels	2,100	(324)	(1,776)	-	-	-
AutoClerk	1,500	(217)	-	1,283	(50)	1,233
Developed technology:						
AutoClerk	1,900	(257)	-	1,643	(60)	1,583

The Company has elected the private-company alternative to amortize goodwill over 10 years. Amortization expense for goodwill was approximately \$0.8 million and \$0.8 million for the years ended November 30, 2021 and 2020, respectively, and is estimated to be approximately \$0.8 million annually for fiscal years ended 2022 through 2026.

Acquired customers and developed technology are definite-life intangible assets, and as such, amortization expense is calculated using a method that most appropriately reflects expected cash flows from these assets with an amortization period, ranging from 7.5 years to 10 years, depending on the type of asset. Amortization expense for definite-life intangible assets was approximately \$0.4 million and \$0.6 million for the years ended November 30, 2021 and 2020, respectively, and is estimated to be approximately \$0.4 million annually for fiscal years ended 2022 through 2026.

Trademarks and trade names are indefinite-life assets as there is no foreseeable limit to the cash flows generated by these assets. The Company has determined that there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of these acquired trademarks and trade names and therefore are considered to be indefinite-lived intangible assets that are not subject to amortization. Trademarks and trade names value resulting from the WorldHotels acquisition was \$1.3 million as of November 30, 2021 and 2020.

(15) Joint Venture

On May 2, 2019, the Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and a third-party, TWC, entered into a joint venture Contribution Agreement and formed Denver 3560, a Colorado limited liability company to develop, build, own and operate a Best Western Vīb-branded hotel in Denver. Under the terms of the Contribution Agreement, the Company interest in the joint venture is seventy-five percent (75%) and the TWC interest in the joint venture is twenty-five percent (25%).

The joint venture was accounted for as a variable interest entity in accordance with ASC Topic 810, "Consolidations". The Company evaluated the provisions of this standard and determined that the joint venture should be consolidated as the Company has both the power to direct the activities of the joint venture and will participate in the benefits.

The Company has consolidated the results of the Denver 3560 joint venture as of November 30, 2021 and 2020. The contribution by the Company was \$0.7 million and \$4.7 million in the fiscal years ending November 30, 2021 and 2020, respectively, with total contributions of \$6.1 million since inception. The contribution by TWC was \$0.2 million and \$1.1 million in the fiscal years ending November 30, 2021 and 2020, respectively, with total contributions of \$2.0 million since inception. Expenditures of \$17.1 million were made during the fiscal year ending November 30, 2021, with total expenditures of \$24.8 million since inception. The total contributions were used primarily for the land purchase, development and other start-up construction related costs, which are included in hotel investments in the Consolidated Statements of Financial Position. The equity contribution from the joint venture partner of \$2.0 million has been included in non-controlling interests in the Consolidated Statement of Financial Position and as a supplemental disclosure in the Consolidated Statements of Cash Flows.

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(16) Construction Loans

BWI Denver 3560

In March 2020, Denver 3560 entered into an initial Construction Loan Agreement (the "Denver Loan") with UMB Bank, which allowed Denver 3560 to request advances up to \$21.6 million. In July 2021, this Denver Loan was modified to increase the availability of loan advances from \$21.6 million to \$24.4 million. For the period May 1, 2020 through April 1, 2023, interest on the outstanding principal balance of the Denver Loan is due and payable monthly. Beginning April 1, 2023, through the maturity date of March 11, 2027, principal and interest is due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Denver Loan over a twenty-five (25) year period. The outstanding principal balance of this Denver Loan is due and payable on the maturity date.

The interest rate on the Denver Loan is a fixed annual rate of 3.21% and is computed and accrued on an ACT/360 basis. The Denver Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowings of \$14.6 million and \$0 as of November 30, 2021 and 2020, respectively.

Interest costs of \$0.2 million and \$0 were capitalized and included in hotel investments in the Consolidated Statements of Financial Position for the years ended November 30, 2021 and 2020, respectively. Accrued interest of \$0.2 million and \$0 was included in construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2021 and 2020, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2021 and 2020, the Company was in compliance with all covenants.

BWI DevCo Tempe

In October 2020, company wholly owned DevCo Tempe entered into a Construction Loan Agreement (the "Tempe Loan") with UMB Bank. Under terms of the Tempe Loan, DevCo Tempe can request advances up to \$15.3 million. For the period November 1, 2020 through October 31, 2023, interest on the outstanding principal balance of the Tempe Loan is due and payable monthly. Beginning November 1, 2023, through the maturity date of October 2, 2027, principal and interest is due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Tempe Loan over a twenty-five (25) year period. The outstanding principal balance of this Tempe Loan is due and payable on the maturity date.

The interest rate on the Tempe Loan is a fixed annual rate of 3.50% and is computed and accrued on an ACT/360 basis. The Tempe Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company borrowed \$10.4 million and \$0 as of November 30, 2021 and 2020, respectively.

Interest costs of \$0.1 million and \$0 were capitalized and included in hotel investments in the Consolidated Statements of Financial Position for the years ended November 30, 2021 and 2020, respectively. Accrued interest of \$0.1 million and \$0 was included in construction loans in the Consolidated Statements of Financial Position at November 30, 2021 and 2020, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2021 and 2020, respectively the Company was in compliance with all covenants.

(17) Subsequent Events

In connection with the preparation of the consolidated financial statements, the Company evaluated events and transactions occurring after November 30, 2021, for potential recognition or disclosure. The Company has evaluated its subsequent events through February 18, 2022, the date financial statements were available to be issued.

Report of Independent Auditors

To the Board of Directors and Members of Best Western International, Inc.

We have audited the accompanying consolidated financial statements of Best Western International, Inc. (the Company), which comprise the consolidated statements of financial position as of November 30, 2021 and 2020, and the related consolidated statements of revenues and expenses, other comprehensive revenues and expenses, cash flows and changes in net assets for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Best Western International, Inc. at November 30, 2021 and 2020, and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Adoption of Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers (Topic 606)"

As discussed in Note 1(u) to the financial statements, the Company changed its method for recognizing revenue from contracts with its customers as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," and the subsequently issued amendments, effective December 1, 2020 using the full retrospective adoption method. Our opinion is not modified with respect to this matter.

Phoenix, Arizona
February 18, 2022

Ernst + Young LLP

Consolidated Statements of Financial Position

(in thousands)	As of November 30,	
	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 244,555	\$ 173,533
Restricted cash	10,613	9,795
Short-term investments	16,509	39,465
Accounts receivable, principally from Members, net	62,626	30,126
Prepaid expenses and other current assets	14,803	14,051
TOTAL CURRENT ASSETS	349,106	266,970
Property, equipment and computer software, net	27,668	26,545
Hotel investments	41,966	12,608
Long-term investments	17,467	36,115
Restricted Rabbi Trust investments	24,715	-
Deferred income taxes	50,383	45,746
Other assets, net	25,437	28,816
TOTAL ASSETS	\$ 536,742	\$ 416,800
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 70,600	\$ 47,984
Current frequent stay program liability	88,837	72,154
Current deferred revenue	16,261	16,055
Deposits	12,617	12,292
Income taxes payable	1,294	411
Line of credit	-	-
TOTAL CURRENT LIABILITIES	189,609	148,896
Non-current frequent stay program liability	190,471	181,323
Non-current deferred affiliation fee revenue	49,170	51,119
Non-current deferred compensation plans liability	24,248	23,045
Construction loans	24,950	-
TOTAL LIABILITIES	478,448	404,383
NET ASSETS:		
Retained earnings	56,134	11,169
Accumulated other comprehensive income (loss)	135	(543)
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	56,269	10,626
Non-controlling interests	2,025	1,791
TOTAL NET ASSETS	58,294	12,417
TOTAL LIABILITIES AND NET ASSETS	\$ 536,742	\$ 416,800

See accompanying notes to consolidated financial statements.

Consolidated Statements of Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2021	2020
REVENUES:		
Fees, dues and assessments	\$ 232,086	\$ 178,039
Program revenues	109,038	96,934
Other revenues	36,712	32,987
TOTAL REVENUES	377,836	307,960
EXPENSES:		
Compensation, taxes and benefits	151,246	133,531
Advertising and promotion	83,808	34,332
Depreciation and amortization	13,146	13,984
General and administrative	61,177	78,847
Program cost of sales	12,580	11,775
TOTAL EXPENSES	321,957	272,469
Net gains on investments and interest income	4,954	3,005
Impairment of goodwill and other intangible assets	-	(2,497)
Excess of revenues over expenses before income taxes	60,833	35,999
Income tax provision	(15,868)	(9,297)
Excess of revenues over expenses	44,965	26,702
Excess of expenses over revenues attributable to non-controlling interests	-	117
EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 44,965	\$ 26,819

See accompanying notes to consolidated financial statements.

Consolidated Statements of Other Comprehensive Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2021	2020
EXCESS OF REVENUES OVER EXPENSES:		
Foreign currency translation adjustment, net of tax expense (benefit)	\$ 44,965 678	\$ 26,702 (611)
Comprehensive excess of revenues over expenses	45,643	26,091
Comprehensive excess of expenses over revenues attributable to non-controlling interests	-	117
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 45,643	\$ 26,208

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Excess of revenues over expenses	\$ 44,965	\$ 26,702
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:		
Depreciation and amortization	13,146	13,984
Impairment of goodwill and other intangible assets	-	2,497
Provision for doubtful accounts	(1,760)	19,335
Net gains on restricted Rabbi Trust investments	(3,823)	-
Amortization of bond discounts/premiums, net	105	57
Provision for deferred income taxes	(4,613)	(7,390)
Loss on disposition of property, equipment and computer software	64	185
Changes in assets and liabilities:		
Accounts receivable	(30,758)	19,499
Prepaid expenses and other current assets	(760)	19,607
Income taxes	893	353
Other assets, net	2,182	(2,235)
Accounts payable, accrued liabilities and deferred compensation plans liability	19,390	(26,106)
Deferred revenue	(1,722)	(2,338)
Frequent stay program liability	25,830	3,381
Deposits	1,002	(2,016)
NET CASH PROVIDED BY OPERATING ACTIVITIES	64,141	65,515
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from maturity of investments	41,500	62,747
Purchase of investments	-	(19,379)
Development costs of hotel investments	(24,976)	(9,578)
Fund restricted Rabbi Trust investments	(20,661)	-
Purchase of property, equipment and computer software	(12,719)	(8,226)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	(16,856)	25,564
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from construction loans	24,684	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	24,684	-
Net increase in cash and cash equivalents, and restricted cash	71,969	91,079
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	(129)	(197)
Cash and cash equivalents, and restricted cash at beginning of period	183,328	92,446
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 255,168	\$ 183,328

Continues on next page.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2021	2020
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest, net of capitalized interest of \$266 and \$0 for the years ended November 30, 2021 and 2020, respectively	\$ 23	\$ 30
Income taxes	19,836	16,230
Income tax refunds received	\$ 195	\$ 55
Non-cash investing activities:		
Disposal of fully depreciated property, equipment and computer software	\$ 5,445	\$ 2,118
Accrued additions to hotel investments	4,148	922
Accrued additions to property, equipment and computer software	421	325
Employee contributions to the restricted Rabbi Trust investments	231	-
Non-cash financing activities:		
Equity contribution from joint venture partner	\$ 234	\$ 1,142

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Net Assets

(in thousands)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Net Assets
Balance - November 30, 2019	\$ 99,045	\$ 68	\$ 619	\$ 99,732
Adoption of ASU 2014-09 (see note 1(u))	(114,548)	-	-	(114,548)
Total excess of revenues over expenses	26,819	-	(117)	26,702
Foreign currency translation adjustment	-	(611)	-	(611)
Contributions from non-controlling interests	-	-	1,142	1,142
Non-cash acquisition of non-controlling interest	(147)	-	147	-
Balance - November 30, 2020	11,169	(543)	1,791	12,417
Total excess of revenues over expenses	44,965	-	-	44,965
Foreign currency translation adjustment	-	678	-	678
Contributions from non-controlling interests	-	-	234	234
Balance - November 30, 2021	\$ 56,134	\$ 135	\$ 2,025	\$ 58,294

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

November 30, 2021

(1) Business, Organization and Summary of Significant Accounting Policies

(a) Nature of Business

Best Western International, Inc. and its consolidated subsidiaries ("Best Western" or the "Company") is a membership organization incorporated as a non-profit corporation in the State of Arizona. The Company is a membership association of hotels established solely to provide revenue generating opportunities and to leverage marketing and purchasing power to benefit the holders of the Company's membership interests (the "Members"). The exceptions to the membership structure are the wholly owned subsidiaries: (i) SureStay, Inc. ("SureStay"), which is a franchisor, (ii) soft brand licensees, (iii) World Hotels GmbH ("WorldHotels"), (formerly known as World Hotels AG), which is a licensor, (iv) AutoClerk, Inc. ("AutoClerk"), which provides property management services, and (v) BWI DevCo Tempe, LLC ("DevCo Tempe"), which owns and is developing a Best Western branded hotel. The Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and T.W.C. LLC ("TWC"), entered into a joint venture Contribution Agreement and formed Denver 3560, LLC ("Denver 3560"), a Colorado limited liability company to develop, build, own and operate a Best Western branded hotel.

Best Western branded hotels, SureStay branded hotels, and WorldHotels branded hotels, collectively referred to as BWH Hotel Group ("BWHG"), are located throughout the world. As of November 30, 2021, there are approximately 4,500 hotels in over 100 countries and territories worldwide associated with BWHG, that are activated or currently in the development pipeline to be activated on our reservations platform.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of the Company, our wholly owned subsidiaries and entities in which the Company has a controlling financial interest, including variable interest entities where the Company is the primary beneficiary.

The determination of a controlling financial interest is based upon the terms of the governing agreements of the respective entities, including the evaluation of rights held by other ownership interests. If the entity is considered to be a variable interest entity, the Company determines whether the Company is the primary beneficiary, and then consolidates those variable interest entities for which the Company has determined that the Company is the primary beneficiary.

All significant intercompany transactions and balances are eliminated in consolidation.

(c) Basis of Presentation

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. The coronavirus ("COVID-19") pandemic began in early 2020 and had a significant impact on our results for the twelve months ended November 30, 2020, which has continued in 2021. Management is making estimates and judgments in light of these circumstances and actual results are unlikely to be comparable to past performance or indicative of future performance and could differ materially from our estimated amounts. In our opinion, the consolidated financial statements reflect all adjustments, including normal recurring items, considered necessary for a fair presentation of financial performance.

(d) Reclassifications

In the Consolidated Statements of Financial Position as of November 30, 2020, property, equipment and computer software, net of \$12.6 million was reclassified to hotel investments to conform with the current year presentation.

In the Consolidated Statements of Revenues and Expenses for the year ended November 30, 2021, other revenues of \$3.0 million was reclassified to net gains on investments and interest income, and general and administrative expenses of \$2.5 million was reclassified to impairment of goodwill and other intangible assets to conform with the current year presentation.

Notes to Consolidated Financial Statements

November 30, 2021

(e) *Cash and Cash Equivalents*

Cash and cash equivalents include highly liquid money market instruments that have original maturities of three months or less at the date of purchase.

(f) *Restricted Cash*

Restricted cash is primarily comprised of annual dues paid by Members prior to the related service period. Annual dues are held in a custodial account and are not available to the Company until December of the following fiscal year. As of November 30, 2021 and 2020, there was \$10.6 million and \$9.8 million of restricted cash, respectively.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statements of Financial Position that sum to the total of such amounts shown in the Consolidated Statements of Cash Flows:

(in thousands)	As of November 30,	
	2021	2020
Cash and cash equivalents	\$244,555	\$173,533
Restricted cash	10,613	9,795
Total cash and cash equivalents, and restricted cash shown in the consolidated statements of cash flows	\$255,168	\$183,328

(g) *Investments*

Investments consist of certificates of deposits, U.S. treasury and government agency bonds, and corporate bonds, and are classified as short-term or long-term investments based on maturity dates. The Company has not recognized any investment impairments during the years ended November 30, 2021 and 2020.

(h) *Restricted Rabbi Trust Investments*

The Company has a Nonqualified Deferred Compensation Plan ("NQP") in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP was restated effective December 1, 2020, to provide for the use of a Rabbi Trust and to amend the design of the Company's contributions ("Amendment"). Effective December 1, 2020, the Company established a NQP Rabbi Trust (the "Trust"), whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. The investments included in this Trust are carried at fair value, and recorded in restricted Rabbi Trust investments in the Consolidated Statements of Financial Position (see note 12).

(i) *Fair Value of Financial Instruments*

The carrying amount reflected in the Consolidated Statements of Financial Position for cash and cash equivalents, other assets, accounts receivable and accounts payable approximate their respective fair values based on their liquidity and/or the short-term nature of these instruments. The Company measures and discloses the estimated fair value of financial assets and liabilities utilizing a hierarchy of valuation techniques based on whether the inputs to a fair value measurement are considered to be observable or unobservable in a marketplace. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. This hierarchy requires the use of observable market data when available. These inputs have created the following fair value hierarchy:

- Level 1 – quoted prices for identical instruments in active markets;
- Level 2 – quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and
- Level 3 – fair value measurements derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The Company measures fair value using a set of standardized procedures for all assets and liabilities which are required to be measured at their estimated fair value on either a recurring or non-recurring basis. When available, the Company

Notes to Consolidated Financial Statements

November 30, 2021

utilizes quoted market prices from an independent third-party source to determine fair value and classifies such items in Level 1.

In accordance with the fair value accounting requirements, companies may choose to measure eligible financial instruments and certain other items at fair value. The Company has not elected the fair value option for any eligible financial instruments.

The investments in the Trust are restricted and are designated as trading securities and carried at fair value. The fair market value of these restricted investments are measured using Level 1 inputs (quoted prices for identical assets in active markets).

The following tables present information about the carrying value of the Company's financial assets compared to fair value as of November 30, 2021 and 2020, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value. The investments in certificates of deposits, U.S. treasury and government agency bonds, and corporate bonds are included in short-term and long-term investments in the Consolidated Statements of Financial Position, and the investments held in a restricted Rabbi Trust are included in restricted Rabbi Trust investments in the Consolidated Statements of Financial Position.

Carrying Value vs. Fair Value Measurements

(in thousands)	November 30, 2021			
	Carrying Value	Total	Fair Value	
			Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments in certificates of deposits	\$ 9,750	\$ 9,904	\$ 9,904	\$ -
U.S. treasury and government agency bonds	11,051	11,126	11,126	-
Corporate bonds	13,175	13,298	-	13,298
Restricted Rabbi Trust investments	24,715	24,703	24,703	-
Total	\$ 58,691	\$ 59,031	\$ 45,733	\$ 13,298

(in thousands)	November 30, 2020			
	Carrying Value	Total	Fair Value	
			Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments in certificates of deposits	\$ 15,250	\$ 15,674	\$ 15,674	\$ -
U.S. treasury and government agency bonds	32,072	32,598	32,598	-
Corporate bonds	28,258	28,783	-	28,783
Total	\$ 75,580	\$ 77,055	\$ 48,272	\$ 28,783

(j) *Property, Equipment and Computer Software and Hotel Investments*

Property, equipment and computer software and hotel investments are recorded at cost. Costs of improvements that extend the economic life or improve service potential are also capitalized. Depreciation on land improvements, buildings, and furniture and equipment is computed using straight-line and accelerated methods over estimated useful lives ranging from 3 to 39 years. Leasehold improvements are amortized on a straight-line basis over the shorter of the related lease term or the estimated useful lives of the assets.

Notes to Consolidated Financial Statements

November 30, 2021

Purchased software license fees and related implementation costs, and costs to develop software for internal use are capitalized and amortized on a straight-line basis over a three-year useful life. Repair and maintenance costs are charged to expenses as incurred.

The Company is developing two hotels and the amounts related to these development projects are included in hotel investments in the Consolidated Statements of Financial Position (see notes 6, 15, and 16).

(k) *Goodwill and Other Intangible Assets*

Goodwill arises from business combinations and represents the excess of the cost of an acquired entity over the net fair value amounts that were assigned to the identifiable assets acquired and the liabilities assumed. Goodwill is amortized on a straight-line basis over a ten-year useful life and is tested for impairment if circumstances indicate that the goodwill carrying value may exceed its fair value. Goodwill is included in other assets, net in the Consolidated Statements of Financial Position.

Other intangible assets include acquired customers, developed technologies, and trademarks and trade names resulting from business acquisitions. Other intangible assets are valued based on their acquisition date fair values and, other than trademarks and trade names, are amortized using the straight-line method over their estimated useful lives, ranging from 7.5 years to 10 years. Other intangible assets are included in other assets, net in the Consolidated Statements of Financial Position.

The Company evaluates the potential impairment of goodwill and other intangible assets annually. 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 intangible assets is less than its carrying amount. If the conclusion is that the fair value of the assets is not more likely than not less than its carrying value, then no further testing is required. If the conclusion is that the fair value of the assets is more likely than not less than its carrying value, then a quantitative impairment test is performed. For intangible assets, if the carrying value is greater than the fair value of the assets, an impairment charge is recognized for this excess. The Company may elect to forgo the qualitative assessment and move directly to the quantitative impairment tests for goodwill and other intangible assets. The Company determines the fair value of its reporting units and intangible assets using income and market methods.

Goodwill has been allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. The Company performed the quantitative impairment test for the WorldHotels reporting unit in both 2021 and 2020. As of August 31, 2020, the Company determined that the carrying value of the WorldHotels reporting unit exceeded the fair value. As a result, the Company recognized an impairment charge of \$0.7 million for goodwill and \$1.8 million for acquired customers, which is included in impairment of goodwill and other intangible assets in the Consolidated Statements of Revenues and Expenses during the year ended November 30, 2020. As of November 30, 2021, the Company determined that the fair value of the WorldHotels reporting unit exceeded the carrying value and no impairment was recorded. The Company performed the qualitative impairment analysis for the AutoClerk reporting unit during both 2021 and 2020, concluding that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount (see note 14).

(l) *Impairment or Disposal of Long-Lived Assets*

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Other than noted above in note 1(k), the Company has not recognized any impairments during the years ended November 30, 2021 and 2020.

(m) *Income Taxes*

The Company utilizes the liability method of accounting for income taxes whereby deferred taxes are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse.

Recognition of deferred tax assets is limited to amounts considered by management to be more likely than not realized in future periods.

Notes to Consolidated Financial Statements

November 30, 2021

The Company assesses whether a valuation allowance should be established based on its determination of whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Both positive and negative evidence is considered when determining the necessity of the valuation allowance as well as the sources of taxable income supporting the realization of the deferred tax assets, including taxable income in carryback years, future reversals of existing taxable temporary differences, tax-planning strategies and projected taxable income from future operations.

Based on the history of positive earnings, in addition to the expected reversal of taxable temporary differences and forecasted positive results of operations, management determined, based on its assessment of both positive and negative evidence and objective and subjective evidence, that it is more likely than not that the Company will realize its deferred tax assets, with the exception of certain deferred tax assets related to foreign net operating losses, ("NOL"), and foreign tax credit, ("FTC"), carryforwards. The Company has provided a valuation allowance against net deferred tax assets for certain foreign loss entities as the realization of such assets are not more likely than not to occur.

As of November 30, 2021, the Company had foreign NOL carryforwards of \$7.9 million and U.S. FTC carryforwards of \$0.6 million. The foreign NOLs will not expire and will carryforward indefinitely. The FTC carryforwards were generated in the years ended November 30, 2019 and 2020, in the amounts of \$0.2 million and \$0.4 million, respectively, and expire in the years ended November 30, 2029 and 2030, respectively.

The Company reviews uncertain tax positions taken, or expected to be taken, in the course of preparing the Company's tax returns to determine whether the tax positions are more likely than not of being sustained by the applicable tax authority. Management of the Company is required to analyze all open tax years, as defined by the statutes of limitations for all major jurisdictions, which include federal, state, and foreign. As of November 30, 2021 and 2020, the Company has not recognized any asset or liability for unrecognized income tax benefits or liabilities. It is the Company's policy to recognize interest and penalties related to uncertain tax positions as a component of the income tax provision.

(n) *Revenue Recognition*

Fees, dues and assessments

Fees, dues and assessments are established by the membership and the Board of Directors to compensate the Company for providing services to Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees. The Company has performance obligations to provide hotel support, marketing, and technology services, and a license to our hotel system intellectual property for the use of our brand names. Our performance obligations are a series of distinct goods or services, for which we receive the following types of variable consideration through our membership agreements with our Members. Monthly fees and assessments (which include advertising, sales and marketing and technology) represent fixed and variable consideration and are billed monthly and recognized as revenue in the same month as the services are provided and charges become fixed or determinable and payable. Annual dues are established, billed and payable each year for continuing membership during the succeeding year. Annual dues are recognized as revenue ratably in the year to which the continuing membership applies. Any Member may resign from the Company at any time, but if the Member resigns or is terminated, fees and dues become immediately due and payable per the terms of the applicable contract and are recognized as revenue when cash is received regardless of the term of the contract.

Affiliation fee revenues from Best Western branded hotels are fixed consideration payable upon approval of the Member or licensee by the Board of Directors and acceptance of membership or license terms by the property owner. These revenues are recognized on a straight-line basis over the hotelier's expected life as a BWHG branded hotel or over the initial contract term. SureStay franchisee initial fees are due upon execution of a franchise agreement and recognized over the initial term of the franchise agreement. WorldHotels hotel integration fees are recognized on a straight-line basis over the expected life as a WorldHotels branded hotel. Affiliation fee revenues were \$7.8 million and \$7.1 million for the years ended November 30, 2021 and 2020, respectively.

Best Western Rewards® frequent stay program ("BWR® program")

The Company administers the BWR program for the benefit of BWHG and BWR program members. Under our BWR program, we have a performance obligation to provide or arrange for the provision of goods or services between BWR program members and BWHG hotels in exchange for the redemption of points earned from past activities. Costs of operating the BWR program, including costs for marketing, promotion, and other member services, are charged to

Notes to Consolidated Financial Statements

November 30, 2021

the BWHG hotels through an assessment fee that is based on members' qualified expenditures. The assessment fees received from the BWHG hotels are deferred and recognized as program revenues as the loyalty points are redeemed and the related service, net of redemption expense, is provided. The amount of revenue the Company recognizes upon point redemption is impacted by the Company's estimate of the "breakage" for points that BWR members will never redeem. The Company estimates breakage based on historical experience and expectations of future BWR member behavior. All BWR program costs are recognized as incurred.

Program revenues in excess of redemption costs are used to fund the operational expenses of the program.

Best Western Travel Card® (a card having no expiration date and no usage or non-usage fees) revenue is recognized when: (i) the Best Western Travel Card is redeemed, or (ii) the likelihood of the Best Western Travel Card being redeemed is remote (Best Western Travel Card breakage), and the Company determines that there is not a legal obligation to remit the unredeemed Best Western Travel Card balance to the relevant jurisdiction. The determination of the Best Western Travel Card breakage rate is based upon Company specific historical redemption patterns. Best Western Travel Card breakage is included in program revenues in the Consolidated Statements of Revenues and Expenses.

Other revenues in the Consolidated Statements of Revenues and Expenses consist of international fees and other fees from hotelier meetings, training, quality assurance inspections and other services, and are recognized in the month the services are provided. International fees include fees and charges for reservations and other services billed to international organizations monthly and were \$16.5 million and \$16.7 million for the years ended November 30, 2021 and 2020, respectively.

All other revenue sources, such as program fees, are recognized in the month that the product or service is provided. Revenues, including rebates from vendors, and associated costs of product sold to hoteliers when the Company does not assume the risk and rewards of ownership of the product, is not the primary obligator, and does not possess other indicators of gross reporting, are reported as a net amount earned and included in program revenues in the Consolidated Statements of Revenues and Expenses.

(o) *Significant Estimates and Assumptions*

Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Actual results could differ from those estimates.

(p) *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable, principally from Members, net.

The Company has concentrated its credit risk for cash by maintaining deposits in financial institutions which exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash and cash equivalents.

Accounts receivable, principally from Members, net, are primarily from Member, franchisee, licensee fees and services, and product sales. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of hoteliers, located throughout the world, comprising the Company's customer base. The Company does not require collateral within credit limits established. In those instances when a Member, franchisee, or licensee requests product in excess of the credit limit allowed by Company policy, the Company requests a letter of credit, deposit, or prepayment to secure the collection of accounts receivable. The Company performs ongoing evaluations of its hotelier receivables; non-payment can lead to cancellation of the applicable Best Western membership, license or franchise.

(q) *Advertising Costs*

Advertising costs are expensed as incurred and recorded as advertising and promotion expenses.

(r) *Foreign Currency*

Non-U.S. dollar assets and liabilities are remeasured using period-end exchange rates; income and expense items are remeasured at average exchange rates prevailing during the periods reported. Exchange rate gains and losses,

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unrealized and realized, are included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses and were approximately a \$0.9 million loss and a \$0.5 million gain during the years ended November 30, 2021 and 2020, respectively.

(s) *Self-Insurance Programs*

The Company self-insures for certain levels of employee medical and dental coverage. For medical, the Company accrues estimated costs of this self-insurance program based on its history of claims experience and the estimated time lag between the incident and the date claims are payable. Because of the short-term nature of the time lag, no discount rate is used when evaluating the present value of the projected settlements. The ultimate cost of claims for a covered period may differ from the original estimates.

(t) *Recent Accounting Guidance Not Yet Adopted*

In August 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2018-15 "Intangibles - Goodwill and Other - Internal Use Software (Subtopic 350-40)", which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The standard is effective for fiscal years beginning after December 15, 2020 for private companies and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In November 2019, the FASB issued ASU 2019-10 "Leases (Topic 842): Effective Dates" ("ASU 2019-10"). This was related to prior standards issued by the FASB, including ASU 2019-01 "Codification Improvements", which was issued in March 2019, and ASU 2018-11 "Targeted Improvements" which was issued in July 2018, amending ASU 2016-02 "Leases", which was issued in February 2016. This new guidance is intended to improve financial reporting regarding leasing transactions. These new standards will require companies that lease assets to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. ASU 2019-10 deferred the effective date for private companies by one year to be effective for fiscal years beginning after December 15, 2020 for private companies and early adoption is permitted. In June 2020, the FASB issued ASU 2020-05 "Leases (Topic 842): Effective Dates for Certain Entities", which allows for private companies to elect to defer adoption of the guidance by one additional year to become effective for reporting periods beginning after December 15, 2021 and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In November 2019, the FASB issued ASU 2019-10 "Financial Instruments – Credit Losses (Topic 326): Effective Dates". This was related to prior standards issued by the FASB, including ASU 2019-04 "Codification Improvements", which was issued in April 2019, ASU 2018-19 "Codification Improvements", which was issued in November 2018 amending ASU 2016-13 "Financial Instruments — Credit Losses", which was issued in June 2016. The main objective of this new guidance is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. ASU 2019-10 defers the effective date for private companies by two years. The standard is effective for fiscal years beginning after December 15, 2022 for private companies and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

In December 2019, the FASB issued ASU 2019-12 "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes". This new guidance is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The standard is effective for fiscal years beginning after December 15, 2021 for private companies and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

(u) *New Accounting Standards Adopted*

In August 2018, the FASB issued ASU 2018-13 "Fair Value Measurement (Topic 820): Disclosure Framework Changes to the Disclosure Requirements for Fair Value Measurement", which modifies the disclosure requirements on fair value measurements in Topic 820, Fair Value Measurement, based on the concepts in the Concepts Statement, including the consideration of costs and benefits. The Company adopted this guidance in the first quarter of fiscal year 2021. There was no impact on the Company's financial statements.

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In March 2021, the FASB issued ASU 2021-03 “Intangibles—Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events”, which provides private companies and not-for-profit entities with an accounting alternative to perform the goodwill impairment triggering event evaluation as required in Subtopic 350-20 as of the end of the reporting period, whether the reporting period is an interim or annual period. An entity that elects this alternative is not required to monitor for goodwill impairment triggering events during the reporting period but instead, should evaluate the facts and circumstances as of the end of each reporting period to determine whether a triggering event exists and if so, whether it is more likely than not that goodwill is impaired. The Company adopted this guidance in fiscal year 2021. There was no impact on the Company’s financial statements.

In May 2014, the FASB issued ASU 2014-09 “Revenue from Contracts with Customers (Topic 606)”. Subsequent to that date, the “FASB” issued several related ASUs. These ASUs (collectively referred to as “ASU 2014-09”) supersede the revenue recognition requirements in Topic 605. On December 1, 2020, the Company adopted the requirements of ASU 2014-09 using the full retrospective approach as of December 1, 2019. All amounts and disclosures set forth in these consolidated financial statements reflect the necessary adjustments required for the adoption of this standard, including the reclassification of prior period balances to conform to current year presentation.

When the Company adopted ASU 2014-09, the Company applied the following expedients and exemptions, which are allowed by the standard, to our prior year audited Financial Statements and disclosures:

- The Company used the transaction price at the date of contract completion for our contracts that had variable consideration and were completed before December 1, 2020.
- The Company considered the aggregate effect of all contract modifications that occurred before December 1, 2019 when: (i) identifying satisfied and unsatisfied performance obligations, (ii) determining the transaction price, and (iii) allocating the transaction price to the satisfied and unsatisfied performance obligations.
- The Company did not: (i) disclose the amount of the transaction price that the Company allocated to remaining performance obligations, or (ii) include an explanation of when the Company expects to recognize the revenue allocated to remaining performance obligations.

The cumulative effect of adopting ASU 2014-09 was a decrease in retained earnings of \$114.5 million as of December 1, 2019, primarily relating to the deferral of revenue previously recognized for: (i) BWR points which were previously recognized at time of point issuance, to time of point redemption, and (ii) affiliation fees which were previously recognized at the time of Board approval, to over the hotelier’s expected life as a BWHG branded hotel or over the initial contract term.

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The following tables present the impact of the changes made to our consolidated financial statements as a result of the adoption of ASU 2014-09 (see the Consolidated Statements of Changes in Net Assets for the impact of the adoption of this accounting standard on net assets). These tables do not reflect reclassifications to conform to current year presentation that are unrelated to ASU 2014-09 (see note 1(d)).

Consolidated Statement of Financial Position

	As of November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
(in thousands)			
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 173,533	\$ -	\$ 173,533
Restricted cash	9,795	-	9,795
Short-term investments	39,465	-	39,465
Accounts receivable, principally from Members, net	30,126	-	30,126
Prepaid expenses and other current assets	13,193	858	14,051
TOTAL CURRENT ASSETS	266,112	858	266,970
Property, equipment and computer software, net	39,153	-	39,153
Long-term investments	36,115	-	36,115
Deferred income taxes	8,220	37,526	45,746
Other assets, net	15,681	13,135	28,816
TOTAL ASSETS	\$ 365,281	\$ 51,519	\$ 416,800
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES:			
Accounts payable and accrued liabilities	\$ 47,984	\$ -	\$ 47,984
Current frequent stay program liability	40,660	31,494	72,154
Current deferred revenue	12,447	3,608	16,055
Deposits	12,292	-	12,292
Income taxes payable	411	-	411
TOTAL CURRENT LIABILITIES	113,794	35,102	148,896
Non-current frequent stay program liability	101,707	79,616	181,323
Non-current deferred affiliation fee revenue	-	51,119	51,119
Non-current deferred compensation plans liability	23,045	-	23,045
TOTAL LIABILITIES	238,546	165,837	404,383
NET ASSETS:			
Retained earnings	125,487	(114,318)	11,169
Accumulated other comprehensive loss	(543)	-	(543)
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	124,944	(114,318)	10,626
Non-controlling interests	1,791	-	1,791
TOTAL NET ASSETS	126,735	(114,318)	12,417
TOTAL LIABILITIES AND NET ASSETS	\$ 365,281	\$ 51,519	\$ 416,800

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Consolidated Statement of Revenues and Expenses

(in thousands)	Year Ended November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
REVENUES			
Fees, dues and assessments	\$ 176,628	\$ 1,411	\$ 178,039
Program revenues	127,811	(30,877)	96,934
Other revenues	35,992	-	35,992
TOTAL REVENUES	340,431	(29,466)	310,965
EXPENSES			
Compensation, taxes and benefits	133,518	13	133,531
Advertising and promotion	38,335	(4,003)	34,332
Depreciation and amortization	13,984	-	13,984
General and administrative	81,100	244	81,344
Program cost of sales	37,599	(25,824)	11,775
TOTAL EXPENSES	304,536	(29,570)	274,966
Excess of revenues over expenses before income taxes	35,895	104	35,999
Income tax provision	(9,423)	126	(9,297)
Excess of revenues over expenses	26,472	230	26,702
Excess of expenses over revenues attributable to non-controlling interests	117	-	117
EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 26,589	\$ 230	\$ 26,819

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**Consolidated Statement of Other
Comprehensive Revenues and Expenses**

(in thousands)	Year Ended November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
EXCESS OF REVENUES OVER EXPENSES	\$ 26,472	\$ 230	\$ 26,702
Foreign currency translation adjustment, net of tax benefit	(611)	-	(611)
Comprehensive excess of revenues over expenses	25,861	230	26,091
Comprehensive excess of expenses over revenue, attributable to non-controlling interests	117	-	117
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 25,978	\$ 230	\$ 26,208

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Consolidated Statement of Cash Flows

(in thousands)	Year Ended November 30, 2020		
	As Previously Reported	Effect of the Adoption of ASU 2014-09	As Adjusted
CASH FLOWS FROM OPERATING ACTIVITIES:			
Excess of revenues over expenses	\$ 26,472	\$ 230	\$ 26,702
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:			
Depreciation and amortization	13,984	-	13,984
Impairment of goodwill and other intangible assets	2,497	-	2,497
Provision for doubtful accounts	19,335	-	19,335
Amortization of bond discounts/premiums, net	57	-	57
Provision for deferred income taxes	(7,263)	(127)	(7,390)
Loss on disposition of property, equipment and computer software	185	-	185
Changes in assets and liabilities:			
Accounts receivable	19,499	-	19,499
Prepaid expenses and other current assets	19,618	(11)	19,607
Income taxes	353	-	353
Other assets, net	(2,249)	14	(2,235)
Accounts payable, accrued liabilities and deferred compensation plans liability	(26,117)	11	(26,106)
Deferred revenue	(456)	(1,882)	(2,338)
Frequent stay program liability	1,618	1,763	3,381
Deposits	(2,016)	-	(2,016)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	65,517	(2)	65,515
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from maturity of investments	62,747	-	62,747
Purchase of investments	(19,379)	-	(19,379)
Purchase of property, equipment and computer software	(17,804)	-	(17,804)
NET CASH PROVIDED BY INVESTING ACTIVITIES	25,564	-	25,564
Net increase (decrease) cash and cash equivalents, and restricted cash	91,081	(2)	91,079
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	(199)	2	(197)
Cash and cash equivalents, and restricted cash at beginning of period	92,446	-	92,446
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 183,328	\$ -	\$ 183,328

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Contract balances

The Company records a receivable as performance obligations are satisfied and there is an unconditional right to receive payment. Deferred revenue is recorded when the Company receives payment, or has the unconditional right to receive payment, in advance of the satisfaction of the Company's performance obligations related to initial affiliation fees and the BWR program.

Certain costs to obtain contracts with customers are capitalized and amortized on a straight-line basis over the hotelier's expected life as a BWHG branded hotel or over the initial contract term. The costs of obtaining a contract with a customer are recorded in prepaid expenses and other current assets, and other assets, net in our Consolidated Statements of Financial Position. The related amortization is recorded in compensation, taxes and benefits in our Consolidated Statements of Revenues and Expenses. The Company had capitalized costs to obtain contracts with customers of \$13.7 million and \$14.0 million at November 30, 2021 and 2020, respectively.

The contract asset balances consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Current contract assets	\$ 943	\$ 858
Long-term contract assets	12,740	13,136
Total contract assets	\$ 13,683	\$ 13,994

At November 30, 2021 and 2020, the contract liabilities balances related to affiliation fees and the BWR program include the following components and are included in current frequent stay program liability, current deferred revenue, non-current frequent stay program liability, and non-current deferred affiliation fee revenue in the Consolidated Statements of Financial Position:

(in thousands)	As of November 30,	
	2021	2020
Current contract liabilities	\$ 93,306	\$ 76,427
Long-term contract liabilities	239,641	232,442
Total contract liabilities	\$ 332,947	\$ 308,869

(in thousands)	As of November 30,	
	2021	2020
Liability related to the loyalty program	\$ 278,774	\$ 253,068
Affiliation fees received from hoteliers	54,173	55,801
Total contract liabilities	\$ 332,947	\$ 308,869

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(2) Accounts Receivable, Principally from Members, net and Allowance for Doubtful Accounts

Accounts receivable, principally from Members, net primarily consists of amounts due from hoteliers with whom we have membership, franchise, or license agreements and include reimbursements of costs we incurred on behalf of the hoteliers. We record an allowance for doubtful accounts when losses are probable, based on an assessment of historical collection activity and current business conditions.

The activity in the allowance for doubtful accounts which is included in accounts receivable, principally from Members, net in the Consolidated Statements of Financial Position consists of the following:

(in thousands)	As of November 30,	
	2021	2020
Beginning balance	\$ 24,362	\$ 6,588
Recoveries	1,225	897
Provisions	(1,760)	19,335
Write offs	(2,614)	(2,458)
Ending balance	\$ 21,213	\$ 24,362

In the normal course of business, the Company extends credit to its hoteliers, tour operators, central bill accounts and other third parties. The Company evaluates the collectability of the accounts receivable balances based on a combination of factors. These factors include the type of relationship the Company has with the account, the prior experience the Company has with accounts in each relationship type, and an evaluation of current and projected economic conditions including the impact of COVID-19 as of the Consolidated Statements of Financial Position date. Due to the uncertainty and greater risk of collections of accounts receivable, the Company provided for an estimate to increase the provision for allowance for doubtful accounts as of November 30, 2020, and believe the estimate to be appropriate as of November 30, 2021. Actual collections of accounts receivable could differ from management's estimates.

(3) Prepaid Expenses and Other Current Assets

Prepaid expenses (primarily related to payments for insurance, software and hardware maintenance and support costs, third party internet, Global Distribution System's reservation fees, and advertising costs) and other current assets are expensed when services are rendered. Contract assets represent the current portion of the costs incurred to obtain a membership, licensee, or franchise agreement.

Prepaid expenses and other current assets consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Prepaid expenses other current assets	\$ 13,860	\$ 13,193
Current contract assets	943	858
Total	\$ 14,803	\$ 14,051

(4) Income Taxes

The income tax provision for the years ended November 30, 2021 and 2020 consisted of the following:

(in thousands)	Years Ended November 30,	
	2021	2020
Current:		
Federal	\$ 16,776	\$ 12,265
State	3,453	3,596
Foreign	275	646
Total current	20,504	16,507

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(in thousands)	Years Ended November 30,	
	2021	2020
Deferred:		
Federal	(3,795)	(5,265)
State	(737)	(1,313)
Foreign	(104)	(632)
Total deferred	(4,636)	(7,210)
Income tax provision	\$ 15,868	\$ 9,297

The provision for income tax differs from that computed using the federal statutory rate applied to income before taxes as follows:

(in thousands)	Years Ended November 30,	
	2021	2020
Income taxes computed at statutory rates	\$ 12,774	\$ 7,560
State taxes, net of federal benefit	2,089	1,526
Valuation allowance	1,493	7
Other non-deductible items	189	382
Non-deductible meals and entertainment	103	184
Foreign tax credit	60	975
Foreign-derived intangible income	(546)	(863)
Other	(294)	(474)
Income tax provision	\$ 15,868	\$ 9,297

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities as of November 30, 2021 and 2020 are presented below:

(in thousands)	As of November 30,	
	2021	2020
Deferred tax assets:		
Loyalty program	\$ 31,232	\$ 27,192
Deferred revenue	9,997	10,334
Deferred compensation plans	7,298	6,248
Allowance for doubtful accounts	5,237	6,020
Net operating loss	2,559	1,629
Compensated absences	1,424	1,067
Travel Card liability	1,042	798
Acquisition of new trademarks and trade names	729	776
Tax credits	572	-
Free night voucher liability	132	101
Total deferred tax assets	60,222	54,165
Deferred tax liabilities:		
Fixed assets	4,336	4,219
Prepaid expenses	1,638	1,439
Intangible assets	422	1,111
Other	337	37
Total deferred tax liabilities	6,733	6,806
Less valuation allowance	(3,106)	(1,613)
Net deferred tax assets	\$ 50,383	\$ 45,746

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As of November 30, 2021 and 2020, the Company had no unrecognized tax benefits which would impact the Company's effective tax rate if recognized, and the Company has no accrued interest or penalties related to uncertain tax positions. Management is unaware of any provisions that need to be made for any penalties and fees that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty and the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

The Company is subject to taxation and files income tax returns in the U.S. federal jurisdiction and in many state and foreign jurisdictions. Currently, the Company has statutes of limitation open in various states ranging from fiscal years ended November 30, 2017 through November 30, 2020, tax years 2016 through 2019. The federal statute of limitations is currently open from fiscal years ended November 30, 2018 through November 30, 2020, tax years 2017 through 2019.

The Company has not provided for applicable income or withholding taxes on the undistributed earnings from continuing operations of its subsidiaries operating outside of the United States. Undistributed net income of these subsidiaries as of November 30, 2021 and 2020 net to zero. Any undistributed earnings are considered permanently reinvested.

(5) Property, Equipment and Computer Software, net

Property, equipment and computer software consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Property and equipment, at cost:		
Furniture and equipment	\$ 30,827	\$ 30,748
Buildings	19,244	19,261
Land	2,335	2,335
Leasehold improvements	2,632	2,706
Land improvements	1,234	1,244
Work in process	6	-
Property and equipment	56,278	56,294
Less accumulated depreciation	(45,365)	(43,311)
Property and equipment, net	10,913	12,983
Computer software, at cost:		
Developed	65,740	58,878
Purchased	15,800	17,913
Work in process	3,182	1,084
Computer software	84,722	77,875
Less accumulated amortization	(67,967)	(64,313)
Computer software, net	16,755	13,562
Property, equipment and computer software, net	\$ 27,668	\$ 26,545

Depreciation and amortization expense consisted of the following:

(in thousands)	Years Ended November 30,	
	2021	2020
Depreciation of property and equipment	\$ 2,672	\$ 4,036
Amortization of computer software	9,278	8,531
Depreciation and amortization of property, equipment and computer software	11,950	12,567
Amortization of goodwill and other intangible assets (Note 14)	1,196	1,417
Depreciation and amortization	\$ 13,146	\$ 13,984

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(6) Hotel Investments

In December 2019 and March 2020, the Company acquired land to develop two hotels, located in Tempe, Arizona, and Denver, Colorado, respectively. Property development costs, including property construction costs, interest and other financing fees, property taxes, architectural and engineering fees, and other direct and indirect development costs, are capitalized beginning when the development activity commences and ending when all infrastructure is substantially complete and the property is available for occupancy.

Both Tempe, Arizona, and the Denver, Colorado hotels were under construction as of November 30, 2021. Hotel investments consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Hotel investments, at cost:		
Land	\$ 6,985	\$ 6,985
Development in process	34,981	5,623
Hotel investments	\$ 41,966	\$ 12,608

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Recoverability of an asset held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If such asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset. Based on its evaluation of the hotel investments, determined using management estimates and other unobservable inputs, the Company concluded that no impairment occurred for the years ended November 30, 2021 and 2020.

(7) Line of Credit

In April 2020, the Company entered into an Uncommitted Revolving Line of Credit and Security Agreement (the "LOC Agreement") with the Royal Bank of Canada ("RBC"). The Company may request a credit advance up to \$160 million at a fixed or variable interest rate at the sole discretion of the Company under the LOC Agreement. The fixed rate is based on a RBC fixed rate plus 0.75%. The variable rate is based on the LIBOR rate(s) plus 0.75%. The LOC Agreement is secured by the Company's unencumbered and unrestricted marketable securities at RBC. Interest is due and payable monthly, with the principal due and payable upon demand of the bank. The Company had no outstanding borrowings against this line of credit at November 30, 2021 and 2020.

(8) Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

(in thousands)	As of November 30,	
	2021	2020
Accrued compensation and benefits	\$ 23,600	\$ 13,757
Accounts payable	20,047	14,621
Accrued liabilities	18,635	11,754
Travel Card liability	8,318	7,852
Total	\$ 70,600	\$ 47,984

(9) Contingencies and Commitments

From time to time, the Company has been, and expects to continue to be, subject to legal proceedings and claims in the ordinary course of business. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources, divert management's attention from the Company's business objectives, and adversely affect the Company's business, results of operations, financial condition and cash flow.

The Company is committed to providing certain payments or credits to: (i) applicants who were offered an incentive to become

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a new Member, and (ii) Members who were offered an incentive to allow approval of an application in a Member's protected area. These payments or credits are due and payable when the contract terms are met and refundable back to the Company or cease, pursuant to contract terms. As of November 30, 2021 and 2020, the amount of commitments not yet paid was \$11.2 million and \$10.4 million, respectively, which is not recorded in the Consolidated Statements of Financial Position.

(10) Leases

The Company leases certain office space, equipment and software under various operating leases, which expire on various dates through November 2025. Rental expenses on operating leases are recorded on a straight-line basis. Rental expense for operating leases was \$11.7 million and \$12.3 million for the years ended November 30, 2021 and 2020, respectively, and is included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Minimum future rentals on non-cancelable operating leases, having an initial or remaining term in excess of one year as of November 30, 2021 are as follows (in thousands):

Years ending November 30,	Equipment and Software	Office Space	Total Minimum Rental
2022	\$ 2,846	\$ 455	\$ 3,301
2023	2,680	390	3,070
2024	2,187	273	2,460
2025	200	127	327
2026 and thereafter	-	-	-
Total	\$ 7,913	\$ 1,245	\$ 9,158

(11) Employee Retirement Savings Plans

The Company sponsors a 401(k) investment plan which is available to all U.S. employees on the first day of service, and a Canadian Registered Retirement Savings Plan (the "RRSP") which is available to all Canadian employees on the first day of service. Under the plans, employees may contribute a percentage of their eligible wages to the plans, subject to maximum statutory regulations. The Company contributes 3% of the annual salary of all eligible employees to these plans.

The Company may also contribute a discretionary amount, as determined by the Board of Directors, up to 6% of employees' eligible compensation, to be allocated in proportion to the employees' contributions provided an employee has worked 1,000 hours during the plan year and is employed on the last day of the plan year.

The Company's expense related to the 401(k) investment plan was \$5.8 million and \$3.7 million for the years ended November 30, 2021 and 2020, respectively, and the Company's expense related to the RRSP was \$95.2 thousand and \$78.1 thousand for the years ended November 30, 2021 and 2020, respectively. These amounts are included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's liability related to the 401(k) investment plan was \$3.6 million and \$1.8 million as of November 30, 2021 and 2020, respectively, and \$55.7 thousand and \$35.3 thousand as of November 30, 2021 and 2020, respectively, for the RRSP and is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2021 and 2020, respectively.

(12) Deferred Compensation Plans and Restricted Rabbi Trust Investments

Nonqualified Deferred Compensation Plan ("NQP") and Restricted Rabbi Trust Investments

The Company has a NQP in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP is a defined contribution plan, in which participating employees may defer a percentage of their annual salaries and a percentage of any incentive compensation into the NQP. The NQP was restated effective December 1, 2020 to provide for the use of a restricted Rabbi Trust and to amend the design of the Company's contributions.

Prior to the Amendment, the Company's annual contributions were based on several formulas designed to restore benefits otherwise lost to participating employees due to statutory limits in the 401(k) investment plan and by an amount equal to the rate of the old age survivors and disability insurance tax under IRS code Section 3101 multiplied by a participant's compensation in excess of the social security tax base. Pursuant to the Amendment, the Company contributes: (i) a non-discretionary contribution of 3% of a participating employee's compensation each pay period, and (ii) an annual discretionary contribution, as determined by the Board of Directors, up to 9% of a participating employee's annual compensation.

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Effective December 1, 2020, the Company established a Trust, whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. It is the intention of the Company that the NQP and the Trust shall constitute an unfunded arrangement for the purpose of providing tax-deferred compensation in accordance with Title I of the Employee Retirement Income Security Act of 1974, as amended. It is also the intention of the Company to fund the Trust and have its assets invested in a manner that matches each participant's deemed investment elections under the NQP, so that the investment gains and losses of the Trust mirror the investment gains and losses credited/debited to participants' accounts. Accordingly, the Company has funded the Trust during fiscal year 2021, including an initial funding of \$20.2 million into the Trust in December 2020, based on amounts due and owing to participating employees at that time. The Trust balance was \$24.7 million as of November 30, 2021. Realized and unrealized gains and losses on these investments were gains of \$1.5 million and \$2.3 million, respectively, for the year ended November 30, 2021, and are recognized in net gains on investments and interest income in the Consolidated Statements of Revenues and Expenses.

The Company's expense related to this NQP was \$4.4 million (including a liability provision associated with net investment gains of \$3.8 million as of November 30, 2021) and \$2.7 million for the years ended November 30, 2021 and 2020, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for the NQP was \$25.0 million and \$20.4 million as of November 30, 2021 and 2020, respectively, of which the current portion of \$3.2 million and \$0 is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2021 and 2020, respectively.

Long-term Incentive Plan

The Company has a long-term incentive plan for key executives, as determined by the Board of Directors. Amounts awarded under the plan for each performance period are payable to each key executive in March of the third year after the performance period ends. The key executive must be employed by the Company or retired from the Company on the payment date, noting there are qualifying events with regard to vesting. The plan allows for proration of the accrued benefit for key executives because of death, disability or retirement. The Company records expense for this plan over the three-year required service period. The Company's expense related to this plan was \$1.9 million and \$2.7 million for the years ended November 30, 2021 and 2020, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for this long-term incentive plan was \$4.5 million and \$4.9 million as of November 30, 2021 and 2020, respectively, of which the current portion of \$2.1 million and \$2.2 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2021 and 2020, respectively.

(13) Related Party Transactions

Each member of our Board of Directors ("Director", or an affiliate of a Director) is a party to a membership agreement with the Company, and as a result, our Directors pay system and other fees to us based upon the terms of their respective membership agreements. Our Directors are party to such membership agreements on the same terms and conditions as each of the other Members of the Company.

Director compensation consisted of \$104,198 and \$79,209 in annual Director fees per district for the years ended November 30, 2021 and 2020, respectively. In fiscal year ending November 30, 2020, Directors reduced their annual Director fees to support the Company's cost savings austerity plan and in fiscal year ending November 30, 2021, annual Director fees were restored to usual levels. Directors are reimbursed reasonable, ordinary and necessary business and travel expenses in accordance with the Company's travel and expense policies.

(14) Amortizing Goodwill and Other Intangible Assets

Goodwill is allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. Activity by reporting unit in the current and prior period is organized by reporting unit noted below.

WorldHotels

On February 15, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with WorldHotels Holdings, LLC ("WH Holdings") and ALHI Holdings, LLC ("ALHI") to purchase 100% of the outstanding shares of BV Acquisitions X GmbH from WH Holdings (thereby also acquiring BV Acquisitions' approximately 98% ownership of the outstanding shares of WorldHotels Aktiengesellschaft ("WH")), and assumed certain rights and obligations of ALHI. During 2020, the Company acquired the remaining approximately 2% ownership of the outstanding shares of WH and

Notes to Consolidated Financial Statements

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now owns 100% of the outstanding shares. The WorldHotels Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the WH historical financial statements for any assets that were reported at fair value in accordance with WH's historical accounting policies, or (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of acquired customers and trademarks and trade names were valued at \$2.1 million and \$1.3 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

Due to the negative impacts of COVID-19 on our business and industry, as of August 31, 2021 and 2020, a quantitative analysis of goodwill and other intangible asset impairment was performed. An impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the asset. To estimate the fair value for the reporting unit, the Company utilized a combination of market and income approach valuation methods via quoted market prices, market multiples of comparable businesses, and performance of a discounted cash flow analysis. The Company recognized a non-cash pre-tax impairment charge on the WorldHotels reporting unit's intangible assets of \$1.8 million of acquired customers and \$0.7 million of goodwill for the year ended November 30, 2020, representing the amount by which the carrying amount exceeded fair value. The total impairment charge of \$2.5 million is included in impairment of goodwill and other intangible assets in the Consolidated Statements of Revenues and Expenses for the year ended November 30, 2020. No impairment was recorded for the year ended November 30, 2021 (see note 1(k)).

AutoClerk

On July 31, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with the shareholders of AutoClerk, Inc. ("AC"), to purchase 100% of the outstanding shares of AC. The AC Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the AC historical financial statements for any assets that were reported at fair value in accordance with AC's historical accounting policies, or (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of developed technology and acquired customers were valued at \$1.9 million and \$1.5 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

The Company assessed the qualitative factors attributable to the AC reporting unit and determined that the fair value of the reporting unit is not more likely than not less than its carrying amount as of August 31, 2021 and 2020. Therefore, no quantitative analysis was performed and no impairment was recorded for the years ended November 30, 2021 and 2020.

Amortized goodwill and other intangible assets consisted of the following:

(in thousands)	Gross Carrying Amount	As of November 30, 2021	
		Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (673)	\$ 3,881
AutoClerk	2,198	(513)	1,685
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(467)	1,033
Developed technology:			
AutoClerk	1,900	(554)	1,346

Notes to Consolidated Financial Statements

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(in thousands)	Gross Carrying Amount	As of November 30, 2020				
		Accumulated Amortization	Impairment	Net Carrying Amount at August 31	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:						
WorldHotels	\$ 6,237	\$ (962)	\$ (721)	\$ 4,554	\$ (135)	\$ 4,419
AutoClerk	2,198	(238)	-	1,960	(55)	1,905
Amortizing other intangible assets:						
Acquired customers:						
WorldHotels	2,100	(324)	(1,776)	-	-	-
AutoClerk	1,500	(217)	-	1,283	(50)	1,233
Developed technology:						
AutoClerk	1,900	(257)	-	1,643	(60)	1,583

The Company has elected the private-company alternative to amortize goodwill over 10 years. Amortization expense for goodwill was approximately \$0.8 million and \$0.8 million for the years ended November 30, 2021 and 2020, respectively, and is estimated to be approximately \$0.8 million annually for fiscal years ended 2022 through 2026.

Acquired customers and developed technology are definite-life intangible assets, and as such, amortization expense is calculated using a method that most appropriately reflects expected cash flows from these assets with an amortization period, ranging from 7.5 years to 10 years, depending on the type of asset. Amortization expense for definite-life intangible assets was approximately \$0.4 million and \$0.6 million for the years ended November 30, 2021 and 2020, respectively, and is estimated to be approximately \$0.4 million annually for fiscal years ended 2022 through 2026.

Trademarks and trade names are indefinite-life assets as there is no foreseeable limit to the cash flows generated by these assets. The Company has determined that there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of these acquired trademarks and trade names and therefore are considered to be indefinite-lived intangible assets that are not subject to amortization. Trademarks and trade names value resulting from the WorldHotels acquisition was \$1.3 million as of November 30, 2021 and 2020.

(15) Joint Venture

On May 2, 2019, the Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and a third-party, TWC, entered into a joint venture Contribution Agreement and formed Denver 3560, a Colorado limited liability company to develop, build, own and operate a Best Western Vīb-branded hotel in Denver. Under the terms of the Contribution Agreement, the Company interest in the joint venture is seventy-five percent (75%) and the TWC interest in the joint venture is twenty-five percent (25%).

The joint venture was accounted for as a variable interest entity in accordance with ASC Topic 810, "Consolidations". The Company evaluated the provisions of this standard and determined that the joint venture should be consolidated as the Company has both the power to direct the activities of the joint venture and will participate in the benefits.

The Company has consolidated the results of the Denver 3560 joint venture as of November 30, 2021 and 2020. The contribution by the Company was \$0.7 million and \$4.7 million in the fiscal years ending November 30, 2021 and 2020, respectively, with total contributions of \$6.1 million since inception. The contribution by TWC was \$0.2 million and \$1.1 million in the fiscal years ending November 30, 2021 and 2020, respectively, with total contributions of \$2.0 million since inception. Expenditures of \$17.1 million were made during the fiscal year ending November 30, 2021, with total expenditures of \$24.8 million since inception. The total contributions were used primarily for the land purchase, development and other start-up construction related costs, which are included in hotel investments in the Consolidated Statements of Financial Position. The equity contribution from the joint venture partner of \$2.0 million has been included in non-controlling interests in the Consolidated Statement of Financial Position and as a supplemental disclosure in the Consolidated Statements of Cash Flows.

Notes to Consolidated Financial Statements

November 30, 2021

(16) Construction Loans

BWI Denver 3560

In March 2020, Denver 3560 entered into an initial Construction Loan Agreement (the "Denver Loan") with UMB Bank, which allowed Denver 3560 to request advances up to \$21.6 million. In July 2021, this Denver Loan was modified to increase the availability of loan advances from \$21.6 million to \$24.4 million. For the period May 1, 2020 through April 1, 2023, interest on the outstanding principal balance of the Denver Loan is due and payable monthly. Beginning April 1, 2023, through the maturity date of March 11, 2027, principal and interest is due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Denver Loan over a twenty-five (25) year period. The outstanding principal balance of this Denver Loan is due and payable on the maturity date.

The interest rate on the Denver Loan is a fixed annual rate of 3.21% and is computed and accrued on an ACT/360 basis. The Denver Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowings of \$14.6 million and \$0 as of November 30, 2021 and 2020, respectively.

Interest costs of \$0.2 million and \$0 were capitalized and included in hotel investments in the Consolidated Statements of Financial Position for the years ended November 30, 2021 and 2020, respectively. Accrued interest of \$0.2 million and \$0 was included in construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2021 and 2020, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2021 and 2020, the Company was in compliance with all covenants.

BWI DevCo Tempe

In October 2020, company wholly owned DevCo Tempe entered into a Construction Loan Agreement (the "Tempe Loan") with UMB Bank. Under terms of the Tempe Loan, DevCo Tempe can request advances up to \$15.3 million. For the period November 1, 2020 through October 31, 2023, interest on the outstanding principal balance of the Tempe Loan is due and payable monthly. Beginning November 1, 2023, through the maturity date of October 2, 2027, principal and interest is due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Tempe Loan over a twenty-five (25) year period. The outstanding principal balance of this Tempe Loan is due and payable on the maturity date.

The interest rate on the Tempe Loan is a fixed annual rate of 3.50% and is computed and accrued on an ACT/360 basis. The Tempe Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company borrowed \$10.4 million and \$0 as of November 30, 2021 and 2020, respectively.

Interest costs of \$0.1 million and \$0 were capitalized and included in hotel investments in the Consolidated Statements of Financial Position for the years ended November 30, 2021 and 2020, respectively. Accrued interest of \$0.1 million and \$0 was included in construction loans in the Consolidated Statements of Financial Position at November 30, 2021 and 2020, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2021 and 2020, respectively the Company was in compliance with all covenants.

(17) Subsequent Events

In connection with the preparation of the consolidated financial statements, the Company evaluated events and transactions occurring after November 30, 2021, for potential recognition or disclosure. The Company has evaluated its subsequent events through February 18, 2022, the date financial statements were available to be issued.

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EXHIBIT F-2 TO FDD

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1100.0 Violations and Sanctions.....23

1200.0 Procedure for Cancellation of Membership23

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EXHIBIT G TO FDD

LISTS OF CURRENT AND FORMER MEMBERS

Open Hotels as of 11/30/22

Hotel Name	Member Name	Address	City	State	Zip Code	Phone
B/W Plus Chena River Lodge	Jackie Lee Neves	1255 TVSA Way	Fairbanks	AK	99709-4678	(907) 328-3500
B/W Plus Pioneer Park Inn	Ranjit Singh Johal	1908 Chena Landing Loop	Fairbanks	AK	99701-2704	(907) 479-8080
B/W Bidarka Inn	Douglas Lowell Johnson	575 Sterling Hwy	Homer	AK	99603-7447	(907) 235-8148
B/W Country Lane Inn	Melvin Perkins	9300 Glacier Hwy	Juneau	AK	99801-9315	(907) 789-5005
B/W Grandma's Feather Bed	Melvin Perkins	2358 Mendenhall Loop Rd	Juneau	AK	99801-8001	(907) 789-5566
B/W Kodiak Inn	Susan Marie Johnson	236 W Rezanof Dr	Kodiak	AK	99615-6044	(907) 486-5712
B/W King Salmon Inn	Gregory Phillip Gray	35546A Kenai Spur Hwy	Soldotna	AK	99669-7655	(907) 262-5857
B/W Valdez Harbor Inn	Douglas Lowell Johnson	100 Harbor Drive	Valdez	AK	99686-0468	(907) 835-3434
B/W Lake Lucille Inn	Richard David Marko	1300 W Lake Lucille Dr	Wasilla	AK	99654-7923	(907) 373-1776
B/W Andalusia Inn	Dharmesh Patel	305 W Bypass	Andalusia	AL	36420-2513	(334) 222-9999
B/W Athens Inn	Bhavesh V. Kumar	1329 US Highway 72 E	Athens	AL	35611-4405	(256) 233-4030
B/W Plus Bessemer Hotel & Suites	Anup Gill	5041 Academy Ln	Bessemer	AL	35022-5250	(205) 481-1950
B/W Carlton Suites	Ashok Patel	140 State Farm Pkwy	Birmingham	AL	35209-7186	(205) 940-9990
B/W Plus Birmingham Inn & Suites	Jin Kim	800 Corporate Rdg	Birmingham	AL	35242-5405	(205) 995-8586
B/W Brewton Inn	Atul Patel	1115 Douglas Ave	Brewton	AL	36426-1509	(251) 727-5050
B/W Inn	Rajendra B. Bhakta	801 Bradberry Ln	Clanton	AL	35046-6260	(205) 280-1006
B/W Fairwinds Inn	Hareshkumar Patel	1917 Commerce Ave	Cullman	AL	35055-6151	(256) 737-5009
B/W Plus Daphne Inn & Suites	Nilay A Patel	8931 Sawwood St	Daphne	AL	36527-7607	(251) 625-6260
B/W River City Hotel	Viren I. Patel	1305 Front Ave SW	Decatur	AL	35603-2675	(256) 301-1388
B/W Plus Two Rivers Hotel & Suites	Hugh V. Overmyer	662 US Highway 80 W	Demopolis	AL	36732-4122	(334) 289-2611
B/W Dothan Inn & Suites	Jitendrakumar Patel	1650 Westgate Pkwy	Dothan	AL	36303-5652	(334) 792-9000
B/W Plus Circle Inn	Kartik Patel	715 Boll Weevil Cir	Enterprise	AL	36330-2036	(334) 393-5248
B/W Plus Gadsden Hotel & Suites	Nileshkumar T. Patel	205 Enterprise Dr	Gadsden	AL	35904-8239	(256) 570-0569
B/W Gardendale	Sanjay M. Patel	842 Thompson St	Gardendale	AL	35071-4602	(205) 631-1181
B/W Greenville Inn	Amit Patel	56 Cahaba Rd	Greenville	AL	36037-4307	(334) 382-9200
B/W on the Beach	Bobby Thompson	337 E Beach Blvd	Gulf Shores	AL	36542-6505	(251) 948-2711
B/W Huntsville	Vikram Patel	4890 University Dr NW	Huntsville	AL	35816-1848	(256) 830-8999
B/W Suites	Michael Shows	3218 College Ave	Jackson	AL	36545-2233	(251) 246-6030
B/W Plus Bass Hotel & Suites	Hasitkumar Patel	1949 Village Dr	Leeds	AL	35094-1133	(205) 640-5300
B/W Plus Madison-Huntsville Hotel	Nishant Meraiya	9035 Madison Blvd	Madison	AL	35758-1703	(256) 772-7170
EOD Fall 2022 B/W Plus Mobile Inn & Suites	Hirababen Patel	600 W I65 Service Rd S	Mobile	AL	36608-5907	(251) 344-8030
B/W Inn	Rajendra B. Bhakta	4419 S Alabama Ave	Monroeville	AL	36460-5639	(251) 575-9999
B/W Montgomery I-85 North Hotel	Bintesh Patel	5225 Carmichael Rd	Montgomery	AL	36106-2904	(334) 277-6000
B/W Catalina Inn	Anil Patel	2015 McFarland Blvd	Northport	AL	35476-2920	(205) 339-5200
B/W Auburn/Opelika Inn	Vishal C. Patel	205 N 21st St	Opelika	AL	36801-5447	(334) 745-6293
B/W Opp Inn	Neil Patel	7084 Veterans Memorial Pkwy	Opp	AL	36467-3772	(334) 493-9000
B/W Premier The Tides	Tedrick Ent	26032 Perdido Beach Blvd	Orange Beach	AL	36561-3148	(251) 981-9888
B/W Plus Oak Mountain Inn	Anil Patel	100 Bishop Cir	Pelham	AL	35124-1397	(205) 982-1113
B/W Plus Russellville Hotel & Suites	Mehul H. Patel	13770 Highway 43	Russellville	AL	35653-2834	(256) 332-1002
B/W Troy Inn	Dhara Shah	100 Hunters Mountain Pkwy	Troy	AL	36079-5885	(334) 566-1585
B/W University Inn	Chhotabhai S. Patel	3801 McFarland Blvd E	Tuscaloosa	AL	35405-2403	(205) 556-9690
B/W Plus Tuscumbia/Muscle Shoals Hotel & Suites	James Wheeler	1934 Highway 20	Tuscumbia	AL	35674-7365	(256) 386-9889
B/W Benton Inn	Naresh Patel	17036 Interstate 30	Benton	AR	72019-2935	(501) 778-9695
B/W Plus Castlerock Inn & Suites	Janak Patel	501 SE Walton Blvd	Bentonville	AR	72712-6768	(479) 845-7707
B/W Hillside Inn	Rakesh Patel	1025 Highway 65 B	Clinton	AR	72031-6302	(501) 745-4700
B/W Conway	Ankur B. Patel	816 E Oak St	Conway	AR	72032-4724	(501) 329-9855

Open Hotels as of 11/30/22

B/W Inn of the Ozarks	Randy Wolfinbarger	207 W Van Buren	Eureka Springs	AR	72632-3648	(479) 253-9768
B/W Windsor Suites	Terry B. Dill	1122 S Futrall Dr	Fayetteville	AR	72701-6291	(479) 301-2882
B/W Aspen Hotel	Pinakin Patel	2900 S 68th St	Fort Smith	AR	72903-4000	(479) 452-9000
B/W Hope	Jason Prejean	1800 Holiday Dr	Hope	AR	71801-2510	(870) 777-9222
B/W Winners Circle	James D. Shamburger	2520 Central Ave	Hot Springs	AR	71901-7512	(501) 624-2531
B/W Jacksonville Inn	Ajay Patel	1600 John Harden Dr	Jacksonville	AR	72076-3157	(501) 982-8181
B/W Plus Jonesboro Inn & Suites	Jasdeep S. Grewal	2911 Gilmore Dr	Jonesboro	AR	72401-7328	(870) 333-1419
B/W Shackelford	Rahul R. Patel	8 Shackelford Dr	Little Rock	AR	72211-2858	
B/W Southwest Little Rock	Radha Patel	6100 MITCHELL DR	LITTLE ROCK	AR	72209-4669	(501) 562-6667
B/W Plus Lonoke Hotel	Nick Patel	102 Dee Dee Ln	Lonoke	AR	72086-8155	(501) 676-8880
B/W Plus Executive Residency Marion	William Thompson	100 Hannah Ln	Marion	AR	72364	(870) 559-4155
B/W Plus JFK Inn & Suites	Parimala Ashok Desai	2500 Main St	North Little Rock	AR	72114-2316	(501) 246-3300
B/W Sherwood Inn & Suites	Neeshant Patel	7533 Warden Rd	North Little Rock	AR	72120-5042	(501) 835-7556
EOD Winter 2023 B/W North Little Rock	Darshan Patel	4306 E McCain Blvd	North Little Rock	AR	72117-2517	
B/W Presidential Hotel & Suites	Rajendra B. Bhakta	3104 Market St	Pine Bluff	AR	71601-6811	(870) 535-6300
B/W Inn	Rajendra B. Bhakta	2326 N Arkansas Ave	Russellville	AR	72802-2218	(479) 967-1000
B/W Plus Searcy Inn	Parimala Ashok Desai	501 Willow St	Searcy	AR	72143-9709	(501) 279-9191
B/W Plus Texarkana Inn & Suites	Jayantkumar Patel	5219 Cross Roads Pkwy	Texarkana	AR	71854-2301	(870) 774-1534
B/W Van Buren Inn	Shailesh Gopal	1903 N 6th St	Van Buren	AR	72956-2338	(479) 474-8100
B/W Apache Junction Inn	Dilipbhai P. Patel	1101 W Apache Trl	Apache Junction	AZ	85120-5402	(480) 982-9200
EOD Fall 2022 B/W Bellemont Shadow Mountain Inn	Sunesh Tewari	12380 Interstate 40	Bellemont	AZ	86015-5087	(800) 538-1234
B/W Plus Casa Grande Inn & Suites	Subramaniam Kathereson	1918 E Florence Blvd	Casa Grande	AZ	85122	(520) 836-5190
B/W Inn of Chandler	Mamta Hemant Patel	950 N Arizona Ave	Chandler	AZ	85225-6709	(480) 814-8600
B/W Plus Chandler Hotel & Suites	James Wheeler	7101 W Sundust Rd	Chandler	AZ	85226-5889	(520) 796-1350
B/W Canyon De Chelly Inn	Francois Massicotte	100 Main St	Chinle	AZ	86503	(928) 674-5875
B/W Cottonwood Inn	Ghanshyam Patel	993 S Main St	Cottonwood	AZ	86326-4608	(928) 634-5575
B/W Douglas Inn & Suites	Pragnesh T. Patel	199 E 7th St	Douglas	AZ	85607-2877	(520) 364-5000
B/W Sunrise Inn	Junaib A. Rizvi	128 N Main St	Eagar	AZ	85925-9690	(928) 333-2540
B/W Desert Oasis	Amit Patel	I-10 Exit 1 S Frontage Rd	Ehrenberg	AZ	85334	(928) 923-9711
Aiden by Best Western @ Flagstaff	Kunal Patel	2000 S Milton Rd	Flagstaff	AZ	86001-6314	(800) 528-1234
B/W Pony Soldier Inn & Suites	Rebecca R. Driggs	3030 E Route 66	Flagstaff	AZ	86004-3936	(928) 526-2388
B/W Space Age Lodge	William R. O'Connell	401 E Pima	Gila Bend	AZ	85337	(928) 683-2273
B/W Copper Hills Inn	Rajesh Patel	1565 E South St	Globe	AZ	85501-1475	(928) 425-7575
B/W Gold Canyon Inn & Suites	Ramesh C. Somaiya	8333 E Sunrise Sky Dr	Gold Canyon	AZ	85118-2992	(480) 671-6000
B/W Phoenix Goodyear Inn	Charles Myn Lee	55 N Litchfield Rd	Goodyear	AZ	85338-1283	(623) 932-3210
B/W Premier Grand Canyon Squire Inn	Lon Halvorson	74 State Route 64	Grand Canyon	AZ	86023	(928) 638-2681
B/W Green Valley Inn	Suhrobdjon (Suhrob) Mahmudov	111 S La Canada Dr	Green Valley	AZ	85614-2601	(520) 625-2250
B/W Sawmill Inn	Dharmendra V. Bhakta	1877 Highway 260	Heber	AZ	85928	(928) 535-5053
B/W Arizonian Inn	Jean-Michel Rizk	2508 Navajo Blvd	Holbrook	AZ	86025-1831	(928) 524-2611
B/W Plus A Wayfarer's Inn and Suites	Cary A. Swenson	2815 E Andy Devine Ave	Kingman	AZ	86401-4202	(928) 753-6271
B/W Plus King's Inn & Suites	Shayne R. Wittwer	2930 E. Andy Devine Ave	Kingman	AZ	86401-4205	(928) 753-6101
B/W Plus Mesa	Mehulkumar Ahir	1563 S Gilbert Rd	Mesa	AZ	85204-6007	(480) 926-3600
B/W Superstition Springs Inn	Bhupendrakumar Rohit	1342 S Power Rd	Mesa	AZ	85206-3704	(480) 641-1164
B/W Sonora Inn & Suites	Uttambhai R. Bhakta	750 W Shell Rd	Nogales	AZ	85621-1152	(520) 375-6500
B/W Plus at Lake Powell	Sundip Patel	208 N Lake Powell Blvd	Page	AZ	86040	(928) 645-5988
B/W View of Lake Powell Hotel	Min-Min Jung Wang	716 Rimview Dr	Page	AZ	86040	(928) 645-8868
B/W Parker Inn	Ashutosh Kadakia	1012 Geronimo Ave	Parker	AZ	85344-5142	(928) 669-6060

Open Hotels as of 11/30/22

B/W Inn of Payson	Bharat Patel	301 S Beeline Hwy Ste A	Payson	AZ	85541-4987	(928) 474-9800
EOD Winter 2024 BW Peoria Glendale	Anand Vashi	8955 W Grand Ave	Peoria	AZ	85345-8107	(623) 979-7200
B/W Downtown Phoenix	Brian Daley Welker	620 N 6th St	Phoenix	AZ	85004-2149	(602) 452-2020
B/W InnSuites Phoenix Hotel & Suites	Arpit Ashokbhai Patel	1615 E Northern Ave	Phoenix	AZ	85020-3932	(602) 997-6285
B/W North Phoenix Hotel	Neil Patel	9455 N. Black Canyon Hwy	Phoenix	AZ	85021-2708	(602) 395-0900
B/W Plus Executive Residency Phoenix North Happy Valley	Chandrashekhar P. Trivedi	2108 West Whispering Wind Dr	Phoenix	AZ	85085	(623) 259-9300
B/W Inn of Pinetop	Simon Rizk	404 E White Mountain Blvd	Pinetop	AZ	85935-7032	(928) 367-6667
B/W Prescottonian	Amariah Olson	1317 E Gurley St	Prescott	AZ	86301-3313	(928) 445-3096
B/W Desert Inn	Raj Shastri	1391 W Thatcher Blvd	Safford	AZ	85546-3304	(928) 428-0521
B/W Plus Safford	Paramjit Nagra	450 E Entertainment Ave	Safford	AZ	85546-2220	(928) 348-9400
Aiden by Best Western @ Scottsdale North	Nirav Patel	10801 N 89th Place	Scottsdale	AZ	85260-6772	(480) 314-1200
B/W Plus Scottsdale Thunderbird Suites	Benjamin Wagner	7515 E Butherus Dr	Scottsdale	AZ	85260-2416	(480) 951-4000
B/W Plus Sundial	Jude Nau	7320 E Camelback Rd	Scottsdale	AZ	85251-3404	(480) 994-4170
Aiden by Best Western @ Sedona	Rebecca R. Driggs	2545 W Highway 89A	Sedona	AZ	86336	
B/W Plus Arroyo Roble Hotel & Creekside Villas	Kristi Allen Nickols	400 N State Route 89A	Sedona	AZ	86336-4214	(928) 282-4001
B/W Paint Pony Lodge	Victoria S. McCarty	581 W Deuce of Clubs	Show Low	AZ	85901-5813	(928) 537-5773
B/W Plus Sun Canyon	Brad Christensen	260 N Garden Ave	Sierra Vista	AZ	85635-3810	(520) 335-0404
B/W Snowflake Inn	Vijay Koradiya	2055 S Main St	Snowflake	AZ	85937-5613	(928) 536-3888
B/W Plus Surprise-Phoenix NW	Amandeep Dhillon	13337 W Grand Ave	Surprise	AZ	85374-4070	(623) 544-6874
Vib Hotel by Best Western Phoenix-Tempe	Michael Morton	511 South Farmer Ave	Tempe	AZ	85281	(480) 805-2070
B/W Tolleson Hotel	Sundip Patel	8421 W McDowell Rd	Tolleson	AZ	85353-9007	(623) 936-6000
B/W Gold Poppy Inn	Alpa M. Patel	4930 W Ina Rd	Tucson	AZ	85743-8633	(520) 579-7202
B/W InnSuites Tucson Foothills Hotel & Suites	Jeffrey Egelhoff	6201 N Oracle Rd	Tucson	AZ	85704-5409	(520) 297-8111
B/W Royal Sun Inn & Suites	Jay Solanki	1015 N Stone Ave	Tucson	AZ	85705-7748	(520) 622-8871
B/W Tucson Int'l Airport Hotel & Suites	Mohkam Bath	6801 S Tucson Blvd	Tucson	AZ	85756-7015	(520) 746-3932
B/W Rancho Grande	Manish Madhukumar Patel	293 E Wickenburg Way	Wickenburg	AZ	85390-1484	(928) 684-5445
B/W Plus Inn of Williams	Sheryl Lynn Olson	2600 W Route 66	Williams	AZ	86046-9182	(928) 635-4400
B/W Plus Winslow Inn	Ted Chou	816 Transcon Ln	Winslow	AZ	86047-4442	(928) 289-2960
B/W Plus Yuma Foothills Inn & Suites	Ashutosh Kadakia	10731 E South Frontage Rd	Yuma	AZ	85367-7847	(928) 345-1777
B/W Yuma Mall Hotel & Suites	Chris Kang	1450 S Castle Dome Ave	Yuma	AZ	85365-1732	(928) 783-8341
B/W Courtesy Inn - Anaheim Park Hotel	Minakshi Dahya	1070 W Ball Rd	Anaheim	CA	92802-1804	(714) 772-2470
B/W Plus Anaheim Inn	William O'Connell III	1630 S Harbor Blvd	Anaheim	CA	92802-2314	(714) 774-1050
B/W Plus Park Place Inn - Mini Suites	William O'Connell III	1544 S Harbor Blvd	Anaheim	CA	92802-2312	(714) 776-4800
B/W Plus Pavilions	William O'Connell III	1176 W Katella Ave	Anaheim	CA	92802-2833	(714) 776-0140
B/W Plus Raffles Inn & Suites	Jerry Lee Simpkins	2040 S Harbor Blvd	Anaheim	CA	92802-3514	(714) 750-6100
B/W Plus Stovall's Inn	William O'Connell III	1110 W Katella Ave	Anaheim	CA	92802-2805	(714) 778-1880
B/W Anderson Inn	Ankit Panchal	2688 Gateway Dr	Anderson	CA	96007-3530	(530) 365-2753
B/W Cedar Inn & Suites	Dan J. Aspromonte	444 S Main St	Angels Camp	CA	95222	(209) 736-4000
B/W Arcata Inn	Ron Reynolds	4827 Valley West Blvd	Arcata	CA	95521-4693	(707) 826-0313
B/W Casa Grande Inn	Kevin Thornton	850 Oak Park Blvd	Arroyo Grande	CA	93420-1812	(805) 481-7398
B/W Golden Key	Naymesh Waland	13450 Lincoln Way	Auburn	CA	95603-3238	(530) 885-8611
B/W Heritage Inn	Muhammad Choudhry	253 Trask St	Bakersfield	CA	93314-9756	(661) 764-6268
B/W Plus Hill House	Ghanshyamsinh Zala	700 Truxtun Ave	Bakersfield	CA	93301-4817	(661) 327-4064
B/W Desert Villa Inn	Sakib Rahman	1984 E Main St	Barstow	CA	92311-3218	(760) 256-1781
B/W Plus New Barstow Inn & Suites	Timothy Daniel Knight	2565 Commerce Parkway	Barstow	CA	92311	(760) 307-5555
D FALL 2022 Aiden by Best Western @ Santa Cruz Mounta	Bijal Umesh Patel	9733 Highway 9	Ben Lomond	CA	95005-9204	(831) 336-2292
B/W Plus Heritage Inn	Vishal Mirpuri	1955 E 2nd St	Benicia	CA	94510-2201	(707) 746-0401

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Aiden by Best Western @ Berkeley	Jiten Jadav	1499 University Ave	Berkeley	CA	94702-1508	(510) 898-2650
B/W Big Bear Chateau	Braden Yuill	42200 Moonridge Rd	Big Bear Lake	CA	92315-1814	(909) 866-6666
B/W Bishop Lodge	Sunil Lad	1025 N Main St	Bishop	CA	93514-2407	(760) 873-3543
B/W Blythe	Amit Patel	550 W Donlon St	Blythe	CA	92225-2704	(760) 922-8881
B/W Plus Main Street Inn	Ashutosh Kadakia	1562 E Main St	Brawley	CA	92227-9504	(760) 351-9800
B/W Brentwood Inn	Bhavesh Patel	8820 Brentwood Blvd	Brentwood	CA	94513-4003	(925) 634-6400
B/W Plus Media Center Inn & Suites	Ishver A. Patel	3910 W Riverside Dr	Burbank	CA	91505-4326	(818) 842-1900
B/W John Jay Inn	Vikas Ajwani	2421 Scaroni Rd	Calexico	CA	92231-9731	(760) 768-0442
B/W California City Inn & Suites	Mitul Tundavia	10386 California City Blvd	California City	CA	93505-6302	(760) 373-1369
B/W Plus Stevenson Manor	David Jagdish Patel	1830 Lincoln Ave	Calistoga	CA	94515-1115	(707) 942-1112
B/W Canoga Park Motor Inn	Mireya Rodriguez	20122 Vanowen St	Canoga Park	CA	91306-4308	(818) 883-1200
B/W Plus Capitola By-the-Sea Inn & Suites	Dan J. Aspromonte	1435 41st Ave	Capitola	CA	95010-2912	(831) 477-0607
B/W Carlsbad by the Sea	Ramesh (Ron) Pitamber	751 Macadamia Dr	Carlsbad	CA	92011-3205	(760) 438-2285
B/W Plus Beach View Lodge	Renier Milan	3180 Carlsbad Blvd	Carlsbad	CA	92008-2908	(760) 729-1151
B/W Carmel's Town House Lodge	Nilam Patel	5th & San Carlos Street	Carmel-by-the-Sea	CA	94539	(831) 624-1261
B/W Plus Carpinteria Inn	John J. Sanders	4558 Carpinteria Ave	Carpinteria	CA	93013-1863	(805) 684-0473
B/W Plus Desert View Inn & Suites	Alpa M. Patel	31450 Bob Hope Dr	Cathedral City	CA	92234	(760) 537-1510
B/W Rose Quartz Inn	Ghulam Fareed	306 Main St	Chester	CA	96020	(530) 258-2002
B/W Heritage Inn - Chico	Ramesh (Ron) Pitamber	25 Heritage Ln	Chico	CA	95926-1368	(530) 894-8600
B/W Pine Tree Motel	Patrick F. Grabowski	12018 Central Ave	Chino	CA	91710-1907	(909) 628-6021
B/W Chula Vista/Otay Valley Hotel	Neil S. Patel	4450 Main St	Chula Vista	CA	91911-6508	(619) 422-2600
B/W El Grande Inn	Dilipkumar G. Patel	15135 Lakeshore Dr	Clearlake	CA	95422-8106	(707) 994-2000
B/W Clovis Cole	Stephen E. Trettin	415 Clovis Ave	Clovis	CA	93612-1119	(559) 299-1547
B/W Big Country Inn	Mahmood (Mike) E. Merchant	25020 W Dorris Ave	Coalinga	CA	93210-9723	(559) 935-0866
B/W Plus Coalinga Inn	Mahmood (Mike) E. Merchant	1786 Jayne Ave	Coalinga	CA	93210-9249	(559) 934-0101
B/W Colfax	Rajinder Singh	801 South Auburn St	Colfax	CA	95713	(530) 206-8787
B/W Plus Arrowhead Hotel	Brahmand Deep Singh	250 N 9th St	Colton	CA	92324-2915	(909) 370-2424
B/W Plus Commerce Hotel	Neelum Pitamber	7272 E Gage Ave	Commerce	CA	90040-3813	(562) 806-4777
B/W Heritage Inn	Muhammad Choudhry	4600 Clayton Rd	Concord	CA	94521-7644	(925) 686-4466
B/W Plus Corning Inn	Suresh C. Patel	910 Highway 99 W	Corning	CA	96021-2706	(530) 824-5200
B/W Corona Hotel & Suites	Amit Patel	1900 Frontage Rd	Corona	CA	92882-8401	(951) 738-9113
B/W Plus Suites Hotel Coronado Island	Jeffrey Hsin-Yang Lin	275 Orange Ave	Coronado	CA	92118-1410	(619) 437-1666
B/W Corte Madera Inn	Garrett C. Grialou	56 Madera Blvd	Corte Madera	CA	94925-1227	(415) 924-1502
B/W Plus Newport Mesa Inn	Naj Ekhlas	2642 Newport Blvd	Costa Mesa	CA	92627-4626	(949) 650-3020
B/W Plus Northwoods Inn	Bhanu S. Patel	655 US Highway 101 S	Crescent City	CA	95531-4416	(707) 464-9771
B/W Plus Dana Point Inn-by-the-Sea	Anish Khimani	34744 Pacific Coast Hwy	Dana Point	CA	92624-1302	(949) 240-0150
B/W Plus Marina Shores Hotel	Robert Jackson	34280 Pacific Coast Hwy	Dana Point	CA	92629-2824	(949) 248-1000
B/W Danville Sycamore Inn	James F. Baldacci	803 Camino Ramon	Danville	CA	94526-4253	(925) 855-8888
B/W Plus Palm Court Hotel	Ashok Ravindra Patel	234 D St	Davis	CA	95616-4513	(530) 753-7100
B/W University Lodge	Andrew Warren	123 B St	Davis	CA	95616-4636	(530) 756-7890
B/W Premier Hotel Del Mar	Thomas L. Mackey	720 Camino Del Mar	Del Mar	CA	92014-3008	(858) 755-9765
B/W Liberty Inn	Jaydev A. Patel	14394 County Line Rd	Delano	CA	93215-9425	(661) 725-0976
B/W Diamond Bar Hotel & Suites	Manish Patel	259 Gentle Springs Ln	Diamond Bar	CA	91765-1614	(909) 860-3700
B/W Americana	Ajitkumar Tailor	1450 S Alta Ave	Dinuba	CA	93618-3802	(559) 595-8401
B/W Plus Dixon Davis	Bharat C. Patel	1345 Commercial Way	Dixon	CA	95620-2025	(707) 678-1400
B/W El Centro Inn	Jagmeet Singh Gill	2352 S 4th St	El Centro	CA	92243-6002	(760) 337-8677
B/W Encinitas Inn & Suites at Moonlight Beach	Vijay Virendra Daya	85 Encinitas Blvd	Encinitas	CA	92024-3625	(760) 942-7455

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B/W Escondido Hotel	Sandeep Bagri	1700 Seven Oakes Rd	Escondido	CA	92026-3308	(760) 740-1700
B/W Plus Bayshore Inn	Ron Reynolds	3500 Broadway	Eureka	CA	95503-3810	(707) 268-8005
B/W Plus Humboldt Bay Inn	Gary Stone	232 W 5th St	Eureka	CA	95501-0221	(707) 443-2234
B/W Exeter Inn & Suites	Anil P. Patel	805 S Kaweah Ave	Exeter	CA	93221-9361	(559) 592-8118
B/W Cordelia Inn	Subhash Patel	4373 Central Pl	Fairfield	CA	94534-1604	(707) 864-2029
B/W La Posada Motel	Jae Hong Kim	827 W Ventura St	Fillmore	CA	93015-1836	(805) 524-0440
B/W Apricot Inn	Mahmood (Mike) E. Merchant	46290 W Panoche Rd	Firebaugh	CA	93622-9719	(559) 659-1444
B/W Vista Manor Lodge	Kuami Kao	1100 N Main St	Fort Bragg	CA	95437-8132	(707) 964-4776
B/W Country Inn	Nil Bhakta	2025 Riverwalk Dr	Fortuna	CA	95540-9552	(707) 725-6822
B/W Plus Garden Court Inn	Carl T. Doughty	5400 Mowry Ave	Fremont	CA	94538-1049	(510) 792-4300
B/W Plus Fresno Airport Hotel	Ajit Patel	1551 N Peach Ave	Fresno	CA	93727-8507	(559) 251-5200
B/W Plus Fresno Inn	Ajit Patel	480 E Shaw Ave	Fresno	CA	93710-7602	(559) 229-5811
B/W Village Inn	Kaushikkumar Patel	3110 N Blackstone Ave	Fresno	CA	93703-1018	(559) 226-2110
B/W Galt Inn	Amarjit Kaur Sandhu	620 N Lincoln Way	Galt	CA	95632-8601	(209) 745-9500
B/W Plus Humboldt House Inn	Roshan Anil Patel	701 Redwood Dr	Garberville	CA	95542-3104	(707) 923-2771
B/W Plus Gardena Inn & Suites	Ramesh Ahir	14400 S Western Ave	Gardena	CA	90249-3302	(310) 817-4983
B/W Plus Forest Park Inn	Bhavesh Patel	375 Leavesley Rd	Gilroy	CA	95020-3606	(408) 848-5144
B/W Plus Route 66 Glendora Inn	Manish Patel	625 E Route 66	Glendora	CA	91740-3508	(626) 335-2817
B/W Plus South Coast Inn	Alex N. Pananides	5620 Calle Real	Goleta	CA	93117-2319	(805) 967-3200
B/W Gold Country Inn	Neelum Pitamber	972 Sutton Way	Grass Valley	CA	95945-5177	(530) 273-1393
B/W Hanford Inn	Hemant Patel	755 Cadillac Ln	Hanford	CA	93230-4965	(559) 583-7300
B/W Plus Inn of Hayward	Narendra M. Khatri	360 W A St	Hayward	CA	94541-4857	(510) 785-8700
B/W Dry Creek Inn	Aaron Krug	198 Dry Creek Rd	Healdsburg	CA	95448-4702	(707) 433-0300
B/W Plus Diamond Valley Inn	Nishith Mehta	3510 W Florida Ave	Hemet	CA	92545-3518	(951) 658-2281
B/W Hesperia-Victorville Suites	Karan Bhatia	9625 Mariposa Rd	Hesperia	CA	92344-4606	
B/W Hollywood Plaza Inn-Hollywood Walk of Fame Hotel-L	Minakshi Dahya	2011 N Highland Ave	Hollywood	CA	90068-3238	(323) 851-1800
B/W Surf City	Van Than	19360 Beach Blvd	Huntington Beach	CA	92648-2502	(714) 962-4244
B/W Date Tree Hotel	Steve Carter	81909 Indio Blvd	Indio	CA	92201-2038	(760) 347-3421
B/W Airpark Hotel-Los Angeles LAX Airport	Dinu D. Patel	640 W Manchester	Inglewood	CA	90301-1655	(310) 677-7378
B/W Airport Plaza Inn - Los Angeles LAX Hotel	Dinu D. Patel	1730 Centinela Ave	Inglewood	CA	90302-1027	(310) 568-0071
B/W Plus Suites Hotel - Los Angeles LAX Airport	Dinu D. Patel	5005 W Century Blvd	Inglewood	CA	90304-1228	(310) 677-7733
B/W Amador Inn	Ramesh (Ron) Pitamber	200 S State Highway 49	Jackson	CA	95642-2548	(209) 223-0211
B/W Kettleman City Inn & Suites	Bankim Patel	33410 Powers Dr	Kettleman City	CA	93239-9731	(559) 386-0804
B/W Plus La Mesa San Diego	Rohit Marwaha	9550 Murray Dr	La Mesa	CA	91942-3924	(619) 466-0200
B/W Plus Lake Elsinore Inn & Suites	Ajay A. Patel	31781 Casino Dr	Lake Elsinore	CA	92530-4511	(951) 674-3131
B/W Plus Irvine Spectrum Hotel	Ramesh (Ron) Pitamber	23192 Lake Center Dr	Lake Forest	CA	92630-2837	(949) 380-9888
B/W Plus Desert Poppy Inn	Manjot Singh Bains	2038 W Ave I	Lancaster	CA	93536-7201	(661) 418-0550
B/W Plus South Bay Hotel	Yaping Wang	15000 Hawthorne Blvd.	Lawndale	CA	90260-1503	(310) 973-0998
B/W Liberty Inn	Jaydev A. Patel	5521 Dennis McCarthy Dr	Lebec	CA	93243-9721	(661) 858-7777
B/W Inn & Suites Lemoore	Frances J. Parry	820 E Bush St	Lemoore	CA	93245-9578	(559) 924-3200
B/W Plus Vineyard Inn	Hema Roy	7600 Southfront Rd	Livermore	CA	94551-8227	(925) 456-5422
B/W I-5 Inn & Suites	Sarah Bathla	6411 W Banner Rd	Lodi	CA	95242-9125	(209) 367-3000
B/W Frontier Motel	Franklin Travis Powell	1008 S Main St	Lone Pine	CA	93545-3010	(760) 876-5571
B/W Plus Hotel at the Convention Center	Hitendra Patel	517 E 1st St	Long Beach	CA	90802-5025	(562) 285-0281
B/W Los Alamitos Inn & Suites	Dipak Bhakta	10591 Los Alamitos Blvd	Los Alamitos	CA	90720-2113	(562) 598-2299
B/W Plus Dragon Gate Inn	Peter R. Kwong	818 N Hill St	Los Angeles	CA	90012-2395	(213) 617-3077
B/W Plus Glendale	Kinnari Desai	2911 Colorado Blvd	Los Angeles	CA	90041-1011	(323) 256-7711

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B/W Plus LA Mid-Town Hotel	Gerald Wang	603 S New Hampshire Ave	Los Angeles	CA	90005-1342	(213) 385-4444
B/W Plus Sunset Plaza Hotel	David Rose	8400 Sunset Blvd	Los Angeles	CA	90069-1910	(323) 654-0750
B/W Royal Palace Inn & Suites	Kunal Sikand	2528 S Sepulveda Blvd	Los Angeles	CA	90064-3123	(310) 477-9066
B/W Executive Inn	Ghanshyam Parmar	301 W Pacheco Blvd	Los Banos	CA	93635-4046	(209) 827-0954
B/W The Inn of Los Gatos	Jonathan Shank	55 Los Gatos Saratoga Rd	Los Gatos	CA	95032-5461	(408) 356-9191
B/W Plus Manhattan Beach Hotel	Nirmal Suresh Patel	1817 N Sepulveda Blvd	Manhattan Beach	CA	90266-2901	(310) 546-8942
B/W Plus Executive Inn & Suites	Gurjinder Singh	1415 E Yosemite Ave	Manteca	CA	95336-5005	(209) 825-1415
B/W Marina State Beach	Nupen Patel	3290 Dunes Rd	Marina	CA	93933-2005	(831) 883-0300
B/W Plus Yosemite Way Station Motel	Pramod J. Patel	4999 Highway 140	Mariposa	CA	95338	(209) 966-7545
B/W John Muir Inn	Ramesh (Ron) Pitamber	445 Muir Station Rd	Martinez	CA	94553-4671	(925) 229-1010
B/W Plus Riviera	Bhupendra B. Patel	15 El Camino Real	Menlo Park	CA	94025-5232	(650) 321-8772
B/W Inn	Rajendra B. Bhakta	1033 Motel Dr	Merced	CA	95340-5155	(209) 723-2163
B/W Plus Brookside Inn	Prashant M. Mehta	400 Valley Way	Milpitas	CA	95035-4136	(408) 263-5566
B/W Palm Court Inn	Anil M. Khatri	2001 W Orangeburg Ave	Modesto	CA	95350-3741	(209) 521-9000
B/W Town House Lodge	Anil M. Khatri	909 16th St	Modesto	CA	95354-1117	(209) 524-7261
B/W Desert Winds	David Hasmukhbhai Patel	16200 Sierra Hwy	Mojave	CA	93501-1835	(661) 824-3601
B/W De Anza Inn	Michael A. Marotta	2141 N Fremont St	Monterey	CA	93940-5242	(831) 646-8300
B/W Park Crest Inn	Sanjay Patel	1100 Munras Ave	Monterey	CA	93940-4514	(831) 372-4576
B/W Plus Monterey Inn	Max H. Hoseit	825 Abrego St	Monterey	CA	93940-3103	(831) 373-5345
B/W Moreno Hotel & Suites	Harshit Italia	24840 Elder Ave	Moreno Valley	CA	92557-7300	(951) 924-4546
B/W San Marcos Inn	Steven Allen	250 Pacific St	Morro Bay	CA	93442-2261	(805) 772-2248
B/W Tradewinds	Lori Lascola	225 Beach St	Morro Bay	CA	93442-2001	(805) 772-7376
B/W Plus Tree House	Charles T. Gaspar	111 Morgan Way	Mount Shasta	CA	96067-2557	(530) 926-3101
B/W Plus Inn at the Vines	Charles T. Gaspar	100 Soscol Ave	Napa	CA	94559-4010	(707) 257-1930
B/W Plus Marina Gateway Hotel	John J. Sanders	800 Bay Marina Dr.	National City	CA	91950-6406	(619) 259-2800
B/W Colorado River Inn	Unmesh Mehta	2371 W Broadway	Needles	CA	92363-2106	(760) 326-4552
B/W Burbank Airport Inn	Yagnesh K. Patel	7615 Lankershim Blvd	North Hollywood	CA	91605-2814	(818) 765-2900
B/W Norwalk Inn	Karena Chang Sujo	10902 Firestone Blvd	Norwalk	CA	90650-2241	(562) 929-8831
B/W Plus Novato Oaks Inn	Garrett C. Grialou	215 Alameda Del Prado	Novato	CA	94949-6657	(415) 883-4400
B/W Plus Rama Inn & Suites	Bakulesh G. Patel	1450 E F St	Oakdale	CA	95361-9228	(209) 845-2500
B/W Plus Yosemite Gateway Inn	Glenn Hargrove	40530 Highway 41	Oakhurst	CA	93644-9621	(559) 683-2378
B/W Plus Airport Inn & Suites	Manojkumar Patel	170 Hegenberger Loop	Oakland	CA	94621-1326	(510) 633-0500
B/W Plus Bayside Hotel	Raymond John Ziccardi	1717 Embarcadero	Oakland	CA	94606-5223	(510) 356-2450
B/W Plus Delta Inn & Suites	Roger N. Patel	5549 Bridgehead Rd	Oakley	CA	94561-2938	(925) 755-1222
B/W Oceanside Inn	Franklin Chang	1680 Oceanside Blvd	Oceanside	CA	92054-5427	(760) 722-1821
B/W Plus Oceanside Palms	Kim Walker	909 N Coast Hwy	Oceanside	CA	92054-2135	(760) 721-1543
B/W Plus Ontario Airport & Convention Center	Gerald Wang	209 N Vineyard Ave	Ontario	CA	91764-4427	(909) 937-6800
B/W Orange Plaza	Anil V. Patel	1302 W Chapman Ave	Orange	CA	92868-2833	(714) 633-7720
B/W Plus Meridian Inn & Suites, Anaheim-Orange	Devang Patel	720 The City Dr S	Orange	CA	92868-4927	(714) 740-2700
B/W Oxnard Inn	Jaysree Lad	1156 S Oxnard Blvd	Oxnard	CA	93030-7418	(805) 483-9581
B/W The Inn & Suites Pacific Grove	Sejal A. Patel	660 Dennett St	Pacific Grove	CA	93950-3832	(831) 373-8777
B/W Plus Palm Desert Resort	James E. Choi	74695 Highway 111	Palm Desert	CA	92260-3803	(760) 340-4441
B/W Inn at Palm Springs	James E. Choi	1633 S Palm Canyon Dr	Palm Springs	CA	92264-8343	(760) 325-9177
B/W Plus Las Brisas Hotel	Raymond E. Johnston	222 S Indian Canyon Dr	Palm Springs	CA	92262-6618	(760) 325-4372
B/W Plus John Jay Inn & Suites	Shamir Patel	600 W Palmdale Blvd	Palmdale	CA	93551-4578	(661) 575-9322
B/W Paradise Hotel	Ghulam Fareed	5475 Clark Rd	Paradise	CA	95969-6327	(530) 762-6051
B/W Pasadena Inn	Erika N. Ju Hsu	3570 E Colorado Blvd	Pasadena	CA	91107-3846	(626) 796-9100

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B/W Pasadena Royale Inn & Suites	Erika N. Ju Hsu	3600 E Colorado Blvd	Pasadena	CA	91107-3866	(626) 793-0950
B/W Plus Black Oak	Angela Beth McKee	1135 24th St	Paso Robles	CA	93446-1309	(805) 238-4740
B/W Plus Villa Del Lago Inn	Sunny Patel	2959 Speno Dr	Patterson	CA	95363-8521	(209) 892-5300
B/W Petaluma Inn	Richard Leland Myers	200 S McDowell Blvd	Petaluma	CA	94954-3506	(707) 763-0994
B/W Plus Anaheim Orange County Hotel	Anil V. Patel	118 E Orangethorpe Ave	Placentia	CA	92870-6410	(714) 528-7778
B/W Plus Placerville Inn	Vinod K. Sharma	6850 Green Leaf Dr	Placerville	CA	95667-6228	(530) 622-9100
B/W Plus Pleasanton Inn	Narendra M. Khatri	5375 Owens Ct	Pleasanton	CA	94588-3336	(925) 463-1300
B/W Stagecoach Inn	Hitesh C. Patel	5940 Pony Express Trl	Pollock Pines	CA	95726-9785	(530) 644-2029
B/W Porterville Inn	Jasvir Singh Dhaliwal	350 W Montgomery Ave	Porterville	CA	93257-5965	(559) 781-7411
B/W Poway/San Diego Hotel	Samapti Majumdar	13845 Poway Rd	Poway	CA	92064-4805	(858) 748-6320
B/W Plus Rancho Cordova Inn	Juan Llaca	10713 White Rock Rd	Rancho Cordova	CA	95670-6031	(916) 631-7500
B/W Plus Heritage Inn Rancho Cucamonga/Ontario	Ming Yueh Liu	8179 Spruce Ave	Rancho Cucamonga	CA	91730-3818	(909) 466-1111
B/W Antelope Inn & Suites	Ajit Patel	203 Antelope Blvd	Red Bluff	CA	96080-2901	(530) 527-8882
B/W Plus Hilltop Inn	Stephen C. Wahrlich	2300 Hilltop Dr	Redding	CA	96002-0508	(530) 221-6100
B/W Plus Twin View Inn & Suites	Bhavesht Patel	1080 Twin View Blvd	Redding	CA	96003-2021	(530) 241-5500
B/W Plus Redondo Beach Inn	Stanley L. Huang	1850 S. Pacific Coast Hwy	Redondo Beach	CA	90277-6117	(310) 540-3700
W Redondo Beach Galleria Inn-Los Angeles LAX Airport Ho	Dinu D. Patel	2740 Artesia Blvd	Redondo Beach	CA	90278-3314	(310) 370-4353
B/W Inn	Rajendra B. Bhakta	316 El Camino Real	Redwood City	CA	94062-1724	(650) 366-3808
B/W Plus Executive Suites	Parimal Patel	25 5th Ave	Redwood City	CA	94063-3601	(650) 366-5794
B/W China Lake Inn	Jonathan Mai Huynh	400 S China Lake Blvd	Ridgecrest	CA	93555-4610	(760) 371-2300
B/W Sonoma Winegrower's Inn	Debra Lynn Heckert	6500 Redwood Dr	Rohnert Park	CA	94928-2336	(707) 584-7435
B/W Plus Orchid Hotel & Suites	Ramesh (Ron) Pitamber	130 N Sunrise Ave	Roseville	CA	95661-2905	(916) 784-2222
B/W Roseville Inn	Ramesh (Ron) Pitamber	220 Harding Blvd	Roseville	CA	95678-2404	(916) 782-4434
B/W Plus Executive Inn	Anuj Patel	18880 Gale Ave	Rowland Heights	CA	91748-1337	(626) 810-1818
EOD Summer 2024 Premier Sacramento Old Town	Juan Llaca	909 3rd st	Sacramento	CA	95814-2301	(916) 446-1481
B/W Capital City Inn	Darshana Solanki	15 Massie Ct	Sacramento	CA	95823-4301	(916) 689-4425
B/W Sandman Hotel	Venu Madhav Kondle	236 Jibboom St	Sacramento	CA	95811-0108	(916) 443-6515
B/W Plus Salinas Valley Inn & Suites	Daniel Oh	187 Kern St	Salinas	CA	93905-2016	(831) 751-6411
B/W Salinas Monterey Hotel	Vinubhai Shankarbai Patel	175 Kern St	Salinas	CA	93905-2016	(831) 784-0176
B/W Americana Inn	Mahesh Patel	815 W San Ysidro Blvd	San Diego	CA	92173-1827	(619) 428-5521
B/W Cabrillo Garden Inn	Pei-Lee Lin	840 A St	San Diego	CA	92101-4613	(619) 234-8477
B/W Plus Bayside Inn	Aki Wakabayashi	555 W Ash St	San Diego	CA	92101-3414	(619) 233-7500
B/W Plus Hacienda Hotel Old Town	William H. McWethy	4041 Harney St	San Diego	CA	92110-2866	(619) 298-4707
B/W Plus Island Palms Hotel & Marina	Barbara Thompson	2051 Shelter Island Dr	San Diego	CA	92106-3105	(619) 222-0561
B/W San Diego Zoo/SeaWorld Inn & Suites	Bharat K. Lall	2485 Hotel Circle Pl	San Diego	CA	92108-2813	(619) 881-6200
B/W San Diego/Miramar Hotel	Neil S. Patel	9310 Kearny Mesa Rd	San Diego	CA	92126-4503	(858) 578-6600
B/W Seven Seas	Joseph F. Toczylowski	411 Hotel Cir S	San Diego	CA	92108-3402	(619) 291-1300
B/W Yacht Harbor Hotel	Nicholas J. Novasic	5005 N Harbor Dr	San Diego	CA	92106-2307	(619) 224-3254
B/W San Dimas Hotel & Suites	Kirankumar M. Patel	501 W Bonita Ave	San Dimas	CA	91773-2500	(909) 592-0500
B/W Red Coach Inn	Shailendra Devdhara	700 Eddy St	San Francisco	CA	94109-7806	(415) 771-2100
B/W Lanai Garden Inn & Suites	Ashok Thakrar	1575 Tully Rd	San Jose	CA	95122-2459	(408) 929-8100
B/W Plus Airport Plaza	Nitin Kumar	2118 The Alameda	San Jose	CA	95126-1140	(408) 243-2400
B/W Capistrano Inn	Jignesh Leva	27174 Ortega Hwy	San Juan Capistrano	CA	92675-2702	(949) 493-5661
B/W Plus Royal Oak Hotel	Laurenne Douglas	214 Madonna Rd	San Luis Obispo	CA	93405-5409	(805) 544-4410
B/W Coyote Point Inn	Vijay D. Patel	480 N Bayshore Blvd	San Mateo	CA	94401-1236	(650) 347-9990
B/W Plus Orange County Airport North	Michael C. Jiang	2700 Hotel Ter	Santa Ana	CA	92705-5602	(714) 432-8888
B/W Plus Pepper Tree Inn	David S. Cornish	3850 State St	Santa Barbara	CA	93105-3112	(805) 687-5511

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B/W Plus Santa Barbara	Gregory E. Broussard	2220 Bath St	Santa Barbara	CA	93105-4322	(805) 682-7277
B/W Inn Santa Clara	Prakash Patel	4341 El Camino Real	Santa Clara	CA	95051-2510	(408) 244-3366
B/W University Inn Santa Clara	Paresh B. Patel	1655 El Camino Real	Santa Clara	CA	95050-4158	(408) 244-8313
B/W Inn	Rajendra B. Bhakta	126 Plymouth St	Santa Cruz	CA	95060-2932	(831) 425-4717
B/W Plus All Suites Inn	Bhupendra B. Patel	500 Ocean St	Santa Cruz	CA	95060-6602	(831) 458-9898
B/W Plus Big America	Kenneth Thomas	1725 N Broadway	Santa Maria	CA	93454-1927	(805) 922-5200
B/W Andersen's Inn	Ravindra Govindbhai Patel	12367 State Highway 33	Santa Nella	CA	95322-9733	(209) 826-5534
B/W Garden Inn	Kamlesh B. Gosai	1500 Santa Rosa Ave	Santa Rosa	CA	95404-5428	(707) 546-4031
B/W Plus Wine Country Inn & Suites	Ramesh (Ron) Pitamber	870 Hopper Ave	Santa Rosa	CA	95403-1611	(707) 545-9000
B/W Santee Lodge	Neil Patel	10726 Woodside Ave	Santee	CA	92071-3143	(619) 449-2626
B/W Plus Inn Scotts Valley	Praful C. Patel	6020 Scotts Valley Dr	Scotts Valley	CA	95066-3234	(831) 438-6666
B/W Colonial Inn	Aamir Merchant	2799 Floral Ave	Selma	CA	93662-2603	(559) 891-0300
B/W Plus Carriage Inn	John J. Sanders	5525 Sepulveda Blvd	Sherman Oaks	CA	91411-3438	(818) 787-2300
B/W Posada Royale Hotel & Suites	Bong Je Choi	1775 Madera Rd	Simi Valley	CA	93065-3049	(805) 584-6300
B/W Sonoma Valley Inn & Krug Event Center	Aaron Krug	550 2nd St W	Sonoma	CA	95476-6633	(707) 938-9200
B/W Plus Sonoma Oaks Hotel & Conference Center	Ramesh (Ron) Pitamber	19551 Hess Ave	Sonoma	CA	95370-9720	(209) 533-4400
B/W Plus Grosvenor Airport Hotel	Todd Werby	380 S Airport Blvd	South San Francisco	CA	94080-6704	(650) 873-3200
B/W Plus Heritage Inn	Vishal Mirpuri	111 E March Ln	Stockton	CA	95207-5854	(209) 474-3301
B/W Silicon Valley Inn	Jayeshkumar I. Patel	600 N Mathilda Ave	Sunnyvale	CA	94085-3508	(408) 735-7800
B/W Harbour Inn & Suites	Girish K. Patel	16912 Pacific Coast Hwy	Sunset Beach	CA	90742	(562) 592-4770
B/W Plus Taft Inn	Kundan S. Patel	203 S 6th St	Taft	CA	93268-3452	(661) 745-5555
B/W Plus Country Park Hotel	Shelley Kim	420 W Tehachapi Blvd	Tehachapi	CA	93561-1638	(661) 823-1800
B/W Country Inn	Nil Bhakta	27706 Jefferson Ave	Temecula	CA	92590-2638	(951) 676-7378
B/W Plus Temecula Wine Country Hotel & Suites	Amit Patel	41841 Moreno Rd	Temecula	CA	92590-1809	(951) 501-8100
B/W Plus Thousand Oaks Inn	Min H. Wang	75 W Thousand Oaks Blvd	Thousand Oaks	CA	91360-4416	(805) 497-3701
B/W Plus Avita Suites	Mike Patel	3531 Torrance Blvd	Torrance	CA	90503-4802	(310) 540-5051
B/W Luxury Inn	Sandip Patel	811 Clover Rd	Tracy	CA	95376-1704	(209) 832-0271
B/W Plus Truckee-Tahoe Hotel	Juan Llaca	11331 Brockway Rd	Truckee	CA	96161-2107	(530) 587-4525
B/W Town & Country Lodge	Jackson C.H. Tsai	1051 N Blackstone St	Tulare	CA	93274-7376	(559) 688-7537
B/W Orchard Inn	Pranita Khatri	5025 N Golden State Blvd	Turlock	CA	95382-9552	(209) 667-2827
B/W Heritage Inn	Muhammad Choudhry	1420 E Monte Vista Ave	Vacaville	CA	95688-3016	(707) 448-8453
B/W Valencia/Six Flags Inn & Suites	Neil S. Patel	27513 Wayne Mills Place	Valencia	CA	91355-4980	(661) 255-0555
B/W Plus Inn of Ventura	Juan Llaca	708 E Thompson Blvd	Ventura	CA	93001-2916	(805) 648-3101
B/W Visalia Hotel	Andy N. Chhikara	9300 W Airport Dr	Visalia	CA	93277-9500	(559) 651-3700
B/W Plus Wasco Inn & Suites	Sohan S. Patel	1704 Highway 46	Wasco	CA	93280-1227	(661) 758-1111
B/W Rose Garden Inn	Dan J. Aspromonte	740 Freedom Blvd	Watsonville	CA	95076-3811	(831) 724-3367
B/W Plus West Covina Inn	Karena Chang Sujo	3275 E Garvey Ave N	West Covina	CA	91791-1708	(626) 915-1611
B/W Palm Garden Inn	Chirag Patel	13659 Beach Blvd	Westminster	CA	92683-3203	(714) 373-3200
B/W Westminster Inn	Syed M. Shah	5755 Westminster	Westminster	CA	92683-3541	(714) 898-4043
B/W Willits Inn	Sudhaben C. Patel	1777 S Main St	Willits	CA	95490-4404	(707) 459-5800
B/W Willows Inn	Suresh C. Patel	475 N Humboldt Ave	Willows	CA	95988-2644	(530) 934-4444
B/W Los Angeles Worldport Hotel	Rick Chung-Yung Wang	1402 W Pacific Coast Hwy	Wilmington	CA	90744-1803	(310) 834-3400
B/W Shadow Inn	Bharat Jivan Patel	584 N East St	Woodland	CA	95776-6101	(530) 666-1251
B/W Woodland Hills Inn	Hina Parmar	21830 Ventura Blvd	Woodland Hills	CA	91364-1837	(818) 340-1000
B/W Miner's Inn	Ankit Panchal	122 E Miner St.	Yreka	CA	96097-2937	(530) 842-4355
B/W Yuba City Inn	Kishan Reddy Kandula	894 W Onstott Rd	Yuba City	CA	95991-3519	(530) 674-1650
B/W Alamosa Inn	Atul Shah	2005 Main St	Alamosa	CO	81101-2322	(719) 589-2567

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B/W Plus Gateway Inn & Suites	Hitesh Patel	800 S Abilene St	Aurora	CO	80012-3684	(720) 748-4800
B/W Brighton Inn	Warren J. Collier	15151 Brighton Rd	Brighton	CO	80601-7303	(303) 637-7710
B/W Vista Inn	Carolyn E. Jewell	733 US Highway 24 N	Buena Vista	CO	81211	(719) 395-8009
B/W Plus Carousel Inn & Suites	Joo Chul Lee	605 S Lincoln St	Burlington	CO	80807-1128	(719) 346-7777
B/W Canon City	Anis Malkan	110 Latigo Ln	Canon City	CO	81212-8101	(719) 275-2400
B/W Plus Castle Rock	Dipak Gopal	595 Genoa Way	Castle Rock	CO	80109-1980	(303) 814-8800
B/W Grande River Inn & Suites	Karen S. Nielson	3228 I-70 Business Loop	Clifton	CO	81520-7600	(970) 434-3400
B/W Executive Inn & Suites	Vishnu Desai	1440 Harrison Rd	Colorado Springs	CO	80905-4002	(719) 576-2371
B/W Plus Executive Residency Fillmore Inn	Tyler Walters	3150 N Chestnut St	Colorado Springs	CO	80907-5168	(719) 471-4331
B/W Plus Peak Vista Inn & Suites	Franzuas Moser	7265 Commerce Center Dr	Colorado Springs	CO	80919-2635	(719) 598-7500
B/W Turquoise Inn & Suites	Purvish Soni	535 E Main St	Cortez	CO	81321-3319	(970) 565-3778
B/W Plus Deer Park Hotel and Suites	Vamsidar Malgireddy	262 Commerce St (Hwy 13)	Craig	CO	81625-3635	(970) 824-9282
B/W Plus Executive Residency Denver-Central Park Hotel	Nupen Patel	4590 Quebec St	Denver	CO	80216-3427	(303) 320-0260
B/W Premier Denver East	Sharjeel Hassan	4411 Peoria St	Denver	CO	80239-4817	(303) 373-1444
Vib Hotel by Best Western Denver RiNo	Jennifer K. Gipfert	3560 Brighton Blvd.	Denver	CO	80216	(720) 844-3100
B/W Ptarmigan Lodge	Anna Staszal	652 Lake Dillon Dr	Dillon	CO	80435	(970) 468-2341
B/W Mountain Shadows	Wei Liu Hanson	3255 Main Ave	Durango	CO	81301-4248	(970) 247-5200
B/W Plus Rio Grande Inn	Marci Lynn Wait	400 E 2nd Ave	Durango	CO	81301-5602	(970) 385-4980
B/W Plus Eagle/Vail Valley	Adam Considine	200 Loren Ln	Eagle	CO	81631	(970) 328-6316
B/W Plus Silver Saddle Inn	Brian Burke	1260 Big Thompson Ave	Estes Park	CO	80517-8929	(970) 586-4476
B/W Firestone Inn & Suites	Ramesh Patel	11228 Business Park Cir	Firestone	CO	80504-9540	(720) 494-1925
B/W Kiva Inn	Rajesh Sarda	1638 E Mulberry St	Fort Collins	CO	80524-3522	(970) 484-2444
B/W University Inn	Chhotabhai S. Patel	914 S College Ave	Fort Collins	CO	80524-3033	(970) 484-2984
B/W Plus Overland Inn	Jennifer K. Gipfert	1410 Barlow Rd	Fort Morgan	CO	80701-4359	(970) 370-2322
B/W Antlers	Collin M. Richardson	171 W 6th St	Glenwood Springs	CO	81601-2911	(970) 945-8535
Aiden by Best Western @ Denver West/Golden	Sean Keating	15059 W Colfax Ave	Golden	CO	80401-4022	(303) 277-0200
B/W Greeley	Mary Yeuwoon Ki	2563 W 29th St	Greeley	CO	80631-8505	(970) 330-7495
B/W Plus Denver Tech Center Hotel	Phillip William Hutchins	9231 E Arapahoe Rd	Greenwood Village	CO	80112-3677	(303) 792-9999
B/W Plus Hudson Hotel & Suites	James Wheeler	301 E Bison Hwy	Hudson	CO	80642-5027	(303) 536-4401
B/W Denver Southwest	Gregory S. Tally	3440 S Vance St	Lakewood	CO	80227-5150	(303) 989-5500
B/W Plus Boulder Louisville	Dipak Patel	960 W Dillon Rd	Louisville	CO	80027-9448	(303) 327-1215
B/W Plus Loveland Inn	Ashley Jane Sommars	5542 E US Highway 34	Loveland	CO	80537-8994	(970) 667-7810
B/W Movie Manor	Shital Patelia	2830 US Highway 160 W	Monte Vista	CO	81144-9357	(719) 852-5921
B/W Plus Eagleridge Inn & Suites	Myung Ho Kim	4727 N Elizabeth St	Pueblo	CO	81008-2055	(719) 543-4644
B/W Sundowner	Atul Shah	125 Overland Trl	Sterling	CO	80751	(970) 522-6265
B/W Rambler	Kalpesh Patel	457 US Highway 85 87	Walsenburg	CO	81089-9432	(719) 738-1121
B/W Alpenglo Lodge	David W. Treece	78665 US Highway 40	Winter Park	CO	80482	(970) 726-8088
B/W Plus New England Inn & Suites	Gary Desai	2253 Berlin Tpke	Berlin	CT	06037-4036	(860) 828-3000
B/W Danbury/Bethel	Hardik Patel	11 Stony Hill Rd	Bethel	CT	06801-1055	(203) 744-3200
B/W Plus Fairfield Hotel	Mahendra H Patel	100 Kings Highway Cutoff	Fairfield	CT	06824-5341	(203) 659-2200
B/W Hartford Hotel & Suites	Jignesh Patel	185 Brainard Rd	Hartford	CT	06114-2102	(860) 525-1000
EOD SPRING 2024 B/W Manchester Inn & Suites	Jaydeepku Yogesh Gandhi	20 Taylor St	Manchester	CT	06042-1736	(860) 783-5600
EOD Winter 2022 B/W Niantic Inn	Jignesh Patel	265 Flanders Rd	Niantic	CT	06357-1214	(800) 528-1234
B/W Plus North Haven Hotel	Irshad Sideeka	201 Washington Ave	North Haven	CT	06473-1305	(203) 239-6700
EOD SPRING 2023 B/W Yankee Pedlar Inn	Ashok Patel	93 Main St	Torrington	CT	06790-5306	(860) 489-9226
B/W Executive Hotel of New Haven-West Haven	Jonathan Reiss	490 Saw Mill Rd	West Haven	CT	06516-4044	(203) 933-0344
B/W Plus Newark/Christiana Inn	Vikas Naik	875 Pulaski Hwy	Bear	DE	19701-1252	(302) 326-2500

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B/W Galaxy Inn	Shu-Ching Kuo	1700 E Lebanon Rd	Dover	DE	19901-5845	(302) 735-4700
B/W Apalach Inn	Jason Bogan	249 US Highway 98	Apalachicola	FL	32320-1871	(850) 653-9131
B/W Mayport Inn & Suites	Shashank D. Patel	2389 Mayport Rd	Atlantic Beach	FL	32233-2715	(904) 435-3500
B/W Auburndale Inn & Suites	Sheila Patel	1008 US Highway 92 W	Auburndale	FL	33823-9585	(863) 551-3400
B/W Plus University Inn	Hemant H. Patel	2700 N Federal Hwy	Boca Raton	FL	33431-7720	(561) 395-5225
B/W Heritage Inn & Suites	Reepal Mehta	2727 US Highway 17 N	Bowling Green	FL	33834-5124	(863) 773-2378
B/W Plus Bradenton Gateway Hotel	Nakul Gadhia	2215 Cortez Rd W	Bradenton	FL	34207-1245	(941) 238-0800
B/W Plus Bradenton Hotel & Suites	Vijay Patel	648 67th St Cir E	Bradenton	FL	34208-6087	(941) 757-5555
B/W of Clewiston	Sunilkumar J. Patel	1020 W Sugarland Hwy	Clewiston	FL	33440-2707	(863) 983-3400
B/W Cocoa Inn	Marsha S. Shah	4225 King St	Cocoa	FL	32926-4160	(321) 632-1065
B/W Cocoa Beach Hotel & Suites	Tom C. Hermansen	5600 N Atlantic Ave	Cocoa Beach	FL	32931-3920	(321) 783-7621
B/W Wakulla Inn & Suites	Sejal Patel	3292 Coastal Hwy 98	Crawfordville	FL	32327-4200	(850) 926-3737
B/W Crystal River Resort	Parth Patel	614 NW US Highway 19	Crystal River	FL	34428-3952	(352) 795-3171
B/W Aku Tiki Inn	Harikrushna Bhagat	2225 S Atlantic Ave	Daytona Beach	FL	32118-5007	(386) 252-9631
B/W International Speedway Hotel	Mihirkumar Mohanlal Patel	20 W International Speedway B	Daytona Beach	FL	32114-1120	(386) 258-6333
B/W Plus Daytona Inn Seabreeze Oceanfront	Ishwar Naran	730 N Atlantic Ave	Daytona Beach	FL	32118-3805	(386) 255-5491
B/W Plus Deerfield Beach Hotel & Suites	Sanjay Patel	1050 E Newport Center Dr	Deerfield Beach	FL	33442-7723	(954) 570-8888
B/W Crossroads Inn	Ajay Makwana	2343 US Highway 331 S	DeFuniak Springs	FL	32435-3709	(850) 892-5111
B/W Sugar Sands Inn & Suites	Umesh Desai	4415 Commons Dr E	Destin	FL	32541-3457	(850) 650-9191
B/W Plus Yacht Harbor Inn	Benedikt Fritzsche	150 Marina Plz	Dunedin	FL	34698-5703	(727) 733-4121
B/W Inn of Palatka	Manishkumar H. Patel	119 S US Highway 17	East Palatka	FL	32131-5000	(386) 325-7800
B/W Edgewater Inn	Jitendra Patel	1730 S Ridgewood Ave	Edgewater	FL	32132-3614	(386) 427-7101
B/W Gateway to the Keys	Nitun Patel	411 S Krome Ave	Florida City	FL	33034-4913	(305) 246-5100
B/W Fort Lauderdale Airport/Cruise Port	Rameshbhai Patel	1221 W State Road 84	Fort Lauderdale	FL	33315-2349	(954) 462-7005
B/W Ft. Lauderdale I-95 Inn	Gurtej Singh	4800 NW 9th Ave.	Fort Lauderdale	FL	33309-3808	(954) 776-6333
B/W Plus Oceanside Inn	Sudha R. Bhakta	1180 Seabreeze Blvd	Fort Lauderdale	FL	33316-2426	(954) 525-8115
B/W Airport Inn	Bharat V. Patel	8955 Daniels Pkwy	Fort Myers	FL	33912-0821	(239) 561-7000
B/W Fort Myers Inn & Suites	Sanmukh Swami	4400 Ford Street Ext	Fort Myers	FL	33916-9420	(239) 278-3949
B/W Fort Myers Waterfront	Pinal Patel	13021 N Cleveland Ave	Fort Myers	FL	33903-4828	(239) 997-5511
B/W Plus Beach Resort	Jeffrey M. Malbon	684 Estero Blvd	Fort Myers Beach	FL	33931-5021	(239) 463-6000
B/W Gateway Grand	Thomas Martin Johnsen	4200 NW 97th Blvd	Gainesville	FL	32606-3742	(352) 331-3336
B/W Plus Hollywood/Aventura	Chiranjiv K. Jariwala	101 Ansin Blvd	Hallandale Beach	FL	33009-3916	(954) 456-8333
GLo Best Western Ft. Lauderdale-Hollywood Airport Hotel	Punita Patel	2601 N 29th Ave	Hollywood	FL	33020-1508	(954) 923-7300
B/W Plus Cecil Field Inn & Suites	Sunil Dharma	525 Chaffee Point Blvd	Jacksonville	FL	32221-4109	(904) 265-7759
B/W Premier Jacksonville Hotel	Joseph Kelley	4700 Salisbury Rd	Jacksonville	FL	32256-6101	(904) 281-9700
B/W Southside Hotel & Suites	Jeffrey B Bailey	4580 Collins Rd	Jacksonville	FL	32244-9521	(904) 264-4466
B/W Oceanfront	Bobby Bhikha	305 1st St N	Jacksonville Beach	FL	32250-6908	(904) 249-4949
B/W Intracoastal Inn	Dinesh Desai	810 S US Highway 1	Jupiter	FL	33477-5924	(561) 575-2936
B/W Plus Kendall Hotel & Suites	Eric P. Wynne	8560 SW 124th Ave	Kendall	FL	33183-4600	(305) 271-4848
B/W Hibiscus Motel	William O. Kemp	1313 Simonton St	Key West	FL	33040-3113	(305) 294-3763
B/W Plus Kissimmee-Lake Buena Vista South Inn & Suites	Bhavin G. Patel	3484 Polynesian Isle Blvd	Kissimmee	FL	34746-4654	(407) 997-1700
B/W Plus Lake City	Nilesh Patel	350 SW Florida Gateway Dr	Lake City	FL	32024-3855	(386) 754-5944
B/W Plus Lakeland	Kalpesh Patel	4225 New Tampa Hwy	Lakeland	FL	33815	(863) 262-3900
B/W Plus Chain of Lakes Inn & Suites	Sunil Patel	1321 N 14th St	Leesburg	FL	34748-3408	(352) 460-0118
B/W Plus Madison	Reepal Mehta	167 SE Bandit St	Madison	FL	32340-5916	(850) 973-2020
B/W Plus Miami Airport North Hotel & Suites	John Titus	131 Fairway Dr	Miami	FL	33166-5849	(786) 515-1880
B/W Plus Miami Executive Airport Hotel & Suites	Ernesto R. Greco	13700 SW 139th Ct	Miami	FL	33186-5570	(305) 969-1600

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B/W Plus Miami-Doral/Dolphin Mall	Benito M. Irastorza	3875 NW 107th Ave	Miami	FL	33178-4292	(305) 463-7195
B/W Premier Miami Intl Airport Hotel & Suites Coral Gables	Fernando Kasabdjji	4100 Flagler St	Miami	FL	33134-1612	(305) 774-6100
B/W Plus Atlantic Beach Resort	Ms. Barbara Romano	4101 Collins Ave	Miami Beach	FL	33140-3210	(305) 673-3337
B/W Milton Inn	Chirag Patel	8936 Highway 87 S	Milton	FL	32583-7527	(850) 623-1511
B/W Mulberry Hotel	Minesh Patel	2525 State Road 60 E	Mulberry	FL	33860-7929	(863) 425-2500
B/W Naples Inn & Suites	Kenneth Picache	2329 9th St N	Naples	FL	34103-4404	(239) 261-1148
B/W Naples Plaza Hotel	Marco Antonio Vocisano	6400 Dudley Dr	Naples	FL	34105-3849	(239) 643-6655
B/W Navarre Waterfront	C. Baker Clark	8697 Navarre Pkwy	Navarre	FL	32566-2162	(850) 939-9400
B/W New Smyrna Beach Hotel & Suites	Shawn Gracey	1401 S Atlantic Ave	New Smyrna Beach	FL	32169-3113	(386) 426-0020
B/W Niceville - Eglin AFB Hotel	Gaurangkumar Patel	106 Bayshore Dr	Niceville	FL	32578-2421	(850) 678-9131
B/W On the Bay Inn & Marina	Alejandro Viel Temperley	1819 79th Street Cswy	North Bay Village	FL	33141-4215	(305) 865-7100
B/W Plus Windsor Inn	Nayan C. Patel	12210 Biscayne Blvd	North Miami	FL	33181-2714	(305) 891-7350
B/W Ocala Park Centre	Jeffrey B Bailey	3701 SW 38th Ave	Ocala	FL	34474-4383	(352) 237-4848
B/W Lake Okeechobee	Jay Patel	3975 Highway 441 S	Okeechobee	FL	34974-6221	(863) 357-7100
B/W Airport Inn & Suites	Hitesh Patel	8101 Aircenter Ct	Orlando	FL	32809-7414	(407) 581-2800
B/W International Drive - Orlando	Alex Fridzon	Jamaican Court (International D	Orlando	FL	32819-9313	(407) 345-1172
B/W Orlando East Inn & Suites	Rakhee Patel	8750 E Colonial Dr	Orlando	FL	32817-4004	(407) 282-3900
B/W Orlando Gateway Hotel	Michael Gush	7299 Universal Blvd	Orlando	FL	32819-8353	(407) 351-5009
B/W Orlando Theme Parks	Shailesh Patel	6301 Westwood Blvd	Orlando	FL	32821-8023	(407) 313-4100
B/W Orlando West	Maurice Kuo	2014 W Colonial Dr	Orlando	FL	32804-6908	(407) 841-8600
B/W Plus Orlando East- UCF Area	Ishwar Naran	12101 Challenger Pkwy	Orlando	FL	32826-2706	(407) 737-7303
B/W Plus Universal Inn	Manoj P. Shah	5618 Vineland Rd	Orlando	FL	32819-7827	(407) 226-9119
B/W Castillo Del Sol	Mihirkumar Mohanlal Patel	205 S Atlantic Ave	Ormond Beach	FL	32176-8105	(386) 672-6711
B/W Plus Palm Beach Gardens Hotel & Suites and Conference	Shiv Sahai Shahi	11360 US Highway 1	Palm Beach Gardens	FL	33408-3224	(561) 844-8448
B/W Plus Flagler Beach Area Inn & Suites	Dilip G. Patel	200 Flagler Plaza Dr	Palm Coast	FL	32137-5906	(386) 832-8323
B/W Plus Panama City Hotel	Jonathan Reiss	2338 Mercedes Ave	Panama City	FL	32405-5260	(850) 215-8118
B/W Plus Blue Angel Inn	Mitesh Patel	2390 W Detroit Blvd	Pensacola	FL	32534-1721	(850) 477-7474
B/W Port St. Lucie	Eric P. Wynne	7900 S US Highway 1	Port Saint Lucie	FL	34952-2350	(772) 878-7600
B/W Bayfront	Kanti M. Patel	16 Avenida Menendez Ave	Saint Augustine	FL	32084-3601	(904) 824-4482
B/W Historical Inn	Kanti M. Patel	2010 N Ponce De Leon Blvd	Saint Augustine	FL	32084-2622	(904) 829-9088
B/W Plus St. Augustine I-95	Ameet Patel	2465 State Road 16	Saint Augustine	FL	32092-0701	(904) 824-9229
B/W St. Augustine Beach Inn	Kanti M. Patel	541 A1A Beach Blvd	Saint Augustine Beach	FL	32080-7936	(904) 461-9990
B/W Plus Sanford Airport/Lake Mary Hotel	Ricky S. Kureti	3401 S Orlando Dr	Sanford	FL	32773-5607	(407) 320-0845
B/W Plus Siesta Key Gateway	Maria Bankemper	6600 S Tamiami Trl	Sarasota	FL	34231-4832	(941) 924-4900
B/W Plus Sebastian Hotel & Suites	William Thomas Collins	1655 US Highway 1	Sebastian	FL	32958-3874	(772) 388-9300
B/W Starke	Suresh P. Patel	1290 N Temple Ave	Starke	FL	32091-2116	(904) 964-6744
B/W Downtown Stuart	Nimesh Maganbhai Patel	1209 SE Federal Hwy	Stuart	FL	34994-3824	(772) 287-6200
B/W Plus Tallahassee North Hotel	Philip W. Murphey	2727 Graves Rd	Tallahassee	FL	32303-2865	(850) 562-7200
B/W Tallahassee-Downtown Inn & Suites	Mahendra Parmar	2016 Apalachee Pkwy	Tallahassee	FL	32301-4818	(850) 656-6312
B/W Tampa	Sean Marcial Moran	734 S Dale Mabry Hwy	Tampa	FL	33609-4403	(813) 490-2378
EOD Summer 2022 Sadie Best Western Hotel @ Tampa	Dylan Mike Desai	1202 N Howard Ave	Tampa	FL	33607-5322	
B/W Space Shuttle Inn	Marsha S. Shah	3455 Cheney Hwy	Titusville	FL	32780-2502	(321) 269-9100
B/W Plus Ambassador Suites Venice	Zenon Guran	400 Commercial Ct	Venice	FL	34292-1647	(941) 480-9898
B/W Waldo Inn & Suites	Deven J. Desai	17230 NE US Highway 301	Waldo	FL	32694-4612	(352) 468-2500
B/W Wesley Chapel	Ishwar Naran	5639 Oakley Blvd	Wesley Chapel	FL	33544-5305	(813) 345-2000
B/W Palm Beach Lakes	Jennifer Redmond	1800 Palm Beach Lakes Blvd	West Palm Beach	FL	33401-2023	(561) 683-8810
B/W Plus First Coast Inn & Suites	Hitesh Bhakta	462577 State Road 200	Yulee	FL	32097-5421	(904) 225-0182

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B/W Acworth Inn	Bhargav Acharya	5155 Cowan Rd	Acworth	GA	30101-5198	(770) 974-0116
B/W Athens	Earle J. Moore	170 N Milledge Ave	Athens	GA	30601-3802	(706) 546-7311
B/W Plus Augusta North Inn & Suites	Mehul Patel	1062 Claussen Rd	Augusta	GA	30907-3206	(706) 733-4656
B/W Milton Inn	Chirag Patel	201 Highway 515 W.	Blairsville	GA	30512-3501	(706) 745-6995
B/W Braselton Inn	Khyati Patel	303 Zion Church Rd	Braselton	GA	30517-3227	(706) 654-3081
B/W Plus Brunswick Inn & Suites	Sanjay Bhakta	126 Venture Dr	Brunswick	GA	31525-9794	(912) 265-1114
B/W Inn & Suites	Simranjit Singh Dosanjh	101 Dunbar Rd	Byron	GA	31008-7044	(478) 956-3056
B/W Executive Inn	Ghanshyam Parmar	2800 US Highway 84 E	Cairo	GA	39828-3739	(229) 377-8000
B/W Plus Carrollton Hotel	Tushar Narottam	104 S Cottage Hill Rd	Carrollton	GA	30117-6952	(770) 838-0508
B/W Allatoona Inn & Suites	Dharmesh Patel	5663 Highway 20 NE	Cartersville	GA	30121-5212	(770) 386-1569
B/W Plus Hotel & Suites Airport South	Shaukat Noormohamed	1556 Phoenix Blvd	College Park	GA	30349-5504	(770) 996-5800
B/W Plus Columbus Ft. Benning	Pranav Halwawala	4027 Veterans Ct	Columbus	GA	31909-2530	(706) 507-1111
B/W Commerce Inn	Ashish Patel	157 Eisenhower Dr	Commerce	GA	30529-6226	(706) 335-3640
B/W Colonial Inn	Aamir Merchant	1706 E 16th Ave	Cordele	GA	31015-5307	(229) 273-5420
B/W Plus Dalton Inn	John Tampa	715 College Dr	Dalton	GA	30720-3783	(706) 272-9099
B/W Gwinnett Center Hotel	Shamsuddin N. Gillani	3670 Shackelford Rd	Duluth	GA	30096-4546	(770) 935-7171
B/W Plus Duluth/ Sugarloaf	Shama Patel	2370 Stephens Center Dr	Duluth	GA	30096-2360	(678) 957-0500
B/W Mountain View Inn	Brenda Jones	94 Mountain View Dr	East Ellijay	GA	30539	(706) 515-1500
B/W Plus Fairburn-Atlanta Southwest	Rajesh A. Patel	1005 Oakley Industrial Blvd	Fairburn	GA	30213-6083	(678) 782-4700
B/W Augusta West	Kanta Kondur	452 Park West Dr	Grovetown	GA	30813-3216	(706) 651-9100
B/W Plus Atlanta Airport-East	Rajesh A. Patel	301 N Central Ave	Hapeville	GA	30354-1601	(404) 763-8777
B/W Hiram Inn & Suites	Vasu Patel	1340 Pace Rd	Hiram	GA	30141-2181	(770) 222-9494
B/W Kennesaw	Dharmesh Patel	2625 George Busbee Pkwy NW	Kennesaw	GA	30144-4965	(770) 426-0045
B/W Plus Kingsland	Chandra B. Yadav	1375 Hospitality Ave	Kingsland	GA	31548-6816	(912) 510-0202
B/W Inn & Suites of Macon	Ajit A. Patel	4681 Chambers Rd	Macon	GA	31206-5366	(478) 781-5300
B/W Riverside Inn	Dinesh Kumar Baldawa	2400 Riverside Dr	Macon	GA	31204-1779	(478) 743-6311
B/W Atlanta-Marietta Ballpark Hotel	Soon Ki Han	1940 Leland Dr SE	Marietta	GA	30067-6102	(678) 903-8316
B/W Plus McDonough Inn & Suites	Mukesh S. Patel	805 Industrial Blvd	McDonough	GA	30253-6616	(770) 898-1006
B/W Southlake Inn	Akshay Amin	6437 Jonesboro Rd	Morrow	GA	30260-1729	(770) 961-6300
B/W Shenandoah Inn	Avadhesh (Avi) Patel	620 Highway 34 E	Newnan	GA	30265-1007	(770) 304-9700
B/W Plus Lake Lanier Gainesville Hotel & Suites	Shama Patel	4535 Oakwood Rd	Oakwood	GA	30566-3312	(770) 535-8080
B/W Bradbury Inn & Suites	Ashwin N. Patel	205 Lect Dr	Perry	GA	31069-3187	(478) 218-5200
B/W Plus Savannah Airport Inn & Suites	Dhaval Desai	155 Bourne Ave	Pooler	GA	31322-9516	(912) 330-0330
B/W Premier I-95 Savannah Airport/ Pooler West	Richard Weaver	103 San Dr	Pooler	GA	31322-3409	(912) 330-5100
B/W Plus North Savannah	Nirav Sheth	115 Oleary Rd	Port Wentworth	GA	31407-9661	(912) 964-0840
B/W Plus Richmond Hill Inn	Dinesh J. Patel	4564 US Highway 17	Richmond Hill	GA	31324-3308	(912) 756-7070
B/W Plus Roswell/Alpharetta	Rajiv Goswami	907 Holcomb Bridge Rd	Roswell	GA	30076-1905	(770) 552-5599
B/W Plus St. Simons	Chetan Narendra Patel	301 Main St	Saint Simons Island	GA	31522-1665	(912) 638-7805
B/W Central Inn	Girishkumar K. Patel	45 Eisenhower Dr	Savannah	GA	31406-2423	(912) 355-1000
B/W Plus Savannah Gateway	Vimal Desai	17 Gateway Blvd E	Savannah	GA	31419-9745	
B/W Savannah Historic District	Robert Campbell	412 W Bay St	Savannah	GA	31401-1115	(912) 233-1011
GL? Best Western Pooler - Savannah Airport Hotel	Jiten Patel	121 W Mulberry Blvd	Savannah	GA	31407	(800) 528-1234
GLO Best Western Savannah-Gateway I-95	Mukesh Sheth	17005 Abercorn St	Savannah	GA	31419	(912) 298-6811
B/W Bradford Inn	Mukesh M. Patel	688 S Main St	Swainsboro	GA	30401-4819	(478) 237-2400
B/W Plus Rose City Conference Center Inn	Sharad Patel	133 Liberty St	Thomasville	GA	31757-3512	(229) 226-9998
B/W Plus Valdosta Hotel & Suites	Gerald Evans	4025 Northlake Dr	Valdosta	GA	31602-2386	(229) 241-9221
len by Best Western @ Warm Springs Hotel and Event Cen	Khyati Patel	2526 Whitehouse Pkwy	Warm Springs	GA	31830-2057	(706) 655-4015

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B/W Plus Executive Residency Rigby's Water World Hotel	Steve Leslie Rigby	1056 GA Highway 96	Warner Robins	GA	31088	(478) 313-5700
B/W Plus Bradbury Inn & Suites	Dilipkumar R. Patel	2570 Memorial Dr	Waycross	GA	31503-0910	(912) 284-0095
B/W The Plaza Hotel	Terri-Ann Chew	3253 N Nimitz Hwy	Honolulu	HI	96819-1907	(808) 836-3636
B/W Pioneer Inn	James H. Lennon	658 Wharf St	Lahaina	HI	96761-1266	(808) 661-3636
B/W Plus Altoona Inn	Kalpesh Patel	300 34th Avenue NW	Altoona	IA	50009-2639	(515) 967-2400
B/W Plus University Park Inn & Suites	John Delozier	2500 University Blvd	Ames	IA	50010-8621	(515) 296-2500
B/W Premier Ankeny Hotel	Kalpesh Patel	2502 SE Tones Dr	Ankeny	IA	50021-8860	(515) 965-5678
B/W Plus Omaha Airport Inn	Ajay Desai	2510 Abbott Plz	Carter Lake	IA	51510-1579	(402) 505-4900
B/W Plus Longbranch Hotel & Convention Center	Douglas David DeLong	90 Twixt Town Rd NE	Cedar Rapids	IA	52402-3205	(319) 377-6386
B/W La Grande Hacienda	Mehul B. Raja	1401 N 2nd St	Cherokee	IA	51012-2201	(712) 225-5701
B/W Holiday Lodge	Leslie B. Kinseth	2023 7th Ave N	Clear Lake	IA	50428-2103	(641) 357-5253
B/W Plus Des Moines West Inn & Suites	Dipak Amin	1450 NW 118th St	Clive	IA	50325-8243	(515) 221-2345
B/W Plus Coralville Hotel	Vijay Patel	2702 Acorn Dr	Coralville	IA	52241	(319) 625-2033
B/W Crossroads of the Bluffs	Rana Akhtar	2216 27th Ave	Council Bluffs	IA	51501-6953	(712) 322-3150
B/W Plus Steeplegate Inn	Mayur Narendrasinh Solanki	100 W 76th St	Davenport	IA	52806-1339	(563) 386-6900
B/W Plus Dubuque Hotel & Conference Center	Navjot Sidhu	3100 Dodge St, Highway 20 W	Dubuque	IA	52003-5203	(563) 557-8000
B/W Starlite Village	Todd McCubbin	1518 3rd Ave NW	Fort Dodge	IA	50501-2202	(515) 573-7177
B/W Pioneer Inn & Suites	Mayank Patel	2210 West St S	Grinnell	IA	50112-8108	(641) 236-6116
B/W Regency Inn	Dinesh Baldawa	3303 S Center St	Marshalltown	IA	50158-4753	(641) 752-6321
B/W Mt. Pleasant Inn	Anil J Chaudhari	810 N Grand Ave	Mount Pleasant	IA	52641-3107	(319) 385-2102
B/W Pearl City Inn	Robert S. Jaeger	305 Cleveland St	Muscatine	IA	52761-5669	(563) 316-7700
B/W Holiday Manor	Larry Patel	208 W 4th St N	Newton	IA	50208-3024	(641) 792-3333
B/W Plus Executive Residency Waterloo & Cedar Falls	Brian Kern	205 W 4th St	Waterloo	IA	50701-5403	(319) 888-1000
B/W Blackfoot Inn	Haily Wilson	750 Jensen Grove Dr	Blackfoot	ID	83221-1680	(208) 785-4144
B/W Northwest Lodge	Shalini Patel	6989 S Federal Way	Boise	ID	83716-9604	(208) 287-2300
B/W Vista Inn at the Airport	Mark L. Raden	2645 Airport Way	Boise	ID	83705-5001	(208) 336-8100
B/W Plus Kootenai River Inn Casino & Spa	Tom Turpin	7169 Plaza St	Bonnars Ferry	ID	83805-8598	(208) 267-8511
B/W Plus Burley Inn & Convention Center	Diane Newman	800 N Overland Ave	Burley	ID	83318-3442	(208) 678-3501
B/W Plus Caldwell Inn & Suites	Jaswinder Sidhu	908 Specht Ave	Caldwell	ID	83605-6927	(208) 454-7225
B/W Plus Coeur d'Alene Inn	Jerald J. Jaeger	506 W Appleway Ave	Coeur d'Alene	ID	83814-9510	(208) 765-3200
B/W Driftwood Inn	Andrew Warren	575 River Pkwy	Idaho Falls	ID	83402-3313	(208) 523-2242
B/W Plus CottonTree Inn	David J. Petersen	900 Lindsay Blvd	Idaho Falls	ID	83402-1818	(208) 523-6000
B/W Sawtooth Inn & Suites	Andrew Warren	2653 S Lincoln Ave	Jerome	ID	83338-6128	(208) 324-9200
B/W Plus Kentwood Lodge	Ralph Kent Forgeon	180 S Main St	Ketchum	ID	83340	(208) 726-4114
B/W Tyrolean Lodge	Dennis P. Cahill	260 Cottonwood St	Ketchum	ID	83340	(208) 726-5336
B/W Plus McCall Lodge & Suites	Jerame Durward Petry	211 S 3rd St	McCall	ID	83638-5020	(208) 634-2230
B/W Plus Meridian	Rajendra Patel	1019 S Progress Ave	Meridian	ID	83642-3050	(208) 887-7888
B/W Plus University Inn	Hemant H. Patel	1516 Pullman Rd	Moscow	ID	83843-4094	(208) 882-0550
B/W Foothills Inn	Laura L. Stone	1080 Highway 20	Mountain Home	ID	83647-3958	(208) 587-8477
B/W Plus Peppertree Nampa Civic Center Inn	Rita Jean Santillanes	205 3rd St South	Nampa	ID	83651-3716	(208) 495-5291
B/W Lodge at River's Edge	Tanna Renee Zywina	615 Main St	Orofino	ID	83544	(208) 476-9999
B/W Pocatello Inn	Varun Dharni	1415 Bench Rd	Pocatello	ID	83201-2444	(208) 237-7650
B/W Plus Ponderay Mountain Lodge	Andrew Warren	477326 Highway 95	Ponderay	ID	838529773	(208) 255-4500
B/W Edgewater Resort	Brian Averill	56 Bridge St	Sandpoint	ID	83864-1443	(208) 263-3194
B/W Plus Twin Falls Hotel	Chau P. Quach	1377 Blue Lakes Blvd N	Twin Falls	ID	83301-3310	(208) 736-8000
B/W Plus Parkway Hotel	Miraj Patel	1900 Homer Adams Pkwy	Alton	IL	62002-5607	(618) 433-9900
B/W Premier Alton-St. Louis Area Hotel	Sungmin Park	3559 College Ave	Alton	IL	62002-5009	(618) 462-1220

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B/W Annawan Inn	Samir Patel	315 N Canal St	Annawan	IL	61234-9701	(309) 935-6565
B/W Plus Green Mill Village Hotel & Suites Convention Cent	Gary Harvey	917 Green Mill Rd	Arcola	IL	61910-1757	(217) 268-5000
B/W Plus Bloomington East Hotel	Nishith Jobalia	604 1/2 IAA Dr	Bloomington	IL	61701-2217	(309) 808-0628
B/W Plus Bourbonnais Hotel & Suites	Mukeshkumar Patel	62 Ken Hayes Dr	Bourbonnais	IL	60914-9347	(815) 932-4411
B/W Inn & Suites - Midway Airport	Tejesh Patel	8220 S Cicero Ave	Burbank	IL	60459-1510	(708) 497-3000
B/W Saluki Inn	Manish Patel	801 N Giant City Rd	Carbondale	IL	62902-6423	(618) 351-6611
B/W Plus Centralia Hotel & Suites	Rachel D. Wallace	8145 Jolliff Bridge Rd	Centralia	IL	62801-5651	(618) 918-2559
B/W Plus Champaign/Urbana Inn	Vipul Patel	516 W Marketview Dr	Champaign	IL	61822-1391	(217) 355-5566
B/W Chester Hotel	Deepak Kumar Patel	2150 State St	Chester	IL	62233-1100	(618) 826-3034
B/W Grant Park Hotel	Hui-Hsien Yen	1100 S Michigan Ave	Chicago	IL	60605-2301	(312) 922-2900
B/W Plus Hawthorne Terrace Hotel	Anthony T. Klok	3434 N Broadway Ave	Chicago	IL	60657-2516	(773) 244-3434
B/W Plus Hyde Park Chicago Hotel	Rohit Roy Patel	4900 S Lakeshore Dr	Chicago	IL	60615-3206	(773) 324-3000
B/W River North Hotel	Carin Rae Levee	125 W Ohio St	Chicago	IL	60654-7168	(312) 467-0800
B/W Plus Chicagoland - Countryside	Jatin Patel	6251 Joliet Rd	Countryside	IL	60525-3958	(708) 354-5200
B/W Regency Inn	Dinesh Baldawa	360 Eastgate Dr	Danville	IL	61834-9456	(217) 446-2111
B/W Riverside Inn	Dinesh Kumar Baldawa	57 S Gilbert St	Danville	IL	61832-6227	(217) 431-0020
B/W Des Plaines Inn	Manoj Mahapatra	1231 Lee St	Des Plaines	IL	60018-1512	(847) 297-2100
B/W Chicago - Downers Grove	Hui-Hsien Yen	3010 Finley Road	Downers Grove	IL	60515-1118	(630) 515-1500
B/W Plus Peoria	Christopher Heckert	300 Eastlight Ct	East Peoria	IL	61611-2060	(309) 694-4959
B/W Delta Inn	Richard Beatty	1509 Hampton Dr	Effingham	IL	62401-1787	(217) 342-4499
B/W O'Hare North/Elk Grove Hotel	Neil Patel	100 Busse Rd	Elk Grove Village	IL	60007-1624	(847) 593-8600
B/W Flora Inn	Nikhil Ahuja	201 Hagen Dr	Flora	IL	62839-2338	(618) 662-3054
B/W Plus O'Hare International South Hotel	Pushakkumar Panchal	3001 N Mannheim Rd	Franklin Park	IL	60131-2434	(847) 233-9292
B/W Galena Inn & Suites	Jignesh Patel	9923 W US Route 20	Galena	IL	61036-9187	(815) 777-2577
B/W Prairie Inn & Conference Center	Vinay Patel	300 S Soangetaha Rd	Galesburg	IL	61401-5527	(309) 343-7151
B/W Geneseo Inn	Divy Vyas	1375 S Oakwood Ave	Geneseo	IL	61254-1993	(309) 945-9345
B/W Summer 2023 B/W Glenview Inn-Chicagoland Inn and Su	Lal Patel	4514 W Lake Ave	Glenview	IL	60026-1447	(847) 635-5220
B/W Plus Chicago Hillside	Rohit Roy Patel	4400 Frontage Rd	Hillside	IL	60162-1734	(708) 544-9300
B/W Jacksonville Inn	Ajay Patel	1709 W Morton Ave	Jacksonville	IL	62650-2719	(217) 245-4500
B/W Joliet Inn & Suites	Trikam Patel	4380 Enterprise Dr	Joliet	IL	60431-8309	(815) 730-7500
B/W Plus North Joliet	Mukeshkumar Patel	3231 Norman Ave	Joliet	IL	60431-9100	(815) 439-4200
B/W Macomb Inn	Bipin Chaudhari	1655 E Jackson St	Macomb	IL	61455-2692	(309) 836-6700
B/W Marion Hotel	Neha Raval	400 Comfort Dr	Marion	IL	62959-4969	(618) 998-1220
B/W Plus MidAmerica Hotel	Jonathan Reiss	9730 Hayden Dr	Mascoutah	IL	62258-5508	(618) 808-0280
B/W Airport Inn	Bharat V. Patel	2550 52nd Ave	Moline	IL	61265-6375	(309) 762-9191
B/W Monticello Gateway Inn	Manisha Patel	805 Iron Horse Pl	Monticello	IL	61856-8145	(217) 762-9436
B/W Morton Inn	Baldevbhai Govindbhai Patel	150 W Ashland St	Morton	IL	61550-1424	(309) 266-9933
B/W Naperville Inn	Kishor Patel	1617 N Naperville Wheaton Rd	Naperville	IL	60563-1524	(630) 505-0200
B/W U. S. Inn	Hasmukhlal Patel	11640 State Route 127	Nashville	IL	62263-2626	(618) 478-5341
B/W Chicago Southland	Chirag Patel	4375 Frontage Rd	Oak Forest	IL	60452-4628	(708) 687-4800
B/W Oglesby Inn	Sandeep Suryakant Patel	900 Holiday St	Oglesby	IL	61348-9697	(815) 883-3535
B/W Plus Parkside Inn & Suites	Karen Seals	367 N West St	Olney	IL	62450	(618) 429-9360
B/W Oswego Hotel	Ujval Thakkar	2055 Wiesbrook Drive	Oswego	IL	60543-8312	(630) 844-4700
B/W Pontiac Inn	Samir Vijay Patel	1821 W Reynolds St	Pontiac	IL	61764-9650	(815) 842-2777
B/W Plus Pontoon Beach	Shaileshkumar Patel	4 Regency Pkwy	Pontoon Beach	IL	62040-6742	(618) 512-1314
B/W at O'Hare	Faisal Siddiqui	10300 W Higgins Rd	Rosemont	IL	60018-3818	(847) 296-4471
B/W Inn of St. Charles	Paras D. Kayastha	1635 E Main St	Saint Charles	IL	60174-2372	(630) 584-4550

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B/W Paradise Inn	Alpa Patel	709 N Dunlap Ave	Savoy	IL	61874-8404	(217) 356-1824
B/W Legacy Inn & Suites Beloit-South Beloit	Liz Holtz	5910 Technology Dr	South Beloit	IL	61080-9601	(815) 389-4211
B/W Plus South Holland/Chicago Southland	Jagdish J. Patel	17345 Halsted St.	South Holland	IL	60473-2744	(708) 825-1856
B/W Clearlake Plaza	Minesh Patel	3440 E Clearlake Ave	Springfield	IL	62702-6210	(217) 525-7420
B/W Sycamore Inn	Darshan Shah	1935 DeKalb Ave	Sycamore	IL	60178-3107	(815) 748-7400
B/W Troy Hotel	Didi Patel	2020 Formosa Rd	Troy	IL	62294-1387	(618) 667-9200
B/W University Inn	Chhotabhai S. Patel	902 W Killarney St	Urbana	IL	61801-1054	(217) 328-4400
B/W Plus Oakbrook Inn	Urivin V. Patel	669 Pasquinelli Dr	Westmont	IL	60559-1251	(630) 323-1515
B/W Woodstock Inn	Bhavik Patel	990 Lake Ave	Woodstock	IL	60098-4244	(815) 337-0165
B/W Plus Anderson	Deep Patel	2114 E 59th St	Anderson	IN	46013-3000	(765) 649-2500
B/W Batesville	Devang Brahmhatt	1030 State Rd 229 North	Batesville	IN	47006-6808	(812) 934-6262
B/W Plus Covered Bridge Inn	Omar Zafrullah	3882 N State Road 59	Brazil	IN	47834-7510	(812) 420-2299
B/W Indian Oak	Sunil Patel	558 Indian Boundary Rd	Chesterton	IN	46304-1515	(219) 926-2200
B/W Green Tree Inn	Ignatious Netto	1425 Broadway St	Clarksville	IN	47129-7709	(812) 288-9281
B/W Plus Louisville North	Ignatious Netto	1485 Broadway St	Clarksville	IN	47129-7709	(812) 913-1601
B/W Plus Crawfordsville Hotel	Satish A. Gabhawala	2600 Industrial Blvd	Crawfordsville	IN	47933-4606	(765) 307-3999
B/W Edinburgh/Columbus	Animesh Patel	11780 N US Highway 31	Edinburgh	IN	46124-9000	(812) 526-9883
B/W Inn & Suites	Simranjit Singh Dosanjh	3326 Cassopolis St	Elkhart	IN	46514-6740	(574) 262-8761
B/W Fishers Indianapolis Area	Deven Patel	9790 North By Northeast Blvd	Fishers	IN	46037-9783	(317) 578-2000
B/W Fort Wayne I-69 North	Ashok M. Patel	2902 E Dupont Rd	Fort Wayne	IN	46825-1667	(260) 490-7950
B/W Luxbury Inn Fort Wayne	Yuan Qing Chen	5501 Coventry Ln	Fort Wayne	IN	46804-7144	(260) 436-0242
B/W Plus Fort Wayne Inn & Suites North	Altaf Karim	5926 Cross Creek Blvd	Fort Wayne	IN	46818-1726	(260) 490-6060
EOD Fall 2023 B/W Fremont I-69	Jignasabahen D Patel	6245 N. Old 27	Fremont	IN	46737-8711	(260) 833-6464
B/W Plus French Lick	Donavan Scott Crews	613 S Arnold F Habig Blvd	French Lick	IN	47432-8327	(812) 936-0520
B/W Plus Gas City	Mukesh J. Patel	4936 Kay Bee Dr	Gas City	IN	46933-6601	(765) 998-2331
B/W Inn	Rajendra B. Bhakta	900 Lincolnway E	Goshen	IN	46526-4219	(574) 533-0408
B/W Plus Greenwood/Indy South Inn	Mahesh K. Patel	1281 Southpark Dr	Greenwood	IN	46143-9061	
B/W Northwest Indiana Inn	Rohit H. Patel	3830 179th St	Hammond	IN	46323-3035	(219) 844-2140
B/W Plus Howe Inn	Frank Chrobak	8080 N State Road 9	Howe	IN	46746-9822	(260) 562-2880
B/W Plus Indianapolis North at Pyramids	Neal Patel	9320 Michigan Rd	Indianapolis	IN	46268-1125	(317) 744-9966
B/W Plus Indianapolis NW Hotel	Upkar Sohal	7220 Woodland Dr	Indianapolis	IN	46278-1734	(317) 290-1212
B/W Kendallville Inn	Devsi Piprottar	621 Professional Way	Kendallville	IN	46755-2930	(260) 347-5263
B/W Kokomo Hotel	Pankajkumar (PK) Patel	1717 E Lincoln Rd	Kokomo	IN	46902	(765) 453-8822
B/W Plus Lafayette Hotel University Area	Neal Patel	312 Meijer Dr.	Lafayette	IN	47905-4689	(765) 446-2400
B/W Martinsville Inn	Rashmin Patel	50 Bill's Blvd	Martinsville	IN	46151-3353	(765) 342-1842
B/W Inn & Suites of Merrillville	Sanjay Patel	8293 Louisiana St	Merrillville	IN	46410-6345	(219) 756-2378
B/W Plus Mishawaka Inn	Umesh Singh	445 W University Dr	Mishawaka	IN	46545-1105	(574) 273-2309
B/W Plus Brandywine Inn & Suites	David N. Jordan	304 S 6th St	Monticello	IN	47960-8174	(574) 583-6333
B/W Muncie	Dinkar Patel	3011 W Bethel Ave	Muncie	IN	47304-2507	(765) 282-0600
B/W Circus City Inn	Paresh Patel	2642 S Business 31	Peru	IN	46970-7191	(765) 473-8800
B/W Plus Atrea Airport Inn & Suites	Bipin Patel	6109 Cambridge Way	Plainfield	IN	46168-7903	(317) 837-7500
B/W Plus Portage Hotel & Suites	Ronak Patel	6200 Melton Rd	Portage	IN	46368-1319	(219) 734-6727
B/W Classic Inn	Suhash Patel	533 W Eaton Pike	Richmond	IN	47374-2641	(765) 939-9500
B/W Crossroads Inn	Ajay Makwana	1905 Harder Ct	Schererville	IN	46375-1696	(219) 865-3400
EOD Spring 2023 B/W Plus Airport Inn	Mihir Patel	23040 Lincoln Way W	South Bend	IN	46628	
B/W University Inn at Valparaiso	Vasudev G. Thakkar	760 Morthland Dr	Valparaiso	IN	46385-6260	(219) 850-1100
B/W Plus Warsaw	Anup Patel	3825 Lake City Hwy	Warsaw	IN	46580-3945	(574) 268-1600

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B/W Plus Patterson Park Inn	Steven Joseph Martens	6100 Patterson Pkwy	Arkansas City	KS	67005-5729	(620) 307-6767
B/W Coffeyville Central Business District Inn and Suites	Roy Arnold	202 W 11th St	Coffeyville	KS	67337-5900	(620) 688-6400
B/W North Edge Inn	Brent Cunningham	404 W Frontview	Dodge City	KS	67801-2211	(620) 371-6441
B/W Plus Country Inn & Suites	William Cunningham	506 N 14th Ave	Dodge City	KS	67801-4000	(620) 225-7378
B/W Emporia Inn	Dilip G. Patel	2836 W 18th Ave	Emporia	KS	66801-6181	(620) 342-9700
B/W Plus Emerald Inn & Suites	Prahlad Patel	2412 E Kansas Ave	Garden City	KS	67846-6961	(620) 277-7100
B/W Angus Inn	Loren H. Unruh	2920 10th St	Great Bend	KS	67530-4260	(620) 792-3541
B/W Plus Night Watchman Inn & Suites	Roy Patel	515 W Kansas Ave	Greensburg	KS	67054-1629	(620) 723-2244
B/W Plus Butterfield Inn	Peter Shimondle	1010 E 41st St	Hays	KS	67601-9495	(785) 621-4337
B/W Plus Hiawatha Hotel	Jagadish Patel	119 E Lodge St	Hiawatha	KS	66434-8529	(785) 740-7000
B/W Plus Stevens County Inn	Sanmukh D. Bhakta	1004 E 11th St	Hugoton	KS	67951-2905	(620) 544-7766
B/W J. C. Inn	Dilip G. Patel	604 E Chestnut St	Junction City	KS	66441-9447	(785) 210-1212
B/W Premier KC Speedway Inn & Suites	Dilip G. Patel	10401 France Family Dr	Kansas City	KS	66111-1905	(913) 334-4440
B/W Plus Liberal Hotel & Suites	Mukhtiar S. Johal	1550 N Lincoln Ave	Liberal	KS	67901-5208	(620) 624-9700
B/W Manhattan Inn	Dilip G. Patel	601 E Poyntz Ave	Manhattan	KS	66502-5049	(785) 537-8300
B/W Plus McPherson	Larry Patel	200 N Champlin St	McPherson	KS	67460	(620) 480-2667
B/W Plus Olathe Hotel	David Nedunilam	1580 S Hamilton Cir	Olathe	KS	66061-5377	(913) 440-9762
B/W Parsons Inn	Nilesh Patel	101 Main St	Parsons	KS	67357-3597	(620) 423-0303
B/W Plus Pratt	Shelley Lynn Shaw	112 NE State Road 61	Pratt	KS	67124-8467	(620) 508-6466
B/W Plus Midwest Inn & Suites	Dilip G. Patel	745 W Schilling Rd	Salina	KS	67401-8992	(785) 493-9800
B/W El-Quartelejo Inn & Suites	Keshore (Kelly) Patel	1610 S Main St	Scott City	KS	67871-5095	(620) 872-7373
B/W Plus Wakeeney Inn & Suites	Gautam S Patel	525 S 1st St	Wakeeney	KS	67672-2605	(785) 743-2700
B/W Governors Inn & Suites	Naseer Ahmed	4742 S Emporia	Wichita	KS	67216-1771	(316) 522-0775
B/W Plus Eastgate Inn & Suites	Jason Madhu	8300 E Kellogg	Wichita	KS	67207-1814	(316) 682-3000
B/W Plus Wichita West Airport Inn	Larry Patel	3800 W Kellogg Dr	Wichita	KS	67213-2227	(316) 854-5050
B/W River Cities	Deepak Panjabi	31 Russell Plaza Dr	Ashland	KY	41101-7082	(606) 326-0357
B/W Wilderness Trail Inn	Larry Cain	1476 S US Highway 25E	Barbourville	KY	40906-7317	(606) 546-8500
B/W Plus Bowling Green	Sunil B. Patel	1940 Mel Browning St	Bowling Green	KY	42104-0310	(270) 782-6933
B/W Campbellsville Inn	Ankit Patel	1400 E Broadway St	Campbellsville	KY	42718-1569	(270) 465-7001
B/W Central City	Dhaval Patel	627 S 2nd St	Central City	KY	42330-1701	(270) 757-0222
B/W Columbia	Deepak Panjabi	710 Bomar Hts	Columbia	KY	42728-1563	(270) 384-9744
B/W Corbin Inn	Viral (Victor) J. Patel	2630 Cumberland Falls Hwy	Corbin	KY	40701-2732	(606) 528-2100
B/W Plus Elizabethtown Inn & Suites	Alpa M. Patel	2014 N Mulberry St	Elizabethtown	KY	42701-2053	(270) 900-4518
B/W Inn Florence	Manubhai Patel	7821 Commerce Dr	Florence	KY	41042-1569	(859) 525-0090
B/W Parkside Inn	Lee Allen	80 Chenault Rd	Frankfort	KY	40601-9260	(502) 695-6111
B/W Plus Georgetown Corporate Center Hotel	Jatin Kantilal Shah	132 Darby Dr	Georgetown	KY	40324-8715	(502) 868-0055
B/W Hopkinsville	Jitendrakumar Patel	4101 Fort Campbell Blvd	Hopkinsville	KY	42240-4946	(270) 874-2680
B/W Ashbury Inn	Upkar Sohal	1005 New Moody Ln	LaGrange	KY	40031-9142	(502) 222-5500
B/W Lawrenceburg Inn	Mark Todd Hyatt	200 Plaza Dr	Lawrenceburg	KY	40342-9075	(502) 839-3444
B/W Lexington Inn	David Paul Andersen	2221 Elkhorn Rd	Lexington	KY	40505-4837	(859) 293-0047
GLo Best Western Lexington	Rajni Rama	1935 Stanton Way	Lexington	KY	40511-1350	(859) 554-8854
B/W Plus Louisa	Gene A. Wilson	18199 Highway 23	Louisa	KY	41230-5329	(606) 638-3418
B/W Louisville East Inn & Suites	Umang Yogendra Patel	9802 Bunsen Way	Louisville	KY	40299-2548	(502) 499-0000
B/W Premier Airport/Expo Center Hotel	Marcus A. Fullard-Leo	4110 Dixie Hwy	Louisville	KY	40216-3812	(502) 448-2020
B/W Lake Cumberland Inn	Dharmeshkumar Patel	2030 E Highway 90	Monticello	KY	42633-5949	(606) 340-8687
B/W Eagles Inn	Sunil Patel	110 Toms Dr	Morehead	KY	40351-8413	(606) 784-5796
B/W University Inn	Chhotabhai S. Patel	1503 N 12th St	Murray	KY	42071-3534	(270) 873-8167

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B/W Plus Owensboro	Monarch Desai	1018 Goetz Dr	Owensboro	KY	42301-7461	(270) 689-0939
B/W Paducah Inn	Ajay Patel	2960 Husband Rd	Paducah	KY	42003-9500	(270) 443-2323
B/W Paris Inn	Dharmendra Patel	2011 Alverson Dr	Paris	KY	40361-2207	(859) 987-0779
B/W Richmond Hotel	Anilkumar Patel	100 Eastern Bypass	Richmond	KY	40475-2302	(859) 623-9220
B/W Shelbyville Lodge	Sunny Patel	115 Isaac Shelby Dr	Shelbyville	KY	40065-9128	(502) 633-4400
B/W Louisville South / Shepherdsville	Rajesh Patel	362 Brenton Way	Shepherdsville	KY	40165-9226	(502) 955-5533
B/W Shepherdsville	Sonal Patel	211 S Lakeview Dr	Shepherdsville	KY	40165-7128	(502) 543-7097
B/W Somerset	Ameet Patel	103 Jefferson Dr	Somerset	KY	42501-2940	(606) 677-9000
B/W Winchester Hotel	Jigneshkumar Pravinbhai Gandhi	1307 W Lexington Ave	Winchester	KY	40391-1128	(859) 744-7210
B/W Abbeville Inn & Suites	Ketan Patel	3515 Veterans Memorial Dr	Abbeville	LA	70510-5709	(337) 740-4100
B/W of Alexandria Inn & Suites & Conference Center	Ranjit Singh Johal	2720 N MacArthur Dr	Alexandria	LA	71303-4227	(318) 445-5530
B/W LSU/Medical Corridor Inn & Suites	Bindiya Rasik Patel	7959 Essen Park Ave	Baton Rouge	LA	70809-7438	(225) 766-9493
EOD Winter 2023 B/W Heritage Inn & Suites	Jayesh H. Patel	146 Heritage	Broussard	LA	70518-8046	(800) 528-1234
B/W Plus Chalmette Hotel	Joseph O'Connor	3400 Paris Rd	Chalmette	LA	70043-2266	(504) 309-6360
B/W Covington	Dhaval Kumar Rasiklal Patel	625 N Highway 190	Covington	LA	70433-8961	(985) 892-2681
EOD Spring 2023 BW Acadia Hotel	Dharmesh Patel	9565 Egan Hwy	Crowley	LA	70526-8109	(337) 514-2253
B/W Delhi Inn	Rikul Ramesh Patel	135 Snider Rd	Delhi	LA	71232-7015	(318) 878-5126
B/W Plus DeRidder Inn & Suites	Vimalkumar S. Patel	1055 N Pine St	DeRidder	LA	70634-2817	(337) 460-2066
B/W Eunice	Balvant Patel	1531 W Laurel Ave	Eunice	LA	70535-4015	(337) 457-2800
B/W Forest Inn	Albert P. Kuhlman	1909 Main St	Franklin	LA	70538-3117	(337) 828-1810
B/W Houma Inn	Kishor S. Patel	117 Linda Ann Ave	Gray	LA	70359-3334	(985) 580-4300
B/W Plus Westbank	Chander P. Bhateja	1700 Lapalco Blvd	Harvey	LA	70058-3027	(504) 366-5369
B/W Iowa/Lake Charles East	Rajesh Patel	204 W Frontage Rd	Iowa	LA	70647-4031	(800) 528-1234
B/W Plus New Orleans Airport Hotel	Abdul K. Siddiqui	189 W Airline Dr	Kenner	LA	70062-6886	(504) 360-2990
B/W Inn at Coushatta	Vicki L. Massad	12102 US Highway 165	Kinder	LA	70648	(337) 738-4800
B/W La Place Inn	Kishorbhai Patel	4289 Main St	La Place	LA	70068-5944	(985) 651-4000
B/W Lafayette Inn	Dixit Patel	2207 NW Evangeline Trwy	Lafayette	LA	70501-1137	(337) 769-2900
B/W Plus Vermilion River Inn & Suites	Anand Patel	125 E Kaliste Saloom Rd	Lafayette	LA	70508-3236	(337) 235-1367
B/W Bayou Inn & Suites	Paul Singh	1320 N Martin Luther King Hwy	Lake Charles	LA	70601-2051	(337) 990-5325
B/W Plus Prien Lake Inn & Suites	Gurtej Singh	1245 E Prien Lake Rd	Lake Charles	LA	70601-8851	(337) 477-5900
EOD Winter 2021 Leesville-Ft. Polk Inn	Mayur Patel	122 Express Blvd	Leesville	LA	71446-5847	(337) 239-2122
B/W Plus DeSoto Inn & Suites	Dipak Patel	611 Jenkins St	Mansfield	LA	71052-3707	(318) 871-2022
B/W Minden Inn	Nickey D. Patel	1411 Sibley Rd	Minden	LA	71055-5137	(318) 377-1001
B/W Airport Inn	Bharat V. Patel	1475 Garrett Rd	Monroe	LA	71202-3909	(318) 345-4000
B/W Morgan City Inn	Ramesh Patel	610 Martin Luther King Jr. Blvd	Morgan City	LA	70380-2248	(985) 300-0032
B/W Natchitoches Inn	Jay M. Sharplin	5131 University Pkwy	Natchitoches	LA	71457-7169	(318) 352-6655
B/W New Orleans East	Joseph O'Connor	10100 I 10 Service Rd	New Orleans	LA	70127-2746	(504) 378-7000
B/W Plus French Quarter Courtyard Hotel	Rex J. Waller	920 N Rampart St	New Orleans	LA	70116-3011	(504) 524-3333
B/W Plus St. Christopher Hotel	Marc Dorsey	114 Magazine St	New Orleans	LA	70130-2421	(504) 648-0444
B/W False River Hotel	Sunil Patel	2125 Memorial Blvd	New Roads	LA	70760	(225) 618-5725
B/W Oakdale Inn	Ravikumar Patel	2030 Highway 165 S	Oakdale	LA	71463-3539	(318) 335-3155
B/W Plaquemine Inn	Balubhai B. Patel	23235 Highway 1 S	Plaquemine	LA	70764-2558	(225) 385-4388
B/W Rayne Inn	Kishan Patel	1422 N Polk St	Rayne	LA	70578-6221	(337) 334-0060
B/W Plus Ruston Hotel	Kiran J. Patel	1011 Willow Glen Blvd	Ruston	LA	71270-3896	(318) 224-7499
B/W St. Francisville Hotel	Balubhai B. Patel	6756 US Highway 61	Saint Francisville	LA	70775-4520	(225) 635-5851
B/W Plus Airport Inn & Suites	Manojkumar Patel	4927 Monkhouse Dr	Shreveport	LA	71109-6100	(318) 635-2005
B/W Slidell Hotel	Hamant K. Patel	120 Taos St	Slidell	LA	70458-3158	(985) 781-5655

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B/W Plus Executive Hotel & Suites	Tracy French	1200 Pintail St	Sulphur	LA	70665-6402	(337) 625-9000
B/W Ville Platte	Mehulbhai Pramodbhai Patel	1919 E Main St	Ville Platte	LA	70586-6646	(337) 360-9961
B/W Casino Inn	Aziz Tejani	2466 Toomey Rd	Vinton	LA	70668-6309	(337) 551-6350
B/W Plus Regency Park	Dilipbhai Patel	13600 Hartman Ln	Walker	LA	70785-6010	(225) 380-1640
B/W West Monroe Inn	Jiten Patel	405 Thomas Rd	West Monroe	LA	71292-7938	(318) 322-9922
B/W Bayou Inn	Ketan T. Patel	9008 Westbank Expy	Westwego	LA	70094-3734	(504) 304-7980
B/W Zachary Inn	Rajesh M. Patel	4030 Highway 19	Zachary	LA	70791-3906	(225) 658-2550
B/W Plus Boston Hotel	Ashok Patel	891 Massachusetts Ave	Boston	MA	02118-2607	(617) 989-1000
B/W Braintree Inn	Rajesh D. Patel	190 Wood Rd	Braintree	MA	02184-2502	(781) 848-1260
B/W Plus Chelmsford Inn	Ashok Patel	187 Chelmsford St	Chelmsford	MA	01824-2307	(978) 256-7511
B/W at Historic Concord	Ashok Patel	740 Elm St	Concord	MA	01742-2101	(978) 369-6100
B/W Plus North Shore Hotel	Ashok Patel	50 Dayton St	Danvers	MA	01923-1018	(978) 777-1700
B/W Plus Executive Residency Franklin	Ashish Sangani	835 Upper Union St	Franklin	MA	02038-2583	(508) 553-3500
B/W Merrimack Valley	Ashish Sangani	401 Lowell Ave	Haverhill	MA	01832-3683	(978) 373-1511
B/W Cape Cod Hotel	Gaurangumar Patel	1470 Iyannough Rd	Hyannis	MA	02601-1835	(508) 771-4804
B/W Royal Plaza Hotel & Trade Center	Anthony J. LaCava	181 Boston Post Rd W	Marlborough	MA	01752-1840	(508) 460-0700
EOD WINTER 2022 B/W Methuen Inn	Ashok Patel	159 Pelham St.	Methuen	MA	01844-1567	(978) 291-6522
B/W Milford Inn	Ashok Patel	3 Fortune Blvd	Milford	MA	01757-1746	(508) 634-2499
B/W North Attleboro / Providence Beltway	Dilip M. Gandhi	707 S Washington St	North Attleboro	MA	02760-3624	(508) 643-9900
B/W Dartmouth-New Bedford	Kuntal Patel	737 State Rd	North Dartmouth	MA	02747-1821	(508) 717-0424
B/W Plus Berkshire Hills Inn & Suites	Mauer Desai	1350 W Housatonic St	Pittsfield	MA	01201-7514	(413) 442-8714
B/W Plus Cold Spring	Ashok Patel	180 Court St	Plymouth	MA	02360-4036	(508) 746-2222
B/W Adams Inn Quincy-Boston	Ashish Sangani	29 Hancock St	Quincy	MA	02171-1707	(617) 328-1500
B/W Rockland	Devesh Karani	909 Hingham St	Rockland	MA	02370-1050	(781) 871-5660
B/W Providence-Seekonk Inn	Shamir Patel	45 Mink St	Seekonk	MA	02771-5914	(508) 336-4927
B/W Plus The Inn at Sharon/Foxboro	Ashish Sangani	395 Old Post Rd	Sharon	MA	02067-1619	(781) 784-1000
B/W Plus Waltham Boston	Anthony J. LaCava	380 Winter St	Waltham	MA	02451-8700	(781) 890-7800
B/W Springfield West Inn	Shambhu Rana	429 Riverdale St	West Springfield	MA	01089-4625	(413) 785-5365
Aiden by Best Western @ Cape Point	Ashok Patel	476 Route 28	West Yarmouth	MA	02673-4841	(508) 778-1500
B/W Plus New Englander	Ashok Patel	1 Rainin Rd	Woburn	MA	01801-4627	(781) 935-8160
B/W Plus Brandon Inn	Brooke Cameron Christianson	205 Middleton Ave	Brandon	MB	R7C 1A8	(204) 727-7997
B/W Plus Dauphin	Tim Spiller	50 Eric Irwin Way	Dauphin	MB	R7N 2T9	(204) 638-3000
B/W Plus Winnipeg West	Cory Roy Harvey Armstrong	4140 Portage Ave	Headingley	MB	R4H 1C5	(204) 594-2200
B/W Plus Morden	Abe Klassen	253 Loren Dr	Morden	MB	R6M 0C9	(204) 822-6116
B/W Thompson Hotel & Suites	Elaine MacDonald-Grundy	205 Mystery Lake Road	Thompson	MB	R8N 1Z8	(204) 778-8887
B/W Plus Winkler	Abe Klassen	1705 Diamond Dr	Winkler	MB	R6W 0C1	(204) 331-1400
B/W Plus Pembina Inn & Suites	Gilles Landry	1714 Pembina Hwy	Winnipeg	MB	R3T 2G2	(204) 269-8888
B/W Plus Winnipeg Airport Hotel	Salim Mukadam	1715 Wellington Ave	Winnipeg	MB	R3H 0G1	(204) 775-9889
B/W Premier Winnipeg East	Heather Maya Fenyes	900 Regent Ave W	Winnipeg	MB	R2C 5C6	(204) 416-1920
B/W Annapolis	Asmita V. Patel	2520 Riva Rd	Annapolis	MD	21401-1405	(410) 224-2800
B/W Plus Hotel & Conference Center	Anil Patel	5625 O'Donnell St	Baltimore	MD	21224-4630	(410) 633-9500
B/W Plus College Park Hotel	Vipul Patel	8419 Baltimore Ave	College Park	MD	20740-2437	(301) 220-0505
B/W Denton Inn	Jayesh L. Korat	521 Fleetwood Rd	Denton	MD	21629-3306	(410) 479-8400
B/W Plus Easton Inn & Suites	Gurjit Singh	8708 Alicia Dr	Easton	MD	21601-7054	(410) 822-7100
B/W Plus BWI Airport Hotel - Arundel Mills	James Starke	6755 Dorsey Rd	Elkridge	MD	21075-6206	(410) 796-3300
B/W Historic Frederick	Maganbhai Pansuriya	420 Prospect Blvd	Frederick	MD	21701-6400	(301) 695-6200
B/W Kent Narrows Inn	Rameshbhai D. Patel	3101 Main St	Grasonville	MD	21638-1029	(410) 827-6767

Open Hotels as of 11/30/22

B/W La Plata Inn	Rakesh Shah	6900 Crain Hwy	La Plata	MD	20646-5933	(301) 934-4900
B/W Capital Beltway Washington DC	Shanker K. Patel	5910 Princess Garden Pkwy	Lanham	MD	20706-2905	(301) 459-1000
EOD Summer 2023 B/W Laurel	Vishal Mirpuri	1 N 2nd ST	Laurel	MD	20707-1866	(301) 725-8800
B/W Braddock Inn	Jignesh S. Desai	1268 National Hwy	LaVale	MD	21502-7607	(301) 729-3300
B/W Chesapeake Bay North Inn	Kalpesh R. Shah	39 Elwoods Rd	North East	MD	21901-1805	(410) 287-5450
B/W Ocean City Hotel & Suites	James R. Schneider	5501 Coastal Hwy	Ocean City	MD	21842-1344	(443) 664-4001
B/W Plus Ocean City	James R. Schneider	6007 Coastal Hwy	Ocean City	MD	21842-7361	(410) 524-6100
EOD Winter 2023 B/W Plus Pocomoke City	Rameshbhai D. Patel	125 Newtowne Blvd	Pocomoke City	MD	21851-2700	(410) 957-6444
B/W Plus Rockville Hotel & Suites	Jeffrey S. Wilder	1251 W Montgomery Ave	Rockville	MD	20850-3133	(301) 424-4940
B/W Salisbury Plaza	Friday Isokpehi Obaseime	1735 N Salisbury Blvd	Salisbury	MD	21801-3330	(410) 546-1300
B/W Westminster Hotel	Frank D. Reagoso	451 WMC Dr	Westminster	MD	21158-4336	(410) 857-1900
B/W Plus Augusta Civic Center Inn	Ashish Sangani	110 Community Dr	Augusta	ME	04330-8009	(207) 622-4751
B/W White House Inn	John D. Lafayette	155 Littlefield Ave	Bangor	ME	04401-7206	(207) 862-3737
B/W Acadia Park Inn	Ashish Sangani	452 State Highway 3	Bar Harbor	ME	04609-7213	(207) 288-5823
B/W Plus Brunswick Bath	Ashish Sangani	71 Gurnet Rd	Brunswick	ME	04011-9328	(207) 725-5251
B/W Freeport Inn	Srinivas Anne	31 US Route 1	Freeport	ME	04032-7000	(207) 865-3106
B/W Plus Rumford Falls	Tony Carter	50 Prospect Ave	Rumford	ME	04276-2022	(207) 507-4061
B/W Merry Manor Inn	John D. Lafayette	700 Main St	South Portland	ME	04106-5402	(207) 774-6151
B/W Plus Waterville Grand Hotel	Ashish Sangani	375 Main St	Waterville	ME	04901-4924	(207) 873-0111
B/W York Inn	Robins Patel	2 Brickyard Ln	York	ME	03909-1600	(207) 363-8903
B/W Greenfield Inn	Najib Ayar	3000 Enterprise Dr	Allen Park	MI	48101-3529	(313) 271-1600
B/W Executive Inn	Ghanshyam Parmar	5090 Beckley Rd	Battle Creek	MI	49015-4116	(269) 979-8506
B/W Benton Harbor-St. Joseph	Kalpeshkumar Patel	1592 Mall Dr	Benton Harbor	MI	49022-2310	(269) 925-3000
B/W Plus of Birch Run/Frankenmuth	Bhavesh Dhulabhai Patel	9087 E Birch Run Rd	Birch Run	MI	48415-9747	(989) 624-9395
B/W River Terrace	Axay Mahipatsinh Sayania	847 S Main St	Cheboygan	MI	49721-2219	(231) 627-5688
B/W Clare Hotel	Kirti Patel	10100 S Clare Ave	Clare	MI	48617-8924	(989) 229-3000
B/W Plus Coldwater Hotel	Pradip Patel	630 E Chicago St	Coldwater	MI	49036-2028	(517) 279-0900
B/W Davison Inn	Ranjeet Kaur Bhullar	10082 Lapeer Rd.	Davison	MI	48423-8117	(810) 658-2700
B/W DeWitt	Mehul Patel	1055 Aaron Dr	DeWitt	MI	48820-9080	(517) 374-0000
B/W Plus Flint Airport Inn & Suites	Maher Atallah Qazaha	6075 Hill 23 Dr	Flint	MI	48507-3894	(810) 233-9000
B/W Gaylord	Kishor K. Virani	1201 W Main St	Gaylord	MI	49735-7407	(989) 732-2200
B/W Beacon Inn	Bhavesh Dhulabhai Patel	1525 S Beacon Blvd	Grand Haven	MI	49417-2612	(616) 842-4720
B/W Executive Inn & Suites	Vishnu Desai	2725 Buchanan Ave SW	Grand Rapids	MI	49548-1010	(616) 246-6612
B/W Hospitality Hotel & Suites	Hikmat Piomari	5500 28th St SE	Grand Rapids	MI	49512-2052	(616) 949-8400
B/W of Harbor Springs	Michael Carl Erleben	8514 M-119	Harbor Springs	MI	49740-9586	(231) 347-9050
B/W of Hartland	Zuher Qonja	10087 Highland Rd	Hartland	MI	48353	(810) 632-7177
B/W Plus Holland Inn & Suites	Tushar Patel	2888 W Shore Dr	Holland	MI	49424-9526	(616) 994-0400
B/W Plus Kalamazoo Suites	Kanubhai Patel	2575 S 11th St	Kalamazoo	MI	49009-2105	(269) 350-5522
EOD Summer 2022 Lansing West Hotel	Bharat Patel	7501 W. Saginaw Hwy	Lansing	MI	48917-1130	(517) 627-3211
B/W Lapeer Inn	Paritosh Patel	770 West St	Lapeer	MI	48446-3065	(810) 667-9444
B/W Detroit Livonia	Najib Ayar	16999 S Laurel Park Dr	Livonia	MI	48154-1121	(734) 464-0050
B/W Lakewinds	Timothy Allen Ferwerda	5005 W US Highway 10	Ludington	MI	49431-8692	(231) 843-2140
B/W Plus Dockside Waterfront Inn	Alfonso Lieghio	505 S Huron Ave	Mackinaw City	MI	49701-9727	(231) 436-5001
B/W Okemos/East Lansing Hotel & Suites	William Brehm	2209 University Park Dr	Okemos	MI	48864-3967	(517) 349-8700
B/W Port Huron Blue Water Bridge	Janantik Pandya	2282 Water St	Port Huron	MI	48060-2428	(810) 987-1600
B/W Harbour Pointe Lakefront	Kanubhai Patel	797 N State St	Saint Ignace	MI	49781-1137	(906) 643-6000
B/W Plaza Hotel Saugatuck	Pankaj Patel	3457 Blue Star Hwy	Saugatuck	MI	49453-9400	(269) 857-7178

Open Hotels as of 11/30/22

B/W Sault Ste. Marie	Inderjit Singh	4335 I-75 Business Spur	Sault Sainte Marie	MI	49783-3621	(906) 632-2170
B/W Plus Traverse City	Alex Mowczan	305 Munson Ave (US 31)	Traverse City	MI	49686-3069	(231) 946-8424
B/W Warren Hotel	Heather Kanona	7447 Convention Blvd	Warren	MI	48092-3875	(586) 977-7270
B/W Plus Wayland Hotel	Pankaj Patel	396 Reno Dr	Wayland	MI	49348-1277	(269) 397-1161
B/W Woodhaven Inn	Jamal Bahoura	21700 West Rd	Woodhaven	MI	48183-3242	(734) 676-8000
B/W Plus Albert Lea I-90/I-35 Hotel	Bhavesh Amin	821 E Plaza St	Albert Lea	MN	56007-2084	(507) 373-4000
B/W Alexandria Inn	Raj Patel	508 Twin Blvd	Alexandria	MN	56308-6424	(320) 762-5161
B/W Bemidji	Daksha M. Patel	2420 Paul Bunyan Dr NW	Bemidji	MN	56601-8790	(218) 751-0390
B/W Plus Blaine at the National Sports Center	Amrinderjit Singh Sachdeva	10580 Baltimore St NE	Blaine	MN	55449-4512	(763) 792-0750
B/W Bloomington Edina - Minneapolis	Harshal Patel	4201 American Blvd W	Bloomington	MN	55437-1120	(952) 835-6643
B/W Plus Bloomington Hotel	Shawn Punjwani	1901 Killebrew Dr	Bloomington	MN	55425-1890	(952) 854-8200
B/W Premier Nicollet Inn	Jamie Dahlen	14201 Nicollet Ave	Burnsville	MN	55337-5773	(952) 435-2100
B/W Premier The Lodge on Lake Detroit	Christine Holland-Mehlhaff	1200 E Shore Dr	Detroit Lakes	MN	56501-4727	(218) 847-8439
B/W Plus Dakota Ridge	Andrew Schweizer	3450 Washington Dr	Eagan	MN	55122-3003	(651) 452-0100
B/W Eden Prairie Inn	Mitul Bhakta	11500 W 78th St	Eden Prairie	MN	55344-3601	(952) 829-0888
B/W Fairmont	Robert Kisabeth	1201 Torgerson Dr	Fairmont	MN	56031	(507) 238-4771
B/W Plus Superior Inn	Christine Holland-Mehlhaff	108 E Highway 61	Grand Marais	MN	55604-3130	(218) 387-2240
B/W Plus Grand Rapids MN	Todd Victor Byhre	2309 SW 1st Avenue	Grand Rapids	MN	55744	(218) 301-0345
B/W Plus Isanti	Robert Hjort	409 Main Street East	Isanti	MN	55040	(763) 452-0520
B/W Plus LaCrescent / LaCrosse	Sheila Margaret Wieser	509 N Chestnut St	La Crescent	MN	55947	(507) 895-1001
B/W Plus The Normandy Inn & Suites	Michael John Noble	405 S 8th St	Minneapolis	MN	55404-1026	(612) 370-1400
B/W Plus Chelsea Hotel	Marianna Khauv	89 Chelsea Rd	Monticello	MN	55362-8912	(763) 271-8880
B/W Plus New Ulm	Kyle Andrew Schock	2101 S Broadway St	New Ulm	MN	56073-3953	(507) 359-2941
B/W Rochester Hotel Mayo Clinic Area/St. Mary's	Harshal Patel	1517 16th St SW	Rochester	MN	55902-1075	(507) 289-8866
B/W Plus Kelly Inn	Dawn Koble	100 4th Ave S	Saint Cloud	MN	56301-3615	(320) 253-0606
B/W Plus Como Park Hotel	Steven Bauer	1010 Bandana Blvd W	Saint Paul	MN	55108-5107	(651) 647-1637
B/W Plus Saint Peter	Brian Kern	1301 Old Minnesota Ave	Saint Peter	MN	56082	(507) 519-1234
B/W Plus St. Paul North/Shoreview	Kyle Andrew Schock	1000 Gramsie Rd	Shoreview	MN	55126-2949	(651) 482-0402
B/W Plus White Bear Country Inn	William L. Foussard	4940 State Highway 61	White Bear Lake	MN	55110-2600	(651) 429-5393
B/W Plus Willmar	Robert Kisabeth	2100 Highway 12 E	Willmar	MN	56201-5819	(320) 235-6060
B/W Plus Bolivar Hotel & Suites	Drew Kifer	777 E San Martin St	Bolivar	MO	65613-2982	(417) 326-0188
B/W Center Pointe Inn	Gail Lynn Myer	3215 W 76 Country Blvd	Branson	MO	65616-3551	(417) 334-1894
B/W Music Capital Inn	Gail Lynn Myer	3257 Shepherd of the Hills Expy	Branson	MO	65616-8104	(417) 334-8378
B/W Plus Landing View Inn & Suites	Gordon A. Elliott	403 W Main St	Branson	MO	65616-2768	(417) 334-6464
B/W Branson Inn and Conference Center	Runrun Li	8514 E State Hwy 76	Branson West	MO	65737-8881	(417) 338-2141
B/W Brookfield	Tammy J. Abbott	28622 Highway 11	Brookfield	MO	64628-8280	(660) 258-4900
B/W Plus Columbia Inn	Kalpesh Patidar	2904 Clark Ln	Columbia	MO	65202-2480	(573) 397-6471
B/W On the River	Aswin Patel	401 N 3rd St	Hannibal	MO	63401-3301	(573) 248-1150
B/W St. Louis Airport North Hotel & Suites	Drew Kifer	323 Taylor Rd	Hazelwood	MO	63042-2026	(314) 731-8000
B/W Independence Kansas City	Pratikshya KC	18700 E. 37th Terrace South	Independence	MO	64057-2302	(816) 795-1616
B/W Plus Jackson/Cape Girardeau	Jayesh G. Patel	3003 S Old Orchard Rd	Jackson	MO	63755	(573) 987-5501
B/W Plus Capital Inn	Rakesh Patel	1937 Christy Dr	Jefferson City	MO	65101-2202	(573) 635-4175
B/W The Oasis at Joplin	Gordon A. Elliott	3508 S Rangeline Rd	Joplin	MO	64804-4431	(417) 781-6776
B/W Country Inn - North	Kaushik P. Patel	2633 NE 43rd St	Kansas City	MO	64117-1674	(816) 459-7222
B/W Plus Kansas City Airport-KCI East	Peter Shimondle	11130 N Ambassador Dr	Kansas City	MO	64153-2013	(816) 891-9111
B/W Premier Kansas City Sports Complex Hotel	Dennis Hulsing	4011 Blue Ridge Cut Off	Kansas City	MO	64133-1418	(816) 353-5300
B/W Worlds of Fun Inn & Suites	Hiral Bhakta	4231 N Corrington Ave	Kansas City	MO	64117-1577	(816) 569-3650

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EOD Summer 2023 B/W Midtown Hotel	Hitesh Patel	3517 Main St	Kansas City	MO	64111-1922	(816) 381-2100
B/W Plus Lee's Summit Hotel & Suites	David Robert Meiners	4825 NE Lakewood Way	Lee's Summit	MO	64064-2486	(816) 795-6400
B/W Premier Liberty Inn & Suites	Dilip G. Patel	421 N 291 Hwy	Liberty	MO	64068-1043	(816) 857-7777
B/W Plus St. Louis West-Westport	Sunil Ramesh Patel	12220 Dorsett Rd	Maryland Heights	MO	63043-2408	(314) 666-9000
B/W Teal Lake Inn	Pratikshya KC	3602 S Clark St	Mexico	MO	65265-4104	(573) 582-0700
B/W Mt. Vernon Inn	Umesh Patel	1200 E Industrial Rd	Mount Vernon	MO	65712-9783	(417) 461-0230
B/W Big Spring Lodge	Kirit Gandhi	1810 Southern View Dr	Neosho	MO	64850-2912	(417) 455-2300
B/W Coachlight	Bhaskar Patel	1403 Martin Springs Dr	Rolla	MO	65401-2976	(573) 341-2511
B/W Plus The Charles Hotel	Ritesh Jariwala	1425 S 5th St	Saint Charles	MO	63301-2435	(636) 946-6936
B/W Kirkwood Inn	Cynthia Louise Brasseur	1200 S Kirkwood Rd	Saint Louis	MO	63122-7225	(314) 821-3950
B/W Plus St. Louis Airport Hotel	Niten Patel	4576 Woodson Rd	Saint Louis	MO	63134-3704	(314) 528-3100
B/W St. Louis Inn	Raman Patel	6224 Heimos Industrial Park Dr	Saint Louis	MO	63129-6300	(314) 416-7639
B/W Montis Inn	Bhaskar Patel	14086 Highway Z	Saint Robert	MO	65584-3272	(573) 336-4299
B/W State Fair Inn	Sohil Lalani	3120 S Limit	Sedalia	MO	65301-6862	(660) 826-6100
B/W Plus Sikeston	Hiren B. Maisuria	120 S Interstate Dr	Sikeston	MO	63801-8641	(573) 481-9500
B/W Coach House	Gordon A. Elliott	2535 N Glenstone Ave	Springfield	MO	65803-4737	(417) 862-0701
B/W Plus Springfield Airport Inn	Shanil Patel	4445 W Chestnut Expy	Springfield	MO	65802-5824	(417) 799-2200
B/W Route 66 Rail Haven	Gordon A. Elliott	203 S Glenstone Ave	Springfield	MO	65802-3102	(417) 866-1963
Vib Best Western Springfield	Gordon A. Elliott	1845 E Sunshine	Springfield	MO	65804-1501	(417) 881-9100
B/W Warrensburg Inn	Dorothy Krzyzostaniak	626 E Russell Ave	Warrensburg	MO	64093-9605	(660) 747-3000
B/W Plus Washington Hotel	Niten Patel	2621 E 5th St	Washington	MO	63090-3856	(636) 390-8877
B/W Cypress Creek	Jaydipkumar Lad	21 Lamar Poole Rd, I-10 @ Exit	Biloxi	MS	39532-8724	(228) 875-7111
B/W Oak Manor	Sanmukh P. Desai	886 Beach Blvd	Biloxi	MS	39530-4136	(228) 435-4331
B/W Canton Inn	Timothy G. Michels	137 Soldier Colony Rd	Canton	MS	39046-9783	(601) 859-8600
B/W Executive Suites	Mitulkumar Patel	303 Shoney Dr	Columbus	MS	39705-1763	(662) 329-2255
B/W Plus Flowood Inn & Suites	Minal Patel	1004 Top St	Flowood	MS	39232-9579	(601) 420-4944
B/W Seaway Inn	Candra Shular-Carroll	9475 Highway 49	Gulfport	MS	39503-4227	(228) 864-0050
B/W Premier University Inn	Anuj Bharat Patel	132 Plaza Dr	Hattiesburg	MS	39402-1391	(601) 909-6658
B/W Plus Goodman Inn & Suites	Rohan Patel	6910 Wind Chase Dr	Horn Lake	MS	38637-1453	(662) 510-6999
B/W Plus Jackson Downtown-Coliseum	Dave Patel	725 Larson St	Jackson	MS	39202-3437	(601) 969-6555
B/W Plus Magee Inn and Suites	Minal Patel	401 8th Ave SW	Magee	MS	39111-3961	(601) 867-3535
B/W Flagship Inn	Michael L. Shular	4830 Amoco Dr	Moss Point	MS	39563-9572	(228) 475-5000
B/W New Albany	Vishal Patel	400 State Highway 30 W	New Albany	MS	38652-2403	(662) 598-0123
B/W Plus Desoto	Bhupender Patel	904 Craft-Goodman Frontage R	Olive Branch	MS	38654	(662) 932-7110
B/W Plus Olive Branch Hotel & Suites	Rohan Patel	10915 Business Center Dr	Olive Branch	MS	38654-8502	(662) 892-2680
B/W Airport Inn	Bharat V. Patel	257 S Pearson Rd	Pearl	MS	39208-5600	(601) 936-2060
B/W Plus Philadelphia-Choctaw Hotel and Suites	Murad Ali Budhwani	15211 Highway 16 W	Philadelphia	MS	39350-6734	(601) 656-9484
B/W Richland Inn & Suites	Kalpana Patel	101 Roland Dr	Richland	MS	39218-4415	(601) 936-7004
B/W Plus Tupelo Inn & Suites	Jayesh R. Patel	3158 N Gloster St	Tupelo	MS	38804-9744	(662) 847-0300
B/W Vicksburg	Rajesh M. Patel	2445 N Frontage Rd	Vicksburg	MS	39180-5177	(601) 636-5800
B/W Gateway Inn	Paresh Patel	286 Wyeth Ln	Yazoo City	MS	39194-4653	(662) 716-0930
B/W Plus Clocktower Inn	Stephen C. Wahrlich	2511 1st Ave N	Billings	MT	59101-2320	(406) 259-5511
B/W Plus Kelly Inn & Suites	Brenda Schmidt	4915 Southgate Dr	Billings	MT	59101-4668	(406) 256-9400
B/W Plus GranTree Inn	Carl A. Solvie	1325 N 7th Ave	Bozeman	MT	59715-2511	(406) 587-5261
B/W Plus Butte Plaza Inn	Herbert H. Leuprecht	2900 Harrison Ave	Butte	MT	59701-3693	(406) 494-3500
B/W Paradise Inn	Alpa Patel	650 N Montana St	Dillon	MT	59725-3347	(406) 683-4214
B/W Plus Riverfront Hotel and Suites	Jackie Lee Neves	600 River Dr. S	Great Falls	MT	59405-1886	(406) 761-2600

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B/W Plus Great Northern Inn	William Dritshulas	1345 1st St	Havre	MT	59501-3803	(406) 265-4200
B/W Plus Havre Inn & Suites	William Dritshulas	1425 Highway 2 NW	Havre	MT	59501-3428	(406) 265-2888
B/W Premier Helena Great Northern Hotel	Marti Bara	835 Great Northern Blvd	Helena	MT	59601-3315	(406) 457-5500
EOD Spring 2023 B/W Capital Area	Richard Darrel Gustin	701 N Washington St	Helena	MT	59601-3259	(406) 449-4000
B/W Plus Flathead Lake Inn and Suites	Eric R. Bahme	4824 US Highway 93 S	Kalispell	MT	59901-7985	(406) 857-2400
B/W Plus Kalispell/Glacier Park West Hotel & Suites	Garret Guinn	255 Montclair Dr	Kalispell	MT	59901-3229	(406) 257-5255
B/W Yellowstone Crossing	Usman Khan	205 SE 4th St	Laurel	MT	59044-3309	(406) 628-6888
B/W War Bonnet Inn	Dhiraj K. Sharma	1015 S Haynes Ave	Miles City	MT	59301-5727	(406) 234-4560
B/W Plus Grant Creek Inn	Lawrence J. McRae	5280 Grant Creek Rd	Missoula	MT	59808-1492	(406) 543-0700
B/W Shelby Inn & Suites	Mike Johnson	1948 W Roosevelt Hwy	Shelby	MT	59474-1549	(406) 424-4560
B/W Golden Prairie Inn & Suites	Mike Johnson	820 S Central Ave	Sidney	MT	59270-4941	(406) 433-4560
B/W Desert Inn	Raj Shastri	133 North Canyon St	West Yellowstone	MT	59758	(406) 646-7376
B/W Weston Inn	Ranjit Singh Johal	103 Gibbon Ave	West Yellowstone	MT	59758	(406) 646-7373
B/W Rocky Mountain Lodge	Rishav Sharma	6510 Highway 93 S	Whitefish	MT	59937-2978	(406) 862-2569
B/W Plus Bathurst Hotel & Suites	Tanya Arora	150 Main St	Bathurst	NB	E2A 1A4	(506) 548-8888
B/W Plus Edmundston Hotel	Simon Blouin	280 Boul Hebert	Edmundston	NB	E3V 0A3	(506) 739-0000
B/W Plus Fredericton Hotel & Suites	Madeleine Levesque-Toner	333 Bishop Dr	Fredericton	NB	E3C 2M6	(506) 455-8448
B/W Plus Grand-Sault Hotel & Suites	Madeleine Levesque-Toner	187 Ouellette St	Grand Falls	NB	E3Z 3E8	(506) 473-6200
B/W Plus Moncton	Anton Ganeshamoorthy	300 Lewisville Rd	Moncton	NB	E1A 5Y4	(506) 388-0888
B/W Plus Saint John Hotel & Suites	Jasmine Mosher	55 Majors Brook Dr	Saint John	NB	E2J 0B2	(506) 657-9966
EOD FALL 2022 B/W Premier Harbour View	Devendra Patel	10 Portland St.	Saint John	NB	E2K 4H8	(506) 657-7320
B/W Plus Woodstock Hotel & Conference Centre	Sean C. Jones	123 Gallop Ct	Woodstock	NB	E7M 3P7	(506) 328-2378
B/W Albemarle Inn	Anilkumar Patel	2300 US Highway 52 N	Albemarle	NC	28001-8507	(704) 985-1111
B/W Asheville Tunnel Road	Hites Patel	501 Tunnel Rd	Asheville	NC	28805-1824	(828) 298-5562
GLO Best Western Asheville Tunnel Road	Hites Patel	509 Tunnel Rd	Asheville	NC	28805-1824	(828) 417-9300
B/W Mountain Lodge at Banner Elk	James W. Wooten	1615 Tynecastle Hwy	Banner Elk	NC	28604-9708	(828) 898-4571
B/W Plus Burlington	Ernie A. Koury	770 Huffman Mill Rd	Burlington	NC	27215-5125	(336) 584-0151
B/W Plus Cary Inn - NC State	Sheri K. Erhart	1722 Walnut St	Cary	NC	27511-5931	(919) 481-1200
B/W Plus Charlotte/Matthews Hotel	Najaf Ahmad Gill	2501 Sardis Rd N	Charlotte	NC	28227-7724	(704) 845-2810
B/W Sterling Hotel & Suites	Manoj Singh	242 E Woodlawn Rd	Charlotte	NC	28217-2202	(704) 525-5454
B/W Butner Creedmoor Inn	Tejas Bhagat	2578 W Lyon Station Rd	Creedmoor	NC	27522-7308	(919) 575-5942
B/W Plus River Escape Inn & Suites	Vivek Patel	248 WBI Dr	Dillsboro	NC	28725	(828) 586-6060
B/W Plus Edison Inn	Dilipbhai Dahyabhai Patel	1595 Mechanical Blvd	Garner	NC	27529-2536	(919) 662-4890
B/W Gastonia	Mukesh Bhandari	360 Best Western Ct	Gastonia	NC	28054	(704) 868-2000
B/W Plus Goldsboro	John Paul Henry	909 N Spence Ave	Goldsboro	NC	27534-4269	(919) 751-1999
B/W Plus Greensboro/Coliseum Area	Janak M. Patel	2006 Veasley St	Greensboro	NC	27407-4638	(336) 294-9100
B/W Plus Suites-Greenville	Ashish Amulrai Naik	2310 Greenville Blvd NE	Greenville	NC	27858-4140	(252) 752-2378
B/W Hendersonville Inn	Scott Harrell	105 Sugarloaf Rd	Hendersonville	NC	28792-9326	(828) 692-0521
B/W Hickory	Bradley Charles Lail	1520 13th Avenue Dr SE	Hickory	NC	28602-5183	(828) 323-1150
B/W Plus Huntersville Inn & Suites Near Lake Norman	Priyesh Patel	13830 Statesville Rd	Huntersville	NC	28078-9040	(704) 875-7880
B/W Plus Yadkin Valley Inn & Suites	Mahendra Patel	1713 N.C. Highway 67	Jonesville	NC	28642-9247	(336) 835-6000
B/W Plus Westgate Inn & Suites	Riley Evans	1120 Towne Lake Dr	Leland	NC	28451-9476	(910) 371-2858
B/W Lumberton	Pramit Patel	201 Jackson Ct	Lumberton	NC	28358-1103	(910) 618-9799
B/W Mountainbrook Inn	Vimal K Patel	3811 Soco Rd Rte 19	Maggie Valley	NC	28751-9506	(828) 926-3962
B/W Inn & Suites - Monroe	Prakash B. Desai	2316 Hanover Dr	Monroe	NC	28110-0450	(704) 283-4746
B/W of Murphy	Ulkes Desai	1522 Andrews Rd	Murphy	NC	28906-5113	(828) 837-3060
B/W Plus Pineville-Charlotte South	Aman Saurin Shah	9825 Leitner Dr	Pineville	NC	28134-6556	(704) 341-1190

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B/W Plus Raleigh Crabtree Valley Hotel	Yati Ramnikbhai Vaghani	6209 Glenwood Ave	Raleigh	NC	27612-2615	(919) 782-1112
B/W Shallotte / Ocean Isle Beach Hotel	Joga Reddy Arjula	360 Whiteville Rd NW	Shallotte	NC	28470-4506	(910) 754-3044
B/W Smithfield Inn	Anand M. Patel	145 S Equity Dr	Smithfield	NC	27577-6035	(919) 989-4047
B/W Statesville Inn	Bhupendra M. Shah	1121 Morland Dr	Statesville	NC	28677-6973	(704) 881-0111
B/W Plus Silver Creek Inn	Jignesh Patel	801 Cedar Point Blvd	Swansboro	NC	28584-8015	(252) 393-9015
B/W Smoky Mountain Inn	Pratik Shah	130 Shiloh Trl	Waynesville	NC	28786-9007	(828) 456-4402
B/W Plus Coastline Inn	DAVID Arthur McLamb	503 Nutt St	Wilmington	NC	28401-3339	(910) 763-2800
B/W Plus Wilmington/Carolina Beach	Nayan C. Patel	5600 Carolina Beach Rd	Wilmington	NC	28412-2608	(910) 796-0770
B/W Plus Wilmington/Wrightsville Beach	Walter L. Turner	5345 Market St	Wilmington	NC	28405-3505	(910) 799-4292
B/W Plus Hanes Mall Hotel	Husnain Bajwa	3330 Silas Creek Pkwy	Winston Salem	NC	27103-3014	(336) 893-7540
B/W Plus University Inn	Hemant H. Patel	3050 University Pkwy	Winston Salem	NC	27105-4230	(336) 723-2911
B/W Roosevelt Place Hotel	Kody Devlin	1405 Skyline Blvd	Bismarck	ND	58503-1286	(701) 751-2550
B/W Plus Kelly Inn & Suites	Brenda Schmidt	1767 44th St S	Fargo	ND	58103-7440	(701) 282-2143
B/W Harvest Inn & Suites	Ross McGregor	3350 32nd Avenue S	Grand Forks	ND	58201-6016	(701) 775-5000
B/W Plus Williston Hotel & Suites	Yadewinder S. Dhillon	4201 4th Ave West	Williston	ND	58801-2680	(701) 572-8800
B/W West Hills Inn	Kyle Andrew Schock	1100 W 10th St	Chadron	NE	69337-2931	(308) 432-3305
B/W Plus Grand Island Inn & Suites	Karla Gyenes	2707 S Locust St	Grand Island	NE	68801-8229	(308) 381-8855
B/W Plus Mid Nebraska Inn & Suites	Benjamin James Holl	224 2nd Ave S	Kearney	NE	68847-9380	(308) 234-2541
B/W Plus Lincoln Inn & Suites	Kristi Lynn Miller	2201 Wildcat Cir	Lincoln	NE	68521-5876	(402) 438-0088
B/W Nebraska City Inn	John M. Palmtag	2515 S 11th St	Nebraska City	NE	68410-3478	(402) 873-7000
B/W Plus Ogallala Inn	Nimesh Chaudhari	110 Pony Express Ln	Ogallala	NE	69153-3106	(308) 284-7011
B/W Plus Midwest Inn	Bhavik Shah	4706 S 108th St	Omaha	NE	68137-2301	(402) 339-7400
B/W Plus Sidney Lodge	Muljibhai Chaudhari	645 Cabela Dr	Sidney	NE	69162-3047	(308) 254-0100
B/W Plus York Hotel & Conference Center	Chirag R. Chaudhari	4619 S Lincoln Ave	York	NE	68467-9488	(402) 362-6661
B/W Plymouth Inn-White Mountains	Zinalkumar Patel	1513 US Route 3	Campton	NH	03223-4434	(603) 536-3520
B/W Concord Inn & Suites	Ashok Patel	97 Hall St	Concord	NH	03301-3421	(603) 228-4300
B/W White Mountain Inn	Vinkalbhai Patel	87 Wallace Hill Rd	Franconia	NH	03580-4900	(603) 823-7422
B/W Plus The Inn at Hampton	Ismail Pethania	815 Lafayette Rd	Hampton	NH	03842-1257	(603) 926-6771
B/W Plus Keene Hotel	Ashok Patel	401 Winchester St	Keene	NH	03431-3999	(603) 357-3038
B/W Plus Landmark Inn	Ron Reynolds	480 Main St	Laconia	NH	03246-3742	(603) 524-8000
B/W Plus Executive Court Inn & Conference Center	Ronald R. Doucet	13500 S Willow St	Manchester	NH	03103-2387	(603) 627-2525
EOD Fall 2022 Aiden by Best Western @ Fox Ridge	Ashok Patel	1979 White Mountain Hwy	North Conway	NH	03860-7104	(800) 752-2538
B/W Plus Portsmouth Hotel and Suites	Ashok Patel	highway 1 Bypass Interstate Traf	Portsmouth	NH	03801-4144	(603) 436-7600
B/W Hampshire Inn & Suites	Ismail Pethania	20 Spur Rd	Seabrook	NH	03874-4137	(603) 474-5700
B/W West Lebanon- Hanover Hotel	Ashok Patel	45 Airport Rd	West Lebanon	NH	03784-1682	(603) 298-8888
B/W Atlantic City Hotel	Dhruvesh Patel	1416 Pacific Ave	Atlantic City	NJ	08401-8011	(609) 344-7116
B/W Bordentown Inn	Punal Patel	1068 Route 206	Bordentown	NJ	08505-2124	(609) 298-8000
B/W Plus Fairfield Executive Inn	Anthony Calandra	216 Route 46 E #234	Fairfield	NJ	07004-2324	(973) 575-7700
B/W Fort Lee	Tansukh R. Suratwala	2300 Route 4	Fort Lee	NJ	07024-3212	(201) 461-7000
B/W Hazlet Inn	Reddy Valluru	3215 Highway 35	Hazlet	NJ	07730-1539	(732) 888-2800
B/W Plus Morristown Inn	Aviv Bernstein	270 South St	Morristown	NJ	07960-6019	(973) 540-1700
B/W Plus Newark Airport West	Ravi Patel	101 International Way	Newark	NJ	07114-2314	(973) 621-6200
B/W Premier NYC Gateway Hotel	Tansukh R. Suratwala	2650 Paterson Plank Rd	North Bergen	NJ	07047-2238	(201) 758-5770
B/W Paramus Hotel & Suites	Jeffrey S. Wilder	211 N Route 17	Paramus	NJ	07652-2903	(201) 261-8686
B/W Plus Philadelphia-Pennsauken Hotel	Chang Zhou	7050 Kaighns Ave	Pennsauken	NJ	08109-4417	(856) 333-0900
B/W Riverview Inn & Suites	Bharat Patel	1747 Paterson St	Rahway	NJ	07065-5617	(732) 381-7650
B/W The Inn at Ramsey	Chetankumar Gandhi	1315 Route 17 S	Ramsey	NJ	07446-2814	(201) 327-6700

Open Hotels as of 11/30/22

B/W Philadelphia South - West Deptford Inn	Daniel S. Chycota	98 Friars Blvd	West Deptford	NJ	08086-2263	(856) 848-4111
B/W Burlington Inn	Amit Patel	2020 Route 541	Westampton	NJ	08060-4411	(609) 261-3800
B/W Plus St. John's Airport Hotel and Suites	Madeleine Levesque-Toner	34 Jetstream Avenue	St. John's	NL	A1A 0R7	(709) 758-5004
B/W Airport Albuquerque Inn Suites Hotel & Suites	Jeffrey Egelhoff	2400 Yale Blvd SE	Albuquerque	NM	87106-4214	(505) 242-7022
B/W Plus Executive Suites	Parimal Patel	4630 Pan American Fwy NE	Albuquerque	NM	87109-2201	(505) 830-0900
B/W Plus Rio Grande Inn	Marci Lynn Wait	1015 Rio Grande Blvd NW	Albuquerque	NM	87104-2031	(505) 843-9500
B/W Pecos Inn	Sandra K. Johnson	2209 W Main St	Artesia	NM	88210-3721	(575) 748-3324
B/W Territorial Inn & Suites	Carroll Vaughn	415 S Bloomfield Blvd	Bloomfield	NM	87413-3057	(505) 632-9100
B/W Kokopelli Lodge	Unmesh Mehta	702 S 1st St	Clayton	NM	88415-2314	(575) 374-2589
B/W Cannon A.F.B.	Dhawal N. Jariwala	201 Schepps Blvd	Clovis	NM	88101-8330	(575) 762-4536
B/W Deming Southwest Inn	Tejash Patel	1500 W Pine St	Deming	NM	88030-3369	(575) 546-4544
B/W Plus The Four Corners Inn	Jiten Jadav	4751 Cortez Way	Farmington	NM	87402-1105	(505) 564-8100
B/W Gallup West	Murad Mohsin	111 Twin Butte	Gallup	NM	87301-5631	(505) 722-7224
B/W Plus Gallup Inn & Suites	Sam Soo Hoo	910 E Aztec Ave	Gallup	NM	87301-5507	(505) 726-5380
B/W Grants Inn	Ravneet Sandhu	1551 E Santa Fe Ave	Grants	NM	87020-4005	(505) 287-7777
B/W Executive Inn	Ghanshyam Parmar	309 N Marland Blvd	Hobbs	NM	88240-6341	(575) 397-7171
B/W Mission Inn	Surya K. Das	1765 S Main St	Las Cruces	NM	88005-3116	(575) 524-8591
B/W Plus Montezuma Inn & Suites	Sanjay I. Bhakta	2020 N Grand Ave	Las Vegas	NM	87701-4748	(505) 426-8000
B/W Moriarty Heritage Inn	Hiteshkumar Patel	111 Anaya Blvd	Moriarty	NM	87035	(505) 832-5000
B/W Plus Portales Inn	Parin Dinesh Kumar	223 W 2nd St	Portales	NM	88130	(575) 226-3996
B/W Plus Raton Hotel	Arthur J. Mulligan	473 Clayton Rd	Raton	NM	87740-2344	(575) 445-8501
B/W Rivers Edge	Courtney D. Henderson	301 W River St	Red River	NM	87558	(575) 754-1766
B/W El Rancho Palacio	Suraj Bhakta	2205 N Main St	Roswell	NM	88201-6458	(575) 622-2721
B/W Plus Ruidoso Inn	Bankim Patel	97 Camelot Dr	Ruidoso	NM	88345	(575) 257-3600
B/W Pine Springs Inn	Bankim Patel	111 Pine Springs Dr	Ruidoso Downs	NM	88346	(575) 378-8100
B/W Plus Inn of Santa Fe	Dawn Koble	3650 Cerrillos Rd	Santa Fe	NM	87507-2909	(505) 438-3822
B/W Santa Rosa Inn	Hardik Bhakta	2491 Historic Rte 66	Santa Rosa	NM	88435-2725	(575) 472-5877
B/W Socorro Hotel & Suites	Addy Bhasker	1100 N California St	Socorro	NM	87801-4266	(575) 838-0556
B/W Discovery Inn	Dan Kurt Campbell	200 E Estrella Ave	Tucumcari	NM	88401-4227	(575) 461-4884
B/W Plus Bridgewater Hotel & Convention Centre	Rodney Grace	527 Highway 10 Exit 12	Bridgewater	NS	B4V 7P4	(902) 530-0101
B/W Plus Dartmouth Hotel & Suites	Joey Saulnier	15 Spectacle Lake Dr	Dartmouth	NS	B3B 1X7	(902) 463-2000
B/W Plus Chocolate Lake Hotel	Walther Lauffer	250 Saint Margaret's Bay Road	Halifax	NS	B3N 1J4	(902) 477-5611
B/W Plus Liverpool Hotel & Conference Centre	Parvinder Singh Billing	63 Queens Place Dr	Liverpool	NS	B0T 1K0	(902) 354-2377
B/W Truro - Glengarry	Parvinder Singh Billing	150 Willow St	Truro	NS	B2N 4Z6	(902) 893-4311
B/W Mermaid Yarmouth	Brian Victor Rodney	545 Main St	Yarmouth	NS	B5A 1J6	(902) 742-7821
B/W Hoover Dam Hotel	Ranjit Singh Johal	704 Nevada Hwy	Boulder City	NV	89005-2332	(702) 826-4300
B/W Elko Inn	Varun Dharni	1930 Idaho St	Elko	NV	89801-2629	(775) 738-8787
B/W Fallon Inn & Suites	Atul R. Gandhi	1035 W Williams Ave	Fallon	NV	89406-2633	(775) 423-6005
B/W Topaz Lake Inn	Shyam Patel	3410 Sandy Bowers Ave	Gardnerville	NV	89410-7081	(775) 266-4661
B/W Plus Henderson Hotel	Khem Chand Babbar	1553 N Boulder Hwy	Henderson	NV	89011-4131	(702) 564-9200
B/W Plus Las Vegas South Henderson	Jackie Lee Neves	3041 Saint Rose Pkwy	Henderson	NV	89052-3839	(702) 568-0027
B/W McCarran Inn	Sanjay Govind	4970 Paradise Rd	Las Vegas	NV	89119-1206	(702) 798-5530
B/W Plus Casino Royale?Center Strip	Thomas Elardi	3411 Las Vegas Blvd S	Las Vegas	NV	89109-8955	(702) 737-3500
B/W Plus Las Vegas West	Jackie Lee Neves	8669 W Sahara Ave	Las Vegas	NV	89117-5860	(702) 256-3766
B/W Mesquite Inn	John Kevin Ence	390 N Sandhill Blvd	Mesquite	NV	89027-4728	(702) 346-7444
B/W Plus North Las Vegas Inn & Suites	Hung Minh Do	4540 Donovan Way	North Las Vegas	NV	89081-2726	(702) 649-3000
B/W Pahrump Oasis	Sukhbir S. Dhillon	1101 S Highway 160	Pahrump	NV	89048-4700	(775) 727-5100

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Aiden by Best Western @ South Reno	Ranjit Singh Johal	5851 S Virginia St	Reno	NV	89502-6022	(775) 829-4600
B/W Plus Sparks-Reno Hotel	Nick Economos	55 E Nugget Ave	Sparks	NV	89431-5819	(775) 358-6900
B/W Hi-Desert Inn	Marthe Moore Elliott	320 Main St, Highways 6 & 95	Tonopah	NV	89049	(775) 482-3511
B/W Plus Boomtown Casino Hotel	Robert Joseph Medeiros	2100 Boomtown Garson Rd	Verdi	NV	89439-8007	(775) 345-6000
B/W Plus Gold Country Inn	Terry Boyle	921 W Winnemucca Blvd	Winnemucca	NV	89445-3638	(775) 623-6999
B/W Crown Inn & Suites	Atish Patel	8210 Park Rd	Batavia	NY	14020-1270	(585) 344-8882
B/W Queens Gold Coast	Alan Mindel	22033 Northern Blvd	Bayside	NY	11361-3642	(718) 631-4900
B/W Brockport Inn & Suites	Goonjit Mehta	4908 Lake Rd S	Brockport	NY	14420-2461	(585) 395-1000
B/W Plus City Line Hotel	Harish Surati	156 Bruckner Blvd	Bronx	NY	10454	(347) 462-8282
B/W Plus Executive Residency Bronx	Harish Surati	500 E 185th St	Bronx	NY	10458	(929) 604-4800
B/W Plus Stadium Inn	Anil Panwala	926 Sedgwick Ave	Bronx	NY	10452-4211	(929) 306-7800
B/W Brooklyn-Coney Island Inn	Ankit Mehta	2632 W 13th St	Brooklyn	NY	11223-5815	(718) 975-8299
B/W Gregory Hotel	Edward K. Heiss	8315 4th Ave	Brooklyn	NY	11209-4412	(718) 238-3737
B/W Plus Arena Hotel	Mukeshkumar Patel	1324 Atlantic Ave	Brooklyn	NY	11216-2811	(718) 604-7300
B/W Plus Brooklyn Bay Hotel	Shashin Gandhi	3003 Emmons Ave	Brooklyn	NY	11235-2212	(718) 769-5000
B/W Plus Brooklyn-Prospect Park	Chetankumar Gandhi	928 Coney Island Ave	Brooklyn	NY	11230	(929) 488-1244
GLO Best Western Brooklyn NYC	Chetankumar Gandhi	850 4th Ave	Brooklyn	NY	11232-1812	(929) 480-8400
B/W - On The Avenue	Dennis M. Tripi	510 Delaware Ave	Buffalo	NY	14202-1304	(716) 886-8333
B/W University Inn	Chhotabhai S. Patel	90 E Main St	Canton	NY	13617-1452	(315) 386-8522
B/W Plus Galleria Inn & Suites	Dharmesh Patel	601 Dingsens St	Cheektowaga	NY	14206-2405	(716) 896-2900
B/W The Inn at Buffalo Airport	Jayesh R. Patel	4630 Genesee St	Cheektowaga	NY	14225-2408	(716) 631-8966
B/W Clifton Park	Muhammad Afzaal	617 Plank Rd	Clifton Park	NY	12065-2020	(518) 371-1811
B/W Cooperstown Inn & Suites	Pravin V. Patel	50 Commons Dr	Cooperstown	NY	13326-9516	(607) 547-7100
B/W Plus Finger Lakes Inn & Suites	Ravi Desai	Fingerlake East Dr (Off Route 13	Cortland	NY	13045-6621	(607) 756-2233
B/W Dunkirk & Fredonia Inn	Jaikishan Patel	3912 Vineyard Dr	Dunkirk	NY	14048-3522	(716) 366-7100
B/W Plus East Syracuse Inn	Apurv Vajifdar	6605 Old Collamer Rd	East Syracuse	NY	13057-1271	(315) 463-6443
B/W Fishkill Inn & Suites	Hemant H. Patel	14 Schuyler Blvd	Fishkill	NY	12524-2238	(845) 896-5210
B/W Queens Court Hotel	Frank T.B. Chen	13351 39th Ave	Flushing	NY	11354-4432	(718) 888-1900
EOD Spring 2023 B/W Hamburg/Orchard Park Inn	Anil Dholakiya	5442 Camp Rd	Hamburg	NY	14075-2749	(716) 649-0500
B/W Plus The Hammondsport Hotel	C. Cameron Dunlap	8440 State Route 54	Hammondsport	NY	14840-9795	(607) 224-4120
B/W Maple City Inn	Hemant H. Patel	1 Canisteo Sq	Hornell	NY	14843-1954	(607) 324-4300
B/W University Inn	Chhotabhai S. Patel	1020 Ellis Hollow Rd	Ithaca	NY	14850-2808	(607) 272-6100
B/W Jamaica Inn	Tansukh R. Surawala	8707 Van Wyck Expy	Jamaica	NY	11435-2928	(718) 291-7500
B/W JFK Airport Hotel	Jigs Gandhi	14425 153rd Ln	Jamaica	NY	11434-4203	(718) 977-2100
B/W Plus Kingston Hotel and Conference Center	David A. Cooper	503 Washington Ave	Kingston	NY	12401-2906	(845) 338-0400
B/W of Lake George	Sam (Sebastian) J. Luciano	2452 State Route 9N	Lake George	NY	12845-6007	(518) 668-5701
B/W Adirondack Inn	Thomas Terry	2625 Main St	Lake Placid	NY	12946-3308	(518) 523-2424
B/W Plus Liverpool-Syracuse Inn & Suites	Kayur Patel	136 Transistor Pkwy	Liverpool	NY	13088-6015	(315) 701-4400
B/W Plus Lockport Hotel	Rajesh Parekh	515 S Transit St	Lockport	NY	14094-5911	(716) 434-6151
B/W Plus Plaza Hotel	Jasmin Patel	3934 21st St	Long Island City	NY	11101-6122	(718) 880-3853
B/W Bar Harbour Inn	Danny B. Mehta	5080 Sunrise Hwy	Massapequa Park	NY	11762-2906	(516) 541-2000
B/W Monticello	Brijesh K. Patel	16 Raceway Rd	Monticello	NY	12701-1109	(845) 796-4000
B/W Plus Hospitality House	Joseph Louis Goldstein	145 E 49th St	New York	NY	10017-1210	(212) 753-8781
B/W Premier Empire State Hotel	Jasmin Patel	16 E 30th St	New York	NY	10016	(212) 576-9000
B/W Premier Herald Square	Jasmin Patel	50 W 36th St	New York	NY	10018-8029	(212) 776-1024
B/W Summit Inn	Jayesh R. Patel	9500 Niagara Falls Blvd	Niagara Falls	NY	14304-4909	(716) 297-5050
B/W Plus University Inn	Hemant H. Patel	3051 W State St	Olean	NY	14760-1832	(716) 372-1300

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B/W Plus Oswego Hotel and Conference Center	George A. Broadwell	26 East 1st St	Oswego	NY	13126-1113	(315) 342-4040
B/W Owego Inn	Jayesh R. Patel	20 Hickories Park Rd	Owego	NY	13827-4841	(607) 687-9000
B/W Palmyra Inn & Suites	Hitesh T. Patel	955 Canandaigua Rd	Palmyra	NY	14522-9701	(315) 597-8888
B/W Plus Vineyard Inn & Suites	Brian Rolf Zerges	142 Lake St	Penn Yan	NY	14527-1565	(315) 536-8473
B/W Plus Plattsburgh	Robert C. Smith	446 Route 3	Plattsburgh	NY	12901-6519	(518) 561-7750
B/W Plus The Inn & Suites at the Falls	Vipul Patel	50 Red Oaks Mill Rd	Poughkeepsie	NY	12603-3260	(845) 462-5770
B/W Rochester Marketplace Inn	Hemant H. Patel	940 Jefferson Rd	Rochester	NY	14623-3214	(585) 427-2700
B/W The Inn at Rochester Airport	Yatin Patel	395 Buell Rd	Rochester	NY	14624-3123	(585) 436-4400
B/W Mill River Manor	Bharat Shah	173 Sunrise Hwy	Rockville Centre	NY	11570-4705	(516) 678-1300
B/W Saranac Lake	Jay Patel	487 Lake Flower Ave	Saranac Lake	NY	12983-2463	(518) 891-1970
B/W Syracuse Downtown Hotel and Suites	Hemant H. Patel	416 S Clinton St	Syracuse	NY	13202-1221	
B/W The Inn at the Fairgrounds	Jayesh R. Patel	670 State Fair Blvd	Syracuse	NY	13209-1308	(315) 484-0044
B/W Plus Ticonderoga Inn & Suites	Allison F. Kaupelis	260 Burgoyne Rd	Ticonderoga	NY	12883-3112	(518) 585-2378
B/W Plus Franklin Square Inn Troy/Albany	Amy Bridges	1 4th St	Troy	NY	12180-3225	(518) 274-8800
B/W Gateway Adirondack Inn	Chaitanyakumar Patel	175 N Genesee St	Utica	NY	13502-2511	(315) 732-4121
B/W Plus Victor Inn & Suites	Prakash Patel	7449 State Route 96	Victor	NY	14564-9725	(585) 924-3933
B/W Watertown Fort Drum	Hemant H. Patel	300 Washington St	Watertown	NY	13601-3734	(315) 782-8000
B/W New Baltimore Inn	Rajesh Bhagia	12600 State Route 9W	West Coxsackie	NY	12192-1711	(518) 731-8100
B/W Woodbury Inn	Jonathan Reiss	7940 Jericho Tpke	Woodbury	NY	11797-1204	(516) 921-6900
B/W Falcon Plaza	David L. Bishop	1450 E Wooster St	Bowling Green	OH	43402-3260	(419) 352-4671
B/W Caldwell Inn	Roman Beda Lori	44128 Fairground Rd	Caldwell	OH	43724-9680	(740) 732-7599
B/W Cambridge	Ankit Bhardwaj	2307 Southgate Pkwy	Cambridge	OH	43725-3035	(800) 528-1234
B/W Canal Winchester Inn - Columbus South East	Atul Patel	6323 Prentiss School Pl	Canal Winchester	OH	43110-2037	(614) 834-4790
B/W Celina	Muhammad Khokhar	2020 Holiday Dr	Celina	OH	45822-8344	(419) 586-4919
B/W Adena Inn	Abhishekkumar Patel	1250 N Bridge St	Chillicothe	OH	45601-1852	(740) 775-7000
B/W Clermont	Natu Bhakta	4004 Williams Dr	Cincinnati	OH	45255-4909	(513) 528-7702
B/W Plus Hannafor Inn & Suites	Baljit Johl	5900 E Galbraith Rd	Cincinnati	OH	45236-2252	(513) 936-0525
B/W Premier Mariemont Inn	William Spinnenweber	6880 Wooster Pike	Cincinnati	OH	45227-4392	(513) 271-2100
B/W Airport Inn & Suites Cleveland	Ashish Patel	16501 Snow Rd	Cleveland	OH	44142-2778	(216) 267-9364
B/W Plus Dutch Haus Inn and Suites	Grace Witmer Styer	150 E State Route 14	Columbiana	OH	44408-8425	(330) 482-5050
B/W Port Columbus	Pratish Shah	1450 Airpointe Dr	Columbus	OH	43219-1501	(614) 337-8400
B/W Suites	Michael Shows	1133 Evans Way Ct	Columbus	OH	43228-9178	(614) 870-2378
B/W Plus Dayton South	Abhijit S. Vasani	8099 Old Yankee St	Dayton	OH	45458-1861	(937) 291-0284
B/W Inn	Rajendra B. Bhakta	636 Griswold Rd	Elyria	OH	44035-2392	(440) 324-5050
B/W Plus Dayton Northwest	Abhijit S. Vasani	20 Rockridge Rd	Englewood	OH	45322-2710	(937) 832-2222
B/W Fostoria Inn & Suites	Aashish B. Patel	1690 N Countyline St	Fostoria	OH	44830-1938	(419) 436-3600
B/W Executive Inn	Ghanshyam Parmar	4026 Jackpot Rd	Grove City	OH	43123-9700	(614) 875-7770
B/W Plus Whitewater Inn	Meena Patel	391 Comfort Dr	Harrison	OH	45030-2768	(513) 845-4970
B/W Lakewood Inn	Khaliq Farooqui	122 Arrowhead Blvd	Hebron	OH	43025-9463	(740) 928-1800
B/W Hilliard Inn & Suites	Rajan J. Patel	3831 Park Mill Run Dr	Hilliard	OH	43026-8110	(614) 529-8118
B/W Penn-Ohio Inn & Suites	Ashok Kochhar	6828 Commerce Dr	Hubbard	OH	44425-2944	(330) 534-5100
B/W Richland Inn-Mansfield	Samir Patel	180 E Hanley Rd	Mansfield	OH	44903-9039	(419) 756-6670
B/W Plus University Inn	Hemant H. Patel	2117 Marion Mount Gilead Rd	Marion	OH	43302-8990	(740) 389-1998
B/W Mason Inn	Maftuna Zohidova	9665 S Mason Montgomery Rd	Mason	OH	45040-9397	(513) 336-7911
B/W Toledo South Maumee	Hemant Panchal	6425 Kit Ln	Maumee	OH	43537-8655	(419) 865-9400
B/W Plus Mentor-Cleveland Northeast	Dhirenkumar B. Patel	8434 Mentor Ave	Mentor	OH	44060-5817	(440) 205-7378
B/W Monroe Inn	Chiragkumar Patel	40 New Garver Rd	Monroe	OH	45050-1719	(513) 539-4400

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B/W Executive Inn	Ghanshyam Parmar	3991 County Rd 172	Mount Gilead	OH	43338-9529	(419) 768-2378
B/W Dutch Valley Inn	Hari Ohm N. Patel	161 Bluebell Dr SW	New Philadelphia	OH	44663-9660	(330) 339-6500
B/W Plus North Canton Inn & Suites	Davang V. Patel	6889 Sunset Strip Ave NW	North Canton	OH	44720-7089	(330) 497-8799
B/W Norwalk	George Ruta	351 Milan Ave	Norwalk	OH	44857-1159	(419) 663-3501
B/W Sycamore Inn	Darshan Shah	6 E Sycamore St	Oxford	OH	45056-1212	(513) 523-0000
B/W Plus Boardman Inn & Suites	Ashok Kochhar	7400 Tiffany S	Poland	OH	44514-3907	(330) 629-6900
B/W Port Clinton	Margaret P. Kelsey	1734 E Perry St	Port Clinton	OH	43452-1426	(419) 734-2274
B/W St. Clairsville Inn & Suites	Rajan J. Patel	51654 National Rd	Saint Clairsville	OH	43950-9304	(740) 699-0010
B/W Plus Sandusky Hotel & Suites	George Ruta	6011 Milan Rd	Sandusky	OH	44870-5869	(419) 627-9595
B/W Plus Franciscan Square Inn and Suites Steubenville	Timothy A. Breed	200 Franciscan Square	Steubenville	OH	43952-1792	(740) 792-8050
B/W Plus Strongsville Cleveland	Saket Duggal	15471 Royalton Rd	Strongsville	OH	44136-5441	(440) 238-8800
B/W Wapakoneta Inn	Ali Khokhar	1008 Lunar Dr	Wapakoneta	OH	45895-9797	(419) 738-2050
B/W Park Hotel	Gurjeet Singh Sidhu	136 N Park Ave	Warren	OH	44481-1104	(330) 393-1200
B/W Plus Wooster Hotel & Conference Center	Stephen Sun	243 E Liberty	Wooster	OH	44691-4366	(330) 264-7750
B/W B. R. Guest	Sujay Mehta	4929 East Pike	Zanesville	OH	43701-8429	(740) 453-6300
B/W Plus Ardmore Inn & Suites	Sanjaykumar T. Patel	2600 W Broadway	Ardmore	OK	73401-2531	(580) 223-3200
B/W Atoka Inn & Suites	Ashish Gandhi	1010 S Mississippi Ave	Atoka	OK	74525-2866	(580) 889-5500
B/W Kenosha Inn	Tejas D. Gandhi	1200 E Lansing St	Broken Arrow	OK	74012-2099	(918) 251-2795
GLo Best Western Tulsa-Catoosa East Route 66	Neel Jain	18705 E Admiral Pl	Catoosa	OK	74015	(918) 739-4100
B/W Plus Chickasha Inn	Pinakin J. Patel	430 S. Grand Ave	Chickasha	OK	73018	(405) 825-6696
B/W Plus Choctaw Inn & Suites	Vasant Patel	2651 Market Blvd	Choctaw	OK	73020	(405) 281-6111
B/W Plus Coweta's 1st Hotel	Reena Patel	13593 State Highway 51 S	Coweta	OK	74429-7106	(918) 279-6644
B/W Plus Cushing Inn & Suites	Harish R. Patel	508 E Main St	Cushing	OK	74023-2737	(918) 306-4299
B/W Markita Inn	Jim Thorpe	2401 W Main St	Durant	OK	74701-4818	(580) 924-7676
B/W El Reno	Sheena Collins	2701 S Country Club Rd	El Reno	OK	73036-6116	(405) 262-6490
B/W Plus Executive Residency Elk City	Joshua Joseph	105 Meadow Ridge Dr	Elk City	OK	73644-9733	(580) 303-4851
o Best Western Enid OK Downtown/Convention Center Ho	Purvish C Kothari	123 W Maine Avenue	Enid	OK	73701	(580) 540-4172
B/W Eufaula Inn	Vijay Patel	1300 Birkes Rd	Eufaula	OK	74432-4028	(918) 689-5588
B/W Plus Fairview Inn & Suites	Harish R. Patel	802 N Main St	Fairview	OK	73737-1004	(580) 227-2880
B/W TimberRidge Inn	Rick E. Harmon	120 W 18th St	Grove	OK	74344-5358	(918) 786-6900
B/W Plus Guymon Hotel & Suites	Rita Patel	1102 NE 6th St	Guymon	OK	73942-4561	(580) 338-0800
B/W Lindsay Inn & Suites	Roger Daniel Carlson	14114 Highway 19	Lindsay	OK	73052-9111	(405) 756-3988
B/W Locust Grove Inn & Suites	Priyam Desai	106 Holiday Ln	Locust Grove	OK	74352-9016	(918) 479-8082
B/W Plus Sand Bass Inn & Suites	Bhavesh Desai	827 South First Street	Madill	OK	73446-3841	(580) 677-9890
B/W Inn of McAlester	Dale L. Friestad	1215 S George Nigh Expy	McAlester	OK	74501-7303	(918) 426-0115
B/W Plus Midwest City Inn & Suites	Khandu C. Patel	6701 Tinker Diagonal	Midwest City	OK	73110-2960	(405) 737-6060
B/W Greentree Inn & Suites	Pramod Patel	1811 N Moore Ave	Moore	OK	73160-3668	(405) 912-8882
B/W Plus The Inn & Suites at Muskogee	Swapanil Patel	2701 Military Blvd	Muskogee	OK	74401-2363	(918) 910-5060
B/W Plus Barsana Hotel & Suites	Bakul Patel	7701 C A Henderson Blvd	Oklahoma City	OK	73139-2422	(405) 601-1200
B/W Plus Executive Residency Oklahoma City I-35	Harold Smart	4750 S I-35 Service Rd	Oklahoma City	OK	73129-7016	(405) 763-5002
B/W Plus Memorial Inn & Suites	Dharmesh Patel	1301 W Memorial Rd	Oklahoma City	OK	73114-1406	(405) 286-5199
B/W Plus Oklahoma City Northwest	Champak Patel	2811 NW Expressway	Oklahoma City	OK	73112-7049	
B/W Plus Saddleback Inn & Conference Center	Dennis A. Dascanio	4300 SW 3rd St	Oklahoma City	OK	73108-1024	(405) 947-7000
B/W Okmulgee	Ashokkumar Ranchhod	3499 N Wood Dr	Okmulgee	OK	74447-7915	(918) 756-9200
B/W Plus Pauls Valley	Mohammad Hussain	2509 W Grant Ave	Pauls Valley	OK	73075-9218	(405) 444-6035
B/W Prime Inn & Suites	Jayesh Patel	1702 N Broadway St	Poteau	OK	74953-2631	
B/W Seminole Inn & Suites	Ankit Patel	1525 N Milt Phillips Ave	Seminole	OK	74868-2329	(405) 382-3139

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B/W Plus Cimarron Hotel & Suites	Dylan Jaret West	315 N Husband St	Stillwater	OK	74075-5235	(405) 372-2878
B/W NSU Inn	Jignesh Patel	101 Reasor Street	Tahlequah	OK	74464-5728	(918) 431-0600
B/W Red River Inn & Suites	Uresh D. Patel	22106 Black Jack Rd	Thackerville	OK	73459-9016	(580) 276-5001
B/W - Airport	Dharmesh Gandhi	222 N Garnett Rd	Tulsa	OK	74116-6034	(918) 438-0780
B/W Plus Tulsa Inn & Suites	Dhirendra L. Bhakta	3212 S 79th East Ave	Tulsa	OK	74145-1317	(918) 858-2100
B/W Plus Woodland Hills Hotel & Suites	Dharmesh Gandhi	10143 E 62nd St S	Tulsa	OK	74133-1528	(918) 249-8100
B/W Plus Weatherford	Joe Martin	525 E Main St	Weatherford	OK	73096-5347	(580) 772-3325
B/W Stateline Lodge	Terry B. Dill	273 S Highway 59	West Siloam Springs	OK	74964-5004	(918) 422-4444
B/W Plus Wewoka Inn & Suites	Harish R. Patel	201 Commerce Dr	Wewoka	OK	74884-4884	(405) 257-6777
B/W Plus Oklahoma City Yukon	John L. Kelly	11440 W I-40 Service Rd	Yukon	OK	73099-5146	(405) 265-2995
B/W Plus Prairie Inn	Surinder Sunny Singh	1100 Price Rd SE	Albany	OR	97322-7068	(541) 928-5050
B/W Windsor Inn	Andrew Warren	2520 Ashland St	Ashland	OR	97520-1412	(541) 488-2330
B/W Sunridge Inn & Conference Center	Nishant Kharod	1 Sunridge Ln	Baker City	OR	97814-2254	(541) 523-6444
B/W Inn at Face Rock	David C. Nordahl	3225 Beach Loop Dr SW	Bandon	OR	97411-8808	(541) 347-9441
B/W Plus Bend North	Bakulesh G. Patel	20615 Grandview Dr	Bend	OR	97701-8145	(541) 317-8500
B/W Premier Peppertree Inn at Bend	Rita Jean Santillanes	1082 SW Yates Dr	Bend	OR	97702-3749	(541) 283-3360
B/W Plus Columbia River Inn	Charles V. Hinman	735 WaNaPa St	Cascade Locks	OR	97014	(541) 374-8777
B/W Holiday Hotel	Thomas L. Cottrell	411 N Bayshore Dr	Coos Bay	OR	97420-2311	(541) 269-5111
B/W Corvallis	Young S. Kim	925 NW Garfield Ave	Corvallis	OR	97330-2115	(541) 758-8571
B/W Cottage Grove Inn	David R. Snazuk	1601 Gateway Blvd	Cottage Grove	OR	97424-1294	(541) 942-1000
B/W Dallas Inn & Suites	Parminder Singh Bassi	250 Orchard Dr	Dallas	OR	97338-1148	(503) 623-6000
B/W New Oregon	David D. Connor	1655 Franklin Blvd	Eugene	OR	97403-1982	(541) 683-3669
B/W Pier Point Inn	Daniel J. Corr	85625 Highway 101	Florence	OR	97439-8501	(541) 997-7191
B/W University Inn & Suites	Scott A. Mary	3933 Pacific Ave	Forest Grove	OR	97116-2225	(503) 992-8888
B/W Mt. Hood Inn	Nikhil Patel	87450 E Government Camp Loop	Government Camp	OR	97028-0108	(503) 272-3205
B/W Grants Pass Inn	Robert Jensen	111 NE Agness Ave	Grants Pass	OR	97526-3901	(541) 476-1117
B/W Inn at the Rogue	Tamara Bushnell	8959 Rogue River Hwy	Grants Pass	OR	97527-4377	(541) 582-2200
B/W Hermiston Inn	Vijay Narain	2255 S Highway 395	Hermiston	OR	97838-9466	(541) 564-0202
B/W Rory & Ryan Inns	Courtney Ryan Priday	534 Highway 20 N	Hines	OR	97738-9403	(541) 573-5050
B/W Plus Hood River Inn	Charles V. Hinman	1108 E Marina Way	Hood River	OR	97031-2378	(541) 386-2200
B/W John Day Inn	Pravin J. Patel	315 W Main St	John Day	OR	97845-1028	(541) 575-1700
B/W Premier Keizer/Salem Hotel	Harpreet S Chaudhary	5188 Wittenberg Ln NE	Keizer	OR	97303-4442	(503) 390-4733
B/W Plus Olympic Inn	Bakulesh G. Patel	2627 S 6th St	Klamath Falls	OR	97603-4600	(541) 882-9665
B/W Plus Rama Inn & Suites	Bakulesh G. Patel	1711 21st St	La Grande	OR	97850-3919	(541) 963-3100
B/W Newberry Station	Courtney Ryan Priday	16515 Reed Rd	La Pine	OR	97739-9704	(541) 536-5130
B/W Lake Oswego Hotel & Suites	Heetan B. Patel	14905 Bangy Rd.	Lake Oswego	OR	97035-3201	
B/W Skyline Motor Lodge	Subhash C. Patel	414 N G St	Lakeview	OR	97630-1422	(541) 947-2194
B/W Premier Boulder Falls Inn	Joseph (Marty) Cahill III	505 Mullins Dr	Lebanon	OR	97355-3997	(541) 451-1000
B/W Plus Landmark Inn	Ron Reynolds	4430 SE Highway 101	Lincoln City	OR	97367-1541	(541) 994-6060
B/W McMinnville Inn	Katen Patel	2035 SW Highway 99 W	McMinnville	OR	97128-8640	(503) 472-4900
B/W Horizon Inn	Robert Jensen	1154 E Barnett Rd	Medford	OR	97504-8221	(541) 779-5085
B/W Newberg Inn	Champak C. Patel	2211 Portland Rd	Newberg	OR	97132-1364	(503) 537-3000
B/W Plus Agate Beach Inn	Mark Hemmer	3019 N Coast Hwy	Newport	OR	97365-1707	(541) 265-9411
B/W Inn & Suites	Simranjit Singh Dosanjh	251 NE Goodfellow St	Ontario	OR	97914-3038	(541) 889-2600
B/W Plus Rivershore Hotel	Greg Hemstreet	1900 Clackamette Dr	Oregon City	OR	97045-1052	(503) 655-7141
B/W Pendleton Inn	Kamaljit Singh	400 SE Nye Ave	Pendleton	OR	97801-4150	(541) 276-2135
B/W Inn at the Meadows	Martha Fitzgerald	1215 N Hayden Meadows Dr	Portland	OR	97217-7559	(503) 286-9600

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B/W Plus Portland Airport Hotel & Suites	Mahendra Patel	11938 NE Airport Way	Portland	OR	97220-1078	(503) 251-9991
B/W Pony Soldier Inn - Airport	Kiranrai M. Amin	9901 NE Sandy Blvd	Portland	OR	97220-3323	(503) 256-1504
B/W Portland West Beaverton	Ganesh Sonpatke	9900 SW Canyon Rd	Portland	OR	97225-2912	(503) 297-2551
B/W Prineville Inn	Courtney Ryan Priday	1475 NE 3rd St	Prineville	OR	97754-2905	(541) 447-8080
B/W Plus Rama Inn	Bakulesh G. Patel	2630 SW 17th Pl	Redmond	OR	97756-9625	(541) 548-8080
B/W Salbasgeon Inn & Suites of Reedsport	Bhawna Churi	1400 Highway 101	Reedsport	OR	97467-1605	(541) 271-4831
B/W Garden Villa Inn	Amarpreet Sandhu	760 NW Garden Valley Blvd	Roseburg	OR	97470-1919	(541) 672-1601
B/W Oak Meadows Inn	Amandeep S. Virk	585 S Columbia River Hwy	Saint Helens	OR	97051-2835	(503) 397-3000
B/W Plus Mill Creek Inn	Steven P. Freeburg	3125 Ryan Dr SE	Salem	OR	97301-5069	(503) 585-3332
B/W Sandy Inn	Heetan B. Patel	37465 Highway 26	Sandy	OR	97055-7207	(503) 668-7100
B/W Plus Ocean View Resort	Kyle Rolfe	414 N Prom	Seaside	OR	97138-6042	(503) 738-3334
B/W Ponderosa Lodge	Ashley Brooke Reed Okura	500 Highway 20 W	Sisters	OR	97759-2621	(541) 549-1234
B/W Grand Manor Inn	Jasvir Singh Dhaliwal	971 Kruse Way	Springfield	OR	97477-1074	(541) 726-4769
B/W Plus Hartford Lodge	Sung Chil Oh	150 Myrtle St	Sutherlin	OR	97479-9493	(541) 459-1424
B/W Plus Northwind Inn & Suites	Ishwar M. Bhavan	16105 SW Pacific Hwy	Tigard	OR	97224-3440	(503) 431-2100
B/W Plus Cascade Inn & Suites	Jatin Patel	23525 NE Halsey St	Troutdale	OR	97060-2814	(503) 491-9700
B/W Crater Lake Highway White City/Medford	Jackie Lee Neves	2020 Leigh Way	White City	OR	97503-1099	(541) 826-0800
B/W Plus Parkway Inn	Amandeep S. Virk	8815 SW Sun Pl	Wilsonville	OR	97070-9611	(503) 682-3184
B/W Wilsonville Inn & Suites	Diptesh Patel	29769 SW Boones Ferry Rd	Wilsonville	OR	97070-7202	(503) 570-9700
B/W Woodburn	Kiranrai M. Amin	2980 Tom Tennant Dr	Woodburn	OR	97071-2828	(503) 982-6515
B/W Plus Philadelphia Bensalem Hotel	Pinank Patel	3499 Street Rd	Bensalem	PA	19020-1547	(215) 638-1500
B/W Garden Inn	Kamlesh B. Gosai	101 Gosai Dr	Bentleyville	PA	15314-1049	(724) 239-4321
B/W Inn at Blakeslee-Pocono	Soham Patel	107 Parkside Ave	Blakeslee	PA	18610-2444	(570) 646-6000
B/W Plus Bradford Inn	Jeffrey S. Wilder	100 S Davis St	Bradford	PA	16701-2162	(814) 362-4501
B/W Carlisle	Milan Rathod	1155 Harrisburg Pike	Carlisle	PA	17013-1669	(717) 243-6200
B/W Carlisle South	Kamal Patel	101 Alexander Springs Rd	Carlisle	PA	17015-6953	(717) 386-5156
B/W Chambersburg	Virendra J. Mehta	211 Walker Rd	Chambersburg	PA	17201-9798	(717) 262-4994
B/W Plus Philadelphia Airport South at Widener University	Garry Hesselbacher	1450 Providence Ave	Chester	PA	19013-5715	(610) 872-8100
B/W Plus Clarks Summit Scranton	Rakesh T. Patel	820 Northern Blvd	Clarks Summit	PA	18411-2229	(570) 586-2730
B/W Plus Clearfield	Muhammad Imran Zahid	14424 Clearfield Shawville Hwy	Clearfield	PA	16830-6112	(814) 768-1049
B/W Plus Cranberry-Pittsburgh North	John DeLozier	5001 Cranberry Springs Dr	Cranberry Township	PA	16066-6901	(724) 720-5600
B/W Danville Inn	Sanjay Patel	79 Old Valley School Road	Danville	PA	17821-9510	(570) 275-5750
B/W DuBois Hotel & Conference Center	Jonathan Reiss	82 N Park Pl	Du Bois	PA	15801-2416	(814) 371-6200
B/W Plus Harrisburg Mechanicsburg	Nandit S. Mehta	4900 Woodland Dr	Enola	PA	17025-1263	(717) 635-2523
B/W Plus Erie Inn & Suites	Paresh Patel	8033 Oliver Rd	Erie	PA	16509-4619	(814) 920-4196
B/W Fort Washington Inn	Hansa Patel	285 Commerce Dr	Fort Washington	PA	19034-2406	(215) 542-7930
B/W Gettysburg	Nathan Mares	301 Steinwehr Ave	Gettysburg	PA	17325-2900	(717) 334-1188
B/W Plus Concordville Hotel	Steven Angeline	675 Conchester Hwy	Glen Mills	PA	19342	(610) 358-9400
B/W Grantville/Hershey	Girish Sheth	450 Station Rd.	Grantville	PA	17028-9148	
B/W Grove City Inn	Hiren Patel	1924 Leesburg Grove City Rd	Grove City	PA	16127-3354	(724) 748-5836
B/W Harrisburg Hershey Hotel	Alpa Patel	7500 Allentown Blvd	Harrisburg	PA	17112-4233	(717) 652-0101
B/W Harrisburg North	Girish Sheth	150 Nationwide Dr	Harrisburg	PA	17110-9746	(717) 545-9089
B/W Plus Harrisburg East Inn & Suites	Jigar Desai	1344 Eisenhower Blvd	Harrisburg	PA	17111-2319	(717) 985-1600
B/W Premier The Central Hotel & Conference Center	Susan A.M. Hatfield	800 E Park Dr	Harrisburg	PA	17111-2807	(717) 561-2800
B/W Plus Hershey	Anish Kiran Patel	1800 E Chocolate Ave	Hershey	PA	17033-1181	(717) 745-2378
B/W Plus Intercourse Village Inn & Suites	Kurtis D. Thomas	3610 E Newport Rd	Intercourse	PA	17534	(717) 768-3636
B/W Plus The Inn at King of Prussia	Amy Gancasz	127 S Gulph Rd	King of Prussia	PA	19406-3103	(610) 265-4500

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B/W Plus Country Cupboard Inn	Christopher E. Baylor	7701 West Branch Highway	Lewisburg	PA	17837-6851	(570) 524-5500
B/W Lock Haven	Ronald Pete	101 E Walnut St	Lock Haven	PA	17745-3521	(570) 748-3297
B/W Hunt's Landing Hotel Matamoras/Milford	Manish A. Patel	120 Routes 6 & 209	Matamoras	PA	18336-2056	(570) 491-2400
B/W Nittany Inn Milroy	Ajit Smith	5 Commerce Dr	Milroy	PA	17063-8104	(717) 667-9595
B/W Monroeville Pittsburgh East	Jayesh B. Gosai	2750 Mosside Blvd	Monroeville	PA	15146-2712	(412) 373-3800
B/W Plus New Cumberland Inn & Suites	Nandit S. Mehta	702 Limekiln Rd	New Cumberland	PA	17070-2315	(717) 774-4440
B/W Plus Revere Inn & Suites	James J. Cosgrove	3063 Lincoln Hwy E (US 30)	Paradise	PA	17562-9651	(717) 687-7683
B/W Plus Philadelphia Convention Center Hotel	Yungam Lam	1225 Vine St	Philadelphia	PA	19107-1111	(215) 398-3080
B/W Plus Wilkes Barre-Scranton Airport Hotel	Rakesh T. Patel	30 Concorde Dr	Pittston	PA	18641-2216	(570) 654-3300
B/W Plus Executive Residency Pottstown	Amit Patel	1600 Industrial Hwy	Pottstown	PA	19464-3268	(610) 327-3300
B/W Plus Executive Inn	Anuj Patel	1002 Earth Rd	Saint Marys	PA	15857-2849	(814) 834-0000
B/W Grand Victorian Inn	Suhan Patel	255 Spring St	Sayre	PA	18840-1909	(570) 888-7711
B/W Plus Reading Inn & Suites	Vinay R. Shah	2299 Lancaster Pike	Shillington	PA	19607-2380	(610) 777-7888
B/W Shippensburg Hotel	Nandit S. Mehta	125 Walnut Bottom Rd	Shippensburg	PA	17257-8131	(717) 532-5200
B/W Plus University Park Inn & Suites	John Delozier	115 Premiere Dr	State College	PA	16801-7329	(814) 234-8393
B/W Plus Poconos Hotel	Sanjiv Gosain	2647 Route 715	Tannersville	PA	18372-7882	(570) 629-4100
B/W Plus Wilkes Barre Center City	Gus Genetti	77 E Market St	Wilkes-Barre	PA	18701-3116	(570) 823-6152
B/W Williamsport Inn	Kuljeet J. Singh	1840 E 3rd St	Williamsport	PA	17701-3914	(570) 326-1981
B/W Westgate Inn	Hemal Shah	1415 Kenneth Rd	York	PA	17408-2235	(717) 767-6931
B/W Plus Condado Palm Inn	Henry Neumann	55 Ave Condado	San Juan	Puerto Rico	00907-1708	(787) 721-9500
B/W Airport Inn	Bharat V. Patel	2138 Post Rd	Warwick	RI	02886-1401	(401) 737-7400
B/W West Greenwich Inn	Mohamed Ganchi	99 Nooseneck Hill Rd	West Greenwich	RI	02817-1525	(401) 397-5494
B/W Sea Island Inn	John M. Trask	1015 Bay St	Beaufort	SC	29902-5514	(843) 522-2090
B/W Charleston Inn	Everett L. Smith	1540 Savannah Hwy	Charleston	SC	29407-7845	(843) 571-6100
B/W Plus Clemson Hotel & Conference Center	Raj H. Patel	1310 Tiger Blvd	Clemson	SC	29631-1114	(864) 986-6200
B/W Executive Inn & Suites	Vishnu Desai	1720 Bush River Rd	Columbia	SC	29210-6812	(803) 561-9027
B/W Plus Columbia North East	Ishwar Naran	7525 Two Notch Rd	Columbia	SC	29223-6219	(803) 736-6666
B/W Inn	Rajendra B. Bhakta	1808 W Lucas St	Florence	SC	29501-1230	(843) 678-9292
B/W Carowinds	Ganesh Rambhai	3675 Foothills Way	Fort Mill	SC	29708-9299	(803) 548-8400
B/W Greenville Airport Inn	Pamela Solarek	5009 Pelham Rd	Greenville	SC	29615-5465	(864) 297-5353
B/W Plus Greenville I-385 Inn & Suites	Vijay R. Patel	831 Congaree Rd	Greenville	SC	29607-3521	(864) 288-6221
B/W Plus Hardeeville Inn & Suites	Ketalkumar Ghanshyambhai Patel	18102 Whyte Hardee Blvd	Hardeeville	SC	29927-6446	(843) 784-2121
B/W Ocean Breeze Inn	Baljit Johl	11 Lemoyne Ave	Hilton Head Island	SC	29928-7052	(843) 715-4116
B/W Magnolia Inn and Suites	Shefali Desai	747 Treeland Dr	Ladson	SC	29456-3631	(843) 553-8888
B/W Executive Inn	Ghanshyam Parmar	1534 Highway 38 W	Latta	SC	29565-4225	(843) 752-5060
B/W Plus Lexington Inn	Shamir Patel	601 Columbia Ave	Lexington	SC	29072-2667	(803) 356-8300
B/W Patriots Point	Dan Paola	259 McGrath Darby Blvd	Mount Pleasant	SC	29464-2983	(843) 971-7070
B/W Plus Myrtle Beach @ Intracoastal	Jeffrey S. Wilder	9551 N Kings Hwy	Myrtle Beach	SC	29572-4005	(843) 213-1440
B/W Airport Inn & Suites	Hitesh Patel	2470 Prospect Dr	North Charleston	SC	29406-4433	(843) 574-0911
B/W Ocean Sands Beach Resort	Barbara McGonigal	1525 S Ocean Blvd	North Myrtle Beach	SC	29582-3933	(843) 272-6101
B/W Pawleys Island	Kamleshkumar K. Shah	11445 Ocean Hwy	Pawleys Island	SC	29585-7093	(843) 235-0808
B/W Plus Greenville South	George Patel	70 Kalyns Way	Piedmont	SC	29673-6750	(864) 552-1420
B/W Rock Hill	Hitesh Patel	888 Riverview Rd	Rock Hill	SC	29730-2743	(803) 980-0400
B/W Plus Santee Inn	Vicki Mellette Ouzts	9059 Old Number Six Hwy	Santee	SC	29142	(803) 854-3089
B/W Seneca-Clemson	Mehul Patel	511 Byp Highway 123	Seneca	SC	29678-0845	(864) 886-9646
B/W Plus Spartanburg	Derrick James Norris	125 Sloane Garden Rd	Spartanburg	SC	29316-1929	(864) 699-0000
EOD Summer 2023 B/W Spartanburg Northwest	Harishyam Singh	110 Mobile Dr	Spartanburg	SC	29303-2025	(864) 585-2400

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B/W Travelers Rest/Greenville	Minesh Patel	110 Hawkins Rd	Travelers Rest	SC	29690-8868	(864) 834-7040
B/W Of Waltherboro	Sunny Anil Raman	1428 Sniders Hwy	Waltherboro	SC	29488-8417	(843) 538-3600
B/W Point South	Rajan Thakorbbhai Kapadia	3536 Point South Drive	Yemassee	SC	29945	(843) 726-8101
B/W Ramkota Hotel	Janet Lynn Grunewaldt	1400 8th Ave NW	Aberdeen	SD	57401-2602	(605) 229-4040
B/W Lee's Motor Inn	Steven Schoenhard	220 W King Ave	Chamberlain	SD	57325-1560	(605) 234-5575
B/W Buffalo Ridge Inn	Michael E. Tennyson	310 W Mount Rushmore Rd	Custer	SD	57730-1938	(605) 673-2275
B/W Golden Spike Inn & Suites	Shane A. Schriener	601 E Main St	Hill City	SD	57745-2002	(605) 574-2577
B/W Of Huron	Akash Chaudhari	2000 Dakota Ave S	Huron	SD	57350-4027	(605) 352-2000
B/W Plus Lakeview Hotel	Ronald R. Howe	456 SE 12th St	Madison	SD	57042	(605) 427-2110
B/W Graham's	Yoginkumar Patel	301 W 5th St	Murdo	SD	57559	(605) 669-2441
B/W Plus Rapid City Rushmore	Lawrence Travis Henjum	3723 Eglin St	Rapid City	SD	57703-9506	(605) 716-3605
B/W Ramkota Hotel	Janet Lynn Grunewaldt	2111 N LaCrosse St	Rapid City	SD	57701-7858	(605) 343-8550
B/W Empire Towers	Chetan Patel	4100 W Shirley Pl	Sioux Falls	SD	57106-0707	(605) 361-3118
B/W Plus Ramkota Hotel	Janet Lynn Grunewaldt	3200 W Maple St	Sioux Falls	SD	57107-1302	(605) 336-0650
GLO Best Western Dawley Farms In Sioux Falls	Brian Kern	1211 S Darryl Pl	Sioux Falls	SD	57110	(605) 275-4000
B/W Black Hills Lodge	William J. Collins	540 E Jackson Blvd	Spearfish	SD	57783-2204	(605) 642-7795
B/W Vermillion Inn	Joseph F. Eckert	701 W Cherry St	Vermillion	SD	57069-1139	(605) 624-8333
B/W Plains Motel	Matthew Anderson	712 Glenn St	Wall	SD	57790-0393	(605) 279-2145
B/W Watertown Inn and Suites	Jeffrey Lamont	3901 9th Ave SE	Watertown	SD	57201-9104	(605) 882-3636
B/W Kelly Inn	Brenda Schmidt	1607 E Highway 50	Yankton	SD	57078-6406	(605) 665-2906
B/W Plus Estevan Inn & Suites	Rajwantjit Sandhu	92 King St	Estevan	SK	S4A 2T5	(306) 634-7447
B/W Plus Kindersley Hotel	Navjot Singh Sandhu	501 13th Ave East	Kindersley	SK	SOL 1S0	(306) 463-3600
B/W Plus Moose Jaw	Kelly Donald Warner	350 Diefenbaker Dr	Moose Jaw	SK	S6J 1N2	(306) 972-3334
B/W Plus Moosomin Hotel	Reena Sandhu	405 Moose St	Moosomin	SK	S0G 3N0	(306) 435-4700
B/W Marquis Inn & Suites	Abdul Karim Hirani	602 Marquis Rd E	Prince Albert	SK	S6V 7P2	(306) 922-9595
B/W Premier Prince Albert	Abdul Karim Hirani	313 - 38th St West	Prince Albert	SK	S6W 1A1	(306) 703-0308
B/W Plus Eastgate Inn & Suites	Jason Madhu	3840 Eastgate Dr	Regina	SK	S4Z 1A5	(306) 352-7587
B/W Blairmore	Curtis Zwack	306 Shillington Cres	Saskatoon	SK	S7M 1L2	(306) 242-2299
B/W Plus Airport Inn & Suites	Manojkumar Patel	317 Aerogreen Cres	Saskatoon	SK	S7L 1S4	(306) 986-1514
B/W Plus East Side	Curtis Zwack	3331 8th St E	Saskatoon	SK	S7H 4K1	(306) 986-2400
B/W Knoxville Airport/Alcoa	Rajesh Tailor	162 Cusick Rd	Alcoa	TN	37701-3126	(865) 273-2800
B/W Plus Executive Residency Nashville Antioch	Hiran Patel	510 Collins Park Dr	Antioch	TN	37013-3108	(615) 645-9151
B/W Brentwood	Mala Jobalia	5581 Franklin Pike Cir	Brentwood	TN	37027-4363	(615) 373-8585
B/W Home Place Inn	Ben J. Thompson	170 Highway 641 N	Camden	TN	38320-1328	(731) 584-2222
B/W Heritage Inn	Muhammad Choudhry	7641 Lee Hwy	Chattanooga	TN	37421-1027	(423) 899-3311
B/W Royal Inn	Anil G. Patel	3644 Cummings Hwy	Chattanooga	TN	37419-2313	(423) 821-6840
B/W Plus Atrium Inn & Suites	Kunal Shah	275 Alfred Thun Rd	Clarksville	TN	37040-6294	(931) 919-4998
B/W Plus Magnolia Inn & Suites	Jayesh V. Patel	107 Interstate Dr NW	Cleveland	TN	37312-2642	(423) 339-1000
B/W Thunderbird Motel	Hinal Shah	900 S Jefferson Ave	Cookeville	TN	38501-0953	(931) 526-7115
B/W Dayton	Vimal Patel	7835 Rhea County Hwy	Dayton	TN	37321-7923	(423) 775-6560
B/W Dickson	Pinal S Patel	2338 Highway 46 S	Dickson	TN	37055-9558	(615) 446-0541
B/W Plus Arbour Inn & Suites	Pathik Patel	6710 Ringgold	East Ridge	TN	37412-4230	(423) 893-7979
B/W Fayetteville Inn	Dinesh Patel	3021 Thornton Taylor Pkwy	Fayetteville	TN	37334-2664	(931) 433-0100
B/W Franklin Inn	Nishith Jobalia	1308 Murfreesboro Rd	Franklin	TN	37064-3041	(615) 790-0570
B/W Plus Executive Residency Jackson Northeast	Bhupender Patel	2443 Christmasville Cove	Jackson	TN	38305	(731) 300-3370
B/W Kimball Inn	Danish Khandu Patel	205 Kimball Crossing Dr	Kimball	TN	37347-5661	(423) 837-2478
B/W Knoxville Suites - Downtown	Sunil Sushma Patel	5317 Pratt Rd	Knoxville	TN	37912-2706	(865) 687-9922

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B/W Plus Knoxville Cedar Bluff	Akshay Hira	420 N Peters Rd	Knoxville	TN	37922-2332	(865) 539-0058
B/W Plus Strawberry Inn & Suites	Chetan S. Chohan	7260 Saddlerack St	Knoxville	TN	37914-9575	(865) 544-7737
B/W Sevierville/Kodak Inn	Neel Satish Patel	3385 Winfield Dunn Pkwy	Kodak	TN	37764-1540	(865) 401-2725
B/W Plus Lawrenceburg	Ernest Kevin Hight	One Western Way	Lawrenceburg	TN	38464	(931) 244-7446
EOD Spring 2023 B/W Lebanon I-40	Krishna Patel	904 Murfreesboro Rd	Lebanon	TN	37090-5351	(615) 443-0027
B/W McKenzie	Pankil Patel	16180 Highland Dr	McKenzie	TN	38201-2055	(731) 352-1083
B/W Tree City Inn	Keval Mahesh Sheth	809 Sparta St	McMinnville	TN	37110-2631	(931) 473-2159
B/W Plus Galleria Inn & Suites	Dharmesh Patel	8635 US Highway 64	Memphis	TN	38133-4122	(901) 372-0000
B/W Plus Gen X Inn	Jagruhi Bhikha	1177 Madison Ave	Memphis	TN	38104-2202	(901) 249-7753
B/W Plus Morristown Conference Center Hotel	Shamshuddin Jamani	130 Cracker Rd	Morristown	TN	37813-3964	(423) 587-2400
B/W Murfreesboro	Rajendra Narsinh Patel	168 Chaffin Pl	Murfreesboro	TN	37129-6901	(615) 895-3818
B/W Plus Belle Meade Inn & Suites	Sailesh Patel	5600 O'Brien Ave	Nashville	TN	37209-3014	(615) 354-1711
B/W Plus Executive Residency Nashville	Samir Zaveri	2401 Brick Church Pike	Nashville	TN	37207-4405	(615) 226-4600
B/W Plus Music Row	Rajesh Aggarwal	1407 Division St	Nashville	TN	37203-4015	(615) 242-1631
B/W Plus Nashville Airport Hotel	Paresh Patel	911 Airport Center Dr	Nashville	TN	37214-3765	(615) 872-0109
B/W Plus Sunrise Inn	Sanjay D. Patel	825 Murfreesboro Pike	Nashville	TN	37217-1139	(615) 499-4443
B/W Suites Near Opryland	Shantilal Hari	201 Music City Cir	Nashville	TN	37214-1220	(615) 902-9940
Glo Best Western Nashville	Vishal Banker	425 Glastonbury Rd	Nashville	TN	37217-5092	(615) 265-0406
B/W Newport Inn	Glenna Suzette Haution	1015 Cosby Hwy	Newport	TN	37821-7323	(423) 623-8713
B/W Plaza Inn	Dwayne Ogle	3755 Parkway	Pigeon Forge	TN	37863-3813	(865) 453-5538
B/W Plus Apple Valley Lodge Pigeon Forge	Kenil Patel	1949 Parkway	Pigeon Forge	TN	37863-4903	(865) 446-2254
B/W Toni Inn	Dwight W. Ogle	3810 Parkway	Pigeon Forge	TN	37863-3816	(865) 453-9058
B/W Shelbyville Inn and Suites Celebration Inn	Kevin Shah	724 Madison St	Shelbyville	TN	37160-3519	(931) 684-2378
B/W Spring Hill Inn & Suites	Keyur Patel	104 Kedron Pkwy	Spring Hill	TN	37174-2458	(931) 486-1234
B/W Cades Cove Inn	Hiren Patel	7824 E Lamar Alexander Pkwy	Townsend	TN	37882-4027	(865) 448-9000
B/W Inn	Rajendra B. Bhakta	1602 Dinah Shore Blvd	Winchester	TN	37398-1144	(931) 967-9444
B/W Abilene Inn & Suites	Jeet Singh Kular	350 W Overland Trl	Abilene	TX	79601-1630	(325) 672-5501
EOD Winter 2023 B/W Alice	Manish Gianchandani	2400 E Main St	Alice	TX	78332	(361) 661-1777
B/W Plus Amarillo East Hotel	Usha Bhakta	1505 Ross St	Amarillo	TX	79102	(806) 418-8974
B/W Plus Medical Center Hotel	Munir Sindha	7410 W Amarillo Blvd	Amarillo	TX	79106-7836	(806) 803-5000
B/W Santa Fe	Rakesh Bhagat	4600 I-40 E	Amarillo	TX	79103-6200	(806) 372-1885
B/W Angleton Inn	Dipmala Dilipbhai Patel	1809 N Velasco St	Angleton	TX	77515-3014	(979) 849-5822
B/W Anthony/West El Paso	Dollat K. Bhaga	9401 S Desert Blvd	Anthony	TX	79821-5200	(915) 886-3333
B/W Plus Royal Mountain Inn & Suites	Faizal Nisar	1814 State Highway 31 E	Athens	TX	75751-5403	(903) 292-1750
B/W Pineywoods Inn	Dharmesh Patel	306 US Highway 59	Atlanta	TX	75551-2014	(903) 799-8500
Aiden by Best Western @ Austin City Hotel	Santosh Khanjee	2200 S I H 35	Austin	TX	78704-4436	(512) 444-0561
B/W Plus Austin Airport Inn & Suites	Bhargav Madhani	1805 Airport Commerce Dr	Austin	TX	78741-4538	(512) 386-5455
B/W Plus Austin Central	Alan Mindel	919 E Koenig Ln	Austin	TX	78751-1504	(512) 454-1144
B/W Plus Executive Residency Austin	Neil V. Patel	2021 Cheddar Loop Rd	Austin	TX	78728	(512) 252-8221
B/W Bandera Suites & Saloon	Kevin P. Hilchey	711 Main St	Bandera	TX	78003	(830) 688-8081
B/W Bastrop Pines Inn	Veena Tewani	107 Hunters Crossing Blvd	Bastrop	TX	78602-3887	(512) 321-0900
B/W Plus Bay City Inn & Suites	Niraj Patel	501 7th St	Bay City	TX	77414-4851	(979) 557-0678
B/W Plus Executive Residency Baytown	Falgun S. Desai	4602 East Fwy	Baytown	TX	77520-8568	(832) 572-7800
B/W Plus Waco North	Dipak K. Patel	1502 Interstate 35 N	Bellmead	TX	76705-2467	(254) 799-1766
B/W Plus Big Lake Inn	Bankim Patel	1401 E US Highway 67	Big Lake	TX	76932	(325) 884-1011
B/W Palace Inn & Suites	Milan Patel	915 Lamesa Hwy	Big Spring	TX	79720-1109	(432) 264-1500
B/W Boerne Inn & Suites	Bipin Patel	36756 Interstate 10 W	Boerne	TX	78006-3557	(830) 249-1212

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B/W Borger Inn	Jignesh Domadia	206 S Cedar St	Borger	TX	79007-4646	(806) 464-6938
B/W Bowie Inn & Suites	Vishal Patel	900 US Highway 287 S	Bowie	TX	76230-5962	(940) 872-9595
B/W Brady Inn	Rupal Patel	2200 S Bridge St	Brady	TX	76825-7442	(325) 597-3997
B/W Inn of Brenham	Ashit Patel	1503 Highway 290 E	Brenham	TX	77833-5930	(979) 251-7791
B/W Caprock Inn	Brajesh P. Patel	321 Lubbock Rd	Brownfield	TX	79316-3651	(806) 637-9471
EOD Spring 2023 B/W (name TBD)	Julio A Grana	1985 N Expressway	Brownsville	TX	78520-8849	(956) 550-0666
B/W Plus Riata	Jayantkumar Patel	504 W Commerce St.	Brownwood	TX	76801	(325) 203-5400
B/W Premier Bryan College Station	Blake L. Lugash	1920 Austin's Colony Pkwy	Bryan	TX	77802-3337	(979) 731-5300
B/W Plus Buda Austin Inn & Suites	Vijay Desai	15295 S IH 35 Bldg 900	Buda	TX	78610-5893	(512) 361-0455
B/W Red River Inn	Haresh Surti	1008 Sheppard Rd	Burkburnett	TX	76354-3102	(940) 569-9707
B/W Plus Burleson Inn & Suites	Shailesh D. Patel	516 Memorial Plz	Burleson	TX	76028-4910	(817) 744-7747
B/W Post Oak Inn	Rakesh Patel	908 Buchanan Dr	Burnet	TX	78611-2325	(512) 756-4747
B/W Oasis Inn	Dilip Patel	303 S 2nd St	Canadian	TX	79014-2505	(806) 323-9660
B/W Canton Inn	Timothy G. Michels	2251 N Trade Days Blvd	Canton	TX	75103-9798	(903) 567-6591
B/W Palo Duro Canyon Inn & Suites	Mitesh Patel	2801 4th Ave	Canyon	TX	79015-4227	(806) 655-1818
B/W Plus Carrizo Springs Inn & Suites	Yatin Bhakta	2474 N 1st Street	Carrizo Springs	TX	78834	(830) 876-2500
B/W Carthage Inn & Suites	Harjit Singh	2235 SE Loop	Carthage	TX	75633-3161	(903) 693-6700
B/W Cedar Inn	Suhagkumar A. Chauhan	425 E Whitestone Blvd	Cedar Park	TX	78613-9014	(512) 259-7300
B/W Plus Classic Inn & Suites	Harjit Singh	210 Moffett Dr	Center	TX	75935-8520	(936) 591-0002
B/W Plus Chandler	Madhusudana Reddy Bandi	302 N Sawmill Rd	Chandler	TX	75758	(903) 515-3900
EOD Spring 2023 B/W Childress West Hotel	Kiran G Bhakta	2008 Avenue F NW	Childress	TX	79201-2216	(940) 937-3614
B/W Plus Red River Inn	Stephen Russell Hall	902 W 2nd St	Clarendon	TX	79226-6045	(806) 874-0160
B/W Cleveland Inn & Suites	Anish Patel	708 Highway 59 S	Cleveland	TX	77328	(281) 659-2700
B/W East El Paso Inn	Kishor Koladia	1570 Clint Cut Off Rd	Clint	TX	79836	(915) 851-2882
B/W Plus College Station Inn & Suites	Hetal Patel	950 Arrington Rd	College Station	TX	77845-8672	(979) 704-6444
B/W Plus Lonestar Inn & Suites	Avinash J. Patel	2304 N State Highway 208	Colorado City	TX	79512-2636	(325) 728-2638
B/W Comanche Inn	Samir Bhakta	1505 E Central Ave	Comanche	TX	76442-2850	(325) 356-2300
B/W Inn & Suites	Simranjit Singh Dosanjh	321 Constitution Dr	Copperas Cove	TX	76522-2580	(254) 518-3363
B/W Corpus Christi	Ashvin K. Patel	300 N Shoreline Blvd	Corpus Christi	TX	78401-2565	(361) 883-5111
B/W Corpus Christi Airport Hotel	Vishvash N. Bhakta	2021 N Padre Island Dr	Corpus Christi	TX	78408-2231	(361) 289-8200
B/W Northwest Corpus Christi Inn & Suites	Dhiren Bhakta	3838 US Highway 77	Corpus Christi	TX	78410	(361) 241-6363
B/W Padre Island	Ketankumar Bhakta	14050 S Padre Island Dr	Corpus Christi	TX	78418-6026	(361) 949-2300
B/W Paradise Inn	Alpa Patel	6301 S Padre Island Dr	Corpus Christi	TX	78412-4013	(361) 992-3100
B/W Plus Executive Residency IH-37 Corpus Christi	Dhiren Bhakta	3533 McKinzie Rd	Corpus Christi	TX	78410	(361) 241-2000
Executive Residency by Best Western Corpus Christi	Rajendra B. Bhakta	9305 S Padre Island Dr	Corpus Christi	TX	78418-5505	(361) 239-4092
B/W Executive Inn	Ghanshyam Parmar	2100 E Highway 31	Corsicana	TX	75109-9076	(903) 872-5300
B/W Nursanickel Hotel	Bharat Sukha	102 Scott St	Dalhart	TX	79022-2735	(806) 244-5637
B/W Northwest Inn	Bipin B. Patel	2361 W Northwest Hwy	Dallas	TX	75220-4450	(214) 353-8774
B/W Plus Addison/Dallas Hotel	Mitesh Patel	14975 Landmark Blvd	Dallas	TX	75254-6709	(972) 701-0881
B/W Plus Dallas Love Field North Hotel	Kalpesh Patel	11069 Composite Dr	Dallas	TX	75229-4542	(972) 484-6557
B/W Dayton Inn & Suites	Harbhajan Singh	1751 W Highway 90	Dayton	TX	77535-2845	(936) 258-7600
B/W Decatur Inn	Mital Patel	1801 S Highway 287	Decatur	TX	76234-2439	(940) 627-5982
B/W Inn of Del Rio	Darpan Dan Patel	810 Veterans Blvd	Del Rio	TX	78840-4064	(830) 775-7511
B/W Plus Texoma Hotel & Suites	Nooruddin (Nick) Dharani	810 N US Highway 75	Denison	TX	75020-1256	(903) 327-8883
B/W Plus Denton Inn & Suites	Rakesh Patel	2910 W University Dr	Denton	TX	76201-1632	(940) 591-7726
B/W Premier Crown Chase Inn & Suites	Monica Glenn	2450 Brinker Rd	Denton	TX	76208-6431	(940) 387-1000
B/W Plus Denver City Hotel & Suites	Rita Patel	830 E Broadway St	Denver City	TX	79323-3357	(806) 305-0330

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GLo Best Western DeSoto Dallas	Jiger N. Patel	1215 N I-35 E	DeSoto	TX	75115	(469) 747-3700
B/W Plus Dilley Inn & Suites	Mahesh G. Patel	16491 South I-35	Dilley	TX	78017	(830) 326-3220
B/W Windsor Inn	Andrew Warren	1701 S Dumas Ave	Dumas	TX	79029-5527	(806) 935-9644
B/W Plus Duncanville Dallas	Pankaj B. Lad	922 E Highway 67	Duncanville	TX	75137-2706	(972) 283-3000
B/W Eastland	Bhavik Desai	1460 E Main St	Eastland	TX	76448-3023	(254) 629-8071
B/W Plus Edinburg Inn & Suites	Mukund Govind	08 S US Highway 281 (Closner Bl	Edinburg	TX	78539-6232	(956) 318-0442
B/W Lone Star Inn	Dilip Patel	310 E Houston Hwy	Edna	TX	77957-2222	(361) 781-0500
B/W Executive Inn El Campo	Sanketkumar M. Desai	25880 US 59 Rd	El Campo	TX	77437-5480	(979) 543-7033
B/W El Paso Airport Entrada Hotel	Dan Kurt Campbell	2001 Airway Blvd	El Paso	TX	79925-1030	(915) 772-3650
B/W Plus El Paso Airport Hotel & Conference Center	Madhavan Nair	6655 Gateway Blvd W	El Paso	TX	79925-3617	(915) 778-6411
B/W Sunland Park Inn	Parthiv Patel	1045 Sunland Park Dr	El Paso	TX	79922-1325	(915) 259-8625
B/W Plus Elmendorf Hotel	Ashwin Gajera	20015 Eagle Ford Way	Elmendorf	TX	78112-4400	(210) 621-9436
B/W Plus Emory at Lake Fork Inn & Suites	Dhirendrakumar Mehta	1026 E Lennon Dr	Emory	TX	75440-5253	(903) 473-2022
B/W Plus DFW Airport West Euless	Praful D. Patel	421 Airport Fwy	Euless	TX	76040-4523	(817) 836-4040
B/W Plus Flatonia Inn	Dipak Dhirajlal Patel	310 B East Hwy I-10 Frontage Rd	Flatonia	TX	78941	(361) 865-1989
B/W Plus Christopher Inn & Suites	Joel Joseph	752 Pinson Rd	Forney	TX	75126-9628	(972) 552-1412
B/W Plus Fort Stockton Hotel	Arvind N. Gandhi	2115 Interstate 10 West	Fort Stockton	TX	79735-9704	(432) 336-7000
B/W Fort Worth Inn & Suites	Mahesh Patel	201 W Loop 820 N	Fort Worth	TX	76108-2034	(817) 246-8777
B/W Plus Fort Worth Forest Hill Inn & Suites	Chandreshkumar B. Patel	3230 Forest Hill Cir	Fort Worth	TX	76140	(817) 293-1667
B/W Plus Fort Worth North	Denish Patel	3751 NE Loop 820	Fort Worth	TX	76137-2417	
B/W Franklin Town Center Hotel & Suites	Kishankumar Patel	208 N Center St	Franklin	TX	77856-6036	(979) 828-2550
B/W Plus Fredericksburg	Mahesh G. Patel	314 E Highway St	Fredericksburg	TX	78624-5010	(830) 992-2929
B/W Windwood Inn & Suites	Himanshu Patel	1172 E Riley St	Freer	TX	78357	(361) 394-6200
B/W Plus Galveston Suites	Darren S. Gandhi	8502 Seawall Blvd	Galveston	TX	77554-9766	(409) 740-4300
B/W Plus Seawall Inn & Suites by the Beach	Jayendra Patel	102 Seawall Blvd	Galveston	TX	77550-5720	(409) 766-7070
B/W George West Executive Inn	Margaret Ann Brown	208 N Nueces St	George West	TX	78022-3494	(361) 449-3300
B/W Plus Georgetown Inn & Suites	Viral Patel	600 San Gabriel Village Blvd	Georgetown	TX	78626-5627	(512) 868-8555
B/W Giddings Inn & Suites	Pratik Bhakta	2161 E Hempstead St	Giddings	TX	78942-3681	(979) 542-5000
B/W Dinosaur Valley Inn & Suites	Jatin C. Stone	1311 NE Big Bend Trl	Glen Rose	TX	76043-5024	(254) 897-4818
B/W Plus Goliad Inn & Suites	Yatin Bhakta	754 East Pearl St	Goliad	TX	77963-4294	(361) 645-3100
B/W Regency Inn & Suites	Darshan Joshi	1811 E Sarah Dewitt Dr	Gonzales	TX	78629-2612	(830) 672-5555
B/W Plus Graham Inn	Rohit B. Chaudhary	1707 Highway 16 S	Graham	TX	76450-4607	(940) 521-0190
B/W Granbury Inn & Suites	Pranav Patel	1517 Plaza Dr	Granbury	TX	76048-2635	(817) 573-4239
B/W Plus Arlington North Hotel & Suites	Paresh Patel	2075 N State Highway 360	Grand Prairie	TX	75050-1424	(817) 633-6311
B/W Plus Monica Royale Inn & Suites	Pradeep DILLON	3001 Mustang Crossing Anx	Greenville	TX	75402-3648	(903) 454-3700
B/W Executive Inn	Ghanshyam Parmar	207 US Highway 77 S	Hallettsville	TX	77964-6002	(361) 798-9200
B/W Harker Heights	Rakesh B. Patel	511 Pan American Dr	Harker Heights	TX	76548-1984	(254) 432-5106
B/W Casa Villa Suites	Inderjit Randhawa	4317 S Expressway 83	Harlingen	TX	78550-7949	(956) 412-1500
B/W Hebronville Inn	Deepak A. Patel	37 E State Highway 359	Hebronville	TX	78361-4428	(361) 527-3600
B/W Henrietta Inn & Suites	Jimmy Atkholwala	816 US Highway 287 S	Henrietta	TX	76365-7046	(940) 538-6969
B/W Red Carpet Inn	Sanket R. Patel	830 W 1st St	Hereford	TX	79045-6002	(806) 364-0540
B/W Galleria Inn & Suites	Chad Thomas Cobb	6229 Richmond Ave	Houston	TX	77057-6211	(713) 783-8388
B/W Plus Downtown Inn & Suites	Amita R. Desai	915 W Dallas St	Houston	TX	77019-4739	(713) 571-7733
B/W Plus Heritage Inn	Vishal Mirpuri	10521 East Fwy	Houston	TX	77029-1926	(713) 670-9100
B/W Plus Hobby Airport Inn & Suites	Hinesh I. Patel	8778 Airport Blvd	Houston	TX	77061-3433	(713) 943-2700
B/W Plus Houston Energy Corridor	Hinesh Patel	1000 Highway 6 N	Houston	TX	77079-1005	(281) 589-5556
B/W Plus JFK Inn & Suites	Parimala Ashok Desai	15615 John F Kennedy Blvd	Houston	TX	77032-2313	(281) 987-8777

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B/W Plus North Houston Inn & Suites	Nikhil Vasantbhai Patel	14753 North Freeway	Houston	TX	77090-6503	(281) 873-7575
B/W Plus Northwest Inn & Suites	Hasmukh Patel	11611 Northwest Fwy	Houston	TX	77092-6257	(713) 290-1400
B/W Plus Sam Houston Inn & Suites	Gaurang Patel	8049 N Sam Houston Pkwy W	Houston	TX	77064-3456	(281) 970-7777
B/W Plus Westheimer-Westchase Inn & Suites	Ashik V. Patel	2451 Hayes Rd	Houston	TX	77077	(832) 658-2550
B/W Premier Ashton Suites-Willowbrook	Dipeshkumar C. Modi	7495 W Greens Rd	Houston	TX	77064-1135	(281) 970-9696
EOD Spring 2022 B/W Champions Forest Inn and Suites	Ravishanker Mallapuram	4434 FM 1960 Rd W	Houston	TX	77068-3410	(281) 866-0500
B/W Houston Bush Intercontinental Airport Inn	Vijay Borra	18032 McKay Drive	Humble	TX	77338-5500	(281) 446-0343
B/W Plus Houston Atascocita Inn & Suites	Jawaharlal D. Bhakta	7730 FM 1960 Rd E	Humble	TX	77346-2256	(281) 852-5665
B/W Huntsville Inn & Suites	Rahul Kumar Patel	201 W Hill Park Cir	Huntsville	TX	77320-3506	(936) 295-9000
B/W Ingleside Inn & Suites	Dharmeshkumar K Patel	2787 State Highway 361	Ingleside	TX	78362-4201	(361) 238-4375
B/W Plus DFW Airport Suites	Mehul K. Patel	5050 W John Carpenter Fwy	Irving	TX	75063-2399	(972) 870-0530
B/W Jacksonville Inn	Ajay Patel	1659 S Jackson St	Jacksonville	TX	75766-3027	(903) 586-0007
B/W Inn of Jasper	Dhaval V. Patel	205 W Gibson St	Jasper	TX	75951-4901	(409) 384-7767
B/W Johnson City Inn	Balwinder K. Bassi	107 S US Highway 281	Johnson City	TX	78636	(830) 868-4044
B/W Dos Rios	Paul Ramsdell	244 Dos Rios Dr	Junction	TX	76849-3105	(325) 446-3700
B/W Plus Katy Inn & Suites	Anh Hong Le	2006 Katy Mills Blvd	Katy	TX	77494-4856	(281) 395-6200
B/W Premier Energy Corridor	Manjot Bains	1549 Westborough Dr	Katy	TX	77449-1551	(281) 599-3249
B/W La Hacienda Inn	Uttam P. Patel	200 E Highway 175	Kaufman	TX	75142-3509	(972) 962-6272
B/W Plus Kenedy Inn	Yu Liu	205 Business Park Blvd	Kenedy	TX	78119-2060	(830) 583-2121
B/W Sunday House Inn	Kenneth K. Kothe	2124 Sidney Baker St	Kerrville	TX	78028-2535	(830) 896-1313
B/W Plus Killeen/Fort Hood Hotel & Suites	Arefa Sultana	2709 Cunningham Rd	Killeen	TX	76542-2972	(254) 634-5560
B/W La Grange Inn & Suites	Tony Van Wisse	600 E State Highway 71 Byp	La Grange	TX	78945-4420	(979) 968-6800
B/W Green Oak Inn & Suites	Jay Sinojia	100 S FM 1346	La Vernia	TX	78121	(830) 253-1204
B/W Plus Lake Dallas Inn & Suites	Sunil B. Patel	305 Swisher Rd	Lake Dallas	TX	75065-2325	(940) 497-1007
B/W Plus Lake Jackson Inn & Suites	Bruno Cencini	702 Highway 332 E	Lake Jackson	TX	77566-6102	(979) 529-2020
B/W Plus Lake Worth Inn & Suites	Ronak Patel	3920 Boat Club Rd	Lake Worth	TX	76135-3201	(817) 238-1199
B/W Lamesa Inn & Suites	Girish Bhakta	506 N Dallas St	Lamesa	TX	79331-4613	(806) 872-3888
B/W Plus Lampasas Inn & Suites	Sanjay B. Patel	1504 S Key Ave	Lampasas	TX	76550-3518	(512) 556-2100
B/W Plus Laredo Inn & Suites	Heran Patel	3110 Santa Ursula Ave	Laredo	TX	78040	(956) 608-2491
B/W San Isidro Inn	Miriam Moreno	1410 Hospitality Dr	Laredo	TX	78045-6542	(956) 723-1600
B/W South Plains Inn & Suites	Tushar Bhakta	204 N College Ave	Levelland	TX	79336-2615	(806) 894-9155
B/W Plus Lewisville Flower Mound	Chetan Patel	330 E Corporate Dr	Lewisville	TX	75067-6606	(972) 459-5300
B/W Lindale Inn	Rohitbhai C. Desai	3501 S Main St	Lindale	TX	75771-7791	(903) 882-8884
B/W Littlefield Inn & Suites	Hiren Bhakta	2600 Hall Ave	Littlefield	TX	79339-5645	(806) 385-3400
B/W Llano	Shital Desai	901 W Young St	Llano	TX	78643-1147	(325) 247-4101
B/W Lockhart Hotel & Suites	Umesh M. Patel	811 S Colorado, US Highway 18	Lockhart	TX	78644-3946	(512) 620-0300
B/W Longview	Nakinn Kim	310 E Loop 281	Longview	TX	75605-7912	(903) 757-8888
B/W Plus Longview - University Hotel	Anant Kanu Patel	900 S Access Rd	Longview	TX	75602-6110	(903) 247-3000
B/W Plus Lubbock Windsor Inn	Aviraj Patel	5410 Interstate 27	Lubbock	TX	79404-4500	(806) 762-8400
B/W Plus Tech Medical Center Inn	Rita Patel	4703 N Loop 289	Lubbock	TX	79416-2460	(806) 701-5299
EOD Fall 2022 B/W Lubbock West Inn & Suites	Tariq Farooq	5310 Englewood Ave	Lubbock	TX	79424-1163	
B/W Plus Crown Colony Inn & Suites	Zachary Wheeler Glenn	3211 S 1st St	Lufkin	TX	75901-7341	(936) 634-3481
B/W Plus Longhorn Inn & Suites	Dhaval Ray	4120 E Pierce St	Luling	TX	78648-4865	(830) 875-5442
B/W Plus Lytle Inn & Suites	Meir Levin	19876 I-35 South	Lytle	TX	78052-3490	(830) 772-4949
B/W Executive Inn & Suites	Vishnu Desai	3307 E Main St	Madisonville	TX	77864-2305	(936) 349-1700
B/W Plus Mansfield Inn & Suites	Mukund J. Patel	775 Highway 287 N	Mansfield	TX	76063-2671	(817) 539-0707
B/W Plus Manvel Inn & Suites	Sitaram Bhakta	19301 Highway 6	Manvel	TX	77578-3701	(281) 489-2266

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B/W Executive Inn	Ghanshyam Parmar	5201 East End Blvd S	Marshall	TX	75672-8365	(903) 935-0707
B/W McAllen Medical Center	Constantino Garcia Alvarez	300 E Expressway 83	McAllen	TX	78503-1608	(956) 630-3333
B/W Plus McAllen Airport Hotel	Kanti M. Bhakta	1500 Wichita Ave	McAllen	TX	78503-3052	(956) 632-2000
B/W Plus McKinney Inn & Suites	Karnail Singh	480 Wilson Creek Blvd	McKinney	TX	75069-7885	(972) 548-3000
B/W Limestone Inn & Suites	Ramesh R. Patel	1314 E Milam St	Mexia	TX	76667-2533	(254) 562-0200
B/W Plus Midland Suites	Jagdish Patel	601 E I-20 & Terrell St	Midland	TX	79701	(432) 218-7549
B/W Mineola Inn	Aamer Ashraf Patel	100 Debby Ln	Mineola	TX	75773-2857	(903) 569-5331
B/W Club House Inn & Suites	Kiran C. Patel	4410 Highway 180 E	Mineral Wells	TX	76067-8383	(940) 325-2270
B/W Plus Monahans Inn & Suites	Sitaram Bhakta	2101 S Betty St	Monahans	TX	79756-7502	(432) 943-3360
B/W Lake Conroe Inn	Ajaykumar Ahir	14643 Highway 105 W	Montgomery	TX	77356-5633	(936) 588-3030
B/W Inn of Nacogdoches	Nirav Patel	3428 South St	Nacogdoches	TX	75964-7240	(936) 560-4900
B/W Inn of Navasota	Yash Jagdishchandra Thakkar	8965 Highway 6	Navasota	TX	77868-5785	(936) 870-4100
B/W Inn & Suites	Simranjit Singh Dosanjh	1493 N I-H 35	New Braunfels	TX	78130-2816	(830) 625-7337
B/W Plus New Caney Inn & Suites	Jayesh N. Bhakta	22033 US Highway 59	New Caney	TX	77357-8257	(281) 354-7222
B/W Premier Executive Residency Grand Texas Hotel	Sanjiv Khanna	17546 US 59	New Caney	TX	77357	(281) 306-7057
B/W Plus North Odessa Inn & Suites	Anuj Chhabra	7001 Tres Hermanas Blvd	Odessa	TX	79765-8659	(432) 614-4696
B/W Orange Inn & Suites	Prakash Patel	2245 Highway 62 S	Orange	TX	77630-9109	(409) 745-9393
B/W Palestine Inn	Surinder Singh Pahl	1601 W Palestine Ave	Palestine	TX	75801-3326	(903) 723-4655
B/W Northgate Inn	Francis Chen	2831 Perryton Pkwy	Pampa	TX	79065-2813	(806) 665-0926
B/W Plus Pasadena Inn & Suites	Sanjay Madhav Patel	122 Richey St	Pasadena	TX	77506-1034	(346) 571-7272
B/W Pearland Inn	Manhar Das	1855 N Main St (Hwy 35)	Pearland	TX	77581-3303	(281) 997-2000
B/W Plus Swiss Chalet Hotel & Suites	Kurt Schlunegger	141 S Frontage Rd	Pecos	TX	79772-7202	(432) 447-9477
B/W Swiss Clock Inn	Marian Schlunegger	133 S Frontage Rd I-20 W	Pecos	TX	79772-7202	(432) 447-2215
B/W Plus Pflugerville Inn & Suites	Danielle Schneider	16101 Impact Way	Pflugerville	TX	78660-4413	(512) 600-3300
B/W Plus Pleasanton Hotel	Rajnikant Patel	1917 W Oaklawn Rd	Pleasanton	TX	78064-4606	(830) 569-1917
B/W Port Aransas	L. Vincent Vanorman	400 E Ave G	Port Aransas	TX	78373-5707	(361) 749-3010
B/W Plus Mid County	Hiral Patel	7550 Anchor Dr	Port Arthur	TX	77642	(409) 237-5749
B/W Port Lavaca Inn	Mahesh G. Patel	2202 State Highway 35 N	Port Lavaca	TX	77979-5207	(361) 553-6800
B/W Plus Portland	Ketankumar Bhakta	1707 Highway 181	Portland	TX	78374-4147	(361) 777-3100
B/W Post Inn	Rakesh Shura	1011 N Broadway St	Post	TX	79356-2349	(806) 495-9933
B/W Refugio Inn	Kanti M. Bhakta	1007 Victoria Rd	Refugio	TX	78377-4595	(361) 526-4600
B/W Roanoke Inn & Suites	Dharmendrakumar Patel	337 Dorman Rd	Roanoke	TX	76262-9129	(817) 490-9595
B/W Plus Rockwall Inn & Suites	Himmat Chauhan	996 E I-30	Rockwall	TX	75087-4823	(972) 722-3265
B/W Round Rock	Agrama Madukanganee Mannapperuma	1851 N IH-35	Round Rock	TX	78664-2001	(512) 255-3222
B/W North Bryant Inn	Vimal Arvind Patel	1418 N Bryant Blvd	San Angelo	TX	76903-5248	(325) 617-7990
B/W Alamo Suites	Kenil Patel	1002 S Laredo St	San Antonio	TX	78204-3212	(210) 472-1002
B/W Garden Inn	Kamlesh B. Gosai	11939 I-H 35 N	San Antonio	TX	78233-5312	(210) 599-0999
B/W Ingram Park Inn	Piyushkumar Patel	6855 NW Loop 410	San Antonio	TX	78238-4113	(210) 520-8080
B/W Medical Center North Inn & Suites Near Six Flags	Gulam-Mustafa Mohammed	4800 Woodstone Dr	San Antonio	TX	78230-1185	(210) 877-2500
B/W Plus Downtown North	Nilam Patel	2131 PanAm Expressway	San Antonio	TX	78208-1519	(210) 212-2224
B/W Plus Fiesta Inn	Devon Patel	13535 W Interstate 10	San Antonio	TX	78249-2282	(210) 696-2400
B/W Plus Hill Country Suites	Ajay Patel	18555 US Highway 281 N	San Antonio	TX	78258-7600	(210) 490-9191
B/W Plus Lackland Hotel & Suites	Ajay Patel	3635 Crooked Trl	San Antonio	TX	78227-4360	(210) 298-8880
B/W Plus Palo Alto Inn & Suites	Ajay Patel	12507 SW Loop 410	San Antonio	TX	78224-3195	(210) 298-9990
B/W Plus Roland Inn & Suites	Bipin Patel	333 Roland Ave	San Antonio	TX	78210-3325	(210) 541-5595
B/W Plus San Antonio East Inn & Suites	Rupesh Patel	8669 E IH-10	San Antonio	TX	78109-5102	(210) 661-8669
B/W Premier Historic Travelers Hotel Alamo/Riverwalk	Piyushkumar Patel	220 Broadway St	San Antonio	TX	78205-1924	(210) 437-0141

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B/W Windsor Pointe Hotel & Suites-AT&T Center	Amankumar Patel	4639 Rittiman Rd	San Antonio	TX	78218-4629	(210) 655-6800
EOD Winter 2023 B/W Plus Rim North	Hiren Patel	25042 IH 10 W	San Antonio	TX	78257-9522	(210) 564-6700
B/W San Marcos	Ted Bhakta	917 N I 35	San Marcos	TX	78666-7036	(512) 754-7557
B/W Plus Atrium Inn	Yogesh I. Upadhyaya	17401 IH 35 N	Schertz	TX	78154-1265	(210) 651-4100
B/W Plus Seabrook Suites	Danish Khan	5755 Bayport Blvd	Seabrook	TX	77586-1613	(281) 291-9090
B/W Executive Inn	Ghanshyam Parmar	1910 N Highway 175	Seagoville	TX	75159-2234	(972) 287-9100
B/W Plus Seminole Hotel & Suites	Priyesh Chris Kumar	308 S Main St (Hwy 385)	Seminole	TX	79360-4346	(432) 955-6200
B/W Plus Shamrock Inn & Suites	Sharm Patel	1802 N Main St	Shamrock	TX	79079-1603	(806) 256-1001
B/W Snyder Inn	Bharat M. Bhakta	810 E Coliseum Dr	Snyder	TX	79549-6248	(325) 574-2200
B/W Plus Beachside Inn	Pankajkumar Patel	4500 Padre Blvd	South Padre Island	TX	78597-7341	(956) 761-4919
B/W Plus Spring Inn & Suites	Amandeep Dhillon	353 E Louetta Rd	Spring	TX	77373-2696	(281) 466-2362
B/W Plus Stephenville Inn	Dinesh Patel	121 S Lockhart Rd	Stephenville	TX	76401-3761	(254) 965-8899
B/W Sugarland Inn	Nisit Bhakta	6330 E Riverpark Dr	Sugar Land	TX	77479-7904	(281) 232-0680
B/W Trail Dust Inn & Suites	Ketankumar Shah	1521 Shannon Rd E	Sulphur Springs	TX	75482-3025	(903) 885-7515
B/W Plus Sweetwater Inn & Suites	Dipal Patel	300 NW Georgia Ave	Sweetwater	TX	79556-7856	(325) 236-6512
B/W Taylor Inn	Satish Gandhi	2600 W 2nd St	Taylor	TX	76574-4901	(512) 352-5292
B/W Temple Inn & Suites	Manoj Bhakta	602 N General Bruce Dr	Temple	TX	76504-2402	(254) 742-1122
B/W Texas City	Aman Patel	320 Highway 146 N	Texas City	TX	77590-6631	(409) 945-5300
B/W Texas City I-45	Aman Hareesh Patel	10620 Emmett F Lowry Expy	Texas City	TX	77591-2658	(409) 986-6600
B/W Plus The Woodlands	Srinivas Thimmaraju	17081 Interstate 45 S	The Woodlands	TX	77385-3302	(936) 271-2378
B/W Plus Southpark Inn & Suites	Dipali Patel	120 W Rieck Rd	Tyler	TX	75703-3701	(903) 534-8800
B/W Plus Victoria Inn & Suites	Bipinchandra Patel	8106 NE Zac Lentz Pkwy	Victoria	TX	77904-3129	(361) 485-2300
B/W Plus Orange County	Girish Patel	165 E Courtland St	Vidor	TX	77662-4910	(409) 422-4315
B/W Plus Waller Hotel	Nilay (Niel) Rania	19720 Stokes Rd	Waller	TX	77484-7322	(936) 372-7570
B/W Plus Waxahachie Inn & Suites	Rajendra Bhakta	1701 N Highway 77	Waxahachie	TX	75165-7868	(972) 938-1600
B/W Plus Cutting Horse Inn & Suites	Kishen Morar	210 Alford Dr	Weatherford	TX	76087-4423	(817) 599-3300
B/W Webster Hotel, NASA	Jamal Jivani	889 W Bay Area Blvd	Webster	TX	77598-4003	(281) 338-6000
B/W Town Center Inn	Kanti M. Bhakta	1005 Fairfield Blvd	Weslaco	TX	78596-4774	(956) 968-6700
B/W Plus University Inn & Suites	Bhupendra Sutaria	4540 Maplewood Ave	Wichita Falls	TX	76308-4608	(940) 687-2025
EOD Spring 2023 B/W North Side Inn	Hinal Patel	1307 Kenley Ave	Wichita Falls	TX	76306-6125	(940) 322-8880
B/W Plus Wills Point	G.K. Reddy	3135 Goodnight Blvd	Wills Point	TX	75169	(903) 873-7500
B/W Plus Woodway Waco South Inn & Suites	Jayantkumar Patel	6808 Woodway Dr	Woodway	TX	76712-6158	(254) 772-2227
B/W Plus Landmark Hotel	Stephen A. Henderson	2477 E Highway 40	Ballard	UT	84066-5028	(435) 725-1800
B/W Butch Cassidy Inn	Stephanie Van Drimmelen	161 S Main	Beaver	UT	84713-7707	(435) 438-2438
B/W Paradise Inn	Alpa Patel	1451 N 300 W	Beaver	UT	84713-7748	(435) 438-2455
B/W Brigham City Inn & Suites	Taranjit Singh	480 Westland Dr	Brigham City	UT	84302-3007	(435) 723-0440
B/W Plus Bryce Canyon Grand Hotel	Lance SYRETT	30 N 100 E	Bryce Canyon City	UT	84764	(435) 834-5700
B/W Plus Ruby's Inn	Lance SYRETT	26 South Main St	Bryce Canyon City	UT	84764-8002	(435) 834-5341
B/W Plus Cedar City	Jared Terry Porter	50 W 200 N	Cedar City	UT	84720-2528	(435) 586-1234
B/W Town & Country Inn	Terry Porter	189 N Main St	Cedar City	UT	84720-2650	(435) 586-9900
B/W Holiday Hills	Chirag R. Chaudhari	500 West 120 South	Coalville	UT	84017-5600	(435) 336-4444
B/W Duchesne Inn	Mayur Dubal	52 S 500 W	Duchesne	UT	84021	(435) 738-6666
B/W Paradise Inn & Resort	Marjorie A. Fullmer	905 N Main St	Fillmore	UT	84631-4069	(435) 743-6895
B/W Plus Heber Valley Hotel	Stephen A. Henderson	1227 S US Highway 40	Heber City	UT	84032-3823	(435) 657-6500
B/W Red Hills	Dan Kurt Campbell	125 W Center St	Kanab	UT	84741-3417	(435) 644-2675
B/W Plus Zion West Hotel	Upendra Mehta	44 W 500 N	La Verkin	UT	84745-5104	(435) 635-0277
B/W Plus Layton Park Hotel	Dixon M. Pitcher	798 W 1425 N	Layton	UT	84041-1946	(801) 896-0271

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B/W Timpanogos Inn	Mitulkumar Patel	195 S 850 E	Lehi	UT	84043-3448	(801) 768-1400
B/W Plus Weston Inn	Dharmesh B. Ahir	250 N Main St	Logan	UT	84321-3915	(435) 752-5700
EOD Summer 2022 B/W Union Park Inn	Prakash Patel	7048 S 900 E	Midvale	UT	84047-1722	(801) 255-5559
B/W Plus Canyonlands Inn	Zachary Daniel Bynum	16 S Main St	Moab	UT	84532-2503	(435) 259-2300
B/W Plus Greenwell Inn	Steven Wang	105 S Main St	Moab	UT	84532-2506	(435) 259-6151
B/W East Zion Thunderbird Lodge	Gordon Ray Milligan	Junction SR 9 & US-89 East Zion	Mount Carmel	UT	84755	(435) 648-2203
B/W Paradise Inn of Nephi	Taranjit Singh	1025 S Main St	Nephi	UT	84648-2013	(435) 623-0624
B/W Plus CottonTree Inn	David J. Petersen	1030 N 400 E	North Salt Lake	UT	84054-1946	(801) 292-7666
B/W Plus High Country Inn	Mark Spencer Peterson	1335 W 1200 S	Ogden	UT	84404-5417	(801) 394-9474
B/W Plus Landmark Inn	Ron Reynolds	6560 N Landmark Dr	Park City	UT	84098-4500	(435) 649-7300
B/W Plus Provo University Inn	Mohammad R. Islam	1600 N Freedom Blvd	Provo	UT	84604-2517	(801) 373-2222
B/W Richfield Inn	Ishwar S. Chaudhari	1275 N Main St	Richfield	UT	84701-1855	(435) 893-0100
Aiden by Best Western @ St. George	Danny Wittwer	316 E Saint George Blvd	Saint George	UT	84770-2955	(435) 673-3541
B/W Coral Hills	Shayne R. Wittwer	125 E Saint George Blvd	Saint George	UT	84770-2856	(435) 673-4844
B/W Plus Abbey Inn	Shayne R. Wittwer	1129 S Bluff St	Saint George	UT	84770-5247	(435) 652-1234
B/W Plus Airport Inn & Suites	Manojkumar Patel	5433 W Wiley Post Way	Salt Lake City	UT	84116-3719	(801) 428-0900
B/W Plus Cotton Tree Inn	David J. Petersen	10695 Auto Mall Dr	Sandy	UT	84070-4147	(801) 523-8484
B/W Plus Canyon Pines	Dixon M. Pitcher	6650 Highway 89	South Ogden	UT	84405-9771	(801) 675-5534
B/W Plus Zion Canyon Inn & Suites	Nicholas Jay Ence	668 Zion Park Blvd	Springdale	UT	84767-7790	(435) 429-7650
B/W Mountain View Inn	Brenda Jones	1455 N 1750 W	Springville	UT	84663-4901	(801) 489-3641
B/W Inn Tooele	Taranjit Singh	365 N Main St	Tooele	UT	84074-1652	(435) 882-5010
B/W Plus Settlers Point	Shayne R. Wittwer	1294 E Hospitality Way	Washington	UT	84780	(435) 986-7788
B/W Plus Wendover Inn	Tushar Patel	685 E Wendover Blvd	Wendover	UT	84083	(435) 665-2215
B/W West Valley Inn	Taranjit Singh	3540 South 2200 West	West Valley City	UT	84119-3896	(801) 954-9292
B/W Plus Mount Vernon/Fort Belvoir	Nayan S. Patel	8751 Richmond Hwy	Alexandria	VA	22309-4223	(703) 360-1300
B/W Chincoteague Island	Scott Chesson	7105 Maddox Blvd	Chincoteague Island	VA	23336-2104	(757) 336-6557
B/W Culpeper Inn	Naven Singh Kang	791 Madison Rd	Culpeper	VA	22701-3325	(540) 825-1253
B/W Windsor Inn & Suites	Rakesh Govindji	1292 S Boston Rd	Danville	VA	24540-5034	(434) 483-5000
EOD Summer 2023 B/W Kings Dominion Hotel	Nandit S. Mehta	16220 International St	Doswell	VA	23047-1922	(804) 612-8680
B/W Emporia	Daxeshkumar C. Patel	1100 W Atlantic St	Emporia	VA	23847-2841	(434) 634-3200
B/W Fairfax	Robert S. Jaeger	3535 Chain Bridge Rd	Fairfax	VA	22030-2703	(703) 591-5500
B/W Fredericksburg	Steve Treon	2205 Plank Rd	Fredericksburg	VA	22401-5226	(540) 371-5050
B/W Plus Glen Allen Inn	Pratik Patel	8607 Telegraph Rd	Glen Allen	VA	23060-4019	(804) 266-3500
B/W Hampton Coliseum Inn	Aviv Bernstein	1916 Coliseum Dr	Hampton	VA	23666-4235	(757) 827-5052
B/W Plus Harrisonburg	Chetan Patel	3325 S Main St	Harrisonburg	VA	22801-2675	(540) 433-9999
B/W Plus Hopewell Fort Lee	Jose V. Gopurathingal	3950 Courthouse Rd	Hopewell	VA	23860-5600	(804) 452-0025
B/W Kilmarnock Hotel	Hemal Patel	599 N Main St	Kilmarnock	VA	22482-3828	(804) 436-1500
B/W Leesburg Hotel & Conference Center	Keith D. Stephens	726 E Market St	Leesburg	VA	20176-4401	(703) 777-9400
B/W Lexington Inn	David Paul Andersen	850 N Lee Hwy	Lexington	VA	24450-3725	(540) 458-3020
B/W Plus Inn at Hunt Ridge	David Paul Andersen	25 Willow Springs Rd	Lexington	VA	24450-2949	(540) 464-1500
B/W Battlefield Inn	Pankaj Patel	10820 Balls Ford Rd	Manassas	VA	20109-2401	(703) 361-8000
B/W Manassas	Shanker K. Patel	8640 Mathis Ave	Manassas	VA	20110-5269	(703) 368-7070
B/W Plus Newport News Inn & Suites	Dhruvit J. Shah	500 Operations Dr	Newport News	VA	23602-6989	(757) 952-1182
B/W Plus Holiday Sands Inn & Suites	Varshid Vachhani	1330 E Ocean View Ave	Norfolk	VA	23503-2208	(757) 583-2621
B/W Plus Governor's Inn	Vibha Jasani	9826 Midlothian Tpke	North Chesterfield	VA	23235-4812	(804) 323-0007
B/W Plus Executive Hotel	Bhavini Mehta	7007 W Broad St	Richmond	VA	23294-3717	(804) 672-7007
B/W Premier Richmond City Gateway	Ketan Pathak	4303 Commerce Rd	Richmond	VA	23234-2239	(804) 592-2900

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B/W Plus Inn at Valley View	Craig D. Andersen	5050 Valley View Blvd NW	Roanoke	VA	24012-2038	(540) 362-2400
B/W Plus Richmond Airport Hotel	Vijay Kamedalli	5300 Airport Square Ln	Sandston	VA	23150-1232	(804) 222-8200
B/W Plus South Hill Inn	Gunjan Patel	101 Thompson St	South Hill	VA	23950-1753	(434) 955-2777
B/W Springfield	Keuri Patel	6721 Commerce St	Springfield	VA	22150-2507	(703) 922-6100
B/W Aquia/Quantico Inn	Pratik H. Patel	2868 Richmond Hwy	Stafford	VA	22554-1736	(540) 659-0022
B/W Staunton Inn	Jay Shah	92 Rowe Rd	Staunton	VA	24401-6701	(540) 885-1112
B/W Dulles Airport Inn	Mark Carrier	45440 Holiday Dr	Sterling	VA	20166-9411	(703) 471-8300
B/W North Roanoke	Craig D. Andersen	2545 Lee Hwy	Troutville	VA	24175-6327	(540) 992-5600
B/W Center Inn	Rahul Patel	5718 Northampton Blvd	Virginia Beach	VA	23455-3704	(757) 363-2500
B/W Plus Waynesboro Inn & Suites Conference Center	Perry Lee Fridley	109 Apple Tree Ln	Waynesboro	VA	22980-7481	(540) 942-1100
B/W Historic Area Inn	David L. Sadler	201 Bypass Rd	Williamsburg	VA	23185-2920	(757) 220-0880
B/W Williamsburg Historic District	Jay Patel	351 York St	Williamsburg	VA	23185-4516	(757) 229-4100
B/W of Wise	Govind Patel	124 Woodland Dr SW	Wise	VA	24293-4622	(276) 328-3500
B/W Potomac Mills	Keuri Patel	14619 Potomac Mills Rd	Woodbridge	VA	22192-6809	(703) 494-4433
B/W Plus Thornburg Inn & Suites	Nilesh Patel	5217 Mudd Tavern Rd	Woodford	VA	22580	(540) 805-5023
B/W Plus Crossroads Inn & Suites	Hitesh Patel	135 Wood Ridge Ter	Zion Crossroads	VA	22942-6966	(540) 832-1700
B/W Bennington	Sumeer Kakar	220 Northside Dr	Bennington	VT	05201-1723	(802) 442-6311
B/W Inn & Suites Rutland-Killington	Brian Anderson	5 Best Western Pl	Rutland	VT	05701-9705	(802) 773-3200
B/W Plus Windjammer Inn & Conference Center	Karen Wisheart	1076 Williston Rd	South Burlington	VT	05403-5718	(802) 863-1125
B/W Springfield Hotel	Owen Kasser	818 Charlestown Rd	Springfield	VT	05156-9127	(802) 885-4516
B/W Plus Waterbury - Stowe	Conrad F. Hall	45 Blush Hill Rd	Waterbury	VT	05676-9067	(802) 244-7822
B/W Plus Aberdeen	Jasvir Singh Dhaliwal	701 E Heron St	Aberdeen	WA	98520-2904	(360) 537-7460
B/W Plus Arlington/Marysville	Bhawan Preet	3721 172nd St	Arlington	WA	98223-7735	(360) 363-4321
B/W Plus Mountain View Auburn Inn	Won Sang Cho	401 8th St SW	Auburn	WA	98001-5901	(253) 887-7600
B/W Plus Battle Ground Inn & Suites	Parth Patel	1419 W Main St	Battle Ground	WA	98604-9830	(360) 687-8881
B/W Plus Bellingham	Ming Nin Zen	3985 Bennett Dr	Bellingham	WA	98225-1027	(360) 676-7700
B/W Plus Park Place Inn & Suites	Daniel Robert Mitzel	201 Interstate Ave	Chehalis	WA	98532-3701	(360) 748-4040
B/W Plus The Inn at Hells Canyon	Thomas (Tom) George Denlea	1395 Bridge St	Clarkston	WA	99403-2331	(509) 295-8215
B/W Snowcap Lodge	Sanjay V. Pitroda	809 W Davis St	Cle Elum	WA	98922-1086	(509) 674-0200
B/W Wheatland Inn	Thomas (Tom) George Denlea	701 N Main St	Colfax	WA	99111-2120	(509) 397-0397
B/W Plus Dayton Hotel & Suites	Kamaljit Singh	507 E Main St	Dayton	WA	99328-1440	(509) 382-4790
B/W Liberty Inn DuPont	Derrick Chong	1400 Wilmington Dr	DuPont	WA	98327-8770	(253) 912-8777
B/W Plus Edmonds Harbor Inn	Mark L. Raden	130 W Dayton St	Edmonds	WA	98020-4130	(425) 771-5021
B/W Plus Ellensburg Hotel	Torre Morgal	211 W Umptanum Rd	Ellensburg	WA	98926-9672	(509) 925-4244
B/W Rama Inn	Sanjay Verma	1818 Basin St. SW	Ephrata	WA	98823-2100	(509) 754-7111
B/W Cascadia Inn	Bhawan Preet	2800 Pacific Ave	Everett	WA	98201-4528	(425) 258-4141
Executive Residency by Best Western Navigator Inn & Suites	Shaiza Damji	10210 Evergreen Way	Everett	WA	98204-3861	(425) 347-2555
B/W Wesley Inn & Suites	Sue Anne Braaten	6575 Kimball Dr	Gig Harbor	WA	98335-1227	(253) 858-9690
B/W Aladdin Inn	Michael S. Lee	310 Long Ave	Kelso	WA	98626-1114	(360) 425-9660
B/W Plus Kennewick Inn	Kamaljit Singh	4001 W 27th Ave	Kennewick	WA	99337-2422	(509) 586-1332
B/W Plus Plaza by the Green	Scott A. Brown	24415 Russell Rd	Kent	WA	98032-1787	(253) 854-8767
B/W Plus Lacey Inn & Suites	Paul Chung	8326 Quinault Dr NE	Lacey	WA	98516-5831	(360) 456-5655
B/W Lakewood	Gene Thomas Giegoldt	6125 Motor Ave SW	Lakewood	WA	98499-1528	(253) 584-2212
B/W Plus Liberty Lake Inn	Ranjit S. Gara	1816 N Pepper Ln	Liberty Lake	WA	99019-9511	(509) 755-1111
B/W Long Beach Inn	Harjinder Singh Virk	500 Ocean Beach Blvd S	Long Beach	WA	98631-4070	(360) 642-8988
B/W Alderwood	William S. Kang	19332 36th Ave W	Lynnwood	WA	98036-5710	(425) 775-7600
B/W Sky Valley Inn	John Schreiner	19233 State Route 2	Monroe	WA	98272-1513	(360) 794-3111

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B/W Plus Lake Front Hotel	Paramjeet K. Brar	3000 W Marina Dr	Moses Lake	WA	98837-2946	(509) 765-9211
B/W Plus Skagit Valley Inn and Convention Center	Okae Lee	2300 Market St	Mount Vernon	WA	98273-5449	(360) 428-5678
B/W Plus Oak Harbor Hotel & Conference Center	Robert A. Lundstrom	33175 State Route 20	Oak Harbor	WA	98277-8713	(360) 679-4567
B/W Plus Peppertree Inn at Omak	Khara Nixon	820 Koala Ave	Omak	WA	98841-9744	(509) 240-9281
B/W Premier Pasco Inn & Suites	Onkaar Dhaliwal	2811 N 20th Ave	Pasco	WA	99301-3396	(509) 543-7722
B/W Plus The Inn at Horse Heaven	Thomas (Tom) George Denlea	259 Merlot Dr	Prosser	WA	99350-9533	(509) 786-7977
B/W Premier Plaza Hotel & Conference Center	Marlo G. Hollander	620 South Hill Park Dr	Puyallup	WA	98373-1423	(253) 848-1500
B/W Plus Renton Inn	Harjinder Singh Virk	1850 Maple Valley Hwy	Renton	WA	98057-3958	(425) 226-7600
B/W Bronco Inn	Amy Jo GALBREATH	105 Galbreath Way	Ritzville	WA	99169-2126	(509) 659-5000
B/W Plus Pioneer Square Hotel Downtown	Bart Seidler	77 Yesler Way	Seattle	WA	98104-2530	(206) 340-1234
B/W Seattle Airport Hotel	Scott A. Brown	20717 International Blvd	Seattle	WA	98198-5808	(206) 878-3300
B/W Plus Silverdale Beach Hotel	Kishan Reddy Kandula	3073 NW Bucklin Hill Rd	Silverdale	WA	98383-9190	(360) 698-1000
B/W Plus City Center	Meredith S. Rainville	33 W Spokane Falls Blvd	Spokane	WA	99201-0120	(509) 623-9727
B/W Plus Peppertree Airport Inn	Rita Jean Santillanes	3711 S Geiger Blvd	Spokane	WA	99224-5416	(509) 624-4655
B/W Plus Spokane North	Jackie Lee Neves	9601 N Newport Hwy	Spokane	WA	99218-1220	(509) 468-5020
B/W Plus Grapevine Inn	Thomas (Tom) George Denlea	1849 Quail Ln	Sunnyside	WA	98944-9402	(509) 839-6070
B/W Plus Tacoma Hotel	Parwinder Dhanda	8045 S Hosmer St	Tacoma	WA	98408	(253) 753-9100
B/W Tumwater-Olympia Inn	Anmol Singh	5188 Capitol Blvd SE	Tumwater	WA	98501-4442	(360) 956-1235
B/W Inn of Vancouver	Pradeep T. Patel	11506 NE 3rd St	Vancouver	WA	98684-5078	(360) 254-4000
B/W Plus Vancouver Mall Dr. Hotel & Suites	Harjinder Singh Virk	9420 NE Vancouver Mall Dr	Vancouver	WA	98662-6172	(360) 256-0707
B/W Premier Hotel at Fisher's Landing	James Pliska	1500 SE 167th Ave	Vancouver	WA	98683	(360) 891-1000
B/W Plus Walla Walla Suites Inn	Kay F. Wessel	7 E Oak St	Walla Walla	WA	99362-1959	(509) 525-4700
B/W Plus Port of Camas-Washougal Convention Center	Balraj Singh	121 S 2nd St	Washougal	WA	98671-2109	(360) 835-9292
B/W Chieftain Inn	Jagroop Virk	1017 N Wenatchee Ave	Wenatchee	WA	98801-1574	(509) 665-8585
B/W Plus Wenatchee Downtown Hotel	Sushil Verma	815 N Wenatchee Ave	Wenatchee	WA	98801-2063	(509) 662-1700
B/W Woodland Inn	Joseph Kim	1380 Atlantic Ave	Woodland	WA	98674-8457	(360) 225-1000
B/W Plus Ahtanum Inn	Thomas (Tom) George Denlea	2408 Rudkin Rd	Yakima	WA	98903-1610	(509) 248-9700
B/W Plus Yakima Hotel	Amarjit Singh Khunkhun	1614 N 1st St.	Yakima	WA	98901-1704	(509) 453-8898
B/W Plus Vintage Valley Inn	Thomas (Tom) George Denlea	911 Vintage Valley Pkwy	Zillah	WA	98953-9608	(509) 829-3399
B/W Plus Appleton Airport/Mall Hotel	Kunal Patel	1565 N. Federated Dr	Appleton	WI	54913-8504	(920) 560-3000
EOD Spring 2022 Appleton North	Kamlesh Patel	3900 N Gateway Dr	Appleton	WI	54913-7863	(920) 968-2124
B/W The Hotel Chequamegon	Paul Jason Kaz	101 Lake Shore Dr W	Ashland	WI	54806-1646	(715) 682-9095
B/W Stanton Inn	Dilip Patel	1101 E Chestnut St	Chilton	WI	53014-1601	(920) 849-3600
B/W Dodgeville Inn & Suites	Dev Patel	1130 N Johns St	Dodgeville	WI	53533-1280	(608) 935-7739
B/W Derby Inn	Brian Park	US Highway 45 N	Eagle River	WI	54521-8033	(715) 479-1600
B/W Eau Claire South	Priyank Patel	3614 Gateway Dr	Eau Claire	WI	54701-8186	(715) 832-7289
B/W Plus Eau Claire Conference Center	Travis J. Turner	3340 Mondovi Rd	Eau Claire	WI	54701-6131	(715) 838-9989
B/W Germantown Inn	Mukesh Dhanani	W190N10862 Commerce Cir	Germantown	WI	53022-3871	(262) 502-9750
B/W Green Bay Inn Conference Center	Chirag S. Dave	780 Armed Forces Dr	Green Bay	WI	54304-4528	(920) 499-3161
B/W Plus Hudson I-94	Ashvin Patel	1200 Gateway Blvd	Hudson	WI	54016-9705	(715) 386-6200
B/W Executive Inn Kenosha/Pleasant Prairie	Rajendrabhai Patel	7220 122nd Ave	Kenosha	WI	53142-7313	(262) 857-7699
B/W East Towne Suites	Kyle Andrew Schock	4801 Annamark Dr	Madison	WI	53704-7402	(608) 244-2020
B/W Plus InnTowner Madison	R. Brian Brandstetter	2424 University Ave	Madison	WI	53726-3811	(608) 233-8778
B/W Premier Park Hotel	Maureen A. Mullins	22 S Carroll St	Madison	WI	53703-3309	(608) 285-8000
B/W West Towne Suites	Sunny V. Patel	650 Grand Canyon Dr	Madison	WI	53719-1044	(608) 833-4200
B/W Riverfront Inn	Keith C. Wilson	1821 Riverside Ave	Marinette	WI	54143-1216	(715) 732-1000
B/W Park Oasis Inn	Rave H. Patel	1006 State Road 82 E	Mauston	WI	53948-2000	(608) 847-6255

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B/W Plus Menomonie Inn & Suites	Dev B. Patel	320 Oak Ave	Menomonie	WI	54751-1340	(715) 235-5664
B/W Plus Milwaukee Airport Hotel & Conference Center	Amin A. Amdani	5105 S Howell Ave	Milwaukee	WI	53207-6109	(414) 769-2100
B/W Plus Milwaukee West	Erik Unmuth	5501 W National Ave	Milwaukee	WI	53214-3414	(414) 671-6400
B/W Plus Concord Inn	Harmala S. Dassan	320 Front St	Minocqua	WI	54548	(715) 356-1800
B/W Premier Bridgewood Resort Hotel	Richard James Batley	1000 Cameron Way	Neenah	WI	54956-9807	(920) 720-8000
B/W Plus New Richmond Inn & Suites	Heena Brahmhatt	240 Paperjack Dr	New Richmond	WI	54017	(715) 243-5600
B/W Premier Waterfront Hotel & Convention Center	Richard James Batley	1 N Main St	Oshkosh	WI	54901-4810	(920) 230-1900
B/W Waukesha Grand	Virendrasinh J. Zala	2840 N Grandview Blvd	Pewaukee	WI	53072-5540	(262) 524-9300
B/W Plover-Stevens Point Hotel & Conference Ctr	Mazhar Abbas	5253 Harding Ave	Plover	WI	54467-9715	(715) 544-6200
B/W Resort Hotel & Conference Center	Vikash Patel	2701 County Road CX	Portage	WI	53901-9268	(608) 742-2200
B/W Inn	Rajendra B. Bhakta	2835 S Main St	Rice Lake	WI	54868-2937	(715) 234-7017
B/W Plus Wausau-Rothschild Hotel	Lal Patel	803 W Industrial Park Avenue	Rothschild	WI	54474-7900	(715) 355-8900
B/W Northwoods Lodge	Gerald Francis Gadke	23986 State Road 35	Siren	WI	54872	(715) 349-7800
B/W Plus Sparta Trail Lodge	Divyesh Patel	4445 Theater Rd	Sparta	WI	54656-5410	(608) 269-2664
B/W Spooner Riverplace	John Paul Henry	101 W Maple St	Spooner	WI	54801-1433	(715) 635-9770
B/W Maritime Inn	Hiren Pravinbhai Patel	1001 N 14th Ave	Sturgeon Bay	WI	54235-1225	(920) 743-7231
B/W Bridgeview Hotel	John Paul Henry	415 Hammond Ave	Superior	WI	54880-1140	(715) 392-8174
B/W Tomah Hotel	Quang Quach	1017 E McCoy Blvd	Tomah	WI	54660-3264	(608) 372-3211
B/W Watertown	Erik Unmuth	101 Aviation Way	Watertown	WI	53094-7412	(920) 262-1910
B/W Plus Wausau Tower Inn	Jayjeet M. Govardhan	201 N. 17th Ave.	Wausau	WI	54401-4224	(715) 845-4341
B/W Baraboo Inn	Darpesh L. Patel	725 W Pine St	West Baraboo	WI	53913-1057	(608) 356-1100
B/W Ambassador Inn & Suites	Darpesh L. Patel	610 S Frontage Rd	Wisconsin Dells	WI	53965-9674	(608) 254-4477
B/W Wittenberg Inn	Mahendrabhai Panchal	W17267 Red Oak Ln	Wittenberg	WI	54499-8450	(715) 253-3755
B/W Huntington Mall Inn	Vishnu A. Patel	3441 US Route 60 E	Barboursville	WV	25504-1608	(304) 736-9772
B/W Plus Beckley Inn	Vishnu A. Patel	125 Hylton Ln	Beckley	WV	25801-2672	(304) 252-8661
B/W Plus Bridgeport Inn	Yogesh M. Patel	100 Lodgeville Rd	Bridgeport	WV	26330-1635	(304) 842-5411
B/W Logan Inn	Vishnu A. Patel	47 Central Ave	Chapmanville	WV	25508-9572	(304) 831-2345
B/W Charleston	Sam Chang	1000 Washington St E	Charleston	WV	25301-1711	(304) 343-4661
B/W Downtown Casper Hotel	Adam Bondeson	123 W E St.	Casper	WY	82601-1818	(307) 439-2074
B/W Plus Casper Inn & Suites	Lawrence Travis Henjum	651 Granite Peak Dr	Casper	WY	82609-4569	(307) 472-1120
B/W Plus Frontier Inn	Jennifer K. Gipfert	8101 Hutchins Dr	Cheyenne	WY	82007-1847	(307) 638-8891
B/W Premier Ivy Inn & Suites	William C. Garlow	1800 8th St	Cody	WY	82414-4138	(307) 587-2572
B/W Sunset Inn	William C. Garlow	1601 8th St	Cody	WY	82414-4134	(307) 587-4265
B/W Dunmar Inn	Gerald David Rhode	1601 Harrison Dr	Evanston	WY	82930-3204	(307) 789-3770
B/W Tower West Lodge	Farid Aftab Khan	109 N US Highway 14-16	Gillette	WY	82716-3360	(307) 686-2210
B/W Devils Tower Inn	Christopher Kyle Walter	229 Highway 24	Hulett	WY	82720	(307) 467-5747
B/W Plus Fossil Country Inn & Suites	Ghulam Fareed	760 Highway 189/30	Kemmerer	WY	83101	(307) 877-3388
B/W Laramie Inn & Suites	Ketan Chaudhari	1767 N Banner Rd	Laramie	WY	82072-6794	(307) 745-5700
B/W Pioneer	Tom Wasserburger	731 S Main St	Lusk	WY	82225	(307) 334-2640
B/W Pinedale Inn	Rebecca McCoy	864 W Pine St	Pinedale	WY	82941	(307) 367-6869
B/W CottonTree Inn	David J. Petersen	2221 W. Spruce	Rawlins	WY	82301-5149	(307) 324-2737
B/W Outlaw Inn	Devin S. Singh	1630 Elk St	Rock Springs	WY	82901-4021	(307) 362-6623
B/W Sheridan Center	Karen E. Schumacher	612 N Main	Sheridan	WY	82801-3633	(307) 674-7421
B/W Plus Plaza Hotel	Jasmin Patel	116 E Park St	Thermopolis	WY	82443-2440	(307) 864-2939
B/W Torchlite	Margaret Cozad-Knickerbocker	1809 N 16th St	Wheatland	WY	82201-2241	(307) 322-4070

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Hotel Name	Member Name	Street	City	State	Zip Code
EOD Fall 2022 B/W Plus Mobile Inn & Suites	Hiralbahen Patel	600 W I65 Service Rd S	Mobile	AL	
B/W Shackleford	Rahul Patel	8 Shackleford Dr	Little Rock	AR	72211-2858
P/C-AR189	Charles Dawson	NW Quadrant of Columbia Rd 13 & US-82	Magnolia	AR	71753
EOD Winter 2023 B/W North Little Rock	Darshan Patel	4306 E McCain Blvd	North Little Rock	AR	72117-2517
P/C - AZ266	Ranjit Singh	Van Buren and Eliseo Felix Jr Way	Avondale	AZ	
EOD Fall 2022 B/W Bellemont Shadow Mountain Inn	Sunesh Tewari	12380 Interstate 40	Bellemont	AZ	86015-5087
Aiden by Best Western @ Flagstaff	Kunal Patel	2000 S Milton Rd	Flagstaff	AZ	86001-6314
EOD Winter 2024 BW Peoria Glendale	Anand Vashi	8955 W Grand Ave	Peoria	AZ	85345-8107
Egyptian Motor Hotel, BW Signature Collection	Anthony Klok	765 Grand Ave	Phoenix	AZ	85007
P/C - AZ269	Amar Kohli	Mockingbird St & Riggles Ave	Quartzsite	AZ	
Aiden by Best Western @ Sedona	Rebecca Driggs	2545 W Highway 89A	Sedona	AZ	86336
P/C - CA666	Kaushik Patel	Seneca Rd & US Hwy 395	Adelanto	CA	
P/C-CA650	Ramesh Ahir	SW Quadrant of Artesia Blvd and Clark Ave	Bellflower	CA	
EOD FALL 2022 Aiden by Best Western @ Santa Cruz Mountain	Bijal Patel	9733 Highway 9	Ben Lomond	CA	95005-9204
B/W Hesperia-Victorville Suites	Karan Bhatia	9625 Mariposa Rd	Hesperia	CA	92344-4606
P/C - CA630	Peter Kwong	995 N Broadway	Los Angeles	CA	
EOD Winter 2022 Hotel Xola, BW Signature Collection	Ramesh (Ron) Pitamber	24630 Sunnymead Blvd	Moreno Valley	CA	92553-3713
P/C-CA647	Gregory Pacheco	Black Oak Dr and 24th St	Paso Robles	CA	93446
P/C-CA677	Anjali Nanda Habbas	SW Quadrant of W Historic Rte 66 & N Cactus Ave	Rialto	CA	
EOD Summer 2024 Premier Sacramento Old Town	Juan Llaca	909 3rd St	Sacramento	CA	95814-2301
P/C-CA668	Rajinderjit Uppal	SE Quadrant of Elkhorn Blvd & Meister Way	Sacramento	CA	95835
B/W San Diego Zoo/SeaWorld Inn & Suites	Bharat Lall	2485 Hotel Circle Pl	San Diego	CA	92108-2813
P/C-CA679	Kusum Pitamber	1420 E Monte Vista Ave	Vacaville	CA	
P/C-CA591	Rajendra Patel	3980 Lake Rd	West Sacramento	CA	
EOD SPRING 2024 B/W Manchester Inn & Suites	Jaydeepku Gandhi	20 Taylor St	Manchester	CT	06042-1736
EOD Winter 2022 B/W Niantic Inn	Jignesh Patel	265 Flanders Rd	Niantic	CT	06357-1214
EOD SPRING 2023 B/W Yankee Pedlar Inn	Ashok Patel	93 Main St	Torrington	CT	06790-5306
EOD Spring 2023 Chateau by The Sea, BW Signature Collection	Dehn Blunt	12525 Front Beach Rd	Panama City Beach	FL	32407-3306
EOD Summer 2022 Sadie Best Western Hotel @ Tampa	Dylan Desai	1202 N Howard Ave	Tampa	FL	
EOD SureStay Plus Hotel by Best Western Vero Beach	Shamez Kassam	9330 19th Ln	Vero Beach	FL	32966-3070
P/C - GA373	James Hannon	SE Quadrant of Hwy 41 and Old Allatoona Rd SE	Emerson	GA	30137
B/W Plus Savannah Gateway	Vimal Desai	17 Gateway Blvd E	Savannah	GA	
EOD Summer 2023 B/W Glenview Inn-Chicagoland Inn and Suite	Lal Patel	4514 W Lake Ave	Glenview	IL	60026-1447
EOD Fall 2023 B/W Fremont I-69	Jignasabahen Patel	6245 N. Old 27	Fremont	IN	46737-8711
B/W Plus Greenwood/Indy South Inn	Mahesh Patel	1281 Southpark Dr	Greenwood	IN	
EOD Spring 2023 B/W Plus Airport Inn	Mihir Patel	23040 Lincoln Way W	South Bend	IN	
P/C-LA246	Jitendra Kumar	200 John Wesley Blvd	Bossier City	LA	
EOD Winter 2023 B/W Heritage Inn & Suites	Jayesh Patel	146 Heritage	Broussard	LA	70518-8046
EOD Spring 2023 BW Acadia Hotel	Dharmesh Patel	9565 Egan Hwy	Crowley	LA	70526-8109
B/W Iowa/Lake Charles East	Rajesh Patel	204 W Frontage Rd	Iowa	LA	70647-4031
EOD Winter 2021 Leesville-Ft. Polk Inn	Mayur Patel	122 Express Blvd	Leesville	LA	71446-5847
P/C-MA169	Ronen Drory	NW Quadrant of New Boston Dr & Turnpike St	Canton	MA	

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EOD WINTER 2022 B/W Methuen Inn	Ashok Patel	159 Pelham St.	Methuen	MA	01844-1567
P/C - MB021	Murray Parrott	NE Quadrant of Rutledge Rd & MB-5	Neepawa	MB	ROJ 1H0
EOD Winter 2023 B/W Plus Pocomoke City	Rameshbhai Patel	125 Newtowne Blvd	Pocomoke City	MD	
EOD Summer 2023 B/W Midtown Hotel	Hitesh Patel	3517 Main St	Kansas City	MO	64111-1922
P/C - MS209	Chintu Patel	SW Quadrant of Mid S Dr & Cockrun Rd	Olive Branch	MS	38654
P/C - MS211	Paresh Manusukha	NE Quadrant of I-20 and Indiana Ave.	Vicksburg	MS	
EOD Spring 2023 B/W Capital Area	Richard Gustin	701 N Washington St	Helena	MT	59601-3259
P/C - NC288	Parth Parmar	NW Quadrant of I-85 & Grand Lake Drive	Charlotte	NC	
EOD Fall 2023 Blue Water Inn & Suites, BWSC	Jignesh Patel	1565 NC Highway 210	N Topsail Beach	NC	28460-9148
EOD Fall 2022 Aiden by Best Western @ Fox Ridge	Ashok Patel	1979 White Mountain Hwy	North Conway	NH	03860-7104
P/C - NJ180	Thomas Schoonmaker	Route 15 & Interstate 80	Wharton	NJ	
EOD Winter 2021 Atlantis Hotel, BW Signature Collection	Osher Niyazov	3294 Atlantic Ave	Brooklyn	NY	11208-1919
P/C - NY298	Ya Quan Guan	4923 2nd Ave	Brooklyn	NY	11232-4222
EOD Spring 2023 B/W Hamburg/Orchard Park Inn	Anil Dholakiya	5442 Camp Rd	Hamburg	NY	14075-2749
P/C - NY296	Jasmin Patel	319 W 38th St	New York	NY	
B/W Syracuse Downtown Hotel and Suites	Hemant Patel	416 S Clinton St	Syracuse	NY	13202-1221
B/W Cambridge	Ankit Bhardwaj	2307 Southgate Pkwy	Cambridge	OH	43725-3035
B/W Plus Oklahoma City Northwest	Champak Patel	2811 NW Expressway	Oklahoma City	OK	
B/W Prime Inn & Suites	Jayesh Patel	1702 N Broadway St	Poteau	OK	74953-2631
P/C-ON282	William Windsor	NW Quadrant of County Rd 19 & Eastridge Rd	Walkerton	ON	NOG 2V0
P/C-OR224	Rajiv Malhan	NE Quadrant of Main St and I84	Boardman	OR	
B/W Lake Oswego Hotel & Suites	Heetan Patel	14905 Bangy Rd.	Lake Oswego	OR	97035-3201
B/W Grantville/Hershey	Girish Sheth	450 Station Rd.	Grantville	PA	17028-9148
P/C-PA263	Rajesh Sopariwala	NE Quadrant of Lickdale Rd and State Route 75	Jonestown	PA	
P/C-PR102	Roberto Kutcher Diaz	NE of Junction 695 & 694	Dorado	PR	
EOD Summer 2023 B/W Spartanburg Northwest	Harishyam Singh	110 Mobile Dr	Spartanburg	SC	29303-2025
P/C-TN314	Vivek Patel	NW Quadrant of Ski Mountain Rd and Ownby St	Gatlinburg	TN	
EOD Spring 2023 B/W Lebanon I-40	Krishna Patel	904 Murfreesboro Rd	Lebanon	TN	37090-5351
EOD Winter 2023 Grand Smokies Resort Lodge, BWPC	Currently Vacant	2385 Parkway	Pigeon Forge	TN	37863
P/C-TN317	Bipin Patel	SE Quadrant of US-441 & Indiana Ave	Pigeon Forge	TN	37863
P/C-TN316	Vivek Patel	NE Quadrant of Collier Dr & Hurley Dr	Sevierville	TN	
EOD Winter 2023 B/W Alice	Manish Gianchandani	2400 E Main St	Alice	TX	78332
EOD Spring 2023 B/W (name TBD)	Julio Grana	1985 N Expressway	Brownsville	TX	78520-8849
EOD Spring 2023 B/W Childress West Hotel	Kiran Bhakta	2008 Avenue F NW	Childress	TX	79201-2216
EOD Summer 2022 Hotel Corpus Christi Bayfront, BWPC	Balbir S. Gosal	601 N Water St	Corpus Christi	TX	78401-2327
P/C - TX956	Vinaybhai Bhakta	8705 E R L Thornton Fwy	Dallas	TX	
B/W Plus Fort Worth North	Denish Patel	3751 NE Loop 820	Fort Worth	TX	
EOD Spring 2022 B/W Champions Forest Inn and Suites	Ravishanker Mallapuram	4434 FM 1960 Rd W	Houston	TX	77068-3410
EOD Fall 2022 B/W Lubbock West Inn & Suites	Tariq Farooq	5310 Englewood Ave	Lubbock	TX	79424-1163
EOD Winter 2023 B/W Plus Rim North	Hiren Patel	25042 IH 10 W	San Antonio	TX	
P/C-TX885	Nimisha Patel	of N Loop 1604 W between N Hills Village Dr & Babco	San Antonio	TX	78249
P/C - TX921	Ashwin Gajera	SW Quadrant of Wolf Rd and 281 North	San Antonio	TX	
P/C-TX937	Arvind Gandhi	Frontage Rd and Laurel St	Van Horn	TX	

Membership Agreements Signed as of 11/30/22 But Hotel Not Yet Open

P/C - TX950	Suresh Reddy	SE Quadrant of Highway 287 and Harrison St	Vernon	TX	76384
EOD Spring 2023 B/W North Side Inn	Hinal Patel	1307 Kenley Ave	Wichita Falls	TX	76306-6125
EOD Summer 2022 B/W Union Park Inn	Prakash Patel	7048 S 900 E	Midvale	UT	84047-1722
P/C-UT161	Christopher Browne	1865 W North Temple	Salt Lake City	UT	84116-3044
P/C- UT168	Taranjit Singh	SW Quadrant of W Amelia Earhart Dr & N 5600 W	Salt Lake City	UT	
EOD Summer 2023 B/W Kings Dominion Hotel	Nandit Mehta	16220 International St	Doswell	VA	23047-1922
P/C-WA273	Paramjeet Brar	5600 Kitsap Way	Bremerton	WA	
P/C - WA280	Kamaljit Singh	SE Quadrant of Keene Rd & Lincoln Lndg	Richland	WA	99354
P/C-WA-258	Rod McClaskey	1818 Harvard Ave	Seattle	WA	
EOD Urban Suites Tukwila SureStay Collection by Best Western	Genwang Kevin Wen	14800 Interurban Ave S	Tukwila	WA	98168-4620

Left System Between 12/1/21 and 11/30/22

Hotel Name	Member Name	City	State	Phone
Plus Edgewater Hotel	Stuart Newmark	Seward	AK	(907) 224-2700
Sherwood Inn	Jay Michael Johnson	Clarksville	AR	(479) 754-7900
Eureka Inn	James P. Bullock	Eureka Springs	AR	(479) 253-9551
B/W Inn	Rajendra B. Bhakta	West Helena	AR	(870) 572-2592
Legacy Inn & Suites	Kevin Patrick Thorpe	Mesa	AZ	(480) 457-8181
U/C - AZ270	Robert Leon Eaton	Phoenix	AZ	
Seacliff Inn	Ruben Garza	Aptos	CA	(831) 688-7300
Plus Colony Inn	Denish Patel	Atascadero	CA	(805) 466-4449
EOD Fall 2022 Plus Bakersfield Central Hotel	Jaydev A. Patel	Bakersfield	CA	(661) 633-0333
P/C - CA-603	Nirmal Gill	Bakersfield	CA	
Plus Hollywood Hills Hotel	Bernard Adler	Hollywood	CA	(323) 464-5181
P/C-CA651	Hitendra Patel	Los Angeles	CA	
Plus Sutter House	Sandra K. Parker	Sacramento	CA	(916) 441-1314
Mission Bay	Robert Bruce Kleege	San Diego	CA	(619) 275-5700
Union Square	Shailendra Devdhara	San Francisco	CA	(415) 928-6800
Plus San Jose Convention Center	Shailendra Devdhara	San Jose	CA	(408) 298-3500
Plus San Pedro Hotel & Suites	Jun Zhou	San Pedro	CA	(310) 514-1414
Durango Inn & Suites	Scott Brunvand	Durango	CO	(970) 247-3251
B/W Manchester/Hartford	Ravi Nichani	Manchester	CT	(860) 643-5645
B/W University of Delaware/Newark Inn	Tarpan Patel	Newark	DE	(302) 453-1700
P/C-FL520	Osmania Diaz Fuentes	Doral	FL	
Ft. Walton Beachfront	Paul Curtis Gilray	Fort Walton Beach	FL	(850) 243-9444

Left System Between 12/1/21 and 11/30/22

P/C - FL512	Dheeraj Reddy	Orlando	FL	
Ashburn Inn	Parth Patel	Ashburn	GA	(229) 567-0080
B/W Premier Atlanta Airport North Hotel	Balbir S. Gosal	College Park	GA	(404) 400-5900
Premier Conyers	Ashish Thaker	Conyers	GA	(678) 964-2400
Cedar Rapids	Mahekkumar M. Patel	Cedar Rapids	IA	(319) 364-2000
Plus Antioch Hotel & Suites	Gerald Forsythe	Antioch	IL	(847) 395-3606
Plus Bolingbrook	Deepak Shah	Bolingbrook	IL	(630) 226-1669
P/C-IL285	Manoj Mahapatra	McCook	IL	
Premier Chicago O'Hare	Eric Chang	Rosemont	IL	
Fremont	Ashik Patel	Fremont	IN	(260) 833-6464
Plus Indianapolis Downtown	Yagnesh Patel	Indianapolis	IN	(317) 638-0327
Overland Park Hotel	David Nedunilam	Overland Park	KS	(913) 648-7858
Wichita North	Loren H. Unruh	Wichita	KS	(316) 832-9387
Wichita Northeast	Manish Patel	Wichita	KS	(316) 634-3900
Plus Executive Residency Ascension Hotel	Nileshkumar N. Patel	Gonzales	LA	(225) 828-3933
Sadie B/W Hotel @ Inner Harbor	Hung D. Tran	Baltimore	MD	(443) 438-1410
Holiday Inn Express & Suites Canton	Naranbhai Ranchhodbhai Pate	Canton	MI	(734) 721-5500
Plus Grand Castle Inn & Suites Grand Rapids West	Sureshbhai Prabhudas Patel	Grandville	MI	(616) 532-5832
Kalamazoo Airport Inn & Suites	J. Mark Antolik	Kalamazoo	MI	(269) 379-0770
Premier Saline-Ann Arbor	Mark Kuykendall	Saline	MI	
Executive Residency Detroit Southfield Hotel	Jagdish J. Patel	Southfield	MI	(248) 358-7600

Left System Between 12/1/21 and 11/30/22

Plus Minneapolis-Northwest	Shehzad Malik	Brooklyn Center	MN	(763) 566-7500
Plus Capitol Ridge	Andrew Schweizer	Saint Paul	MN	(651) 227-8711
Plus St. Louis West - Fenton	Jitendra Parbhu	Fenton	MO	(636) 349-4444
Plus Seville Plaza Hotel	Douglas R. Gamble	Kansas City	MO	(816) 561-9600
Laurel Inn	Anuj B Patel	Laurel	MS	(601) 425-4455
Plus Elizabeth City Inn & Suites	Riken Patel	Elizabeth City	NC	(252) 331-7751
Old Mill Inn	Nasim Kamal	Omaha	NE	(402) 431-1246
Princeton Manor Inn & Suites	Priya Patel	Monmouth Junction	NJ	(732) 329-4555
name TBD	Kruti Patel	West Long Branch	NJ	(732) 403-8700
Monroe Inn & Suites	Mital Rajesh Chheda	Williamstown	NJ	(856) 340-7900
NM162	Asif Farooq	Hobbs	NM	(575) 704-7318
Far Rockaway/JFK Airport Area Hotel	Joga Singh Hayre	Far Rockaway	NY	(718) 925-4285
Premier name TBD	Frank T.B. Chen	Long Island City	NY	(718) 543-8686
Plus West Akron Inn & Suites	Ram Lavani	Akron	OH	(330) 670-0888
Plus Executive Residency Columbus/Worthington	Sanjay M. Patel	Columbus	OH	(614) 885-0799
Executive Suites - Columbus East	Nilesh S. Bhavsar	Pickerington	OH	(614) 860-9804
Plus The Rockford	Chandrakant L. Patel	Youngstown	OH	(330) 544-0300
Plus Downtown Tulsa/Route 66 Hotel	Neel Jain	Tulsa	OK	(918) 794-6000
Comfort Inn	Vijay Joshi	New Stanton	PA	(267) 394-3621

Left System Between 12/1/21 and 11/30/22

Comfort Inn	Vijay Joshi	West Mifflin	PA	(267) 394-3621
Plus Grand Strand Inn & Suites	Brian Anderson	Myrtle Beach	SC	(843) 448-1461
PC - TN296	Rajendra Narsinh Patel	Murfreesboro	TN	
Plus Blanco Luxury Inn & Suites	Bharat Patel	Blanco	TX	(830) 833-5697
Market Center	Parimal Patidar	Dallas	TX	(214) 741-9000
P/C-TX915	Kurt Schlunegger	Fredericksburg	TX	
Hondo Inn	Savan Bhakta	Hondo	TX	(830) 426-4466
B/W Windsor Suites	Terry B. Dill	Houston	TX	(281) 807-4007
Irving Inn & Suites at DFW Airport	Kamlesh Patel	Irving	TX	(972) 790-2262
Inn of Kilgore	Divyaneer Patel	Kilgore	TX	(903) 986-1195
Plus La Porte Inn & Suites	Babu P. Patel	La Porte	TX	(281) 842-9888
B/W Marble Falls Inn	Snehal Patel	Marble Falls	TX	(830) 693-5122
Plus Medical Center	Da Wei Jin	San Antonio	TX	(210) 684-9966
Plus Schulenburg Inn & Suites	Dipak Dhirajlal Patel	Schulenburg	TX	(979) 743-2030
Plus Wylie Inn	Mir Iqbal Hossain	Wylie	TX	(972) 429-1771
P/C-VA245	Craig Jackson	Bowling Green	VA	
Plus Sandcastle Beachfront Hotel	dkpatel115@yahoo.com	Virginia Beach	VA	(757) 428-2828
Heritage Inn	Ajmer Singh	Bellingham	WA	(360) 647-1912
Lighthouse Suites Inn	Xinyu Wang	Ocean Shores	WA	(360) 289-2311
Plus Campus Inn	Cheryl Batinich Goldberg	River Falls	WI	(715) 425-1045

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

Transferred Hotel Between 12/1/21 and 11/30/22

Hotel Name	Member Name	City	State	Phone
B/W Plus Daphne Inn & Suites	Nilay A Patel	Daphne	AL	(251) 625-6260
B/W Plus Two Rivers Hotel & Suites	Hugh V. Overmyer	Demopolis	AL	(334) 289-2611
B/W Inn	Rajendra B. Bhakta	Russellville	AR	(479) 967-1000
B/W Green Valley Inn	Suhrobdjon (Suhrob) Mahmudov	Green Valley	AZ	(520) 625-2250
B/W Arizonian Inn	Jean-Michel Rizk	Holbrook	AZ	(928) 524-2611
B/W Superstition Springs Inn	Bhupendrakumar Rohit	Mesa	AZ	(480) 641-1164
B/W Plus at Lake Powell	Sundip Patel	Page	AZ	(928) 645-5988
B/W InnSuites Phoenix Hotel & Suites	Arpit Ashokbhai Patel	Phoenix	AZ	(602) 997-6285
B/W Prescottonian	Amariah Olson	Prescott	AZ	(928) 445-3096
B/W Tucson Int'l Airport Hotel & Suites	Mohkam Bath	Tucson	AZ	(520) 746-3932
B/W Anderson Inn	Ankit Panchal	Anderson	CA	(530) 365-2753
B/W Golden Key	Naymesh Waland	Auburn	CA	(530) 885-8611
B/W Desert Villa Inn	Sakib Rahman	Barstow	CA	(760) 256-1781
B/W Moreno Hotel & Suites	Harshit Italia	Moreno Valley	CA	(951) 924-4546
B/W Colorado River Inn	Unmesh Mehta	Needles	CA	(760) 326-4552
B/W Plus Meridian Inn & Suites, Anaheim-Orange	Devang Patel	Orange	CA	(714) 740-2700
B/W Plus John Jay Inn & Suites	Shamir Patel	Palmdale	CA	(661) 575-9322
B/W Palm Garden Inn	Chirag Patel	Westminster	CA	(714) 373-3200
B/W Turquoise Inn & Suites	Purvish Soni	Cortez	CO	(970) 565-3778
B/W Plus Deer Park Hotel and Suites	Vamsidar Malgireddy	Craig	CO	(970) 824-9282
B/W Greeley	Mary Yeuwoon Ki	Greeley	CO	(970) 330-7495
B/W Movie Manor	Shital Patelia	Monte Vista	CO	(719) 852-5921
B/W Sundowner	Atul Shah	Sterling	CO	(970) 522-6265
B/W Plus Fairfield Hotel	Mahendra H Patel	Fairfield	CT	(203) 659-2200
B/W Plus North Haven Hotel	Irshad Sideeka	North Haven	CT	(203) 239-6700
B/W Apalach Inn	Jason Bogan	Apalachicola	FL	(850) 653-9131
B/W Crossroads Inn	Ajay Makwana	DeFuniak Springs	FL	(850) 892-5111
B/W Premier Jacksonville Hotel	Joseph Kelley	Jacksonville	FL	(904) 281-9700
B/W Plus Madison	Reepal Mehta	Madison	FL	(850) 973-2020

Transferred Hotel Between 12/1/21 and 11/30/22

B/W New Smyrna Beach Hotel & Suites	Shawn Gracey	New Smyrna Beach	FL	(386) 426-0020
B/W Airport Inn & Suites	Hitesh Patel	Orlando	FL	(843) 574-0911
B/W Acworth Inn	Bhargav Acharya	Acworth	GA	(770) 974-0116
B/W Hiram Inn & Suites	Vasu Patel	Hiram	GA	(770) 222-9494
B/W Shenandoah Inn	Avadhesh (Avi) Patel	Newnan	GA	(770) 304-9700
B/W Plus Steeplegate Inn	Mayur Narendrasinh Solanki	Davenport	IA	(563) 386-6900
B/W Plus Dubuque Hotel & Conference Center	Navjot Sidhu	Dubuque	IA	(563) 557-8000
B/W Pioneer Inn & Suites	Mayank Patel	Grinnell	IA	(641) 236-6116
B/W Pearl City Inn	Robert S. Jaeger	Muscatine	IA	(563) 316-7700
B/W Edgewater Resort	Brian Averill	Sandpoint	ID	(208) 263-3194
B/W River North Hotel	Carin Rae Levee	Chicago	IL	(312) 467-0800
B/W Regency Inn	Dinesh Baldawa	Danville	IL	(217) 446-2111
B/W Flora Inn	Nikhil Ahuja	Flora	IL	(618) 662-3054
B/W Plus O'Hare International South Hotel	Pushpakkumar Panchal	Franklin Park	IL	(847) 233-9292
B/W Airport Inn	Bharat V. Patel	Moline	IL	(309) 762-9191
B/W Plus Pontoon Beach	Shaileshkumar Patel	Pontoon Beach	IL	(618) 512-1314
B/W Inn & Suites	Simranjit Singh Dosanjh	Elkhart	IN	(574) 262-8761
B/W Luxbury Inn Fort Wayne	Yuan Qing Chen	Fort Wayne	IN	(260) 436-0242
B/W Martinsville Inn	Rashmin Patel	Martinsville	IN	(765) 342-1842
B/W Plus Mishawaka Inn	Umesh Singh	Mishawaka	IN	(574) 273-2309
B/W Muncie	Dinkar Patel	Muncie	IN	(765) 282-0600
B/W Plus Warsaw	Anup Patel	Warsaw	IN	(574) 268-1600
B/W Plus Night Watchman Inn & Suites	Roy Patel	Greensburg	KS	(620) 723-2244
B/W Governors Inn & Suites	Naseer Ahmed	Wichita	KS	(316) 522-0775
B/W Louisville East Inn & Suites	Umang Yogendra Patel	Louisville	KY	(502) 499-0000
B/W Shelbyville Lodge	Sunny Patel	Shelbyville	KY	(502) 633-4400
B/W Winchester Hotel	Jigneshkumar Pravinbhai Gandhi	Winchester	KY	(859) 744-7210
B/W Covington	Dhavaikumar Rasiklal Patel	Covington	LA	(985) 892-2681
B/W Bayou Inn & Suites	Paul Singh	Lake Charles	LA	(337) 990-5325
B/W Plus Prien Lake Inn & Suites	Gurtej Singh	Lake Charles	LA	(337) 477-5900

Transferred Hotel Between 12/1/21 and 11/30/22

B/W Oakdale Inn	Ravikumar Patel	Oakdale	LA	(318) 335-3155
B/W Rayne Inn	Kishan Patel	Rayne	LA	(337) 334-0060
B/W Plus Airport Inn & Suites	Manojkumar Patel	Shreveport	LA	(318) 635-2005
B/W Plus of Birch Run/Frankenmuth	Bhavesh Dhulabhai Patel	Birch Run	MI	(989) 624-9395
B/W Alexandria Inn	Raj Patel	Alexandria	MN	(320) 762-5161
B/W Plus Bloomington Hotel	Shawn Punjwani	Bloomington	MN	(952) 854-8200
B/W Independence Kansas City	Pratikshya KC	Independence	MO	(816) 795-1616
B/W Executive Suites	Mitul Kumar Patel	Columbus	MS	(662) 329-2255
B/W New Albany	Vishal Patel	New Albany	MS	(662) 598-0123
B/W Plus Philadelphia-Choctaw Hotel and Suites	Murad Ali Budhwani	Philadelphia	MS	(601) 656-9484
B/W Plus Edmundston Hotel	Simon Blouin	Edmundston	NB	(506) 739-0000
B/W Shallotte / Ocean Isle Beach Hotel	Joga Reddy Arjula	Shallotte	NC	(910) 754-3044
B/W Roosevelt Place Hotel	Kody Devlin	Bismarck	ND	(701) 751-2550
B/W Atlantic City Hotel	Dhruvesh Patel	Atlantic City	NJ	(609) 344-7116
B/W Plus Las Vegas West	Jackie Lee Neves	Las Vegas	NV	(702) 256-3766
B/W Clifton Park	Muhammad Afzaal	Clifton Park	NY	(518) 371-1811
B/W Airport Inn & Suites Cleveland	Ashish Patel	Cleveland	OH	(216) 267-9364
B/W Mason Inn	Maftuna Zohidova	Mason	OH	(513) 336-7911
B/W Plus Choctaw Inn & Suites	Vasant Patel	Choctaw	OK	(405) 281-6111
B/W El Reno	Sheena Collins	El Reno	OK	(405) 262-6490
B/W Dallas Inn & Suites	Parminder Singh Bassi	Dallas	OR	(503) 623-6000
B/W Salbasgeon Inn & Suites of Reedsport	Bhawna Churi	Reedsport	OR	(541) 271-4831
B/W Plus Ocean View Resort	Kyle Rolfe	Seaside	OR	(503) 738-3334
B/W Wilsonville Inn & Suites	Diptesh Patel	Wilsonville	OR	(503) 570-9700
B/W Airport Inn & Suites	Hitesh Patel	North Charleston	SC	(843) 574-0911
B/W Graham's	Yoginkumar Patel	Murdo	SD	(605) 669-2441
B/W Plains Motel	Matthew Anderson	Wall	SD	(605) 279-2145
B/W Dickson	Pinal S Patel	Dickson	TN	(615) 446-0541
B/W Spring Hill Inn & Suites	Keyur Patel	Spring Hill	TN	(931) 486-1234
B/W Borger Inn	Jignesh Domadia	Borger	TX	(806) 464-6938

Transferred Hotel Between 12/1/21 and 11/30/22

B/W Plus Riata	Jayantkumar Patel	Brownwood	TX	(325) 203-5400
B/W Red River Inn	Haresh Surti	Burkburnett	TX	(940) 569-9707
B/W Plus Addison/Dallas Hotel	Mitesh Patel	Dallas	TX	(972) 701-0881
B/W Plus Texoma Hotel & Suites	Nooruddin (Nick) Dharani	Denison	TX	(903) 327-8883
B/W Sunland Park Inn	Parthiv Patel	El Paso	TX	(915) 259-8625
B/W Regency Inn & Suites	Darshan Joshi	Gonzales	TX	(830) 672-5555
B/W Executive Inn	Ghanshyam Parmar	Hallettsville	TX	(361) 798-9200
B/W Plus Houston I-45 North Inn & Suites	Chenglun Huang	Houston	TX	(832) 230-1495
B/W Galleria Inn & Suites	Chad Thomas Cobb	Houston	TX	(713) 783-8388
B/W Houston Bush Intercontinental Airport Inn	Vijay Borra	Humble	TX	(281) 446-0343
B/W Jacksonville Inn	Ajay Patel	Jacksonville	TX	(903) 586-0007
B/W Plus Lytle Inn & Suites	Meir Levin	Lytle	TX	(830) 772-4949
B/W Plus McKinney Inn & Suites	Karnail Singh	McKinney	TX	(972) 548-3000
B/W Plus Pflugerville Inn & Suites	Danielle Schneider	Pflugerville	TX	(512) 600-3300
B/W Round Rock	Agrama Madukanganee Mannapperuma	Round Rock	TX	(512) 255-3222
B/W Plus Fiesta Inn	Devon Patel	San Antonio	TX	(210) 696-2400
B/W Plus Shamrock Inn & Suites	Sharm Patel	Shamrock	TX	(806) 256-1001
B/W Beachside Inn	Pankajkumar Patel	South Padre Island	TX	(956) 761-4919
B/W Plus Victoria Inn & Suites	Bipinchandra Patel	Victoria	TX	(361) 485-2300
B/W Butch Cassidy Inn	Stephanie Van Drimmelen	Beaver	UT	(435) 438-2438
B/W Plus Zion West Hotel	Upendra Mehta	La Verkin	UT	(435) 635-0277
B/W Inn Tooele	Taranjit Singh	Tooele	UT	(435) 882-5010
B/W Kilmarnock Hotel	Hemal Patel	Kilmarnock	VA	(804) 436-1500
B/W Williamsburg Historic District	Jay Patel	Williamsburg	VA	(757) 229-4100
B/W Plus Crossroads Inn & Suites	Hitesh Patel	Zion Crossroads	VA	(540) 832-1700
B/W Liberty Inn DuPont	Derrick Chong	DuPont	WA	(253) 912-8777
B/W Rama Inn	Sanjay Verma	Ephrata	WA	(509) 754-7111
B/W Plus Kennewick Inn	Kamaljit Singh	Kennewick	WA	(509) 586-1332
B/W Sky Valley Inn	John Schreiner	Monroe	WA	(360) 794-3111
B/W Premier Pasco Inn & Suites	Onkaar Dhaliwal	Pasco	WA	(509) 543-7722
B/W Woodland Inn	Joseph Kim	Woodland	WA	(360) 225-1000
B/W Plus Yakima Hotel	Amarjit Singh Khunkhun	Yakima	WA	(509) 453-8898

Transferred Hotel Between 12/1/21 and 11/30/22

B/W Stanton Inn	Dilip Patel	Chilton	WI	(920) 849-3600
B/W Derby Inn	Brian Park	Eagle River	WI	(715) 479-1600
B/W Executive Inn Kenosha/Pleasant Prairie	Rajendrabhai Patel	Kenosha	WI	(262) 857-7699
B/W West Towne Suites	Sunny V. Patel	Madison	WI	(608) 833-4200
B/W Park Oasis Inn	Rave H. Patel	Mauston	WI	(608) 847-6255
B/W Plus Sparta Trail Lodge	Divyesh Patel	Sparta	WI	(608) 269-2664
B/W Spooner Riverplace	John Paul Henry	Spooner	WI	(715) 635-9770
B/W Tomah Hotel	Quang Quach	Tomah	WI	(608) 372-3211
B/W Devils Tower Inn	Christopher Kyle Walter	Hulett	WY	(307) 467-5747
B/W Laramie Inn & Suites	Ketan Chaudhari	Laramie	WY	(307) 745-5700

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

EXHIBIT H TO FDD

STATE ADDENDA TO DISCLOSURE DOCUMENT

ADDITIONAL DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF BEST WESTERN INTERNATIONAL, INC.

The following are additional disclosures for the Franchise Disclosure Document of Best Western International, Inc. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA

1. The following paragraph is added at the end of Item 3 of the Disclosure Document:

Except as disclosed above, neither 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 and Exchange Act of 1934, 15 U.S.C.A. Section 78a *et seq.*, suspending or expelling such person from membership in such association or exchange.

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

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

4. The Item 6 chart row entitled “Interest” is replaced with the following:

Interest	18% (10% in California)	Payable monthly by the 15th day of the following month.	You must pay service charges if you do not make any payment to us or our affiliates when due.
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5. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of a franchise. If the Membership Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control.

Material Modification. California Corporations Code, Section 31125 requires a franchisor to give the franchisee 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.

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

ILLINOIS

Illinois law governs the agreements between the parties to this license.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

1. The “Summary” section of Item 17(v), entitled **Choice of forum**, of the Disclosure Document is amended by adding the following:

Although you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The “Summary” section of Item 17(w), entitled **Choice of law**, of the Disclosure Document is deleted and replaced with the following:

Except as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, the Membership Agreement will be governed by the laws of the State of Arizona without recourse to Arizona conflicts of law principles.

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

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MICHIGAN

The following language is added before the “Table of Contents” page of the Disclosure Document:

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives 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 franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchisee's 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 agreement 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 or ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL. ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

State of Michigan
Office of the Attorney General
Consumer Protection Division
Attention: Franchise Section
670 Law Building
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

1. The Item 6 chart row entitled “ACH Processing Charge” is replaced with the following to meet the requirements of Minnesota Statute 604.113 regarding the maximum allowable amount of the fee chargeable for insufficient payments:

ACH Processing Charge	\$30	Payable monthly by the 15th day of the following month.	Payable if we have to resubmit an ACH payment to the bank after an initial ACH payment is rejected for insufficient funds.
-----------------------	------	---	--

2. The following language is added to the end of Item 13:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), we will protect your right to use the Best Western Identifying Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Best Western Identifying Marks.

3. The following is added at the end of the chart in Item 17:

With respect to licenses governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Membership Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Membership Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Minn. Rule Part 2860.4400J might prohibit a member from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions in our Membership Agreement to the extent the law allows.

NEW YORK

1. The following is added to the Specific Risks to Consider About This Franchise Page of the Disclosure Document as an additional Risk Factor:

FEES ARE SUBJECT TO CHANGE BY THE LICENSOR WITHOUT LIMITATION. YOUR INABILITY TO PAY THOSE FEES MAY RESULT IN TERMINATION OF YOUR LICENSE AND LOSS OF YOUR INVESTMENT.

2. The following information is added to the Specific Risks to Consider About This Franchise Page of the 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 LICENSE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE LICENSOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE LICENSOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE MEMBER TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

3. The following paragraphs are added at the beginning of Item 3 of the Disclosure Document:

Except as provided below, neither we, any predecessor, any person identified in Item 2, or an affiliate offering licenses under our principal trademark:

(a) has an administrative, criminal, or civil action pending against us, it, him, or her 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) 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) 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 been held liable in a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable allegations.

(d) is subject to a currently effective injunctive or restrictive order or decree relating to the membership, or under a federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, as a result of 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.

4. The following paragraph is added at the beginning of Item 4 of the Disclosure Document:

Except as described below, neither we nor any of our affiliates, predecessors, or officers identified in Item 2 have, during the 10-year period immediately preceding the date of the Disclosure Document: (a) filed as debtor (or had filed against us, it, him, or her) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy code; (b) obtained a discharge of our, its, his, or her debts under the U.S. Bankruptcy Code or any foreign 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 any foreign bankruptcy code or that obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy code during or within 1 year after the officer or general partner held this position in the company or partnership.

5. The following is added at the end of Item 5 of the Disclosure Document:

The Entrance Fee constitutes part of our general operating funds and will be used as such in our discretion.

6. The first paragraph of the Item 17 chart is deleted and replaced with the following:

EACH TABLE BELOW LISTS CERTAIN IMPORTANT PROVISIONS OF THE MEMBERSHIP AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

7. The “Summary” sections of Items 17(c), entitled **Requirements for Member to renew or extend**, and 17(m), entitled **Conditions for licensor approval of transfer**, of the Membership Agreement chart in the Disclosure Document are amended by adding the following:

, provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, 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 GBL Sections 687.4 and 687.5 be satisfied.

8. The “Summary” section of Item 17(d), entitled **Termination by Member**, of the Membership Agreement chart in the Disclosure Document is amended by adding the following:

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

9. The “Summary” sections of Items 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the Membership Agreement chart in the Disclosure Document are amended by adding the following:

This choice of law and forum should not be considered a waiver of any right conferred upon you by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

10. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if you are domiciled in and the license will be operated in New York. We are required to furnish a New York prospectus to every prospective member who is protected under the New York General Business Law, Article 33.

NORTH DAKOTA

1. The “Summary” sections of Items 17(c), entitled **Requirements for Member to renew or extend**, and 17(m), entitled **Conditions for licensor approval of transfer**, of the Membership Agreement charts in the Disclosure Document are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The “Summary” sections of Item 17(i), entitled **Member’s obligations on termination/non-renewal**, of the Membership Agreement chart in the Disclosure Document is amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, Licensor and Member agree to enforce these provisions to the extent the law allows.

3. The “Summary” sections of Item 17(v), entitled **Choice of Forum**, of the Membership Agreement charts in the Disclosure Document is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, Member may bring an action in North Dakota.

4. The “Summary” sections of Item 17(w), entitled **Choice of law**, of the Membership Agreement charts in the Disclosure Document is amended by adding the following:

Except for Federal Arbitration Act and other federal law, North Dakota law governs.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**, is amended by adding the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in

the membership 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.

WASHINGTON

The following is added at the end of Item 17:

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 this Agreement in Member's relationship with Best Western including the areas of termination and renewal of your license. There may also be court decisions which may supersede this Agreement in Member's relationship with Best Western including the areas of termination and renewal of Member's license.

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 Agreement, a Member may bring an action or proceeding arising out of or in connection with the sale of licenses, 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.

NEW YORK REPRESENTATIONS PAGE

THE LICENSOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

EXHIBIT I TO FDD
MEMBERSHIP APPLICATION



Membership Application

Best Western International, Inc.®

July 2019

Before You Begin...

A Few Things to Remember.

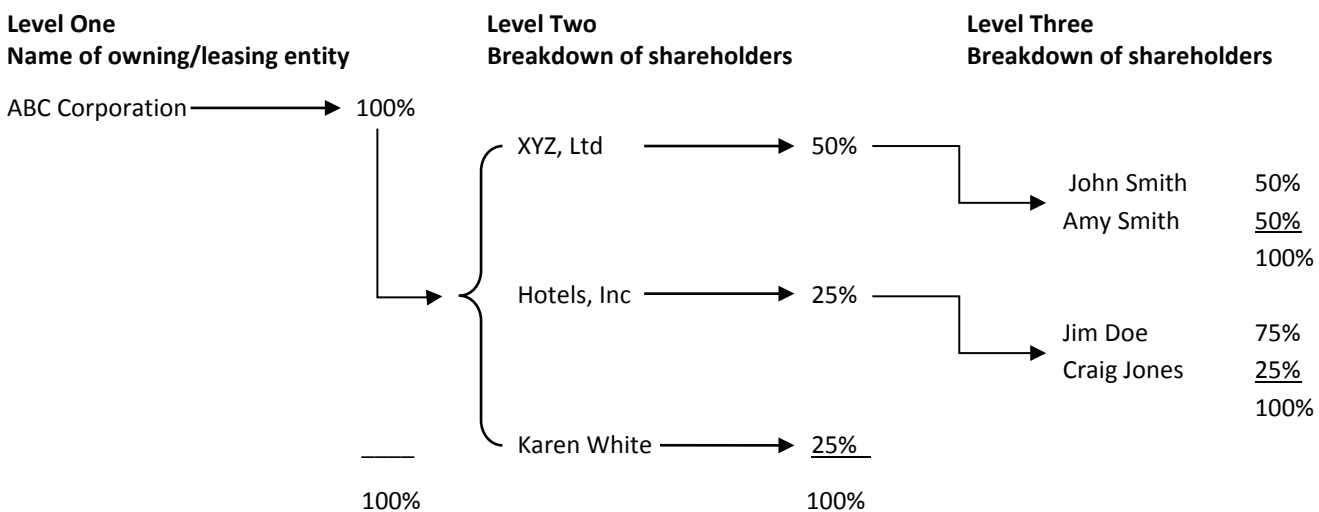
Forms

All information must be completed prior to submitting the Application and associated forms. Incomplete information will delay the process for consideration of your Application. Please note, required fields appear in red.

Ownership

If the owning/leasing entity has not yet been formed, please list "TBD" as the name of the entity and provide all known information, including principals and percent interest. The breakdown of entity shareholders must be completed, as well as all information throughout the Application concerning all shareholders and principals.

In addition, Best Western requires entity shareholder breakdown to at least a third level, when applicable. Please see the following example:



When you have finished the forms

- Prepare the forms and other required submission information:
 - Print the forms and obtain required signatures. **NOTE:** Pages 1 – 14 must be returned.
 - Obtain required supporting documents as listed on page 13.
 - Obtain all other items outlined in the correspondence you received with these forms.
 - Include the \$4,000 nonrefundable evaluation fee with your submission.
 - Submit all information via express mail to the Property Transition Representative listed in the correspondence you received with these forms. Sending all information via express mail is recommended as we cannot begin to process your Application until all required materials have been received.
NOTE: To further expedite the process, before mailing any items, it is also recommended that the items be sent via fax (602-957-5575) to the Property Transition Representative, along with the express mail tracking information.
- Keep a copy of all information submitted for your records.
- ***E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, disseminated, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Please note, if you elect to return this application via e-mail transmission, you do so at your own election and risk and Best Western does not accept liability for any actual or alleged claims that arise as a result of such communication or its unauthorized interception, dissemination, theft or other use by 3rd parties.***

Questions – please contact your Regional Director or Property Transition Representative



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Property Name: _____

City: _____ State/Province: _____

Date: _____

BEST WESTERN INTERNATIONAL, INC.

MEMBERSHIP APPLICATION

By submitting this Membership Application (“Application”) you (referred to as “Applicant” or “you”) are requesting that Best Western International, Inc. (“Best Western”) consider your request to affiliate the property identified in this Application (“Property”) with the Best Western brand. This Application must be completed in its entirety and all required documents must be provided.

The following terms and conditions apply to your Application.

1. Best Western requires payment of a \$4,000 *non-refundable* Application evaluation fee (“Evaluation Fee”) in order to process the Application. The Best Western Board of Directors (“Board”) will not consider the Application until such time as Best Western has received the required affiliation fee (“Affiliation Fee”), which will be held by Best Western as a good-faith deposit until such time and in such manner as further described in this Application.
2. In the event an impact study is required in accordance with Best Western’s Bylaws, and as further described in paragraph 6 below, you understand and agree that you will be responsible for the fee established by the Board for costs associated with the impact study (“Impact Study Fee”), which must be paid before the impact study is conducted and which will be a prerequisite to your application’s continued processing.
3. All Evaluation, Impact Study and Affiliation Fees (collectively, “Fees”) are payable in U.S. funds or Canadian funds based on the monthly exchange rate. The non-refundable Evaluation Fee covers the administrative costs associated with processing the Application. Payment of any fee or submission of this Application does not give any Applicant any right to affiliation with Best Western. The Board may deny an Application for any or for no reason.
4. In the event the Application is approved by the Board, and as a prior condition to your membership, you will be required to submit: (a) an executed Terms of Approval letter (“Approval Letter”) which will include conditions of membership (e.g. completion of a Property Improvement Plan); and (b) an executed Membership Agreement (“Agreement”). You may not hold yourself out to the public as a Best Western branded hotel until all conditions are met.
5. If the Applicant owns (in whole or in part) any Best Western Hotel, Applicant shall cure any past or current obligations or defaults at such other Best Western branded hotels prior to consideration of this Application.
6. Best Western’s Bylaws grant existing Best Western Member’s certain rights with respect to market area considerations. A new Application for a Property located within the member market area of an existing, qualified Best Western Member will not be accepted. An exception to this will only apply if the Voting Member responsible for each hotel with member market area rights advises the Board in writing that the Member has no objection to the approval of the Application. Likewise, when an Applicant’s Property is located within a certain vicinity of an existing Member’s Property, an impact study may be commissioned. Accordingly, Best Western may inform nearby Best Western hotels of this Application. Applicant expressly consents to this disclosure and waives any

Property Name: _____

City: _____ State/Province: _____

Date: _____

right which Applicant may have to the confidentiality of this Application. Applicant hereby acknowledges and understands that the Board's decision with respect to the Application will consider any factors of impact the study determines to exist.

7. Applicant agrees that it shall have no recourse of any kind against Best Western, its directors, officers, employees, agents or Members if this Application is denied.
8. Applicant may not transfer this application without Best Western's consent.

APPLICATION CONTINUES ON THE FOLLOWING PAGE

**FAILURE TO COMPLETE THIS APPLICATION FULLY AND IN ITS ENTIRETY
IS GROUNDS FOR ITS DENIAL**

PAGES 1 - 14 MUST BE RETURNED

APPLICANT INFORMATION

I. PROJECT INFORMATION

Please provide the following with regard to the project:

Current hotel name _____

Select One: BEST WESTERN PLUS PREMIER Vib GLō SADIE AIDEN
 Executive Residency by Best Western PLUS/Executive Residency (Dual)

Proposed Best Western hotel name _____

Current number of guest units _____ Proposed number of guest units (if different) _____ Number of floors _____

Explain variance between current and proposed number of guest units (if applicable) _____

Property phone number _____ Property fax number _____

Property address _____

(Provide intersection if street address is not yet assigned)

Major cross streets _____

City _____ State/Province _____ Postal code _____

Name of county/parish _____

Name of closest major airport _____ Distance to airport _____

Select applicable boxes and list any other services and amenities.

- | | |
|---|---|
| <input type="checkbox"/> Water park | <input type="checkbox"/> Business center |
| <input type="checkbox"/> Indoor swimming pool* | <input type="checkbox"/> Airport courtesy car |
| <input type="checkbox"/> Outdoor swimming pool* | <input type="checkbox"/> Concierge |
| <input type="checkbox"/> Fitness room | <input type="checkbox"/> Gift Shop <input type="radio"/> Owned <input type="radio"/> Leased |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> Tennis courts <input type="radio"/> On premises <input type="radio"/> Adjacent |
| <input type="checkbox"/> Whirlpool | <input type="checkbox"/> Golf Course <input type="radio"/> On premises <input type="radio"/> Adjacent |
| <input type="checkbox"/> Game room | <input type="checkbox"/> Interior corridors |
| <input type="checkbox"/> Guest laundry | <input type="checkbox"/> Exterior corridors |
| <input type="checkbox"/> Elevator (# _____) | <input type="checkbox"/> Continental breakfast |
| <input type="checkbox"/> Banquet service | <input type="checkbox"/> Complimentary |
| <input type="checkbox"/> Meeting/function space total sq. ft. _____
<input type="radio"/> Owned <input type="radio"/> Leased | <input type="checkbox"/> Cocktail lounge on premises
<input type="radio"/> Owned <input type="radio"/> Leased |
| <input type="checkbox"/> Other (explain): _____
_____ | <input type="checkbox"/> Restaurant on premises (inside, within or attached to the hotel)
<input type="radio"/> Owned <input type="radio"/> Leased |

**Best Western requires a swimming pool unless waived by the Board of Directors. If the project does not include a swimming pool, please explain why not and submit documentation that explains why not, e.g., site plan.*

Building(s) other than hotel on the site*. Explain intentions or plans for building(s).

**All facilities associated with the hotel Property, e.g., restaurant, lounge, gift shop, etc., are subject to Best Western inspection. If the Property is approved for Best Western membership, all such facilities will be subject to any renovation deemed necessary by Best Western. If any of the facilities are leased, the lease(s) must allow for Best Western inspection and renovation.*

II. EXISTING PROPERTY

Year built _____ Addition(s) (year(s) built) _____

Select applicable boxes:

- Property is open and operating
- Property is presently closed
- Property will be closed during renovation

If renovating, estimated completion/opening date (Mo/Yr) _____

Outline intentions for renovation, e.g., exterior and interior modifications, demolition of buildings, construction of new buildings, etc.

Estimated conversion/renovation cost

Total conversion/renovation cost \$ _____ Per unit cost \$ _____

Itemized conversion/renovation budget enclosed
 will be submitted prior to consideration of application

Current Room Type Inventory: Complete the information below and **submit a property map** showing the location of unit types.

Type	Current Number of Rooms	Proposed Number of Rooms
Queen	_____	_____
Double Queen	_____	_____
ADA Queen	_____	_____
King	_____	_____
ADA King	_____	_____
Suites	_____	_____
2-Room Suite	_____	_____
Other	_____	_____

Name of 2-way PMS vendor: _____

Is the hotel currently or has it previously been affiliated with any chain, franchise, or other hotel/lodging company?

Yes No

If yes, provide the name and date of each affiliation and the reason for the termination of the affiliation.

Brand name _____

Brand name _____

Contract start date _____

Contract start date _____

Contract end date _____

Contract end date _____

Reason for termination: _____

Reason for termination: _____

III. PROPOSED CONSTRUCTION / UNDER CONSTRUCTION PROJECT

Select one:

Proposed construction hotel

Estimated date when construction will begin _____ (Mo/Yr)

Under construction hotel (soil bearing elements and foundation in place; concrete footings have been poured)

Estimated opening date _____ (Mo/Yr)

Select applicable boxes:

Best Western prototype to be used (if applicable): _____

Architectural plans enclosed. Preliminary Complete (full)

Site plan enclosed. (*A site plan, at minimum, is required if no preliminary plans are available.*)

Proof of lender financing enclosed

Proof of land ownership enclosed

Proposed development cost Estimated construction cost \$ _____

Operating projections ADR \$ _____ Percent occupancy _____

Proposed financing

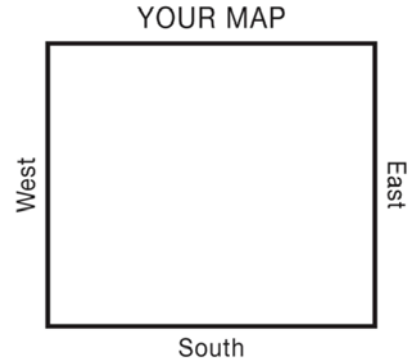
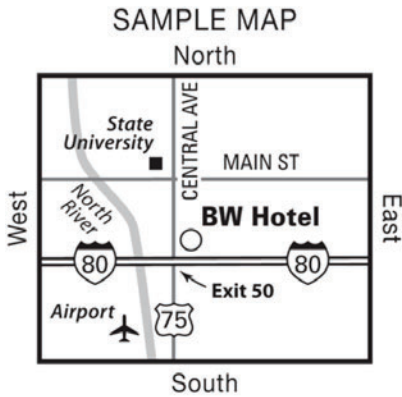
Provide proposed sources of equity and the percentage of total development cost the equity represents.

Is financing in place? Yes No

If so, who? _____

PROPERTY LOCATION

For proposed construction projects, please provide a location specific map. Either draw your own map in the box below, or attach your own map with your application. Please be as specific as possible using a 1/2 mile scale.



IV. OWNER/LESSEE INFORMATION

Noting Best Western is a membership organization, complete ownership or leasing information is required for consideration of an Application. Copies of recorded ownership/leasing documents and financial statements for each individual and entity listed are required.

Select one:

- Applicant owns/will own the Property (provide a copy of the Bill of Sale, Deed, Title Insurance or other document confirming ownership or potential ownership of the Property).

Date Property Purchased/Estimated Close of Escrow (Mo/Day/Yr) _____

- Applicant leases/will lease the Property (provide a copy of the lease or evidence of intent to lease).

Start of Lease/Estimated Start of Lease (Mo/Day/Yr) _____

Select ownership/lessee type:

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Individuals |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other Entity (state entity type): |
| <input type="checkbox"/> Partnership | _____ |

A. ENTITY BREAKDOWN

LEVEL 1: Complete the following for the entity that holds the ownership or leasing interest in the Property. Use additional pages if necessary. ATTACHMENT A (page 14) must also be completed.

Name of Entity _____

Address _____

City _____ State/Province _____ Postal code _____

Phone number _____ Extension _____

Date entity formed (Mo/Day/Yr) _____ State/Province where entity formed _____

Percent interest _____

LEVEL 2: Breakdown of shareholders for Level 1 (use additional pages if necessary). Note: The total of all interests in Level 2 must add up to 100 percent. ATTACHMENT A (page 14) must also be completed.

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

LEVEL 3: If any of the shareholders listed in Level 2 are entities, please provide a breakdown for each (use additional pages if necessary). Note: The total of all interests in Level 3 must add up to 100 percent. ATTACHMENT A (page 14) must also be completed.

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

B. INDIVIDUAL(S)

Complete the following for each individual that owns or leases the hotel. In this section, do not include individuals already listed above. ATTACHMENT A (page 14) must also be completed. Use additional pages if necessary.

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

V. BACKGROUND INFORMATION

An applicant's hotel experience is important to determining whether or not membership is granted. Accordingly, please provide the following information:

1. Have any applicant entities or individuals ever owned, leased, or operated any Best Western properties? Use additional pages if necessary.

Yes No

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? Yes No If not, explain why not: _____

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? Yes No If not, explain why not: _____

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? Yes No If not, explain why not: _____

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? Yes No If not, explain why not: _____

2. Have any applicant entities or individuals owned, leased, or operated any non-Best Western properties in the past 5 years? Use additional pages if necessary.

Yes No

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? Yes No

If yes, why? _____

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? Yes No

If yes, why? _____

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? Yes No

If yes, why? _____

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ Own Lease Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? Yes No

If yes, why? _____

3. Have any applicant entities or individuals been involved in any litigation or dispute with Best Western? Use additional pages if necessary.

Yes No

Name of entity or individual _____ Member Number _____

Explain litigation or dispute _____

Date resolved _____

4. Have any applicant entities or individuals been placed in bankruptcy or receivership, or been subject to a judicial or non-judicial foreclosure action within the last 10 years? Use additional pages if necessary.

Yes ** No

Name of entity or individual _____

Explain bankruptcy, receivership, foreclosure, other _____

Date resolved _____

Name of entity or individual _____

Explain bankruptcy, receivership, foreclosure, other _____

Date resolved _____

****Provide final documentation**

5. Have any applicant entities or individuals been involved in any civil or criminal action or litigation within the last 10 years (other than for minor traffic violations)? Use additional pages if necessary.

Yes ** No

Name of entity or individual _____

Nature of action _____

Date _____

Name of entity or individual _____

Nature of action _____

Date _____

****Provide documentation of Court decision**

VI. MANAGEMENT COMPANY INFORMATION

Regarding the Property's operations, a management company:

- WILL NOT BE USED
- WILL BE USED (complete below)
- TO BE DETERMINED

1. If a management company will be used, and has already been selected or is already in place at the Property, please list the management company's experience below:

Name of management company _____

Address _____ Unit # _____

City _____ State/Province _____ Postal code _____

Phone number _____ Ext. _____ Fax number _____

Email address _____

2. List all hotels currently owned and/or operated by the management company. Use additional pages if necessary.

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

**3. List all hotels *previously* (past 5 years) owned and/or operated by the management company.
Use additional pages if necessary.**

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

VII. REQUIRED DOCUMENTS CHECKLIST

- Documentation that explains why there is no swimming pool at the Property, if there is no swimming pool at the Property, e.g., site plan (reference Pages 3 and 4, Project Information)
- Property map showing location of all guest room types (reference Page 4, Existing Property)
- Site plan for proposed construction; if plans are not submitted (reference Page 5, Proposed Construction/Under Construction Project)
- Recorded ownership or leasing documents (reference Page 6, Owner/Lessee Information)
- Final documentation for bankruptcy, receivership, judicial or non-judicial foreclosure action (reference Page 10, Background Information)
- Documentation of Court decision for any civil or criminal action or litigation (reference Page 10, Background Information)
- Attachment A – provide Social Security Number(s) and/or Tax ID Number(s) for each individual and entity listed (reference Pages 6 and 7)
- Financial statements for each individual and/or entity (reference Page 6, Owner/Lessee Information)
- Evaluation Fee – \$4,000 USD (or CAD equivalent)

VIII. CERTIFICATION

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE. BY EXECUTING THIS APPLICATION, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT IT HAS THE PROPER AUTHORITY AND CONSENT, WHETHER DULY GRANTED BY LAW, CONTRACT OR OTHERWISE, TO SUBMIT THIS APPLICATION ON BEHALF OF ANY AND ALL OTHER INTERESTED PARTIES TO THE TRANSACTION CONTEMPLATED HEREUNDER (THE "APPLICANT").

ALTHOUGH APPLYING FOR THE HOTEL TYPE SELECTED ON PAGE 3, APPLICANT AGREES THAT THE BEST WESTERN INTERNATIONAL, INC. BOARD OF DIRECTORS HAS THE AUTHORITY AND DISCRETION TO DETERMINE THE HOTEL TYPE. THE APPLICANT AGREES THAT THE APPLICANT CAN THEN DECIDE WHETHER OR NOT TO ACCEPT THE ASSIGNED HOTEL TYPE. UPON APPLICANT'S ACCEPTANCE OF THE HOTEL TYPE AND EXECUTION OF THE MEMBERSHIP AGREEMENT, APPLICANT AGREES TO COMPLY WITH ALL DESIGN GUIDELINES, BRAND STANDARDS AND BRAND IDENTITY GUIDELINES FOR THE AGREED TO HOTEL TYPE.

I UNDERSTAND THAT FALSIFICATION OF ANY INFORMATION SHALL BE GROUNDS FOR DENIAL OF THE MEMBERSHIP APPLICATION OR TERMINATION OF MEMBERSHIP.

Signature of Authorized Representative

Office Phone No.

Cell Phone No.

Name of Authorized Representative

Fax No.

Email Address

Title

Street Address (no P.O. Boxes)

Date

City

State/Province

Postal Code

ATTACHMENT A

OWNER/LESSEE INFORMATION

ENTITY (from Section IV, A; attach additional sheets if necessary)

LEVEL 1

Name of entity _____ Tax ID #/Employer ID # _____

LEVEL 2 - Breakdown of entity shareholders (use additional pages if necessary).

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

LEVEL 3 - If any of the shareholders listed in the above breakdown are entities, please provide a breakdown for each (use additional pages if necessary).

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

INDIVIDUAL(S) (from Section IV, B; attach additional sheets if necessary)

Full legal name _____ SS#/SI# _____

Full legal name _____ SS#/SI# _____

Full legal name _____ SS#/SI# _____

Full legal name _____ SS#/SI# _____

ENTITY / COMPANY FINANCIAL STATEMENT

COMPANY: _____ AS OF: _____

Balance Sheet

ASSETS

Current Assets

Cash and cash equivalents	_____
Restricted cash	_____
Accounts receivable (net of allowance of \$X,XXX)	_____
Total Current Assets	\$ _____

Property and Equipment, at cost

Furniture and fixtures	_____
Computer equipment	_____
Leasehold improvements	_____
Buildings	_____
Land	_____
Less accumulated depreciation	_____
Net Property and Equipment	\$ _____

Other Assets

Intangible assets (net of accumulated amortization of \$XXX)	_____
Deposits	_____
Total Other Assets	_____
Total Assets	\$ _____

LIABILITIES AND STOCKHOLDER'S/OWNER'S EQUITY

Current Liabilities

Accounts payable	_____
Accrued expenses	_____
Note payable	_____
Sales tax payable	_____
Other current liabilities	_____
Total Current Liabilities	\$ _____

Long-Term Debt

Notes Payable	_____
Mortgages Payable	_____
Total Long-Term Liabilities	_____
Total Liabilities	\$ _____

Stockholder's/Owner's Equity

Partners' capital accounts (if applicable)	_____
Common stock	_____
Authorized shares -	_____
Issued and outstanding shares -	_____
Paid-in capital	_____
Retained earnings	_____
Total Stockholder's/Owner's Equity	\$ _____

Total Liabilities and Stockholder's/Owner's Equity	\$ _____
---	-----------------

PERSONAL FINANCIAL STATEMENT

FOR: _____
(Name)

AS OF: _____
(Date)

ASSETS

Cash on hand & in Banks	\$ _____
Savings Accounts	_____
IRA or Other Retirement Account	_____
Accounts & Notes Receivable	_____
Life Insurance-Cash Surrender Value Only	_____
Stocks & Bonds (attach schedule if needed)	_____
Real Estate (attach schedule if needed)	_____
Automobile - Present Value	_____
Other Personal Property	_____
Other Assets not listed above:	_____
TOTAL ASSETS	_____

LIABILITIES

Accounts payable	_____
Notes Payable to Banks and Others	_____
Real Estate Mortgage/Contracts	_____
Unpaid Taxes	_____
Other Liabilities not listed above:	_____
TOTAL LIABILITIES	_____

NET WORTH \$ _____

Signature of above named: _____

BEST WESTERN INTERNATIONAL, INC.

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("AGREEMENT") SHALL BE BINDING AND EFFECTIVE AS BETWEEN THE UNDERSIGNED PARTIES, TO INCLUDE BOTH THE OWNER/LESSEE AND THE VOTING MEMBER (COLLECTIVELY, "MEMBER"), AND BEST WESTERN INTERNATIONAL, INC. ("BEST WESTERN"), ONLY UPON RECEIPT BY BEST WESTERN OF A FULLY-EXECUTED ORIGINAL OF THIS AGREEMENT, THE TERMS OF APPROVAL LETTER ("APPROVAL LETTER"), AND THE PAYMENT OF ALL REQUIRED FEES.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS AND ALL INFORMATION PROVIDED IN THE APPLICATION FOR MEMBERSHIP ("APPLICATION") AS PREVIOUSLY SUBMITTED TO BEST WESTERN, THE TERMS OF APPROVAL LETTER, BEST WESTERN'S BYLAWS, RULES AND REGULATIONS, AND ALL OTHER REGULATORY DOCUMENTS. ALL CAPITALIZED TERMS HEREIN NOT OTHERWISE DEFINED SHALL HAVE THE MEANING PROVIDED IN BEST WESTERN'S BYLAWS AND RULES AND REGULATIONS.

A. Membership Rights and Obligations

1. Best Western is a Membership organization, organized as a non-profit corporation pursuant to Arizona Revised Statutes § 10-3101, *et seq.*, providing rights and obligations as set forth by the Membership in this Agreement, Best Western's Bylaws, Rules and Regulations, and all other Regulatory Documents (as that term is defined in Best Western's Bylaws). In connection only with the Property designated in this Agreement ("Property"), Best Western agrees to provide to Member all rights, and Member agrees to abide by all obligations, as may be established from time to time in Best Western's Regulatory Documents, all of which are accessible to Member or available upon request. This Agreement incorporates the rights and obligations of the Regulatory Documents, as amended from time to time.
2. Member agrees to timely pay all fees, dues, charges, and assessments imposed generally on the Membership by the Best Western Board of Directors ("Board") or the Membership, and the cost of all goods or services provided by or ordered through Best Western. Member agrees to allow Best Western to automatically debit Member's bank account each month in the amount owing Best Western. Member agrees to electronic monthly statements. Past due amounts shall bear interest at the rate of one and one half percent (1.5%) per month from the due date until paid, provided that such interest charge shall in no way authorize or excuse late payments or limit Best Western's rights and remedies against Member.
3. When grounds for cancellation or termination exist because of a Member default (as more fully set forth below), the Board may, in lieu of cancellation or termination, impose additional conditions to Membership. These may include, for example, higher quality assurance requirements, additional design requirements, or restriction of rights or services.

B. Term

1. The Effective Date of this Agreement is the date of execution; however, Membership rights shall not be granted until such time as the Property has been activated on Best Western's reservations systems and the Extended-Length Term of fifteen (15) years (one-hundred-and-eighty (180) months) has begun.
2. The initial term of this Agreement, and any and all Membership rights, shall begin on the first day the Member's Property is activated on Best Western's reservations systems and will end on the last day of Best Western's fiscal year during which the last day of the one-hundred-and-eightieth (180th) month falls ("Extended-Length Term"). Thereafter, this Agreement may be renewed for additional one-hundred-and-eighty (180) month terms as

provided in Best Western's Bylaws (each a "Renewal Term"). The Extended-Length Term and Renewal Term(s) may be collectively referred to herein as the "Term."

3. If a Membership is transferred during the Term pursuant to Article II, Section 7 (B) or (C) of Best Western's Bylaws, the remainder of the Term will transfer with the transfer of the Membership.

C. Fees and Dues

All fees, dues, charges, and assessments shall be calculated, due, and owing as they apply to all other Best Western Members with the exception of Monthly Fees, which shall be equal to [redacted] percent ([redacted]%) of the Property's room revenue unless and until otherwise determined by the Membership in accordance with Best Western's Regulatory Documents. Upon resignation, termination, or cancellation of Membership, the Member shall owe certain fees, dues, charges, assessments, and other damages to Best Western, as discussed in greater detail below in Section F.

D. Grant of License

Best Western grants to Member, but only as permitted by its Regulatory Documents, a non-exclusive license to use, at and in connection with the Property, the "Best Western" name and those Best Western trademarks, service marks, domain names, and other identifying marks, words, letters, designs, names, or symbols as set forth from time to time in the Brand Identity Manual (collectively "Best Western Identifying Marks").

E. Resignation, Cancellation or Termination of Agreement

This Agreement shall terminate: (1) upon sale or lease of the Property, or transfer of control of the Property, as more fully set forth in the Bylaws; or (2) upon Member's default of any obligation to Best Western, as more fully set forth in the Bylaws, Rules and Regulations, and Regulatory Documents, to include, for the avoidance of doubt and without limitation, Member's failure to make timely payment of any fees, dues, assessments, or charges owed Best Western, or Member's failure to comply with all applicable laws; or (3) upon Member's resignation from the Membership.

F. Rights and Duties Upon Resignation, Cancellation or Termination of Agreement/License

1. The license provided hereunder shall terminate immediately upon resignation of Member from the Membership or cancellation or termination of this Agreement. Within fifteen (15) days of resignation, cancellation or termination of the Agreement, the Property and Member shall cease use of and remove from public view all Best Western Identifying Marks (e.g. signs and logo'd items) and transfer to Best Western any domains containing any Best Western Identifying Marks (including, but not limited to, any domain names containing "best," "western," "bw," or any combination thereof). This prohibition includes any representation, directly or indirectly, that the Property was formerly affiliated with Best Western.
2. Furthermore, upon resignation, cancellation or termination, Member shall actively take such steps as may be necessary to cause the cessation of all advertising and distribution of promotional material, to include for the avoidance of doubt and without limitation, online material containing any Best Western Identifying Marks, and shall not use anything consisting of or incorporating any part of any Best Western Identifying Marks or which singularly or together are similar in spelling, sound, appearance or otherwise to any Best Western Identifying Mark. Pursuant to this section F, Member shall also take reasonable steps to notify all third-party advertisers marketing the Property, online or in other media, that the Property is no longer affiliated with Best Western. Reasonable steps shall include, but not be limited to, contacting third-party travel websites (e.g., Expedia, Travelocity, Orbitz, Priceline, and Hotwire) to ensure that those third parties cease the advertising and distribution of promotional material containing any Best Western Identifying Marks in connection with the Property. The Member's obligation with respect to correcting all advertising - whether the Member contracted for the advertising or otherwise - is a continuing obligation.

3. For each day that any Best Western Identifying Mark is used in connection with the Property, after fifteen (15) days following resignation, cancellation or termination of this Agreement, Best Western may elect to claim from Member daily damages in an amount equal to fifteen percent (15%) of the average of the Property's room rates per room per day multiplied by the total number of rooms. This amount is payable by Member whether or not Member continues to exercise control over the operations of the Property. It is understood and agreed that said amount is fixed as liquidated damages and not a penalty because of the difficulty of ascertaining the exact amount of damages that may be sustained by Best Western because of such use. It is further understood and agreed that said amount fixed as liquidated damages is a reasonable amount, considering the damages that Best Western will sustain in the event of such unauthorized use.
4. Furthermore, if a Member resigns from the Membership (which it, he, or she may do at any time) or this Agreement is cancelled or terminated by Best Western, the following are immediately due and payable to Best Western:
 - a. *Resignation, Cancellation or Termination:* Upon a resignation, cancellation or termination, the Member shall pay to Best Western:
 - (i) *Monthly Fees.* The lesser of: (x) forty-eight (48) months of Monthly Fees (calculated as the Member's average Monthly Fees during the previous twelve (12) months (but if Monthly Fees have been owed to Best Western for less than twelve (12) months, the average of all prior months) multiplied by forty-eight (48)); or (y) Monthly Fees for the remainder of the Extended-Length Term or Renewal Term (calculated as the Member's average Monthly Fees during the previous twelve (12) months multiplied by the number of months remaining in the Extended-Length Term or Renewal Term); and
 - (ii) *Goods and Services.* The cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received.
 - b. *Continued Operation as a "Best Western" after Resignation, Cancellation or Termination:* In the event that the Property continues to operate as a "Best Western" after resignation, cancellation or termination of this Agreement, in addition to the amount due as noted in paragraph F.4 a, the former Member shall pay full fees, dues, charges, and assessments as the former Member would have been required to pay if still a Member until the Property ceases operation as a "Best Western."
5. It is understood and agreed that the amounts described in section F. 3 and F. 4 are fixed as liquidated damages and not as penalties because of the difficulty of ascertaining the exact amount of damages that may be sustained by Best Western as a result of such resignation, cancellation, or termination. It is further understood and agreed that such amounts fixed as liquidated damages represent a reasonable amount considering the damages that Best Western will sustain from the Member resigning or this Agreement being cancelled or terminated.
6. The rights provided in this section F shall be exercised solely at the option of Best Western.

G. Reservations Systems

1. Member shall comply with all Best Western requirements to securely connect the Property to Best Western's reservations systems.
2. Member shall be responsible for complying with Payment Card Industry Data Security Standards ("PCI-DSS") and all applicable data privacy/security laws. Member shall adopt adequate measures to ensure the safety and security of customer information, including but not limited to Personally Identifiable Information ("PII") and credit card data. In no event shall Member exercise less than reasonable care in securing such information. If Member's data security systems are compromised, Member shall notify Best Western within twenty-four (24) hours of becoming aware of any such incident. Member further agrees and understands that Best Western shall be permitted to take,

at Member's cost, any reasonable actions to protect itself from a data security compromise event at Member's Property, including but not limited to disconnecting the Member from Best Western's reservations systems until the incident is resolved and requiring that the Member provide appropriate documentation and certification that the incident has been resolved (e.g., if applicable, certification from a Payment Card Industry Qualified Security Assessor). Best Western acknowledges it is responsible for the security of cardholder data that it possesses or otherwise stores, processes, or transmits on behalf of the Member and that it will not adversely affect the security of the cardholder data environment of the Member.

3. Best Western has provided or will provide access to computer software that is to be used by the Property to access Best Western supporting applications ("Software"). Software programs are copyrighted by Best Western or licensed to Best Western by third parties. Member agrees to use the Software only for reservation communications with Best Western's reservations systems and with other Members, and for other business purposes relating to the operation of the Property as a Best Western® branded hotel. Member shall not copy, allow to be copied, or disclose any of the Software programs. Member will abide with all licensing and use terms and conditions of any Software provided. Such terms are available upon request.
4. Software may be upgraded by Best Western or its designee from time to time, and Member may be charged an upgrade fee.
5. In the event of failure or interruption of reservation services, it is a Member's responsibility to participate in the troubleshooting process. Best Western shall, in its sole and absolute discretion, make all final problem determinations and may dispatch technical resources as needed to achieve problem resolution.
6. All Software shall be deleted or returned upon demand of Best Western or upon resignation by Member, cancellation or termination of this Agreement, whichever is sooner. Failure to do so will result in a charge for the cost of the Software to the Property's Best Western account.
7. Member hereby assumes all risks and liabilities, whether covered by insurance or not, for loss or damage to or destruction of any Software. Member shall replace, at its expense, any Software which is lost, damaged, or destroyed.

H. Relationship of Parties

Best Western is a non-profit corporation operated on a cooperative basis by and for its Members. The relationship of Best Western to its Members is one of an independent contractor. Neither party has the power to obligate or bind the other in any way. No relationship of partners, joint employers, franchisor/franchisee, joint ventures, or agents is created.

BEST WESTERN BRANDED HOTELS ARE INDEPENDENTLY OWNED AND OPERATED. BEST WESTERN ONLY PROVIDES SERVICES AS DIRECTED BY THE MEMBERSHIP. BEST WESTERN HAS NO RESPONSIBILITY FOR THE USE, CONDITION, MANAGEMENT, MAINTENANCE, POLICIES, PRACTICES, OR OPERATION OF BEST WESTERN BRANDED HOTELS, NOR THE SAFETY OF THE DESIGN OF ANY STRUCTURE OR PRODUCT. BEST WESTERN HAS NO CONTROL (DIRECT OR INDIRECT) OVER, OR RESPONSIBILITY FOR, ANY DECISION RELATED TO OR AFFECTING THE EMPLOYMENT OR SUPERVISION OF ANY PERSON EMPLOYED AT OR PROVIDING SERVICES IN CONNECTION WITH BEST WESTERN BRANDED HOTELS, INCLUDING BUT NOT LIMITED TO RECRUITMENT; HIRING; TERMINATION; DISCIPLINE/SUPERVISION; PERFORMANCE EVALUATION; PAYROLL; SETTING OF WAGES, SCHEDULES, WORKFLOW, QUALIFICATIONS, OR PRODUCTIVITY; MAINTENANCE OF PERSONNEL RECORDS; THE PROVISION OF EMPLOYMENT BENEFITS; OR THE ASSIGNMENT OF RESPONSIBILITIES.

I. Representations to Best Western

Member certifies that all representations made in connection with its Application, the Approval Letter, and this Agreement are true and constitute material representations for the purpose of inducing Best Western to grant Membership. Member

agrees that any misrepresentation shall be grounds for denial of this Application or cancellation of Membership. Member further agrees that any representations made in the future, whether in connection with renewing this Agreement or otherwise, constitute material representations for the purpose of inducing Best Western to grant, continue, or renew Membership, and that any false representation shall be grounds for revocation of a decision regarding the Application or the Approval Letter, or denial of Membership, denial of Membership renewal, or cancellation of Membership.

J. Appointment of Voting Member as Attorney-in-Fact

The undersigned owner/lessee hereby appoints the undersigned Voting Member, and any substituted Voting Member, as its attorney-in-fact with full power and authority to bind owner/lessee in any and all agreements and liabilities which Voting Member may enter into or undertake to Best Western in connection with the Property. This authorization shall continue during the Term of the Agreement and during any renewal or continuation thereof, until terminated in writing by the owner/lessee. This power of attorney shall survive the death or disability of the undersigned Voting Member.

K. Voting Member Obligations

By executing this Agreement, Voting Member hereby acknowledges, consents, and accepts all responsibility associated with such appointment, including, without limitation and for the avoidance of doubt, personal liability to answer for the debts, liabilities, and obligations associated with the Membership, Member, and the Property. Voting Member agrees that it, he or she is to be jointly and severally liable to Best Western. Accordingly, Voting Member must personally execute this Agreement below and complete the form attached hereto and incorporated herein as **Addendum A**, entitled "Voting Member Information."

L. Remedies

It is understood that Best Western shall have the right to invoke any remedy at law or in equity, whether or not such remedies are herein provided, for any breach of this Agreement, the Approval Letter, the Application, or for any other matter arising out of Member's affiliation or dealings with Best Western. All rights and remedies given to Best Western are distinct, separate, and cumulative and no one of them, whether or not exercised by Best Western, shall be deemed to be an election of that remedy only or to be a waiver or exclusion of any of the others. The obligations of Member and the remedies available to Best Western are binding upon Member's heirs, executors, administrators, successors, assignees, receivers, and trustees in bankruptcy. If Best Western brings an injunctive action against Member, Member waives any requirement that Best Western post a bond. It is also understood and agreed that the amounts described herein as payable by the Member following resignation, termination, cancellation, or default are fixed as liquidated damages and not as penalties for the reasons stated above. Further, it is understood that Best Western's acceptance of payment from the former Member after resignation by a Member, termination or cancellation of this Agreement, or default by the Member shall not be deemed a waiver of any rights Best Western may have against the former Member, all of which are expressly reserved.

M. Limitation of Damages

1. MEMBER AGREES THAT THE MEMBER, THE VOTING MEMBER, AND ANY LEGAL ENTITY ASSOCIATED WITH THE PROPERTY BY WAY OF OWNERSHIP OR LEASE INTEREST, SHALL HAVE NO RECOURSE OF ANY KIND AGAINST BEST WESTERN OR ITS SUBSIDIARIES OR AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERES, OR OTHER MEMBERS FOR FAILURE TO GRANT MEMBERSHIP UNLESS MEMBER HAS STRICTLY, ABSOLUTELY, AND TIMELY COMPLIED WITH EACH AND EVERY REQUIREMENT IMPOSED UPON MEMBER BY BEST WESTERN, INCLUDING BUT NOT LIMITED TO THOSE CONTAINED IN THIS AGREEMENT, THE APPROVAL LETTER, THE APPLICATION, AND THE REGULATORY DOCUMENTS TO THE SATISFACTION OF BEST WESTERN. IN THE EVENT THAT BEST WESTERN WRONGFULLY FAILS TO GRANT MEMBERSHIP AFTER MAKING AN ALLEGED COMMITMENT FOR MEMBERSHIP UNDER THIS AGREEMENT AND THE APPROVAL LETTER, OR IF BEST WESTERN IS FOUND TO HAVE WRONGFULLY FAILED TO GRANT MEMBERSHIP IN ANY OTHER SITUATION, MEMBER SHALL HAVE NO RIGHT TO COMPEL BEST WESTERN TO GRANT A

MEMBERSHIP TO MEMBER. MEMBER AGREES THAT MEMBER'S SOLE REMEDY SHALL BE LIMITED TO ACTUAL DAMAGES, WHICH IN NO EVENT SHALL EXCEED THE ENTRANCE FEES PAID BY MEMBER TO BEST WESTERN IN CONNECTION WITH THE SUBMISSION OF ITS APPLICATION, THE APPROVAL LETTER, AND THIS AGREEMENT.

2. MEMBER AGREES THAT IF INFORMATION RELATED TO THE PROPERTY IS OMITTED FROM BEST WESTERN'S RESERVATIONS SYSTEMS OR A MATERIAL ERROR OCCURS IN ANY PROPERTY LISTING ON BEST WESTERN'S RESERVATIONS SYSTEMS THROUGH THE FAULT OF BEST WESTERN, MEMBER'S SOLE REMEDY SHALL BE THE REFUND, WITHOUT INTEREST, OF THE ANNUAL DUES PAID ON BEHALF OF THE PROPERTY FOR THAT SINGLE FISCAL YEAR DURING WHICH SUCH OCCURRED. BEST WESTERN SHALL HAVE NO OTHER LIABILITY IN CONNECTION WITH OR RELATED TO ITS PROVIDING OF RESERVATION SERVICES OR LISTINGS.
3. MEMBER AGREES THAT IT SHALL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES FOR ANY BREACH OR DEFAULT BY BEST WESTERN OF ANY OBLIGATION OR DUTY OWED TO MEMBER, AND MEMBER FURTHER AGREES THAT BEST WESTERN'S LIABILITY FOR ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT OF MEMBERSHIP FEES ACTUALLY PAID BY MEMBER IN CONNECTION WITH THE PROPERTY, DURING A SINGLE FISCAL YEAR IN WHICH THE BREACH OR DEFAULT OCCURRED.

N. Indemnification

Member shall indemnify, defend, and hold harmless Best Western and its subsidiaries and affiliates and its and their respective directors, officers, employees, agents, representatives, insurers, and other Members (hereinafter collectively referred to as "Indemnitees" and individually referred to as "Indemnitee"), from any and all claims, demands, suits, actions, proceedings, losses, liabilities, penalties, causes of action, and damages of every kind and description, including but not limited to any attorneys' fees and costs and expenses (hereinafter collectively referred to as "Losses" and individually referred to as "Loss"), whether or not a lawsuit or other type of action is filed, which may be brought, made, alleged, or claimed by a third party arising out of (or contributed to, in whole or in part, by reason of) any alleged act, omission, fault, mistake, wrongdoing, or negligence of Member or its directors, officers, employees, agents, representatives, or contractors, in connection with, relating to, or incident to the use, condition, or operation of the Property. For the avoidance of doubt, this shall include but is not limited to Losses arising out of, in connection with, relating to, or incident to: (a) Member's (or its directors', officers', employees', agents', representatives', or contractors') failure to comply with applicable law; (b) workers' compensation claims, unemployment disability compensation claims, or discrimination or other employment-related claims of employees or contractors of Member; (c) breach of contract claims, data privacy claims, PCI-DSS claims, consumer deception claims, or tort claims; and (d) infringement related to intellectual property rights (e.g., patent, trademark, copyright). Member shall not settle any Loss against an Indemnitee without the Indemnitee's prior written consent.

O. Attorneys' Fees

In the event that Member breaches any obligation to Best Western, Member is liable to Best Western for all attorneys' fees, costs and expenses incurred by Best Western in connection with the breach or violation, whether or not suit is filed.

P. Best Interests of Best Western

Membership shall be subject to cancellation or termination in accordance with Best Western's Regulatory Documents when the continuation of this Membership would be contrary to the interests of Best Western, its affiliates, subsidiaries or Members, or the public image, goodwill or reputation of any such entity or the "Best Western" name and Best Western Identifying Marks. Such reasons include, by way of example only, conduct of an owner, lessee, Voting Member, or management staff that includes offensive, inappropriate, or discriminatory acts or speech.

Q. Application of Law and Choice of Forum

This Agreement, the Application, the Approval Letter, and the Regulatory Documents shall be governed and construed according to the laws of the State of Arizona without reference to conflicts of laws principles. This Agreement shall be deemed executed in Phoenix, Arizona, USA. Member acknowledges that Best Western is headquartered in Phoenix, Arizona, that the majority of Best Western's records and employees are in Phoenix, Arizona, and that Phoenix, Arizona is the most convenient forum for actions between Best Western and Member.

ALL CLAIMS, DISPUTES, AND ACTIONS ARISING FROM, IN CONNECTION WITH, RELATED TO, OR INCIDENT TO THE APPLICATION PROCESS, THE APPROVAL LETTER, THIS AGREEMENT, CANCELLATION/TERMINATION OF THIS AGREEMENT, RESIGNATION BY MEMBER FROM THE MEMBERSHIP, OR TO ANY RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN PHOENIX, ARIZONA, USA. THE PARTIES AGREE THAT SAID COURTS HAVE PERSONAL JURISDICTION TO HEAR AND DETERMINE SUCH ACTIONS AND THAT VENUE THERE IS ALSO PROPER. MEMBER/APPLICANT EXPRESSLY CONSENTS TO AND SUBMITS TO THE JURISDICTION AND VENUE OF SAID COURTS AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION OR VENUE OF SAID COURTS.

R. Waiver

Any waiver by Best Western of a breach of any provision of this Agreement, or of any breach of any other requirement or policy of Best Western, shall not operate or be construed as a waiver of any subsequent breach thereof. Any delay by Best Western of enforcement of obligations shall not be deemed to be a waiver of Best Western's right to enforce the obligation.

S. Notices

All notices given by Best Western under this Agreement or otherwise, shall be given to the Voting Member at such location as may be specified by the Voting Member, in writing. Notice to the Voting Member shall constitute notice to each person or entity signing this Agreement. Any notice given to Best Western under this Agreement shall be given in writing to Best Western International, Inc., 6201 North 24th Parkway, Phoenix, Arizona 85016-2023, USA, Attention: Member Care Administration or such other location as may be specified by Best Western.

T. Headings

The headings of the sections of this Agreement are for convenience only and are not to be considered part of this Agreement or used in determining its content or context.

U. Severability

Any provision of this Agreement prohibited by law, or by court decree, in any jurisdiction shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement.

V. Entire Agreement

This Agreement, the Application, the Approval Letter, and the Regulatory Documents (as amended from time to time) embody the entire agreement between the parties with regard to the subject matters herein and therein. There are no promises, terms, conditions, or obligations other than those contained herein and therein. This Agreement, the Application, the Approval Letter, and the Regulatory Documents shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with regard to the subject matters herein and therein. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Member to waive reliance on any representation made by Best Western in its most recent franchise disclosure document (including exhibits and amendments) delivered to Member or its representative.

W. Signatures Required for Execution

The signature of an authorized representative with the authority to bind all owners or lessees identified on the Application is required. If that authority has not been granted, additional signatures are required. This Agreement may be executed in counterparts.

The signature of the Voting Member is also required. The Voting Member's spouse must sign this Agreement when the Voting Member resides in one of the following States, Provinces, or Territories: Arizona, California, Idaho, Louisiana, Missouri, Nevada, New Mexico, Quebec, Texas, Washington, Wisconsin, or Puerto Rico.

For the property located at: _____

ACKNOWLEDGED and AGREED this _____ day of _____, 20____ by:

AUTHORIZED REPRESENTATIVE:

Entity Name

Signature of Authorized Signer

Title of Authorized Signer

Date

-AND-

Each of the undersigned has read and understands the terms, conditions and obligations of this Agreement, and each agrees to be bound by this Agreement.

Signature

Signature

Voting Member Name

Voting Member's Spouse's Name

Date

Date

For the property located at: _____

MEMBERSHIP AGREEMENT

Addendum A

Voting Member Information

In Best Western's Membership organization, one individual is designated the Voting Member for purposes of deciding important matters relevant to all Members and the Property itself. The Voting Member is and agrees to be jointly and severally liable to Best Western as provided in the Agreement. Please provide the following information with regard to the Voting Member.

Mr. Ms. Mrs. Full Legal Name _____

Social Security Number _____

Nickname (if any) _____ Email Address _____

Company Name _____

Primary Address _____ Unit # _____

City _____ State/Province _____ Postal Code _____

Office Phone # _____ Ext. _____ Cell phone # _____ Fax # _____

Express Mail Address (If primary address is a P.O. Box)

Company Name _____ Office Phone # _____

Street Address _____ Unit # _____

City _____ State/Province _____ Postal Code _____

Home Address

Street Address _____ Unit # _____

City _____ State/Province _____ Postal Code _____

Phone # _____ Extension _____

Spouse Information (Required when the Voting Member resides in one of the following: Arizona, California, Idaho, Louisiana, Missouri, Nevada, New Mexico, Quebec, Texas, Washington, Wisconsin, or Puerto Rico.)

Mr. Ms. Mrs. Full legal name _____

Social Security Number _____

Primary Address _____

City _____ State/Province _____ Postal code _____

MEMBERSHIP AGREEMENT

Addendum A

Voting Registration Card

I hereby certify that I am the authorized Voting Member for the Best Western Property referenced above. Upon activation of the Property on the Best Western reservations system, as the Best Western Voting Member I will be entitled to one vote on each matter which is submitted to a vote of the Membership in accordance with the Bylaws of Best Western International, Inc. ("Best Western"). This information is submitted in accordance with Article III, Section 4 of Best Western's Bylaws.

Signature

Voting Member Name

Date

NOT FOR EXECUTION

EXHIBIT J-1 TO FDD
BYLAWS AND ARTICLES



2023
Bylaws & Articles

Member's Bill of Rights

Each Member Of Best Western

Shall Have The Following Rights:

1. The right to receive an agenda of the annual and regular Board of Directors' meetings prior to each meeting, and to attend such Board meetings and to address the Board at such meetings.
 2. The right to receive complete minutes of meetings of the Board of Directors, a detailed annual budget and detailed annual financial statements.
 3. The right to set one's own property room rates and the right to vote on implementation of any programs providing for room rate discounts in excess of ten percent (10%) from a Member's published rates.
 4. The right to vote on any amendment of or additions to the Bylaws of Best Western.
 5. The right to vote on any change in Best Western's Rules and Regulations, as defined in these Bylaws.
 6. The right to vote on increases in Member dues, fees or assessments in excess of the lesser of (a) five percent (5%), and (b) the rate of inflation for the previous year.
 7. The right to receive notice of a minimum of 24 hours before any property inspection.
 8. The right to request an impact analysis (including an independent analysis of market effect) prior to the approval of a new Membership.
 9. The right to transfer ones Membership to a purchaser of a property in accordance with Article II, Section 7 of the Bylaws.
 10. The right to have impartial, standardized and non-discriminatory inspection procedures applied to each Member property.
 11. The right to continue Membership in Best Western except where termination or cancellation is provided for pursuant to the fair application of established Bylaws and Rules and Regulations, which shall provide that cancellation may not occur until after a hearing before the Board of Directors, if requested by the Member.
 12. The right to receive all Member services until Membership is cancelled or terminated, except in the following cases, Membership services may be restricted; (i) when grounds for cancellation are found by the Board of Directors to exist, after opportunity for a hearing has been provided, and the Board has granted a conditional extension in lieu of cancellation of Membership, (ii) when the Member scores less than 600 points for guest rooms and public areas, and (iii) when a Member's fees, dues or any other account are not paid within the time set by Board policy.
-

Best Western International, Inc. Bylaws

Article I

Definitions

The following words and terms shall, as used in these Bylaws, have the following meaning except where a different meaning is clearly indicated by context:

“Advisory Committees” has the meaning set forth in Article VI, Section 10 of these Bylaws.

“Affected Qualified Hotel” has the meaning set forth in Article II, Section 3(B)(3) of these Bylaws.

“Annual Dues” means the dues established by the Board pursuant to Article II, Section 6(B) of these Bylaws.

“Annual Meeting” means the annual meeting of the Members.

“Applicant” means any person or entity who is seeking new Membership, including a person seeking to renew a Membership that was previously cancelled or terminated.

“Articles of Incorporation” means the articles of incorporation of the Corporation as the same may be amended or restated from time to time.

“Best Western Property” means the Property designated in a Best Western Membership.

“Board” means the Board of Directors of the Corporation.

“Bylaws” means these bylaws, as the same may be amended or restated from time to time.

“Chairperson” has the meaning set forth in Article V, Section 2(A) of these Bylaws.

“Code” means the Code of Business Conduct and Ethics as set forth in Article VIII of these Bylaws.

“Condominium Property” means a Property comprised of prospective rental units (including time shares) owned separately by individual persons or entities, who may also own an undivided interest in common areas or common elements.

“Corporation” means Best Western International, Inc., an Arizona nonprofit corporation.

“Designated Accountant” means the certified public accountant(s) designated by the Board from time to time to receive voting data from the electronic or online voting system and to certify the results of votes cast by Members pursuant to Article III, Section 5 and Article IV, Section 4 of these Bylaws.

“Development Incentive” means an incentive of economic value offered by the Board and accepted by an Applicant, in exchange for which the Applicant becomes an Extended-Length Member with an Extended-Length Term of at least ten (10) years.

“Director” means a duly elected member of the Board.

“District” means one of the geographic areas created pursuant to Article IV, Section 2(A) of these Bylaws.

“District Meeting” means a meeting called by the Board pursuant to Article III, Section 8 of these Bylaws.

“Entrance Fees” means the fees established by the Board pursuant to Article II, Section 6(A) of these Bylaws. Entrance Fees may be comprised of evaluation fees, affiliation fees and any other fees determined by the Board from time to time.

“Extended-Length Member” means a Member that has executed a Membership Application with a term longer than four (4) years, but not longer than twenty (20) years. If an Extended-Length Member’s Membership is transferred during the Extended-Length Term pursuant to Article II, Section 7(B) or (C) of these Bylaws, the remainder of the Extended-Length Term will transfer with the transfer of the Membership. If the former Extended-Length Member received a Development Incentive, the former Extended-Length Member will remain jointly and severally liable together with the transferee for the repayment of a pro-rata amount of the Development Incentive and the payment of all fees, dues, and charges that become due during the remainder of the Extended-Length Term. The term “Member” and any other terms using the word “Member” or a derivation thereof include Extended-Length Members unless the context clearly requires otherwise.

“Extended-Length Term” means the length of the Membership of an Extended-Length Member, which is longer than four (4) years, but not longer than twenty (20) years. Prior to the following fiscal year, the Board shall establish the Extended-Length Term for new Members whose applications are approved by the Board in the following fiscal year. An Extended-Length Term begins on the first day the Member’s Property is activated on the Corporation’s reservations system and will end on the last day of the Corporation’s fiscal year during which the last-year anniversary of the activation occurs (e.g., for a fifteen (15) year Extended-Length Term, the last day of the Corporation’s fiscal year after the fifteenth (15th) anniversary of the activation date).

“Four-Year Member” means a Member that has a Membership Application with a Four-Year Term. If a Four-Year Member’s Membership is transferred during the Four-Year Term pursuant to Article II, Section 7(B) or (C) of these Bylaws, the remainder of the Four-Year Term will transfer with the transfer of the Membership. The term “Member” and any other terms using the word “Member” or a derivation thereof include Four-Year Members unless the context clearly requires otherwise.

“Four-Year Term” means the term of Membership of a Four-Year Member, which will begin on the first day the Member’s Best Western Property is activated on the Corporation’s reservation system and will end on the last day of the Corporation’s fiscal year during which the four (4) year anniversary of the activation occurs.

“Governor” means a person appointed by a Director to act as a liaison for the Director in the Director’s District.

“Majority of the Board” means more than half of the total number of Directors authorized by Article IV, Section 1 of these Bylaws.

“Member” means a member of the Corporation admitted pursuant to Article II of these Bylaws whose Membership has not been cancelled or terminated.

“Member with Conditions” means a new Member whose Property has been activated on the Corporation’s reservation system subject to satisfying mutually agreed conditions after activation on the reservation system. Also, this means a Member whose Membership has been continued, rather than terminated after a hearing by the Board, subject to satisfying mutually agreed conditions. Members with Conditions are subject to termination without the right to a hearing or probation if they fail to complete the conditions as mutually agreed.

“Membership” means Members collectively of the Corporation or the state of being a Member of the Corporation.

“Membership Application” means the membership application and agreement in the form approved by the Board and submitted by an Applicant pursuant to Article II of these Bylaws.

“Member Market Area” has the meaning set forth in Article II, Section 3(B)(2) of these Bylaws.

“Monthly Fees” means the fees established by the Board pursuant to Article II, Section 6(C) of these Bylaws.

“Nonprofit Act” means the Arizona Nonprofit Corporation Act, as amended, or any successor statutes.

“Officer” means an officer of the Board or of the Corporation, as applicable, as described in Article V of these Bylaws.

“Property” means an establishment or building used, to be used, or under construction for use for accommodation of the traveling public, and shall include a “hotel,” “motor hotel,” “motel,” “motor inn” or “resort.”

“Property Room Revenue” means booked revenue from the rental, sale, use, or occupancy of guest rooms at the Property for whatever purpose, including cash and credit transactions, whether or not collected by the Property, and any proceeds from business interruption insurance. Property Room Revenue does not include taxes required by law, revenue from telephone services, movie rentals, vending machines, room service, or food and beverage sales.

“Qualified Hotel” has the meaning set forth in Article II, Section 3(B)(1) of these Bylaws.

“Regular Annual Meeting of the Board” means the regular meeting of the Board held pursuant to Article IV, Section 6(B) of these Bylaws.

“Regulatory Documents” means the Articles of Incorporation, these Bylaws, and the Rules and

Regulations; and the Membership Application, guidelines, standards, resolutions and policies adopted by the Board from time to time (including brand identity, quality assurance, customer care, new construction, refurbishment and design manuals and policies); and documents defining terms or rights of Membership; as any of them may be amended from time to time.

“Rules and Regulations” means the code of rules which defines certain rights and obligations of the Members and is contained in the most current document entitled “Rules and Regulations,” which document may only be adopted, amended or repealed by the Members pursuant to Article III, Section 5 of these Bylaws.

“Transfer Application” means the form established by the Board from time to time to be used in connection with a request to transfer a Membership to another designated Property pursuant to Article II, Section 4 of these Bylaws.

“Vice-Chairperson” has the meaning set forth in Article V, Section 3 of these Bylaws.

“Voting Member” means a Member who meets the requirements of Article III, Section 4 of these Bylaws.

Article II

Membership

Section 1. Qualifications

- (A) Membership is restricted to natural persons who either own a Property or Properties, are partners in a partnership owning or operating a Property or Properties, are lessees operating a Property or Properties, are officers of corporations owning and/or operating a Property or Properties or are managers designated by the owner or owners of a Property or Properties.
- (B) A Membership shall apply to a single Best Western Property. Only one Membership shall be issued with respect to a Property.
- (C) Any person may hold multiple Memberships, each such Membership associated with a separate Best Western Property, provided the person has an interest in each such Best Western Property as set forth in Article II, Section 1(A) of these Bylaws.
- (D) Membership is further restricted to those persons whose Properties meet the standards established in the Regulatory Documents and the established customs and practices of the Corporation.
- (E) (1) An authorized representative of a Condominium Property may qualify for Membership, subject to meeting such terms and conditions as may be established by the Board.
- (2) The Board shall have sole discretion to determine what Condominium Properties may be considered for Membership and shall set criteria and standards for Condominium Properties. The Board shall set policies establishing the terms and scope of the representative’s required authorization from the unit owners and the

association of owners controlling common areas and elements in a Condominium Property.

(3) The Regulatory Documents are intended to be applicable to Condominium Properties, including their units and common areas. However, the Board may waive compliance by Condominium Properties with any of the provisions of the Regulatory Documents which it determines not to be applicable or feasible.

(4) Condominium Properties may be associated with an existing Best Western Property. Such an association shall be subject to compliance with the provisions of Rule 500.45 of the Rules and Regulations pertaining generally to unit count increases or decreases to a Best Western Property.

(5) In the event an ambiguity or a conflict exists in the application of the provisions of this paragraph (E), the Board shall have the right to resolve the ambiguity or conflict in its sole and exclusive discretion.

Section 2. Membership

(A) New Memberships

(1) Applications for Membership shall be made on the Membership Application.

(2) Applications for Membership shall be accompanied by payment in full of the appropriate Entrance Fee as established by the Board.

(3) Applicants shall be elected to Membership only upon the favorable vote of five Directors.

(4) The Board may not reduce, waive, or defer Entrance Fees, Monthly Fees, Annual Dues, or any other fees, dues, or assessments for Applicants. The exception to these limitations is the offering and acceptance of a Development Incentive.

(B) Continuing Memberships

(1) A schedule of Annual Dues, and any amendments or revisions in the Rules and Regulations shall be mailed to each Member on or before the 1st day of September each year.

(2) (a) A Member, other than a Four-Year Member during the Four-Year Term, and an Extended-Length Member during an Extended-Length Term, desiring to continue Membership for an additional year shall make payment in full of the Annual Dues as determined by the Board for the additional year, prior to the 15th day of September of the current Membership year.

(b) Both Four-Year Members and Extended-Length Members approved by the Board prior to January 1, 2018, are required to make payment in full of the Annual Dues as determined by the Board for the following year, prior to the 15th day of September of the current Membership year. Article II, Section 2(B)(2)(a) shall apply to a Four-Year Member and an Extended-Length Member approved by the Board prior to January 1, 2018 after the respective Four-Year Term or Extended-Length Term has expired.

(c) Extended-Length Members approved by the Board on and after January 1, 2018, are required to make payment in full of the Annual Dues as determined by the Board for the following year, prior to the 15th day of September of the current Membership year. Prior to the expiration of the term of an Extended-Length Member approved by the Board on and after January 1, 2018, the Membership may be renewed as detailed in the applicable Membership Agreement and paying Annual Dues by the 15th day of September of the last year of the expiring Extended-Length term.

(3) The Membership for each Member who has complied with the provisions of Article II, Section 2(B)(2) of the Bylaws, shall be continued automatically for the following year.

(4) The continuation of Membership when grounds exist for cancellation shall not be construed as a waiver of power to cancel the Membership at a subsequent time on the same or different grounds. Nor shall the continuation of Membership be construed as a waiver of the power to cancel the Membership should new grounds for cancellation arise during the continued Membership period.

(5) In the event a Member has not complied with the provisions of Article II, Section 2(B)(2) of the Bylaws, the Membership for the following year shall only be continued upon a vote of a Majority of the Board.

(C) Notification of Applicants: Impact Studies: Certain Approval Procedures

(1) (a) At least 30 days prior to the Board's consideration of a Membership application, the Board shall give written notice of the application to Members within the following radius of the Applicant Property's location:

Property Type	Primary Market	Secondary Market	Tertiary Market
Airport	3 Miles	10 Miles	25 Miles
Downtown, Urban	0.75 Miles	10 Miles	25 Miles
Highway	4.5 Miles	10 Miles Metropolitan; 25 Miles Rural	25 Miles
Resort	3 Miles	10 Miles Metropolitan; 25 Miles Rural	25 Miles
Suburban	4.5 Miles	10 Miles Metropolitan; 25 Miles Rural	25 Miles

Each Member entitled to notice shall have the right, within 7 days after the mailing of the notice of the Membership Application, to request that an impact analysis be made concerning the effect of the proposed Applicant's operations on the relevant market.

The impact study shall be conducted by an independent nationally recognized consulting firm familiar with and knowledgeable about the hospitality business, which shall not be affiliated with, in any respect, the Corporation or any of its Members. The impact study shall analyze the Applicant's prospect for success, the demand for the Applicant's services in the relevant market and the incremental impact on existing Members within the relevant market, and provide such other information as the Board may request it include. For this purpose, incremental impact means the occupancy and revenue losses (expressed as a percentage) projected to result from the operation of the Property covered by a Membership Application as a Best Western Property, less any occupancy and revenue losses projected to result to existing Members in the relevant market from operation of the Property covered by the Membership Application as a non-Best Western Property.

(b) The Board may consider a Membership Application upon the satisfaction of all impact study requirements.

(2) The Board shall not approve any Membership Application for Membership unless it has:

(a) Reviewed and analyzed any requested impact study; and

(b) Determined that granting the Membership Application for a Property will not materially impair the ability of existing Members to compete with Properties or other hospitality services operated by non-members in the relevant market.

(3) No Director shall have the right to participate in the consideration of a Membership Application if such Director has, directly or indirectly, a personal interest in the approval or denial of such Membership Application.

(D) The provisions of Article II, Section 2 shall apply to all Best Western Members regardless of sub-brand or product descriptors.

Section 3. Member Market Area Considerations

(A) A Membership Application for a Property located within the Member Market Area of a Qualified Hotel will not be accepted. An exception to this will apply only if the Voting Member responsible for each Affected Qualified Hotel advises the Board in writing that the Member has no objection to approval of the Membership Application.

(B) Definitions

(1) "Qualified Hotel" means a Best Western Property, which meets all of the following criteria:

(a) It is not currently and has not been 60 days past due on any of its Membership dues and fees or assessments twice within the last 12 months;

(b) Its most recent three quality assurance scores, or such lesser number of scores as are available if the Property has not yet received three quality assurance scores, average at least 50 points higher than the passing level as established by the Rules and Regulations; and

(c) The Member is not past due in meeting any conditions of Membership which, if past due, would constitute grounds for cancellation of Membership.

(2) (a) "Member Market Area" means a circular area around a Qualified Hotel, whose radius is measured from the center of the main entrance of the lobby and is of a length determined from the following chart, based on the Qualified Hotel's property type and applicable mid-sized hotel market category.

Property Type	Primary Market	Secondary Market	Tertiary Market
Airport	1 Mile	2 Miles	4 Miles
Intown, Downtown, Urban	0.25 Miles	1.25 Miles	3 Miles
Highway	1.5 Miles	3 Miles	5 Miles
Resort	1 Mile	2 Miles	4 Miles
Suburban	1.5 Miles	2.5 Miles	4 Miles

If a Membership is transferred to another designated Property in accordance with Article II, Section 4 of these Bylaws, the Member Market Area will be determined by the property type of the newly designated Property regardless of the Member Market Area of the previous Best Western Property.

The radius of a Member Market Area shall be measured by a global positioning system selected by the Board. Market category criteria will be as determined by Smith Travel Research or such other means as selected by the Board, subject to final approval by the Board. The Board, by an affirmative vote of five Directors, may adjust the Member Market Area radius for each property type and market category based upon an analysis of data from additional impact studies. Such adjustments of radii shall occur: (i) not more frequently than every five years; and (ii) only upon a prior favorable vote and recommendation of two-thirds (2/3) or more of the votes cast by Governors present at any Governors Conference.

(b) The Member Market Area radius may be altered by a Board policy that fairly and equitably accounts for obstacles or barriers (such as mountains, lakes and major airports) that materially affect the travel time or travel distance between a Member and an Applicant and thereby reduce the likelihood that the Applicant's Property will have an incremental

impact on the Member's Property. The Board will consult with the Governors or the appropriate Member Advisory Committees before adopting the policy. This provision shall not affect the Member's right to request an impact analysis in accordance with Article II, Section 2(C) of these Bylaws.

(3) "Affected Qualified Hotel" means a Qualified Hotel whose Member Market Area includes the location of a Property covered by a Membership Application.

(C) Notwithstanding this Section 3, if a Best Western branded hotel in a primary market cancels its Membership or its Membership is cancelled ("Cancelled Hotel"), Best Western may replace the Cancelled Hotel within the Cancelled Hotel's Member Market Area subject to a policy adopted by the Board and the impact rights of all other Members.

(D) In addition to fees, dues and assessments provided in Article II, Section 6, the Board, by an affirmative vote of five Directors, shall establish fees to cover costs of administering Article II, Section 3. It is intended that this will be a self-funding program, not subject to the limitations stated in Article II, Section 6.

(E) Member Market Area radiuses are as detailed in the Article II, Section 3(B)(2)(a) chart, subject to the following and its Rules 1 through 7:

Best Western brands shall be placed in the following "buckets":

<p>Midscale Best Western SureStay Brands</p>
<p>Upper Midscale Best Western Plus BW Signature Collection Executive Residency GLD Aiden</p>
<p>Upscale Boutique VDb Sadie</p>
<p>Upscale Best Western Premier BW Premier Collection</p>

The following rules shall apply to Membership Applications:

Rule 1: Brands in all of the colored buckets will have full MMA protection regarding hotel applications for brands in their same colored bucket. For example, a Best Western branded hotel will have its full MMA protection for a Best Western or SureStay application (both being in the "blue" band).

Rule 2: Brands in the blue and green buckets will have one-half (1/2) the MMA radius regarding hotel applications in "the other" color bucket. For example, a Best Western Plus hotel (in the "green" band) will have one half (1/2) the MMA radius regarding a Best

Western application (which is in the "blue" band) and vice versa.

Rule 3: Brands in the blue and green buckets will not have MMA protection regarding hotel applications for brands in the "orange" and "red" buckets - but keep in mind that they retain full impact study rights as noted above.

Rule 4: Brands in the orange and red buckets do not have MMA protection against any hotel application in a different color bucket.

Rule 5: Best Western branded hotels (i) in a tertiary market; (ii) with a city population of less than 15,000; and (iii) fewer than five (5) hotels that are listed in Smith Travel Research ("STR") in the city, will retain full MMA protection with regard to any hotel application.

Rule 6: If a Best Western branded hotel converts to a SureStay branded hotel, MMA does not apply to the change of brand.

Rule 7: Soft brand hotels (e.g., BW Signature Collection® and BW Premier Collection®) and SureStay® brand hotels are not Best Western members and do not have MMA protection or impact rights regarding "membership" applications; but, Best Western member hotels have MMA protection as noted above (same color buckets) and all members have full impact study rights.

(F) In the event an ambiguity, conflict or inadequate data exists in the application of the provisions of this section, the Board shall have the right in its sole discretion to resolve the conflict or ambiguity or to select appropriate data.

Section 4. Transfer of Membership to Another Designated Property

(A) A Membership may be transferred to another designated Property upon such terms, conditions and requirements as may be established by the Board from time to time.

(B) A request to transfer a Membership shall be initiated by a fully completed Transfer Application.

(C) The following terms, conditions and requirements apply to a Transfer Application:

(1) A Transfer Application may be made for another designated Property only in areas where no Member has a right to request an impact study pursuant to Article II, Section 2(C) of these Bylaws or no such Member entitled to notice requests an impact study upon proper notification.

(2) Only one transfer will be permitted within a 10 year period.

(3) Transfers pursuant to this Article II, Section 4 shall not supersede the automatic termination provisions of Article II, Section 7 of these Bylaws as they may apply to the newly designated Property.

(4) The Property to which the Membership is being transferred must, in the opinion of the Board, provide improved representation for the Corporation in the same relevant market. In

evaluating this requirement, the Board in its sole discretion may consider the proposed Property's attributes such as, but not limited to: superior facilities to the existing Member Property, better location, stronger access to demand generators and increased visibility.

(D) The Board shall establish fees to be paid by Members applying for a transfer pursuant to this Article II, Section 4. Such fees may be changed by the Board from time to time, but cannot be waived. If there is a unit count change, all fees will be assessed on the basis of the unit count at the new Property, according to Board policy on unit count increases and decreases.

(E) In the event that an ambiguity exists in the application of the provisions of this section, the Board shall have the right to resolve the ambiguity in its sole and exclusive discretion.

Section 5. Duration of Membership

(A) Unless otherwise herein provided, and other than a Four-Year Member and an Extended-Length Member in their respective Four-Year Term or Extended-Length Term, Membership shall be for one year commencing on the first day of the fiscal year of the Corporation and ending on the last day of such fiscal year. A Four-Year Member's Membership shall have as its duration a Four-Year Term as defined in Article I, and an Extended-Length Member's Membership shall have as its duration an Extended-Length Term as defined in Article I. All Memberships shall be continued as provided in Article II, Section 2(B)(2)(a), (b) and (c). All Memberships shall be subject to cancellation or termination as provided in Article II, Sections 7 and 8 of these Bylaws.

(B)

(1) And for applications approved by the Board prior to January 1, 2018. Any Member or contingently-approved Applicant may resign from the Corporation at any time; but, if the Member resigns or is terminated, all fees, dues, and charges for the remainder of the fiscal year (or for the remainder of the Four-Year Term in the case of a Four-Year Member, or for the remainder of the Extended-Length Term in the case of an Extended-Length Member) become immediately due and payable. In addition, an Extended-Length Member shall pay to the Corporation a pro-rata amount of any Development Incentive received based upon the number of months remaining in the Extended-Length Term.

(2) For applications approved by the Board on and after January 1, 2018. Any Member or contingently-approved Applicant may resign from the Corporation at any time; but, if the Member resigns or is terminated, all fees, dues, and charges (to include liquidated damages) become immediately due and payable as detailed in the Membership Agreement. In addition, an Extended-Length Member shall pay to the Corporation a pro-rata amount of any Development Incentive received based upon the number of months remaining in the Extended-Length Term.

Section 6. Fees and Dues

(A) The Board shall establish Entrance Fees to be paid by Applicants. Such Entrance Fees may be changed by the Board from time to time, but cannot be waived. The exception to this limitation is the offering and acceptance of a Development Incentive.

(B) The Board shall establish Annual Dues to be paid by Members eligible for continuing Memberships. Annual Dues shall be established by the Board during each fiscal year for the succeeding fiscal year.

(C) The Board shall establish Monthly Fees designed to cover the cost of providing services to Members. Monthly Fees for Members approved by the Board on or after January 1, 2018, shall be as determined by the Board annually, prior to the following fiscal year; however, if a Member has or Members collectively have a minimum of a fifty percent (50%) financial ownership interest in the Applicant Best Western Property at the time of the Board's application approval, the Monthly Fees shall be three and one-half percent (3 ½%) of Property Room Revenue. For the purpose of an Applicant being eligible for a Monthly Fee of three and one-half percent (3 ½%) of Property Room Revenue, the Members or Members must have each and all been a Member as of July 1, 2016.

(D) Annual Dues, Monthly Fees, and assessments may be increased by the Board no more often than once in each fiscal year. No such annual increase shall exceed the lesser of (1) five percent (5%), or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas), unless a majority of all Members vote to approve a greater increase in accordance with Article III, Section 5 of these Bylaws. This Monthly Fee limitation shall not apply to Members that pay Monthly Fees as a percentage of Property Room Revenue.

(E) Notwithstanding the limitations of this Section 6, the Board shall have the authority to offer Development Incentives. If an Applicant accepts a Development Incentive, the Applicant shall agree to an Extended-Length Term of no less than ten (10) years and Monthly Fees as determined by the Board. Upon expiration of the Extended Length Term of an application approved by the Board on or after January 1, 2018, Monthly Fees for the renewal term shall be those as determined by the Board for Applications that will be approved the following fiscal year.

Section 7. Cancellation or Termination; Exemptions; Automatic Transfers

(A) Except as provided in Article II, Section 7(B) of these Bylaws, a Membership shall automatically terminate on the date of the occurrence of any one of the following events:

(1) The Best Western Property is leased or subleased;

(2) A lease of the Best Western Property terminates;

(3) If the Best Western Property is not leased, a change occurs of 50% or more of the equitable

ownership of the Best Western Property within a 12-month period;

(4) A change occurs of 50% or more of the equitable ownership of a leasehold interest within a 12-month period;

(5) If the Best Western Property is not leased, a change occurs of 50% or more of the equitable ownership of the entity or entities owning the Best Western Property within a 12-month period;

(6) A change occurs of 50% or more of the equitable ownership of the entity or entities leasing the Best Western Property within a 12-month period.

(7) A term or condition is not met, after the Board, having provided the Member with an opportunity for a hearing, has found grounds exist for cancellation of the Membership and the Member has been granted a conditional extension in lieu of cancellation.

(8) A Member or Member with Conditions fails to maintain and provide proof of insurance coverage as required by the Rules and Regulations.

(9) A term or condition is not met by a Member whose Membership Application was approved by the Board with specific requirements and time frames for compliance prior to final approval of the Membership and has been advised that failure to meet any of these requirements will be grounds for automatic cancellation.

Except for the events specified in Paragraphs (A)(7), (8) and (9) of this Article II, Section 7, a Member may request an opportunity to be heard by submitting to the Board, in writing, at least 30 days prior to the effective date of the occurrence, the reasons, in specific detail, why the automatic termination provisions are inapplicable and the termination should not occur. The Board in its sole discretion may request the Member appear in person and provide oral testimony. The Board shall have sole discretion to determine whether an event of automatic termination will or has occurred.

For the events specified in Paragraphs (A)(7) and (A)(9) of this Article II, Section 7, the termination shall occur immediately, without notice or an opportunity to be heard. For the event specified in Paragraph (A)(8) of this Article II, Section 7, the termination shall occur automatically, without further notice or an opportunity to be heard unless the proof of insurance has been provided within 15 days after notice.

(B) The transactions listed below in this Article II, Section 7(B) are exempt from all provisions of these Bylaws which would otherwise limit transfer of Membership if all the conditions of this Section 7(B) are met. The transferee, within 30 days following the effective date of the change in equitable ownership or lessee interest, must complete and sign all forms then required by the Corporation, and pay to the Corporation all unpaid dues, fees, assessments, rentals and charges owed to the Corporation by the transferor which are not then paid by the transferor; and within such 30 days, or under such more liberal schedules

as may be set by the Board, bring the Property to a condition which meets all Best Western standards, policies and requirements which would have been applicable to the transferor. The Board may establish reasonable fees to cover the Corporation's reasonable costs of a transfer of Membership. Where a change in equitable ownership or lessee interest occurs in connection with one of the following transactions, the transferee's rights and obligations as a Member shall be effective as of the date of the change in equitable ownership or lessee interest provided each of the requirements set forth herein is satisfied within the 30 days or other time set by the Board.

(1) Bona fide financing transactions not involving changes in actual control, such as mortgages, pledges and sale and leasebacks.

(2) Changes in the legal form of ownership, without an actual change in control, such as a transfer from individual owners to a corporation where the sole owners of the stock of the corporation are the former individual owners.

(3) A transfer of equitable ownership or lessee interest (including interests transferred in trust) to a parent, spouse, brother, sister, child, stepchild or grandchild of the transferor.

(4) A transfer to a bona fide lender secured by the Best Western Property occasioned by a bona fide default, such as a mortgage foreclosure, trustee's sale, transfer in lieu of foreclosure or termination of the lease under a sale and leaseback.

(5) Changes in stock ownership of a corporation whose stock is publicly traded.

(6) Issuance of new stock in a corporation or new limited partnership interest in a limited partnership occurring prior to commencement of operation as a Best Western Property.

(C) The transactions described below in this Article II, Section 7(C) are exempt from all provisions of these Bylaws which would otherwise limit transfer of Membership:

Any change in ownership where at the time of change (a) the Member has had a passing Property inspection score for the past two regular inspections, or such greater score as approved by the vote of all Members pursuant to Article III of these Bylaws; (b) the Member has provided the Corporation with documentation satisfactory to the Corporation that, prior to the change in ownership, the Member provided the transferee copies of the then current design report and the last three Property inspection reports for the Best Western Property (or the last two if there have only been two inspections), and the transferee certified in writing that such reports were received; (c) the Best Western Property is in compliance with the current design program pursuant to Rule 500.21 of the Rules and Regulations; (d) the Member, who may be a Member with Conditions, is not past due in meeting any conditions of Membership, which, if past due, would constitute grounds for cancellation of Membership; and (e) the transferor is current with respect to all dues, fees and assessments, then in such instance, all requirements, including completion

time frames, then applicable to the transferor shall be transferred to and assumed by the transferee without alteration. The Member shall give the Corporation at least 30 days advance written notice of the intended change in ownership. The Board may waive the notice requirement if it determines that the circumstances of the transfer do not or did not permit giving 30 days advance notice to the Corporation.

Where a change in ownership occurs, the transferee's rights and obligations as a Member shall be effective as of the date of the change in equitable ownership or lessee interest provided each of the requirements set forth above was satisfied, and the transferee completes and signs all forms then required by the Corporation and pays all transfer fees within 20 days following the change or such more liberal schedule as may be set by the Board.

If the transferee's Voting Member of a Property does not have relevant hotel management experience, the Property shall have a General Manager or Assistant General Manager with at least three (3) years' experience as a General Manager or Assistant General Manager, or a management company for the first year after transfer.

(D) Unless already paid by the transferee, the transferor shall be liable for all sums due to the Corporation, including dues and charges, occurring after a transfer, until 30 days after the member services department of the Corporation is notified in writing by certified mail, return receipt requested, of the transfer. This provision shall not apply to liability associated with Membership transfers occurring prior to the expiration of an Extended-LengthTerm.

(E) In the event that an ambiguity exists in the application of the provisions of this section, the Board shall have the right to resolve the ambiguity in its sole and exclusive discretion.

Section 8. Cancellation of Memberships By Board Action

(A) The Board shall have the right to cancel any Membership under one or more of the following conditions. Failure of the Board to effect cancellation when grounds therefore exist shall not be construed as a waiver of a power to cancel Membership at a subsequent time on the same or different grounds:

- (1) Failure to pay dues or other fees, rentals, charges or assessments within the time set by these Bylaws or by the Corporation.
- (2) Failure to comply with the terms and conditions or to meet the standards as set forth in the Regulatory Documents.
- (3) Failure to operate, manage or maintain the Best Western Property in such a way as to effect credit to the Corporation and the Members.

(B) No Membership shall be cancelled under Paragraph (A) of this Article II, Section 8, except by a vote of a Majority of the Board.

(C) Prior to cancellation of a Membership pursuant to this Article II, Section 8, the Corporation shall notify the Member, by using a traceable, expedited courier

service, that the Board is considering cancellation of the Membership. Within 15 days after mailing such notification, the Member may demand, by written notice, mailed by certified mail, return receipt requested, to the membership services department of the Corporation, that a hearing be held to permit the Member to show cause why the Membership should not be cancelled. If such a request is timely made, the Board shall cause a hearing to be held and notice of the place, date and time of such hearing shall be mailed to the Member by using a traceable, expedited courier service, at least 15 days before the date set for the hearing. If a hearing is not timely requested, the Board may cancel the Membership as provided in sub-Section (B) of this Article II, Section 8. The Member shall be advised of the decision of the Board in writing.

(D) Notwithstanding any notice and hearing rights otherwise provided by this Article II, Section 8 or the Rules and Regulations, the Board may provide a lesser notice and opportunity to be heard prior to cancellation of a Membership if it, in its sole and exclusive judgment, believes: (i) the Member exhibits a gross disregard for the Regulatory Documents, or (ii) delay in a cancellation of a Membership may cause irreparable injury to the Corporation, a Member or Members, or the public. In such event, the Board shall provide at least 15 days notice of the intent to cancel the Membership. The Member shall have an opportunity to be heard by submitting to the Board, in writing, within 10 days of the date of mailing the notice, the reasons why the cancellation should not take place. Upon receipt of the Member's response, the Board shall set a hearing at which the Member may provide oral testimony. If no response is received, the Board may act without a hearing.

(E) Notwithstanding any notice and hearing rights otherwise provided by this Article II, Section 8 or the Rules and Regulations, a Member whose Membership terminates pursuant to Article II, Section 7(A) of these Bylaws may only have an opportunity to be heard as provided in Article II, Section 7(A) of these Bylaws.

Article III

Meetings of Membership and Elections

Section 1. Annual Meeting

The Annual Meeting of the Membership shall be held on a date designated by the Board during the period from September 15th through November 15th of each year. Such meeting shall be held at the location designated by the Board. The purposes of the Annual Meeting shall be to announce the newly-elected Directors, if any, to present to the Members information regarding industry developments and other matters of interest to Members, and to hold a forum for Members to raise, for discussion only, any relevant questions about the Corporation's operations.

Section 2. Special Meetings

Special meetings of the Membership may be called by the Chairperson, by four Directors or by at least 10% of the Voting Members who sign, date and deliver to the Chairperson, the Vice-Chairperson or the Secretary-Treasurer of the Board one or more written

demands for the meeting describing the purpose or purposes for which the special meeting is to be held. The Corporation may conduct only those matters at a special meeting of the Members that are within the purpose or purposes described in the notice of the special meeting. Special meetings of the Members shall be held in the City of Phoenix, Arizona, or at the Annual Meeting, and shall commence on a Monday.

Section 3. Notice of Meetings

Written or printed notice stating the date, time, place and the purpose or purposes of each annual and special Members' meeting shall be mailed by the President and Chief Executive Officer to each Voting Member not less than 30 nor more than 60 days before the date of the meeting.

Section 4. Eligibility to Vote

(A) All voting shall be restricted to those Members who hold a current, valid Membership (but not those whose Best Western Properties have never been activated on the Corporation's reservation system) and who have paid in full the Annual Dues for a continuing Membership as required by Article II, Section 2(B) of these Bylaws for the year in which the voting is conducted.

(B) Each Member who meets the requirements of Article III, Section 4(A) of these Bylaws and has on file with the Corporation a current voter registration card prior to the distribution date of the ballot shall be entitled to one vote on each matter submitted to the Membership for voting pursuant to Article III, Section 5 of these Bylaws. The Member or the Member's designee, as stated on the voter registration card, shall be the Voting Member.

Section 5. Presenting Matters for Vote by Written Petition of the Board

(A) Any matter upon which the Members are to vote, except for the election of the Board, shall be proposed by either a written motion approved by a majority of the then serving Directors or a written petition signed by at least 150 Voting Members. The petition shall set forth in detail the matter to be voted upon.

(1) The motion or petition shall be presented to the President and Chief Executive Officer who shall, within 30 days, distribute to each Voting Member a ballot and voting instructions. The President and Chief Executive Officer may also provide factual background and/or explanatory information regarding the matter to be voted upon. The ballot shall set forth each proposed action and shall provide for an opportunity to vote for or against each proposed action. The voting instructions shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter and specify the deadline, as provided in Article III, Section 5(C) of these Bylaws for submitting the ballot.

(2) The provisions of Article VIII, Paragraph (D) (2) or (D)(3) of the Articles of Incorporation, regarding required legal opinions, shall be

complied with by the proponents before the matter is presented to the President and Chief Executive Officer.

(3) Matters presented for vote pursuant to this Article III, Section 5 shall reflect the vote of each Director on each proposed change. The Board may include a majority and minority opinion on each proposed change, not to exceed 250 words.

(B) Each Member exercising the right to vote shall follow the instructions provided.

(C) At 2:00 p.m., Phoenix, Arizona time, on the first Wednesday (which is not a holiday observed by the Corporation) on or after the 30th day following the distribution of the ballots, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day the Designated Accountant shall certify the results of the vote to the Corporation.

(D) All Members voting shall have the right to be present at the certification of the results of the vote and may challenge any procedure or certification. The Designated Accountant shall rule upon each challenge in writing and the ruling of the Designated Accountant shall be final, as shall the Designated Accountant's certification of the voting results.

(E) The President and Chief Executive Officer shall, within five days of receipt of the certification of the voting results, send a written report of the voting results to all Members.

Section 6. Quorum/Votes Required for Passage

(A) Unless otherwise required by the Nonprofit Act or the Articles of Incorporation, a quorum shall be: (i) for any Annual Meeting, or any regular or special meeting of the Members, 10% of the Voting Members; (ii) for any ballot, except for the election of Directors, the timely return of ballots meeting the requirements of this Article III of 10% of the Voting Members, and (iii) for the election of Directors, 10% of the Voting Members whose Best Western Properties are located in the respective District.

(B) Unless otherwise required by the Nonprofit Act, the Articles of Incorporation, or Article II, Section 6(D) of these Bylaws for all matters upon which Members are entitled to vote, except: (i) the Election of Directors, (ii) amendment or repeal of the Bylaws and (iii) amendment or restatement of the Articles of Incorporation, an affirmative vote of a majority of the votes cast shall result in passage of the matter proposed provided at least 33 1/3% of all Voting Members vote in favor of the proposal.

(C) The adoption, amendment or repeal of any Bylaw provision requires the affirmative vote of the Members as set forth in the Articles of Incorporation.

(D) The amendment or restatement of the Articles of Incorporation or any provision thereof shall require the affirmative vote of the Members as set forth in the Articles of Incorporation.

Section 7. Proxy and Cumulative Voting Prohibited

(A) Proxy and cumulative voting by Members is expressly prohibited.

(B) No Member or Members may create a voting trust conferring on one or more trustees the right to vote or otherwise act for the Member or Members.

Section 8. District Meetings

(A) Except as otherwise provided in the Articles of Incorporation and these Bylaws, the Board may call individual District Meetings or combined District Meetings at such times and places as it may determine.

(B) The nomination of Directors under Article IV, Section 3 of these Bylaws shall be conducted at a District Meeting convened at the location of the Annual Meeting no more than two days prior to the Annual Meeting and no later than the adjournment of the Annual Meeting. The election of Directors who are uncontested for election may be conducted at this District Meeting as provided in Article IV, Section 4(A) of these Bylaws.

Section 9. Record Date

In order that the Corporation may determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action, the Board may fix a record date, which shall not be more than 70 days before the date of the meeting or action requiring a determination of the Voting Members. In the event the Board does not fix a record date: (i) the Members entitled to vote at the meeting or to demand a special meeting shall be determined as of 1:00 o'clock in the afternoon on the day before notice of the meeting is sent; and (ii) the Members entitled to take action without a meeting shall be determined as of 1:00 o'clock in the afternoon on the day before the ballot is sent. A determination of Members entitled to notice of or to vote at a Membership meeting is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board shall fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date that is more than 70 days after the record date for determining Members entitled to notice of the original meeting.

Section 10. Action by Written Consent

The Members may approve any action required or permitted by the Nonprofit Act that requires the Members' approval without a meeting of the Members if the action is approved by the affirmative vote of a majority of the voting power unless the Articles of Incorporation, these Bylaws or the Nonprofit Act, as amended, requires the action be approved by a different percentage. The action shall be evidenced by one or more identical written consents describing the action taken, signed by Members representing at least the requisite amount of the voting power required for approval of the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

Article IV

Board

Section 1. General

The affairs, business and concerns of the Corporation shall be conducted by a Board of seven Directors.

(A) The Directors shall be classified in such a manner that each Director shall serve a term of three years, except as set forth in Article IV, Section 8 and Section 11 of these Bylaws, and in such manner that the terms of approximately one-third of the whole number of Directors shall expire annually. Notwithstanding the foregoing, each Director shall hold office until the Director's successor is elected and qualified, or until the Director's earlier resignation or removal.

(B) The Board shall divide the geographic area of the Membership into seven Districts, comprised of whole states, territories, provinces and/or possessions (the District of Columbia is considered to be a state for purposes of this Article).

(C) A Majority of the Board may, if it deems such action is in the best interest of the Corporation, alter, change or amend the boundaries of the Districts by resolution of the Board without the requirement of amending this Bylaw.

Section 2. Qualifications

The following are qualifications to seek election as a Director (a "Candidate"), and to remain qualified to serve as a Director:

(A) Equity Interest.

(1) A Candidate must own, and must have owned for at least two years prior to seeking election, at least a 25% equity interest in an owned Best Western Property or Properties.

(2) A Candidate must own and continue to own through the election process at least a 10% equity interest in an owned Best Western Property in the District the Candidate seeks to represent.

(3) A Director must continuously own at least a 25% equity interest in an owned Best Western Property or Properties.

(4) A Director must continuously own at least a 10% equity interest in an owned Best Western Property in the Director's District.

(5) A Candidate or a Director may satisfy the 25% equity interest ownership requirement by adding together Best Western equity interest ownerships as long as each added equity interest is at least 10%.

(B) With respect to Sections (A)(2) through (A)(5) above, a Candidate or a Director must be and must remain the Voting Member for any Best Western Property or Properties relied upon to satisfy the equity interest ownership requirement.

(C) Must reside in the District the Candidate seeks to represent and the Director represents.

(D) Has not been convicted of a felony, a crime involving fraud or falsehoods, or a crime related to the operations of a hotel or to the lodging industry.

(E) (1) with regard to Properties in which a Candidate or a Director has an ownership interest, they must cumulatively have and maintain a Quality Assurance average score, measured using the three (3) most recent assessments for each Property, that is at or above the previous year's North American average; and (2) the Board of Directors shall establish a policy of enforcing this requirement consistent with Best Western membership rules.

Equity interest ownership can be established by a Best Western Property that is in a closely held family trust that is for the benefit of the Director Candidate or Director, and a parent, spouse, child or blood-related brother or sister.

Equity interest in a Best Western Property shall be established by providing, at a minimum:

- (A) Recorded title to the Property;
- (B) Relevant corporate filings showing ownership interest among owners, partners, members or shareholders;
- (C) Relevant tax filings; and
- (D) Any relevant agreements or trust documents among owners, partners, members or shareholders.

Residence shall be established by providing documentation, at a minimum, of the following:

- (A) A permanent personal dwelling in the District;
- (B) A valid state or province driver's license or identification reflecting a permanent personal dwelling in the District; and
- (C) A valid state or province tax return from the previous year reflecting a permanent personal dwelling in the District.

Failure to provide such equity interest ownership or residence documentation shall constitute a presumption that the Candidate or the Director is not qualified to serve.

Felonies and crimes involving fraud or falsehoods may be established through a search of public records, to include but not limited to court records. The existence of any such record shall constitute a presumption that the Candidate or Director is not qualified to serve.

Directors shall certify annually their continued qualification to serve as a Director. The General Counsel may request and a Director shall provide any documents and information reasonably required to evaluate and verify the annual certification. Within the scope of the evaluation and verification, Directors shall execute all documents requested by the General Counsel related to the obtaining of relevant documents and information.

Section 3. Nominations for Directors

No more than two days prior to the date of the first general business session for all Members at the Annual Meeting, nominations for Directors shall be made from the floor at a District Meeting of the District for which

a Director is to be elected held pursuant to Article III, Section 8(B) of these Bylaws; provided, however, that except in the case of a vacancy occurring on the Board as described in Article IV, Section 8, a Candidate's name may not be placed in nomination unless there shall have been filed with the General Counsel at least 45 days prior to the calling of the District Meeting to order:

- (A) A written statement signed by the Candidate:
 - (1) Agreeing to accept the nomination.
 - (2) Certifying Article IV, Section 2 qualifications.
 - (3) Certifying there is neither a presently serving Director whose term does not expire during that year nor a candidate in any District who is affiliated, directly or indirectly, with a Best Western Property which the certifying Candidate represents.
- (B) Documentation supporting Article IV, Section 2 qualifications.

The burden of proof is on the Candidate to establish by a preponderance of the evidence that the Candidate is qualified in accordance with Article IV. The General Counsel may request and the Candidate shall provide any documents and information relevant to determining qualification. The Candidate shall execute all documents requested by the General Counsel related to the obtaining of relevant evidence. Within 7 days of the receipt of the required documentation, the General Counsel shall determine whether the information provided supports the certification. If the General Counsel concludes that the information provided does not support the certification, the General Counsel shall promptly make a full report with detailed explanation to the Board. The Candidate will not be eligible to be nominated unless at least five Directors vote in favor of accepting the information as supporting the certification.

At least 45 days prior to the District Meeting of the Director Candidate's District, the Director Candidate shall provide to the General Counsel a summary of the Director Candidate's relevant background (to include all past and present Best Western Property equity interest, education, work experience, Best Western experience, and whether the Director Candidate has filed for personal bankruptcy protection in the prior 7 years). This information shall be provided to Voting Members as detailed in Article IV, Section 4.

Section 4. Election of Directors

(A) On or before the second Monday following the date of the first general business session for all Members at the Annual Meeting, the President and Chief Executive Officer shall distribute to each Voting Member in the District for which a Director is to be elected, the following: (i) a ballot showing the names of all qualified nominees for Director from that District; (ii) a summary of each qualified nominee's relevant background (to include all past and present Best Western Property equity interest, education, work experience, Best Western experience, whether the qualified nominee has filed for personal bankruptcy protection in the prior 7 years, and the past two years

of performance of any Best Western Property in which the qualified nominee has an equity interest); and (iii) voting instructions indicating the number of responses needed to meet the quorum requirements, stating the percentage of approval necessary to elect a Director and specifying the date and time, as provided in Article IV, Section 4(C) of these Bylaws, by which votes must be submitted in order to be counted; provided, however, if there is only one qualified nominee for Director from the District, the Voting Members of that District that are present at the District Meeting at which nominations for Director were made shall hold a voice vote on election of the nominee.

(B) Except in circumstances where a voice vote is held, each Voting Member may vote for one Director for the District in which the Member's Best Western Property is located and for which candidates have been nominated on the ballot provided pursuant to Article IV, Section 4(A) of these Bylaws. The Member shall cast his/her vote as specified in the voting instructions.

(C) At 2:00 p.m., Phoenix, Arizona time, on the 16th day following the distribution of the election ballots to the Members, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day the Designated Accountant shall certify the results of the vote to the Corporation.

(D) All Members shall have the right to be present at the certification of the results of the vote and may challenge any procedure or certification. The Designated Accountant shall rule upon each challenge in writing and the ruling of the Designated Accountant shall be final, as shall the Designated Accountant's certification of the voting results.

(E) The President and Chief Executive Officer, immediately upon receiving the certification of the results of the election, shall send each candidate a copy of the certification and within five days thereafter send a written report of the election results to all Members.

(F) When a voice vote is held, each Member of the District for which such voice vote is held may, upon being asked by the chairperson of the District Meeting, respond by voice either for or against the sole qualified nominee for Director. The chairperson of the District Meeting shall then determine the outcome of the voice vote, which determination shall be final.

(G) The nominee in each District who receives the highest number of votes cast from Members in that District shall be elected. Where a voice vote is authorized by these Bylaws, a nominee who receives a voice vote in favor of such nominee's election as a Director shall be elected.

(H) Directors elected shall take office at the Regular Annual Meeting of the Board immediately following the Annual Meeting in the year elected or upon certification of the election by the Designated Accountant, whichever occurs later.

(I) Directors shall be elected for a term of three years except as set forth in Article IV, Section 8 of these Bylaws.

Section 5. Quorum; Voting and Waiver of Notice

(A) A Majority of the Board shall constitute a quorum for the transaction of business. Except as expressly provided otherwise in these Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

(B) If at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting, from time to time, until a quorum is obtained, and no further notice thereof need be given other than by announcement at the adjourned meeting.

(C) Proxy voting by a Director or Directors is expressly prohibited.

(D) A Director may waive any notice required by the Nonprofit Act, the Articles of Incorporation or these Bylaws by executing a written notice of waiver before or after the date and time of the meeting. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director: (i) at the beginning of the meeting or promptly upon the Director's arrival objects to holding the meeting or transacting business at the meeting; and (ii) does not thereafter vote for or assent to action taken at the meeting.

Section 6. Regular Annual Meeting of the Board

(A) There shall be one Regular Annual Meeting of the Board each year and such other meetings as fixed by the Board. Each meeting may extend over a period of consecutive days without being adjourned.

(B) The Regular Annual Meeting of the Board shall be held each year at the principal office of the Corporation at 8:00 A.M. local time on the first or second Monday of the Corporation's fiscal year as determined by the Board, with at least thirty (30) days notice to the Membership, for the purpose of electing Officers of the Board designated in Article V, Section 1 and conducting such other business as may be brought before the meeting.

Section 7. Special Meetings of the Board

Special meetings of the Board may be called by the Chairperson upon the written request of any three Directors (which three Directors may include the Chairperson). Notice of any such special meeting setting forth the date, time and place of the meeting shall be in writing and given at least five days before the meeting personally, by facsimile, by wire or wireless communication, by private carrier, or by overnight courier. The notice shall describe the purpose of the special meeting.

Section 8. Vacancies

A vacancy on the Board occurring prior to 90 days before the next Annual Meeting shall be filled by special election according to the procedures established in this Article IV, Section 8, and in accordance with Article IV, Section 4 of these Bylaws.

Notice of the vacancy shall be mailed to the Voting Members in the District for which there is a vacancy within 10 days of receipt of notice by any Director or the President and Chief Executive Officer of the occurrence of an event that has caused a vacancy. Members may nominate candidates by presenting to the President and Chief Executive Officer, within 30 days of the mailing of the notice, a nominating petition signed by at least five Voting Members in the District. The proposed candidate shall submit to the President and Chief Executive Officer or his designee all documents required by Article IV, Section 3 of these Bylaws prior to the distribution of the ballots in a contested election, or within 60 days of the mailing of the notice of the vacancy in an uncontested election. Voting in a contested election shall be conducted by secret ballot, in accordance with Article IV, Sections 4 and 8 of these Bylaws. The President and Chief Executive Officer shall distribute ballots on the 30th day following the mailing of the notice of the vacancy and voting shall be concluded within 60 days of the mailing of the notice of the vacancy. At 2:00 p.m., Phoenix, Arizona time, on the final day of such 60-day period, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day, the Designated Accountant shall certify the results of the vote to the Corporation. The candidate receiving the highest number of votes shall serve the remainder of the term for such Board position. In the event only one candidate is eligible for election, on the 30th day following the mailing of the notice of vacancy, the President and Chief Executive Officer shall declare, upon the affirmative vote of a majority of the then serving Directors at a meeting of the Board, that the candidate is elected to serve the remainder of the term for such Board position. The vote by the Board may be by telephone conference call participated in by a majority of the then serving Directors.

Section 9. Compensation of Members of the Board of Directors

Directors shall serve as such without salary or other compensation, except as provided in this Article IV, Section 9.

(A) Directors shall receive an annual fee. The annual fee shall be adjusted annually, as appropriate, to account for inflation.

(B) For each day a Director (i) is away from both the Director's principal place of business and the Director's primary personal residence and (ii) is performing services on behalf of the Corporation, the Director may request reimbursement of reasonable business and travel expenses. Reimbursement of the expenses shall be according to the then Board policy regarding the reimbursement of business and travel expenses. If a Director stays in a private secondary residence, other than his/her legal residence, while in Phoenix, Arizona, performing services on behalf of the Corporation, the Director may request payment equal

to or less than the average amount of the hotel costs paid by Directors staying at Best Western Properties.

(C) For the reimbursement of allowed business and travel expenses, the Director must provide the Corporation with a summary of activities and services performed on behalf of the Corporation and documentation, acceptable for federal income tax purposes, of the expenses incurred. The Board may adopt on an annual basis a policy regarding the reimbursement of business and travel expenses. If the policy differs from that of the prior year, the Board shall provide each Member with a notification of the changes.

Section 10. Specific Powers of Board

Without in any way limiting the general and other powers of the Board as established by statute, by the Articles of Incorporation, and elsewhere in these Bylaws, the Board shall have the following powers:

(A) To employ and discharge the President and Chief Executive Officer.

(B) To work with the President and Chief Executive Officer to carry out the plans, as described in Article V, Section 4 of these Bylaws, and meet the budget approved by the Board.

(C) To manage the operations of the Corporation that affect the financial affairs of the Members, including but not limited to: Membership development, Property standards and evaluations, hearings and Member meetings and communications.

(D) To work with the Advisory Committees to develop strategic direction of the Corporation.

(E) To set policies for the strategic direction of the Corporation.

Upon written request to the President and Chief Executive Officer, a Director shall be provided all records of the Corporation, including individual employee payroll information. Except for individual employee payroll information, information contained within employee personnel files, as maintained by the director of human resources, shall not be provided. Subject to the provisions of A.R.S. § 10-11602(A), and prior to the disclosure of information received by Directors to third parties, the Director shall notify the Board in writing as to the party requesting information and the purpose of such disclosure. It is the duty of the Director to ensure the information remains confidential and is not disclosed by the third party. The Board may designate other information as confidential. This additional confidential information shall be subject to the notification provisions applicable to individual employee payroll information.

A Director shall immediately report to the President and Chief Executive Officer or the General Counsel all Corporation employee alleged misconduct, including, but not limited to, violations of the Corporation Code of Business Conduct and Ethics, which applies to all Corporation employees, and alleged illegal or unethical behavior by a Corporation employee. The President and Chief Executive Officer or the General Counsel

shall promptly advise the Board of any such report and shall keep the Board apprised of the matter. The Board may decide to involve independent outside auditors in any investigation. Directors shall cooperate in any Corporation investigation related to the matter.

A Director does not have the authority to, and may not, promise or grant anonymity, confidentiality, or immunity to any Corporation employee.

Section 11. Removal of Directors

(A) Removal by Petition. Upon delivery to the President and Chief Executive Officer of a written petition proposing the removal of a particular Director, signed by at least one-third of all Voting Members in such Director's District, a special election shall be held according to procedures established in Article IV, Section 8 of these Bylaws. Notice of the election shall be distributed to the Voting Members in the District within 10 days of receipt of the petition. The incumbent Director shall automatically appear on the election ballot unless the Director has notified the Board and the President and Chief Executive Officer in writing of the Director's desire not to be placed on the ballot. In the event the Director resigns before ballots are distributed, election of a Director for the then vacant position shall be as provided in this Article IV, Section 11. Other candidates may be nominated by presenting to the President and Chief Executive Officer, within 30 days of the submission of the petition, a nominating petition signed by at least five Voting Members in the District. Each proposed candidate shall submit to the President and Chief Executive Officer or his designee all documents required by Article IV, Section 3 of these Bylaws prior to the distribution of the ballots. Voting in contested elections shall be conducted by secret ballot, in accordance with Article IV, Sections 4 and 11 of these Bylaws. The President and Chief Executive Officer shall distribute ballots on the 30th day following the receipt of the petition, and voting shall be concluded within 60 days of receipt of the petition proposing removal. At 2:00 p.m., Phoenix, Arizona time, on the final day of such 60-day period, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day, the Designated Accountant shall certify the results of the vote to the Corporation. The candidate receiving the highest number of votes shall serve the remainder of the term of such Board position.

(B) Removal by Board. At any time during the Corporation's regular business hours, members of the Board shall have the right to review any expense reports submitted to the Corporation by any Director. If the Board determines that there is cause to believe that a Director has falsified information on an expense report filed with the Corporation, the Board shall hold a hearing to determine whether the information was falsified by the Director. If the Board determines, based on a preponderance of the evidence, that a Director has falsified information on an expense

report, the Board shall ask that Director to resign. If the Director refuses to resign, the Board may remove the Director by the unanimous vote of all remaining Directors (excluding the accused Director). Both the determination of falsification and the vote must take place during an open meeting of the Board at which any Member may attend. The Board may consider at the hearing any evidence it determines to be competent and relevant. The Board member charged with filing false expense reports may attend the hearing with legal counsel and shall have the opportunity to offer a defense. Any Member is entitled to obtain from the Corporation a copy of the minutes of any proceeding for the removal of a Director. If the Board removes a Director, as provided herein, the Board shall call a special election in the removed Director's District for the election of a new Director.

(C) Removal as Not Qualified.

In the event that a Director is presumed not qualified to serve based upon Article IV, Section 2 Qualifications, the Director may submit any relevant evidence to establish that he or she is qualified to serve and the following process shall be used to determine what further action, if any, to take:

- (1) If the General Counsel determines that there is reasonable cause to believe that a Director does not meet the qualification requirements of Article IV (the "Respondent"), the General Counsel shall engage an independent third-party to conduct an inquiry related to the Respondent's qualifications. The General Counsel shall promptly advise the Board in writing of the engagement.
- (2) The independent third-party shall conduct an impartial investigation regarding the Respondent's Article IV qualifications. The independent third-party shall consider all competent, relevant evidence. The Board and the Respondent shall cooperate fully in the investigation and provide any requested relevant documents and information to the independent third-party. Within the scope of the investigation, the Board and the Respondent shall execute all documents requested by the independent third-party directly related to the obtaining of documents and information.
- (3) All reasonable efforts shall be made by the independent third-party to complete the investigation within 30 days of engagement.
- (4) The independent third-party shall produce a written report that includes findings of fact and conclusions as to whether the Respondent meets the Director qualification requirements of Article IV. The independent third-party shall use a preponderance of the evidence standard.
- (5) The written report shall be provided to the General Counsel who shall provide the report to the Board, including the Respondent, within three business days of receipt.
- (6) The General Counsel will present the report at an open session Board meeting within 30 days of receipt of the written report.

(7) If the independent third-party concludes that the Respondent meets the Director qualification requirements of Article IV, the matter shall be closed and no further action required.

(8) If the independent third-party concludes that the Respondent does not meet a Director qualification requirement of Article IV, the Respondent shall be provided notice, and shall have the right to be present and to have counsel present at the open Board meeting at which the report is presented and considered. The open Board meeting at which the report is presented and considered shall not be less than 20 days after the Director is provided notice of the report. Respondent's counsel shall not have the right to address the Board; rather, counsel may assist and advise the Respondent. If upon completion of the process the Respondent is not removed, the Respondent will be reimbursed reasonable attorney's costs and fees; otherwise, counsel shall be at the sole cost of the Respondent.

(9) At the open Board meeting, the Respondent will be allotted a reasonable amount of time to present relevant, competent evidence. The Respondent may also make a statement.

(10) The Board shall consider the report and all matters presented, deliberate in open session and then determine, through vote, whether the matter of the Respondent's qualifications and possible removal should be submitted to the Members for vote. If a majority of the Directors then serving (excluding the Respondent) does not vote to submit the matter of the Respondent's qualifications and possible removal to the Members for vote, the matter is closed and no further action required.

(11) If the Board determines by a vote of a majority of Directors then serving (excluding the Respondent), that the matter of the Respondent's qualifications and possible removal should be submitted to the Members for vote, the Board shall submit the proposed removal to the membership for ballot in accordance with Bylaws Article III, Section 5. The ballot shall include a copy of the independent third-party's report and the vote of each Director on the issue of sending the matter to the Members for vote. The Board may include a majority and minority statement on the proposed removal, not to exceed 250 words each. The Respondent may provide a statement, not to exceed 250 words.

(12) If the ballot for the removal of the Respondent results in an affirmative vote of a majority of the votes cast, provided at least 33 1/3 % of all Voting Members vote in favor of the removal, the ballot shall result in the removal of the Respondent who no longer holds office upon the certification of the ballot by the Designated Accountant.

(13) A ballot for the removal of the Respondent requires the affirmative vote of a majority of the votes cast, and the affirmative vote of at least

33 1/3 % of all Voting Members, in favor of the removal, otherwise the Director is not removed and the removal action as to qualifications is concluded. A Director removal ballot that does not pass does not affect any other action taken by the Board.

If the ballot results in the removal of Respondent, the process of filling the vacancy detailed in Bylaws Article IV, Section 8 Vacancies, shall apply.

Section 12. Maximum Term of Directors

No person who shall have served two or more elected terms, whether or not consecutive, shall be eligible to be appointed or elected as a Director. For purposes of this Article IV, Section 12, "elected term" shall include an unexpired term to which a Director is elected to fill a vacant Director position pursuant to Article IV, Section 8 of these Bylaws, or to replace a removed Director pursuant to Article IV, Section 11 of these Bylaws, which elected term shall have as its length the period from election until the next Regular Annual Meeting of the Board plus three years.

Section 13. Conduct of Board Meetings

At least 10 days prior to each regular Board meeting, a written agenda setting forth each item to be presented at the meeting shall be prepared and made available to each Director and to any Member upon request. Action at Board meetings shall be limited to action on those items set forth in the agenda, except for such matters as the Chairperson and at least two other Directors certify in writing to involve a bona fide emergency requiring immediate action of the Board. All meetings of the Board shall be open to any Member except that the Board may convene a closed executive session for the purpose of considering personnel matters, considering confidential issues dealing with specific Members, receiving legal advice or for any other matter which, to avoid legal liability, may require confidential treatment. The Board may convene an executive session only upon the affirmative roll call vote of at least 80% of the then serving members of the Board. Action of the Board may only be taken by recorded roll-call vote and the vote of each Director on each issue must be recorded. The Board shall keep detailed minutes of all meetings, including minutes of the general nature of discussions in executive sessions, which minutes shall be made available to all Members upon request. The Board may keep detailed minutes of proceedings in executive session which shall be considered privileged and not subject to disclosure except upon proper legal authority or court order. An executive session may only occur within a regular or special Board meeting.

Section 14. Limitation on Employment of Directors During and Following Term

During the period of time an individual serves on the Board, and for a period of five years thereafter (commencing from the date the individual no longer is serving on the Board, whether or not the former Director completes the entire term), such individual shall not be employed by the Corporation in any

capacity without the approval of the Members. In addition, during such period of time, such Director, and any corporation, partnership, proprietorship, trust or other business entity in which such individual has an equity or beneficial interest of more than 5%, shall not in any way be employed or engaged by the Corporation, or contract with the Corporation, in any manner, without the approval of the Members. The approval of the Members required in this Article IV, Section 14 shall be determined pursuant to Article III of these Bylaws.

Section 15. Limitation on Certain Appointees

(A) No Board member may appoint his or her own employee or relative as a Governor or to an Advisory Committee. For purposes of this Bylaws Article IV, Section 15: (i) an employee is a person who receives compensation from and whose work is controlled or directed by a Board member or an entity in which a Board member has an ownership interest; and (ii) a relative is a parent, spouse, brother, sister, child, stepchild, grandparent, grandchild, uncle, aunt, nephew, niece, or first cousin (all through blood or marriage) of the appointing Board member.

(B) No Board member may appoint his or her business partner as a Governor or to an Advisory Committee unless the appointee is a current Voting Member and has an ownership interest of at least 10% of the hotel of which the appointee is the current Voting Member. For purposes of this Bylaws Article IV, Section 15, a business partner is defined as an individual with whom a Board member directly shares business interests (e.g., revenue, losses, and/or liability).

Section 16. Litigation Defense Costs and Fees

A Director who is a plaintiff in a lawsuit, or who is providing funding for a lawsuit, in which the Corporation, the Board, a Director, an Officer, an employee, a subsidiary, or an affiliate organization is a defendant, shall be responsible for reimbursing the Corporation for all reasonable costs of litigation, including, but not limited to, attorneys' costs and fees and expert witness costs and fees, if the defendant Corporation, Board, Director, Officer, employee, subsidiary, or affiliate organization is the prevailing party in such lawsuit.

Article V

Officers

Section 1. Designation of Officers

The Board shall annually, at its Regular Meeting of the Board, name the Officers of the Board who shall consist of a Chairperson of the Board, Vice-Chairperson of the Board and Secretary-Treasurer of the Board, all of whom shall be Directors. The Board shall have the power to confer such titles as it deems appropriate on any Officer or employee of the Corporation.

Section 2. Chairperson

(A) The Chairperson, who shall serve for a one year term, shall preside at Board meetings and official meetings of the Members. The Chairperson shall have such powers as the Board may assign. The Chairperson

shall have the right to serve as an ex officio member of any committee appointed by the Board. No person shall serve more than one year as Chairperson unless elected to an additional term by the unanimous vote of the Board.

(B) In the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, the Vice-Chairperson, or a Director elected by the Board for the term and purpose stated in the resolution of election shall perform the duties of the Chairperson, and when so doing, shall have all the powers of, and be subject to, all the restrictions upon the Chairperson.

Section 3. Vice-Chairperson

A Vice-Chairperson shall be named by the Board and shall perform such duties and have such authority as determined by resolution of the Board.

Section 4. President and Chief Executive Officer

The President and Chief Executive Officer shall be named by the Board, shall be the chief administrative officer of the Corporation and shall have such powers and duties as the Board may assign. The President and Chief Executive Officer shall have such duties, responsibilities and powers as are incident to a chief executive officer, but shall at all times be responsible to the Board and shall carry out and conform to the orders and directions issued from time to time by the Board. The President and Chief Executive Officer shall be responsible for managing the affairs of the Corporation in order to meet the objectives of the Board in the strategic direction, updated strategic plan, yearly business plan and yearly budget or amendments thereto approved by the Board. The President and Chief Executive Officer shall be responsible for the hiring and discharging of all Vice-Presidents and other employees. Prior to the discharge of a Vice-President, the President and Chief Executive Officer shall notify the Board members and allow discussion.

Section 5. Vice-Presidents

Vice-Presidents named by the President and Chief Executive Officer shall perform such duties and have such authority as determined by the President and Chief Executive Officer.

Section 6. Secretary-Treasurer

The Secretary-Treasurer of the Board shall perform such duties as determined by the Board.

Article VI

Miscellaneous Provisions

Section 1. Corporate Seal

The corporate seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the date of its creation and the words "Incorporated in Arizona." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced on, or otherwise applied to any document, paper or other receiving surface.

Section 2. Fiscal Year

The fiscal year of the Corporation shall be such as shall from time to time be determined by the Board.

Section 3. Checks, Drafts, Notes

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officers, or agent or agents, of the Corporation, and in such a manner, as shall from time to time be determined by the Board.

Section 4. Loans

No loans shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board. Such authority may be general or confined to specific instances.

Section 5. Annual Financial Statement

Within 90 days after the close of the fiscal year of the Corporation, a financial statement, including the balance sheet and profit and loss statement for the preceding fiscal year, shall be furnished to each Member. This financial statement shall be certified by an independent certified public accountant.

Section 6. Annual Budget

At least 30 days prior to the beginning of each fiscal year, the Board shall have approved a final, detailed annual budget showing proposed receipts and expenditures for the upcoming fiscal year. The annual budget shall be distributed to all Members who make written request therefore, and who acknowledge, on a form prescribed by the Corporation, that, except as may be required by law, the Member will maintain and protect the confidential nature of the documents provided, except that it may be disclosed to Voting Members. Members receiving the annual budget shall reimburse the Corporation for reasonable photocopy charges (which shall not include employee or overhead expenses of the Corporation).

Section 7. Patronize Best Western Hotels

The Board shall adopt policies designed to maximize the business use of Best Western Properties by Members, the Board, Officers, employees and agents. The policy shall provide that a Best Western Property should be patronized, subject to reasonable availability, anytime that the Corporation pays for motel or hotel rooms or services. Such policy may provide for exceptions, however, where Best Western Properties are not reasonably available for the Annual Meeting or for District Meetings, and for trade shows held at other facilities where it is beneficial for attendees to be staying on premises at such non-Best Western facilities.

Section 8. Limitations on Inspections

A Member shall be given a minimum of 24 hours notice before any inspection of such Member's Best Western Property. No inspection of a Member's Property shall occur while such Member is attending any official meeting of the Corporation, including (without limitation) annual conventions and meetings of the Board, or within close proximity to the death of a family member of the particular Member, or on a recognized holiday. No points shall be deducted from an inspection score with respect to work on or

improvements to a Property designed to correct the matter in issue and pursued with reasonable diligence, (i) which has been commenced prior to receipt by the Member of the notice of inspection, but which has not yet been completed, and which was not indicated to need correction on the next previous inspection, or (ii) which has been commenced in response to and within a reasonable time after the last inspection of the Property, but has not yet been completed at the time of the current inspection. If the same defects are noted in the next following inspection, points may be deducted at that time.

Section 9. Marketing/Pricing Programs

(A) The Board shall not establish any mandatory marketing or discount programs involving a discount from published rack rates of Members in excess of 10%, without an affirmative vote of the Members pursuant to Article III of these Bylaws.

(B) Only mandatory programs, and voluntary marketing programs that have been agreed to in writing by the Member, may be loaded into the reservation system in an "open" status.

Section 10. Advisory Committees

(A) To provide for appropriate Membership input into decisions of specific concern to Best Western Property owners, and to assist the Board and the management team in maintaining proper insight into company matters, the following Advisory Committees are hereby created: Best Western for a Better World Committee, Education & Training Committee, Marketing Committee, Membership Development Committee, Quality Assurance Committee, Reservations & Technology Committee and Supply Committee.

(B) The role of the Advisory Committees is to provide the benefit of Property perspective and to act as an advisory group to the Board, enhancing the Corporation's ability to provide Member services. The role of the Advisory Committees is not to provide direction to or supervision of the Corporation's staff. Any direction of the Corporation's staff in relation to Advisory Committee functions may be undertaken by the Board upon recommendation of the Advisory Committee. Advisory Committee members will follow the Corporation's ethics policies.

(C) Each District shall be represented by the same number of Members on each Advisory Committee. Each Director shall annually appoint Advisory Committee members whose Best Western Property is within the Director's District. These appointments shall be subject to ratification by the Board. At any time, the appointment or ratification of an Advisory Committee member may be rescinded, with the vacancy filled by the Director, subject to ratification by the Board. Advisory Committee members shall be eligible to serve a maximum of six consecutive years, at which time they must leave the Advisory Committee for a minimum of three years before being eligible for reappointment to that Advisory Committee. Advisory Committee members may serve beyond six years until the expiration of the current term of the appointing

Director. No Member may serve simultaneously on more than one Advisory Committee.

(D) At the beginning of each fiscal year, the Board, with the recommendations of the Advisory Committees, shall establish the anticipated program of work for each Advisory Committee. The Board shall determine the amount of funds necessary for each Advisory Committee to complete its assigned tasks in a comprehensive and reasonable manner. Such budget shall provide funding sufficient for a minimum of two meetings per year, which all Advisory Committee members may attend in person.

(E) The Board shall ensure that each Advisory Committee is provided with timely, comprehensive and pertinent information reasonably necessary to carry out well-informed deliberations. Advisory Committee action will take the form of recommendations reported to the Board no later than the second regular Board meeting following each Advisory Committee meeting. In addition, the chairperson of the Advisory Committee and the appropriate member of staff are responsible for accurately reporting the Advisory Committee findings to the Board, and to be available in person or via telephone to discuss and answer any questions the Board may have regarding the Advisory Committee recommendations.

(F) The recommendations and actions of any Advisory Committee shall not be binding on the Board or the Corporation and shall not constitute an act of the Corporation.

Section 11. Conflict of Interest

No employee of the Corporation shall directly or indirectly, as a proprietor, partner, shareholder, employee, lender or in any other capacity, acquire or retain any interest in a Best Western Property.

Section 12. Information to Members

Except as specifically provided otherwise in the Nonprofit Act, the Articles of Incorporation or Article II, Section 8 of these Bylaws, whenever these Bylaws require the Board or the Corporation to notify, advise or provide information or material in writing or by mail, the notice, advice, information or material may be provided by letter, facsimile, e-mail, the Corporation's website for Members, or other appropriate means calculated to provide such information or material to the intended recipient.

Section 13. Electronic or Online Voting System

For all Membership ballots, other than those conducted by a voice vote, the Corporation shall use an electronic or online voting system that shall:

- (A) Be confidential, auditable and secure;
- (B) Provide voter anonymity; and
- (C) Produce accurate vote counts.

Article VII

Indemnification of Directors, Officers, Governors and Committee Members

Section 1. Persons Indemnified

The terms "Corporation," "Director," "Expenses," "Liability," "Officer," "Party," and "Proceeding" when used in this Article VII, Indemnification of Directors, Governors and Committee Members, shall have the same meanings as set forth in A.R.S. § 10-3850, as amended.

(A) Directors. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is or was a party to a Proceeding because he is a Director, this Corporation shall indemnify said person, as more fully provided in the Articles of Incorporation.

(B) Officers. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was an Officer of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

(C) Governors. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was a Governor of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

(D) Standing Committee Member. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was a standing committee member of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

(E) Ad Hoc Committee Member. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was an ad hoc committee member of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

Section 2. Advance of Expenses

This Corporation may pay for or reimburse the reasonable Expenses incurred by a Director, Officer, current or former Governor or current or former standing committee member who is a Party to a Proceeding in advance of final disposition of the Proceeding in accordance with A.R.S. § 10-3853, as amended.

Section 3. Power to Indemnify

(A) Subject to the provisions of paragraph (B) of this Section 3, to the extent permitted by Arizona law, the Board shall have the power to indemnify persons who are not Officers, Directors, Governors, standing committee members and ad hoc committee members and the power to pay for or reimburse reasonable expenses incurred by any such person who is a Party to a Proceeding.

(B) No other person or entity than those specifically named in the Articles of Incorporation shall be indemnified unless by specific Resolution of the Board identifying the indemnitee and the specific scope and conditions of the indemnity.

(C) Except as provided above in paragraph (B) of this Section 3, no indemnity shall be extended, by grant whether express or implied, to a Member, actual or apparent agents or independent contractors.

Article VIII

Code of Business Conduct and Ethics

The Directors of the Board acknowledge and accept the scope and extent of their duties as directors. Directors have a responsibility to carry out their duties in an honest, businesslike manner and within the scope of their authority, as set forth in the Corporations & Associations laws of the State of Arizona, and in the Articles of Incorporation and Bylaws of the Corporation. Directors are entrusted with, and are responsible for providing oversight of the assets and business affairs of the Corporation in an honest, fair, diligent and ethical manner. Directors must act within the bounds of the authority conferred upon them and with the duty to make and enact informed decisions and policies in the best interests of the Corporation and all of its Members. The Board, and Directors individually, shall comply with the following Code of Business Conduct and Ethics (the "Code") and shall adhere to the standards of loyalty, good faith, and the avoidance of conflict of interest that follow.

Section 1. Duty of Good Faith and Loyalty

(A) A Director owes allegiance to the Corporation and must act in the best interests of the Corporation while acting in his or her official capacity.

(B) A Director shall be diligent to ensure that the Corporation's interests are pursued during the meetings of the Board.

(C) A Director may not use the position or authority for personal profit, gain or other personal advantage over other Members or the Corporation.

(D) A Director is accountable to the Corporation and all Members for his or her official actions and can be held personally liable for fraud or breach of fiduciary duty in the conduct of Best Western's affairs. "Fraud" generally means any act, expression, omission or concealment intended to deceive another for the Director's benefit. "Fiduciary duty" generally refers to the duty of a Director to act with a duty of care, loyalty, good faith and honesty in a manner that the

Director reasonably believes is in the best interests of the Corporation. Whenever a Director has a question about any particular behavior or action, he or she should consult the Corporation's legal counsel.

(E) A Director shall exercise honest and reasoned judgment and act reasonably and in good faith for the best interests of the Corporation.

(F) A Director shall not discuss personal business during a meeting of the Board nor advance his or her personal interests while in official session at the expense of the Corporation.

(G) A Director shall not make personal attacks on other Directors, staff or Members. Disagreements shall be expressed in an objective, professional and respectful manner to the entire Board and shall not be directed to the person with an opposing point of view.

(H) A Director may not accept commissions or rebates that belong to the Corporation for his or her personal gain.

(I) A Director shall not submit to the Corporation false claims nor make false statements related to any claim for reimbursement.

(J) A Director shall conduct all aspects of his or her public and private life in a manner that does not disparage or degrade the image of the Corporation or the Board.

Section 2. Duty to Use Care, Skill and Diligence When Carrying Out Official Acts

(A) A Director is required to act honestly and in good faith, in a manner reasonably believed to be in the best interests of the Corporation, and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances.

(B) A Director shall use his or her best efforts to keep apprised of legislation or regulations that affect the Corporation.

(C) A Director shall seek the advice of experts when making decisions on behalf of the Corporation in areas of competence in which the Director has not been trained.

(D) A Director may not exercise favoritism, and must treat all Members and all similar situations alike, serving the interests of all Members impartially and without bias.

(E) A Director may not knowingly act or vote to act in an illegal manner, and must advocate that the Board comply with applicable laws, codes, contracts, and agreements to which the Corporation is bound.

(F) A Director shall make a diligent effort to become trained and skilled in the business of the Corporation in such areas as business strategy, marketing, membership development, finance, and governance.

(G) A Director shall obtain a working knowledge and general understanding of governing documents such as the Bylaws, Rules and Regulations and Board policies that regulate the Corporation.

(H) A Director is entitled to rely upon information and reports presented by Officers or other employees of the Corporation whom the Director reasonably believes are reliable and competent in the matters presented. The Director should express his or her opinion for the record if he or she does not believe the information is reliable and vote consistently with that opinion. The Director should consult the Board's legal counsel if he or she believes the Board, any Director or the Corporation is acting unlawfully or unethically.

(I) A Director is entitled to rely upon legal opinions, financial statements, and other information relating to matters that the Director reasonably believes are within the person's professional or expert competence.

Section 3. Acting within the Boundaries of Board Authority

(A) The authority of the Board is defined in the laws of the State of Arizona, and the Articles of Incorporation and Bylaws of the Corporation.

(B) The Board's authority includes, without limitation, the power to employ and discharge the President and Chief Executive Officer; to work with the President and Chief Executive Officer to carry out the strategic plans of the Corporation; to meet the budget approved by the Board; to manage the operations of the Corporation that affect the financial affairs of the Members, including but not limited to membership development, property standards and evaluations, hearings and Member meetings and communications; to work with the Advisory Committees to develop strategic direction of the Corporation; and to set policies for the strategic direction of the Corporation.

(C) An individual Director's authority is limited to those acts that are transacted during the course of a duly called meeting of the Board with a quorum present, or upon the unanimous written consent of the Board.

(D) Subject to the requirements of the Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. A Director shall not act or purport to act for or on behalf of the Board except as set forth in the Bylaws.

(E) A Director shall not violate government laws that regulate the operations of the Corporation.

(F) A Director shall not violate the Corporation's Articles of Incorporation.

(G) A Director shall not violate the Corporation's Bylaws.

Section 4. Duty to Disclose Every Personal Conflict of Interest to the Corporation

(A) A Director is required to make prompt and full disclosure to the Board of any conflicting interest, either direct or indirect, he or she has or may have in a transaction to which the Corporation is or may be a party. The disclosure shall include all facts known to the Director that an ordinarily prudent person would

reasonably believe to be material to a judgment about whether or not to proceed with the transaction.

(B) A conflicting interest includes, without limitation, any interest the Director has in the transaction if it is of such financial significance that it would reasonably be expected to exert an influence on the Director's judgment if he or she were called on to vote on the transaction.

(C) A Director shall not vote on or participate in discussions or deliberations on matters when a conflict is deemed to exist other than to present factual information or to respond to questions presented.

(D) A Director who discloses a conflict or potential conflict shall request that the disclosure be recorded in the minutes of the meeting.

(E) A Director shall assure that the minutes properly record his or her abstention on any votes on matters for which a conflict may exist.

(F) A Director may vote on an issue that benefits the Director if the issue is one that is decided for the general good of the Corporation and the Members. An example is voting to replace signage. If the motion is to replace all signs for all Members, a Director may vote. If the motion is to replace signs only on the Director's property, it would be improper for that Director to vote.

Section 5. Duty of Confidentiality

(A) A Director has a duty of confidentiality and shall not release, publish or divulge to any unauthorized third-party, or otherwise use for personal gain, any confidential information learned or received while serving as a Director.

(B) Confidential information includes but is not limited to: trade secrets (defined below); marketing plans; corporate strategy; financial records and information; contracts and other legal documents; business and contractual relationships; employee information; and information discussed or revealed during executive sessions of the Board.

(C) A "trade secret" includes any Best Western information that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(D) A Director has a duty to protect the confidentiality of information learned in any Board executive session, including documents reviewed and the substance of any discussions.

(E) A Director shall not release, publish or divulge to any unauthorized third-party, or otherwise use for personal gain, the information learned or received during a Board executive session.

(F) A Director shall not disclose confidential information to a Member unless: (i) the disclosure is made in accordance with the Bylaws; and (ii) the

Board has been notified of the proposed disclosure and has determined that the disclosure would not pose an unreasonable risk of harm to the Corporation's best interests.

(G) Other than when performing official duties as a Director, a Director shall not access, disclose or share with a third-party the Corporation's information about individual Members.

(H) A Director must use special care to protect a Member's financial records containing personal information from being examined or read by an unauthorized third-party.

(I) A Director may not use information learned about a Member within the scope of his or her duties as a Director as a topic of conversation with other Members.

(J) A Director must not reveal confidential bidding information from contractors or provide unauthorized information to bidders about the review of the bids.

(K) A Director has a duty to protect the confidentiality of information learned in the applicant screening and decision making process.

(L) A document marked confidential is presumed confidential. If a Director questions whether information or a document are confidential, whether marked confidential or not, the Director should inquire by asking the individual who authored or provided the information or document whether the information or document are confidential prior to release to any third-party.

Section 6. Duty to Refrain from Impeding the Work of Staff

(A) A Director's primary obligation is to participate in the governance and policymaking process of a Corporation.

(B) A Director should not be involved in the setting or enforcement of Board or corporate policies except during a meeting of the Board of Directors.

(C) An individual Director is not empowered to provide day-to-day work instructions to staff unless authorized to do so during a meeting of the Board.

(D) An individual Director does not have authority to waive compliance with any decision or policy of the entire Board of Directors.

(E) An individual Director does not have the authority to utilize staff or corporate resources other than for the purpose of performing duties as a Director.

Section 7. Compliance

Directors are expected to adhere to the Code. It is the responsibility of each Director to understand the Code, and to seek further explanation and advice concerning the interpretation and requirements of the Code, as well as any situation which appears to be in conflict with it.

A Director who has reasonable cause to believe that the Code has been violated shall promptly report the known facts to the Board and to the Corporation's General Counsel. The matter shall be placed on the agenda of and considered at the next meeting of the

Board. A Special Meeting of the Board may be called to consider the matter.

When determining whether the Code has been violated by a Director, and when determining appropriate actions to be taken in the event of a violation of the Code, the Board shall adhere to the due process requirements of the Code. However, for an alleged violation related to a Director submitting falsified information on an expense report filed with the Corporation, the provisions of and due process requirements of Bylaws Article IV, Section 11(B) shall apply rather than the following Article VIII, Section 8.

Section 8. Due Process

For purposes of determining whether a Director has violated the Code, and any appropriate actions to be taken if so determined, the following shall apply:

(A) If, during an open session of a meeting of the Board, the Board determines by a majority vote (excluding the Director alleged to have violated the Code (the "Respondent")), that there is reasonable cause to believe that a Director/the Respondent has violated the Code, the Board shall engage an independent third-party to conduct an inquiry related to the alleged Code violation.

(B) If more than one Director is alleged to have violated the Code, the Board shall treat each such Director individually and separately under this section, and for each such Director shall have a separate and distinct vote on reasonable cause, independent investigation and, if applicable, meeting for considering the independent third party's report and vote on recommended action. A Director alleged to have violated the Code shall not be excluded from any vote relating to another Director's alleged violation of the Code, unless the Director has a conflicting interest or would otherwise be prohibited from voting under the Bylaws or applicable laws.

(C) If a Director is alleged to have engaged in multiple violations of the Code, those violations may be considered together in a single investigation and process under this section.

(D) The independent third-party shall conduct an impartial investigation regarding the alleged Code violation. The independent third-party shall consider all competent, relevant evidence. The Board and the Director alleged to have violated the Code shall cooperate fully in the investigation and provide any requested relevant documents and information to the independent third-party.

(E) All reasonable efforts shall be made by the independent third-party to complete the investigation within thirty (30) days of engagement.

(F) The independent third-party shall produce a written report that includes findings of fact and conclusions as to whether the Respondent violated the Code. The independent third-party shall use a preponderance of the evidence standard.

(G) The written report shall be provided to the General Counsel, who shall provide the report to the Board,

including the Respondent, within three (3) business days of receipt.

(H) The independent third-party's findings of fact and conclusions as to whether the Respondent violated the Code are binding on the Board, the Respondent, and the Membership.

(I) If the independent third-party finds that the Code has not been violated, the matter shall be closed.

(J) If the independent third-party finds that the Code has been violated, the independent third-party shall include in the written report any recommended penalties. Recommended penalties may include, but are not limited to, censure and/or removal of the Respondent as a Director.

(K) If the independent third-party determines that the Respondent violated the Code, and the independent third-party recommends one or more penalties, within ten (10) days of receipt of the written report, the Board shall, without vote, forward the matter to the President and Chief Executive Officer for distribution to the Membership for vote with regard to each recommended penalty in accordance with Bylaws Article III, Section 5.

(L) The ballot shall include a copy of the independent third-party's written report. The Respondent may submit a statement, not to exceed two pages in length, which will be included in the ballot material.

(M) If the ballot for any penalty results in an affirmative vote of a majority of the votes cast, provided at least thirty-three and one-third percent (33 1/3 %) of all Voting Members vote in favor of the penalty, the ballot for that penalty shall have passed and each such penalty shall be effective upon the certification of the ballot by the Designated Accountant.

(N) If a ballot results in the removal of Respondent, the process of filling the vacancy detailed in Bylaws Article IV, Section 8 Vacancies, shall apply.

(O) A Director who resigns after the Board finds that there is reasonable cause to believe that the Code has been violated, or who is removed by the Membership for violating the Code, is disqualified from future service as a Director and shall not be appointed to a leadership position (e.g., Governor or Advisory Committee member).

Section 9. Effective Date

The effective date of the Code shall be the date of certification of the Member-approved ballot by the Designated Accountant (the "Effective Date" (March 10, 2010)). The Code shall be enforceable with regard to all Director conduct subsequent to the Effective Date.

Section 10. Affirmation

Directors will annually sign an affirmation that they have read, understand, agree to be bound by, and will comply with the Code as follows:

I hereby acknowledge that I have received, read, understand and agree to comply with the Corporation's Code of Business Conduct and Ethics throughout my term as a Director on the Corporation's Board of Directors ("Term"). Furthermore, I hereby confirm now, and with respect to my Term, that each of the following statements is and will be accurate, except as otherwise noted below. If any statement becomes inaccurate, I will promptly report it to the Corporation's Board of Directors.

(A) I will comply with all of the General Corporation laws of the State of Arizona, Bylaws, Rules and Regulations and other Regulatory Documents (as defined in the Corporation's Bylaws) of the Corporation that apply to me as a Director or Member.

(B) I will not be an Officer, Director, trustee, partner, employee, owner or stockholder (excluding ownership of stock in a publicly held company) of any entity which either (a) directly or indirectly does business with the Corporation or (b) directly or indirectly competes with the Corporation, except with respect to any hotel Property (as defined in the Corporation's Bylaws).

(C) If I become aware of any transaction(s) involving the Corporation (including but not limited to disposition of Corporation assets) which to my knowledge was/were not properly authorized or accurately and fairly reported in the Corporation's books and records I will report them to the Audit Committee of the Corporation's Board of Directors.

(D) I will not give or offer to give or authorize another to give or offer anything of value (including but not limited to commissions, rebates, kickbacks or bribes) to any foreign or domestic government official or representative or any domestic or foreign political party official or candidate for political office for the purpose of inducing such person to use his influence to assist the Corporation in obtaining or retaining business or to benefit the Corporation or any other person in any way.

(E) To my knowledge, no relative of mine has, or is attempting to have, any direct or indirect relationship (other than ownership of stock in a publicly held company) with any entity which has or will have commercial dealings with the Corporation.

(F) Neither I nor any of my immediate relatives will directly or indirectly solicit or accept any gifts, payments, services, entertainment, travel, pleasure outing or other favor or benefit in any single transaction or series of transactions exceeding \$250.00 per year in value from any single person or entity doing business or seeking to do business with the Corporation, excluding normal business meals and activities in the ordinary course of business.

(G) I will not perform services for, nor accept compensation from, any competitor of the Corporation, except with respect to any hotel property (as defined in the Corporation's Bylaws).

(H) I will not pursue as a personal business opportunity any business opportunities that rightfully belong to the Corporation.

(I) I will take all reasonable precautions to protect the Corporation's confidential information, and will not release, publish or divulge to any unauthorized third-party, or otherwise use for personal gain, any confidential information learned or received during the performance of official duties as a director.

(J) If I have reasonable cause to believe that the Code has been violated, I shall promptly report the known facts to the Board of Directors and Corporation's General Counsel.

(K) I am not now, and to the best of my knowledge will not become, involved in any situation that might create, or appear to create, any conflict of interest between me and the Corporation.

Article IX

Amendments

These Bylaws may be amended as provided in the Articles of Incorporation.

Best Western International, Inc. Restated Articles of Incorporation

As Amended Through August 30, 2000

Amendments

1. June 7, 1966 - Article VII
2. August 12, 1968 - Articles VI & VII
3. November 21, 1975 - Article I
4. October 14, 1976 - Articles IV & VI
5. January 19, 1978 - Article V
6. December 19, 1978 - Article I
7. July 21, 1987 - Article VII
8. September 20, 1989 - Article VII
9. August 30, 2000
10. June 14, 2006 - Article VI

ALL PROVISIONS OF THE EXISTING ARTICLES OF INCORPORATION NOT INCLUDED IN THESE RESTATED ARTICLES ARE EXPRESSLY REPEALED UPON ADOPTION OF THESE RESTATED ARTICLES.

Article I

The name of the Corporation shall be:
BEST WESTERN INTERNATIONAL, INC.

Article II

The principal meeting place of the Corporation shall be in Phoenix, Arizona, but the Corporation may establish other meeting places and other offices elsewhere within and without the State of Arizona.

Article III

The general nature of the Corporation shall be for the following purposes:

- (A) To foster the interest of its members and those which are in any way related to the motel industry by common business interest;
- (B) To encourage high business standards and fair and honest treatment of the general traveling public, and specifically in providing for their convenience and comfort, and in the dissemination of highway and travel information and other aids;
- (C) To establish and maintain uniformity and equity in the customs of the motel trade;
- (D) To acquire, preserve and disseminate valuable information and to encourage closer relationships among those engaged in the industry;
- (E) To stimulate and cultivate close and lasting friendships and fellowships among those engaged in the industry;
- (F) To sue and to be sued;
- (G) To make, execute, deliver and assume the obligations of contracts;

(H) To receive property by devise or bequest, subject to laws regulating the transfer of property by Will;

(I) To convey, exchange, lease, mortgage, encumber, transfer upon trust or otherwise to dispose of all property, real or personal;

(J) To own, buy, lease and operate office buildings, storerooms, garages, club houses and other edifices;

(K) To do any and all things necessary, suitable and proper for the accomplishment of its affairs and the accomplishment of any of the purposes or for the attainment of any of the objectives or for the exercises of any of the powers herein set forth or which may be recognized as proper and lawful objectives of a trade association, all of which shall be constituted with the public interest of this trade and industry.

Article IV

The known place of business for the Corporation is 6201 N. 24th Parkway, Phoenix, Arizona 85016.

Article V

The Corporation shall be a member nonprofit corporation.

Article VI

There shall be no capital stock issued by this nonprofit Corporation. Memberships in the Corporation shall not be assigned except in accordance with the terms and conditions set forth in the Bylaws and none of the members of the Corporation shall receive pecuniary gain or profit. In the event of the dissolution of this Corporation after adequately taking care of all debts and obligations, any remaining assets of the Corporation shall be distributed to a nonprofit educational or charitable organization.

Article VII

The time of the commencement of this Corporation shall be the date upon which the Arizona Corporation Commission shall issue its certificate. The Corporation shall have perpetual existence as provided for by law.

Article VIII

(A) The Annual Meeting of the membership shall be held during the period from September 15th through November 15th of each year on a date to be designated by the Board of Directors and such meeting shall be held at a location designated by the Board of Directors.

(B) The affairs of the Corporation shall be conducted by a Board of Directors comprised of seven (7) Directors who shall be members of the Corporation.

(C) The annual election of Directors hereafter shall be as set forth in the Bylaws.

(D) 1. The members of the Corporation may propose the adoption, amendment or repeal of any Article of Incorporation or Bylaw or part thereof without the prior action of the Board of Directors. A proposal to adopt, amend or repeal any Article of Incorporation or Bylaw, or part thereof, may

be initiated upon the written request of at least one hundred fifty (150) members who meet the requirements of Article III, Section 4 of the Bylaws, which request shall be delivered to the Secretary of the Corporation at its known place of business.

2. Before a proposal to adopt, amend or repeal any Article or Bylaw is distributed for member signatures, the proposal shall be submitted to the Board and, at the Board's discretion, the proposal may be reviewed by Best Western's legal counsel. Counsel shall render an opinion within thirty (30) days whether the proposal violates any local, state or federal laws or whether the proposal requires the repeal or modification, in whole or in part, of any current Articles, Bylaws or Rules and Regulations. Counsel shall render to the Board and the proponents of the proposal an opinion stating what modifications, if any, are recommended to be made to the proposal and to current Articles, Bylaws or Rules and Regulations to avoid conflict or inconsistency or to provide clarity.

3. In the alternative to D(2) above, the proponents may, in lieu of submitting the proposal to the Board prior to distribution for member signatures, submit the proposal with the required member signatures, along with a legal opinion of a licensed Arizona attorney. The opinion must state that the proposal does not violate any local, state or federal laws, does not require the repeal or modification, in whole or in part, of any current Articles, Bylaws or Rules and Regulations unless such repeal or modifications are included in the proposal.

4. Proposals to adopt, amend or repeal the Articles of Incorporation or Bylaws shall reflect the vote of each Director on each proposed change. The Board may include a majority and minority opinion on each proposed change, not to exceed 250 words.

(E) The Board of Directors may also propose the adoption, amendment or repeal of any Article of Incorporation or Bylaw or part thereof without the prior action of the members. The Board of Directors must also comply with the applicable provisions of Paragraph D(2).

(F) The power to adopt, amend or repeal the Bylaws of this Corporation shall be vested solely in the members of the Corporation. The adoption, amendment, or repeal of any Bylaw provision shall require the affirmative vote of the lesser of two-thirds (2/3) of the votes cast or a majority of the voting power, unless the Arizona Nonprofit Corporation Act, as amended, or the body proposing the provision requires a greater vote; provided, at least thirty-three and one-third percent (33 1/3%) of the voting power vote in favor.

(G) Subject to A.R.S. § 10-11002(A), as it now exists or may hereafter be amended, the power to amend or restate these Articles of Incorporation shall be vested in the members of the Corporation. The amendment or restatement of the Articles shall require the affirmative vote of the lesser of two-thirds (2/3) of the votes cast

or a majority of the voting power, unless the Arizona Nonprofit Corporation Act, as amended, or the body proposing the provision requires a greater vote; provided, at least thirty-three and one-third percent (33 1/3%) of the voting power vote in favor. The Board of Directors may restate the Articles of Incorporation without member vote if no amendment is included.

(H) Unless the Arizona Nonprofit Corporation Act, as amended, requires a greater vote, in which case the Arizona Nonprofit Corporation Act shall apply, the following shall require the affirmative vote of two-thirds (2/3) of the votes cast; provided at least thirty-three and one-third percent (33 1/3%) of the voting power vote in favor:

A. Any amendment to these Articles of Incorporation that terminates all members or class of members or redeems or cancels all memberships or any class of memberships.

B. Any amendment to these Articles of Incorporation that terminates a majority of members or class of members or redeems or cancels a majority of memberships or any class of memberships.

C. Any amendment or restatement of Article V or Article VI of these Articles of Incorporation.

D. Any amendment or restatement of this Article VIII (H).

(I) Board of Directors' initiated amendments to the Articles and Bylaws shall comply with the provisions of A.R.S. § 10-11003, as may be amended.

Article IX

The private property of each and every member of the Corporation, officer and Director shall, at all times, be exempt from all debts and liabilities of the Corporation.

Article X

To the fullest extent that the law of the State of Arizona, as it now exists or as it may hereafter be amended, permits the elimination of or limitation on the liability of Directors and Officers, no Director or Officer of the Corporation shall be liable to the Corporation or its members for monetary damages for any action taken or any failure to take any action as a Director or an Officer. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any elimination or limitation on the personal liability of a Director or Officer of the Corporation existing at the time of such repeal or modification.

Article XI

Pursuant to A.R.S. § 10-3202(B)(2) and to the fullest extent that the Arizona Nonprofit Corporation Act, as amended, permits a nonprofit corporation to indemnify a Director, Officer, Governor and Standing Committee member for, from and against liability as defined in A.R.S. § 10-3850, as amended, to any person for any action taken, or any failure to take action as a Director, Officer, Governor, Standing Committee member and Ad Hoc Committee members, the Corporation shall

provide indemnification for, from and against any such liability to the Directors, Officers, Governors, Standing Committee members and Ad Hoc Committee members.

Article XII

The members of the Corporation may adopt or amend Bylaws in accordance with Article VIII of these Articles of Incorporation to fix a greater quorum or voting requirements for members than is required by the Arizona Nonprofit Corporation Act, as it now exists or as it may hereafter be amended.

EXHIBIT J-2 TO FDD

2023 RULES AND REGULATIONS



2023
Rules & Regulations

Best Western International, Inc.
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Chapter I

100.0 General Provisions

- 100.1 The rights and obligations of Members are contained in the laws of the State of Arizona and Best Western's Articles of Incorporation, Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, Membership Application and Agreement, annual Membership Certification Agreement, and the orders or directives of the Board of Directors (the "Board"). Such rights and obligations shall be governed by and subject to such modifications to and amendments of the foregoing as may be duly effected from time to time by the Arizona Legislature, the Membership of the Corporation or the Board as the case may be.
- 100.2 The Articles of Incorporation may be amended or repealed only by the Members in accordance with Section 10-1034, Arizona Revised Statutes.
- 100.3 The Bylaws may be adopted, amended or repealed only by the Members in accordance with Article VIII of the Bylaws.
- 100.4 The Rules and Regulations, New Construction Guidelines and Renovation & Refurbishing Guidelines may be adopted, amended or repealed, and the orders or directives of the Board may be adopted, amended, repealed or rescinded only by the Board in accordance with the Bylaws.
- 100.5 The Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, and orders or directives of the Board may supplement the laws of the State of Arizona, the Articles of Incorporation and the Bylaws, which are the primary repository of the rights and obligations of the Members. Any inconsistency between the provisions of the Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, and orders or directives of the Board and the provisions of the laws of the State of Arizona, the Articles of Incorporation or the Bylaws is controlled by the laws, Articles or Bylaws, in that order.
- 100.6 The secretary of the Corporation shall maintain in current form the Articles of Incorporation, the Bylaws, the Rules and Regulations, the New Construction Guidelines, the Renovation & Refurbishing Guidelines, and orders or directives of the Board. These shall be made available for inspection by any Member at the principal office of the Corporation during business hours.
- 100.7 Current Articles of Incorporation, Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, and any order or directive of the Board shall be made available for inspection by any Member at all regular and special meetings of the Members.

- 100.8 Each Member shall be given a copy of the then current Articles of Incorporation, Bylaws, Rules and Regulations, New Construction Guidelines and Renovation & Refurbishing Guidelines at or before the time the Membership commences. Thereafter, any modifications, revisions and amendments to any of the foregoing will be made available to Members as soon after adoption as is reasonably practicable.
- 100.9 Terms used in these Rules and Regulations that are defined in the Bylaws shall have the same definitions here, unless the context indicates otherwise.
- 100.10 Except as otherwise required by law, the Articles of Incorporation or the Bylaws, the provisions of this chapter are directive, not mandatory. Non-compliance with any provision in this chapter shall not confer any right upon, waive any obligation of, or entitle to any relief, any Member without a showing that the Member would otherwise be substantially prejudiced.
- 100.11 Except as provided otherwise in the Bylaws and Rules and Regulations, Membership in Best Western International, Inc. ("Best Western") is personal and nontransferable. Only a natural person can hold a Membership. The approval or disapproval of an application for Membership rests wholly within the discretion of the Board.

Chapter II

200.0 Regional Governors

- 200.1
- A. Each Director shall annually appoint regional Governors to act as liaisons between the Board and the Membership within the geographic regions covered by the respective appointments. These appointments shall be ratified by the full Board.
 - B. The number, responsibilities and accountabilities of the regional Governors shall be determined at the time of appointment and may be altered or rescinded by the Board.
 - C. The appointment of a regional Governor may be rescinded and vacancies may be filled by the Director at any time and ratified by the full Board.
 - D. The Board may waive any of the criteria of rules 200.2 and 200.3 when there are extenuating circumstances.
- 200.2 In order for an individual to be appointed as a Best Western Governor, the individual shall:
- A. Be a Voting Member or owner;
 - B. Have a minimum of three years hotel/motel industry experience;
 - C. Have a minimum of two years Best Western experience;
 - D. Be a participating member in industry related associations available in his/her area;
 - E. Have attended his/her respective Best Western District Meeting or the Annual Convention each year for the past two years;

F. Comply with the following items at all Best Western Properties where the Governor is a Voting Member or owner:

1. Attainment of a Quality Assurance score at or above the previous year's North American average, averaged over the past three most recent inspections.
2. Have a customer service complaint ratio below the previous year's North American average.
3. Have a current Best Western account.
4. Be current on Design standards.

G. A CHA designation is highly recommended.

200.3

After appointment as a Best Western Governor, the Governor shall meet the following criteria:

A. Continue to be a Voting Member or owner;

B. Continue to be a participating member in industry related associations available in his/her area;

C. Communicate with each Member within their respective region no less than one time annually:

1. Review management of the Property for the purpose of advising and recommending areas needing improvement.
2. Review with management any issues of concern. The goal should be to enhance consistency among Properties in the application of quality control, customer services, design and brand identity policies.
3. Serve as a resource to the Member on Best Western matters.
4. File a report on the consultation with the District Manager within 30 days. Discuss serious concerns with the District Manager as soon as possible.

D. Upon request by his/her Director, assist with issues affecting the Association or represented region:

1. Communicate with his/her Director on any issues concerning Members in the District.
2. Communicate any violations of Membership requirements to the staff or Director occurring within the district.
3. Communicate any concerns Members have about Best Western as it may relate to governance issues, Bylaws changes or Rules and Regulations.

E. Attend and actively participate in the following meetings:

1. Attend the Governors' Conference each year and, if a newly appointed Governor, attend the new Governor Orientation session at the Governors' Conference.
2. Attend either his/her respective District Meeting or the Annual Convention

each year. Attendance at both meetings is strongly encouraged.

3. Attend, when possible, a Best Western training workshop annually.

F. Upon request by his/her Director or the Board, serve in a leadership role for the organization:

1. Provide advisory assistance to the Board on strategy, governance and Member matters.
2. Serve on one Member Advisory Committee upon request.
3. Assume other leadership assignments when called upon by the Director.

G. Upon request from Membership Development or the Director, visit a proposed Applicant's Property or site, if new construction.

1. File a written report with Membership Development upon completion of the visit within the required time frame as outlined by the Development Department.
2. Objectively evaluate the proposed Member, keeping in mind the value of the proposed Member Property to the Association.

H. Comply with the following items at all Best Western Properties where the Governor is a Voting Member or owner:

1. Maintain a Quality Assurance score at or above the previous year's North American average, averaged over the past three most recent inspections.
2. Maintain a customer service complaint ratio below the previous year's North American average.
3. Maintain a current Best Western account.
4. Continuously operate their Property/ Properties in a manner to ensure that grounds for cancellation of Membership/ contingent approval do not exist.

I. Follow Best Western's ethics policies.

200.4

Regional Governors shall serve without pay but may receive reimbursement for expenses as determined by the Board:

A. Mileage reimbursement is in accordance with Best Western policy. One night's lodging will be reimbursed if travel exceeds 200 miles one way. Airfare and rental car reimbursement authorized with advance Director approval.

B. One complimentary registration for the Governor to attend his/her regional District Meeting.

C. Governors will be reimbursed for travel expenses to attend the Governors' Conference including airfare, lodging and meals. Rental cars are not included.

D. Travel to District Meetings and Annual Convention is at Governor's own expense.

E. All reimbursable expenses incurred during the course of the year are to be submitted to the Finance Department within sixty (60) days of the date of the expense. All reimbursable expenses must be submitted no later than forty-five (45) days following the end of the fiscal year in which incurred. Expenses not turned in within these time frames will not be reimbursed.

F. Governors may request payment of a \$250 fee for visiting an Applicant's Property or new construction site to evaluate the application when Best Western requests the visit. Best Western will establish conditions for payment, such as physically visiting the location, and completing and submitting reports by the time required by Best Western. The Board may revise the conditions for payment and/or fee from time to time, in its sole discretion. This is the only fee or pay authorized under this Rule 200.4.

Chapter III

300.0 Signs and Advertising

- 300.1** The appropriate Best Western logo shall be incorporated into all branded signs, including outdoor billboards, as detailed in the Brand Identity Manual as approved by the Board. A budget, dated, cluttered, or disjointed sign is not permitted as may be determined by Best Western Brand Identity Administration. The Member or Applicant shall have the right to appeal to the Board regarding compliance with this Rule. The decision of the Board shall be final.
- 300.2** Each Member shall display on the Property a Best Western-approved primary sign as detailed in the Brand Identity Manual.
- 300.3** Placement, size, and type of all branded signs shall be approved by Best Western Brand Identity Administration. All Property branded signs shall comply with the current Rules and Regulations and the Brand Identity Manual.
- 300.4** Best Western branded signs may only be obtained from a Best Western-endorsed vendor.
- 300.5** The Member shall be responsible for the cost of installation of any and all Best Western signs and shall be responsible for maintaining such signs in first-class condition.
- 300.6** Upon termination or cancellation of Membership, the former Best Western Member shall remove all Best Western branded signs, names, and marks, and any part thereof, or any display of a Best Western mark, logo, or emblem. The cost of removal of Best Western identification upon termination or cancellation of Membership shall be the responsibility of the former Member. If Best Western must take action to require or complete the removal, destruction, or alteration of Best Western branded signs, names, marks, or any other Best Western identification, the former Member shall be responsible for costs and

fees, including attorneys' fees, incurred by Best Western.

- 300.7** All logos not conforming to Best Western standards shall be removed or replaced to meet Best Western requirements at the Member's expense.
- 300.8** In cases where zoning prohibits display of an approved sign which meets Best Western's minimum requirements, Members shall submit zoning ordinances, plus graphics and dimensions to Best Western Brand Identity Administration for review. The Member or Applicant must request a variance in writing from the local city board and, if denied, appeal to the next level of government. If local ordinances prevail, the Member or Applicant shall be required to comply with Best Western's minimum requirements in the following manner.
- A. All allowed branded signs shall be installed in the most advantageous combination of permitted locations and sizes within the primary Property entry area, including entry drive, canopy, porte cochere, and lobby main entrance.
- B. When the canopy or the porte cochere are the only permitted locations to display the Property name, then the Best Western logo shall be displayed as outlined in the Brand Identity Manual.
- C. The Member or Applicant shall have the right to appeal to the Board regarding compliance with this rule. The decision of the Board shall be final.
- 300.9** Each Member shall use either the appropriate hotel descriptor text or logo immediately preceding the individual Property name in directories and travel guides, brochures, postcards, hotel letters, envelopes, business cards, Yellow Pages, courtesy cars/vans, and in all media as outlined in the Brand Identity Manual or policies and directives of the Board. If the Member elects to use the appropriate descriptor text rather than the logo immediately preceding the Property name to meet this requirement, the appropriate descriptor logo shall be placed elsewhere in advertisement or display.
- 300.10** All Best Western branded signs, names, and marks shall be reproduced in their true proportions and entirety and, when reproduced in color, in the approved colors, in accordance with the Brand Identity Manual.
- 300.11** No Member shall permit the use or display of any merchandise or advertising bearing the Best Western logo in any non-member lodging facility.
- 300.12** No Member shall permit the use or display of any merchandise or advertising of a non-member facility at, or in connection with, the advertising of a Member Property except as provided in the Brand Identity Manual, as may be changed from time to time by the Board.

- 300.13** All branded signs including outdoor billboards, shall conform to quality standards, design specifications, and approved art in accordance with the Brand Identity Manual.
- 300.14** All branded signs, including supporting structures and bases, shall be well-maintained, properly lighted, and in a good state of repair and operation at all times. All branded signs are subject to inspection during Quality Assurance assessments.
- 300.15** A Property may post rates on outdoor billboards and signs. However, all rate posting shall meet the following minimum standards: (a) All rooms of the advertised room type shall be offered at the advertised price; (b) all rate posting shall conspicuously indicate the type of room offered and shall indicate the number of persons accommodated at the advertised price if the posted rate is based on a number of occupants; and (c) the posted rate shall be available at all times during which the rate is being posted unless the rate posting conspicuously indicates all restrictions placed on the availability of the posted rate. Any rate posting shall conform to the Best Western rate sign posting graphic standards. All rate posting shall represent a bona fide offer to sell the advertised rooms at the advertised price.
- 300.16** All signs and identification of any other motel/ hotel chain shall be removed before installing the Best Western sign and beginning operation as a Best Western Property.
- 300.17** The Member is cautioned that it is the Member's responsibility to ensure that all branded signs comply with prevailing laws and ordinances. Compliance with the standards and criteria of Best Western does not assure compliance with state and local laws and ordinances.
- 300.18** To the extent of any inconsistency between the provisions of Chapter III of these Rules and Regulations and any manuals, brochures, guidelines, drawings, or specifications adopted pursuant to Chapter III, the provisions of these Rules and Regulations shall apply.
- 300.19** Each Member shall display in plain view at the front desk an ownership plaque in accordance with the Brand Identity Manual.
- 400.4** No Member shall permit the referral of Best Western guests to non-member properties unless all available Best Western rooms in a given area are filled.
- 400.5** Future reservations shall be solicited of each guest at the time of check-in and check-out. This shall be done consistently as a part of the registration and check-out procedure.
- 400.6** Front desk personnel of all Properties are required to be proficient in sending and receiving reservations.
- 400.7** Standards for arrival times that require guarantees and guaranteed policies will be set periodically by Best Western. Each Member shall, when required by Best Western, select from these standards the desired guarantee policy for the Property. Members shall comply with the selected policy for the entire period for which the selection is made.
- 400.8** Each Member shall honor room reservations made with either an advance deposit or credit card guarantee or a 4pm/6pm hold if accepted by the Property, at the rate confirmed at the time of booking. If for any reason a room is not available, the Member shall arrange for comparable accommodations in the area, if possible at a nearby Best Western; if not, at a comparable hotel or motel. The room shall be provided at no charge to the guest for the first night's stay. Transportation and a telephone call to notify the guest's home or office of the change shall also be provided without charge.
- 400.9** Room rental rates for each Best Western and group rates, if applicable, are established by the Member based on such considerations as investment, location, competition, season and any other matters deemed pertinent by the Member in its sole discretion. Each Member shall furnish accurate and current room rate information and current group rate information, if applicable, for publication and use in the reservations system. Serious, repeated or unexplained failures to provide accurate and current room rate information may be deemed to constitute continued violations, deficiencies or infractions of applicable Rules and Regulations and may result in cancellation of Membership in accordance with paragraph 1100.6 and the procedure set forth in Chapter XII of these Rules and Regulations.

Chapter IV

400.0 Reservations System

- 400.1** Each Member shall participate in and comply with such reservations system as may be approved and adopted by the Board, including any and all alterations, amendments, deletions or supplements thereto.
- 400.2** Each Member shall execute such documents and agreements as Best Western deems necessary to effectuate Member participation in and compliance with such reservations system.
- 400.3** The approved property-to-property reservations system is the Nova.
- 400.10** Each Member shall furnish accurate and current information in a timely manner for publication and use in the reservations system.
- 400.11** Intentionally omitted.
- 400.12** Intentionally omitted.
- 400.13** An on-site representative from each Property shall attend a ST*R Training Seminar each year.
- 400.14** Children 12 years old or under stay free when accompanied by a parent or grandparent in the same room.

Chapter V

500.0 Administrative

- 500.1 All fees, dues and assessments payable by Members to the Corporation shall be established by the Board.
- 500.2 All Members shall pay such fees, dues and assessments as may be established by the Board.
- 500.3 All Members shall pay a monthly fee established by the Board.
- 500.4 All monthly charges are due and payable on or before the 15th of each month. An additional charge shall be assessed for late payment.
- 500.5 Annual Dues shall be non-refundable on **December 1**.
- 500.6 A. Applications for Membership shall be made on application forms as prescribed by the Board and accompanied by payment in full of the appropriate fee as established by the Board. Applicants shall be elected to Membership in the Association by favorable vote of a majority of the Board. Voting on Membership Applications may be by mail or at any special or regular meeting of the Board.
- B. The Board may in its sole discretion consider Membership Applications for lodging facilities which are proposed for construction or under construction. The Board may approve such applications subject to one or more contingencies or conditions imposed by the Board in its sole discretion and, in the case of facilities proposed for construction, may allow the applicant 12 months in which to begin construction (poured concrete footings on approved site). If such conditional or contingent approval is given, the applicant shall not be entitled to Membership until the Board has received proof, satisfactory to it, that all such conditions or contingencies have been timely satisfied. The Board may permit Applicants who have received contingent approval for properties under construction to have a listing in the reservations system under certain conditions. Applications given contingent or conditional approval as provided in this paragraph (B) shall not be transferable to any other location.
- C. The Board may act upon Membership Applications by or on behalf of prospective purchasers or transferees of lodging facilities for which current Memberships are held by approving such applications subject to one or more contingencies or conditions imposed by the Board in its sole discretion. If such contingent approval is given, the Applicant shall not be entitled to Membership until the Board has received proof, satisfactory to it, that all such conditions or contingencies have been timely satisfied. Such final approval, if granted, shall be effective from the date of close of sale or transfer. The Board may direct that customary membership services to the Property remain uninterrupted during any contingency period, upon the applicant's

agreement to timely comply with the stated conditions and pay the established fees, dues and assessments for said period and the cost of all goods or services provided by or ordered through Best Western whether or not the application is ultimately approved. However, in no event shall this continuation of customary membership services be construed as granting Membership status to the Applicant.

D. The Board may act upon other Membership Applications by approving such applications subject to one or more contingencies or conditions imposed by the Board in its sole discretion. If such contingent approval is given, the Applicant shall not be entitled to Membership until the Board has received proof, satisfactory to it, that all such conditions or contingencies have been timely satisfied. Such final approval, if granted, shall be effective from the date the final approval is granted. The Board may direct that customary membership services to the Property may commence during any contingency period, upon the Applicant's agreement to timely comply with the stated conditions and pay the established fees, dues and assessments for said period and the cost of all goods or services provided by or ordered through Best Western whether or not the application is ultimately approved. However, in no event shall this commencement of customary membership services be construed as granting Membership status to the Applicant.

500.7 A. All Applicants for new Membership, including those made by or on behalf of prospective purchasers or transferees of lodging facilities for which current Memberships are held, shall remit a non-refundable evaluation fee with their applications. The amount of the evaluation fee shall be established by the Board from time to time to defray, in whole or in part, the administrative costs, including inspection costs, of evaluating such new Membership Applications.

B. All Applicants shall also remit an affiliation fee with their applications in an amount established from time to time by the Board. The affiliation fee shall be non-refundable 30 days after either approval by the Board of the application or upon conditional approval by the Board of the application and the Applicant's agreement to satisfy the stated conditions in timely manner. If (i) an application is initially denied by the Board or, (ii) in the case of an application for lodging facilities which are proposed for construction, the Applicant withdraws the application within six months of the initial Board action on the application and prior to the start of construction, then in either such event, the affiliation fee, less any amounts owing Best Western by virtue of agreements made pursuant to paragraphs 500.6 (C) and (D) of the Rules and Regulations, shall be refunded to the Applicant. The refund shall be paid only after (i) return is made to

Best Western or its designated agents of any and all Best Western Property in possession of the Applicant, including the Best Western sign and reservations equipment, if any; and (ii) discontinuance by the Applicant of any use or display of any Best Western marks, service marks, membership marks, trademarks, trade names and business symbols, including without limitation, the Best Western emblem and logo.

500.8 A. An Applicant granted conditional approval for a Property proposed for construction may apply for extensions of time related to the conditional approval so long as construction has not yet commenced. Extensions may be granted by Best Western in six (6) month increments. The total amount of time that may be allowed to begin construction shall be three (3) years from the date of conditional approval. Each such Applicant seeking an extension shall submit:

1. Any such request at least thirty (30) days prior to the then-expiring period allowed for commencement of construction;
2. A progress report describing, at a minimum, the current status of financing, architectural plans, specifications, satisfaction of zoning requirements, and plans for commencement of construction; and
3. Payment of a non-waivable extension fee, with the extension fee determined by the Board from time to time. The extension fee shall be nonrefundable as of the date that the extension period begins.

B. In the event that a request for extension is not timely submitted, an extension shall not be granted and the applicant may not re-apply for Membership at the same location for ninety (90) days following the end of the extension period. Any such re-application following the expiration of an extension shall be accompanied by all fees required under Rule 500.6.

500.9 All Members are required to use the name "Best Western" as part of the name of their Property either as the sole name or in combination with another name. All advertising of a Member Property bearing Best Western as its sole name, however, shall include the statement "individually owned." Legal entities such as corporations, partnerships, firms or associations that own, lease or operate properties are not permitted to use the name "Best Western" as any part of their legal name.

500.10 All Members shall accept all approved credit cards for payment of room rent and services.

500.11 A Member or designated operating manager or active management employee of each Best Western Property shall attend either the Annual Convention or a District Meeting each year.

500.12 All new Members are required to send a representative of their hotel, motel or resort to an Orientation Seminar before they are permitted to operate their facility as a Best Western Property. This representative shall be an on-site employee of the Property, serving in some operational or management capacity. In addition, all Members shall participate in the INNVISION Program (now titled "Tools for Success") at their own expense.

500.13 All Members shall accept reservations from bona fide travel agents on a year-round, space-available basis and pay at least the standard 10 percent commission on the gross room rental, except for bookings on special package programs made at net rates as specified by Best Western.

500.14 Each Member and each contingently approved Applicant shall keep in full force, at all times, a policy (or policies) of insurance which:

A. Is a public liability and property damage policy. Coverage shall be on a commercial general liability form including the broad form endorsement or its equivalent. Coverage shall include premises and operations, owners and contractors protective, products and completed operations, personal injury and contractual liability.

B. Is a policy covering liability for owned automobiles, non-owned automobiles and hired automobiles.

C. Is a policy for cyber liability.

D. Is issued by an insurance carrier which is rated no lower than "B+" in the most current edition of A.M. Best's Key Rating Guide and is licensed to do business in the state in which the Member is domiciled. Any other insurance carriers, risk prevention groups, captive insurance companies or liability insuring entities must be approved by the Best Western Board before submitting the Certificate of Insurance to Best Western. Approval shall be at the Board of Directors' sole discretion.

E. Names Best Western International, Inc. as an additional insured, on all insurance policies including, but not limited to, primary, excess and umbrella policies, providing coverage to Best Western for its active and passive negligence for claims arising from acts occurring at or concerning the subject property by use of ISO Form CG20-26-11-85 or its equivalent. Members not providing insurance as set forth in this paragraph (D) agree to indemnify Best Western for all claims and damages which would have been covered by insurance meeting the requirement of paragraph (D) of this rule.

F. Provides minimum liability limits in such amounts as may be established from time to time by Best Western's Board.

G. Provides liability coverage on an "occurrence" basis. The Best Western Board may authorize an exemption from

this provision, and permit liability coverage on a “claims made” basis, where the Member demonstrates an inability to obtain “occurrence” coverage. In the event that “claims made” coverage is authorized, the Member shall obtain tail coverage, with liability limits as though an “occurrence” policy had been in force, providing retroactive coverage to the date of the Member’s last “occurrence” policy or the first date of contingent approval for Membership, whichever is later.

H. If at any time a Member changes from a “claims made” to an “occurrence” form of liability insurance, one of the following coverages shall be obtained:

1. An open-ended reporting period for losses occurring during the time of coverage under “claims made” policy, or the first date of contingent approval for Membership, whichever is later.
2. Prior acts coverage back to the Member’s first date of “claims made” coverage or the first date of contingent approval for Membership, whichever is later.

I. The Member’s insurance shall be primary in all cases. Any other insurance maintained by Best Western is for the protection of Best Western only and is not supplementary or excess insurance for the Member.

J. Provides that the insurance companies issuing such insurance shall notify Best Western in writing at least thirty (30) days prior to any cancellation, alteration or non-renewal of the policy. Each Member and each contingently approved Applicant shall annually provide Best Western with a Certificate of Insurance, on forms provided by Best Western, evidencing a policy or policies meeting the above requirements. The Certificate of Insurance shall be provided with the contingent Applicant certification agreement or prior to or upon expiration of the current Certificate of Insurance on file with Best Western. Failure to provide the Certificate of Insurance shall result in automatic termination in accordance with the provisions of Article II, Section 7 of the Bylaws. As a condition of contingent approval, each Applicant, upon notification by Best Western that Best Western intends to contingently approve the Application, shall provide Best Western with a Certificate of Insurance, on forms provided by Best Western, evidencing a policy or policies meeting the above requirements. This requirement shall be met prior to activation of services, installation or display of any Best Western signs, or advertising or disclosure of any Best Western association. Failure to maintain the insurance coverage required by this rule shall be grounds for termination of Membership in accordance with the provisions of Article II, Section 8 of the Bylaws, immediate suspension of services and termination of contingent approval as may

be prescribed in the Rules and Regulations of Best Western.

500.15 It is required that each Best Western affiliated Member permit inspection of all accommodations, facilities, and procedures by a Best Western accredited assessor to determine compliance with these Rules and Regulations and the Regulatory Documents, and as deemed necessary by the Board. Every effort will be made to provide the Member with advance notification of a scheduled inspection, but it may not always be possible to do so. When possible, not less than 24 hours advance notice will be given. There will be no notice given where an unannounced inspection is intended.

500.16 The quality control inspection program is designed to assist the Member and Best Western Headquarters in identifying potential problems at the Property. The report measures the cleanliness and condition of the Property, the amenities and services furnished, and how well the Member complies with the established Rules and Regulations.

500.17 A perfect score in the inspection program is 1,000 points in the inspection report or the Guest Rooms/Public Areas Condition Report. A score of less than 850 points, a point loss of more than 50 points in housekeeping, or a point loss of more than 100 points in maintenance may result in stricter and more frequent inspection requirements. A score of less than 800 points in an inspection report or the Guest Rooms/Public Areas Condition Report will result in the Member Property being placed into probationary status. The Board may establish a fee for any inspection which is scheduled as a more frequent inspection under this rule. A Property, once placed into probationary status, will remain in the status until such time as the inspection report or the Guest Rooms/Public Areas Condition Report score equals or is greater than 800 points or until cancellation of the Membership pursuant to paragraph 1100.6 of these Rules and Regulations. The Board may impose stricter inspection requirements on probationary properties.

Properties scoring less than 880 points on a Guest Rooms/Public Areas Condition Report are required to pay for their next assessment, with such cost determined annually by the Board.

500.18 The complete facilities may also be inspected by a member of the Board, a Regional Governor or other member of the Best Western administrative staff.

500.19 Although not specifically required, it is desirable that the owner or manager of the Property accompany the Best Western accredited assessor on the inspection and review the report with the inspector prior to the Best Western accredited assessor’s departure from the Property.

- 500.20** A. All Properties will be scheduled for inspection in the manner provided by the Regulatory Documents, as may be amended.
- B. All facilities associated with a Member Property shall be made available for inspection. These facilities include:
1. All land, buildings and improvements which are owned or leased by the Member;
 - or
 2. Facilities which are represented by the Member as being available to provide goods, services or amenities to the Member's guests where the goods, services or amenities provided by the facility are represented as being owned, managed or controlled by the Member.
- C. All leases or management contracts for facilities associated with the Member Property shall include provisions permitting inspection and renovation, as provided in Chapter V of the Rules and Regulations.
- D. All facilities associated with the Member Property shall be presumed to be available for inspection and renovation unless established to the contrary by the Member and a waiver is secured from Best Western.
- E. Waivers from the requirements of this rule may be granted by Best Western, upon such terms and conditions as it, in its absolute discretion, may determine.

- 500.21** A. Subject to paragraph (B) below, the Board of Directors may adopt and implement programs and requirements to (i) provide regular maintenance of Member Properties, (ii) maintain a fresh and high quality appearance of Member Properties, (iii) conform to design, appearance, or operating criteria for Member Properties, and (iv) refurbish and renovate Member Properties, to help ensure that each Member Property offers the public fresh and high quality accommodations that are competitive with other lodging available to the public and are current with lodging industry trends. For purposes of Rule 500.21, such programs are individually and collectively referred to as "Refurbishment Programs." Any Refurbishment Program adopted by the Board of Directors or the Members is applicable to all Members, and shall include requirements for "Best Western", "Best Western Plus" and "Best Western Premier" Properties.
- B. Any Refurbishment Program adopted by the Board of Directors shall, prior to implementation, be submitted to the Members for their vote and approval, in accordance with the Bylaws, if (i) the cost of required item(s) is more than US\$150 per room, per Member Property if purchased through Best Western Supply (the "Expenditure Limitation"), or (ii) the Board of Directors should reasonably expect that most Member Properties will need to hire a "trade person" to install the item(s).

For the purposes of this Rule "trade person" means a person who is skilled in a particular trade or craft. The Board will not mandate in any 12-month period Refurbishment Programs that alone or in the aggregate equal or exceed the Expenditure Limitation. The Expenditure Limitation will be adjusted in accordance with Article II, Section 6(D) of the Bylaws every 5 years, with the first adjustment being made on January 1, 2014.

C. Nothing in this Rule 500.21 will amend, supersede or consider any current programs or requirements, including without limitation, Best Western's New Construction Guidelines or Renovation & Refurbishment Guidelines (sometimes referred to as the New Construction and Refurbishment Guidelines).

D. Nothing in this Rule 500.21 limits the authority of the Board of Directors to grant individual Members deviations, variances or waivers from any current or future Refurbishment Programs or other requirements if the Board, in its discretion, determines that a deviation, variance or waiver is appropriate. Nor does anything in this Rule 500.21 limit the authority of the Board to impose any specific conditions upon Applicants for Best Western Membership or Members granted a conditional extension of their Membership after a hearing such as described in Chapter XII of the Corporation's Rules and Regulations.

E. This Rule 500.21 shall, to the extent possible, be construed consistently with all other rules dealing with the same or related subject matter, but in the event of a conflict between this Rule and any other rules, this Rule 500.21 shall govern.

500.22 It is recommended that existing Members voluntarily proposing renovation or refurbishing submit proposed plans and specifications to the Design Department for review to avoid possible conflict with Best Western guidelines and avoid unnecessary expenditure for products which may be subsequently disapproved. Pursuant to a request by Best Western, an Applicant or Member may be required to submit drawings, color boards and specifications to the Design Department for review before purchase or installation. Any redecorating, refurbishment and renovation not first securing the approval of the Design Department of Best Western may not, at the sole discretion of the Board, be considered to be undertaken or completed in compliance with orders, directives or conditions of the Board and may subject the Membership to cancellation pursuant to paragraph 1100.6 of these Rules and Regulations. In the event of disagreement between the Member or Applicant and the Design Department and/or Review Committee relative to the review and/or correction of property deficiencies, the Board shall have the final decision.

- 5500.23 Intentionally omitted.
- 500.24 Each Best Western Property shall be operated in a high ethical and moral standard consistent with Best Western's concept of providing quality accommodations at fair and reasonable prices.
- 500.25 Best Western Members shall comply with all prevailing laws, ordinances and regulations pertaining to the operation or construction of a hotel/motel or resort property.
- 500.26 Each Best Western Member will maintain the premises, including coffee shops, restaurants, lounges, meeting/banquet rooms and other public areas, in a clean, safe and orderly condition.
- 500.27 Efficient, courteous and high quality services shall be provided by each Best Western Member.
- 500.28 Any deviation from these Rules and Regulations shall have the prior written approval of the Board. A file of all written waivers shall be maintained at the property and available for inspectors to verify waiver.
- 500.29 Each Best Western Member shall use reasonable means to encourage the use of other Best Western affiliated hotels/motels on a worldwide basis by the traveling public.
- 500.30 Each transaction with the guest shall be conducted in a courteous, cordial, friendly and professional manner that reflects fair and ethical policies and practices.
- 500.31 Personnel shall be properly trained to serve the guests in a professional manner. Completion of Best Western's online training is required for all Front Desk staff at each Property, within 90 days following the Front Desk staff person's effective hire date, with specific online training to be based on the online curriculum available at the time of hire. Each Member will be billed annually for training on a cost recovery basis. Effective December 31, 2009, each Property is required to have at least one staff person at the Property that has completed a *Because We Care* (formerly known as *I Care*) training program instructed by Best Western and has passed the certification exam. In the event of turnover of the only qualified staff person, another staff person must complete the Best Western training and pass the certification exam within 90 days. Additionally, by December 31, 2012, each Property will complete *Because We Care Clean* (formerly known as *I CARE 2*) training. Furthermore, effective June 1, 2013, each Property will be required to implement and thereafter maintain a General Clean and Preventative Maintenance Program. By April 1, 2015, or within ninety (90) days of future hire date, the Front Office Manager/Supervisor shall complete the Best Western Front Office Manager/Supervisor training

program as determined by the Board of Directors.

By December 31, 2015, or within one (1) year of future hire date, the Front Office Manager/Supervisor shall complete and then maintain certification in a relevant Front Office Manager/Supervisor certification program as determined by the Board of Directors. If the Front Office Manager/Supervisor has a higher level certification (e.g., CLM, CHA, or CHO), Front Office Manager/Supervisor certification is not required.

- 500.32 All guest contact personnel shall be neat, well-groomed and properly attired.
- 500.33 In order to foster, promote and continue Best Western's image as a provider of high quality service to the traveling public, including families, it is declared to be in the best interest of all Members to uniformly prohibit the offer, sponsorship or provision of any entertainment which could be classified as adult, pornographic, lewd, sexually explicit or obscene. Prohibited entertainment shall include, without limitation, the showing of or offer to show any movie or film with an "X" or similar rating or any movie or film that is equivalent to "X" rated and the offering of nude dancing or modeling. The Board shall have final discretion in determining whether there has been a violation of the purpose and spirit of this rule.
- 500.34 All Best Western Members are expected to comply with Best Western's guaranteed reservations system as prescribed in the Regulatory Documents.
- 500.35 The hotel staff of a Best Western Property shall give prompt and courteous attention to any guest concern. When complaints are received at Best Western Headquarters with reference to a particular Property, if the complaint relates to accommodations or service, Best Western Headquarters shall have

Property Cost	Hotel Size 1 - 100 Rooms	Hotel Size 101 - 200 Rooms	Hotel Size 201+ Rooms
Free	First 4 Complaints	First 5 Complaints	First 6 Complaints
\$100 Each	Complaints 5 - 10	Complaints 6 - 10	Complaints 7 - 10
\$250 Each	Complaints 11+	Complaints 11+	Complaints 11+

the authority to resolve the matter upon the first contact, in which case a record of the complaint and resolution will be forwarded to the hotel, and the hotel will be charged a fee according to the following schedule:

The number of complaints shall be measured in each Best Western fiscal year.

If the complaint relates to billing, a matter beyond the Property's control (e.g., power outage), or a Property policy (e.g., no children in the fitness center), the guest may be advised that the complaint will be investigated and that the guest can expect to receive a response directly from the Property, in which case the complaint shall be acknowledged by the Property within two (2) business days and resolved within seven (7) calendar days, with a copy of the written response and resolution directed to the Office of Customer Service at Best Western Headquarters.

If multiple customer service complaints are received for the same event, e.g., sports teams, weddings, etc., only one (1) charge will be billed to the hotel.

500.36 The acceptance of pets of guests is recommended, subject to prevailing laws that may apply. Seeing eye dogs shall be permitted in any area accessible by their masters.

500.37 Each Best Western Property shall be of soundproof construction, in a desirable location, have an attractive exterior and provide year-round heating and/or cooling.

500.38 Each Best Western Member Property shall have a restaurant on or within 500 feet of the premises, except when individual circumstances warrant a variance approved by the Board. Although a restaurant is located within 500 feet of the premises, it shall not qualify the Member Property under this rule if that restaurant is located at any other lodging establishment.

500.39 A. Best Western Member Properties which do not have on-site, full-service restaurants, shall be required to provide a complimentary (free of charge) breakfast buffet consisting of the following:

1. A breakfast buffet must include (a. through t.):
 - a. Choice of two: sliced breads. White, wheat, rye, sourdough, etc. comply.
 - b. Choice of one: bagel, English muffin, croissant, or biscuit.
 - c. Choice of two: sweet rolls, muffins, Danish, cinnamon roll, and specialty loaves (e.g., banana bread).
 - d. Butter or margarine, and assorted jellies and jams (if bagels are offered, cream cheese must be provided).
 - e. Choice of three dry cereals: Raisin Bran and at least two other options including Corn Flakes, Special K, etc. One children's cereal is recommended.
 - f. Choice of one: oatmeal, grits, or Cream of Wheat.
 - g. Guest-accessible refrigerated juice dispensing machine offering choice of at least two juices: one must be orange juice. (Not applicable to Best Western PREMIER product descriptor Properties.)

- h. Choice of three fruits: one must be fresh.
- i. Regular and decaffeinated coffee (premium quality coffee such as Maxwell House, Folgers, Douwe Egberts, or approved national or regional roaster or super premiums, such as Starbucks, Peet's, Seattle's Best), and two choices of tea.
- j. Two creamers (one dairy and one non-dairy).
- k. Sugar and choice of two types of sugar substitute (saccharin-based, e.g., Sweet 'N Low, aspartame-based, e.g., NutraSweet, and sucralose-based, e.g., Splenda, comply).
- l. Choice of two milks: whole, two percent, and/or skim.
- m. Choice of one egg type: hard boiled, scrambled, omelet, etc.
- n. Salt and pepper.
- o. One hot item (choice of freshly baked waffles, pancakes, French toast, cinnamon buns, biscuits with gravy, an egg product).
- p. Coffee – 100% Columbian or Arabica (may use local vendor).
- q. Two flavors of yogurt, personal-container sized or an approved dispenser for bulk yogurt with clear plastic cups and lids.
- r. One gluten-free cereal, offered upon request, with approved signage.
- s. One dairy-free milk alternative, offered upon request, with approved signage.
- t. A glass-front refrigerator placed on or under the breakfast bar

2. That in addition to the Best Western breakfast buffet requirements of Rule 500.39 A. 1, the breakfast buffet of all Best Western product descriptor Properties shall include choice of one: waffles, pancakes, French toast or crepes, freshly prepared or prepackaged from a Best Western approved vendor.

That in addition to the Best Western breakfast buffet requirements of Rule 500.39 A. 1, the breakfast buffet of all Best Western PLUS product descriptor Properties shall include:

- a. Choice of one: waffles, pancakes, French toast or crepes, freshly prepared or prepackaged from a Best Western approved vendor.
- b. Hot eggs and hot breakfast meat, or breakfast sandwich with egg and meat.

That in addition to the Best Western breakfast buffet requirements of Rule 500.39 A. 1, the breakfast buffet of all Best Western PREMIER product descriptor Properties shall include:

- a. Choice of one: freshly prepared waffles, pancakes, French toast or crepes.
 - b. Hot eggs and hot breakfast meat.
 - c. Prepared non-instant oatmeal.
 - d. Fresh fruit cereal toppings.
 - e. Fresh squeezed orange juice (not from concentrate), no dispensers.
3. That in addition to the Best Western breakfast requirements of 500.39 A. 1 and 2, the breakfast buffet of all Best Western Member Properties shall include a Build-Your-Own Breakfast concept as follows:
- a. The breakfast buffet of all Best Western product descriptor Properties shall include a minimum of two Build-Your-Own Breakfast concepts.
 - b. The breakfast buffet of all Best Western PLUS and PREMIER hotels shall include a minimum of three Build-Your-Own Breakfast concepts.
 - c. Glass condiment containers, with clear lids, serving spoons, and a variety of at least three condiments offered for each Build-Your-Own Breakfast concept shall be provided. Condiment suggestions are as follows:
 - Build-Your-Own Yogurt: dried fruit, nuts, granola, berries, shaved coconut, trail mix, and jam.
 - Build-Your-Own Oatmeal: brown sugar, nut pieces, granola, chocolate chips, berries, and dried fruit.
 - Build-Your-Own Waffles/Pancakes/French Toast: cherries, chocolate chips, powdered sugar, cinnamon, and fruit.
 - Build-Your-Own Breakfast Sandwich: salsa, shredded cheese, ketchup, and tomatoes.
 - Build-Your-Own Omelet: glass condiment containers do not apply, but at least three omelet fillings are required.
 - d. Properties offering Build-Your-Own Breakfast concepts shall display approved signage that indicates the Build-Your-Own Breakfast offerings.
- B. In addition, Best Western Member Properties shall be required to provide a complimentary (free of charge) “Grab & Go Breakfast” consisting of the following:
1. At a minimum, a Grab & Go Breakfast shall include:
 - a. One piece of whole fruit.
 - b. One breakfast bar.
 - c. One bottled water.
 - d. All items provided in a bag with a Best Western-approved sticker.
 2. The Grab & Go Breakfast must be offered Monday through Friday, at least one hour before the breakfast meal period starts or upon guest request.
 3. This Section (B) does not apply to Best Western Member Properties that (1) have on-site restaurants offering a full-service breakfast menu during the breakfast meal period or (2) offer a room-service breakfast menu during the breakfast meal period.
- C. In addition, each Best Western Member Property must provide seating at a minimum rate of 20 percent of rooms (e.g., 10 seats per 50 rooms) with a minimum of two tables and six chairs. (New Construction and Conversion Applicants: Refer to the Guidelines addendum for seating requirements, which the Board may change from time to time.)
- D. For Properties offering a free (at no additional charge) complying breakfast, a special and prominent designation will be provided, at the Property’s discretion, in all channels where individual property listings include amenities/services available and Best Western has the ability to provide such designation.
- E. To qualify for a **“Free Breakfast”** designation, a Property must offer, at a minimum, the applicable requirements of Sections A and B above, at no additional charge.
- F. To qualify for a **“Free Hot Breakfast”** designation, a Property must offer, at a minimum, the breakfast buffet described in Sections A and B above, and hot breakfast consisting of:
- Choose one from 1, one from 2, and one from 3 below:
1. Freshly prepared waffles, French toast, pancakes, or biscuits and gravy.
 2. Scrambled eggs, omelets, or eggs cooked to order.
 3. Ham, bacon, sausage, or Canadian bacon.
- Free full-service menu breakfasts may also qualify as a “Free Hot Breakfast”, if approved by Best Western in advance.
- G. **Advertising Free Breakfast.** Properties that do not meet the above minimum standard for the breakfast buffet described in Sections A and B above, at no additional charge, may not advertise free breakfast in any publication, website, bill board, etc. Properties found to serve less than this minimum but still advertising free breakfast shall be assessed a 240 point loss against minimum standards.
- H. **Advertising Free Hot Breakfast.** Properties that do not meet the above minimum standard for the “Free Hot Breakfast” designation may not advertise free hot breakfast in any publication, website,

billboard, etc. Properties found to serve less than this minimum but still advertising free hot breakfast shall be assessed a 240 point loss against minimum standards.

I. All Best Western Member Properties that have an on-site full-service restaurant that charges for breakfast: (i) shall offer breakfast inclusive room rates; and (ii) may offer breakfast exclusive room rates.

- 500.40** The Member shall be responsible for loss or damage to any Best Western equipment furnished in conjunction with the affiliation which is in their care, custody or control.
- 500.41** All Best Western Members and personnel shall display a courteous and professional attitude toward officers, directors, employees and staff of Best Western.
- 500.42** All Members shall participate in all mandatory programs and promotions as may be adopted by the Board.
- 500.43** Each Property shall take all steps which may be necessary to maximize guest satisfaction and minimize guest complaints. In order to assure compliance with this rule, Best Western will monitor each property on a rolling 12-month basis. The receipt of more than 1.7 guest complaints for every 10 rooms during the monitoring period (the ratio of the number of complaints to the number of rooms shall not exceed .17) shall be conclusive evidence of a violation of this rule.
Effective January 7, 2007.
- 500.44** Members shall at all times respect the privacy of guests and shall institute reasonable measures and precautions designed to safeguard guest privacy. Violation of this rule shall be grounds for Membership termination.
- 500.45** A. The number of rentable guest rooms of an approved or conditionally approved Best Western Property, as provided by rule 500.6 of the Rules and Regulations of Best Western, may not be increased or decreased more than 10 rooms or 10%, whichever is greater, without the prior approval of the Board in accordance with the procedures established herein.
1. An application to increase or decrease the number of rentable guest rooms shall be as prescribed by the Board and accompanied with payment of fees as established by the Board. The Board may require additional information.
 2. An increase or decrease of more than 10 rooms or 10%, whichever is greater, shall be determined by reference to the most recent Membership Application & Agreement or property unit count on file with the Association, whichever is greater, and shall be a cumulative total of guest rooms increased or decreased at the Best Western Property since the effective date of this rule.
 3. The notification, impact studies, and approval procedures shall be as prescribed

in Article II, Section 2(C) of the Bylaws and the Board policies interpreting and implementing that Section 2(C), except:

- a. Payment for the impact study shall be by the individual making the request to increase or decrease the unit count;
- b. The impact study shall only consider the impact of the increase or decrease requested; and
- c. The Board of Directors may waive impact studies for unit count decreases.

B. 1. Properties described in Article II, Section 1, (E)(1) of the Bylaws, pertaining generally to Properties whose rental units are each separately owned, may be associated with a Membership and the designated Best Western Property. Such an association shall be upon such terms and conditions as may be established by the Board.

2. In the event that an ambiguity or inconsistency exists in the application of the provisions of this section, or of Section 2(C) of Article II of the Bylaws, the Board shall have the right to resolve the ambiguity or inconsistency in its sole and exclusive discretion.

- 500.46** English speaking staff must be available if requested and be available within a reasonable time of such request having been made.
- 500.47** Snacks and hot beverages in guest rooms or public areas are to be available for guests.
- 500.48** Convenient arrangements for early morning call/alarm are to be available.
- 500.49** Safe deposit facilities are to be available for guests.
- 500.50** Each Property will be billed a registration fee for the District Meeting and Annual Convention the month prior to the meeting. Each fee shall not increase annually more than the lesser of (1) five percent or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas). The registration fee for fiscal year 2014 District Meetings will be \$399.
With regard to District Meetings only, if a Voting Member represents more than one Property in a District, one Property will be billed the full registration fee and the additional Properties will receive a discount of \$150 off their registration fee. Additionally, a property that sends more than one attendee will receive a \$150 discount for each additional attendee.
- 500.51** Whenever there exists a marketing cooperative established by a majority vote of the Membership in their state (including the District of Columbia), province, territory or country (including regions such as the Caribbean), each Member shall participate in their respective state, province, territory or country marketing cooperative and abide

by all established guidelines adopted by the cooperative.

- 500.52** Effective March 1, 2012, or as soon afterward as is practicable, all Members are required to award Best Western frequency program participants points, miles or partner rewards for all rate plans with the exception of rate plans associated with online travel agencies, tour operators, employee rate, FIT/wholesale/net rates, motorcoach/bus, crew, FX, and extended stays longer than thirty (30) nights.
- 500.53** The Board may assess a Member a fee of \$50 per occurrence for each complaint charged to its Member Property after any monitoring period in which the Member Property received a number of complaints exceeding the permitted guest complaint ratio. The per-complaint fee may be charged until the Member completes a monitoring period in compliance with the permitted guest complaint ratio. Charged complaints shall not include those categories of complaints that the Board determines Members cannot reasonably be expected to be able to control such as, without limitation, complaints resulting from electing not to participate in a non-mandatory advertising or marketing campaign, or complaints resulting from the failure of a third party to deliver a reservation to the property.
Effective January 7, 2007.
- 500.54** The Board may assess a Member a fee of \$75 per occurrence for each guest complaint that its Member Property does not respond to or make reasonable efforts to resolve within the established time frame.
Effective January 7, 2007.
- 500.55** In addition to any other applicable requirements, within 45 days following the change in ownership of a Best Western Member Property, the transferee, at its cost, must complete the same training requirements applicable at the time to new Members joining Best Western. The training costs will be billed on a cost recovery basis.
- 500.56** Best Western's certification is required for at least one housekeeping supervisory staff person at each Property, with certification costs to be billed to the Property on a cost recovery basis. In the event of turnover of the certified staff person, the Property will have 60 days to certify another member of staff.
- 500.57** On each December 31st, a "Brand Annual Minimum Standard" requirement for each brand (e.g., Best Western®, Best Western Plus®, Best Western Premier®) will be established by calculating the percentage of "8," "9," and "10" scores in Medallia for "Overall Experience" received by all Properties in that brand during the period January 1st to December 31st of that year multiplied by .80, using electronic surveys only.
- 500.58** Each Best Western Property is required to assign and maintain a full time General

Manager, empowered, responsible, and accountable for the daily operations of the Property. The General Manager shall attend either the Annual Convention or a District Meeting each year.

Chapter VI

600.0 Lobby and Front Office

- 600.1** All Properties shall provide a lobby of appropriate size and furnishings commensurate with the size of the Property and services offered. Ten (10) square feet per room for 40 through 150 room Properties or a minimum area of 400 square feet. Six (6) square feet per room in excess of 150 rooms. Deviation on larger Properties is subject to Best Western's prior approval.
- 600.2** The front office and registration/check-out area shall be maintained in an orderly and clean manner. An efficient, hospitable and courteous attitude shall be displayed to the guest at all times.
- 600.3** Business shall always be referred to the nearest Best Western, unless by so doing the guest's best interest and comfort are not adequately served.
- 600.4** Alternate accommodations should be provided to the guest if accommodations are not available in the contacted inn, to take advantage of the opportunity to render service to future guests and maintain the loyalty of that Best Western guest.
- 600.5** Additional charges shall not be made for reasonable requests for additional services, such as extra towels, soap, glasses, ironing boards, folding table and chairs, bedboards, blankets, etc.
- 600.6** Rooming guests in unprepared accommodations is prohibited.
- 600.7** The telephone switchboard shall be answered as promptly as possible in a pleasant, courteous manner. All incoming calls shall be answered using the words "Best Western." Callers should not be left holding dead lines, be asked to wait or otherwise be inconvenienced through inefficient service.
- 600.8** All Best Western Properties shall provide for registration or checking in of guests 24 hours a day. In the event the front desk is closed for certain hours, a bell or some other arrangement shall be provided for guest services. "No vacancy" signs are not recommended.
- 600.9** Best Western Regulatory Documents shall be available for front office use.
- 600.10** All front desk personnel shall be in uniform or otherwise neatly attired.
- 600.11** Fax facilities are to be available during normal working hours.
- 600.12** Facilities for storing luggage, in case of late checkouts, are to be available.
- 600.13** Assistance with luggage is to be available upon request.

- 600.14 A telephone for internal/external calls located in public areas is to be provided for guest use.
- 600.15 Photocopy facilities shall be available on-site, seven days a week, during normal business hours (minimum of 14 out of 24 hours).
- 600.16 Long distance access shall be offered to guests free of any long distance access charges.
- 600.17 Local calls under 30 minutes per call shall be provided to guests free of charge.

Chapter VII

700.0 Buildings, Grounds and Public Areas

- 700.1 Exterior and interior of buildings shall be maintained in good condition and in a good state of repair at all times. Painted surfaces should be free of peeling paint, soil and obvious cracks in masonry, and should present an attractive appearance in accordance with Best Western standards.
- 700.2 Adequate free parking space shall be provided. The parking area shall be paved and well marked with stripes. It shall be clean and free of refuse and obstructions.
- 700.3 All parking areas, curbing, concrete bumpers and driveways shall be in a good state of repair and free of excessive cracking, crumbling, chuckholes or unsightly repairs.
- 700.4 Snow removal shall be performed when necessary by plowing and/or use of a melting compound. Icy conditions shall be corrected with an appropriate melting compound or traction providing material.
- 700.5 Sufficient lighting shall be provided in all parking areas to provide for guest security and safety to automobiles. Lighting should be on timing devices to go on at dusk and off at sunrise, and should be properly adjusted as seasons change.
- 700.6 The entrance to a Property shall be clearly identified and driveways unobscured so that incoming guests can readily locate the front office and/or restaurant and lounge facilities. Driving areas where view is obstructed should be clearly marked for slow driving.
- 700.7 Appropriate, attractive landscaping shall be provided. Grounds and landscaping shall be kept neat and clean. Lawn and planted areas should be free of weeds and properly edged.
- 700.8 Grounds shall be policed daily to remove debris and trash from shrubbery and planted areas.
- 700.9 Fire extinguishers shall be located in accordance with prevailing codes, be charged and in view, and bear required inspection certificates or tags.
- 700.10 One self-service ice machine and one soft drink machine shall be provided for each 60 rooms. Machines for one- or two-story properties shall be centrally located for convenient access by guests on each floor. One self-service ice machine and one soft drink machine should be provided on every other floor in Properties of more than two stories. Automatic ice machines shall dispense

a controlled portion of sanitary ice. The dispenser may be operated, at the hotel owner's option, by room key or token. Ice shall be available free of charge to guests 24 hours a day, and its location well identified.

- 700.11 Ice machines shall be electrically grounded and maintained in a clean, safe, attractive condition.
- 700.12 Drink machines shall be electrically grounded, properly stocked, clean and in good condition.
- 700.13 Interior corridor carpeting shall be vacuumed daily and be free of wrinkles, litter, debris and clutter. Interior corridors shall be well lighted. Ceiling and woodwork shall be clean and in good repair.
- 700.14 Stairways, walkways and elevators shall be kept clean, uncluttered and well lighted; metal railings, treads and floor covering shall be kept in good condition.
- 700.15 No storage of any kind will be permitted in any interior corridors, hallways, exterior covered corridors, walkways or breezeways.
- 700.16 Stairway lighting, treads, risers and hand rails shall comply with the National Safety Council, OSHA or other appropriate government agency standards. Treads and landings shall have non-slip surfaces.
- 700.17 Exit lights shall be on emergency circuits and in operation at all times, in accordance with applicable prevailing codes.
- 700.18 Swimming pools are required, except where individual circumstances warrant a variance approved by the Board. Pools shall be a minimum of 400 square feet, except where a size variance is granted by the Board, and be heated if so advertised.
- 700.19 Swimming pool area, including deck, shall be neat, clean, attractive and maintained to a high degree of cleanliness year-round. Area shall be kept free of litter and refuse, especially breakable items such as bottles, dishes and articles made of metal or glass that could endanger the safety of guests. Exterior swimming pools that are closed to the public must have pool covers that have stretching capabilities and are securely fastened on all sides or are made of another pre-approved product to eliminate the collection of refuse or rainwater and subsequent unsightly stagnant conditions.
- 700.20 Pool depth should be marked to indicate every two-foot change in depth; such markings are to appear on both the vertical sides of the pool and on the pool deck or apron. Shallow and deep ends should also be clearly identified at pool deck level.
- 700.21 Pools shall be maintained in accordance with state regulations.
- 700.22 Pumps, filters and underground equipment areas shall be clean, neat, properly vented and maintained at all times. Covers for below ground equipment area shall be properly in place at all times.

- 700.23** Chemical balance of pool water shall be maintained at proper levels in accordance with prevailing codes. Daily tests should be conducted and recorded.
- 700.24** Adequate pool furniture shall be provided, commensurate with size of property. Furniture shall be maintained in good, clean condition, present no hazardous or unsafe conditions and enhance the overall appearance of the pool, deck and area.
- 700.25** Doors, locks and hardware shall be regularly inspected for easy, efficient operation and good appearance.
- 700.26** All guest room entrance doors shall be solid-core or metal. Entrance doors (other than interior corridor doors) shall be weather-stripped at top and sides for sound transmission reduction and all wooden entrance doors shall be flush panel. Hollow-core doors may be used for guest unit bathroom doors.
- 700.27** All guest room entrance doors shall be equipped with a lock that is self-locking. The lock shall be electronically activated and must be UL listed (CSA for Canada). All guest room entrance doors shall be equipped with a one-inch bored-in deadbolt lock, designated as Grade 2 type. Deadbolt locks shall be operable only with a latch from the interior and emergency key from the exterior. The emergency key is any instrument specifically designed to open that locking device and should be maintained by the general manager or security of the hotel.
- Combination locks with panic features shall function so that the deadbolt cannot be retracted from the outside by the use of a guest key or the master key. The deadbolt shall be retracted from the outside only by the use of an emergency key. The room number shall not be displayed on the key.
- Electronically activated locking devices are required and must provide the following features:
- All entrance door locksets shall be electronically activated and always remain in the locked position without having to operate an interior spanner button or any similar device. The lockset shall only unlock by the use of a guest, master or emergency key. A key is defined as a key card or any device specifically manufactured to operate the lockset.
- The lockset shall be keyed to at least three levels of security - the guest key, the master key (or maid's key in some instances) and the emergency key. The emergency key shall be maintained by the general manager or security of the hotel and the master keys only by assigned hotel staff. All functions, except the fail-safe feature designed to completely override the guest room lockset, should be performed in a non-mechanical manner.
- All lock sets shall automatically re-code with each use of a newly assigned guest key, voiding all previously issued guest keys.
- Room numbers shall not be displayed on the key.
- A fail-safe feature shall be provided to allow entrance to the guest room in the event of a system or power failure.
- If battery operated, a low battery warning feature shall be provided at the guest room lockset level.
- An audit trail/interrogation feature is required and should be maintained only by the general manager or security staff of the hotel.
- An automatic time-out feature is required at the guest room lockset level to void all keys left in the lockset past a predetermined length of time.
- 700.28** All guest room entrance doors are to be equipped with a chain- or bar-type door guard. This door chain/guard should be installed in such a manner that the strength of the attachment is equal to the strength of the chain. The bar-type guard or chain should allow for a maximum door opening of one inch.
- 700.29** All guest room entrance doors are to be equipped with one-way door viewers with a minimum of 180-degree viewing. All door viewers are to be metal, not plastic. The viewers should be installed four feet, nine inches from the floor and installed with a substance such as "Lock-Tite" or equivalent, to ensure that it is tamper-proof.
- 700.30** All guest rooms with interconnecting doors shall have two solid-core or metal doors equipped with a lock that is self-locking and a one-inch bored-in deadbolt lock on each door. Locks shall have all metal components. A 1/2 inch bored-in deadbolt may be used on doors with a metal frame. It is recommended that both doors be weather-stripped to minimize sound transmission. A knob on the guest room side of the interconnecting door with a tamper-proof plate on the other side of the door complies with the self-locking requirement. When half-inch deadbolts on interconnecting doors are replaced, it is recommended that they be replaced with one-inch deadbolts.
- 700.31** All sliding doors are to be equipped with a hook lock built-in within the door handle, as well as a secondary locking device. This secondary locking device shall be a safety bar ("charley bar"), a sliding door deadbolt or a pin-type lock. The hook shape is to resist the parting motion of sliding door and jamb. Sliding doors shall be installed to ensure that the sliding panel is on the inside and the stationary panel is on the outside, unless otherwise waived by the Board.
- 700.32** All ground level wooden or metal balcony/patio doors without a walkway shall have a bored-in deadbolt. All wooden or metal private balcony/patio doors above the first floor without a walkway shall have a

locking device. All other secondary doors with walkways shall have all required locking devices. A key accessible deadbolt is only required in one entry door.

- 700.33 All guest room windows that open shall provide a lock which secures the window in a closed position.
- 700.34 All public restrooms shall be clean and well-maintained and have sufficient paper and hand washing supplies. Restrooms shall be well lighted and free of offensive odors.
- 700.35 Every Best Western Property shall provide repair and maintenance of all facilities, equipment, machinery, paving, lighting, electrical systems, plumbing, heating, air-conditioning, guest room interior, bathrooms, exterior walls, stairways, swimming pools and equipment, keys and locks, roofs and guttering.
- 700.36 All reports for repair should be made promptly and a system established to make certain that repairs affecting guest comfort, convenience and safety are completed.
- 700.37 Ice machines and vending machines shall be inspected daily by maintenance personnel.
- 700.38 Maintenance or building superintendent should be supervised closely by the general manager; constant checking should be done to make certain normal repair maintenance work is performed promptly.
- 700.39 It should be remembered that maintenance personnel are also guest contact personnel. They should be well-groomed, clean and properly uniformed.
- 700.40 Restaurant, lounges, meeting/banquet rooms and other public areas shall be maintained in good condition and in the highest degree of cleanliness.
- 700.41 All fencing shall be maintained in good condition and in a good state of repair at all times. Painted surfaces shall be free of peeling, excessive cracking (weather checking), or excessive fading of paint. Gates, if provided, shall be likewise in good condition and operable.
- 700.42
 - A. All Properties that have three (3) stories or more are required to provide an elevator.
 - B. All Properties that use the Best Western PLUS or Best Western PREMIER descriptor are required, by June 30, 2015:
 - 1. To provide an elevator at all Properties of two (2) stories or more. It is recommended that the elevator be located near the lobby.
 - 2. The following minimum number of elevators are required at all Properties with two (2) stories or more:
 - 3. In Properties with four (4) stories or more, even with less than 100 guest rooms, at least two (2) elevators shall be provided.
 - 4. If the Property has multiple buildings with guest rooms, at least eighty percent

(80%) of all guest rooms must be either:
 (i) on the first (ground-level) floor; or
 (ii) serviced by an elevator.

Number of Guest Rooms	Minimum Number of Elevators
1 - 99 Rooms	At Least One (1)
100 - 199 Rooms	At Least Two (2)
200 - 299 Rooms	At Least Three (3)
300 - 399 Rooms	At Least Four (4)
400 - 499 Rooms	At Least Five (5)

5. If a Best Western PLUS Property is in the top twenty-five percent (25%) of all Properties with respect to percent of “8,” “9,” and “10” scores for Medallia “Overall Experience” on December 31, 2014, for the prior twelve (12) month period, the Best Western PLUS Property shall have until June 30, 2017 to comply with the elevator requirements.

6. If more than one (1) elevator is required at a Best Western PLUS Property, the Best Western PLUS Property shall have until June 30, 2017 to comply with the elevator requirements.

C. The Board of Directors shall have the authority to grant waivers and extensions based upon good cause shown. The Property shall have the burden of establishing the reasonableness of the waiver or the extension.

700.43 Bottled or canned water (spring or mineral water) is to be available to the guest on site 24 hours a day, free or at charge (an acceptable solution is to offer water in a vending machine).

Only where tap water is not safe to drink (as determined by the appropriate regulatory authority), there must be a notice in the room and a minimum of 1 liter of bottled water per day will be provided in the room, free of charge.

700.44 Additional complimentary toiletries shall be available on-site to guests, on request, 24 hours daily, free of charge. The following items, if not provided in guestrooms, shall be available at reception: razor, shaving foam, toothbrush, toothpaste, comb, sanitary napkins (an acceptable solution is to offer sanitary napkins via a vending machine in a public restroom) and sewing kits. The availability of these items is to be noted in the guest service directory.

Chapter VIII

800.0 Housekeeping Department

800.1 The housekeeper’s office and area shall be maintained in a neat, clean and safe manner and be free of refuse and fire hazards.

800.2 The housekeeping department office and area shall be adequately supplied; all equipment shall be maintained in good operating condition.

- 800.3 Floor shall be maintained in a good sanitary condition and in an excellent state of repair.
- 800.4 Maids and housemen (regularly employed) shall be neatly uniformed.
- 800.5 When linen shows holes, excessive stains or heavy mending, it shall be removed from service immediately.
- 800.6 In-house laundry is to be maintained in a clean, neat and safe condition and provide good ventilation and lighting.
- 800.7 Floor covering in laundry is optional; tile is recommended as bare concrete stains linens.
- 800.8 Laundry equipment shall be kept clean and in good operating condition. Washers shall be free of corrosion; dryers should be free of excessive lint and properly vented.
- 800.9 Laundry personnel should be properly uniformed.
- 800.10 Every working maid shall have an operable vacuum cleaner in good condition.
- 800.11 Maid carts shall be kept in a good state of repair and be well painted, clean, neat, well organized, properly supplied and free of squeaks or other noises that might disturb guests.
- 800.12 Professional housekeeping procedures shall be followed at all times.

Chapter IX

900.0 Guest Rooms and Bathrooms

- 900.1 Guest rooms and bathrooms shall be attractive, comfortable, professionally designed, in good taste and maintained on a daily basis in the highest degree of cleanliness and safety.
- 900.2 Walls, ceilings, windows and sills shall be in excellent condition, clean and free of dust, lint, stains, fingermarks and smudges.
- 900.3 All guest rooms are to be fully carpeted with good quality carpeting. Carpets shall be vacuumed daily; obvious debris and litter shall be removed from under the beds and other furniture. Carpet under beds shall be vacuumed at least weekly.
- 900.4 Rooms shall be free of odor and insects.
- 900.5 Pillows, box springs and mattresses shall be of motel/hotel quality and in good physical condition. Ticking should be free of stains. Pillows should be plump and bed support solid.
- 900.6 Each guest room shall be numbered with easily distinguishable, uniform numbers. Doors, locks, and hardware shall be regularly inspected for easy, efficient operation and good appearance. If any guest room entrance door locks are inoperable, the guest room shall be placed "out of service" and not rented until the lock is repaired.
- 900.7 Guest rooms shall be equipped with adequate furnishings that are attractive, comfortable, in excellent condition and free of dust, lint, fingermarks, smudges and scratches. Furniture should be constantly upgraded to eliminate worn finish or upholstery. Refer to

Best Western's Renovation & Refurbishing Guidelines for furnishing requirements per room.

- 900.8 Every bed shall be supplied with clean bedding in good condition, that is free of odor, discoloration and stains. This includes all bedding: bedspreads, blankets, mattress pads, pillow cases and bed sheets.
- 900.9 Bedspreads shall be coordinated to guest room décor and be free of snags, tears, holes and frayed edges. Faded or stained spreads shall be removed from service.
Effective January 1, 2010, bed coverings must comply with the following:
 - Bedspreads must be coordinated to guest room decor and be free of snags, tears, holes and frays.
 - Untucked bed coverings must have finished edges.
 - Heatset quilting (polyester fabrics melted together with dots) is not acceptable.
 - Faded, worn or stained bed coverings may not be kept in service.
 - Undersides of decorative bed coverings (e.g., throws, duvets or coverlets) must be of equal or better quality than the face.
 - The length of the bedcovering must allow at least one inch overhang past the top of the foundation or box spring.
 - Triple sheeting (bed made with bottom sheet, top sheet covered by blanket or duvet, and third sheet covering the blanket or duvet) is an acceptable alternative to decorative coverings if the ensemble includes a decorative top sheet and another decorative element (scarf or coordinated decorative pillows). If exposed, the top sheet must have a tone on tone damask pattern (stripe, block, or similar), decorative piping, or another enhancement, unless it is a solid color other than white or is patterned.
 - The foundation or box spring may not be visible to the guest when the bed is made up.
- 900.10 Effective January 1, 2010, all beds with foundations or box springs must have a decorative covering to conceal the foundation or box spring. Bed frames and legs or bed base must also be concealed unless they are decorative and coordinated with the room furnishings. Acceptable methods of concealment include, but are not limited to, bed skirts/dust ruffles or box spring covers/huggers. All coverings must coordinate with the overall design of the bed covering and room décor.
- 900.11 Guest bedrooms shall have individually controlled thermostats to provide for guest-controlled heating and cooling; units should operate quietly and have clean filters and grills.
- 900.12 Each guest room shall provide one (1) light fixture at the following locations:

1. Each night stand (Two lamps are desirable at the night stand between two double beds. One fixture with two lamps is acceptable.)
2. Games/parsons table
3. Credenza/mirror
4. Desk

Shades and lamps, light fixtures and bulbs shall be dusted daily, and have no frayed cords or stained, bent or broken shades. Adequate lighting shall be provided in all areas of the room. Refer to the Best Western Renovation & Refurbishing Guidelines for adequate lighting requirements per room.

- 900.13** At least one light shall be operated by switch at the entrance door.
- 900.14** Each guest room shall contain one waste basket. (See Chapter X.)
- 900.15** No coin-operated devices of any type will be permitted in any room.
- 900.16** Bedroom draperies shall be in good condition and open and close with cords or pull wands. Drapery rods shall be firmly fastened to wall or ceiling, properly strung and in good operating condition. Refer to Best Western's Renovation & Refurbishing Guidelines for additional drapery specification requirements.
- 900.17** On or before December 31, 2012, all cathode ray tube ("CRT") televisions shall be replaced with televisions that comply with the following Television Guidelines. Flat panel televisions purchased prior to July 1, 2011 that do not meet the following Television Guidelines will be deemed acceptable for Best Western and Best Western PLUS hotels until seven (7) years after the original date of manufacture by which time they must be replaced with a television that meets the following Television Guidelines.

Television Guidelines

Any televisions purchased for use in guest rooms must meet the following guidelines with respect to minimum sizes and HD programming in accordance with this Rule 900.17. All televisions shall be commercial grade LCD, LED or plasma flat panel televisions with HDMI, Proidium chip and VGA ports. All measurements are diagonal.

Television Amenity by Descriptor	Best Western	Best Western PLUS	Best Western PREMIER
Guest Room	Minimum one (1) 32" or larger	Minimum one (1) 37" or larger	Minimum one (1) 42" or larger
Suite <i>without</i> full wall and door separator	Minimum one (1) 42" or larger, clearly viewable from both the seating area and the sleeping area; or Minimum two (2) 32" or larger		
Suite <i>with</i> full wall and door separator	Minimum two (2) 32" or larger	Minimum one (1) 37" or larger and (1) 32" or larger	Minimum one (1) 42" or larger and one (1) 32" or larger
HD Programming Delivery and Display			High Definition (minimum of five channels)

By December 31, 2024, all televisions, for all Best Western branded hotels, shall be replaced with televisions that comply with the following Television Guidelines:

Television Size - Minimum (Measured Diagonally)

- Lobby and Breakfast Area: 50" Television
- Fitness Area: 50" Television
- Guestrooms: 50" Television(s) with Streaming/Casting Capability

Television Grade

- All televisions shall be commercial grade.
- Televisions in guest rooms shall support streaming and popular applications (e.g., Netflix, Hulu, Amazon, Apple, and Disney) via a guest personal device (e.g., iPad) and the television.

Implementation

As an exception to the December 31, 2024 date of implementation, televisions will be considered compliant until seven (7) years after the original date of manufacture by which time they must be replaced with a television that meets these Television Guidelines.

- 900.18** Each guest room shall contain an operating direct-dial telephone and complete dialing instructions.
- 900.19** Each guest room shall contain one current local telephone directory in good condition.
- 900.20** A telephone message pad and a pen or pencil shall be conveniently provided near the telephone in the bedroom and/or sitting room.
- 900.21** An indication is to be provided in each guest room on how to obtain emergency assistance, such as fire, police, ambulance and medical, as well as instruction notices.
- 900.22** Intentionally omitted.
- 900.23** A directory of services shall be provided in each guest room describing the various facilities and services provided by the hotel and the hours such facilities and/or services

- are available. The location of vending and ice machines shall be noted.
- 900.24** Guest room and bathroom doors should be equipped with doorstops to eliminate noise and damage to walls or fixtures. It is recommended that doors have a stop at top corner of door or a doorknob wall-mounted stop. For bathroom doors, it is recommended that a small rubber bumper be affixed to the bath fixture if door opens against tub or toilet.
- 900.25** The individual Property should advertise in its rooms, in good taste, its own services and promotions. Printed material should be held to a minimum to avoid a cluttered appearance. Any printed material, including endorsements when using the name and/or logo of Best Western, shall contain the current form of logo approved by Best Western. On-premises advertising or promotion of any hotel, motel or resort other than Best Western is prohibited.
- 900.26** Closet/clothes hanger area shall be clean and neat and shall include at least eight matching wooden or permanent hangers, two with skirt clips.
- 900.27** All bathrooms shall provide a tub/shower combination of ceramic or other approved materials with a non-skid surface or device.
- 900.28** Each bathroom shall contain two rolls of good-quality toilet tissue.
- 900.29** Plumbing fixtures and all chrome shall be clean, polished, in good condition and free of tarnish and water spots.
- 900.30** Bathroom tile walls and floors shall be cleaned and dried daily and be free of lint, hair and water spots. Tile grouting shall be clean, in a good state of repair and free of mildew or discoloration.
- 900.31** Vanity/dressing table, mirror and wash basin shall be of modern design, in a good state of repair, cleaned daily and free of soil, water spots and streaks. Vanities shall have at least a seven-inch skirting to conceal exposed plumbing.
- 900.32** Toilet seats and lids shall be clean and sanitary, with no chipped or worn surfaces, bare wood or other composition visible. Seats and lids shall be free of discoloration or stains and not be loose on hinges. Seats shall have required bumper supports. Paper bands are not recommended.
- 900.33** Bathrooms shall contain good quality terry cloth items of proper grade and in recommended amounts. (See Chapter X.) Sufficient towel bars shall be provided to accommodate the required amount of towels and shall be conveniently located for easy access.
- 900.34** Each bathroom shall contain one waste basket. (See Chapter X.)
- 900.35** Shower curtain and rod, tub tracks and glass doors shall be clean and free of soap residue, water minerals and mildew.
- 900.36** Each guest bath shall be supplied with good-quality toilet and facial tissue holders. Facial tissues of standard size shall be provided in permanently mounted holders or in a permanent decorative holder approved by Best Western.
- 900.37** Light fixtures, electric outlets and switches shall be operable and clean at all times.
- 900.38** At least one robe hook should be provided in each bath area.
- 900.39** Kitchen areas and kitchen equipment shall be of modern design and shall be kept clean and in excellent physical condition and appearance.
- 900.40** All bathrooms shall provide adequate ventilation. Window ventilation usually is adequate, but if windows are not available, exhaust vents and fans shall be provided and maintained in an operable condition.
- 900.41** Electric shaver points or outlets near a suitably lit mirror shall be provided.
- 900.42** A hair dryer shall be provided in all guest rooms.
- 900.43** An iron and ironing board shall be provided in each guest room. Tabletop ironing boards are not acceptable. Freestanding wall-mounted units are acceptable. The iron must be full size (not travel size).
- 900.44** Hot and cold running water shall be provided in each guest bathroom.
- 900.45** A laundry bag is to be provided for each guest room.
- 900.46** Mechanical fans shall be available upon guest request if the property does not provide air conditioning in the guest room.
- 900.47** A minimum of 10% of the guestrooms shall have beds with a minimum mattress size of 72 inches by 84 inches (california king) or 76 inches by 80 inches (standard king).
- 900.48** All guest rooms shall be required to have coffee or tea makers with complimentary tea or coffee “packets, bags or filter”. Decaffeinated coffee or tea must also be provided. Normal accompaniments, i.e., sugar, sweetener, milk or non-dairy creamer, stirrer are to be provided. Disposable cups or china/ceramic cups shall be provided. Consumables (coffee, tea, accompaniments and cups) must be replenished daily.
- 900.49** Each guest room shall be provided with a clock, (e.g., clock radio).
- 900.50** A dataport facility easily accessible to a desk or work surface shall be provided in each guest room. A dataport facility is defined as a telephone jack available that can accept a phone line and gives access to an outside telephone dialing tone. The jack may be in the wall or on the phone, but should be available to the guest without unplugging any telephone equipment. The dataport may use the same line as the guest telephone.

900.51 Guest room televisions shall deliver a minimum of at least eight different channels of programming, including at least one English-speaking channel that includes international news. A 24-hour all-news channel is not required. Further:

1. The television must have good, clear picture and sound.
2. The television must have a remote control and full mute function. The remote control must not be attached to anything.
3. If the television is video-on-demand enabled, it must have clear, easy to follow instructions and the cost should be clearly stated.
4. Televisions on metal pedestal stands are unacceptable.
5. If used, security mountings must be high-quality and inconspicuous

900.52 All guest rooms shall have a radio or some other source of music (e.g., portable radio, clock radio, radio on tv, music channel on television or hard-wired hotel music system).

900.53 Hotels shall have a minimum of 50% of their guest rooms designated as non-smoking. Rooms will be identified with a permanent notice on the guest room external door as a non-smoking room. Rooms will also have at least one notice within the room, identifying the room as a non-smoking room.

900.54 No later than April 1, 2009, a reasonably accessible electrical outlet must be professionally installed either (i) by hardwiring it into the wall above the desk or work surface (32" - 36" above finished floor), or (ii) in the desk or work surface, or (iii) in the desk or (iv) by providing a work surface lamp that has an outlet conveniently integrated in its base. If no desk is provided, one reasonably accessible, unused outlet must be located within 6' of the parsons or activity table.

Chapter X

1000.0 Logo Items and Room Supply Requirements

1000.1 Following are the minimum allowable room supply requirements:

- A. Two (2) tumblers per bed. Tumblers shall be sanitized in accordance with applicable government regulations. Sanitized glasses shall be placed in an approved glass bag. Alternatively, the top and rim of the glass may be covered with approved shrink-wrap plastic or a fitted heavy paper glass cap. When disposable glasses are used, they shall be pre-sanitized and pre-wrapped.
- B. Consistent with the requirements of this section, Best Western shall have the authority to establish a "branded" bath amenity program for each Best Western hotel brand. Each guest bathroom shall offer 2 bars of packaged soap in the shower/tub and basin/vanity area. Minimum requirements are at

least one 3/4 size bar (2 1/2" x 1 1/2" x 1/4" or .6 ounces) and one 1 1/2 size bar (3" x 1 3/4" x 1/2" or 1.2 ounces). A Best Western approved soap dispenser and dispensed product are allowed in the bath area in lieu of a bar of soap provided a 1 1/2 size facial bar is available at the vanity area. It is recommended that a 1 1/2 size deodorant bar be provided in the bath area.

Each guest bathroom shall offer bottled shampoo (packet/sachets not acceptable) or a conveniently located shampoo/shower/bath gel dispenser.

Extra soap and/or shampoo shall be available upon request.

C. One (1) ice bucket per room (3 qt. minimum).

D. Two (2) waste baskets per room, one to be placed in the vanity area (at least one waste basket should be a minimum 13 qt. size).

E. "Do not disturb" device or sign for each room.

1000.2 Consistent with the requirements of this section, Best Western shall have the authority to establish a one-vendor bedroom linen and bathroom terrycloth program (while also retaining the existing green terrycloth program). The Board shall have the authority to determine the appropriate weight for terrycloth items and thread count for linens. Subject to this authority, the following minimum guest room linen standards apply:

Bath terry:

1 cloth bath mat (bath towel may be substituted). Bath terry to be constructed with a minimum of 86% natural fiber, e.g., cotton, bamboo, etc. Ring Spun fiber preferred. Dobby border preferred. Minimum weight per dozen: 6.9 lbs.

Room with one bed:

- 2 bath towels. Minimum size: 25" x 52". Minimum weight per dozen: 12.0 lbs.

- 2 hand towels. Minimum size: 16" x 27". Minimum weight per dozen: 3.0 lbs.

- 2 face cloths. Minimum size: 12" x 12". Minimum weight per dozen: 1.0 lbs.

- The sizes listed above are to be measured on new product before shrinkage.

Room with two beds:

- 3 bath towels. Minimum size: 25" x 52". Minimum weight per dozen: 12.0 lbs.

- 3 hand towels. Minimum size: 16" x 27". Minimum weight per dozen: 3.0 lbs.

- 3 face cloths. Minimum size: 12" x 12". Minimum weight per dozen: 1.0 lbs.

- The sizes listed above are to be measured on new product before shrinkage.

Bedroom linens:

Mattress Pad Requirement:

Each bed shall have a mattress pad.

Sheeting Requirements:

Each bed shall be triple sheeted, or double sheeted with washable duvet cover with removable insert as further defined.

Triple sheeting is defined as making up a bed with:

- a. A compliant minimum T-200 first (bottom) sheet, either fitted or flat;
- b. Topped with a second (middle) sheet beneath which the guest will typically sleep;
- c. Topped with a compliant blanket appropriate to the descriptor; and
- d. Topped with a third (top) sheet as described below as appropriate to the descriptor.

Double sheeting with washable duvet cover and removable insert is defined as:

- a. A compliant minimum T-200 first (bottom) sheet, either fitted or flat;
- b. Topped with a second (middle) sheet beneath which the guest will typically sleep; and
- c. Topped with a washable duvet cover with a compliant blanket insert.

Decorative Element Requirements:

At Best Western descriptor hotels, triple sheeting is acceptable with the third (top) sheet exposed:

- a. Provided the bed has an additional decorative element. Acceptable elements include the addition of a decorative pillow (throw or bolster style), or a scarf.
- b. The third (top) sheet must be decorative in nature, e.g., tone on tone stripe, tone on tone block, festooned, etc.

At Best Western PLUS descriptor hotels, triple sheeting is acceptable with the third (top) sheet exposed:

- a. Provided the bed has two (2) additional decorative elements, e.g., the addition of a decorative pillow and a scarf.
- b. The third (top) sheet must be 100% polyester jacquard or matelasse patterned fabric with a minimum weight of 6 oz./sq. yd.; may be white or colored.

At Best Western PREMIER descriptor hotels, triple sheeting is acceptable with the third (top) sheet exposed:

- a. Provided the bed has two (2) additional decorative elements, e.g., the addition of a decorative pillow and a scarf.

- b. The third (top) sheet must be 100% polyester jacquard or matelasse patterned fabric with a minimum weight of 6 oz./sq. yd.; may be white or colored.
- c. The blanket between the second (middle) sheet and the third (top) sheet must be down, synthetic down, or duvet blanket.

Pillows:

A minimum of 3 pillows are required on a full size or smaller bed; and a minimum of 4 pillows (standard size) are required on a Queen or King Size Bed, with all pillows to be enveloped in a pillow protector, and a pillowcase which is manufactured with minimum T-250 (250 threads per square inch) percale with a minimum of 50 percent cotton content. All pillows must meet Best Western specifications.

Additional decorative pillows may be used as a supplement to, but not in lieu of, the required quantity of pillows.

The pillows shall be of the following minimum standard: Fiber type 6 denier per filament, polyester fiber clusters comprised of a blend of hollow low void, high void and antimicrobial fibers with a cluster cohesion of less than 6.0 Newtons, 100% cotton T-180 ticking with the following size and weight of fill specifications:

Required Size	Medium Support
Standard 20"x 26"	22 oz
Queen 20"x 30"	27 oz
King 20"x 36"	33 oz

If you choose to provide gentle and/or firm pillows in addition to the MEDIUM SUPPORT pillows described above, the following specifications apply. The pillows shall be of the following minimum standard: Fiber type 6 denier per filament, polyester fibers cluster comprised of a blend of hollow low void, high void and antimicrobial fibers with a cluster cohesion of less than 6.0 Newtons, 100% cotton T-180 ticking with the following size and weight of fill specifications:

Optional Size	Gentle Support	Optional Firm Support
Standard 20"x 26"	20 oz	24 oz
Queen 20"x 30"	25 oz	29 oz
King 20"x 36"	31 oz	35 oz

The law tag must be affixed to all pillows as required, for compliance and to fulfill assessment requirements.

- Bedding includes: bedspreads, blankets, mattresses pads, pillow cases and bed sheets which are of proper size for the box spring and mattress on which they are used.

1000.3 All Members shall choose a minimum of three items for use at the Property that shall bear the approved Best Western logo.

- 1000.4 A minimum of three logo items are to be displayed in the public areas in addition to signage.
- 1000.5 If in-room stationery is provided, it shall comply with the Brand Identity Manual.

Chapter XI

1100.0 Violations and Sanctions

- 1100.1 If a Member Property is operated, managed or maintained in a manner that results in violations, deficiencies or infractions of applicable Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives issued by the Board, the Member Property may be placed on probation.
- 1100.2 Probation involving inspection deficiencies requires receipt of an inspection report or a Guest Rooms/Public Areas Condition Report made by a Best Western accredited assessor indicating the Property has scored below the minimum of 800 points. Written notice shall then be sent to the Member by certified mail with a copy of the inspection report, requiring correction of the deficiencies noted on the inspection report or a Guest Rooms/Public Areas Condition Report within a specified period.
- 1100.3 A Property, once placed into probationary status, will remain in that status until such time as a Guest Rooms/Public Areas Condition Report score equals or is greater than 800 points, until the reason for the probation has been cured or until cancellation of the Membership.
- 1100.4 When failure to maintain Property to Best Western standards results in probation, a fee established by the Board may be assessed to cover the cost of the field staff inspection.
- 1100.5 If a Member fails to pay dues or other fees or assessments (other than Annual Dues) within the time period provided for in the Bylaws, Rules and Regulations or orders or directives issued by the Board, and if such dues, fees or assessments remain unpaid for thirty (30) days after the date of written notice of delinquency is sent to the Member by Best Western Headquarters, or no other satisfactory arrangement has been made for liquidation of the indebtedness, the Board may cancel the Membership pursuant to Article II, Section 8(C) and (D) of the Bylaws and Chapter XII of these Rules and Regulations. This Section does not govern automatic termination of Membership for failure to pay Annual Dues by September 15, which is dealt with in Article II, Section 2(B)(2) of the Bylaws, and does not limit the Board's option to restrict services under Rule 1100.8.
- 1100.6 If a Member fails to conform to the obligations or meet the standards set forth in the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the

Board, the Board may cancel the Membership pursuant to Article II, Section 8 of the Bylaws and Chapter XII of the Rules and Regulations.

- 1100.7 If a Member Property is operated, managed or maintained in a manner that results in:
- A. Receipt of two (2) consecutive inspection scores or Guest Rooms/Public Areas Condition Report scores which are below 800 points;
 - or
 - B. Receipt of two (2) inspection scores or Guest Rooms/Public Areas Condition Report scores less than 800 points during any 18-month period;
 - or
 - C. Receipt of three (3) inspection scores or Guest Rooms/Public Areas Condition Report scores less than 800 points during any 24-month period;
 - or
 - D. Receipt of a single inspection score or Guest Rooms/Public Areas Condition Report score below 600 points;
- the Board may cancel the Membership pursuant to Article II, Section 8 of the Bylaws and Chapter XII, Paragraph 1200.2(E) of the Rules and Regulations.
- 1100.8 Where grounds exist for termination of Membership, the Board or its designee may, in addition to any other remedy, restrict any or all Membership services. During an administrative restriction, full fees continue to accrue.
- 1100.9 The Board shall establish a program automatically restricting Properties on the Best Western reservation system when their score below 600 points on a Guest Rooms/Public Areas Condition Report. The Property will remain restricted subject to the Property's status being determined by the Board.

Chapter XII

1200.0 Procedure for Cancellation of Membership

- 1200.1 A. Unless payment in full is received within the time specified or other satisfactory arrangements are made to liquidate the delinquent indebtedness contained in a notice sent to a Member pursuant to paragraph 1100.5 of Chapter XI of these Rules and Regulations, the President and Chief Executive Officer or his designee shall send to the Member by certified mail notice containing the following information:
1. Statements of amounts delinquent;
 2. Nature of charges;
 3. Citation of the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board upon which the nature, amount and delinquency of the charges are based; and
 4. Notification that the Board will consider the cancellation of the Membership and that a written demand

for a hearing to show cause why the Membership should not be cancelled shall be received by the President and Chief Executive Officer or his designee by certified mail within fifteen (15) days after mailing of this notification.

B. Failure to make timely written demand for a hearing shall be deemed consent by the Member to any action taken by the Board with respect to cancellation of the Membership.

C. If the Member makes timely written demand for a hearing, the provisions of paragraphs 1200.3 and 1200.5 of this chapter shall apply.

1200.2 A. If the President and Chief Executive Officer or his designee believes a Member is in violation of Article II, Section 8(A)(2) or 8(A)(3) of the Bylaws or paragraph 1100.6 of these Rules and Regulations, and the violation is such that a corrective period is allowed, he or his designee shall send written notice of such violation to the Member by certified mail, return receipt requested. The notice shall specify in detail the violations charged to exist and the facts believed to support the charged violations, and shall cite the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board charged to have been violated. For alleged violations of paragraph 1100.7, or violations for which no corrective period is allowed, compliance with this notice provision is not required.

B. The Board, by policy, may from time to time establish time periods during which the charged violations may be corrected to avoid further action. Any period for correction shall in no event exceed sixty (60) days from the date of notification provided for in rule 1200.2(A). If the alleged violations contained within the notice to the Member are subject to corrective period, said period shall be stated in the notice.

C. Within twenty-one (21) days after the mailing of the notification of violation, the Member shall make written answer to the charges, which shall be sent by certified mail to the President and Chief Executive Officer or his designee. The answer shall state specifically whether the charged violations will be corrected within the prescribed corrective period or whether the existence of the charged violations is challenged. If the charged violations have been corrected within the twenty-one (21) days, the answer shall so specifically state. Additionally, if corrective action may still be taken within the established corrective period, the Member shall notify Best Western when the charged violations have been corrected. Such notification shall be mailed no later than the last date of the corrective period.

D. If the President and Chief Executive Officer or his designee, upon receipt of Member's written answer, determines that

the violations originally charged do not exist, have been satisfactorily corrected, or will be corrected within the prescribed corrective period, no further action on the part of the Member or Best Western is required. In the event the Member does not correct the charged violations within the prescribed corrective period and notify Best Western in writing of such event, or if the charged violations have not been corrected to Best Western's satisfaction, then the President and Chief Executive Officer or his designee shall give notice to the Member by certified mail, return receipt requested, that grounds for cancellation exist. The notice shall contain:

1. Statement of the specific violation that has not been satisfactorily corrected;
2. Statement of the facts upon which the violation charged is based;
3. Citation of the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board charged to be violated; and

4. Notification that the Board will consider the cancellation of Membership and that any written demand for a hearing to show cause why the Membership should not be cancelled shall be received by the President and Chief Executive Officer or his designee by certified mail within fifteen (15) days, or such shorter period as may be set by the President and Chief Executive Officer or his designee by certified mail within fifteen (15) days, or such shorter period as may be set by the Board under Article II, Section 8(D) of the Bylaws, after mailing of this notification.

E. In the case of violation of Chapter XI, paragraph 1100.7, or in the case of a violation for which no corrective period is allowed, the President and Chief Executive Officer or his designee shall notify the Member, by certified mail, return receipt requested, that grounds exist for cancellation of the Membership which are not subject to corrective action. The notice shall contain the information required under subparagraph (D)(2), (3) and (4) of this section.

F. If the Member fails to make timely answer to the notification by the President and Chief Executive Officer or his designee provided for in paragraph (A) of this section, the President and Chief Executive Officer or his designee shall cause a written notice to be sent to the Member containing the items set out in subparagraphs (1), (2), (3) and (4) of paragraph (D) of this section. Failure to make timely written demand for a hearing shall be deemed consent by the Member to any action taken by the Board with respect to cancellation of the Membership.

1200.3 A. If a Member makes timely written demand for a hearing as provided in paragraph (C), Section 8, Article II of the Bylaws, a hearing

shall be held by the Board within sixty (60) days after receipt by the President and Chief Executive Officer or his designee of such demand. The President and Chief Executive Officer or his designee shall notify the Member in writing, by certified mail, return receipt requested, no fewer than fifteen (15) days before the hearing, that a hearing will be held, specifying the place, date and time for such hearing.

B. At the time of making written demand for a hearing by the Board, the Member may make written answer to the charged violations with the answer being sent to the President and Chief Executive Officer or his designee in the same manner as the demand for hearing, and which answer shall fairly meet the charges.

C. The Board may provide a lesser notice and opportunity to be heard prior to cancellation of a Membership as provided in Article II, Section 8(D) of the Bylaws.

1200.4 A. Upon failure of the Member to make written demand for a hearing, the Board may thereafter at any time cancel the Membership in accordance with paragraph (C) of Section 8, Article II of the Bylaws.

B. Failure by the Member to make timely demand for a hearing shall relieve the Board of entertaining any oral argument during the Board meeting, if any, dealing with the matter of the Member's cancellation. Such failure will not, however, permit the Board to dispense with the presentation of evidence or argument to support cancellation of Membership or relieve the Board of any obligation to consider:

1. Any written response received by the Board or by the President or Chief Executive Officer or his designee:
 - (a) not later than fifteen (15) days before said Board meeting; or
 - (b) before transmittal of the matter of the Member's cancellation to the Board members if consideration of the matter and vote thereon is by mail or;
2. Any correspondence or other written matter between the Association and the Member dated no later than thirty (30) days after the mailing of the notification by the President and Chief Executive Officer or his designee required under Article II, Section 8 of the Bylaws.

1200.5 In cases in which the Member has been granted a hearing pursuant to a timely written demand, the following rules shall apply:

A. Only persons having a direct interest in the cancellation proceeding shall be entitled to attend, although the Board, in its discretion, may permit such other persons to attend under such conditions as the Board may determine.

B. Any party to the cancellation proceeding may be represented by counsel, but if the Member intends to be so represented, the name, address and telephone number of his

counsel shall be provided to the President and Chief Executive Officer or his designee in writing no fewer than three (3) days before the scheduled hearing.

C. No fewer than three (3) days before the scheduled hearing, there shall be provided to the President and Chief Executive Officer or his designee by or on behalf of the Member, a written statement containing the following:

1. Names and addresses of witnesses, if any, the Member intends to call at the hearing;
2. Documentary evidence or exhibits, if any, to be introduced by the Member;
3. Any special requests;
4. Statement of issues to be presented to the Board as the Member may anticipate; and
5. Any offer of compromise.

D. At or before the hearing, the President and Chief Executive Officer or his designee will present to each member of the Board a written statement containing the following:

1. Name and address of the Member;
2. Name and address of the Member's Property;
3. Nature and character of the uncorrected violations charged as grounds for cancellation;
4. Detailed statement of facts upon which the charged violations are based;
5. Citation of the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board charged to be violated;
6. Listing of correspondence or other communications between the Association and the Member relating to the violations charged, with a copy of each attached;
7. Recommended action to be taken by the Board; and
8. Statement of all sums due and owing from the Member to the Association and all sums due and payable.

E. The order of proceeding during hearings shall be as determined by the Board, provided the Member has a full and fair opportunity to present relevant and material evidence in support of his position. The burden of proof of charged violations sufficient to justify cancellation of Membership and of compliance with the procedures required by the Bylaws and these Rules and Regulations shall be upon the Association.

F. The Board shall be the sole judge of the relevancy and materiality of proffered evidence; conformity to legal rules of evidence shall not be required. All evidence shall be taken in the presence of all of the parties, except any party who has been given notice of the hearing and who fails or refuses to

attend other than by reason of exclusion from the hearing by the Board, unless such exclusion is based upon gross and disruptive misconduct at the hearing. In the event a party is excluded for gross and disruptive misconduct, the Board shall make a specific finding of such misconduct before ordering the party's exclusion from the hearing. The Board may, in its sole discretion, receive and consider evidence by way of affidavit, written statement or letter or telephone call, but shall give such evidence only such weight as the Board deems appropriate.

G. Whenever the Board deems it necessary to view and inspect the Member Property, it shall advise the Member of its intention and of the date and time that the inspection shall take place. Whenever the Member requests that any inspection be made, the Board in its sole discretion may grant or deny the request; in the event the Board shall agree to make an inspection, the Member shall pay, in advance, all the expenses incurred by the Board members.

H. Any inspection made under this rule may be made by one or more members of the Board as directed by the Board. Any interested party may be present at such inspection.

I. A hearing on cancellation may be reopened at the sole discretion of the Board at any time before a final decision is rendered. A rehearing may be granted at the sole discretion of the Board and upon such terms and conditions as the Board may direct, provided that written petition for rehearing, specifying the grounds for the petition, shall be sent to the President and Chief Executive Officer or his designee by certified mail within fifteen (15) days of the date notice of the final decision of the Board is mailed to the Member.

Chapter XIII

1300.0 Procedure for Termination of Contingently-Approved Applicants

1300.1 Contingently-approved applicants are subject to termination of approval, as specified by rule 1300.2, for any violation of the Rules, Bylaws or Board policies which would constitute grounds for placing a Member on probation or grounds for terminating a Membership. By way of example, without limitation, a contingently-approved Applicant is subject to termination of approval, as specified by rule 1300.2, for

A. receipt of a single inspection score below 800 points;

B. receipt of customer complaints, during a single six-month monitoring period, in excess of the maximum number permitted by rule 500.43; and

C. failure to strictly and timely comply with each and every condition of approval. The Board may, as a condition of approval, impose stricter standards on contingently-approved Applicants.

1300.2 Where grounds for termination exist, the Board may summarily terminate approval of a contingently-approved Applicant or may impose additional or stricter conditions of approval. A contingently-approved Applicant shall have no right to probation, no right to hearing and no right to vote until full Membership has been granted.

Member-Approved Ballots

The following are Ballots that were approved by the Best Western Membership but are not part of the Articles of Incorporation, Bylaws or Rules and Regulations. These Member-approved ballots apply to every Member in that they are Regulatory Documents as defined by Article I of the Bylaws.

AAA/CAA Official Appointment

Approved February 2009 – Beginning April 1, 2009, Best Western will annually renew each Member’s American Automobile Association/Canadian Automobile Association (AAA/CAA) Official Appointment on behalf of the Member and add the cost to the Member’s Best Western monthly statement.

Approved December 2006 – To approve the requirement that each North American Best Western Property which has not received a BWI exemption, shall receive designations as (1) a AAA/CAA designated Diamond-rated property, and (2) a AAA/CAA Official Appointment property, by December 31, 2007. Each North American Property shall maintain these AAA/CAA designations in accordance with the Compliance Rules set forth in the Proposal Explanation, throughout the term of its Best Western Membership, unless notified by BWI’s President that the AAA/CAA designation(s) is not required.

NOTE: The Exemption Rules set forth in the Ballot’s Proposal Explanation are as follows:

Exemption from Compliance Rules:

Any Property which has received a statement in writing from AAA/CAA that it is not eligible for consideration as a AAA/CAA designated Diamond-rated hotel property may apply for, and upon submission of the AAA/CAA statement of ineligibility to BWI may receive, an exemption from the Compliance Rules described below (“Exemption”). By way of example, a Property which has received a statement from AAA/CAA that the Property is ineligible for consideration because it is a “Historic Property”, listed on the National Register of Historic Places, may apply to BWI for and may receive an exemption from the Compliance Rules. Exemptions will not be granted for any failure of a Property to obtain AAA/CAA approval by reason of a failure to maintain quality standards or the like.

NOTE: The Compliance Rules set forth in the Ballot’s Proposal Explanation are as follows:

Compliance Rules:

- All Properties which are designated as AAA/CAA designated Diamond-rated properties on December 31, 2006, shall be required to obtain OA designation by December 31, 2007.
- All Properties which are not designated as AAA/CAA designated Diamond-rated properties by or on December 31, 2006, and which have not received an Exemption, shall be required to obtain AAA/CAA Diamond-rated designation and OA designation by December 31, 2007.
- All Properties which are AAA/CAA designated Diamond-rated properties and are OA properties on December 31, 2007, shall be required to maintain a AAA/CAA designated Diamond-rated designation and OA designation throughout the

term of their Best Western Membership, unless the Voting Member for that Property receives a communication, signed by the President of BWI, stating that AAA/CAA Diamond-rated designation and/or OA designation is no longer a requirement of Membership for that Property.

Advertising Assessment

Approved November 2012 – The advertising assessment approved by the Membership in December 2010 shall be amended such that it does not have an expiration date.

Approved December 2010 – The advertising assessment approved by the Membership is as follows:

- a. Each Best Western Property shall be assessed \$11.00 (USD) per room per month, with an effective date of February 1, 2011 and continuing through December 31, 2014; and
- b. The Board of Directors shall have the authority to increase the advertising assessment once each fiscal year, with no such annual increase exceeding the greater of (1) two percent (2%) of the prior year’s assessment, or (2) the rate of inflation for the previous year as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas), effective December 1, 2011.

Sales and Marketing Assessment

Approved November 2017 – The sales and marketing assessment shall be:

Effective Date	Percentage of Gross Rooms Revenue (“GRR”)
January 1, 2018	.4 % of GRR
January 1, 2020	.5 % of GRR
January 1, 2022	.6 % of GRR

Marketing and Technology Assessment

Approved November 2018 – Effective December 1, 2018, there shall be the following technology and marketing assessment:

Effective Date	Percentage of Gross Rooms Revenue (“GRR”)
December 1, 2018	.33 % of GRR
December 1, 2019	.66 % of GRR
December 1, 2020 and thereafter	1.0 % of GRR

Best Western Distribution System

Approved November 2016 – Effective November 23, 2016, Best Western shall have visibility and equal access to guest room rates offered by Properties through any non-Best Western distribution channel such that those rates may be offered through Best Western channels.

Approved June 2016 – Effective June 15, 2016, Best Western Properties shall use Best Western electronic distribution systems as the exclusive method of offering rooms to intermediaries.

Best Western Rewards® Program

(Formerly Gold Crown Club International (“GCCII”))

Approved December 21, 2011 – Members shall award Best Western Rewards (“BWR”) program points, miles or partner rewards to a BWR participant for all rooms with qualified rates, up to a maximum of ten (10) rooms, when paid for by a BWR participant and when associated with the BWR participant’s stay at the Property.

Approved February 2009 - Effective April 1, 2009, a Free Night Award (FX Rate) program and reimbursement structure was adopted.

Approved November 2022 - Effective January 1, 2023, or as soon thereafter as is practicable and upon reasonable notice to the Membership, the Free Night Award (FX Rate) program and reimbursement structure changed as follows:

A. Free Night Award (“FX Rate”) reimbursement structure (inclusive of applicable taxes) for Properties is as follows:

- i. If the occupancy of the Property is 90% or greater when the FX room night is consumed, the Property will be reimbursed at 90% of the Property’s average daily rate (“ADR”).
- ii. If the occupancy of the Property is 70% or greater and less than 90% when the FX room night is consumed, the Property will be reimbursed at 70% of the Property’s ADR.
- iii. If the occupancy of the Property is less than 70% when the FX room night is consumed, the Property will be reimbursed at the greater of 40% of the Property’s ADR or US \$40.00.
- iv. US \$40.00 is the minimum FX redemption reimbursement regardless of occupancy.

B. Properties will provide at least 10% of total rooms (a minimum of three (3) rooms) and no more than 50% of total rooms for FX redemptions.

As adopted in 2009, no fees (including Travel Agent commission, Best Western Rewards (BWR) assessment, GDS fees and Lynx fees) will be charged on Free Night Award (FX Rate) reimbursement.

Best Western Rewards® (BWR®) Elite Member Property Recognition Program

Approved November 2012 and amended November 23, 2016 – Effective January 1, 2013, with amendments effective January 1, 2017, or as soon thereafter as practicable:

Best Western Properties shall provide minimum BWR recognition to BWR members in Gold, Platinum, Diamond, and Diamond Select categories (“Elite Members”) as follows:

- a. BWR Elite Members shall be provided the option to select either: (i) BWR bonus points; or (ii) a snack and beverage/hotel amenity for each hotel stay.
- b. The BWR Elite Recognition option of receiving BWR bonus points per stay shall be five hundred (500) BWR bonus points per stay.
- c. The snack and beverage BWR offering shall include at a minimum two (2) complimentary beverages and two (2) approved snack options in a BWR branded bag.
- d. If a hotel amenity is offered, it shall be of at least equal value to the snack and beverage offering.
- e. All properties will be required to display a BWR Elite Program display at the front desk, as designed by Best Western International, Inc. (“Best Western”).
- f. During check in, a Property representative shall thank the BWR Elite Member for their business and loyalty.

If a Property does not satisfy a minimum BWR Elite Member recognition requirement, the following shall occur:

When complaints are received at Best Western Headquarters with reference to a particular Property, if the complaint relates to BWR Elite Member recognition, Best Western Headquarters shall have the authority to resolve the matter upon the first contact, according to the following schedule:

Property Cost Per Complaint	Hotel Size 1 - 50 Rooms	Hotel Size 51 - 100 Rooms	Hotel Size 101 - 150 Rooms	Hotel Size 151 - 200 Rooms
Free	First 3 Complaints	First 4 Complaints	First 5 Complaints	First 6 Complaints
\$30 Each	Complaints 4 - 8	Complaints 5 - 10	Complaints 6 - 12	Complaints 7 - 14
\$60 Each	Complaints 9 - 12	Complaints 11 - 15	Complaints 13 - 18	Complaints 15 - 21
\$100 Each	Complaints 13 & over	Complaints 16 & over	Complaints 19 & over	Complaints 22 & over

In increments of 50 additional rooms over 200, Properties will receive one additional free complaint, one additional \$30 complaint, and one additional \$60 complaint. The number of complaints shall be measured in each Best Western fiscal year.

This program is separate and distinct from first contact resolution regarding accommodations and service as defined in Rules and Regulations 500.35.

The Best Western Board of Directors shall have the authority to amend the BWR Elite Program.

Best Western Rewards® Rates

Approved May 2017 - Effective May 24, 2017, each Property’s Best Western Rewards rates shall be at least USD and CAD \$5.00 (as applicable), lower than the lowest non-qualified promotional rates (e.g., Best Value) for the equivalent room type and stay

restrictions (e.g., advance purchase or length of stay) published on digital channels.

Approved November 2022 - Effective January 1, 2023, or as soon thereafter as is practicable and upon reasonable notice to the Membership, each Property's Best Western Rewards rates shall be:

- (i) The BWR Flexible Rate shall be at least 7% off RACK.
- (ii) AAA/CAA and AARP rates shall be at least 5% off RACK.
- (iii) Relative to RACK, the discount for the BWR Flexible Rate shall be at least 2% greater than the discount for AAA/CAA and AARP (e.g., if the AARP discount is 5% off RACK, then the BWR Flexible Rate discount shall be at least 7% off RACK).

In addition, the BWR Flexible Rate shall be equal to or less than any OTA loyalty program rate.

Pay for Points

Approved November 17, 2021 - Effective January 1, 2022, or as soon afterwards as is practicable and upon reasonable notice to the Membership, participation in Pay with Points (FX2) shall be required for all Best Western Properties on a non-Last Room Availability ("non-LRA") basis.

Booking.com Agreement

Approved May 2015 - Effective as soon as practicable upon the execution of a brand-level corporate lodging agreement ("Agreement") with Booking.com B.V. ("Booking.com"):

1. All Best Western branded hotels in North America (each a "Hotel"; collectively, "Hotels") shall conduct business with Booking.com, subject to the terms and conditions of the Agreement, unless a Hotel's contracted commercial term is more favorable to the Hotel, in which case the Hotel's more favorable contracted commercial term shall apply.
2. Hotels shall compensate Booking.com for bookings made by Booking.com customers on publicly available rates in an amount equal to fifteen percent (15%) of the net room revenue under the standard program and eighteen percent (18%) of the net room revenue under the preferred program. Payments will be made in the form of commissions, with commissions paid via the rules established for the BestCheque commission payment system (or its successor). Participation in the preferred program is by Booking.com's invitation only and is subject to Booking.com's preferred program requirements.
3. Hotels shall provide to Booking.com Last Room Availability ("LRA") access to Hotel inventory in the Best Western LYNX system and through the Best Western connection with Booking.com.
4. Hotels' connections to Booking.com shall be facilitated through the brand's connection (a transaction fee will apply).

5. A Hotel's publicly available rates and rate plans provided to Booking.com shall be equal to the Hotel's publicly available rates and rate plans made available through any Hotel, Best Western, or third-party booking or distribution channel, and shall be subject to contractual consequences for a violation (e.g., honoring the lower publicly available rate). This limitation does not apply to Best Western Rewards® rates, qualified rates through a partner membership program (e.g., AAA/CAA, AARP, etc.), or corporate negotiated rates.

Chain and Consortia Marketing Program

Approved November 27, 2013 - The Chain and Consortia Marketing Program is amended such that each Property shall pay to Best Western a cost recovery fee for each net room night reservation received under the Chain and Consortia Marketing Program (the "Fee"). For fiscal year 2014, the Fee shall be \$2.25 per net room night. The Board of Directors (the "Board") shall establish the Fee for each subsequent fiscal year based on a pass-through cost analysis. The Board-established Fee shall not exceed three percent (3%) of the previous fiscal year's Best Western reservations systems brand average daily rate. All other terms and conditions of the Chain and Consortia Marketing Program remain unchanged.

Approved December 2006 - All North American Properties shall participate in the Best Western Chain and Consortia Marketing Program, administered in accordance with the Chain and Consortia Marketing Program Terms and Conditions, and Compliance Rules.

NOTE: The Program Terms and Conditions set forth in the Ballot's Proposal are as follows:

Chain & Consortia Marketing Program Terms and Conditions:

- No Chain & Consortia Partner will be eligible to participate in the Program unless it has generated at least \$1 million dollars in net reservations value for the Properties during the previous year, as calculated based on the reservations value of net bookings received by the Properties through the Best Western LYNX central reservation system.
- For AMERICAN EXPRESS and CARLSON WAGONLIT TRAVEL, as Chain & Consortia Partners participating in the Program, the Properties shall pay a fee of USD \$1.00 for each net room night reservation received, commencing January 1, 2007. This fee shall replace any other participation fee(s) previously paid by the Properties or BWI for participation in the AMERICAN EXPRESS and CARLSON WAGONLIT TRAVEL programs.
- For other Chain & Consortia Partners participating in the Program, Properties shall pay a maximum fee of USD \$1.00 for each net room night reservation received from that Chain & Consortia Partner. This fee amount may be lower for certain Chain & Consortia Partners, but shall not be higher than USD \$1.00 for each net room night reservation received.

- BWI will always identify to the Membership, in advance, the participating Chain & Consortia Partners, as well as changes to, additions to, and/or removal of participating Chain & Consortia Partners.
- The fee of USD \$1.00 for each net room night reservation received shall be paid in addition to any other rate discount payable, or standard commission available, to the participating Chain & Consortia Partner.
- Properties shall not discriminate in receiving reservations generated by any Chain & Consortia Partner.
- Fees incurred shall be stated on each Property's monthly member statement, and shall be paid in accordance with applicable BWI Regulatory Documents (e.g. bylaws, articles, rules and regulations, etc.).
- Void where prohibited by law. BWI reserves the right to suspend or terminate part of or the entire Program at any time, at its sole discretion, upon written notice to the Properties, which notice shall be issued and signed by the President of BWI.

Comprehensive Approach to OTA Business to Save Members OTA Commissions

Approved May 2015 – Best Western shall institute a marketing program that gives Best Western the authority to enter into brand-level agreements (“Agreements”) with online travel agencies or distribution partners (collectively, “OTAs”), provided the following general terms and conditions are included in any such Agreement:

1. All Best Western branded hotels in North America (each a “Hotel”; collectively, “Hotels”) shall be subject to the terms and conditions of the Agreements unless the Hotel's contracted commercial terms are more favorable to the Hotel, in which case the Hotel's more favorable contracted commercial terms and conditions shall apply.
2. For non-package bookings, Hotels shall compensate OTAs in an amount not to exceed fifteen percent (15%) of the net revenue paid by OTA customers on all publicly available rates. (Hotels shall have the ability to increase commissions above the baseline amount at their discretion.) The commission shall apply to all publicly available rates, including promotional rates (e.g., Advance Purchase, MLOS, etc.), but shall not apply to Best Western Rewards® rates, qualified rates through a membership program, or corporate negotiated rates.
3. Payments shall be made in the form of a net rate (paid by a single use or virtual credit card) or commission (paid via the rules established for the BestCheque commission payment system or like payment system as determined by Best Western).
4. Hotels shall provide to OTAs Last Room Availability (“LRA”) access to Hotel inventory in

the Best Western LYNX system and through the Best Western connection with the OTA.

5. Hotels' connections to OTAs shall be facilitated through the brand's connections (a transaction fee will apply).

Enhanced General Manager Training Requirements

Approved November 2012 – Effective January 1, 2013, or as soon afterwards as is practicable and upon reasonable notice to the Membership:

All Best Western General Managers shall be required to satisfy all Best Western General Manager Professional Development (“GMPD”) Program requirements.

New General Managers, defined as the individual responsible for every day operations at the hotel, shall be required to complete an on-line examination and complete the appropriate level of GMPD training. The results of the on-line examination shall determine if the General Manager enrollee is required to participate in the Level 1 GMPD Training Program or the Level 2 GMPD Training Program.

The Level 1 GMPD Training Program shall require successful completion of:

1. A pre-requisite on-line course prior to attending the Best Western Level 1 GMPD Training Program;
2. A 5-day leadership training course; and
3. A 5-day orientation/operations course

The Level 2 GMPD Training Program shall require successful completion of a 5-day orientation/operations course.

If a General Manager enrollee is required to successfully complete the Level 1 GMPD Training Program, the 5-day orientation/operations course must be successfully completed within ninety (90) days of being hired as a General Manager, and the 5-day leadership training course must be successfully completed within six (6) months of being hired as a General Manager.

If a General Manager enrollee is required to successfully complete the Level 2 GMPD Training Program, the 5-day orientation/operations course must be successfully completed within ninety (90) days of being hired as a General Manager.

Hotels shall be responsible for the costs associated with General Managers attending each 5-day course on a cost-recovery basis.

Continuing Education

All Best Western General Managers shall earn a minimum of 2 professional development points per year and 8 professional development points over a 3-year period. Points may be earned as follows:

One point for:

- Attending a full-day General Manager Professional Development continuing education training program;
- Attending the Annual Best Western Convention;
- Attending a Best Western Education & Training or Best Western corporate staff led full-day training program; or

- Successfully completing a Best Western Education & Training certified online course curriculum, including approved partner online content (e.g., American Hotel & Lodging Association Educational Institute (“AH&LA EI”), eCornell, Mindleaders, etc.).

A full-day is considered 6 or more hours of training. One-half (½) point can be earned for programs between 3 and 6 hours in length.

The Board of Directors shall have the authority to approve additional courses for continuing education credits.

If a General Manager obtains an AH&LA EI CHA or CLM designation, or a similar designation as approved by the Board of Directors, during any three-year period after successfully completing the required GMPD course, the continuing education requirement for the then current three-year period will be considered fulfilled as long as the designation is maintained.

Expedia

Approved November 2014 – Effective as soon as practicable upon the execution of a brand-level corporate lodging agreement with Expedia, Inc. (“Expedia”):

1. All North American Best Western branded hotels (a “Hotel”; collectively, “Hotels”) shall conduct business with Expedia, subject to the terms and conditions of the agreement, unless a Hotel’s contract term(s) is more favorable to the Hotel, in which case the Hotel’s more favorable contract term(s) shall apply.
2. For non-package bookings, Hotels shall compensate Expedia an amount equal to fifteen percent (15%) of the net revenue paid by the Expedia customer on all publicly available rates, with payments made in the form of a net rate or commission, and with commissions paid via the rules established for the BestCheque commission payment system.
3. Hotels shall provide to Expedia Last Room Availability (“LRA”) access to Hotel inventory in the Best Western LYNX system and through the Best Western connection with Expedia.
4. Hotels’ connections to Expedia shall be facilitated through the brand’s switch connection.
5. Hotels’ publicly available rates and rate plans provided to Expedia shall be equal to the Hotels’ publicly available rates and rate plans made available through any Hotel, Best Western, or third-party booking or distribution channel, and shall be subject to a contractual penalty for a violation. This limitation does not apply to Best Western Rewards rates and partner membership programs (e.g., AAA/CAA, AARP, etc.).
6. Hotels shall be in the Expedia Traveler Preference program by which Expedia offers its customers the ability to choose whether to pay Expedia at the time of booking (Expedia Collect) or pay the hotel upon check-in (Hotel Collect):

a. Expedia Collect bookings will be processed using Single Use or Virtual Credit Card or other acceptable payment forms in the future.

b. Hotel Collect commissions will be processed by Best Western’s BestCheque program.

7. On an opt-out basis, Hotels shall establish and make available to Expedia a package and an opaque net rate plan, which shall be non-LRA. These net rates shall be provided to Expedia at a twenty-five percent (25%) discount.
8. Hotels shall be assessed an annual marketing investment fee of \$250 (for the brand to invest in Expedia Media Solutions).

Government Business Eligibility

Approved July 2014 – All Best Western Properties shall apply for all applicable government agency certifications such that they will be eligible for participation in federal government travel programs. Each Property will be responsible for ensuring that any certification number is updated in accordance with the terms of the applicable government program. Best Western will solicit all Properties for their preferences whether rates will be loaded as last room availability (“LRA”) or non-last room availability (“non-LRA”) in the applicable programs at the then-current, approved federal per diem rate. For those Properties that do not respond to the solicitation with a selection of LRA or non-LRA, the rates will be loaded as non-LRA so that the Property may open and close the rates as necessary. Commissions and other fees associated with each program will apply.

High-Speed Internet Access

Approved April 2006 – To require free high-speed Internet access (HSIA) at each North American Best Western Property by 11/30/06 (1) in each guest room (100%), and (2) in some public areas. All current HSIA standards, specifications and non-compliance procedures will continue to be in effect, as modified from time to time by the Best Western International, Inc. Board of Directors.

Approved January 2004 – To require high-speed Internet access (HSIA) at each North American Best Western Property by 9/01/04, and to require implementation of the Property terminal unit (PTU) replacement project at each North American Best Western Property for completion by 6/01/04. All guest room and some public area HSIA access must be free, and must be provided in at least 15% of the guest rooms and some public areas. The current specifications follow. Specifications may be modified from time to time by the Best Western International, Inc. Board of Directors.

NOTE: Contact Best Western International, Inc. for the current specifications.

Hotel Reservation Service Group Agreement

Approved May 2015 – Effective as soon as practicable upon the execution of a brand-level, global corporate

lodging agreement (“Agreement”) with Hotel Reservation Service Group (“HRS Group”):

1. All Best Western branded hotels in North America (each a “Hotel”; collectively, “Hotels”) shall conduct business with HRS Group, subject to the terms and conditions of the Agreement, unless a Hotel’s contracted commercial term is more favorable to the Hotel, in which case the Hotel’s more favorable contracted commercial term(s) shall apply.
2. Hotels shall compensate HRS Group an amount equal to twelve percent (12%) of the net room revenue on bookings made by HRS Group customers on all publicly available rates, with payments made in the form of commissions, and with commissions paid via the rules established for the BestCheque commission payment system (or its successor).
3. Hotels shall provide to HRS Group Last Room Availability (“LRA”) access to Hotel inventory in the Best Western LYNX system and through the Best Western connection with HRS Group.
4. Hotels’ connections to HRS Group shall be facilitated through the brand’s connection (a transaction fee will apply).
5. A Hotel’s publicly available rates and rate plans provided to HRS Group shall be equal to the Hotel’s publicly available rates and rate plans made available through any Hotel, Best Western, or third-party booking or distribution channel, and shall be subject to contractual consequences for a violation (e.g., honoring the lower publicly available rate). This limitation does not apply to Best Western Rewards® rates, qualified rates through a partner membership program (e.g., AAA/CAA, AARP, etc.), or corporate negotiated rates.
6. Hotels will have the option to join HRS Group’s corporate discount program, which is a program focused on unmanaged, small- and medium-sized enterprises.

Implement Google Business Photos to Optimize Search Results

Approved November 27, 2013 – Effective upon certification of the results by the Designated Accountant, with compliance required by December 31, 2014:

All Best Western Properties shall obtain 360-degree panoramic virtual tours with street-view technology through Google (“Google Business Photos”).

Photographs and virtual tours displayed on bestwestern.com must be consistent with Google Business Photos displayed on Google Assets.

Industry-Wide Research and Benchmarking Studies

Approved June 2016 – Effective June 15, 2016, Best Western shall have the authority to provide Property reservation data (redacted such that it does not provide personally identifiable information or payment information (e.g., credit card information), to industry

advocacy organizations (e.g., the American Hotel & Lodging Association (“AH&LA”) and the Hotel Association of Canada (“HAC”)) such that they may gather and analyze relevant data for the purpose of lobbying on behalf of the hotel industry and providing benchmarking results to Best Western and its branded hotels.

Loading as Open Non-LRA Rate Plans without Participation Fees

Approved July 2014 – All rate plans that are non-last-room available (“non-LRA”) and that do not require an up-front participation fee shall be loaded as open in each Property’s property management system and in Best Western’s reservations systems. Properties shall have the ability to open and close these rate plans as they deem appropriate consistent with Best Western’s inventory management programs. When applicable, rates shall be loaded annually, and Properties shall be notified in advance of the loading activity so they can effectively manage their rates and inventory.

Performance-Based Advertising Initiative

Approved November 2012 – Effective February 1, 2013, or as soon afterwards as is practicable and upon reasonable notice to the Membership:

With regard to “Digital Opportunities” only, each Best Western Property shall pay a ten percent (10%) commission on each consumed stay. “Digital Opportunities” shall include: Google Hotel Price Ads, Paid Search (e.g., sponsored advertisements on search engines such as Google, Bing, Yahoo, etc.), TripAdvisor Check Rates, TripAdvisor Business Listings Program, and future digital marketing channels and opportunities. This commission shall only apply to commissionable rates booked directly through a Digital Opportunity.

Photographs and Virtual Tour Requirements

Approved June 29, 2011 – All Best Western Properties shall display and maintain professional-quality photographs of their Properties on bestwestern.com that are less than three (3) years of age such that they properly reflect the Property’s condition and amenities being offered. Virtual tours displayed on bestwestern.com must be consistent with the photographs. The effective date shall be February 1, 2012.

Rate Levels System Enhancement

Approved June 29, 2011 – The Rate Level System Enhancement as set forth in the Ballot Proposal (as set out below), with an effective date of December 1, 2011, or as soon afterward as the technology implementation is achievable; and authorization for the Board of Directors to approve future improvements to rate levels.

1. All LYNX rate plans will be organized into Rate Levels. Each rate plan will be linked to one Rate Level and that Rate Level will determine whether the rate plan is available or not.
2. The first Rate Level will represent BAR. All standard LYNX rate plans with Last Room Availability (“LRA”) will be linked to BAR. The

BAR Rate Level will have both individual room type and total room counters which can be adjusted by the Property. The BAR Rate Level will have the full range of status conditions currently supported for rate plans, which can be adjusted by the Property. Members may choose to link other rate plans with BAR at their discretion.

3. There will be 7 additional Rate Levels. Each Rate Level will have both individual room type and total room counters which can be adjusted by the Property. Each Rate Level will have the full range of status conditions currently supported for rate plans, which can be adjusted by the Property. The Member may use any number of Rate Levels beyond BAR up to 7 additional levels for a total of 8. The Member can name each Rate Level and determine which rate plans are linked to which Rate Level.
4. Once Rate Levels are implemented for a Property, the Property will no longer be able to manipulate availability for an individual rate plan in LYNX; rather, the Property will manipulate availability for a Rate Level.
5. Members will be able to change the Rate Level link for any rate plan except those LRA plans automatically linked to BAR.
6. Members will continue to manage blackout dates, for those LRA plans which permit blackout dates, as they do today.
7. The FX plan, and other minimum allocation plans, will be linked to BAR. However, Members will continue to manage minimum allocation as they do today.
8. The Property will continue to manage rates as they do today. The implementation of Rate Levels will not impact how rates for rate plans are managed. Both static rate plans and percentage-off plans can and will be linked by the Member to a Rate Level.
9. The Property will be provided an ability to view and adjust availability for Rate Levels through Member Web as part of the Rate Level implementation.
10. The Property will be provided an ability to view and adjust availability for Rate Levels through their Two-Way PMS on or after the date of implementation, as soon as is practicable, depending on the development and upgrade schedule for each PMS vendor. Rate Levels will not otherwise alter the functionality of the individual Two-Way PMS.
11. Members will be provided the ability to: name their Rate Levels; change Rate Level names; associate rate plans with Rate Levels; and change those associations. This may initially be provided manually through EDS but ultimately will be provided through Member Web or a similar electronic solution.

Rate Program - AAA/CAA and AARP Rates

Approved November 2022 - Effective January 1, 2023, or as soon thereafter as is practicable and upon reasonable notice to the Membership, each Property's AAA/CAA and AARP rates shall be at least 5% off RACK.

Rate Program - Low Rate, Guaranteed!

Approved December 21, 2011 - Effective February 1, 2012, or as soon afterward as is practicable, the "Low Rate, Guaranteed! Program" consumer guarantee shall be amended as follows:

The Best Western Low Rate, Guaranteed! Program guarantees that consumers will always find the lowest rate published on the internet on bestwestern.com. If a consumer finds a lower rate, excluding taxes and fees, on another distribution channel with the same criteria per the terms, conditions, and claim processing requirements of the Program as set forth in the Proposal (as amended from time to time by the Board of Directors), the Property shall match the lower rate at the Property's cost, and the consumer will be given a \$100 Best Western Travel Card.

In each fiscal year, the offending Property will be charged for the Best Western Travel Cards issued in conjunction with the Low Rate Guarantee as follows:

1. Will not be charged for the first three Best Western Travel Cards.
2. Will be charged \$75 for each of the next five Best Western Travel Cards.
3. Will be charged \$100 for all subsequent Best Western Travel Cards.

Properties that participate in Best Western's Property Revenue Management Program are exempt from financial responsibility for Best Western Travel Cards issued under this Program.

The Board of Directors may terminate the Program at any time without prior notice in its sole discretion.

Rate Program - Mandatory BBN Corporate Rate

Approved August 2007 - To approve the requirement that under the Best Western Best Available Rate (BAR) strategy with the objective to increase corporate business, the Best Business Net (BBN) rate be established as a non-commissionable mandatory participation rate, with last room availability and limited black-out dates (15 nights annually), equal to 90% of the Best Business Worldwide (BBW) rate under the BAR strategy.

Rate Program - Mandatory Dynamic Net Tour Rate

Approved August 2007 - To approve the requirement that under the Best Western Best Available Rate strategy (BAR) with the objective to increase leisure travel business, each Best Western Property shall participate in the Dynamic Net Tour rate program, and shall offer the Dynamic Net Tour rate as a leisure

non-commissionable net tour operator rate equal to 90% of the Property's BBW rate under bar, without last room availability.

Rate Program – Net Rate Program Simplification

Approved July 2009 – To approve that the Best Western Net Rate Program be loaded into the reservation system in “open status” with a minimum discount of 20% off BAR (Best Available Rate). Hotels can, at any time, increase, decrease, or close out Net Rate Program room allocation.

Requests for Proposals

Approved November 2012 – Effective January 1, 2013, or as soon afterwards as is practicable and upon reasonable notice to the Membership:

Best Western Properties shall provide information and business rules to Best Western on an annual basis for purposes of Best Western responding to Requests for Proposals on behalf of Best Western Properties.

In the event a Best Western Property does not respond to a Request for Proposal by the due date noted on the solicitation, Best Western shall be authorized to respond to the Request for Proposal on behalf of the Best Western Property consistent with the information and business rules established by the Best Western Property on an annual basis.

In the event a Best Western Property does not provide information and business rules for responding to Requests for Proposals on an annual basis, Best Western shall respond to Requests for Proposals on behalf of the Property at a rate of twenty percent (20%) off of average Best Available Rate (“BAR”) by season.

Required Rapid Response Visits for Low Scoring Properties

Approved June 29, 2011 – Effective December 1, 2011, each Best Western Property that scores less than 840 points on two Guest Room Public Area (“GRPA”) assessments over a trailing 24-month period will be required to receive a Rapid Response visit. The Rapid Response visit will be conducted as soon as practicable following the second assessment that results in a GRPA score less than 840, and must be completed within 30 days after the GRPA assessment. The Property that receives the Rapid Response visit will pay a cost recovery fee for the visit, currently \$1,900, but which may be adjusted by the Board of Directors to account for actual costs. A Rapid Response visit under this program will restart the 24-month period.

Sales Champion Designation and Certification Training

Approved December 21, 2011 – All Best Western branded hotels shall designate an employee as its Sales Champion by February 29, 2012. The designated Sales Champion shall be an individual who is responsible for sales operations at the hotel

and shall be the contact person for Worldwide Sales. Sales Champions must successfully complete Sales Champion training within ninety (90) days of being designated and annually thereafter (prior to the one-year anniversary of the date of the certification). If at any time a Sales Champion terminates his or her employment with the hotel or is replaced for any reason, the hotel must designate a new Sales Champion within thirty (30) days of the event requiring a new designation. Sales Champion training and certification shall be at no cost to the Property.

Smith Travel Research

Approved February 9, 2011 – Effective April 1, 2011, all Best Western North American Properties shall participate in Smith Travel Research reporting, enabling them to optimize their revenue.

Approved February 9, 2011 – Effective April 1, 2011, or as soon afterward as is practically achievable, Best Western International, Inc. will program a computer system to electronically submit performance data to Smith Travel Research (“STR”) on behalf of STR-participating properties. The computer program will automatically aggregate property performance results from the Two-Way interface for the reporting period, and submit those results to STR. This system will eliminate the need for manual reporting at the property level.

Technology Assessment

Approved July 2015 – Effective August 1, 2015, each Best Western Property shall pay a technology assessment of four-tenths of one percent (0.4%) of Property Room Revenue. Effective January 1, 2018, each Best Western Property shall pay a technology assessment of five-tenths of one percent (0.5%) of Property Room Revenue.

TripAdvisor Reviews on bestwestern.com

Approved June 29, 2011 – Best Western International, Inc. may post TripAdvisor ratings and the five most recent reviews (with the ability to link to additional reviews) for all Properties on bestwestern.com as long as business terms of an agreement with TripAdvisor are agreeable to the Best Western International, Inc. Board of Directors. The effective date shall be February 1, 2012, or as soon afterward as is practically achievable.

Two-Way Interface

Approved August 2006 – To approve the PMS to CRS Two-Way Interface Proposal requiring property management systems with a two-way interface that has been endorsed by Best Western International, Inc. at each North American Best Western Property by December 31, 2009, and the Data Rules of Use, Compliance Rules, and other provisions of the Proposal Explanation.

Data Rules of Use:

BWI shall use all specific Property and Members' guests' data obtained from the Property's PMS (“Data”) in accordance with the Data Rules of Use detailed below. These Data Rules of Use shall not limit

the use of any data (including Data) independently acquired by BWI or acquired from any other source.

1. BWI and Members shall be responsible to comply with all applicable laws regarding the collection, use, transfer, storage, and security of Data, including but not limited to all applicable data privacy laws and requirements.
2. BWI shall maintain and use all Data in accordance with its privacy policy, published at <http://www.bestwestern.com>, as amended from time to time by BWI, and applicable data privacy laws and requirements.
3. Data acquired through any PMS will not be used by the BWI membership development department for the purposes of new member acquisition development.
4. No Data will be used by BWI to perform Property-specific financial analysis for the purpose of a Member's fees or dues calculation, validation or verification.
5. Data will be stored in BWI's data center, located in Phoenix, Arizona, or a third party data facility as contracted for by BWI, and will be secured via information security processes, including but not limited to the use of firewalls, networks, servers, and database security mechanisms intended to best safeguard the Data. BWI shall be responsible to safeguard the Data regardless of where or by whom stored.
6. Property specific or guest specific Data will not be sold or rented to third parties, or transferred to Smith Travel Research, without the approval of the specific Member from whose Property the respective Data has been obtained. These restrictions shall not apply to aggregated Data.

Fees:

Until November 30, 2015:

Best Western will charge the Member Property an ongoing technical support fee to recover the cost of providing ongoing, support to Two-Way PMS vendors and Members. This ongoing support includes:

- necessary re-certification of vendors when software changes are made;
- trouble-shooting vendor software in support of Member-reported-issues;
- coordinating with Members and vendors for software updates, fixes, and problem resolution;
- and proactively monitoring Member Property performance using the Two-Way interface.

The technical support fee will not exceed \$65 per month.

As of December 1, 2015:

The Two-Way Monthly Support Fee shall include a Hotel Support Fee and a Certification Fee.

1. *Hotel Support Fee.* Effective December 1, 2015, the monthly Hotel Support Fee shall be thirty-eight dollars (\$38) regardless of the Property Management System ("PMS") product used by the Property. The Board of Directors

shall have the authority to increase the Hotel Support Fee once each fiscal year, with no such annual increase exceeding the greater of (a) two percent (2%) of the prior year's Hotel Support Fee, or (b) the rate of inflation for the previous year as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).

2. *Certification Fee.* The Certification Fee shall be calculated as the annual total cost for ongoing certification, divided by the number of endorsed PMS products, distributed evenly among the Properties that make up the install base for each PMS product as of April 1 and October 1 for the following 6-month billing period. The lowest Certification Fee shall be one dollar (\$1) per month, regardless of the number of installations of each PMS product. The annual total cost for ongoing certification per PMS product shall be fifty-three thousand dollars (\$53,000). The Certification Fee shall be recalculated semi-annually and billed in June and December, on a cost-recovery basis and shall be approved by the Board of Directors. The following chart details the manner in which the Certification Fee and the Hotel Support Fee shall be calculated:

PMS Install Base (Total Number of Properties)	Hotel Support Fee	Certification Fee *	Total Monthly Fee per Property
10	\$38	\$442	\$480
30	\$38	\$147	\$185
50	\$38	\$88	\$126
75	\$38	\$59	\$97
100	\$38	\$44	\$82
150	\$38	\$29	\$67
200	\$38	\$22	\$60
250	\$38	\$18	\$56
275	\$38	\$16	\$54
300	\$38	\$15	\$53
400	\$38	\$11	\$49
500	\$38	\$9	\$47
750	\$38	\$6	\$44
1,000	\$38	\$4	\$42
1,500	\$38	\$3	\$41
> or = 2,945	\$38	\$1	\$39

* Based on annual certification testing of \$53,000 per PMS product, per year.

Best Western will charge the Member Property a one-time installation fee to recover the Best Western resource costs necessary to effect the implementation of Two-Way. This one-time installation fee is \$1,500.

Compliance Rules:

- All Properties are required to install and maintain a Property Management System that is certified with the Best Western Two-Way Interface and endorsed by Best Western by December 31, 2009. Any Property not installing a PMS will be deemed not in compliance.
- Any non-complying Property will be restricted on the Best Western reservation system and required to comply within 90 days of restriction. Continued or reoccurring non-compliance of this requirement once the Property has been restricted for non-compliance will result in review by the Board for possible cancellation of the Best Western Membership.
- The December 31, 2009 compliance date in this Proposal applies to Members whose Best Western Membership was approved on or before May 31, 2005; unless the compliance date is changed due to their becoming a reaffiliated Member following a change of 50% or more in a Property's ownership where the Best Western Property does not qualify for an automatic transfer "reaffiliation," or due to a requirement of a conditional extension that has been granted as part of the hearing process or Board evaluation because of past due Membership conditions.

Best Western International, Inc. Descriptor Program

Approved April 2010 and Amended December 2011 -

The Descriptor Program is a marketing strategy that includes the use of different names to communicate to guests the types of hotel products and amenities to expect at Best Western Properties (the "Descriptor Program"). Having been approved by the Membership, Best Western Properties will qualify for, be assigned and use one of three descriptors: "Best Western", "Best Western PLUS" or "Best Western PREMIER". Each descriptor has Member approved Design Guidelines and Brand Standards. The Descriptor Program will have no effect on membership fees, dues or Best Western's one class of voting membership.

As approved, the Descriptor Program operates as follows:

1. Best Western Properties will use one of three descriptors: "Best Western", "Best Western PLUS" or "Best Western PREMIER".
2. Best Western's current design requirements remain the fundamental requirements for all Properties. Design Guidelines for each descriptor are established as referenced in Exhibits A-1, A-2 and A-3 (the "Design Guidelines"). The Brand Standards for each descriptor are established as referenced in Exhibit B (the "Brand Standards").
3. Best Western Properties are required to meet the Descriptor Program's Design Guidelines by February 1, 2014, or earlier if required by a Property Improvement Plan ("PIP") deadline.
4. Best Western PLUS Properties are required to meet the Descriptor Program's Design Guidelines within three years of activation on the reservation system as Best Western PLUS (e.g., if activated on February 1, 2011, the deadline is February 1, 2014), or earlier if required by a PIP deadline.
5. Best Western PREMIER properties shall comply with the Design Guidelines at all times.
6. AAA/CAA ratings no longer apply to the Descriptor Program (i.e., the assignment of descriptors).
7. Any Property may apply for the "Best Western PLUS" or "Best Western PREMIER" descriptor at any time by requesting a design review and by meeting the requirements of the respective Design Guidelines and Brand Standards.
8. Every Best Western Property must maintain at least a AAA/CAA 2-Diamond rating. If a Property falls below a AAA/CAA 2-Diamond rating, or fails a AAA/CAA inspection, that Property must request a design review and complete any resulting PIP within six (6) months.
9. Properties that request a design review will be required to pay a cost-recovery fee for the design review, which is currently estimated to be \$1,900 and may increase in the future as costs rise. Such Properties will be inspected using the Design Guidelines for the requested descriptor. If the Property complies with the applicable Design Guidelines, the Property will be assigned the appropriate descriptor. Otherwise, the Property will receive a PIP. If the Property completes the PIP within one (1) year, as determined by a subsequent design review, the Property will be assigned the applicable descriptor.
10. Any Property may appeal a Descriptor Program PIP to the Best Western Board of Directors (the "Board"). A waiver may be granted only by an affirmative vote of five (5) Board Directors. An extension may be granted only by an affirmative vote of five (5) Board Directors, and for a period of no more than six (6) months; however, extensions up to two (2) years may be granted if the Property has and maintains a Medallia/ GSS Overall Satisfaction score in the top 25% of all Best Western branded hotels, based on a twelve (12) month rolling average (electronic surveys only).
11. A Property must comply with the applicable Brand Standards prior to representing itself to the public as a "Best Western PLUS" or "Best Western PREMIER" Property.
12. Any Property receiving the "Best Western PLUS" or "Best Western PREMIER" descriptor will use signs and collateral material within specified timeframes as referenced in Exhibit C.
13. A "Best Western PREMIER" descriptor will last for five (5) years. At least six (6) months prior to the end of the 5-year term, each "Best Western PREMIER" Property must request a design

review and complete a PIP (if the design review results in a PIP) within six (6) months, to renew the descriptor for another 5-year term.

14. The Design Guidelines and Brand Standards are “Regulatory Documents” as that term is defined in Best Western’s Bylaws. Future changes to Design Guidelines and Brand Standards shall be presented to Members for approval through ballots in accordance with Section 500.21 of Best Western’s Rules and Regulations.

Plus Brand Standards

Approved November 17, 2021 – Effective upon certification of the vote by the Designated Accountant, the following standards shall apply to Best Western Plus Properties:

Due by December 31, 2022
24-hour specialty coffee machine in the Lobby/ Breakfast Area
In-room K-Cup or Keurig coffee maker
Water dispenser enabling guests to fill their water bottle in public area
Pillow top mattress or memory foam topper
Lobby music
Due by December 31, 2023
Pavers or stamped concrete under porte cochere
Power or USB outlet at every seat for community table (minimum 4)
5 pieces of cardio equipment (minimum 1 Peloton ^{Fn 2})
Due by December 31, 2024
Minimum Television Size (Measured Diagonally)
Lobby and Breakfast Area: 50” Television(s)
Fitness Area: 50” Television(s)
Guestrooms: 50” Television(s) with Streaming/ Casting Capability ^{Fn 1}
Television Grade: All televisions shall be commercial grade
Due Based on Design Visit PIP
Outdoor pool enhanced landscaping and lighting
Sundry shop in lobby
Fitness room minimum 450 square feet
Guestroom desk or mobile work surface with upgraded desk
Guestroom mounted lighted mirror above vanity (36” - 48”)
Signature backdrop

^{Fn1} Guest room televisions shall support streaming and popular applications (e.g., Netflix, Hulu, Amazon, Apple, Disney) via guest personal device (e.g., iPad) and the television.

^{Fn 2} The requirement regarding the “Peloton” brand may be modified by the Board of Directors to a like product based on relevant factors (e.g., pricing, availability, technology, and adoption).

Revenue Management Requirement

Effective January 1, 2022, and as soon as practical through implementation, all Best Western Plus hotels shall use the Best Western Property Revenue Management (“PRM”) program and pay a cost-recovery fee as established by the Board of Directors (the “Board”) (e.g., currently \$995 per month for a hotel with 120 rooms or less, and \$1,195 per month for a hotel with 121 to 200 rooms). PRM program waivers may be granted based upon business rules established by the Board.

EXHIBIT J-3 TO FDD
2023 MEMBERSHIP FEES



2023
New Membership Fees

New Membership Fees Effective December 1, 2022 (in U.S. Dollars)

All Fees, Dues, Charges and Assessments

- A. U.S. Membership: Billed and paid in U.S. dollars.
- B. Canadian Membership: Billed in Canadian dollars based on the monthly exchange rate and paid in Canadian or U.S. dollars.

Entrance Fee (One-time fee to accompany application)

Single brand:

- A. Affiliation Fee: Minimum \$45,000 (50 rooms or less), plus \$200 for each additional room up to a maximum of 1,000 rooms, plus
- B. Evaluation Fee: \$4,000.

Dual brands:

- A. Affiliation Fee: Minimum \$90,000 (100 rooms or less), plus \$900 for each additional room, plus
- B. Evaluation Fee: \$4,000.

Annual Dues

Annual Dues are nonrefundable and are charged for each fiscal year. For applications accepted during the year, Annual Dues are prorated from the date the property is activated on the Best Western reservation system.

Annual Dues are \$2,085 for 20 rooms plus: \$70.11 per room for 21 to 50 rooms; \$27.26 per room for 51 to 400 rooms; and \$2.73 per room for rooms over 401.

Monthly Fees

The Monthly Fee is a percentage of Property Room Revenue (PRR), as set forth in the Best Western Property owner's Membership Agreement. Monthly Fees based are billed one (1) month in arrears, payable by the 15th of each month.

Advertising Assessment

Effective December 1, 2022, the advertising assessment is \$14.57 per room per month. The Board of Directors has the authority to increase the advertising assessment once each fiscal year, with no such annual increase exceeding the greater of (1) two percent (2%) of the prior year's assessment, or (2) the rate of inflation for the previous year as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).

Sales and Marketing Assessment

The sales and marketing assessment is sixth-tenths of one percent (0.6%) of PRR. This assessment is billed one month in arrears.

Technology Assessment

The technology assessment is five-tenths of one percent (0.5%) of PRR, billed one month in arrears.

Technology and Marketing Assessment

The technology and marketing assessment is one percent (1.0%) of PRR. This assessment is billed one month in arrears.

Cancellation or Termination

As further defined in Best Western Bylaws Article II, and as set forth in the applicable Membership Agreement, Members and Members with Conditions that resign or are cancelled/terminated shall pay to Best Western:

A. For applications approved by the Board prior to January 1, 2018, (i) all fees, dues and charges for the remainder of the applicable term; and (ii) the cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received. Additionally, an Extended-Length Member that received a Development Incentive shall pay to Best Western a pro-rata amount of the Development Incentive based upon the length of time remaining in the Extended-Length Term.

B. For applications approved by the Board after January 1, 2018, (i) all fees, dues, and charges as detailed in the Membership Agreement; and (ii) the cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received. Additionally, an Extended-Length Member that received a Development Incentive shall pay to Best Western a pro-rata amount of the Development Incentive based upon the length of time remaining in the Extended-Length Term.

A contingently-approved Applicant that withdraws its application or is cancelled/terminated shall pay to Best Western: (i) \$4,000 per room as described in the Applicant's Terms of Approval Letter, and (ii) the cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received.

System-Wide Membership Fees

The following tables provide a brief explanation of various fees, charges and credits. Since these tables are not all-inclusive, please refer to Best Western's Regulatory Documents for any additional fees, dues, charges or assessments.

Distribution Services			
Type of Fee	Amount (in USD)	Due Date	Remarks
Global Distribution Systems ("GDS") Fee	\$7.90 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through GDS and GDS internet travel sites.
Third-Party Internet Booking Fee	\$4.60 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through third-party internet booking sites via Onyx, HBSi, etc.
DerbySoft Booking Fee	\$2.00 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through DerbySoft.
Performance Based Marketing ("PBM")	10% of PRR for each reservation received from a digital opportunity.	Due and payable monthly upon statement receipt.	Commission charge for reservations which result from digital opportunity.
Member Web Booking Commissions	10% of PRR for reservations from North American (N.A.) hotels. 5% of PRR for reservations from international hotels.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Commission charge for reservations the Property receives from N.A. Best Western hotels and/or international hotels.
	10% of PRR for reservations to N.A. hotels. 5% of PRR for reservations to international hotels.	Credited one month in arrears.	Commission credit for reservations the Property sends to N.A. Best Western hotels and/or international hotels.
Travel Agent Commissions	Varies by travel agent and agreement.	Case by case basis. Due and payable monthly upon statement receipt.	Payable as a pass-through commission charge for travel agent reservations.
Best Western Rewards® ("BWR®") Fee	\$0.0055 per BWR point issued.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for BWR points or airline program miles issued by the Property to BWR members (10 points issued for each revenue dollar).
BWR Enrollment Fee Rebate	5.5% of PRR for newly enrolled BWR members with valid email address, up to 5 nights stay, maximum \$500; 2.75% of PRR for newly enrolled BWR member without valid email address, up to 5 nights stay, maximum \$500.	Credited monthly.	Rebate of BWR fee imposed when you enroll a new BWR member.
Free Night Vouchers	Effective for BWR free night voucher redemptions on or after January 26, 2023, if the occupancy of the Property is: 90% or greater, a credit of 90% of the Property's Average Daily Rate ("ADR"); 70% or greater but less than 90%, a credit of 70% of the Property's ADR; Less than 70%, a credit of \$40 or 40% of the Property's ADR - whichever is greater.	Credited one month in arrears.	Credit for BWR free night voucher redeemed at the Property.

System-Wide Membership Fees

Distribution Services			
Type of Fee	Amount (in USD)	Due Date	Remarks
Pay with Points	<p>The credit portion for BWR® points redeemed: If 95% occupied or higher, a credit equal to the number of points times \$0.005 times 90%. If less than 95% occupied, a credit equal to the number of points times \$0.005 times 40%.</p> <p>The cash paid (non-points) portion of Pay with Points is collected and retained by the Hotel from the BWR® member guest.</p>	Credited two months in arrears.	Credit for BWR® points redeemed by BWR® member for a Pay with Points stay.
Best Western Travel Card	Amount of travel card redeemed less 10% commission.	Credited monthly.	Credit for travel cards redeemed at the Property.
	Amount of travel card sold or reloaded is charged; related 10% commission is credited.	Due and payable monthly upon statement receipt.	Charge for travel cards sold or reloaded at the Property. Related commission is credit to the Property.
Cooperative (Co-op) Membership Fee	Fee per room per month varies based on Co-op.	Due and payable monthly upon statement receipt.	Fee for regional Best Western Member Co-op marketing efforts. Subject to amendment by Co-op members. Co-op fees are established by majority vote of the hotels that are in a Co-op (which is not a Best Western International entity). Co-op fees are billed monthly, and have a fixed fee component of approximately \$100 per month and a variable fee component calculated per hotel of approximately \$1.50 per guest room, with many Co-ops having a variable fee component cap of 150 rooms. If a hotel is currently a participant in a Co-op, please refer to the fees currently charged by a Co-op.
BestCheque	\$0.71 per commissionable transaction.	Due and payable monthly upon statement receipt.	Fee for administering the centralized travel agent commissions program.
BestCheque Consortia Marketing Program	\$3.00 per net room night reservation booked.	Due and payable monthly upon statement receipt.	Per booking fee for reservations received from Consortia partners.
Commission Junction	10% of PRR for each reservation associated with a banner ad.	Due and payable monthly upon statement receipt.	Commission charge for reservations which result from a banner ad placed on a publisher's network.
AAA/CAA Official Appointment Fee	Annual fee ranging from \$440 to \$1,492.	Due and payable upon statement receipt.	Annual fee for licensing rights to the AAA or CAA logo for use on promotional materials, websites and signage.
Central Bill Revenue	Central Bill reservation revenue credited monthly to your account.	Credited one month in arrears.	Credit for reservations revenue booked by tour operators and corporate accounts through the Central Bill program.

System-Wide Membership Fees

Distribution Services			
Type of Fee	Amount (in USD)	Due Date	Remarks
Hotel Managed Security Service ("HMSS")	One-time fee for installation of HMSS ranging from \$2,100 to \$3,500 and a monthly maintenance fee of \$130 per month upon installation of HMSS.	Due and payable monthly upon statement receipt.	One-time installation fee and monthly maintenance fee for HMSS, an internet based solution through a Best Western endorsed vendor for sending and receiving reservations. The HMSS provides hotels with secure communications to our data centers and increased security between hotels and approved Property Management System ("PMS") providers.
BWI Two-Way Interface Maintenance Fee	One-time fee for installation of Two-Way System of \$1,500 and a monthly maintenance fee ranging from \$41 to \$4,455 per month depending on the number of hotels that utilize your particular PMS.	Due and payable monthly upon statement receipt.	One-time installation fee and monthly maintenance fee for technical support of Two-Way system.
High-Speed Internet Access ("HSIA") Advocacy Program	\$2,100 one-time program participation fee.	Due and payable upon statement receipt.	Fee for hotels to participate in the Advocacy Program to improve HSIA guest satisfaction scores ("GSS") through system improvements. Required: If GSS scores are below the threshold. Optional: If GSS scores are above the threshold.

Other Fees			
Type of Fee	Amount (in USD)	Due Date	Remarks
Tools For Success	\$28.42 per month.	Due and payable monthly upon statement receipt.	Fee for online and other education and training resources provided to the Property.
Online Housekeeping Supervisory Training	Cost recovery fee billed annually.	Due and payable upon statement receipt.	Fee for online housekeeping supervisory training and certification program.
Online Front Desk Training	Cost recovery fee billed annually.	Due and payable upon statement receipt.	Fee for online front desk training program.
Revenue Management Training	\$4,000 fee billed in six equal monthly installments beginning on the first month of service.	Due and payable monthly upon statement receipt.	Fee charged to new hotels, reaffiliations and auto-transfer hotels for utilizing Best Western Revenue Management training to fulfill Revenue Management training requirements.
On-Boarding Program Service and Support	\$4,000 fee billed in 12 equal monthly installments.	Due and payable monthly upon statement receipt.	Fee for training and other on-boarding services and support provided to new hotels.
Customer Care Non-Response Fee	\$75 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee charged if a member does not acknowledge a billing or miscellaneous file with the guest within 2 business days.
Customer Care - Per Complaint Fee Above .17	\$50 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for complaints above the permitted guest complaint ratio of .17.

System-Wide Membership Fees

Other Fees			
Type of Fee	Amount (in USD)	Due Date	Remarks
Customer Care/First Contact Resolution (“FCR”)	1 – 100 Rooms First 4 Complaints: Free Complaints 5 – 10: \$100 Each Complaints 11+ : \$250 Each 101 – 200 Rooms First 5 Complaints: Free Complaints 6 – 10: \$100 Each Complaints 11+ : \$250 Each 200+ Rooms First 6 Complaints: Free Complaints 7 – 10: \$100 Each Complaints 11+ : \$250 Each	Due and payable monthly upon statement receipt.	Fee for Customer Care agent to respond to and resolve customer service and accommodation complaints on first contact.
Annual Convention Meeting Attendance	Varies. Currently, \$843.	Annual fee. Due and payable upon statement receipt.	Charge for one Annual Convention registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).
District Meeting Attendance	Varies. Currently, \$470 per property.	Annual fee. Due and payable upon statement receipt.	Charge for one district meeting registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).
Member Marketing Area (MMA) Assessment	\$180 annual fee per hotel.	Annual fee. Due and payable upon statement receipt.	Annual fee to cover costs of the MMA program.
Rate Parity	Hotels which repeatedly violate rate parity are subject to administrative fees which range from none (i.e., written notification) to \$4,000 per violation depending on the number of violations annually.	Due and payable upon statement receipt.	Administrative fee charged to hotels for rate parity violations.

Optional Programs			
Type of Fee	Amount (in USD)	Due Date	Remarks
Property Revenue Manager (PRM) Program	Per month fee based on size of the hotel: \$995 for 1-120 rooms \$1,195 for 121-200 rooms \$1,395 for 201+ rooms	Due and payable monthly upon statement receipt.	Fee charged to hotels that participate in the optional PRM Program.
Essential Revenue Management Program	Per month fee of \$595	Due and payable monthly upon statement receipt.	Optional program fee for hotels under 70 rooms. Fee charged to hotels that participate in the Essential Revenue Management Program.

System-Wide Membership Fees

Optional Programs			
Type of Fee	Amount (in USD)	Due Date	Remarks
Revenue Services Property Visits	Pricing varies by program services.	Due and payable upon statement receipt.	Fee charged to hotels that participate in the optional Revenue Services Property Visit Program.
Reservation Call Transfer Program	Participating hotel: \$75 per month, plus \$3 for each transferred call over 50 calls in a month. Non-participating hotel: \$3 for each call transferred.	Due and payable monthly upon statement receipt.	Optional program fee to have calls transferred from your hotel to Central Reservations. Hotels not participating are subject to a fee per call transferred.
BWH MediaMax	Cost recovery of media services costs and 10% commission on net consumed revenue through the MediaMax program.	Due and payable monthly upon statement receipt.	Hotel-managed marketing platform that empowers property level marketing managers to drive additional online visibility and room night production across a variety of digital channels.
Runtriz Fee	\$100 per month with the option to be billed monthly, semi-annually, or annually.	Due and payable upon statement receipt.	A web-based mobile concierge service that provides communications with a guest pre-arrival, during stay and at checkout utilizing messaging, email and SMS Text.

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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

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.

EXHIBIT K TO FDD

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Best Western International, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Best Western International, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Best Western International, Inc., located at 6201 N. 24th Parkway, Phoenix, Arizona 85016. Its telephone number is (602) 957-4200.

Issuance date: March 31, 2023.

The franchise seller(s) for this offering is or are:

- Brad LeBlanc, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- Thomas Giuliano, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- Kristen Pike Baldon, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- Joshua Miehl, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- Jesse Heydorff, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590; and/or
- _____.

Best Western International, Inc. authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I have received a disclosure document dated March 31, 2023 that included the following Exhibits:

Exhibit A	List of State Administrators	Exhibit G	Lists of Current and Former Members
Exhibit B	List of State Agents for Service of Process	Exhibit H	State Addenda to Disclosure Document
Exhibit C	Membership Agreement	Exhibit I	Application for Membership
Exhibit D	State Addenda to Membership Agreement	Exhibit J-1	Bylaws and Articles
Exhibit E	Financial Statements	Exhibit J-2	2023 Rules and Regulations
Exhibit F-1	North America Quality Assurance Manual Table of Contents	Exhibit J-3	2023 Membership Fees
Exhibit F-2	Rules & Regulations Table of Contents	Exhibit K	Receipts

Date

(Sign, Date and Return to us, the franchisor)

Prospective Franchisee

Authorized Signature

RECEIPT

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Date

(Sign, Date and keep for your records)

Prospective Franchisee

Authorized Signature