

FRANCHISE DISCLOSURE DOCUMENT

HILTON FRANCHISE HOLDING LLC
A Delaware Limited Liability Company
7930 Jones Branch Drive, Suite 1100
McLean, Virginia 22102
703-883-1000
www.hiltonworldwide.com



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

The total investment necessary to begin operation of a newly constructed 89-room Hampton Inn hotel, excluding real property, is \$15,212,514 to \$22,186,333, including up to \$230,595 that must be paid to us or our affiliates. The total investment necessary to begin operation of a newly constructed 113-room/suite Hampton Inn & Suites hotel, excluding real property, is \$17,611,021 to \$25,864,165, including up to \$230,595 that must be paid to us or our affiliates.

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

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

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

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

Issuance Date: March 30, 2024

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 Exhibits A and B.
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, and Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Hampton hotel business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Hampton hotel franchisee?	Item 20 or Exhibits A and B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia, unless the franchisor sues you where the hotel is located. If the court rejects these venue selections, then suit may be brought in New York. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or arbitrate with the franchisor in Virginia or New York than in your own state.

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

THE FOLLOWING APPLIES ONLY TO TRANSACTIONS GOVERNED BY THE
MICHIGAN FRANCHISE INVESTMENT LAW

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

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

- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

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

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

About the Franchisor, Its Parents and Its Predecessor

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

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

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

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

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

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

Our Other Brands

Hilton Worldwide, through its subsidiaries, currently owns the following principal marks and their related guest lodging systems: Hilton™, Canopy™, Conrad™, Curio™, DoubleTree™, Embassy™,

Hampton™, Hilton Garden Inn™, Home2™, Homewood™, LivSmart Studios by Hilton™, LXR™, Motto™, Signia by Hilton™, Spark by Hilton™, Tapestry™, Tempo™, Tru™, Waldorf Astoria™ (the “Hilton Worldwide Brands”). The Hilton Worldwide Brands may utilize name variations for suites hotels and may use the taglines “by Hilton” or “Collection by Hilton” in some markets or locations. The Hilton Worldwide Brands may have trademark registrations currently pending in some markets or locations.

Currently, Hilton Worldwide plans to acquire the Graduate® hotel brand including all associated trademarks and intellectual property assets (the “Graduate brand”) from Graduate IP LLC. As of the date of this Disclosure Document there are about 36 Graduate brand hotels open or in development in the US and United Kingdom. When the transaction is completed, Graduate will become a Hilton Worldwide Brand and we and our affiliates may offer franchises for it in the future.

We have been the franchisor in the US for the Canopy and Curio brand hotels since October 15, 2014, the Conrad, DoubleTree, Embassy Suites, Hampton Inn/Hampton Inn & Suites, Hilton, Hilton Garden Inn, Home2 Suites, Homewood Suites, and Waldorf Astoria brand hotels since March 30, 2015, the Tru brand hotels since December 1, 2015, the Tapestry brand hotels since December 1, 2016, the LXR and the Motto brand hotels since September 14, 2018, the Signia by Hilton brand hotels since March 30, 2019, the Tempo brand hotels since December 17, 2019, the Spark by Hilton brand hotels since November 2022, and the LivSmart Studios by Hilton brand hotels (formerly Project H3 by Hilton) since May 2023. We offer each of these brands under a separate disclosure document (except Conrad, Signia by Hilton, and Waldorf Astoria, for which we do not currently offer standard franchises).

We also offer eforea spa franchises to franchisees of Tapestry, Curio, DoubleTree, Embassy Suites and Hilton brand hotels, as an addendum to the hotel franchise agreement under the disclosure documents for those brands.

We also offer licenses for the restaurant brand concepts identified on Exhibit J-2 under our StiR Creative Collective program (the “Restaurant Brands”), in the US to franchisees of Canopy by Hilton, Curio Collection by Hilton, Hilton Hotels and Resorts, Hilton Garden Inn, DoubleTree by Hilton, Motto by Hilton, Tapestry Collection by Hilton, and Tempo by Hilton as an addendum to the hotel franchise agreement under the disclosure documents for those brands.

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

Brand Offered	Predecessor Franchisor Entity	Dates Offered
Canopy	None	N/A
Conrad	Conrad Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	September 2007 to October 2007
Curio	Hilton Worldwide	July 2, 2014 to October 14, 2014
DoubleTree	Doubletree Franchise LLC	October 2007 to March 2015
	Doubletree Hotel Systems, Inc.	February 1989 to October 2007
Eforea Spa	Doubletree Franchise LLC	December 2011 to March 2015
	Embassy Suites Franchise LLC	December 2011 to March 2015
	Hilton Franchise LLC	December 2011 to March 2015
Embassy Suites	Embassy Suites Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1984 to October 2007
Hampton Inn and Hampton Inn & Suites	Hampton Inns Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1983 to October 2007
Hilton	Hilton Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	July 1962 to October 2007

Brand Offered	Predecessor Franchisor Entity	Dates Offered
Hilton Garden Inn	Hilton Garden Inns Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	March 1990 to October 2007
Home2 Suites	HLT ESP Franchise LLC	January 2009 to March 2015
Homewood Suites	Homewood Suites Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1988 to October 2007
LivSmart Studios	None	N/A
LXR	None	N/A
Motto	None	N/A
Restaurant Brands	None	N/A
Signia by Hilton	None	N/A
Spark	None	N/A
Tapestry	None	N/A
Tempo	None	N/A
Tru	None	N/A
Waldorf Astoria	Waldorf Astoria Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	January 2007 to October 2007

Our Affiliates and Their Predecessors

Our affiliates may offer franchises for any of the Hilton Worldwide Brands at any time. We currently have 4 affiliates that offer franchises outside of the US for the brands listed below.

1. Hilton Worldwide Franchising LP, a limited partnership formed on March 12, 2014, under the laws of England and Wales (“HWF”) offered franchises outside the US from July 1, 2014 to December 31, 2017, and currently continues to offer franchises in Canada, Russia, and a limited number of other territories. HWF is the predecessor of HWML, listed below. HWF’s principal business address is Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and telephone number +44 207 856 8000. The brands currently offered by HWF are: Conrad, Curio, DoubleTree, Embassy Suites, Hampton, Hilton, Hilton Garden Inn, Home2 Suites, Homewood Suites by Hilton and Waldorf Astoria, Canopy (since first offered on October 15, 2014), Tru (first offered on June 30, 2016), Tapestry (first offered on December 1, 2016), LXR (first offered on July 1, 2018), Motto (first offered on June 28, 2019), Spark (first offered on April 1, 2023), Tempo (first offered on June 28, 2023), and LivSmart Studios (first offered on August 1, 2023).
2. Hilton Worldwide Manage Limited, a limited company formed on December 7, 2010, under the laws of England and Wales (“HWML”) has offered franchises outside the US since January 1, 2018, except in Brazil, Canada, China, Russia, Thailand, and a limited number of other territories. As noted above, HWF is HWML’s predecessor outside of the US, except in Canada, China, Russia, and a limited number of other territories. HWML’s principal business address is Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and telephone number +44 207 856 8000. The brands currently offered by HWML are the same as those offered by HWF above.
3. Hilton Hotel Management (Shanghai) Co., Ltd., a limited company formed on September 5, 2008 under the laws of the People’s Republic of China (“WFOE”) has offered franchises in China since October 29, 2012. WFOE does not have any predecessors that have offered franchises in China. WFOE has its principal business address at Room 4205, Bund Centre, 222 Yan An Road East, Shanghai, 200002, 021 – 2321 6888. The brands currently offered by WFOE are: DoubleTree (first offered on October 29, 2012), Hilton (first offered on August 1, 2016), and Hilton Garden Inn (first offered in September 2018).

4. Hilton Brazil Operações e Participações Ltda, formed on December 26, 2016 under the laws of Brazil (“HBOP”) has offered franchises in Brazil since August 1, 2020. Both HWF and HWML are HBOP’s predecessors in Brazil. HWF offered franchises in Brazil from July 1, 2014 to December 31, 2017, and HWML offered franchises in Brazil from January 1, 2018 to July 31, 2020. HBOP’s principal place of business is Av. Das Nacoes Unidas, No. 12.901. Torre Leste, Andar Intermediario, Sala 01, Brooklin Novo, Sao Paulo, 04578-000 Brazil. The brands currently offered by HBOP are Curio, LXR, Tapestry, Hampton, Home2, Homewood, and Motto.

As noted above, HWF is HWML’s predecessor outside of the US, except in Canada, China, Russia, and a limited number of other territories. HWF’s predecessors for the offer of franchises outside the US before July 1, 2014, include the following entities at various times for the specified brands:

Brand Offered	Predecessor International Franchisor Entity
Canopy	None
Conrad Conrad International	HLT International Conrad Franchise LLC Hilton International Franchisor Corporation HPP International Corporation (f/k/a Conrad International Corporation)
Curio	None
DoubleTree DoubleTree Suites	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Doubletree Hotel Systems, Inc. Doubletree International Franchise LLC
Embassy Suites	Promus Hotels, Inc. Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Embassy Suites International Franchise LLC
Hampton	Hilton International Franchisor Corporation Hampton Inns International Franchise LLC
Hilton	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Hilton International Franchise LLC
Hilton Garden Inn	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Hilton Garden Inns International Franchise LLC
Home2 Suites	HLT ESP International Franchisor Corporation
Homewood Suites	Hilton Group plc and designated subsidiaries Homewood Suites International Franchise LLC
LivSmart Studios	None
LXR	None
Motto	None
Signia by Hilton	None
Spark	None
Tapestry	None
Tempo	None
Tru	None
Waldorf Astoria The Waldorf Astoria Collection	Hilton International Franchisor Corporation HLT International Waldorf=Astoria Franchise LLC

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

1. Hilton Reservations Worldwide, L.L.C. d/b/a Hilton Reservations & Customer Care and successor-in-interest to Hilton Service Corporation ("Reservations Worldwide") will provide you with its national and international reservation services and systems ("Reservation Service"). Reservations Worldwide provides the Reservation Service to all System Hotels, US Hilton hotels, Conrad International hotels, and Hilton International hotels (except where prohibited by law). The principal business address of Reservations Worldwide is 15305 North Dallas Parkway, Suite 600, Addison, Texas 75001.
2. Hilton Supply Management LLC ("HSM") seeks to negotiate with manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage supplies, and certain hotel services. You may purchase these items from HSM or such third parties, but you are not obligated to do so except as described in this Disclosure Document.
3. Hilton Honors Worldwide LLC ("Hilton Honors Worldwide") owns, operates and administers the Hilton Honors™ guest reward program. You must participate in the programs of Hilton Honors Worldwide.
4. Hilton Systems Solutions, LLC ("HSS") provides computer hardware, software and support services for all Hilton's brands and signs Hilton's Information Technology System Agreement ("HITS Agreement").

Some of our affiliates, also direct and indirect subsidiaries of Hilton Worldwide, own, lease and/or manage Hampton Brand hotels throughout the world. You may be given the opportunity to have one of our affiliates manage your Hotel under a management agreement to be signed at the same time as, or after, you sign your Franchise Agreement.

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

Our Licenses

This Disclosure Document describes our franchise for hotels that will operate in the US under the Hampton Brand. Our affiliates offer franchises for hotels that will operate outside the US under the Hampton Brand under separate disclosure documents.

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

We franchise the non-exclusive right to use the System in the operation of your Hotel, under the designated Hampton Brand, at a specified location. When we refer to a "Hampton hotel" in this Disclosure Document, we mean hotels licensed under the Hampton Inn or Hampton Inn & Suites Brands unless we indicate otherwise. You must follow the high standards we have established as the essence of the System and you may be required to make future investments.

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

The Franchise Agreement you sign will provide for new development, conversion, change of ownership, or re-licensing, depending on your situation. These situations are referred to in this Disclosure Document as "New Development," "Conversion," "Change of Ownership," and "Re-licensing," respectively. New Development refers to new building construction. Conversion refers to the renovation of an existing building to bring it into compliance with our Brand Standards so that it may operate as a Brand hotel. Change of Ownership refers to the transfer of ownership or control of an existing Brand hotel to a new owner. Re-licensing refers to the grant of a new franchise after the expiration of a prior franchise for the same hotel. Adaptive Reuse is also a category shown on the Franchise Application. It is a form of Conversion.

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

The Market and Competition

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

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

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

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

observed). Further, we and/or our affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business's facilities, including within your Restricted Area, if any, and that following such activity we may operate, franchise or license those other facilities under any Brands or marks anywhere regardless of the location of those businesses and/or facilities. There is no mechanism for resolving any conflicts that may arise between your Hotel and other hotels described in this paragraph.

Laws, Rules and Regulations

Your hotel business must conform to innkeeper liability laws, laws and regulations regarding health and safety, food handling and preparation, 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 general business laws, rules and regulations which apply to hotels in your jurisdiction will affect you. This includes any government orders related to emergent conditions, such as natural disasters and public health emergencies. You should consult your lawyer about each of the laws and regulations that apply in your area.

ITEM 2 BUSINESS EXPERIENCE

Below is a list of the directors, principal officers, and other individuals who have management responsibility for the sale or operation of the franchise offered under this Disclosure Document. The location of employment for each person is McLean, Virginia unless stated otherwise.

Chief Executive Officer and President: Christopher J. Nassetta

Mr. Nassetta has served as Chief Executive Officer and President of Hilton Worldwide since September 2013. He has served as Chief Executive Officer and President of Hilton since December 2007 and was also a Director of Hilton from December 2007 to October 2013. He served as our Chief Executive Officer and President from October 2013 to January 2015. He served as Chief Executive Officer and President of the former franchising entities from October 2013 until April 2015.

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

Mr. Jacobs is Chief Financial Officer and has served as President, Global Development for Hilton since July 2020. Mr. Jacobs has served as Chief Financial Officer and Executive Vice President of Hilton Worldwide since September 2013 and has also held those positions with us since September 2013. He has served as Chief Financial Officer and Executive Vice President of Hilton since October 2013. Mr. Jacobs served as Chief Financial Officer and Executive Vice President of the former franchising entities from October 2013 to April 2015. Mr. Jacobs also served as a Director of Hilton from December 2007 to July 2015.

Executive Vice President, General Counsel: Anne-Marie D'Angelo

Anne-Marie D'Angelo has served as Executive Vice President and General Counsel since September 15, 2023. She previously served as Chief Legal and Government Affairs Officer of Molson Coors Beverage Company in Golden, Colorado, from December 2021 to April 2023; as Executive Vice President, General Counsel and Corporate Secretary for NiSource Inc. in Merrillville, Indiana, from January 2021 to December 2021; and as Senior Vice President, General Counsel and Corporate Secretary from September 2019 through January 2021. Before joining NiSource, she served as General Counsel and Corporate Secretary of Global Brass and Copper Holdings, Inc. in Schaumburg, Illinois,

from November 2017 to August 2019. Before that time Anne-Marie served as Assistant U.S. General Counsel of McDonald's Corporation, in Oak Brook, Illinois, from February 2015 to May 2017, following other leadership roles she held between October 2004 and February 2015.

President – Global Brands and Commercial Services: Christopher Silcock

Mr. Silcock has served as President, Global Brands and Commercial Services since January 2024. He served as Executive Vice President – Chief Operating Officer, Customer and Commercial Operations from May 2019 to January 2024. He served as Executive Vice President – Chief Commercial Officer of Hilton Worldwide and Hilton from September 2015 through April 2019, and as HWML's Senior Vice President since July 2014. He served as Senior Vice President Sales & Revenue Management of Hilton Worldwide and Hilton from September 2014 to August 2015.

Senior Vice President and Global Category Leader – Focused Service and All Suites Brands: Bill Duncan

Mr. Duncan has served as Hilton's Global Category Leader of Focused Service and All Suites brands since August 2017. From September 2015 through July 2017, Mr. Duncan served as Hilton's Senior Vice President - Global Head - All Suites Brands, a position he also held with us and HWML since September 2015.

Senior Vice President Brand Management, Americas: Dianna Vaughan

Ms. Vaughan has served as Senior Vice President Brand Management, Americas since June 2020. Prior, Ms. Vaughan served as Hilton's Senior Vice President and Global Head – All Suites Brands from November 2017 to June 2020. She served as Senior Vice President and Global Head – DoubleTree by Hilton & Curio Collection by Hilton from January 2016 to November 2017. Ms. Vaughan served as Hilton's Global Head – Curio from May 2014 to December 2015.

Senior Vice President and Global Brand Leader – Hampton by Hilton: Shruti Buckley

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

Vice President and Global Head of Residential Programs: Jonathan Wingo

Mr. Wingo has served as Vice President and Global Head of Residential Programs since September 2016. He previously served as Director, Residential Development & Operations for Europe, Africa & the Middle East at Starwood Hotels & Resorts Worldwide, Inc. from October 2012 to September 2016.

Senior Vice President – Development - Americas: William Fortier

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

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

Mr. Wehling has served as Hilton's Senior Vice President – Development – US and Canada since January 2015.

Senior Vice President – Development and A&C Latin American & Caribbean: Juan Corvinos Solans

Mr. Juan Corvinos Solans has served as Senior Vice President Development and A&C Latin America & Caribbean (CALA) since September 2021. He previously served as Vice President of Development

CALA from September 2017 to September 2021. Before that time, he was Managing Director of Development CALA from September 2014 to September 2017.

Vice President and Managing Director – Development – Southeast Region: John Koshivos

Mr. Koshivos has served as Hilton's Vice President and Managing Director – Development – Southeast Region since April 2014.

Vice President and Managing Director – Development – Southwest Region: Patrick Speer

Mr. Speer has served as Hilton's Vice President & Managing Director Development – Southwest Region since March 2020. He previously served as Vice President Development – Southwest Region since September 2017. Mr. Speer served as Sr. Director Development – Southwest Region since January 2015.

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

Thomas Lorenzo

Mr. Lorenzo has served as Hilton's Vice President and Managing Director – Development – Northeast Region/Canada since October 2010.

Vice President and Managing Director – Development – Northwest Region: Lisa Waldron

Ms. Waldron has served as Vice President and Managing Director Development – Northwest Region since May 2021. Before that time, Ms. Waldron served as Senior Director Development from January 2004 to April 2021.

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

Ms. Jaskulske has served as Hilton's Vice President–Management Contract Services and Owner Relations since February 2000.

Vice President & Senior Counsel Development: John Shults

Mr. Shults has served as Hilton's Vice President & Sr. Counsel Development since February 2020. Mr. Shults has supported the Americas Development and Owner Relations team at Hilton since February 2016. He previously supported Hilton's Real Estate & Asset Management team in the Americas from November 2009 until February 2016.

Director, Chairman: Jonathan D. Gray

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

Director: Douglas M. Steenland

Mr. Steenland has served as a Director of Hilton Worldwide since September 2013. He has been a Consultant in Washington, DC and Senior Advisor to Blackstone's Private Equity Group since 2009.

Director: Judith A. McHale

Ms. McHale has served as a Director of Hilton Worldwide since October 2013. She currently serves on the board of directors of Ralph Lauren Corporation and ViacomCBS, Inc. and previously served on the board of directors of Sea World Entertainment, Inc. She has served as President and Chief Executive Officer of Cane Investments LLC in New York, New York since August 2011.

Director: Elizabeth A. Smith

Ms. Smith has served as a director of Hilton Worldwide since December 2013. She has been a member of the board of directors of Bloomin' Brands, Inc. since November 2009 and previously served as its

Executive Chairman from April 2019 to February 2020, its Chairman from January 2012 to April 2019, and its Chief Executive Officer from November 2009 to April 2019.

Director: Charlene Begley

Ms. Begley has served as a Director of Hilton Worldwide since April 2017. She has served as a Director of Nasdaq, Inc. and Red Hat since November 2014, and as a Director of WPP plc since December 2013.

Director: Melanie L. Healey

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

Director: Raymond E. Mabus, Jr.

Mr. Mabus has served as a Director of Hilton Worldwide since September 2017. He served as Secretary of the Navy from May 2009 to January 2017.

Director: Chris Carr

Mr. Carr has been a director since August 2020. He has been the Chief Operating Officer of Sweetgreen, Inc. since May 2020. Previously, Mr. Carr was Executive Vice President and Chief Procurement Officer of Starbucks Corporation from December 2016 to May 2019, and Executive Vice President, Americas, from February 2014 to November 2016.

**ITEM 3
LITIGATION**

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

A. PENDING ACTIONS

Ryan Segal v. Amadeus IT Group, S.A., et. al. (N.D. Ill.), Civil No. 1:24-civil-01783 (Class Action).

On March 1, 2024, plaintiff filed a class action lawsuit against Amadeus IT Group, S.A., Amadeus Hospitality Americas, Inc., and several hotel companies including Hilton Worldwide. Plaintiff alleges that the defendants violated the Sherman Act by sharing proprietary forward-looking demand data through a software platform operated by the Amadeus defendants, which resulted in higher room rates at luxury hotels in certain markets. Hilton Worldwide intends to vigorously defend its interests in this matter.

Jeanette Portillo, et. al. v. CoStar Group, Inc., et. al. (W.D. Wash.), Civil No. 2:24-cv-00229 (Class Action).

On February 20, 2024, plaintiffs filed a class action lawsuit against the CoStar Group, Inc. and its subsidiary STR, Inc., together with several hotel companies including Hilton Worldwide. Plaintiffs allege that the defendants violated the Sherman Act by exchanging competitive data through Smith Travel Research (STR), owned by the CoStar and STR defendants, which resulted in higher room rates at luxury hotels in certain markets. Hilton Worldwide intends to vigorously defend its interests in this matter.

State of Texas v. Hilton Domestic Operating Company Inc. (District Court of Collin County, Texas, CAUSE NO. 296-02595-2023).

On May 23, 2023, the plaintiff filed suit against Hilton alleging the violations of the Texas Deceptive Trade Practices Act in relation to how mandatory guest fees are disclosed to consumers. Mandatory guest fees are amounts that hotels charge guests for certain amenities separate and apart from the daily room rate, which may be called by different names such as resort fees, urban fees, or destination fees. Plaintiff has alleged that Hilton has failed to include mandatory guest fees in advertisements and disclosures made to consumers during the telephone booking process, and improperly disclosed these fees only at the end of the online booking process. Plaintiff has also alleged misrepresentation in instances when hotels have indicated that mandatory guest fees pay for certain amenities when those amenities are routinely provided at no cost or bundled in the room rate, and/or when amenities are advertised as free but are actually covered by the mandatory guest fee. Plaintiff seeks an injunction, restitution for Texas consumers, civil penalties, and attorneys' fees and costs. We intend to vigorously defend our interests in this matter.

Destin Platinum LLC v. Hampton Inns Franchise LLC (Circuit Court of Walton County, Florida, Filing No. 165392199).

On January 24, 2023, the plaintiff filed suit against our predecessor alleging breach of contract arising in connection with our termination of plaintiff's franchise for the Hampton Inn & Suites Destin/Sandestin Area hotel. We terminated the franchise for uncurable material breaches of the Franchise Agreement including maintaining false books and records of accounts and making false reports to us. Plaintiff asserts that we failed to give it an opportunity to cure these uncurable breaches. Plaintiff has not served this suit on us or our predecessor. If plaintiff serves this suit, we intend to vigorously defend our interests in this matter.

B. CONCLUDED ACTIONS– INVOLVING OUR PREDECESSOR

None.

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

State of Nebraska v. Hilton Domestic Operating Company Inc. (District Court of Lancaster County, Nebraska, Case No. D02CI190002366).

On July 23, 2019, the plaintiff filed suit against Hilton alleging the violations of the Nebraska Consumer Protection Act and Uniform Deceptive Trade Practices Act in relation to how mandatory guest fees are disclosed to consumers. Mandatory guest fees are amounts that hotels charge guests for certain amenities separate and apart from the daily room rate, which may be called by different names such as resort fees, urban fees, or destination fees. Plaintiff alleged that Hilton failed to include mandatory guest fees in advertisements and disclosures made to consumers during the telephone booking process, and improperly disclosed these fees only at the end of the online booking process. Plaintiff also alleged misrepresentation in instances when hotels indicated that mandatory guest fees pay for certain amenities when those amenities were routinely provided at no cost or bundled in the room rate, and/or when amenities were advertised as free but actually covered by the mandatory guest fee. Plaintiff sought an injunction, restitution for consumers, civil penalties, and attorneys' fees and costs. In February 2024, without admitting any fault, Hilton entered into a settlement agreement with Plaintiff and agreed to pay \$300,000 and clearly disclose all mandatory fees and the total price for a booking.

Hilton Franchise Holding LLC v. Portland Hotel Ownership, et al. (Fairfax County Circuit Court, Case Number, Case Number 2020-14233).

On September 17, 2020, we filed suit against Portland Hotel Ownership, LLC, a former franchisee of a Curio brand hotel, for breach of contract arising from the early termination of the franchise agreement. We also filed a breach of promissory note action against the franchisee and Jolaine Associates, LLC, as co-makers of a development incentive note issued in connection with the franchise agreement. The defendants counterclaimed on November 10, 2020, for breach of contract, fraudulent inducement, and other ancillary claims. The defendants contended that we made false representations as to exclusivity of the brand market and brand market support and sought \$30,000,000 in damages. After the court dismissed several of the defendant's counterclaims, in June 2021 the defendant filed an amended counterclaim alleging breach of contract, breach of the duty of good faith and fair dealing, fraudulent inducement, fraud, and unlawful practices under New York Franchise Law. On July 28, 2022, the parties settled this case by agreeing to dismiss all claims and exchange general releases.

San Pedro Inn, LP v. Hilton Franchise Holding LLC (Superior Court of New Jersey Chancery Division General Equity Part, Union County Docket No. UNN-C- 121 19).

On July 18, 2019, we sent a notice to terminate plaintiff's franchise for a Hampton hotel for failure to cure a material breach of the franchise agreement. On August 28, 2019, plaintiff filed a complaint alleging wrongful termination under the New Jersey Franchise Practices Act. Plaintiff claimed that we imposed unreasonable Quality Assurance standards and that an inspection was hindered by plaintiff's former employee. Plaintiff sought an injunction to stop the termination plus damages, attorneys' fees, costs, and other relief. The Court denied the injunction on December 18, 2019, and plaintiff filed a motion for reconsideration. We filed an answer and counterclaim on January 21, 2020, denying the allegations and asserting claims for liquidated damages, attorneys' fees, and costs. The parties settled the case on September 25, 2020. The parties agreed to dismiss all claims, exchange general releases, and terminate the franchise on April 28, 2021 without the payment of any termination damages or litigation costs by either party.

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

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

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

Hilton Worldwide, Inc. ("HWI") and the United States Department of Justice ("United States") agreed to a form of Consent Decree ("Consent Decree") addressing alleged violations of Title III of the ADA. The United States alleged that: 1) HWI failed to design and construct its owned facilities constructed for first occupancy after January 26, 1993 ("Post-1993 Hotels") in compliance with the ADA; 2) certain Managed

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

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

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

D. COLLECTION SUITS BROUGHT AGAINST FRANCHISEES AND FORMER FRANCHISEES IN 2023

None.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

The following is a list of all initial fees charged by or payable to us or our affiliates. Unless otherwise stated, these are not refundable under any circumstances.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
General			
Franchise Application Fee – New Development or Conversion	\$100,000 plus \$400 for each additional guest room or suite over 150.	With Application.	See Note 1.
Franchise Application Fee – Change of Ownership	\$200,000	With Application.	See Note 1.
Franchise Application Fee – Re-licensing	\$100,000	With Application.	See Note 1.
Property Improvement Plan (“PIP”) Fee	\$10,000	Before PIP inspection is scheduled.	Payable to prepare a PIP for a Conversion, Change of Ownership, or Re-licensing of an existing hotel. In some circumstances, we may waive the PIP fee or apply the PIP fee towards the payment of the Franchise Application Fee, but we are not obligated to do so.
Construction or Renovation Work Extension Fee	\$10,000	With written request for extension.	You must start and complete the construction work or renovation work at your Hotel by the dates specified in your Franchise Agreement. See Note 2.
Computer System Fees			
OnQ Computer System Fees – Hardware, Software & Installation	Currently, between \$24,795 and \$82,695.	As agreed.	See Note 3.
OnQ Computer System Refresh	Currently, between \$24,795 and \$82,695.	As incurred.	See Note 3.
Other Initial Start Up Fees	Currently, \$4,400.	As incurred, on or before opening	This includes the initial set up fees for the GRO system and a Digital Floor Plan, which are separate from the OnQ system installation fees listed above. See Note 3.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Training			
Training Program Fees	Currently, \$5,000 to \$17,500.	As agreed.	We provide required training programs and materials that your general manager and other personnel in key functions must complete before opening a new Brand hotel. We may charge you for the training services and materials, including any Pre-Opening Training Resources. You must also bear the cost of wages, travel, lodging, food, and other expenses of your general manager and any other attendees. See Item 11 for details.
Miscellaneous Services and Programs			
Opening Process Services Fee	\$6,000	Before opening.	This fee is to help recoup our costs in providing certain pre-opening services to help you open your Hotel, such as guidance with commercial planning, activation of appropriate programs, and tools and resources available to Brand hotels.
Procurement and Services Fees	Currently, 4% to 10% of project cost.	As agreed.	Payable if we or our affiliates furnish, supply, service or equip your Hotel at your request. These fees are in addition to the cost of the products acquired for you, plus freight, sales tax and other actual costs incurred. See Note 4.
Miscellaneous Services	As agreed.	As agreed.	We or our affiliates may periodically offer you additional services. These could include additional training for you and your employees, assistance in recruiting various types of employees, and other services and programs. Most of these services and programs will be optional, but some, including systems upgrades and changes in System standards, which may require additional mandatory training or participation in additional programs, may be mandatory.

NOTES

1. All prospective franchisees must complete an Application to operate a System Hotel. The current form Application is attached as Exhibit F. When you submit the Application to us for processing, you must pay an initial fee (“Franchise Application Fee”). Once we approve your Application, the Franchise Application Fee is non-refundable except as described in this Item 5. You must provide all the information we ask for in your Application. If we approve your Application before you supply all of the information, our approval will be conditioned on receiving the rest of the information within the time we specify. If you fail to provide the rest of the information within the specified time, we may terminate our offer. If we approve your Application subject to certain requirements, we may terminate our offer if you

fail to meet those requirements. If we terminate our offer, we will not refund the Franchise Application Fee. If you withdraw your Application before we approve it, or if we deny your Application, we will refund the Franchise Application Fee, without interest, less a \$7,500 processing fee, which may be waived or reduced at our discretion. If your Application is for a Change of Ownership and the Change of Ownership does not occur, we will refund your Franchise Application Fee, without interest and less a \$7,500 processing fee. We have occasionally agreed to give full or partial refunds or to credit the non-refundable Franchise Application Fee toward the Franchise Application Fee of another application for the Brand if submitted and approved within 6 months or less but we are not obligated to do so. If you increase the proposed number of rooms/suites after your Franchise Application is approved and before the opening of your Hotel under the Brand, you must obtain our approval and pay any additional Franchise Application Fee owed as if those additional rooms/suites were part of your original Franchise Application.

While the Franchise Application Fee is usually applied uniformly, we may elect to reduce it after considering criteria which may include: incentives for the development of hotels within the System, a hotel's market position, the property size and the number of hotels in the System operated by a franchisee. In limited and unique circumstances, we may waive part of the Franchise Application Fee or negotiate the Franchise Application Fee for franchisees with whom we have previously dealt but we are not obligated to do so, even for franchisees possessing these characteristics. In 2023, franchisees paid Franchise Application Fees ranging from \$0 to \$100,000 for New Development or Conversion, \$7,500 to \$200,000 for Change of Ownership, and from \$50,000 to \$100,000 for Re-licensing.

2. For a New Development, you must start construction within 15 months after the date we approve your Application. For a Conversion, Re-Licensing, Change of Ownership, or room addition project, you must start the renovation work by the date we have agreed to in the Franchise Agreement or PIP, which is set on a project-by-project basis. For all projects (including New Development, Conversion, Re-Licensing, Change of Ownership, or room addition project), you must complete the construction or renovation work by the date we have agreed to in the Franchise Agreement or PIP, which is set on a project-by-project basis. If you wish to request an extension of any start date or completion date for your project, you must submit a written request before that date occurs. If we approve your request, you must pay the extension fee and we will set new project start and completion dates accordingly.

However, in New Development or Conversion projects the start date and completion date will be extended by 30 days on a rolling basis automatically without a fee unless we provide at least 60 days' notice to you that these automatic extensions will end. At that point, if you wish to request any further extension, you must submit a written request before the relevant date occurs. If we approve your request, you must pay the extension fee and we will set new project start and completion dates accordingly. These automatic extensions will not apply to any Relicensing, Change of Ownership, or room addition projects.

3. You must use our required business computer systems, which we may periodically change. Currently, we require you to acquire and install the hardware and software for our required OnQ system, Guest Internet Access system, GRO System, Delphi system, Connected Room system, Digital Floor Plan, and Digital Key system. You must pay our affiliate, HSS, certain initial set up fees for some of these systems but not all of them, as described below.

OnQ System. Currently, we require you to use the "OnQ[®]" system, which connects System Hotels to Hilton's reservation offices and travel planners worldwide. OnQ is comprised of proprietary components for reservations, property management, revenue management, rate & inventory management, forecast management, learning management, and other components for the operation of the Hotel. The complete OnQ package currently includes hardware, software, installation, and support.

You may acquire the hardware from our affiliate, HSS, or its preferred providers, or you may purchase or lease it from other (non-preferred) third-party vendors. You must acquire the OnQ software components from HSS or our designated vendors because certain elements are proprietary. The property management system component within the OnQ system is called the Hilton Property Management System ("HPMS"). HPMS may also be referred to as the Property Engagement Platform ("PEP®"). We developed HPMS in collaboration with HotelKey, Inc., a third-party technology company. Certain elements of HPMS are proprietary to Hilton. If you purchase the standard OnQ package from HSS, we estimate that it will cost within the range shown here for our prototype size of hotel shown in Item 7. This includes hardware, software, installation and certain other costs and fees, and is based on the size of the Hotel and number of workstations. We are not able to determine a separate market price for the OnQ system because there is no third-party market for OnQ in its entirety. See Item 11 for details.

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

Guest Internet Access System. You must provide internet access for all guest rooms and public spaces at your Hotel in accordance with our Standards ("Guest Internet Access"). Currently, our approved Guest Internet Access program is called "StayConnected." The initial set-up costs of this system are paid to vendors. See Item 11 for details.

GRO System. You must install our required Global Revenue Optimization ("GRO") system. The GRO system is an online application that utilizes third-party software to provide pricing recommendations for your Hotel based on data analytics and forecasting. You are not required to adopt the pricing recommendations provided by GRO. The initial set-up costs of this system are paid to vendors. See Item 11 for details.

Delphi System. You must install our required "Delphi" system, which is a cloud-based sales and events system from Amadeus Hospitality. See Item 11 for details.

Connected Room System. We may require you to install our "Connected Room" system, which enables streaming media and permits guests to use their mobile phones and other personal mobile devices to control their guest room television and other conveniences such as lighting and temperature using the Hilton Honors App. Currently, there are no initial set up costs that are payable to us or our affiliates. The initial set up costs are paid to the vendor. See Items 6 and 11 for details.

Digital Floor Plan. You must pay for the preparation of a Digital Floor Plan for your Hotel. HSS will have the Digital Floor Plan prepared by a local vendor. The floor plan will be used by us and our affiliates, including Hilton Honors Worldwide, to allow Hilton Honors guests to choose their room from a map of the Hotel and enable digital check-in. The initial set-up cost is paid to HSS. See Item 11 for details.

Digital Key System. You must use our Digital Key system, which enables hotel guests to open their guest room doors wirelessly (without a physical door key) with their mobile phones and personal mobile devices through the Hilton Honors App. Currently, there is no separate charge for the Digital Key system because it is part of OnQ. See Item 11 for details.

The costs shown above do not include certain costs payable to third parties in connection with the OnQ system. They also do not include costs payable to third parties in connection with our required Guest Internet Access system, Delphi Sales and Events System, or the costs of optional computer system

components that we may recommend (including, for example, other business computer systems outside of OnQ such as financial and accounting systems, timekeeping and payroll, point of sale, telephone, and certain inventory systems). Occasionally we may offer discounts and other benefits to support the adoption of new technology components, programs, or services. All computer system costs are subject to change, and normally are not refundable. See Item 11 for a more detailed description of each of these required and recommended computer systems.

4. If we or our affiliates furnish, supply, service or equip your Hotel at your request before it opens, then you must pay or reimburse us or them for all costs incurred at your request, and related service fees. In particular, HSM seeks to negotiate with manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage equipment supplies, and certain hotel services at a discount. We recommend you purchase these items from HSM or such third parties. You may but are not obligated to purchase specified items from HSM or such third parties, except as described in this Disclosure Document. If you choose to buy from HSM, it will invoice you for the cost of the products plus freight, sales tax and other actual costs, plus a procurement fee that ranges 4% to 10% of the project cost. HSM may offer you a payment plan. These payment plans are agreed with each franchisee individually based on the type of project, and specifically customized to the project's scope of work and overall timeline. Payment dates are also based on the project's timeline. The interest rate for late payments is 18.5% per year, compounded daily. Change orders must be paid in full, either in advance or with the next installment due.

ITEM 6 OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
General			
Monthly Royalty Fee	6% of Gross Rooms Revenue.	Payable monthly by the 15 th day of the following month.	See Note 1.
Monthly Program Fee	4% of Gross Rooms Revenue.	Payable monthly by the 15 th day of the following month.	We may change the Monthly Program Fee. See Notes 1 and 2.
Room Addition Fee	Currently, \$400 per guest room or suite, multiplied by the number of additional guest rooms.	Due with Application for approval.	If you add or construct additional guest rooms at the hotel at any time after you open the hotel under the Brand, you must pay us a Room Addition Fee and sign an amendment to the Franchise Agreement. The fee is non-refundable once we approve your Application.
Computer System Fees			
OnQ Connectivity Fees	Currently, between \$590 and \$1,260 per month.	Payable Monthly by the 15 th day of the following month.	Fee is determined by the number of workstations and other OnQ equipment at your Hotel.
Hardware and Software Maintenance Support Fees	Currently, between \$800 to \$1,950 per month.	Billed Monthly by the 15 th day of the following month.	This covers the OnQ hardware and HPMS software maintenance that is provided by us. This does not cover the maintenance of certain other hardware and software that is provided by vendors. See Item 11 for details.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
OnQ Email Fees	Currently, \$7.92 per user per month and \$12.50 per month for delivery to mobile devices.	Billed quarterly.	You must have at least 3 accounts.
Connected Room Maintenance Fees	Currently, \$390 to \$490 per month.	Billed monthly by the 15 th day of the following month.	See Item 11 for details.
Delphi Sales and Events System	Currently, \$858 per user per year.	Billed annually.	These license and maintenance fees are paid to HSS, which are passed-through to the vendor less a mark-up to recover certain costs. See Item 11 for details.
Guest Assistance and Quality Assurance Programs			
Guest Assistance Program: Customer Satisfaction Guarantee	Currently, \$300 per handled transaction for Hilton Honors Diamond members, \$250 per handled transaction for Hilton Honors Gold members, and \$200 per handled transaction for all other guests.	Within 48 hours of receipt of invoice.	Payable to resolve guest complaints. Our Guest Assistance Agent may offer the guest a cash refund (up to the full cost of the customer's stay), Hilton Honors point rebate, Hilton gift cards or complimentary return stay to resolve the complaint to the customer's satisfaction. You are billed the cost of the rebate plus the handling fee. We may change the maximum guest rebate amount or increase the handling fee.
Guest Assistance Program: Price Match Guarantee	Hotels must honor a 25% discount off the lower rate on all approved claims.	When the stay is consumed.	The discount applies if a guest finds a lower qualifying rate for a qualified booking at your Hotel. After the Guest Assistance Department confirms the lower rate is available for booking through a third-party channel, the claim is approved and the rate is adjusted.
Guest Assistance Program: First Contact Resolution	Currently, \$15 administrative fee.	Within 10 days of billing.	Payable if more than 5 files are created in a month by Guest Assistance to resolve guest complaints about products, services or cleanliness. You must pay the cost of any compensation we provide to any guest to resolve the complaint, even if the fee does not apply.
Guest Assistance Program: Online Complaints	\$25 per complaint administrative fee.	As invoiced.	If a hotel does not respond to a guest complaint or negative comment on certain designated websites or social media platforms within 24 hours, Guest Assistance will respond to the guest and this fee will be due. This program and fee are subject to change.
Brand Compliance Consecutive Unacceptable Fee	Currently, up to \$5,500 per consecutive Unacceptable grade.	Within 10 days of billing.	Payable for each subsequent Unacceptable overall grade on a brand compliance evaluation (other than a Special as described below), which currently covers the following components: Quality Assurance Grade, Stay Score Grade, or FRCM grade. You must also provide complimentary

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			lodgings for the Hilton representative during an on-site evaluation. See Note 3.
Brand Compliance Special Audit Fee	Currently, \$5,500 per re-evaluation visit.	Within 10 days of billing.	Payable each time we conduct a special on-site quality assurance evaluation ("Special"). We may conduct a Special: (a) to verify a default has been cured; (b) any time after your Hotel has failed consecutive Brand Compliance evaluations; (c) if your Hotel fails its opening inspection; or (d) if your Hotel fails its previous Special. You must also provide complimentary lodgings for the Hilton representative during the evaluation. See Note 3.
Brand Compliance PIP Consecutive Failure Fee	Currently, up to \$10,000 per consecutive PIP failure.	Within 10 days of billing.	Payable for each consecutive failure on a PIP evaluation to verify that a PIP has been completed properly and in a timely manner. You must also provide complimentary lodgings for the Hilton representative during an on-site evaluation. See Note 3.
Quality Improvement Program for Failure to Meet Minimum Performance Standards	Currently: (1) \$495 per month; and (2) a 1-time fee of \$3,950 to \$4,950.	Within 10 days of billing.	If your Hotel is issued a Brand notice of failure to meet minimum performance standards, your Hotel must participate in the services of the Quality Improvement Program for a period of at least 12 months.
Conferences and Training			
Brand Conference	Currently, \$2,500 per attendee.	Before attendance.	Your general manager and director of sales (or equivalent) must attend the Brand conference, usually held annually. Dates, location and duration of the conference vary from year to year.
General Manager, Commercial and Sales Leader Training	Currently, up to \$1,200 per attendee.	Before attendance.	Your general manager and other commercial leaders must complete this combined virtual learning program within 90 days of their start date. It is required for all new general managers and commercial leaders, and those who have been away from the Brand or the role for more than 24 months.
Hilton Core Sales Skills Training	Currently, up to \$600 per attendee.	Before attendance.	Your director of sales and sales managers (or equivalent) must complete this mandatory virtual learning program within 90 days of their start date. We may modify or reduce this training requirement for experienced trainees. See Item 11.
Other Training Programs and Training Materials	Currently, up to \$5,000 per program per attendee.	Before attendance or materials are shipped.	Some training programs are required, and others are optional. We may provide some required training courses without a course fee. In some cases, you must also pay wages, travel, lodging, food,

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			and miscellaneous expenses of your attendees, and/or the expenses of the trainers. See Item 11.
Frequent Customer, Affiliation and Distribution Programs			
Travel Clubs	Currently, \$0.30 per available room plus 10% commission. Amount may vary by program.	Billed annually on DS/TAC invoice by second quarter. For commissions: if invoiced, within 15 days, or if billed through ACH, by the 12 th business day of each month.	Payable for consumed stays booked through our American Automobile Association (AAA), Canada Automobile Association (CAA), and American Association of Retired Persons (AARP) programs. See Note 4.
Hilton Advance Program	Currently, 1.35% of eligible Digital Direct Revenue, not to exceed \$30 per stay.	If invoiced, within 15 days of billing. If through ACH, on the 12 th business day of the month.	This program is intended to help drive bookings through Hilton's online direct booking channels using lower-funnel marketing activities, search engine optimization, social media platforms, and other methods. Digital Direct Revenue is all Gross Rooms Revenue from bookings made through our online direct booking channels such as Hilton websites and mobile apps. See Note 1.
Group Preferred Partnership Program	Currently, up to \$1.80 per consumed room night plus applicable commission. If we increase this fee this year, it will not exceed \$2.50 per consumed room night plus commission.	If invoiced, within 15 days of billing. If through ACH, on the 12 th business day of each month.	This optional program provides additional access to select top group intermediaries, including participation in marketing and promotions designed to drive incremental business. We may change this flat fee to a percentage-based fee that is approximately equivalent on a systemwide average basis. See Note 4.
Hilton Honors Frequent Traveler/Guest Reward Program	Currently, 4.9% of total eligible guest folio. This fee is waived for stays in which the guest is enrolled on-property in Hilton Honors.	10 days after billing.	You must participate in any brand specific or System-wide guest frequency or reward program. Currently, you must participate in Hilton Honors. These programs are subject to change. See Note 5.
Hilton Honors Event Planner Bonus Program	Currently, \$0.0025 to \$0.0050 per Hilton Honors bonus point awarded.	As incurred.	This is an optional commercial incentive program. It enables hotels to award Hilton Honors bonus points to an event planner for a group booking (or as otherwise specified in the group booking contract) in addition to points earned by individual guests in the group. Event planners can earn up to 5 points per \$1 of booking revenue. Currently, hotels are enrolled automatically and may opt-out. In the future we may make this program mandatory. Bonus point allocations and program terms are subject to change. See Note 4.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Hilton For Business Program	Currently, up to 3% of the Gross Room Revenue per eligible consumed stay.	As incurred.	This is an optional commercial sales program. It enables small and medium size companies to manage their company travel through our platform and receive discounts, Honors points, and other benefits. Currently, hotels are enrolled automatically and may opt out annually. Program benefits and terms are subject to change. See Note 1.
Online Group Event Booking Charges	Currently, up to 2% of GRR and up to \$25 for included meeting space, plus applicable commissions.	On demand.	You only pay this fee if you load inventory for group and event bookings at your Hotel through our designated online platform and the group actualizes. Participation is currently optional but may be required in the future. Optional add-on services may be made available at additional cost. See Notes 1, 4, and 6.
Centralized Payment Programs	<p>Third-Party Reservation Charges: currently, up to \$5.76 per stay.</p> <p>FastPay Program: currently, up to \$1.40 per transaction, plus commission.</p> <p>Travel Planner Centralized Payment Program: currently, \$0.18 per transaction processing charge plus up to a 10% commission.</p> <p>Unlimited Rewards Program: currently, \$0.71 for a weekday stay (Monday -Thursday nights), \$1.42 for a weekend stay with 1 Fri/Sat/Sun night and \$2.13 for a weekend stay with 2 Fri/Sat/Sun nights. Double Dollars amounts increase to \$1.42, \$2.63 and \$3.84 respectively.</p>	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month (or for Third-party Reservation Charges, on the 20 th day of each month).	<p>These required programs centralize and automate payments to third parties, including online travel agencies, group and meeting planners, travel planners, and other sales and distribution channels.</p> <p>Third-Party Reservation Charges currently include the costs and fees incurred in connection with third-party reservation systems such as GDS, airline reservation services, internet and other service reservation providers for using their distribution systems. Certain third-party reservation services may not be subject to this fee.</p> <p>The FastPay Program is a centralized payment program for group intermediaries and meeting planners. We may determine the items that are commissionable, the third parties eligible to be paid, and the commission percentages that can be paid through FastPay. All eligible charges must be paid through FastPay. Currently, FastPay will process commissions of up to 7% and customer rebates for designated segments.</p> <p>The Travel Planner Centralized Payment Program (TPCP) consolidates all commissionable consumed travel planner bookings and remits one payment per agency. The commission is payable on the total room rate and other</p>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			<p>commissionable charges, and a transaction charge is payable on commissionable and non-commissionable reservations, no-shows and cancellations.</p> <p>The Unlimited Rewards Travel Advisor Incentive and Loyalty Program remits funds to Avis Budget. A portion is paid to the travel planner, and Avis Budget retains the remaining amount as a processing charge.</p> <p>See Note 4.</p>
Transfers, Re-licensing and Financing			
Change of Ownership Application Fee	Currently, \$200,000.	With Application	Payable for any proposed transfer that does not qualify as a Permitted Transfer.
Permitted Transfer Processing Fee	Currently, \$5,500.	When you submit a request for our approval	Payable for any proposed Permitted Transfer that requires our consent.
Re-licensing Application Fee	Currently, \$100,000.	With Application	Payable for Re-licensing to an existing franchisee.
Lender Comfort Letter Processing Fee	Currently, \$3,500 for Lender Comfort Letters and \$1,500 for Lender Comfort Letter Assignments.	Before we issue the document.	We will only issue a Lender Comfort Letter or Assignment if you request it and it meets our qualifications.
Public Offering or Private Placement Processing Fee	Currently, \$5,000.	When you submit a request for our approval	You must pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.
Management Fees			
Management Fees	Fees will be established by mutual agreement.	As incurred.	Payable if you enter into a management agreement with us or our affiliate. You may hire an outside management company with our approval.
Remedies and Damages			
Actual Damages Under Special Circumstances	Varies.	On demand.	Payable under certain circumstances for the termination of your Franchise Agreement.
Audit	Actual deficiency plus interest.	On demand.	Payable if audit reveals that you understated or underpaid any payment due us which is not fully offset by overpayments. If audit reveals that underpayment is willful or for 5% or more of the total amount owed for the period being inspected, you must also reimburse us for all inspection and audit costs.
Default Remedies	Reimbursement of all of our expenses.	As incurred.	Our expenses may include attorneys' fees, court costs, and other expenses reasonably incurred to protect us and the Entities or to remedy your default.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Indemnification	Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at your Hotel.	As incurred.	You must reimburse us for all expenses including attorneys' fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Franchise Agreement. You must also defend us, Hilton Worldwide, and each of such entities' current and/or future subsidiaries, and affiliates and any of their officers, directors, employees, agents, successors and assigns.
Insurance	Actual amount.	On demand.	Payable if you do not obtain or maintain the required insurance or policy limits described in the Manual, and we choose to obtain and maintain the insurance for you.
Liquidated Damages for Unauthorized Opening	\$5,000 per day that your Hotel is open without authorization.	On demand.	Payable if you open before we give you written authorization to open, plus our costs, including attorneys' fees.
Liquidated Damages for Pre-Opening Termination	The System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Franchise Agreement: (1) before you begin Hotel Work and you or a Guarantor enter into an agreement for, or begin the construction or operation of, another hotel at the site within 1 year after termination; or (2) after you begin the Hotel Work but before you open (unless excused by Force Majeure). See Note 7.
Liquidated Damages for Post-Opening Termination	The greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by 60; or (b) the System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Franchise Agreement on or after the Opening Date but before the 2 nd anniversary of the Opening Date. See Note 7.
	The Hotel's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate after the 2 nd anniversary of the Opening Date but before the final 60 calendar months of the Term. See Note 7.
	The Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.	On demand.	Payable if we terminate the Franchise Agreement within the last 60 months of the Term. See Note 7.
Service Charges for Overdue Payments	1.5% per month or highest percentage permissible by law, whichever is less.	On demand.	Payable if you do not make any payment to us or our affiliates when due.
Taxes	Actual amount.	On demand.	Payable if any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Franchise Agreement.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Identity, Sales, and Distribution Non-Compliance Fee	Currently, \$500 per instance.	On demand.	This cost-recovery fee is payable if your Hotel uses a third party intermediary for reservations or sales that is not accredited by Hilton, or fails to comply with any of the other Identity, Sales and Distribution Standards. In addition, failure to comply with the Identity, Sales and Distribution Standards may result in the loss of access to certain sales and distribution channels.
Franchise Agreement Non-Compliance Fee	1% of Gross Rooms Revenue.	On demand.	This charge will apply each month in which you fail to comply with the Franchise Agreement. See Notes 1 and 8.
FastPay Non-compliance Fee	Varies and escalates based on the number of violations. Currently, up to the greater of \$3,000 or 10% of gross group room revenue (not to exceed \$7,500) per violation.	On demand	Fees will apply for non-compliance with the FastPay program policies, rules or terms. See Note 4.
Miscellaneous Services and Programs			
Consultation and Service Fees	Set by us on a project-by-project basis.	When we request.	Payable if we make consultation and/or other voluntary services available to you on request.
Consortia Program	Currently, up to \$3.00 for each consumed night booked under the Consortia "parity" rate, plus applicable commission.	If invoiced, within 15 days. If ACH, the 12 th business day of each month.	You must participate in BOTH the Consortia Program and the TMC Pay-On-All-Pay-For Performance Program or NEITHER program. We may change this flat fee to a percentage-based fee of up to 1.45% of consumed room revenue. The list of participating travel agencies may change over time. See Note 4.
TMC Pay-On-All-Pay-For Performance Program	Currently, up to \$1.85 for each consumed night booked by a TMC travel agency, plus up to 10% commission or fee where applicable.	If invoiced, within 15 days. If ACH, the 12 th business day of each month.	You must participate in BOTH the Consortia Program and the TMC Pay-On-All-Pay-For Performance Program or NEITHER program. We may change this flat fee to a percentage-based fee of up to 1.06% of consumed room revenue. The list of participating agencies may change over time. See Note 4.
US Government Travel Agency Programs	Currently, up to \$2.30 per consumed room night or up to 1.45% of consumed room revenue, For the FedRooms/ StateRates and DOD Preferred programs, we may increase this fee up to 5.0% of consumed room revenue this year.	Billed on TACS invoice. If invoiced, due within 15 days. If ACH, due on the 15th of the month.	We may enter into various government and military travel programs, which currently include FedRooms/ StatesRates, CWTSato, DOD Preferred, Omega World Travel and ADTRAV Government. For any program that has a flat fee, we may change it to a percentage-based fee as shown here. You are not required to participate, but if you participate in the DOD Preferred Program you must also participate in the FedRooms Program at the same rate. See Note 4.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
ResMax Program	Currently, 5.4% to 5.9% of consumed revenue from a ResMax booking with a 3-night maximum. If we change the pricing model this year, it will not exceed \$5.00 per call. This fee may vary due to hotel booking volume and other factors.	As required by us or our affiliate.	ResMax with Auto Attendant provides additional reservation call handling services by automatically transferring new reservation inquiries to an HRCC Guest Engagement Specialist. If your Hotel is not enrolled in ResMax and accepts a referral, we may charge you the applicable fee on the booking. If your Hotel transfers reservation calls to HRCC outside of the ResMax service, you may be billed up to \$5.00 per call. ResMax is an optional service but may be required in certain circumstances. Program terms, eligibility, and fees are subject to change. See Note 9.
Revenue Management Consolidated Center (RMCC)	<p>Category 1 – One Time Service Models, currently \$1,769.</p> <p>Category 2 – Monthly Full Support Models, currently \$1,319 to \$15,399.</p> <p>Category 3 – Monthly Reports Only Models, currently \$599 to \$1,819.</p> <p>Category 4 – Monthly Lead Management Service Models, currently \$999 to \$5,599.</p> <p>Category 5 – Monthly Group Rooms Coordinator Models, currently \$810 to \$5,400.</p>	Within 10 days of billing.	RMCC provides various types of support services for revenue management analysis, strategy, lead management, and coaching. Specific services or groups of services are called “service models,” and are grouped into the categories shown here. RMCC programs and services are subject to change. Your participation in RMCC is optional. However, RMCC may be required in certain circumstances. See Note 10.
Procurement and Services Fees	Currently, 4% to 10% of project cost.	As agreed.	Payable if you buy from HSM, in addition to the product cost, freight, taxes and other actual costs incurred by HSM.

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

NOTES

1. The Monthly Fees are calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or as specified by us in the Manual. "Gross Rooms Revenue" means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), Mandatory Guest Fees, late cancellation fees, and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances

for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included, and not deducted from, the calculation of Gross Rooms Revenue.

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

If there is a fire or other insured casualty at your Hotel that results in a reduction of Gross Rooms Revenue, the Monthly Program and Monthly Royalty Fees will be equal to the Monthly Program and Monthly Royalty forecasted on the basis of the Gross Rooms Revenue amount you agree on with your insurer(s). However, we have the right to participate with you in negotiating the value of your Gross Rooms Revenue claim with your insurer(s).

We can require you to transmit all payments required under the Franchise Agreement by wire transfer or other form of electronic funds transfer. You must bear all costs of wire transfer or other form of electronic funds transfer. We may reduce the amount of any payment or credit to you by any amount that you owe us, and this includes your and our affiliates. We occasionally reduce the Monthly Royalty Fee for multi-unit or more experienced franchisees, for franchisees with whom we have previously dealt, for Conversions, or for franchisees in other unique circumstances. However, we do not always do so and may choose not to reduce your Monthly Royalty Fee, even if you possess some or all of these characteristics. We agreed to modify the Monthly Royalty Fee in 47 instances and the Monthly Program Fee in 1 instance during 2023.

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

3. As of the date of this Disclosure Document we are considering making adjustments to our existing quality assurance program (as described in Item 11), which may be implemented this year. Such adjustments may include fee increases and/or new or additional charges, which may be applied on a per-room basis or other basis, of up to \$50,000 in total over a 6-month period based on the nature, frequency, and circumstances of the Hotel’s deficiencies (in addition to any applicable PIP Consecutive Failure Fee). We may also make other changes to our quality assurance program. See Item 11 for details.

4. We may add, remove, or modify our sales and distribution programs at any time. These programs may have individual criteria for participation, as well as policies, terms, or rules that must be met for continued participation. We may require your Hotel to participate in certain programs or

combinations of programs. We may also offer optional programs at an additional cost. Some programs may utilize automatic enrollment and if your Hotel does not wish to participate it may be required to opt-out as provided in programs' policies, terms, or rules. Failure to pay fees or commissions when due, or failure to comply with the applicable program policies, terms, and rules may result in the loss of access to certain programs or individual sales and distribution channels.

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

Currently, these programs include the Hilton Honors™ guest reward program operated by Hilton Honors Worldwide, and airline and rental car company frequent user programs in which Hilton participates.

Hilton Honors members may accumulate Hilton Honors points with most stays for all eligible dollars spent at participating Hilton Honors hotels. Hilton Honors members may also earn points in connection with our special promotions, marketing partnerships, and other activities, programs, and initiatives, including for example arrangements we have in place with certain travel programs, credit card companies, dining organizations, ride-share companies, and others. The only room rates that are not eligible for Hilton Honors points are wholesale/tour operator packages, contracted airline crew rates, complimentary or barter rooms, stays on NET Group/Series Group/IT Group rates, contracted Entertainment or Encore rates, stays using airline percent-off award certificates, stays that are booked via third-party websites other than the websites of Hilton Honors airline partners. Hilton Honors members may redeem their accumulated points for discounted and free hotel room nights and other rewards. Terms of the Hilton Honors program are subject to change. Pricing is subject to change and is reviewed annually.

These basic program fees are assessed on any stay for which a guest earns Hilton Honors points. Additional Hilton Honors bonus points that members earn as a result of promotional activities, programs, and initiatives that your Hotel participates in will result in an additional fee payable by your Hotel based on a set cost per point or a percentage of the eligible guest folio, depending on the type of promotional activity, program, or initiative. All program costs are subject to change.

In addition to the basic program fees outlined above, hotels are also responsible for the cost of certain guest amenities provided to Hilton Honors members. Hotels must allocate a certain percentage of rooms inventory for free night reward redemption by Hilton Honors members as specified by the Hilton Honors program. Hotels will be reimbursed for these reward redemptions on the same basis as other similarly situated participating hotels as specified by the Hilton Honors program. If your Hotel is re-licensed and had paid a lower fee in the past, it will be assessed the then-current standard fee when your new franchise term begins.

6. We currently provide an online booking platform for group events that allows guests to check rates and availability and book guestrooms and event space (within certain limits on the number of rooms, room nights, and meeting space size). Guests may search for a hotel and rate and complete the booking contract online. We may pass-through all or a portion of this fee to third party vendors that

help to provide or maintain the platform. This fee may be refunded or adjusted for certain cancellations or modifications. Terms and conditions of this program are subject to change.

7. The term “Hotel’s Average Monthly Royalty Fees” means: (a) if the Hotel has been operating for at least 24 months, the amount of all Monthly Royalty Fees due under the Franchise Agreement for the 24 month period before the month of termination (the “Measurement Period”) divided by 24; and (b) if the Hotel has not been operating for at least 24 months, the amount of all Monthly Royalty Fees due under the Franchise Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date.

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

In calculating these averages, any temporary financial accommodations and periods of Business Interruption are excluded. Temporary financial accommodations include any fee discounts, ramps, or waivers. Business Interruptions are periods of time in which a majority of the Guest Rooms were removed from service or regular Hotel operations were suspended for more than 90 days. In the case of Business Interruptions, the applicable measurement period will be adjusted earlier in time to account for the months in which the Business Interruption occurred.

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

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

10. RMCC is optional except in the following circumstances. **Category 1:** If your Hotel is open and has an active PIP, it must participate in our one-time “Foundation Audit.” **Category 2:** If you are a first-time franchise owner, the Hotel is your first Brand Hotel, the Hotel is a new construction Hotel, or you change your General Manager, your Hotel must participate in our monthly service “Standard Model.” If your Hotel is projected to generate or does generate over \$6 million in annual Gross Room Revenue, it must participate in our monthly full service “Intermediate Model.” If your Hotel is projected to generate or does generate over \$10 million in annual Gross Room Revenue or is located in a dynamic market with a complex mix of business and a need for forecasting support, it must participate in our monthly full service “Premier Model.” **Brand Performance Guidelines:** In addition, if your Hotel fails to achieve minimum performance guidelines (“Brand Performance Guidelines”) at any time during the term, a one-time Audit will be conducted including a consultation with you on the results. If your Hotel still does not meet the Brand Performance Guidelines 6 months after that Audit, it will be required to participate in the applicable Category 2 service model for at least 12 months. RMCC programs and fees are subject to change.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT
HAMPTON INN (89 ROOMS)**

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Application Fee (Note 1)	\$100,000	Lump sum	With Application	Us
Property Improvement Plan (Note 2)	\$0 to \$10,000	Lump sum	Before we prepare PIP	Us
Market Study (Note 3)	Varies	As agreed	As incurred	Supplier
Environmental Assessment (Note 4)	Varies	As agreed	As incurred	Supplier
Real Property (Note 5)	Varies	As agreed	As agreed	Supplier
Construction and Leasehold Improvements (Notes 6 and 7)	\$11,139,759 to \$16,090,763	As agreed	As agreed	Suppliers
Design and Engineering Fees	\$445,509 to \$643,631	As agreed	As incurred	Suppliers
Furniture, Fixtures and Equipment (Note 8)	\$1,228,796 to \$1,746,184	As required	As incurred	Suppliers
Inventory and Operating Equipment (Note 9)	\$99,000 to \$220,000	As required	As incurred	Suppliers
Signage (Note 10)	\$25,000 to \$75,000	As required	As incurred	Supplier
Computer Hardware and Software Systems (Note 11)	\$29,195 to \$87,095	Lump sum or as required	45 days before opening	Us or Supplier
Guest Internet Access System (Note 11)	\$45,000 to \$71,000	Lump sum or as required	45 days before opening	Supplier
Connected Room System (Note 11)	\$20,500 to \$24,500	Lump sum or as required	45 days before opening	Supplier
Delphi Sales and Events System (Note 11)	\$990 to \$18,600	As required	As incurred	Supplier
Required Pre-Opening Training (Note 12)	\$5,000 to \$17,500	As required	As incurred	Us and Suppliers
ADA Consultant Fee (Note 13)	\$2,500 to \$10,000	Lump sum	On request	Supplier
Construction/Renovation Extension Fees (Note 14)	\$0 to \$10,000	Lump sum	On request	Us
Insurance (Note 15)	Varies	As required	As arranged	Agent/Insurer
Organizational Expense (Note 16)	\$50,000 to \$122,900	As agreed	As agreed	Accountant/Attorney

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Permits, Licenses and Governmental Fees (Note 17)	\$167,096 to \$241,361	As required	As required	Government Agencies
Miscellaneous Pre-Opening and Project Management Expenses (Note 18)	\$334,193 to \$482,723	As agreed	As incurred	Suppliers
Contingencies (Note 19)	\$1,113,976 to \$1,609,076	As agreed	As incurred	Suppliers
Additional Funds (Note 20)	\$400,000 to \$600,000	As agreed	As incurred	Suppliers
Other Required Pre-opening Services Fees (Note 21)	\$6,000	Lump sum	Before opening	Us
TOTAL (Note 22)	\$15,212,514 to \$22,186,333			
	THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

**YOUR ESTIMATED INITIAL INVESTMENT
HAMPTON INN & SUITES (113 ROOMS)**

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Application Fee (Note 1)	\$100,000	Lump sum	With Application	Us
Property Improvement Plan (Note 2)	\$0 to \$10,000	Lump sum	Before we prepare PIP	Us
Market Study (Note 3)	Varies	As agreed	As incurred	Supplier
Environmental Assessment (Note 4)	Varies	As agreed	As incurred	Supplier
Real Property (Note 5)	Varies	As agreed	As agreed	Supplier
Construction and Leasehold Improvements (Notes 6 and 7)	\$12,929,796 to \$18,676,372	As agreed	As agreed	Suppliers
Design and Engineering Fees	\$517,192 to \$747,055	As agreed	As incurred	Suppliers
Furniture, Fixtures and Equipment (Note 8)	\$1,493,027 to \$2,121,669	As required	As incurred	Suppliers
Inventory and Operating Equipment (Note 9)	\$99,000 to \$220,000	As required	As incurred	Suppliers
Signage (Note 10)	\$25,000 to \$75,000	As required	As incurred	Supplier

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Computer Hardware and Software Systems (Note 11)	\$31,195 to \$87,095	Lump sum or as required	45 days before opening	Us or Supplier
Guest Internet Access System (Note 11)	\$56,000 to \$101,000	Lump sum or as required	45 days before opening	Supplier
Connected Room System (Note 11)	\$20,500 to \$24,500	Lump sum or as required	45 days before opening	Supplier
Delphi Sales and Events System (Note 11)	\$990 to \$18,600	As required	As incurred	Supplier
Required Pre-Opening Training (Note 12)	\$5,000 to \$17,500	As required	As incurred	Us and Suppliers
ADA Consultant Fee (Note 13)	\$2,500 to \$10,000	Lump sum	On request	Supplier
Construction/Renovation Extension Fees (Note 14)	\$0 to \$10,000	Lump sum	On request	Us
Insurance (Note 15)	Varies	As required	As arranged	Agent/Insurer
Organizational Expense (Note 16)	\$50,000 to \$131,300	As agreed	As agreed	Accountant/Attorney
Permits, Licenses and Governmental Fees (Note 17)	\$193,947 to \$280,146	As required	As required	Government Agencies
Miscellaneous Pre-Opening and Project Management Expenses (Note 18)	\$387,894 to \$560,291	As agreed	As incurred	Suppliers
Contingencies (Note 19)	\$1,292,980 to \$1,867,637	As agreed	As incurred	Suppliers
Additional Funds (Note 20)	\$400,000 to \$800,000	As agreed	As incurred	Suppliers
Other Required Pre-opening Services Fees (Note 21)	\$6,000	Lump sum	Before opening	Us
TOTAL (Note 22)	\$17,611,021 to \$25,864,165			
	THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COSTS OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

NOTES

1. See Item 5 for additional information about the Franchise Application Fee. The Franchise Application Fee in the table is calculated based on the room count shown in this table.
2. If you apply to convert an existing hotel to a Brand hotel or apply for a Change of Ownership or Re-licensing, we charge a PIP fee to determine the upgrading requirements for the hotel

3. For all new Brand hotels, we recommend and may require a market study from a nationally recognized independent firm which discusses the competition for your proposed hotel, together with a minimum 5-year operating pro forma from you, based on the market study, showing your anticipated operating results. While we do not require prospective franchisees who are converting existing hotels to obtain a market study, occasionally we may encourage a prospective franchisee to commission a market study to evaluate the economic consequences of Conversion. Our acceptance of the market study with a pro forma is not a financial performance representation on our part or a ratification of the projections performed by the consultant.

4. Before you purchase the land, you should, at a minimum, consider obtaining an environmental assessment to determine the environmental condition of the land. Based on this report, additional investigations and tests may be necessary before you make your purchase decision. Many lenders will require an environmental assessment report before lending purchase money.

5. These estimates do not include the cost of the real property due to wide variations in costs among geographic areas and at different sites. The cost of land for a hotel varies depending on location, size, market prices in the area, accessibility, and special assessments, among other factors. If you are converting an existing hotel that you already own or lease, you may have no additional real property costs.

6. We have estimated these costs based on an 89-room Hampton Inn hotel and a 113-room Hampton Inn & Suites hotel with a mix of 81 rooms and 32 studio suites.

7. These estimates relate to a hotel with the elements we require (food and beverage, recreational, and other facilities as applicable). These estimates do not take into account local requirements such as earthquake requirements or impact fees. Your actual expenditures will depend on many variables, such as the size and location of the real property, the quantity and quality of the items being purchased, the terms on which the purchases are made, and fluctuations in material and labor costs. You may also elect to lease certain items such as the real property. In New Development, building construction costs vary greatly from region to region depending on material and labor costs and other variables. In Conversions, the renovation costs will vary depending on the age of the facility (including code compliance), performance-based requirements (including fire & life safety systems and strategy); the use of the existing facility (an existing hotel or an Adaptive Reuse), the condition of the facility (including the physical integrity of the structure and envelope), and the state of all accoutrements (including the furniture, fixtures, equipment, and finishes) in relationship to conformance with our Brand Standards. You are encouraged to independently investigate, before executing the Franchise Agreement, the cost of all such items as they will specifically affect your investment.

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

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

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

11. You must acquire and install the hardware and software for the required computer systems, including the OnQ system, Guest Internet Access system, the GRO system, Delphi Sales and Events system, Connected Room system, a Digital Floor Plan, and the Digital Key system. The estimated costs to acquire and install each of these systems are shown totaled here together, other than the Guest Internet Access system, the Connected Room system, and the Delphi Sales and Events system, which are listed separately. The amounts shown here may be different than the amounts shown in Item 5 because the amounts shown here also include costs that are payable to third parties. The operating costs during the initial period are included in the Additional Funds line in this table. See Items 5, 6, and 11 for details.

This estimate also includes the installation cost of Opening Roadmap, which is a pre-opening guide for System Hotels. Opening Roadmap costs about \$200 for the necessary vendor software licenses, which is paid to us.

12. We will provide the required training programs required under the terms set forth described in Items 5 and 11 of this Disclosure Document. You are responsible for the costs of training materials, and travel and living expenses while training. We may charge additional training costs based on the number of personnel that require training.

13. If you want to engage in a Permitted Transfer, Conversion, Re-licensing or Change of Ownership Transfer for the hotel, we may require you to complete an independent survey conducted by an ADA consultant to determine the hotel's compliance with the ADA.

14. Your Franchise Agreement contains a deadline by which construction or renovation work must begin. After the expiration of any automatic extensions without a fee, you may request a further extension of this deadline, and must pay the applicable fee if we approve your request.

15. You must maintain the minimum levels and types of insurance specified in the Manual at your expense. This insurance must be with insurers having minimum ratings we specify; name as additional insured the parties we specify in the Manual; and carry the endorsements and notice requirements we specify in the Manual. Insurance premiums vary widely by reason of location, size of hotel and type of coverage purchased and cannot be estimated.

16. Actual cost depends on work done by an accountant and attorney, and standard regional rates.

17. The licenses and permits you must obtain to operate your Hotel vary depending on the state, county or other political subdivision in which the hotel is located.

18. You may incur pre-opening expenses for additional personnel training; sales; administrative and general expenses; project management; technical services; advertising; security deposits, utility deposits, and opening festivities. Because there are so many variables for an existing hotel, we cannot estimate these pre-conversion expenses for a franchisee converting an existing hotel.

19. "Contingencies" means unanticipated construction cost overruns and other unanticipated expenses. Because there are so many variables for an existing hotel, we cannot estimate these pre-

conversion contingencies for a franchisee converting an existing hotel. You should assume it will be at least 10% of construction costs.

20. This estimates your initial operating expenses for 3 months after opening, including payroll costs. These figures are estimates only and you may have additional expenses starting the business. Your costs will depend on such factors as your management decisions, local economic conditions, competition, and how quickly occupancy rates increase after opening.

21. See Item 5 for more information on required pre-opening services fees.

22. In compiling these estimates we relied on Hilton's 60+ years of experience in operating or franchising hotels. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The expenses shown in these charts are for typical New Development and Conversion hotels of the type and size shown. In a Conversion, your costs will depend on the type and condition of your existing hotel, its age, physical structure, and quality of furnishing. Because there are so many variables involving any particular existing hotel, we are unable to provide an estimate of costs.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

General Requirements

All franchisees must build, design, furnish, equip and supply their hotels in accordance with the Standards (as defined in the Franchise Agreement). The Standards are compiled in our standards manual ("Manual"). We regularly review, modify, and implement product and service Standards. We may periodically modify and update Standards to reflect operational requirements, advances in technology, improved methods of manufacture, new materials structures and decor, new products, improved prices and other factors. We currently issue, modify and update specifications in the form of updates to the Manual. We may periodically require you to maintain, replace, modernize, rehabilitate, and/or upgrade your Hotel's fixtures, furnishings, equipment, fittings, signs, computer hardware and software and related equipment, supplies, and other items to meet our then-current Standards. We may utilize specific schedules for this purpose as part of the Standards ("Renovation Schedules"), which we may modify at any time. These Renovation Schedules may be provided to you under our Fixed Renovation Cycle Management ("FRCM") program or any other program in accordance the Standards in the future. You are required to comply with any Renovation Schedule that applies to your Hotel. You are responsible for the costs of complying with any such Renovation Schedule, as well as any other changes that are necessary for your Hotel to remain in compliance with the Standards.

You must comply with our Standards regarding the purchase of products and services for use at and for your Hotel, including furniture, fixtures, equipment, amenities, food and beverages, operating supplies, consumable inventories, merchandise to be used at and/or sold from the Hotel, signs and graphics, uniforms, materials with logos, advertising materials, on-property guest materials, together with our required systems, programs, services, and related computer and technology platforms for property management, inventory management, revenue management, affiliation and distribution programs, frequent customer and loyalty programs, guest assistance, customer satisfaction measurement, online check-in, digital room keys, in-room entertainment and conveniences, internet

access, telecommunications and telephone systems, long distance services, and any and all other systems, programs, products and services used for the operation of the Hotel, including our specifications for all supplies. You must also maintain acceptable product quality ratings at your Hotel and maintain the Hotel in accordance with the Standards. In some cases, we may require you to purchase a particular brand or type of product, fixture, furniture, equipment, or service, but you may purchase it from any authorized source of distribution.

Purchases through Hilton Worldwide and its Affiliates

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

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

We did not sell any goods, services or supplies to our franchisees in 2023. Hilton collects money for the Hilton Honors program for all of our brands, but transmits this money to Hilton Honors Worldwide and we do not record it as revenues. For the fiscal year ended December 31, 2023, Hilton and its other affiliates (including Hilton Honors Worldwide) had revenues from sales of goods, services, computer systems and/or supplies to franchisees of Hilton's subsidiaries of \$1,022,902,170 (for clarity this excludes royalty and program fees, pass-through commissions, and the HSM amounts described below).

Except as discussed below, you may purchase the furniture, fixtures, and equipment ("FF&E") and other supplies for your Hotel from any source as long as the Standards are met. However, we may require you to purchase FF&E and supplies from a supplier approved by us, or we may require you to purchase a particular brand or model of supplies or equipment that is available only from one source, and we may derive profit as a result of those purchases.

HSM, a wholly-owned subsidiary of Hilton, negotiates with third-party manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage supplies, and certain hotel services. You may but are not obligated to purchase specified items from HSM or such third parties, except as described in this Disclosure Document. HSM seeks to negotiate lower prices and preferred terms with manufacturers and suppliers, and then passes these benefits on to franchisees. HSM cannot guarantee that every item sourced under its program will provide a lower cost or better terms than are otherwise available in the market. HSM may negotiate purchase arrangements with manufacturers and suppliers for the benefit of our franchisees, all System Hotels, all Network Hotels, or any subset of each. Occasionally, HSM may negotiate special purchase arrangements with manufacturers and suppliers for franchisees or their management companies that operate multiple hotels. HSM may also permit competitor hotels or their management companies to participate in its purchase arrangements. This is done to help increase HSM's overall purchasing volume and bargaining power.

HSM has various discount agreements with manufacturers and suppliers, under which it receives rebates and allowances based on the total volume or sales purchased from the manufacturer. These fees include sales to franchisees by the manufacturers and in some cases, through suppliers. HSM also receives certain volume and national account marketing allowances from manufacturers in connection with the sale to franchisees of certain items, such as coffee, soft drinks, cleaning compounds, and paper products.

In addition, for 1 of our brands, Tru by Hilton, HSM is an optional approved procurement agency and may receive fees for providing procurement services. For 2 of our other brands, LivSmart Studios by Hilton and Spark by Hilton, HSM is the required procurement service provider.

For the fiscal year ended December 31, 2023, HSM had revenues of \$13,851,033 in rebates and allowances on purchases made by franchisees of all of our brands.

For the fiscal year ended December 31, 2023, HSM had revenues from sales of goods, services and/or supplies to franchisees of all of our brands of \$2,410,325. In addition, HSM receives cash discounts for early payment on orders it places with manufacturers and suppliers to fill purchase orders placed with it by franchisees of all of our brands.

HSM negotiates pricing and purchasing terms with manufacturers and suppliers for the benefit of our System. HSM may receive an administrative fee from manufacturers and suppliers that is between 0.5% and 7% of the purchases made by our franchisees (depending on the specific item). For the fiscal year ended December 31, 2023, HSM had revenues of \$27,328,149 in administrative fees on purchases made by franchisees of all of our brands.

If you want to use a product, or a particular brand or model, that has not been specified as having met our standards, or if you want to purchase from an unapproved supplier an item that must be purchased from an approved supplier, then you can submit a written request for us to approve the product or supplier. We may require certain information or samples which you must provide at your expense. We will review all of the pertinent information. While we have no obligation to respond within a certain timeframe, our review typically takes 60 days to complete. We do not provide any material benefit (such as license renewal or the grant of additional licenses) to a franchisee based on a franchisee's use of designated or pre-approved suppliers (the Franchise Agreement is non-renewable).

We evaluate suppliers based on many factors, including: (i) the quality and cost of the products and/or services; (ii) the supplier's established history in serving the System with products that consistently meet or exceed the standards and specifications as set forth in the Manual; (iii) the level of support and recognition of the supplier by us and our franchisees, as well as the System's demand for those products/services; and (iv) the supplier's ability to service the needs of the System. A portion of the revenues collected from rebates, administration fees and purchasing fees is used to offset the cost of establishing the purchasing programs and supporting the operating expenses of HSM.

Our affiliate, Hilton JV Acquisition LLC, currently holds a non-controlling equity interest in Groups360 LLC ("Groups360"), which is a third-party vendor that provides lead generation, advisory, and marketing services to the hotel industry (including us, our System hotels, and competitors) for group and event business. Groups360 receives fees and commissions for the services it provides. As an equity owner, our affiliate may receive pro-rata share of distributions from Groups360. Neither we nor any of our affiliates receive any other direct or indirect fees, rebates, discounts or other benefits from Groups360 in connection with purchases made by our franchisees.

Signage

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

Reservation Service

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

Business Computer Systems

You must use our required business computer systems, which we may periodically change. Currently, we require you to use OnQ, which connects System Hotels to Hilton's reservation offices and travel planners worldwide. For OnQ you must have certain hardware, software, installation, and support. We also require you to use our required Guest Internet Access System. For Guest Internet Access you must have certain hardware, software, an internet access circuit, and internet service. In addition, you must have our designated GRO System, Delphi system, Connected Room system, a Digital Floor Plan, and Digital Key system that meet our Standards and specifications. All of these components must be acquired from either HSS or preferred providers or may be acquired from other (non-preferred) vendors, depending on the specific product or service and the individual circumstances of your Hotel. We will provide you with our Standards and specifications as appropriate. At certain times there might be only one approved software vendor for certain applications, such as the GRO system and the Delphi system. See Items 5, 6, and 11 for details. In the future, any of the products or services may be manufactured or provided by an approved supplier who is also our client or supplier. See Item 8 above regarding HSS and other affiliate revenues related to the required business computer systems.

Promotional Programs

We may develop promotional programs with third-party companies that feature those companies' branded products or services being offered or used by our System Hotels. By way of example, we have collaborated with Tesla Inc., in connection with our electric vehicle (EV) charging program, and with Mars Petcare and its family of pet care brands in connection with our pet-friendly hotel programs. We may launch, modify, and end any such promotional programs at any time. We may require or permit your Hotel to participate in these promotional programs, which can involve: (1) offering specified promotional program products or services to guests; (2) participating in related marketing efforts; (3) following related operating Standards; (4) purchasing and using certain related equipment and supplies; and (5) paying any fees or costs associated with the promotional programs (if any). We may designate approved suppliers for any such promotional programs or related products and services, and we and our affiliates may receive fees, rebates, and other revenues from your purchases related to these promotional programs as described in this Item 8.

General

Before we permit you to proceed with your plans for construction or remodeling of the hotel, and any time you make changes that affect usability or access to your Hotel, your architect or other applicable certified professional must certify to us that the hotel's plans and specifications comply with all laws related to accessibility for those with disabilities, as further described in the Manual. You may also be required to complete an ADA Survey, in conjunction with an approved ADA consultant and in the form required by us, to determine if the hotel is in compliance with the ADA within 30 days of our request. The process for completing the survey, and other requirements related to it, are in the Manual. If requested, you must arrange for us and/or our affiliates to participate in all progress meetings during

the development and construction of the hotel, to have access to all contract and construction documents for the hotel and to have access to the hotel during reasonable business hours to inspect the hotel and its construction, completion, furnishing and equipment for conformity to the finally-approved construction documents. However, we and our affiliates have no obligation to participate in progress meetings or to inspect the hotel. Our approval is not a representation of the adequacy of the plans and specifications, the structural integrity, or the sufficiency of the mechanical and electrical systems for the hotel. When you begin construction or conversion of the hotel and before your Hotel opens for business, both you and your architect or general contractor must provide us with a certificate stating that the plans and as-built premises comply with all applicable legal requirements relating to accessibility for those with disabilities, as described in the Manual. If the hotel does not comply with the ADA, you must submit a plan to the ADA consultant detailing the plan to bring the hotel into compliance, using the process set out in the Manual. We may choose not to approve your opening if your Hotel is not compliant with the ADA.

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

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

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

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in HITS Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1, 5.1.15 and 5.1.16; Addendum	Not applicable	7 and 11
b. Pre-opening purchases and leases	1, 6.1.2, 6.2, 6.3; Addendum	1.1 and 2.1; Order Doc 1.1 to 1.11 and 4 to 10; Schedule B-1	5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	1, 5.1.17, 6.2, 6.3 and 6.5; Addendum	1.1	5, 6, 7, 8, and 11
d. Initial and ongoing training	4.1, 5.1.5	Order Doc 1.3	5, 6, 11 and 15
e. Opening	1 and 6.4	1.1	7 and 11

Obligation	Section in Franchise Agreement	Section in HITS Agreement	Disclosure Document Item
f. Fees	1, 4.1, 4.3, 4.5, 5.1.20, 5.1.27, 6.3.3, 6.4.2, 6.6.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 12.2.1.2, 12.2.2.1, 12.2.2.3, 12.3.2; Addendum	1.1, 2.2, 4.3; Order Doc 1.4, 1.10, 2.3, 3.1, 4.1 and 4.2; Schedule B-2	5, 6, 7 and 16
g. Compliance with Standards and Manual	1, 4.5, 4.8, 5, 6.1.4, 6.2, 6.6.1, and 7.0	1.1, 2.1; Order Doc 7	8, 11, 13, 14, 15 and 16
h. Trademarks and Proprietary Information	1, 5.1.14 and 9; Addendum	1.1, 2.1, 2.3; Order Doc 7; Schedule A, B-2	13 and 14
i. Restrictions on products and services offered	5.1.17, 5.1.18, 5.1.22, 5.1.23 and 5.1.25	1.1	8 and 16
j. Warranty and customer service requirements	5.1.8, 5.1.20 and 5.1.27	1.1	6, 8 and 16
k. Territorial development and sales quotas	Not applicable	Not applicable	12
l. Ongoing product and service purchases	1, 5.1.3 and 5.1.6	2.1	6 and 8
m. Maintenance, appearance and remodeling requirements	5.1.4 and 6.6	2.1; Order Doc 2, 4.2; Schedule A, B-2; L	8 and 11
n. Insurance	5.1.21	1.1; Schedule B-1	6 and 7
o. Advertising	5.1.7, 5.1.13, 5.1.19 and 5.1.20; Addendum	1.1	6 and 11
p. Indemnification	1 and 14; Guaranty	1.1, 5.4	6
q. Owner's participation, management and staffing	1, 4.3, 5.1.24, 5.1.26, 7.1 and 15.1; Addendum	Not applicable	15
r. Records and reports	10.1 and 10.2; Addendum; Guaranty	1.1; Article 3	Not applicable
s. Inspections and audits	4.5 and 10.3; Addendum	1.1; Article 3	6 and 8
t. Transfer	1 and 12	2.1	17
u. Renewal	Not applicable	Not applicable	17
v. Post-termination obligations	13.6	1.1, 4.2; Schedule B-2	17
w. Non-competition covenants	5.1.28, 7.2 and 7.3	1.1	17
x. Dispute resolution	16.2.1, 16.2.2	1.1; Schedule C-1	17
y. Other: Guaranty of franchisee's obligations	1, 5.1.15, 8.6 and Guaranty	1.1	15
z. Other: Liquidated Damages	6.4.4.1 and 13.4	1.1	17

ITEM 10 FINANCING

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

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

We may, in our sole discretion, offer incentives for new hotels ("Incentives"). An Incentive is a financial contribution that we make to assist with the development or conversion of your Hotel. To receive an Incentive, you and your principals must sign a development incentive note ("Note") in the form attached as Exhibit D-2 when you sign the Franchise Agreement. An Incentive does not have to be repaid, unless the franchise terminates before the end of the Term or a transfer occurs as described below. The Incentive will be disbursed to you within 30 days after the Hotel opens with our consent, as long as: (a) there have been no material adverse changes in the business, legal, litigation, bankruptcy status or finances of you, any guarantors, or the project since we granted approval; (b) you have completed any required PIP; and (c) you have paid the Franchise Application Fee.

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

We generally do not offer any other financing or guarantee any note, lease, or other obligations. However, in unique or rare circumstances we may choose to offer other types of financing such as, for example, a mezzanine loan or a guaranty of your note, lease, or other obligations. In that event, the arrangements we offer would be based on the unique circumstances and financial situation of your Hotel. As a result, we cannot determine in advance the key terms such as, for example, the amount,

term, repayment obligations, interest, fees, costs, penalties, security interests, default provisions, and other conditions or requirements. We also cannot determine in advance the type of documentation that would be required such as, for example, notes, guarantees, security agreements, mortgages, deeds, assignments, equity pledges, credit letters, intercreditor agreements, or other instruments. We do not have sample forms of these types of documents. These documents and each of their terms would be agreed at the time of origination.

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

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

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

Hilton will, at all times acting on our behalf, discharge all of our duties and obligations under Brand franchise agreements governing hotels in the US, including: discharging all of our obligations to franchisees; managing the Brand and the System; marketing, offering and negotiating new franchise agreements (including New Development, Relicensing, and Change of Ownership franchise agreements) as our franchise broker; furnishing assistance to Brand franchisees in the US; implementing our quality assurance programs; and, otherwise on our behalf, discharging all duties we owe under franchise agreements governing Brand hotels in the US.

Hilton or its affiliates employ all the persons who will provide services to you on our behalf under the terms of your Franchise Agreement. If Hilton fails to perform its obligations, then Hilton may be replaced as the franchise service provider. However, as the Franchisor, we will always be responsible for fulfilling all our duties and obligations under your Franchise Agreement.

Pre-Opening Phase Obligations

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

1. We will loan to you a copy of our Manual and/or provide you with electronic access to the Manual on the Hilton Intranet resources library. The Manual is confidential and is the property of our affiliate, Hilton International Holding LLC, a Delaware limited liability company ("HIH") (Franchise Agreement, Section 4.6). References to the Manual include the Standards, which include all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication (Franchise Agreement, Sections 1.0 and 4.6). The Standards do not include any personnel policies or procedures that we may, at our option, make available to you in the Manual or other written communication. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel site. The table of contents of the Manual is attached as Exhibit H.
2. Before you retain or engage an architect, interior designer, general contractor and major subcontractors, we will review your selection, and you must obtain our prior written consent (Franchise Agreement, Section 6.1.1).

3. We will review the plans, layouts and specifications, drawings and designs for constructing and furnishing your Hotel, including guest room areas, and grant or deny approval, which may be conditioned on your architect or other certified professional certifying to us that the Plans comply with all laws related to accessibility for those with disabilities. You may not start construction until you receive our approval. Once you receive our approval, you may not make any changes to the plans without our advance consent (Franchise Agreement, Sections 6.1.2, 6.1.3 and 6.1.4).
4. We will review and approve or disapprove your proposed management of the hotel. (Franchise Agreement, Section 7.0). In evaluating the proposed management, we look at the proposed management organizational structure, prior experience and performance in managing similar first-class, focused-service hotels, as well as other relevant factors. If we do not approve your proposed management, then we will require you to hire a professional hotel management company satisfactory to us to manage the hotel for at least the first year of operations. At the end of the year, if you request it, we will reevaluate this requirement.
5. We will provide you with the HITS Agreement (which will be countersigned by HSS) before you open your Hotel. The HITS Agreement governs your access to and use of OnQ, Hilton's proprietary computerized business system which is an integral part of the System we license to you (see Computer System below). The HITS Agreement also governs the installation and on-going support and maintenance of your Guest Internet Access service (HITS Agreement, Exhibit G).
6. We will make available to you for use in your Hotel various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we or Hilton may have and which we make available to other Brand franchisees (Franchise Agreement, Section 4.7).
7. We will specify required and optional training programs. (Franchise Agreement, Section 4.1). You must pay a fee for these programs and the training materials. You must also pay for travel, lodging and other expenses associated with training (see Training below).

We are not obligated to assist you with locating, purchasing or leasing a site for your Hotel.

Computer System

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

The OnQ System

OnQ Hardware and Software. You must use authorized hardware and the required software for the OnQ system. You may acquire the authorized hardware from HSS or its preferred providers, or you may purchase or lease it through other third-party providers. If you acquire the hardware from another (non-preferred) third party, you must also pay HSS for its reasonable expenses in determining that it conforms to our specifications. You must also pay for all necessary communications vehicles for OnQ (wide area network connections, electronic mail, and Internet connections), along with the installation and configuration costs, and travel and other expenses of the employees and vendors who perform the installation and configuration services.

The property management system component within the OnQ system is called the Hilton Property Management System ("HPMS"). You are required to license the HPMS software from our affiliate, HSS. HSS is the only supplier of the HPMS software because of its proprietary nature. We are not able to determine a separate market price because there is no third-party market for this product in its entirety. You must pay for the reasonable travel and other expenses of HSS employees and vendors who install and maintain the software. If you purchase the standard hardware and software from HSS, we estimate it will cost between \$24,795 and \$82,865. This includes hardware, software, installation and certain other costs and fees, and is based on the size of the hotel and number of workstations. These fees are not refundable.

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

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

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

Hardware and Software Maintenance and Support. HSS provides maintenance upgrades on HPMS software. In addition, you must sign a hardware maintenance contract for OnQ hardware and you must pay the first month's fee within 30 days after shipment of the hardware. The cost varies based on the size of the hotel and number of workstations. Currently, we estimate these fees will range between \$800 to \$1,950 per month (\$9,600 and \$23,400 per year). These fees are not refundable (see HITS Agreement, Schedule B-2).

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

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

Guest Internet Access System

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

Guest Internet Access Hardware and Software. The hardware and software for Guest Internet Access will be provided by, installed by, and maintained by our preferred providers. In addition to the hardware and software costs, you must pay for all necessary communication vehicles (phone lines, network connections), installation and configuration costs, and travel and other expenses of the vendors who perform the installation and configuration services. We estimate that it will cost between \$45,000 and \$71,000 for an 89-room hotel, and between \$56,000 and \$101,000 for a 113-room hotel for Guest Internet Access hardware, software, installation, and certain other costs and fees, excluding taxes or structured cable and cabling installation.

Guest Internet Access Circuit. You must install a Guest Internet Access circuit that meets our specifications and pay for the ongoing cost of using the circuit from a preferred provider. You must arrange for procurement of the monthly service for the required connection locally. The cost will depend on the circuit size, type, and the physical location of your Hotel. Currently, we estimate that these together will cost between \$921 and \$1,665 per month (\$11,052 and \$19,980 per year) for an 89-room hotel, and between \$921 and \$1,665 per month (\$11,052 and \$19,800 per year) for a 113-room hotel. These fees are normally not refundable.

Guest Internet Access Service. You must also arrange and pay for the ongoing Guest Internet Access service. You must purchase this service from a preferred provider. The cost will depend on your Hotel’s size and number of meeting rooms. Currently, we estimate that it will cost between \$240 and \$720 per month (\$2,880 to \$8,640 per year) for an 89-room hotel, and between \$240 and \$720 per month (\$2,880 to \$8,640 per year) for a 113-room hotel. This estimate includes the monthly service for the 24x7 call center support and equipment break-fix maintenance. Your costs will depend on your Hotel’s size and number of meeting rooms. These fees are normally not refundable.

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

GRO System

You must install our required Global Revenue Optimization (“GRO”) system. The GRO system is an online application that utilizes third-party software to provide pricing recommendations for your Hotel based on robust data analytics and forecasting. The GRO system integrates with the OnQ system for ease of operation. You are not required to adopt the pricing recommendations provided by GRO. Currently, the GRO system is based on a solution provided by Integrated Decisions and Systems, Inc. (“IDeaS”), which provides maintenance and customer support services for the application. We may provide additional support. There are no other approved vendors at this time. We are not obligated to provide any maintenance or updates for the GRO system. The system is updated and maintained centrally by IDeaS. We will have independent access to your Hotel’s information stored in this system. There are no contractual limitations on our right to access this information. You must pay for a portion of the installation costs of the GRO system at your Hotel, which is currently about \$3,400.

Connected Room System

We may require you to install our “Connected Room” system, which enables streaming media and permits guests to use their smart phones and other personal mobile devices to control their guest room television and other conveniences such as lighting and temperature using the Hilton Honors App. This system requires a control module that is connected to each in-room television along with certain electrical fixtures such as light switches and thermostats, which you must purchase from us or our approved vendors. The cost of this system is currently between \$20,500 and \$24,500, and the cost of the electrical fixtures is competitive with equivalent standard fixtures. The initial installation costs are paid to the vendor before opening. You must also have maintenance and support from us or an approved vendor, which is paid to us and currently costs between \$390 and \$490 per month (\$4,680 to 5,880 per year). The Connected Room system is not part of the OnQ system but the total estimated cost per hotel is included within the total estimated cost ranges for the OnQ Hardware, Software, and Maintenance costs shown above (and in Items 5, 6 and 7 respectively). These costs are normally not refundable.

Delphi System

You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality, in a configuration we approve. The set-up costs of this system are between \$990 and \$18,600. Additional set-up costs may apply, depending on the implementation approach you choose and the specific needs of your Hotel. You will pay the set-up costs to the vendor directly. You must also pay annual license fees and maintenance costs of \$858 per user per year. You will pay all Delphi system fees to HSS, which are passed through to the vendor. The optional on-property license fee includes a 10% mark-up, which we keep to help cover our costs in developing and maintaining the Delphi system for Network Hotels. Depending on your Hotel’s technology configuration, you may be required to utilize the MeetingBroker lead distribution platform, which integrates with Delphi.fdc and other group booking systems. MeetingBroker is also powered by Amadeus Hospitality. There are no separate fees for the MeetingBroker lead distribution platform, although you may be required to sign a separate license agreement with Amadeus Hospitality to use it. We are not obligated to provide any maintenance or updates for them. You must maintain and update the system at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. We will have independent access to your Hotel’s event sales information stored in these systems (including accounts, inventory, bookings and other data). There are no contractual limitations on our right to access this information.

Digital Floor Plan

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

Digital Key

You must use our Digital Key system, which enables hotel guests to open their guest room doors wirelessly (without a physical door key) through the Hilton Honors App. This effectively allows guests to use their mobile phone as their room key. There is no separate charge for the Digital Key system. The software for the system is within the OnQ system described above, and the hardware consists of electronic door locksets and a programming device which are included in the construction cost estimates in Item 7 above.

Other Business Systems

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

Training

We offer required training courses to those affiliated with the System for orientation and as part of the certification process. Our training is designed for and based on the specific business and operational functions of Brand Hotels. The personnel you designate to fulfill these business and operational functions must complete the required training to our satisfaction. If you hire replacement personnel for any of these roles or functions, the replacements must successfully complete the appropriate training programs.

When we provide training, we provide the training content that we deem necessary and appropriate for the business and operational functions of the Hotel so that it may operate in accordance with our Standards. At all times under the Franchise Agreement you are an independent contractor and an independent employer, and we will not direct or supervise your personnel, or have, retain, reserve, or exercise any control over your (or your Management Company's) personnel or personnel policies or procedures in any manner.

The following table describes our training program as of the Issuance Date of this Disclosure Document. We may modify our training requirements over time. The subject matter, time required, locations, and costs are subject to change. In this table the term "virtual" means an internet-based class with a live instructor, and "online" means an internet-based class that does not have a live instructor. Both virtual and online training courses are considered equivalent to classroom training. These courses may be provided by us or our designated third-party vendors.

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

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Brand Conference (Note 1)	Varies	0	Varies
General Manager, Commercial and Sales Leader Training (Note 2)	Up to 18	0	Virtual
Hilton Property Management System (HPMS) Training (Note 3)	1-5	0	Online
OnQ Rate & Inventory and GRO Training (Note 4)	5	0	Online
Hilton Honors Training (Note 5)	1	1	Online or On-Site
Hilton Core Sales Skills (Note 6)	24	0	Virtual
ADA Training (Note 7)	Varies	0	Online
Annual Compliance Training (Note 8)	2-3	0	Online or On-site
Pre-Opening Training Resources (Note 9)	Varies	0	On-site
Owner Orientation (Note 10)	16	0	Virtual
New to Hospitality Owner Education (Note 11)	20	0	Virtual
Welcome to Hampton Training (Note 12)	10-17	0	On-site

NOTES

1. **Brand Conference.** We require participation by your general manager and director of sales (or equivalent) in an annual Brand or regional conference. Conference program fees and expenses are not refundable. The conference may be held at various hotel locations. Currently, the cost is \$2,500 per attendee.

2. **General Manager, Commercial and Sales Leader Training.** Your general manager and other commercial leaders must complete this virtual learning program within 90 days of their start date. This training is required for all new general managers and commercial leaders, and those who have been away from the Brand or the role for more than 24 months. When a qualified general manager or commercial leader leaves the role, you must have a replacement person (even if temporary) complete the training so that your Hotel does not have more than 90 days without a qualified person overseeing the function. The specific curriculum of this training and the attendant cost may vary based on the trainee’s experience in the role. Currently, the cost is up to \$1,200.

3. **Hilton Property Management System (HPMS) Training.** Before the opening of your Hotel, all Hotel staff that will be utilizing HPMS must first complete their respective training based on their role. This training is mandatory for all personnel working in the designated subject areas. We will verify that all front desk staff and management have successfully completed training. If your staff have not completed the required training, the opening of your Hotel may be delayed. Currently, there is no separate fee for this training.
4. **OnQ Rate & Inventory and GRO Training.** Before your Hotel opens, all staff that will be utilizing the OnQ Rate and Inventory Management component must complete their respective self-paced web-based training and obtain a certificate of completion. We will verify that all reservations and revenue management staff have successfully completed training and have passed a certification test by at least a minimum score of 80%. Up to 3 of your management staff must be certified, based on the number of rooms. If your staff does not attain the minimum score, the opening of your Hotel may be delayed. Currently there is no separate fee for this training.
5. **Hilton Honors Training.** The Hilton Honors Training is online through Hilton University. This training program is mandatory for all management personnel in key functions and applicable front office personnel and must be completed before the Hotel opens, or is converted, or within 14 to 45 days of their start date, depending on job position. Currently, there is no separate fee for this training.
6. **Hilton Core Sales Skills.** All designated commercial leaders and sales staff must successfully complete this certification program within 90 days of their start date. This program teaches Hilton's sales process and reinforces critical consultative selling skills. Attendees must complete the applicable track to complete the certification: The "Foundations" track is for attendees with less than 2 years of experience. It consists of a 6-week blended learning program. The "Accelerated" track is for attendees with 2 or more years of experience. It consists of a 2-week blended learning program. Currently, the cost is up to \$600 per attendee.
7. **ADA Training.** If you engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer for the Hotel, we may require you or personnel you designate to attend an online training in order to complete an independent survey conducted by an ADA consultant to determine the Hotel's compliance with the ADA. Currently, there is no separate fee for this training.
8. **Annual Compliance Training.** Your Hotel must meet annual compliance training requirements. Topics may include diversity and inclusion, unconscious bias, harassment prevention, human trafficking prevention, disability awareness, cyber security, and health and safety. For cyber security, disability awareness, human trafficking prevention, diversity and inclusion, and unconscious bias, we offer training at no cost. Alternatively, you may choose to obtain this training from a vendor of your choice, in which case the cost would be agreed between you and the vendor. For the compliance topics of harassment prevention and health and safety, we do not offer training, but will provide vendor recommendations upon request. We estimate vendor fees would typically cost \$25 to \$50 per person, per topic, for this training.
9. **Pre-Opening Training Resources.** Your Hotel is provided unlimited access to brand hospitality tools and resources including intro webinars and team member workshops. Currently there is no separate fee for this training.
10. **Owner Orientation.** Owner orientation is required for all franchisees or management company representatives who are new to the Hilton Worldwide Brands 12-18 months before the opening of your Hotel. Either you or the person you designate to supervise your general manager must attend. If a Change of Ownership takes place and the transferee is a first-time Brand franchisee, they must attend

this program within 180 days of the date of the transfer. Currently, there is no separate fee for this program.

11. **New to Hospitality Owner Education.** This portfolio of classes is a virtual learning program for franchisees that do not have prior hospitality or comparable brand experience. This training must be taken before opening or within 90 days after a Change of Ownership. We encourage you to complete this training before Owner Orientation. This program will provide baseline industry knowledge, best practices, and help build competencies in hospitality foundations including revenue management, asset management, sales generation, and talent management. This training is provided by a vendor we select. Currently, all fees are paid directly to the vendor. At least 1 person in your organization must successfully complete this training. Currently, the cost for this program is up to \$2,500 per participant.

12. **Welcome to Hampton Training.** All new personnel must complete this training within 14 days of their start date, except the learning map which is required within 90 days of their start date. This training program may be updated as necessary and your employees may be required to complete training on the updated material as appropriate. Topics covered include: our Brand story, welcome to Hampton, 100% Hampton Guarantee, and learning map. Currently there is no separate fee for this training.

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

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

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

Operational Phase Services

During the operation of the franchised business, we will:

1. Periodically publish (either in hard copy or electronic form or both) and make available to the traveling public a directory that includes System Hotels, including your Hotel. Additionally, we will include the Hotel, or cause the Hotel to be included, where applicable, in advertising of System Hotels and in international, national and regional marketing programs offered by us, subject to and in accordance with our general practice for System Hotels (Franchise Agreement, Section 4.4).
2. Afford you access to the Reservation Service on the same basis as other System Hotels, as long as you are in full compliance with the obligations set forth in the Franchise Agreement, including all Standards set forth in the Manual. Our Reservation Service currently connects System Hotels to our global reservations database and global distribution systems. (Franchise Agreement, Section 4.2). However, if your Hotel is in default we may suspend our obligations to you under the Franchise Agreement, including removing the listing of your Hotel from any

directories we publish and from any advertising we publish, assessing any applicable non-compliance fee, and/or suspending or removing your Hotel from the Reservations Service. (Franchise Agreement, Section 13.3).

3. Administer a quality assurance program for the System that may include conducting periodic inspections of the hotel and guest satisfaction surveys and audits to ensure compliance with System Standards (Franchise Agreement, Section 4.5).

As of the date of this Disclosure Document we are considering making adjustments to our existing quality assurance program, which we may implement this year. Such adjustments may include fee increases and/or new or additional charges as described in Item 6. Our quality assurance program fees and charges are intended to recoup our costs as well as losses incurred in connection with damage done to the Brand's reputation and goodwill as a result of quality and service failures at Brand hotels. Accordingly, any amounts collected in excess of our costs will be used to supplement the Monthly Program Fee for the benefit of the System as described below.

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

Advertising

We are not required to engage in or maintain any particular advertising program apart from our general obligations to periodically publish and make available to the traveling public a directory of all System Hotels (including your Hotel), to include your Hotel in national or regional group advertising of System Hotels, and to include your Hotel in international, national and regional market programs. (Franchise Agreement, Section 4.4). Most advertising is placed on the internet, as well as in traditional media (such as TV, radio, newspaper, magazine, and direct email), generally with national coverage. The source of our advertising is our in-house marketing department, advertising agencies, and other external vendors.

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

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

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

We may suggest room rates and pricing policies to the extent allowed by law. You will determine the room rates and the prices of the services and amenities that you offer to guests, except that we may establish maximum rates and prices for marketing and promotions if permitted by law. For the efficiency and consistency of our distribution programs, and to enable us to operate certain marketing and promotions (such as our Price Match Guarantee), we may also require that the rates and prices you advertise through certain distribution channels be the same as or better than the rates and prices you advertise through other distribution channels as permitted by law.

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

We may occasionally create marketing programs for specific promotional purposes that include only certain hotels. These programs may focus on a geographic location, particular types of hotels, or other criteria. For example, we may develop a marketing campaign that promotes hotels in a specific tourist destination. For these programs, we decide which hotels to include and the nature and method of the marketing under our general marketing policies and practices for System Hotels. If your Hotel is selected for such a program, your participation may be required but there would be no fee for participating. As described in Item 8, we may also occasionally develop promotional programs with other companies that feature those companies' branded products or services used or offered by our System Hotels. We may require or permit your Hotel to participate in those promotional programs in accordance with the Standards.

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

We may enter into certain types of distribution, marketing, and/or loyalty relationships ("Strategic Partnerships") with third-party companies or vendors ("Strategic Partners") under which guests can make reservations and purchases through our Reservation Service and distribution system, and Hilton Honors members may receive benefits at such businesses. We currently have Strategic Partnerships in place with Small Luxury Hotels of the World LTD (SLH) and Prospect Hotel Management, LLC (Autocamp.com). We may enter into additional Strategic Partnerships in the future. See Item 12 for details.

You are not required to participate in any marketing cooperative. We may occasionally develop local marketing programs that operate like cooperatives in that they may consist of a group of franchisees that pool their resources and actively work together on local marketing efforts. However, these

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

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

Web Sites

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

the right to withhold our approval, withdraw any prior approval, and to modify our requirements at any time.

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

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

Advance Purchase Program

Hilton's Advance Purchase Program provides guests with the ability to pay for hotel reservations in advance in exchange for receiving a discounted room rate. You may but are not required to participate in this optional program. Currently, we charge a fee of 3.5% of the advance payments received. Guests typically make advance payments using their credit or debit cards. In 2024, we will begin rolling out an enhancement to this program that will permit guests to make payments with certain third-party digital payment apps and online services such as Google Pay and Apple Pay. The third-party apps/payment providers may change over time. If you choose to participate in the Advance Purchase Program you will be required to offer digital payments as an option to your guests. You must also open a merchant account and sign a Licensee Merchant Agreement with a third-party vendor called Adyen N.V. ("Adyen") and a Refund Authorization with us. Adyen provides electronic payment processing services for this program. You do not have to pay any additional fees to us or to Adyen to enroll in the digital payments option. However, Adyen may charge certain transaction, processing, or service fees that apply to your account. If you wish to participate in the Advance Purchase Program, we will provide complete details on request. We may make this program or some of its components mandatory in the future.

Time Frame for Opening the Hotel

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

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

ITEM 12 TERRITORY

We grant franchisees a non-exclusive license to use the System during the term of the Franchise Agreement to operate a franchised hotel at a specified location. There are no provisions in the standard Franchise Agreement granting franchisees a protected area or territory. You will not receive an exclusive territory. You may face competition from other franchisees, from hotels that our affiliates own, or from other channels of distribution or competitive brands that we control. The standard Franchise Agreement permits us to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, a competitive brand, or otherwise. We and our affiliates have the right to engage in any Other Businesses, even if they compete with the hotel, the System, or the Brand, and whether we or our affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses. We may also: (a) modify the System by adding, altering, or deleting elements of the System; (b) use or license to others all or part of the System; (c) use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and (d) use the System, the Brand and the Marks in the Other Businesses. You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including, but not limited to, liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty. "Other Businesses" means any business activity we or our affiliates engage in, other than the licensing of your Hotel.

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

1. **Restricted Area.** The boundaries of the Restricted Area will normally depend on the relevant market in the immediate area and competitive circumstances in the relevant market when you sign the Franchise Agreement. The boundaries will vary in size and shape from hotel to hotel. Boundaries will not be delineated according to any standard formula, but may be delineated in various ways, including references to cities, metropolitan areas, counties or other political subdivisions, references to streets or highways, or references to an area encompassed within a radius of specified distance from the front door of the hotel.
2. **Restricted Area Provision.** The Restricted Area Provision will typically restrict us and our affiliates from operating, or authorizing someone else to operate, another Brand hotel during the Restrictive Period and within the Restricted Area (except as described in Paragraph 3 below). In the Restricted Area Provision, the term 'Brand' means the name used to identify the chain of hotels operated under the same Chain Code and Standards. For purposes of the Restricted Area Provision only, the Brand will also include all hotels and motels under the "Hampton," "Hampton Inn" and "Hampton Inn & Suites" brands. But it will exclude any other brands or product lines containing "Hampton" in the name. It will also exclude Hilton Worldwide Holdings Inc., its affiliates, and other chains of hotels that include the word "Hilton" as part of their brand name (such as "Hilton Garden Inn," "DoubleTree by Hilton" or "Homewood Suites by Hilton").

3. **Exclusions from the Restricted Area Provision:** The Restricted Area Provision will generally not apply to: (a) any hotel or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date, or any hotel located or to be located within the Restricted Area that replaces such hotel under the Brand; (b) hotels or motels under brands other than the Brand; (c) hotels or motels that will not begin operating under the Brand until after the expiration of the Restrictive Period; (d) gaming-oriented hotels or facilities using the Brand; (e) shared ownership properties (commonly known as “vacation ownership” or “time share ownership” or similar real estate properties) under the Brand; and (f) any hotels, motels, or inns that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name.
4. **Restrictive Period.** The Restrictive Period will normally be for an agreed-on time period. Generally, this period will be shorter than the term of the Franchise Agreement, usually tied to a specified number of years from the date your Franchise Application was approved. In some cases, the Restrictive Period may reduce in geographic scope after an agreed-on time period. The continuation of the Restrictive Period will not depend on your achieving any particular sales volume or market penetration. An increase in population in the Restricted Area will not affect it and there are no other circumstances when your Restricted Area may be altered. Historically, we have extended the Restrictive Period for the full term of the Franchise Agreement; however, we do not intend to do so in the future. Those restrictions as to entities other than us may lapse if the Brand is no longer affiliated with Hilton Worldwide.

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

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

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

We may enter into certain types of distribution, marketing, and/or loyalty relationships (“Strategic Partnerships”) with third-party companies or vendors (“Strategic Partners”) under which guests can make reservations and purchases through our Reservation Service and distribution system, and Hilton Honors members may receive benefits at such businesses. These Strategic Partnerships are “Other Businesses” under the Franchise Agreement. Strategic Partners are not Hilton Worldwide Brands. Strategic Partners are not our corporate affiliates, and do not offer franchises or management agreements for any of the Hilton Worldwide Brands. We may enter into, terminate, or modify any Strategic Partnership anywhere, at any time, in our discretion. Strategic Partners’ businesses may be

located in and near your area, including within your Restricted Area (if any). Your Hotel may compete with any hotels, motels, inns, campsites, other lodging facilities or accommodations, as well as any tours, excursions, or other customer experiences, products, or services offered by our Strategic Partners or through any of our Strategic Partnerships anywhere, at any time, other than as provided in your Restricted Area Provision (if any).

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

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

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

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

ITEM 13 TRADEMARKS

Trademark Use: Your Rights

We grant you a limited, nonexclusive right to use our System in the operation of a hotel at a specified location under the licensed trademark "Hampton " ("Principal Mark"). As used in the Franchise Agreement and this Disclosure Document, the System includes the Marks. The Marks include the Principal Mark and all other service marks, copyrights, trademarks, logos, insignia, emblems, symbols, and designs (whether registered or unregistered), slogans, distinguishing characteristics, trade names,

domain names, and all other marks or characteristics associated or used with or in connection with the System, and similar intellectual property rights, that we designate to be used in the System.

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

Mark	Registration Number	Registration Date
Hampton (words)	2482431	August 28, 2001
Hampton Inn (words)	1305512	November 13, 1984
Hampton Inn (logo)	1343583	June 18, 1985
Hampton Inn (logo lined for color)	1343584	June 18, 1985
Hampton Inn & Suites (chevron logo)	2994884	September 13, 2005
Hampton Inn & Suites (words)	1935900	November 14, 1995
Hampton Inn & Suites (logo)	2079257	July 15, 1997

HIH has also applied for registration on the principal register of the United States Patent and Trademark Office for the following Mark:

Mark	Application Number	Application Date
Hampton by Hilton (logo)	98180773	September 14, 2023

We entered into a license agreement with HIH which grants us the right to use the Marks in connection with the System in the US. The term of the license agreement between us and HIH continues indefinitely so long as each party continues to be an affiliate of Hilton Worldwide. HIH has certain enforcement rights if we default under the license agreement, including the right to terminate the license agreement if we fail to cure a default within the time period specified in the license agreement. These enforcement rights or any other rights of HIH to terminate the license agreement will not affect your right to use the Marks licensed to you under the Franchise Agreement as long as you are in good standing under the Franchise Agreement.

In the future, HIH may transfer the Marks or licenses related to the Marks to other affiliates in connection with changes to Hilton Worldwide’s subsidiaries or for administrative purposes periodically. If that occurs, we will continue to have a license to use the Marks in connection with the System in our franchise business, and your license to use the Marks will not be disturbed. The Franchise Agreement does not grant you the right to use any other marks owned by our affiliates.

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

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

Under the Franchise Agreement, you acknowledge and agree that you are not acquiring the right to use any service marks, copyrights, trademarks, logos, designs, insignia, emblems, symbols, designs,

slogans, distinguishing characteristics, trade names, domain names or other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

Use of the Marks: Your Duties

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

You must operate under and prominently display the Marks in your Hotel. You may not adopt any other brands in operating your Hotel that we do not approve. You also may not use any of the Marks, or the words “Hampton,” “Hampton Inn,” “Hampton Inn & Suites,” “Hampton Inn by Hilton,” “Hampton Inn & Suites by Hilton” or any similar word(s) or acronyms: (a) in your corporate, partnership, business or trade; (b) any Internet-related name (including a domain name); or (c) any business operated separate from your Hotel, including the name or identity of developments adjacent to or associated with your Hotel, without our prior written consent or as provided in the Franchise Agreement or the Manual.. Any unauthorized use of the Marks will be an infringement of our rights and a material breach of the Franchise Agreement.

Agreements, Proceedings, Litigation and Infringing Uses

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

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

Our affiliate owns the copyrights for building plans. The building plans for Hampton Inn hotels were registered with the United States Copyright Office on May 9, 1984, under registration numbers VA 60634 and VA 60635. These copyrights expire on December 31, 2059, and are not renewable. The

Hampton Inn & Suites building plans were registered at the United States Copyright Office on May 9, 1994, under registration number VAU 313-183. This copyright expires on December 31, 2069, and is not renewable. We have the right to use, and grant our franchisees rights to use, these copyrighted plans to construct Hampton Brand hotels.

Neither we nor our affiliate HIH own any rights in or licenses to any patents nor have any pending patent applications material to our franchise business. HIH's proprietary information, which has been licensed to us, consists of the Manual and all other information or materials concerning the methods, techniques, plans, specifications, procedures, information, systems and knowledge of and experience in the development, operation, marketing and licensing of the System ("Proprietary Information"). You must treat the Proprietary Information as confidential. You must adopt and implement all reasonable procedures we may periodically establish to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to your employees and the use of non-disclosure and non-competition clauses in agreements with your employees, agents and independent contractors who have access to the Proprietary Information.

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

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

There are no agreements currently in effect which significantly limit your right to use any of HIH's registered or claimed copyrighted materials. Also, there are no currently effective determinations of the US Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of HIH's registered or claimed copyrights discussed above. Finally, as of the issuance date of this Disclosure Document, neither we nor HIH are aware of any infringing uses of or superior prior rights to any of HIH's claimed copyrights which could materially affect your use of them.

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

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

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

All information that we provide to you, including but not limited to Personal Information, for your use in connection with operating the Hotel during the Term is our property. You may not use any such information after the Term, except as expressly permitted by us in writing in the Standards or otherwise. All information we obtain from you or about your Hotel or its guests or prospective guests under the Franchise Agreement or any related agreement (including agreements relating to the computerized reservation, revenue management, property management, and other system(s) we provide or require), or otherwise related to your Hotel ("Information"), and all revenues we derive from the Information will also be our property (except for Information you provide with respect to yourself and any affiliates, including your or your affiliates' respective officers, directors, shareholders, partners or members), which we may use for any reason as we consider necessary or appropriate, in our judgment, including making financial performance representations in our Franchise Disclosure Documents. At your own risk you may use Information that you acquire from third parties in operating your Hotel, such as customer data (but not including any such information obtained in connection with guest reservations or any loyalty or frequent guest program operated by us or our Affiliates), at any time during or after the Term to the extent lawful and, but only in connection with operating your Hotel.

You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to your Hotel ("Privacy Laws"). In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, customer relationships and Privacy Laws.

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

You must provide qualified and experienced management for the operation of your Hotel. To fulfill this responsibility, your Hotel must be operated either by you or a third-party management company ("Management Company") that we have approved. No other person or entity may operate the Hotel.

We will only grant approval when we consider you or your proposed Management Company to be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company that, in our reasonable business judgment, is inexperienced or unqualified in managerial skills or operating capacity or capability, or is unable to adhere fully to the obligations and requirements of the Franchise Agreement.

If you wish to manage your Hotel directly, you must have our prior written approval and successfully complete our training program, unless we waive this requirement. If we determine that you are not qualified to operate the Hotel, at any time, we may require you to retain a Management Company that is acceptable to us to manage the Hotel.

If you wish to hire or are required to hire a Management Company to manage your Hotel, you must obtain our prior written approval. Your Management Company must have the authority to perform all of your obligations under the Franchise Agreement, including all indemnity and insurance obligations. After we approve the Management Company, we can require the general manager and other personnel, such as the director of sales, to attend training programs that pertain to the operational functions of the Hotel related to those roles as are necessary to meet our Brand Standards. If your Management Company resigns or is terminated by you, or otherwise becomes unsuitable or unqualified to operate

the Hotel as determined by us, in our sole judgment, you must retain a new Management Company that is acceptable to us within 90 days.

You are solely responsible for the management and operation of your Hotel at all times, regardless of whether you are an individual, corporation, limited liability company, partnership or other entity. Your engagement of a Management Company does not reduce your obligations under the Franchise Agreement. We may communicate directly with your managers and Management Company at the Hotel, and we have the right to rely on their communications to us as being on made your behalf.

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

In addition, you may not be a Competitor (defined below) and we reserve the right to not approve a Competitor, or any entity that is the exclusive manager for a Competitor through itself or an affiliate, to manage your Hotel. If your Management Company becomes a Competitor, you will have 90 days to retain a qualified substitute Management Company that we approve.

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

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

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

policies regarding suppliers from whom you purchase supplies. High standards are the essence of the System we license to you.

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

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

We may require your Hotel to offer products, services, and amenities such as restaurants, lounges, recreational facilities (swimming pool, whirlpool, exercise room, sauna, etc.), meeting and function space, gift shops and other concessions, parking facilities, guest laundry, and housekeeping services. As described in Item 8, we may develop promotional programs with third-party companies that feature those companies' branded products or services, and we may require or permit your Hotel to participate in those promotional programs. We may also require or permit your Hotel to accept guests with pets, and provide amenities, products, or services related to those pets. The types and quality of the products, services, and amenities that your Hotel offers, and any related charges that you assess guests, must comply with our Standards.

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

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

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

You must participate in, and pay all charges related to, all guest frequency programs we or Hilton require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest

program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. You may not charge any Mandatory Guest Fee without our consent, in accordance with the Standards and subject to our requirements granting such consent.

We periodically adopt programs whereby our Systems and the systems of our affiliates, promote each other. Currently, under a program we refer to as “cross-selling,” if a customer calls our Reservations Service Center and we are unable to find suitable accommodations in any hotel in the System (and the customer would otherwise terminate the phone call), we will try to find suitable accommodations with System Hotels (or that of our affiliate). We may implement a common platform for the reservation programs of our various hotel systems, so that we can cross-sell the hotels of all our systems (and those of our affiliates).

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

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

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

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

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
a. Length of the franchise term	FA §3, Addendum	New Construction: Generally, at midnight on the last day of the month 22 years after the Effective Date.
		Conversion: Generally, at midnight on the last day of the month 10 to 20 years after the Opening Date.

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

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
	HITS Agreement 4.1	Except as described above, we can terminate only if you fail to satisfy any obligations under the HITS Agreement. Termination of the Franchise Agreement also terminates the HITS Agreement.
g. "Cause" defined – defaults which can be cured	FA§8.6 and §13.1	We may terminate the Franchise Agreement by written notice to you at any time before its expiration on any of the following grounds: (1) you fail to pay us any sums due and owing to us or our Affiliates or to pay or fund any amounts due under any of Your Hotel Agreements within the cure period in the notice (at least 10 days); (2) you fail to commence or complete the Hotel Work by the applicable deadline, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period in the notice (at least 10 days); (3) you do not purchase or maintain required insurance or do not reimburse us for our purchase of insurance on your behalf within the cure period in the notice (at least 10 days); or (4) you fail to comply with any provision of the Franchise Agreement, the Manual, or any Standard that can be cured (see subsection h. below) and do not cure that default within the cure period in the notice (at least 30 days). If we send you a written notice that you are in default for failing to pay or fund amounts due, we may require an acceptable third-party guaranty as a condition of curing the default.
	FA §13.3	If we send you a written notice that you are in default, we may elect to impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or our Affiliates' obligations under Your Hotel Agreements. We may: (1) suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us; (2) remove the listing of the Hotel from any directories or advertising we publish; (3) divert reservations previously made for the Hotel to other System Hotels or Network Hotels; (4) disable all or any part of the software provided to you under Your Hotel Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Hotel Agreements; (5) charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards; (6) revoke any financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps or fee waivers that we have granted and charge you the then-current standard fee or charge that would have otherwise applied absent the temporary financial accommodation.
	HITS Agreement 4.1	We can terminate if you (1) fail to pay us sums due and fail to cure your default within 10 days; (2) you breach your obligations of confidentiality; (3) you fail to timely refresh the Authorized Equipment; or (4) you default under any other provision of the HITS Agreement and fail to cure your default within 30 days after notice from us. The HITS Agreement will automatically terminate on the termination or expiration of your

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
		Franchise Agreement.
h. "Cause" defined – non-curable defaults	FA §13.2	We may terminate the Franchise Agreement immediately on notice to you, without giving you any opportunity to cure the default if:
	FA §13.2 (1)	after curing any material breach, you engage in the same non-compliance within any consecutive 24-month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;
	FA §13.2 (2)	we send you 3 notices of material default in any 12-month period, regardless of whether the defaults have been cured;
	FA §13.2 (3)	you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;
	FA §13.2 (4)	you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the hotel under any law; or you have an order entered against you appointing a receiver for the hotel or a substantial part of your or the hotel’s assets;
	FA §13.2 (5)	you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;
	FA §13.2 (6)	you fail to operate the Hotel for 5 consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;
	FA §13.2 (7)	you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;
	FA §13.2 (8)	you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or our Affiliates;
	FA §13.2 (9)	you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;
	FA §13.2 (10)	you Transfer any interest that is not in compliance with the Franchise Agreement;
	FA §13.2 (11)	You, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or otherwise breach the representations in the Franchise Agreement;
FA §13.2 (12)	information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by	

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
		us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency;
	FA §13.2 (13)	any Guarantor breaches its guaranty to us;
	FA §13.2 (14)	a threat or danger to public health or safety results from the construction, maintenance, or operation of the hotel;
	FA §13.2 (15)	you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.28;
	FA §13.2 (16)	any of Your Hotel Agreements is terminated based on a breach or default by you or your Affiliates; or
	FA Shared Facilities Addendum	if we withdraw our consent to your Hotel’s use of Shared Facilities and you fail to construct comparable facilities or amenities in order for the Hotel to meet the Standards.
	HITS Agreement 4.1	You have no right to cure once your Franchise Agreement terminates.
i. Your obligations on termination, expiration or non-renewal	FA §13.6	On termination or expiration of the Agreement you must immediately:
	FA §13.6 (1)	pay all sums due and owing to us or any of our Affiliates, including liquidated damages and any expenses incurred by us in obtaining injunctive relief for the enforcement of the Franchise Agreement;
	FA §13.6 (2)	cease operating the Hotel as a System Hotel and cease using the System;
	FA §13.6 (3)	cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods; deliver all goods and materials containing the Marks to us; make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials.
	FA §13.6 (4)	cease representing yourself as then or formerly a System Hotel or affiliated with the Licensed Brand or the Network;
	FA §13.6 (5)	return all copies of the Manual and any other Proprietary Information to us;
	FA §13.6 (6)	cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the hotel, and authorize their transfer to us; and
	FA §13.6 (7)	irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
		Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify; delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of the Franchise Agreement.
	HITS Agreement 4.2	You must stop using our software and related documents, return all copies to us, and certify to us that you have done so.
j. Assignment of contract by us	FA §12.1	We may assign or transfer the Franchise Agreement and any of our rights, duties or assets to any person or entity without your consent so long as the assignee assumes all of our obligations to permit you to operate the Hotel.
	HITS Agreement 2.1	HSS may delegate its operational responsibilities under the HITS Agreement to third parties but remains responsible.
k. "Transfer" by you – definition	FA §§1 and 12.2	Any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest, including a transfer of an interest the hotel, the Franchise Agreement, the site on which the hotel is located or any direct or indirect Equity Interest as defined in the Franchise Agreement. You may not transfer to a Competitor or a Sanctioned Person.
	HITS Agreement – Not applicable	Transfer is not defined in the HITS Agreement. We consider any attempt on your part to transfer or assign any of your rights or obligations under the HITS Agreement to be a “transfer” by you.
l. Our approval of transfer by you	FA §12.2	A Transfer of any interest in you, the Hotel, the Hotel Site, or the Franchise Agreement (or any rights or obligations under it) are prohibited unless expressly allowed in the Franchise Agreement. The Franchise Agreement allows 2 types of Transfers if certain conditions are satisfied: (a) Permitted Transfers; and (b) Change of Ownership Transfers. In any Transfer, the proposed Transferee may not be a Sanctioned Person or a Competitor.
	HITS Agreement 2.1	You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.
m. Conditions for our approval of transfer	FA §12.2.1	Permitted Transfers are Transfers that will not result in a change of Control of you, the Hotel, or the Hotel Site.
	FA §12.2.1.1	You may complete the following types of Permitted Transfers without giving us notice or obtaining our consent: Transfers of (a) Publicly Traded Equity Interests; (b) privately held Equity Interests when the transferee will hold less than 50% after the Transfer, and there is no resulting change of Control; and (c) interests within and to designated institutional investment funds if the named asset manager does not change.
	FA §12.2.1.2	For the following types of Permitted Transfers, unless the Transfer otherwise qualifies under 12.2.1.1, you must give us 60 days’ written notice, obtain our consent, follow our then-current procedure for processing Permitted Transfers, sign documents required by us, and pay a processing fee: Transfers (a) to Affiliates; (b) to a family member or trust; (c)

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
		on death; and (d) of privately-held Equity Interests if more than 50% will have changed hands since the Effective Date of the Franchise Agreement.
	FA §12.2.2	Any Transfer that is not a Permitted Transfer under §12.2.1 is a Change of Ownership Transfer. You must give 60 days’ written notice and provide any information we may require to consent to this type of transfer, not be in default; pay all amounts due to us and our Affiliates through closing; conclude any suit, action or proceeding that is pending or threatened against you, us or any of our Affiliates with respect to the Hotel, or provide adequate security. Proposed transferee must meet our then-current business requirements for new franchisees, including credit, background investigation, operations experience, prior business dealings, and other relevant factors. Proposed transferee must submit a completed and signed Change of Ownership Application, pay our Franchise Application Fee, sign our then-current form of franchise agreement, agree to our request for upgrades to the hotel (which may include payment of a PIP fee); agree to indemnify, hold harmless and defend us and our affiliates against any action by a Government Entity arising in connection with any fees or costs you charged to customers; and, if applicable, the Proposed transferee’s guarantors must sign our then-current form of guaranty of franchise agreement. Proposed transferee must not be a Sanctioned Person or a Competitor. If the transferee has SBA financing, you and the transferee must agree to escrow and disburse our estimated fees to us at closing. We will refund any excess about 30 days after closing.
	FA §12.3	You must give 60 days’ advance notice of a public offering or private placement; follow our instructions about the use of the Marks and disclosure; and indemnify us from any claims related to the offer or sale of your securities; pay a processing fee when you submit the request and pay any additional costs we may incur.
	FA §12.4	You or an Equity Owner may mortgage or pledge the hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the hotel, without notifying us or obtaining our consent, if (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. We may issue our consent in the form of a “lender comfort letter” agreement in a form satisfactory to us, and may include an estoppel and general release of claims. We charge a fee for the processing of a lender comfort letter.
	FA §5.1.23	You may lease or sublease commercial space in the hotel, or enter into concession arrangements for operations in

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
		connection with the hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels.
	HITS Agreement 2.1	You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.
n. Our right of first refusal to acquire your business	FA §19	None, but you must notify us if you want to market any equity interests, other than a Transfer under §§ 12.2.1 or 12.2.2.
	HITS Agreement – Not applicable	None.
o. Our option to purchase your business	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.
p. Your death or disability	FA §12.2.1.2.3	On the death of a Franchisee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person’s will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person’s estate without our consent, provided that: (a) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within 1 year after the death, such family member(s) or entity meet all of our then current requirements for an approved applicant and the transfer otherwise satisfies our conditions.
	HITS Agreement – Not applicable	None.
q. Non-competition covenants during the term of this franchise	FA §§1 and 5.1.28	You and your Affiliates may not, indirectly or directly, own or be a licensor or franchisor of a hotel brand that competes with the System, a System Hotel or Network Hotel in our sole judgment, but you may own a minority interest in a Competitor under certain circumstances, and you may be a franchisee of a Competitor, or manage a property of a Competitor.
	HITS Agreement – Not applicable	None.
r. Non-competition covenants after the franchise is terminated or expires	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.
s. Modification of the agreement	FA §16.5.1	All changes to the Franchise Agreement must be in writing and signed by an authorized person on behalf of you and us, but we can change the Standards, the Manual and other materials.
	HITS Agreement 1.1	No additions or modifications to the Agreement unless in writing and signed by all parties.
t. Integration/ merger clause	FA §16.4	Only the terms of the Franchise Agreement, the Application, the Guaranty and any other related agreements signed by the parties are enforceable (subject to state law). Any other promises may not be enforceable. However, nothing in this section disclaims the statements made in our franchise

Provision	Section in Franchise Agreement (“FA”) and HITS Agreement	Summary
	HITS Agreement 1.1	disclosure document. Only the terms of the Agreement (and any representations in the franchise disclosure document) are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA – Not applicable, except in Puerto Rico, Puerto Rico Addendum §16.2.2. HITS Agreement 1.1	None, except in Puerto Rico. In Puerto Rico, except as noted below, all claims and disputes will be settled by arbitration conducted by the American Arbitration Association, JAMS, or similar arbitral body chosen at our election, in accordance with the Federal Rules of Civil Procedure, by 1 or more arbitrators chosen in accordance with those rules. To the extent the Federal Rules of Civil Procedure do not govern certain procedures or requirements relating to the arbitration, the rules of the applicable arbitral body will apply. The proceedings will be conducted in English. As an alternative to arbitration, we may elect to initiate or maintain any action for temporary remedies, or injunctive or other equitable relief, in any court, governmental agency, or other authority with jurisdiction over the matter. Issues relating to the conduct of any arbitration proceeding, and the enforcement of any arbitration award, will be governed by the Federal Arbitration Act. Same as Franchise Agreement.
v. Choice of forum	FA §16.2.2, Puerto Rico Addendum §16.2.2. HITS Agreement 1.1	Court actions must be brought in the US District Court for the Eastern District of Virginia, in Alexandria, Virginia, or, if there is no subject matter jurisdiction in federal court, in a state court of competent jurisdiction in either Fairfax County, Virginia, or New York, New York, but we may elect to bring an action against you where the hotel is located. For Puerto Rico arbitration actions, the venue will be Fairfax County, Virginia, and the seat of the arbitration will be New York, New York. An arbitration award may be confirmed in any court of competent jurisdiction. Same as Franchise Agreement.
w. Choice of law	FA §16.2.1 HITS Agreement 1.1	New York law applies, without recourse to New York choice of law on conflicts of law principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC § 1050) (subject to state law). Same as Franchise Agreement.

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis

for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

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

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

As of December 31, 2023, there were 1,346 Hampton Inn branded hotels operating in the US. Of these, 1,123 were classified as Comparable Hotels. Of the Comparable Hotels, 8 were Company-Managed and 1,115 were Franchisee-Managed. As of December 31, 2023, there were 1,014 Hampton Inn & Suites branded hotels operating in the US. Of these, 873 were classified as Comparable Hotels. Of the Comparable Hotels, 9 were Company-Managed and 864 were Franchisee-Managed.

As of December 31, 2023, combining Hampton Inn and Hampton Inn & Suites, there were 2,360 Hampton branded hotels operating in the US. Of these, 1,996 were classified as Comparable Hotels. Of the Comparable Hotels, 17 were Company-Managed and 1,979 were Franchisee-Managed. The financial performance results detailed in this section for 2022 and 2023 are for the 2023 Comparable Hotels, defined above to provide a year-over-year comparison.

The following charts show Average Room Rate and Average Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average. Average Room Rate and Average Occupancy are calculated based on information routinely reported to Hilton Worldwide by individual System Hotels.

Room Rates – Comparable Hampton Inn Hotels	2022	2023
Average Room Rate of all Comparable Hotels	\$137.00	\$143.49
Median Room Rate of all Comparable Hotels	\$128.20	\$134.62
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate	5/45.5%	6/75.0%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Room Rate	6/54.5%	7/87.5%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate	399/34.2%	368/33.0%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Room Rate	583/50.0%	555/49.8%

Source: Hilton

Room Rates – Comparable Hampton Inn & Suites	2022	2023
Average Room Rate of all Comparable Hotels	\$145.26	\$150.60
Median Room Rate of all Comparable Hotels	\$137.05	\$142.93
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate	7/63.6%	5/55.6%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Room Rate	10/90.9%	6/66.7%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate	329/36.9%	317/36.7%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Room Rate	442/49.6%	431/49.9%

Source: Hilton

Occupancy – Comparable Hampton Inn and Hampton Inns & Suites	2022	2023
Average Occupancy of all Comparable Hotels	70.9%	71.8%
Median Occupancy of all Comparable Hotels	71.6%	72.2%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy	15/68.2%	12/70.6%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Occupancy	13/59.1%	12/70.6%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy	1093/53.1%	1016/51.3%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Occupancy	1028/49.9%	986/49.8%

Source: Hilton

The following charts show the Occupancy Index and RevPAR Index for Comparable Hotels, open as of January 31, 2023, and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average. Occupancy Index and RevPAR Index calculations are based on competitive set data provided by STR, LLC and its affiliates (collectively “STR”), an independent research firm that provides information to the hotel industry. STR receives information directly from hotel chains or individual hotel properties. We have not audited or independently verified the information provided by STR. The indices presented are relative to a competitive set that has been identified for STR by each Comparable Company-Managed or Franchisee-Managed hotel. They do not represent every hotel or lodging facility in a geographic area. Generally, each of Company-Managed or Franchisee-Managed hotels must identify at least 3 competitive hotels.

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

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

The Occupancy Index is calculated as follows:

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

Occupancy Index* - Comparable Hampton Inn and Hampton Inn & Suites Hotels	2022*	2023
Average Occupancy Index of all Comparable Hotels	109.5	110.1
Median Occupancy Index of all Comparable Hotels	110.3	110.3
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy Index	10/45.5%	5/29.4%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median Occupancy Index	7/31.8%	5/29.4%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy Index	1068/52.4%	1000/50.8%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Occupancy Index	1023/50.2%	989/50.2%

* The table does not include 22 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2022 and 9 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2023, because data for these hotels was insufficient.

Source: STR and Hilton

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

The RevPAR Index is calculated as follows:

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

RevPAR Index* - Comparable Hampton Inns and Hampton Inns & Suites	2022	2023
Average RevPAR Index of all Comparable Hotels	120.8	121.7
Median RevPAR Index of all Comparable Hotels	122.1	123.6
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Average RevPAR Index	9/40.9%	6/35.3%
Number & Percentage of Comparable Company-Managed Hotels which met or exceeded Median RevPAR Index	8/36.4%	6/35.3%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR Index	1056/51.8%	1064/54.0%
Number & Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median RevPAR Index	1022/50.2%	988/50.2%

* The table does not include 22 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2022 and 9 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2023, because data for these hotels was insufficient.

Source: STR and Hilton

Some of our franchisees have achieved the results in this analysis. Your individual results may differ. There is no assurance that you will achieve room rates, occupancy rates, or index performance at the levels reflected in this analysis.

We recommend that you consult your attorney, accountant, and other professional advisors before entering into any agreement with us, and conduct an assessment of the occupancy rates, room rates,

and index performance that you may achieve in your specific location to construct your own business plan and financial projections regarding sales, revenues, costs, customer base, and business development for your Hotel. There are independent firms that have experience in preparing market studies for hotels and appraising and evaluating hotel operations. You may wish to obtain a market study from such a firm to help you project your potential sales, costs, income and profits.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting William Fortier, 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102, 703-883-1000, the Federal Trade Commission, and the appropriate state regulatory agencies.

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

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

HAMPTON INN HOTELS

**Table No. 1
Systemwide Hotel Summary
For Years 2021 to 2023**

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Franchised	2021	1,313	1,323	+10
	2022	1,313	1,331	+18
	2023	1,331	1,346	+15
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Hotels	2021	1,313	1,323	+10
	2022	1,313	1,331	+18
	2023	1,331	1,346	+15

Table No. 2

**Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2021 to 2023**

State	Year	Number of Transfers
Alabama	2021	1
	2022	1
	2023	2
Arizona	2021	2
	2022	2
	2023	3
Arkansas	2021	0
	2022	0
	2023	2
California	2021	2
	2022	3
	2023	2
Colorado	2021	0
	2022	2
	2023	1
Connecticut	2021	1
	2022	1
	2023	0
Florida	2021	10
	2022	6
	2023	10
Georgia	2021	4
	2022	2
	2023	4
Illinois	2021	4
	2022	3
	2023	5
Indiana	2021	2
	2022	2
	2023	2
Iowa	2021	0
	2022	1
	2023	1
Kansas	2021	0
	2022	4
	2023	2
Kentucky	2021	3
	2022	1
	2023	3
Louisiana	2021	1
	2022	4
	2023	0
Maine	2021	1
	2022	0
	2023	0
Maryland	2021	3
	2022	1
	2023	0
Massachusetts	2021	1
	2022	3
	2023	0
Michigan	2021	5
	2022	4
	2023	2
Minnesota	2021	0

State	Year	Number of Transfers
	2022	0
	2023	2
Mississippi	2021	1
	2022	1
	2023	3
Missouri	2021	0
	2022	0
	2023	2
Montana	2021	0
	2022	0
	2023	1
Nebraska	2021	0
	2022	3
	2023	0
New Jersey	2021	2
	2022	0
	2023	0
New Mexico	2021	1
	2022	0
	2023	0
New York	2021	5
	2022	3
	2023	4
North Carolina	2021	4
	2022	3
	2023	3
North Dakota	2021	1
	2022	0
	2023	0
Ohio	2021	5
	2022	12
	2023	5
Oklahoma	2021	1
	2022	1
	2023	0
Oregon	2021	1
	2022	0
	2023	0
Pennsylvania	2021	4
	2022	2
	2023	2
South Carolina	2021	1
	2022	2
	2023	1
Tennessee	2021	4
	2022	2
	2023	3
Texas	2021	11
	2022	6
	2023	4
Utah	2021	4
	2022	1
	2023	1
Virginia	2021	3
	2022	4
	2023	3
Washington	2021	0
	2022	0

State	Year	Number of Transfers
	2023	0
West Virginia	2021	4
	2022	3
	2023	1
Wisconsin	2021	1
	2022	3
	2023	2
Wyoming	2021	0
	2022	1
	2023	0
District of Columbia	2021	0
	2022	1
	2023	0
Total	2021	93
	2022	88
	2023	76

**Table No. 3
Status of Franchised Hotels
For Years 2021 to 2023**

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2021	40	0	1	0	0	0	39
	2022	39	0	0	0	0	0	39
	2023	39	1	0	0	0	0	40
Alaska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	14	1	0	0	0	0	15
	2022	15	2	0	0	0	0	17
	2023	17	0	0	0	0	0	17
Arkansas	2021	25	0	0	0	0	0	25
	2022	25	0	0	0	0	0	25
	2023	25	0	0	0	0	0	25
California	2021	46	2	0	0	0	0	48
	2022	48	3	0	0	0	0	51
	2023	51	5	0	0	0	0	56
Colorado	2021	21	1	0	0	0	0	22
	2022	22	1	0	0	0	0	23
	2023	23	0	0	0	0	0	23
Connecticut	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Delaware	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Florida	2021	88	1	1	0	0	0	88
	2022	88	1	0	0	0	0	89
	2023	89	5	0	0	0	0	94
Georgia	2021	70	1	1	0	0	0	70
	2022	70	0	0	0	0	0	70
	2023	70	1	0	0	0	0	71
Idaho	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Illinois	2021	42	0	0	0	0	0	42
	2022	42	1	1	0	0	0	42
	2023	42	1	0	0	0	0	43
Indiana	2021	35	4	1	0	0	0	38
	2022	38	0	0	0	0	0	38
	2023	38	0	0	0	0	+1	39
Iowa	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	0	15
Kansas	2021	20	0	1	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	1	0	0	0	0	20
Kentucky	2021	34	2	0	0	0	0	36
	2022	36	0	0	0	0	0	36
	2023	36	1	0	0	0	0	37
Louisiana	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
	2023	21	1	0	0	0	0	22
Maine	2021	14	0	1	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Maryland	2021	20	0	1	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	1	1	0	0	0	19
Massachusetts	2021	26	1	0	0	0	0	27
	2022	27	0	0	0	0	0	27
	2023	27	0	0	0	0	0	27
Michigan	2021	40	0	0	0	0	0	40
	2022	40	0	0	1	0	0	39
	2023	39	1	1	0	0	0	39
Minnesota	2021	15	1	0	0	0	0	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Mississippi	2021	26	0	0	0	0	0	26
	2022	26	0	0	0	0	0	26
	2023	26	0	0	0	0	0	26
Missouri	2021	33	0	0	0	0	0	33
	2022	33	1	0	0	0	0	34
	2023	34	0	1	0	0	0	33
Montana	2021	7	0	0	0	0	0	7
	2022	7	0	0	1	0	0	6
	2023	6	0	0	0	0	0	6
Nebraska	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
Nevada	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
New Hampshire	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
New Jersey	2021	24	1	1	0	0	0	24
	2022	24	1	0	0	0	0	25
	2023	25	0	0	0	0	0	25
New Mexico	2021	8	0	0	0	0	0	8

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
	2022	8	1	1	0	0	0	8
	2023	8	0	0	0	0	0	8
New York	2021	58	1	0	0	0	0	59
	2022	59	1	0	0	0	0	60
	2023	60	1	2	0	0	0	59
North Carolina	2021	67	0	0	0	0	0	67
	2022	67	0	0	0	0	0	67
	2023	67	0	1	0	0	0	66
North Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	59	0	2	0	0	0	57
	2022	57	0	0	0	0	0	57
	2023	57	0	1	0	0	0	56
Oklahoma	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Oregon	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	1	0	0	0	0	8
Pennsylvania	2021	66	0	0	1	0	0	65
	2022	65	0	2	0	0	0	63
	2023	63	0	0	0	0	0	63
Rhode Island	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
South Carolina	2021	38	2	0	0	0	0	40
	2022	40	0	0	0	0	0	40
	2023	40	0	0	0	0	0	40
South Dakota	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	1	0	0	0	6
Tennessee	2021	50	2	0	0	0	0	52
	2022	52	3	0	0	0	0	55
	2023	55	1	0	0	0	0	56
Texas	2021	78	1	2	0	0	0	77
	2022	77	0	2	1	0	0	74
	2023	74	1	2	0	0	0	73
Utah	2021	19	0	0	1	0	0	18
	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
Vermont	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Virginia	2021	58	2	0	1	0	0	59
	2022	59	1	0	0	0	0	60
	2023	60	0	0	0	0	0	60
Washington	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
West Virginia	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
Wisconsin	2021	18	1	0	0	0	0	19
	2022	19	0	0	0	0	0	19

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
	2023	19	1	0	0	0	0	19
Wyoming	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
District of Columbia	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Total	2021	1,313	25	12	3	0	0	1,323
	2022	1,323	17	6	3	0	0	1,331
	2023	1331	25	10	0	0	0	1,346

**Table No. 4
Status of Company-Owned Hotels
For Years 2021 to 2023**

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Franchisees	Hotels Closed	Hotels Sold to Franchisees	Hotels at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

**Table No. 5
Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in Next Fiscal Year	Projected New Company-Owned Hotels in Next Fiscal Year
Alabama	3	0	0
Arizona	2	0	0
Arkansas	2	1	0
California	30	4	0
Colorado	4	1	0
Connecticut	3	1	0
Florida	13	2	0
Georgia	4	0	0
Hawaii	1	0	0
Idaho	1	0	0
Illinois	3	0	0
Indiana	1	0	0
Kansas	1	0	0
Kentucky	2	0	0
Louisiana	2	1	0
Maryland	0	0	0
Michigan	5	2	0
Mississippi	2	0	0
Missouri	4	0	0
Montana	2	0	0
Nebraska	3	2	0
Nevada	3	0	0

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in Next Fiscal Year	Projected New Company-Owned Hotels in Next Fiscal Year
New Hampshire	1	1	0
New Jersey	4	0	0
New Mexico	2	0	0
New York	5	2	0
North Carolina	5	1	0
Ohio	6	0	0
Oregon	0	0	0
Pennsylvania	4	0	0
South Carolina	1	0	0
South Dakota	1	0	0
Tennessee	7	0	0
Texas	14	2	0
Utah	1	0	0
Vermont	0	0	0
Virginia	9	2	0
Washington	2	1	0
West Virginia	2	0	0
Wisconsin	1	0	0
Puerto Rico	2	0	0
U.S. Virgin Islands	1	0	0
Total	159	23	0

HAMPTON INN & SUITES HOTELS

**Table No. 1
Systemwide Hotel Summary
For Years 2021 to 2023**

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Franchised	2021	970	986	+16
	2022	986	1,002	+16
	2023	1,002	1,015	+13
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Hotels	2021	970	986	+16
	2022	986	1,002	+16
	2023	1,002	1,015	+13

**Table No. 2
Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2021 to 2023**

State	Year	Number of Transfers
Alabama	2021	0
	2022	6
	2023	1
Arizona	2021	0
	2022	1
	2023	1
California	2021	3
	2022	3
	2023	5
Colorado	2021	0
	2022	1

State	Year	Number of Transfers
	2023	0
Connecticut	2021	0
	2022	0
	2023	0
Delaware	2021	1
	2022	0
	2023	0
Florida	2021	5
	2022	4
	2023	4
Georgia	2021	2
	2022	2
	2023	3
Illinois	2021	2
	2022	0
	2023	1
Indiana	2021	2
	2022	0
	2023	2
Kentucky	2021	0
	2022	2
	2023	0
Louisiana	2021	2
	2022	0
	2023	0
Maryland	2021	2
	2022	0
	2023	0
Massachusetts	2021	0
	2022	1
	2023	0
Michigan	2021	1
	2022	3
	2023	1
Minnesota	2021	0
	2022	0
	2023	2
Mississippi	2021	0
	2022	2
	2023	0
Missouri	2021	0
	2022	1
	2023	0
New Jersey	2021	0
	2022	1
	2023	0
New Mexico	2021	0
	2022	1
	2023	0
New York	2021	3
	2022	3
	2023	0
North Carolina	2021	1
	2022	2
	2023	2
North Dakota	2021	2
	2022	1
	2023	0

State	Year	Number of Transfers
Ohio	2021	0
	2022	1
	2023	1
Oklahoma	2021	2
	2022	1
	2023	1
Oregon	2021	1
	2022	1
	2023	0
Pennsylvania	2021	0
	2022	2
	2023	3
Rhode Island	2021	1
	2022	0
	2023	0
South Carolina	2021	1
	2022	1
	2023	0
Tennessee	2021	3
	2022	2
	2023	2
Texas	2021	16
	2022	6
	2023	6
Utah	2021	1
	2022	0
	2023	0
Virginia	2021	2
	2022	1
	2023	2
Washington	2021	0
	2022	1
	2023	0
Wisconsin	2021	0
	2022	1
	2023	1
Wyoming	2021	0
	2022	1
	2023	0
Total	2021	51
	2022	54
	2023	38

**Table No. 3
Status of Franchised Hotels
For Years 2021 to 2023**

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2021	23	0	0	0	0	0	23
	2022	23	1	0	0	0	0	24
	2023	24	2	0	0	0	0	26
Alaska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	24	0	0	0	0	0	24

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
	2022	24	0	0	0	0	0	24
	2023	24	0	0	0	0	0	24
Arkansas	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
California	2021	80	1	0	0	0	0	81
	2022	81	5	1	0	0	0	85
	2023	85	3	1	0	0	0	87
Colorado	2021	21	1	1	0	0	0	21
	2022	21	1	0	0	0	0	22
	2023	22	0	0	0	0	0	22
Connecticut	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Delaware	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	80	1	0	0	0	0	81
	2022	81	1	1	0	0	0	81
	2023	81	1	0	0	0	0	82
Georgia	2021	34	0	0	0	0	0	34
	2022	34	0	0	0	0	0	34
	2023	34	0	0	0	0	0	34
Hawaii	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Idaho	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Illinois	2021	28	0	0	0	0	0	28
	2022	28	0	0	0	0	0	28
	2023	28	1	0	0	0	0	29
Indiana	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	0	23
	2023	23	1	0	0	0	0	24
Iowa	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
Kansas	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Kentucky	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	1	0	0	0	0	11
Louisiana	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
	2023	17	0	0	0	0	0	17
Maine	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Maryland	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Massachusetts	2021	11	2	0	0	0	0	13
	2022	13	0	0	0	0	0	13

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
	2023	13	0	0	0	0	0	13
Michigan	2021	21	4	0	0	0	0	25
	2022	25	1	0	0	0	0	26
	2023	25	1	0	0	0	0	26
Minnesota	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Mississippi	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Missouri	2021	8	1	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
Montana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Nebraska	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Nevada	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
New Hampshire	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	0	6
New Jersey	2021	10	0	0	0	0	0	10
	2022	10	1	0	0	0	0	11
	2023	11	0	0	0	0	0	11
New Mexico	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
New York	2021	24	1	0	0	0	0	25
	2022	25	1	0	0	0	0	26
	2023	26	1	0	0	0	0	27
North Carolina	2021	43	1	0	1	0	0	43
	2022	43	1	0	0	0	0	44
	2023	44	1	0	0	0	0	45
North Dakota	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Ohio	2021	37	2	0	0	0	0	39
	2022	39	1	1	0	0	0	39
	2023	39	1	0	0	0	0	40
Oklahoma	2021	30	0	0	0	0	0	30
	2022	30	0	0	0	0	0	30
	2023	30	0	0	0	0	0	30
Oregon	2021	8	1	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
Pennsylvania	2021	36	0	0	0	0	0	36
	2022	36	0	0	0	0	0	36
	2023	36	0	0	0	0	0	36
Rhode Island	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
South Carolina	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
	2023	21	0	0	0	0	0	21
South Dakota	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Tennessee	2021	31	0	0	0	0	0	31
	2022	31	0	0	0	0	0	31
	2023	31	0	0	0	0	0	31
Texas	2021	122	2	1	0	0	0	123
	2022	123	5	0	0	0	0	128
	2023	128	1	0	0	0	0	129
Utah	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
Virginia	2021	28	1	0	0	0	0	29
	2022	29	0	0	0	0	0	29
	2023	29	0	0	0	0	0	29
Vermont	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Washington	2021	23	0	1	0	0	0	22
	2022	22	0	0	0	0	0	22
	2023	22	0	0	0	0	0	22
West Virginia	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Wisconsin	2021	13	1	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
Wyoming	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
District of Columbia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
US Territories/ Possessions	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total	2021	970	20	3	1	0	0	986
	2022	986	19	3	0	0	0	1,002
	2023	1,002	14	1	0	0	0	1,015

**Table No. 4
Status of Company-Owned Hotels
For Years 2021 to 2023**

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Franchisees	Hotels Closed	Hotels Sold to Franchisees	Hotels at End of Year
Tennessee	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0

2022	0	0	0	0	0	0
2023	0	0	0	0	0	0

**Table No. 5
Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in the Next Fiscal Year	Projected New Company-Owned Hotels in the Next Fiscal Year
Alabama	2	0	0
Arizona	3	0	0
Arkansas	3	0	0
California	21	4	0
Colorado	4	0	0
Connecticut	2	0	0
Florida	11	1	0
Georgia	4	0	0
Hawaii	1	0	0
Idaho	1	0	0
Illinois	1	1	0
Indiana	2	1	0
Iowa	1	0	0
Kentucky	3	0	0
Louisiana	2	1	0
Maine	1	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	4	2	0
Minnesota	1	0	0
Mississippi	1	0	0
Missouri	3	0	0
Montana	2	0	0
Nebraska	1	1	0
Nevada	2	1	0
New Hampshire	0	0	0
New Jersey	3	0	0
New York	3	2	0
North Carolina	4	2	0
Ohio	4	0	0
Oregon	4	1	0
Pennsylvania	5	1	0
South Carolina	4	0	0
Tennessee	3	1	0
Texas	21	3	0
Utah	3	0	0
Vermont	1	0	0
Virginia	2	0	0
Washington	3	0	0
Wisconsin	1	0	0
Wyoming	2	1	0
Total	139	23	0

In these tables, all fiscal year numbers are as of December 31 of each year. Any hotel that had temporarily modified or reduced operations or was temporarily closed in connection with the COVID-19 pandemic is not considered to have 'closed' or 'ceased operations.'

Exhibit A lists all Brand franchisees and the addresses and telephone numbers of all of their outlets as of December 31, 2023.

Exhibit B lists all Brand franchisees who had an outlet terminated, cancelled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during 2023, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

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

During the last 3 fiscal years, some current and former franchisees have signed provisions restricting their ability to speak about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have not created, endorsed, or sponsored any trademark-specific franchisee organizations associated with the System. There are no trademark-specific franchisee organizations associated with the franchise system which are incorporated or otherwise organized under state law and have asked us to be included in our disclosure document during the next fiscal year.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit C are our audited consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of operations and member's capital and cash flows for the years ended December 31, 2023, 2022, and 2021, and the related notes to the consolidated financial statements.

ITEM 22 CONTRACTS

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

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

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

ITEM 23 RECEIPTS

Exhibit M contains 2 copies of a detachable receipt.

EXHIBIT A

EXHIBIT A

HAMPTON INN

OPEN

ALABAMA

Clear Properties Albertville, LLC Albertville, AL 210 Alabama Highway 75 N, Albertville, AL 35951 256-857-3001
APONE, LLC Alexander City, AL 1551 Elkahatchee Road, Alexander City, AL 35010 256-234-2244
Key Hotels of Atmore, L.L.C. Atmore, AL 45 Rivercane Blvd. West, Atmore, AL 36502 251-368-9090
AU S College Hospitality Group II, LLC Auburn, AL 2430 S. College St., Auburn, AL 36832 334-821-4111
Balaji, LLC Birmingham I-65/Lakeshore Dr., AL 30 State Farm Parkway, Birmingham, AL 35209 205-313-2060
Jackson Rime L.L.C. Birmingham/Leeds, AL 310 Rex Lake Road, Leeds, AL 35094 205-702-4141
HIT Portfolio I HIL TRS, LLC Birmingham/Mountain Brook, AL 2731 US Highway 280 South, Birmingham, AL 35223 205-870-7822
Trussville Hospitality, LLC Birmingham/Trussville, AL 1940 Edwards Lake Road, Trussville, AL 35235 205-655-9777
Cast Iron Lodging, LLC Birmingham-Colonnade 280, AL 3400 Colonnade Parkway, Birmingham, AL 35243 205-967-0002
Metro Hospitality, LLC Calera, AL 93 Metro Drive, Calera, AL 35040 205-668-6565
Cullman Hotel, LLC Cullman, AL 6100 AL HWY 157, Cullman, AL 35058 256-739-4444
Enterprise Lodging Company, LLC Decatur, AL 2041 Beltline Rd., SW, Decatur, AL 35601 256-355-5888
Enterprise Hospitality, L.L.C. Enterprise, AL 8 West Pointe Court, Enterprise, AL 36330 334-347-5763
RAM Eufaula Hospitality, LLC Eufaula, AL 29 Veterans Boulevard, Eufaula, AL 36027 334-6870777
Fairhope Hospitality Group, LLC Fairhope-Mobile Bay, AL 23 North Section Street, Fairhope, AL 36532 251-928-0956
Shriji Baron Florence LLC Florence-Midtown, AL 2281 Florence Blvd., Florence, AL 35630 256-764-8888
Sai Hospitality, Inc. Foley, AL 3152 Abbey Lane, Foley, AL 36535 251-923-4600
Midas Touch Management , LLC Fort Payne, AL 1201 Jordan Road Southwest, Fort Payne, AL 35968 256-304-2600
Printup Hotel Associates, Ltd. Gadsden, AL 129 River Road, Gadsden, AL 35901 256-546-2337
Dawson Gadsden West Hotel, LLC Gadsden/Attalla I-59, AL 206 Walker Street, Gadsden, AL 35904 256-538-5222
SAI International LLC Greenville, AL 219 Interstate Drive, Greenville, AL 36037 334-382-9631
Virendra Patel Gulf Shores, AL 1701 Gulf Shores Parkway, Gulf Shores, AL 36542 251-948-1020
Lake Guntersville Hotel, LLC Guntersville, AL 14451 U.S. Highway 431 South, Guntersville, AL 35976 256-582-4176
Providence Hotel Partners II, LLC Huntsville/Village of Providence, AL 328 Providence Main St., Huntsville, AL 35806 256-722-2882
Radiant Hotels, Inc. Huntsville-Arsenal/South Pkway, AL 501 Boulevard South SW, Huntsville, AL 35802 256-882-2228
Rabbit Creek Properties, LLC Jackson, AL 4150 North College Avenue, Jackson, AL 36545 251-246-7300
Jacksonville Hotel, LLC Jacksonville-Anniston Area, AL 1041 JD L Drive, Jacksonville, AL 36265 256-782-0330
Windwood-Jasper, LLC Jasper, AL 100 Industrial Parkway, Jasper, AL 35501 205-221-3334
BCS Madison Two LLC Madison Huntsville Airport, AL 9225 Madison Blvd., Madison, AL 35758 256-464-8999
Daphne 451 I LLC/Daphne 451 II LLC Mobile-East Bay/Daphne, AL 29451 US Hwy. 98, Daphne, AL 36526 251-626-2220

EXHIBIT A

Varun Hospitality LLC Mobile-I-10/Bellingrath Gardens, AL 5478 Inn Road, Mobile, AL 36619 251-660-9202
Vision Hospitality, L.L.C. Montgomery-South-Airport, AL 60 Wasden Road, Hope Hull, AL 36043 334-280-9592
Navkar, LLC Ozark, AL 235 North US Highway 231, Ozark, AL 36360 334-443-6669
Jacobs Pell HP, LLC Pell City, AL 220 Vaughan Lane, Pell City, AL 35125 205-814-3000
J & H Properties, L.L.C. Selma, AL 2200 West Highland Avenue, Selma, AL 36701 334-876-9995
MCRT3 Troy 1 Tenant LLC Troy, AL 103 Troy Plaza Loop, Troy, AL 36081 334-807-5900
Interstate Lodging Co., LLC Tuscaloosa-East, AL 6400 Interstate Drive, Tuscaloosa, AL 35453 205-562-9000
Rosewood Lodging Company, LLC Tuscaloosa-University, AL 600 Harper Lee Drive, Tuscaloosa, AL 35404 205-553-9800
Hotel Wetumpka, AL, LLC Wetumpka, AL 350 South Main Street, Wetumpka, AL 36092 334-731-2222
Windwood-Winfield, LLC Winfield, AL 7005 State Highway 129 North, Winfield, AL 35594 205-487-1270

ALASKA

CP Anchorage 3, LLC Anchorage, AK 4301 Credit Union Drive, Anchorage, AK 99503 907-550-7000

ARIZONA

Carefree Hospitality 97, LLC Carefree, AZ 2 Easy Street, Carefree, AZ 85377 480-4769200
MJ Mike Enterprise, Inc. Kayenta, AZ U.S. Hwy. 160, Kayenta, AZ 86033 928-697-3170
Zenith Asset Company, LLC Lake Havasu City, AZ 245 London Bridge Road, Lake Havasu City, AZ 86403 928-855-4071
Greens River Lodging, LLC Parker, AZ 1110 S Geronimo Ave, Parker, AZ 85344 928-669-1000
Zenith Asset Company, LLC Phoenix/Anthem, AZ 42415 N. 41st Drive, Anthem, AZ 85086 623-465-7979
CNI THL OPS, LLC Phoenix/Chandler, AZ 7333 W. Detroit Street, Chandler, AZ 85226 480-753-5200
Zenith Asset Company, LLC Phoenix/Glendale/Peoria, AZ 8408 W. Paradise Lane, Peoria, AZ 85382 877-529-5007
7353 ECB, LLC Phoenix-Airport North, AZ 601 North 44th Street, Phoenix, AZ 85008 602-267-0606
M4 Phoenix Biltmore Tenant LLC Phoenix-Biltmore, AZ 2310 East Highland Avenue, Phoenix, AZ 85016 602-956-5221
Mango Tree LLC Phoenix-Midtown-Downtown Area, AZ 160 W. Catalina Drive, Phoenix, AZ 85013 602-200-0990
Tomichi Management, Inc. Prescott, AZ 3453 Ranch Drive, Prescott, AZ 86303 928-443-5500
Queen Creek Hospitality Group LLC Queen Creek, AZ 20768 E. Maya Road, Queen Creek, AZ 85242 480-888-7474
CNI THL OPS, LLC Sedona, AZ 1800 W. Highway 89A, Sedona, AZ 86336 928-282-4700
Merit Hospitality LLC Sierra Vista, AZ 4100 Snyder Boulevard, Sierra Vista, AZ 85635 520-439-5400
FHG Dtn Tucson Owner, LLC Tucson Downtown, AZ 141 South Stone Ave., Tucson, AZ 85701 520-2747400
Robray Hotel Partnership Tucson-Airport, AZ 6971 S. Tucson Boulevard, Tucson, AZ 85756 520-918-9000
Williams Hotels LLC Williams, AZ 101 Rodeo Road, Williams, AZ 86046 928-635-6734

ARKANSAS

VMN Arkadelphia, LLC Arkadelphia, AR 108 Malvern Road, Arkadelphia, AR 71923 870-403-0800

EXHIBIT A

Batesville Land and Hotel Company, LLC Batesville, AR 2570 Harrison St., Batesville, AR 72501 870-569-1560
Apple Nine Hospitality Management, Inc. Bentonville/Rogers, AR 4501 W. Walnut Street, Rogers, AR 72756 479-986-0500
Houseworth-MH, LLC Blytheville, AR 301 N. Service Road I-55, Blytheville, AR 72315 870-763-5220
Bryant LR Hotels, LLC Bryant, AR 307 Office Park Dr., Bryant, AR 72022 501-847-3200
BRC Hospitality Inc. Clarksville, AR 2630 W. Clark Road, Clarksville, AR 72830 479-754-4444
Lincoln Hospitality, LLC El Dorado, AR 2312 Junction City Road, El Dorado, AR 71730 870-862-1800
Generations, Inc. Fayetteville, AR 915 Krupa, Fayetteville, AR 72704 479-587-8300
Tramlaw Motel Corporation Forrest City, AR 300 Holiday Drive, Forrest City, AR 72335 870-630-9000
HIFS Partner, LLC Fort Smith, AR 6201-C Rogers Avenue, Fort Smith, AR 72903 479-452-2000
RAS Hospitality, LLC Harrison, AR 121 Hwy 43 East, Harrison, AR 72601 870-365-0505
Honest Hospitality, L.L.C. Hot Springs, AR 151 Temperance Hill Road, Hot Springs, AR 71913 501-525-7000
Jatin Investments, LLC Jonesboro, AR 2900 Phillips Drive, Jonesboro, AR 72401 870-974-9500
Shinn Shinn Spelman IV, L.L.C. Magnolia, AR 128 Hwy 79 Bypass North, Magnolia, AR 71753 870-234-1800
Papass, LLC Marion, AR 310 Angelo's Grove Road, Marion, AR 72364 870-739-2800
Maumelle Hotel, LLC Maumelle, AR 11920 Maumelle Boulevard, Maumelle, AR 72113 501-851-6600
Ganesha Hospitality, LLC Monticello, AR 480 Hwy 425 N, Monticello, AR 71655 870-367-6600
Magness Hospitality LLC Mountain Home, AR 995 Coley Drive, Mountain Home, AR 72653 870-425-0344
Vishnu Inc North Little Rock-McCain Mall, AR 3629 McCain Boulevard, North Little Rock, AR 72116 501-537-7700
G&G Hospitality LLC Paragould, AR 3810 Linwood Drive, Paragould, AR 72450 870-565-1010
Bird's AR Properties, LLC Russellville, AR 2304 N. Arkansas Avenue, Russellville, AR 72802 479-858-7199
Searcy Poplar Hotel, LLC Searcy, AR 209 South Poplar St., Searcy, AR 72143 501-2789922
Maya Inn, Inc., and Scottish Inn Partnership Siloam Springs, AR 2171 Ravenwood Plaza, Siloam Springs, AR 72761 479-215-1000
Ascend Texarkana LLC Texarkana, AR 5302 Crossroads Parkway, Texarkana, AR 71854 870-774-4267
Eighty-Twenty Development II LP Van Buren, AR 1916 North 6th Street, Van Buren, AR 72956 479-471-7447

CALIFORNIA

Sillect Hospitality, LLC Arvin Tejon Ranch, CA 5601 Outlets at Tejon Parkway, Arvin, CA 93203 661-241-7100
Millenium Properties, LLC Bakersfield - Central, CA 1017 Oak Street, Bakersfield, CA 93304 661-633-0333
Kai Hospitality, LP Brentwood, CA 7605 Brentwood Boulevard, Brentwood, CA 94513 925-513-1299
Newport Taft, Inc. Cardiff San Diego, CA 1661 Villa Cardiff Dr., Cardiff, CA 92007 760-944-0427
MG Hospitality Carlsbad LLC Carlsbad-North San Diego County, CA 2229 Palomar Airport Road, Carlsbad, CA 92011 760-431-2225
Bright Casa Sirena, LLC Channel Islands Harbor, CA 3231 Peninsula Road, Oxnard, CA 93035 805-985-1100
Eastlake Lodging Inc. Chula Vista Eastlake, CA 2424 Fenton St, Chula Vista, CA 91914 619-591-4830
WRSJG, LLC Concord, CA 1785 Pine Street, Concord, CA 94520 925-3325450
Surya Hospitality, LLC El Centro, CA 598 E. Wake Ave., El Centro, CA 92243 760-336-2000

EXHIBIT A

Hamcor Investments, LLC Fremont, CA 46500 Landing Parkway, Fremont, CA 94538 510-498-1900
River Park Hospitality, Inc. Fresno Airport, CA 1515 N Peach Ave, Fresno, CA 93727 559-486-1532
CA 27102 FH Ranch Opco LLC Irvine East - Lake Forest, CA 27102 Towne Centre Drive, Foothill Ranch, CA 92610 949-597-8700
Deep Sea Hospitality, LLC Irvine Spectrum Lake Forest, CA 23021 Lake Center Drive B, Lake Forest, CA 92630 949-382-7900
Brahma Enterprises, Inc. Livermore-East Bay, CA 2850 Constitution Drive, Livermore, CA 94551 925-606-6400
MCP HH HOTEL TRS LB, LLC Long Beach Airport, CA 3771 N Lakewood Blvd., Long Beach, CA 90808 562-425-0012
LAX Ton Operator LLC Los Angeles Airport, CA 10300 La Cienega Boulevard, Inglewood, CA 90304 310-846-3200
Heprand Hospitality, Inc. Los Angeles/Arcadia/Pasadena, CA 311 E. Huntington Drive, Arcadia, CA 91006 626-574-5600
Theoxenia LLC Los Angeles/Carson/Torrance, CA 767 Albertoni St., Carson, CA 90746 310-768-8833
Apple Nine Hospitality Management, Inc. Los Angeles/Orange County/Cypress, CA 10900 Yamaha Way, Cypress, CA 90630 714-527-2900
Apple Nine Hospitality Management, Inc. Los Angeles/Santa Clarita, CA 25259 The Old Road, Santa Clarita, CA 91381 661-253-2400
Garvey Hotel Investment Group, LP Los Angeles/West Covina, CA 3145 E. Garvey Ave. N., West Covina, CA 91791 626-967-5800
Mohamad Pournamdari Los Angeles-Int'l Airport/Hawthorne, CA 11430 Acacia Ave., Hawthorne, CA 90250 310-973-3332
Amcor Investments, LLC Milpitas, CA 215 Barber Court, Milpitas, CA 95035 408-428-9090
Del Monte Hospitality, LLC Monterey, CA 2401 Del Monte Avenue, Monterey, CA 93940 831-373-7100
Morgan Hill Hotel, LP Morgan Hill, CA 16115 Condit Road, Morgan Hill, CA 95037 408-779-7666
Escape Hospitality, LLC Morro Bay, CA 295 Atascadero Road, Morro Bay, CA 93442 805-225-5070
Greens Needles LLC Needles, CA 1803 Needles Hwy, Needles, CA 92363 760-326-0001
SN & BC, LLC Norco-Corona-Eastvale CA 1530 Hamner Ave., Norco, CA 92860 951-279-1111
Yosemite Hotels III, LLC Oakhurst-Yosemite, CA 40740 Highway 41, Oakhurst, CA 93644 559-658-4462
Oak 378, LLC Oakland Downtown-City Center, CA 378 11th Street, Oakland, CA 94607 510-607-8200
Dev Holdings, LLC Oakland/Hayward, CA 24137 Mission Boulevard, Hayward, CA 94544 510-247-1555
Patterson Lodging Inc. Patterson, CA 2467 Sperry Avenue, Patterson, CA 95363 209-892-0009
BPR Properties Petaluma, LLC Petaluma, CA 450 Jefferson St, Petaluma, CA 94952 707-397-0000
Greens Market Street LLC Riverside Downtown, CA 3505 Market Street, Riverside, CA 92501 951-788-5000
Greens Inv 2, LLC Riverside March Air Reserve Base, CA 22440 Van Buren Blvd, Riverside, CA 92518 951-6530081
CNI THL OPS, LLC Sacramento/Rancho Cordova, CA 10755 Gold Center Drive, Rancho Cordova, CA 95670 916-638-4800
Del Mar Hotel, LLC San Diego/Del Mar, CA 11920 El Camino Real, San Diego, CA 92130 858-792-5557
G5 Global Partners IX, LLC San Diego/Mission Valley, CA 2151 Hotel Circle South, San Diego, CA 92108 619-295-7600
The Chang Family Trust Dated March 30, 1999 San Diego/San Marcos, CA 123 E. Carmel Street, San Marcos, CA 92078 760-736-9249
Apple Seven Services San Diego, Inc. San Diego-Downtown/Airport Area, CA 1531 Pacific Highway, San Diego, CA 92101 619-233-8408
Carlstead, LLC San Diego-Kearny Mesa, CA 5434 Kearny Mesa Road, San Diego, CA 92111 858-292-1482
Reneson Daly City LLC San Francisco/Daly City, CA 2700 Junipero Serra Boulevard, Daly City, CA 94015 650-755-7500
Mint Development, L.P. San Francisco/Downtown-Convention Center 942 Mission Street, San Francisco, CA 94103 415-546-3110
Sri Ram Enterprises, Inc. San Francisco-Airport, CA 300 Gateway Blvd., South San Francisco, CA 94080 650-876-0200

EXHIBIT A

SJS Operating Tenant VII LLC San Jose Cherry Ave, CA 5190 Cherry Ave, San Jose, CA 95118 408-266-3535
ALDK Goleta, LLC Santa Barbara/Goleta, CA 5665 Hollister Ave., Goleta, CA 93117 805-681-9800
2424 Mission St LLC Santa Cruz West, CA 2424 Mission Street, Santa Cruz, CA 95060 831-316-3500
Bayside Resorts, LLC Santa Cruz, CA 1505 Ocean Street, Santa Cruz, CA 95060 831-457-8000
FP Hospitality, LLC Selma, CA 3410 Floral Avenue, Selma, CA 93662 559-6207050
Gaurav Sethi Stockton, CA 3651 Arch Rd., Stockton, CA 95215 209-659-6596
CNI THL OPS, LLC Tracy, CA 2400 Naglee Road, Tracy, CA 95376 209-833-0483
S & B Holdings-Turlock, L.P. Turlock, CA 1821 Lander Ave, Turlock, CA 95380 209-664-9729
S & K Inns of America Ukiah, CA 1160 Airport Park Boulevard, Ukiah, CA 95482 707-462-6555
Lotus Hotels - Union Landing, Inc. Union City, CA 31040 Alvarado-Niles Road, Union City, CA 94587 510-475-5600
SAK Hospitality, Inc. Vallejo, CA 1596 Fairgrounds Dr, Vallejo, CA 94589 707-554-9655
Interlink Properties, L.P. Visalia, CA 4747 W. Noble Ave, Visalia, CA 93277 559-732-3900

COLORADO

Diamond Hospitality LLC Alamosa, CO 710 Mariposa Street, Alamosa, CO 81101 719-480-6023
Turnpike Lodging, LLC Boulder/Louisville, CO 912 W. Dillon Road, Louisville, CO 80027 303-666-7700
TK Hotels, Inc. Canon City, CO 102 McCormick Parkway, Canon City, CO 81212 719-269-1112
Poinco Castle, Inc Castle Rock, CO 4830 Castleton Way, Castle Rock, CO 80109 303-660-9800
Dreamcatcher Colorado Springs, LLC Colorado Springs I-25 Central, CO 1060 Kelly Johnson Blvd, Colorado Springs, CO 80920 719-266-4000
Shree Vinayak Hospitality, LLC Colorado Springs Northeast, CO 4380 Integrity Centerpoint Drive, Colorado Springs, CO 80917 719-3703480
Hotel Powers, Inc. Colorado Springs-Airport, CO 2077 Aerotech Drive, Colorado Springs, CO 80916 719-591-1100
Banner Hospitality Inc. Denver Northeast-Brighton, CO 992 Platte River Blvd, Brighton, CO 80601 303-654-8055
Dia Cherry Creek, LLC Denver Tech Center South, CO 7079 South Kenton Street, Centennial, CO 80112 303-790-8800
BRE Select Hotels Operating LLC Denver West Federal Center, CO 137 Union Boulevard, Lakewood, CO 80228 303-969-9900
D 5030 Westminster LLC Denver/North/Westminster, CO 5030 West 88th Place, Westminster, CO 80031 303-427-0700
Terrapin Tower Road LLC Denver-International Airport, CO 6290 Tower Road, Denver, CO 80249 303-371-0200
Golden Lodging, L.P. Denver-West/Golden, CO 17150 W. Colfax Avenue, Golden, CO 80401 303-278-6600
550 Hotel Company, LLC Durango, CO 3777 Main Ave., Durango, CO 81301 970-247-2600
Fort Morgan Lodging, LLC Fort Morgan, CO 1152 Main Street, Fort Morgan, CO 80701 970-542-2484
Harmony Hospitality LLC Ft. Collins, CO 1620 Oakridge Dr., Fort Collins, CO 80525 970-229-5927
Terrapin Glenwood 401, LLC Glenwood Springs, CO 401 West First Street, Glenwood Springs, CO 81601 970-947-9400
Western Hospitality, L.L.C., a CO llc Grand Junction Downtown/Historic Main St 205 Main Street, Grand Junction, CO 81501 970-243-3222
Ashwin & Avik Amin La Junta, CO 27800 US Hwy 50, La Junta, CO 81050 719-384-4444
MNR, L.L.C Longmont, CO 850 S. Main Street, Longmont, CO 80501 303-772-2554
Stonebridge McWhinney, LLC Loveland, CO 5500 Stone Creek Circle, Loveland, CO 80538 970-593-1400

EXHIBIT A

Mesa Verde Hospitality LLC Mesa Verde/Cortez, CO 2244 E. Hawkins Street, Cortez, CO 81321 970-564-5924
Montrose Lodging LLC Montrose, CO 1980 North Townsend, Montrose, CO 81401 970-252-3300

CONNECTICUT

Danbury Lodging, LLC Danbury, CT 81 Newtown Road, Danbury, CT 06810 203-748-6677
Paradise Properties, LLC Groton, CT 300 Long Hill Rd., Groton, CT 06340 860-405-1585
Buffalo-Windsor Associates, LLC Hartford-Airport, CT 2168 Poquonock Avenue, Windsor, CT 06095 860-683-1118
HIT Portfolio II HIL TRS, LLC Milford, CT 129 Plains Rd., Milford, CT 06460 203-874-4400
395 Properties, LLC Norwich, CT 154 Salem Turnpike, Norwich, CT 06360 860-885-1100
695 Bridgeport Hotel, LLC Shelton, CT 695 Bridgeport Avenue, Shelton, CT 06484 203-925-5900
Enfield Lodging, LLC Springfield-South/Enfield, CT 20 Phoenix Avenue, Enfield, CT 06082 860-741-3111
Waterbury Hospitality Group, LLC Waterbury, CT 777 Chase Parkway, Waterbury, CT 06708 203-753-1777

DELAWARE

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

DISTRICT OF COLUMBIA

NOMA Hospitality, LLC Washington DC NoMa Union Station 501 New York Ave NE, Washington, DC 20002 202-393-1001
Palmetto Hospitality of Washington DC II, LLC Washington, DC/White House 1729 H Street N.W., Washington, DC 20006 202-296-1006
BCORE 901 6th St TRS LLC Washington-Downtown-Convention Center, D 901 6th Street., NW, Washington, DC 20001-2646 202-842-2500

FLORIDA

Amelia Island Hotel Associates L. P. Amelia Island at Fernandina Beach, FL 2549 Sadler Road, Fernandina Beach, FL 32034 904-321-1111
Beechwood Bartow Hotel, LLC Bartow, FL 205 Old Bartow Eagle Lake Rd., Bartow, FL 33830 863-535-5007
HIT Portfolio I HIL TRS, LLC Boca Raton, FL 1455 Yamato Road, Boca Raton, FL 33431 561-988-0200
HIT Portfolio I HIL TRS, LLC Boca Raton/Deerfield Beach, FL 660 West Hillsboro Blvd., Deerfield Beach, FL 33441 954-481-1221
SG984 Owner 1 LLC and SG Group Owner 1 LLC Bonita Springs/Naples-North, FL 27900 Crown Lake Boulevard, Bonita Springs, FL 34135 239-947-9393
Brooksville Hospitality LLC Brooksville/Dade City, FL 30301 Cortez Blvd., Brooksville, FL 34602 352-796-1000
B.A. Hospitality, LLC Clewiston, FL 305 West Sugarland Highway, Clewiston, FL 33440 863-301-5403
Ocean Partner's Associates, LLLP Cocoa Beach/Cape Canaveral, FL 3425 N. Atlantic Ave., Cocoa Beach, FL 32931 321-799-4099
Trident Hotel Group, LLC Crestview I-10, FL 112 John King Road, Crestview, FL 32539 850-409-3360

EXHIBIT A

MLD 3, LLC Crystal River, FL 1103 North Suncoast Boulevard, Crystal River, FL 34429 352-564-6464
KMD Hotel Group 5 LLC Dade City/Zephyrhills, FL 13215 US HWY 301, Dade City, FL 33525 352-567-5277
1024 North Atlantic Daytona Beach Owner, LLC Daytona Beach/Beachfront, FL 1024 North Atlantic Avenue, Daytona Beach, FL 32118 386-944-2570
M4 Daytona HI Tenant LLC Daytona Shores-Oceanfront, FL 3135 South Atlantic Avenue, Daytona Beach Shores, FL 32118 386-767-8533
Elite Hospitality V, LLC Daytona Speedway-Airport, FL 1715 W International Speedway Blvd., Daytona Beach, FL 32114 386-257-4030
Liberty Ormond LLC Daytona/Ormond Beach, FL 155 Interchange Boulevard, Ormond Beach, FL 32174 386-677-9999
Nova Debarry Hotels LLC Debarry/Deltona/Orange City, FL 308 Sunrise Blvd., Debarry, FL 32713 386-668-5758
PHG Delray Beach, LLC Delray Beach, FL 201 NE 4th Avenue, Delray Beach, FL 33483 561-3309333
AV FLORIDA HOTEL, LLC Dunedin, FL 2641 Michael Place, Dunedin, FL 34698 727-733-1400
BFLO-ELLENTON ASSOCIATES, LLC Ellenton/Bradenton, FL 5810 20th Court East, Ellenton, FL 34222 941-721-4000
CNI THL OPS, LLC Fort Lauderdale-Cypress Creek, FL 720 East Cypress Creek Road, Fort Lauderdale, FL 33334-3564 954-776-7677
Ravi B. Patel Fort Myers Downtown, FL 2151 Johnson Street, Fort Myers, FL 33901 239-362-9542
Florida Hospitality Resorts, Inc. Fort Myers-Airport I-75, FL 9241 Market Place Rd., Fort Myers, FL 33912 239-768-2525
BCORE Select Raven 1 TRS LLC Fort Walton Beach, FL 1112 Santa Rosa Blvd., Fort Walton Beach, FL 32548 850-301-0906
78th Avenue Hospitality, LLC Ft. Lauderdale/Plantation, FL 7801 S.W. 6th Street, Plantation, FL 33324 954-382-4500
Prive Hospitality FTL LLC Ft. Lauderdale Airport North Cruise Port 2301 SW 12th Avenue, Fort Lauderdale, FL 33315 954-524-9900
Apple Nine Florida Services, Inc. Ft. Lauderdale/Downtown Las Olas Area, F 250 North Andrews Avenue, Fort Lauderdale, FL 33301 954-924-2700
PB1 Hotels, LLC Ft. Lauderdale/Pompano Beach, FL 900 S Federal Highway, Pompano Beach, FL 33062 954-623-9000
Wynne Building Corporation Ft. Lauderdale-Commercial Blvd., FL 4499 W. Commercial Boulevard, Tamarac, FL 33319 954-735-7575
Pines Hotel Group, Ltd. Ft. Lauderdale-West/Pembroke Pines, FL 1900 NW 150th Avenue, Pembroke Pines, FL 33028 954-441-4242
GD Hospitality, LLC Gainesville, FL 4225 SW 40th Blvd., Gainesville, FL 32608 352-371-4171
Hallandale Group Limited Partnership Hallandale Beach Aventura, FL 1000 South Federal Highway, Hallandale Beach, FL 33009 954-874-1111
Pios Grande Jacksonville Resort LLC Jacksonville Beach/Oceanfront, FL 1515 First Street North, Jacksonville Beach, FL 32250 904-241-2311
Vista Hotel, Inc. Jacksonville South/I-95 at JTB, FL 4681 Lenoir Avenue South, Jacksonville, FL 32216 904-281-2600
Chaffee Point Hospitalities, LLC Jacksonville/I-10 West, FL 548 Chaffee Point Blvd., Jacksonville, FL 32221 904-783-8277
AON HI JAX, LLC Jacksonville/Ponte Vedra Beach-Mayo Clin 1220 Marsh Landing Parkway, Jacksonville Beach, FL 32250 904-280-9101
SMNAJ JAX, LLC Jacksonville-Downtown-I-95, FL 1331 Prudential Drive, Jacksonville, FL 32207 904-396-7770
Sun Coast Hospitality, LLC Jacksonville-East/Regency Sq., FL 1021 Hospitality Lane, Jacksonville, FL 32225 904-722-8881
LRP Hotels of Jacksonville, LLC Jacksonville-I-295 East/Baymeadows, FL 8127 Point Meadows Dr., Jacksonville, FL 32256 904-363-7150
Shivam Hospitality Group, LLC Jupiter/Juno Beach, FL 13801 U.S. Highway 1, Juno Beach, FL 33408 561-626-9090
Pacifica Key Largo, L.P. Key Largo, FL 102400 Overseas Highway, Key Largo, FL 33037 305-451-1400
Key West Hotels, LLC Key West, FL 3755 S. Roosevelt Boulevard, Key West, FL 33040 305-296-3500
Pinnacle Holdings-XII, LLC Kissimmee North, FL 151 Centerview Blvd, Kissimmee, FL 34744 407-997-7700
Platinum Hospitality, LLC Lakeland, FL 4420 North Socrum Loop Road, Lakeland, FL 33809 863-816-2525
Leesburg Hotel Investment LLC Leesburg/Tavares, FL 9630 US-441, Leesburg, FL 34788 352-315-1053

EXHIBIT A

AVJC Enterprise, LLC Marathon - Florida Keys, FL 13351 Overseas Highway, Marathon, FL 33050 305-359-3040
Magnolia 71 LLC Marianna I-10, FL 2045 Highway 71, Marianna, FL 32448 850-399-9700
Mary Matha Hospitality Group LLC Melbourne, FL 194 Coastal Lane, Melbourne, FL 32904 321-956-6200
130 Sheriff Dr Hotel, LLC Melbourne/Viera, FL 130 Sheriff Drive, Melbourne, FL 32940 321-255-6868
Miami Airport Lodging, LLC Miami - Airport East, FL 3449 NW 42nd Ave., Miami, FL 33142 786-801-3136
SOV CMB Hotel Owner LLC Miami Beach - Mid Beach, FL 4000 Collins Ave, Miami Beach, FL 33140 305-532-4999
Kelco Dadeland Associates, Ltd. Miami Dadeland, FL 8200 SW 70th Avenue, Miami, FL 33143 305-269-0072
Vista Myrtle Beach Hotel, LP Miami-Airport West, FL 3620 NW 79th Avenue, Doral, FL 33166 305-513-0777
Grove Hotel Group, Ltd. Miami-Coconut Grove/Coral Gables, FL 2800 SW 28th Terrace, Coconut Grove, FL 33133 305-448-2800
Sagani, LLC Mount Dora, FL 19700 US Highway 441, Mount Dora, FL 32757 352-383-4267
Shree Mahalaxmi MAA, LLC Naples I-75, FL 2630 Northbrooke Plaza Drive, Naples, FL 34119 239-596-1299
Grand Prix Fixed Lessee LLC Naples-Central, FL 3210 Tamiami Trail N., Naples, FL 34103 239-261-8000
Key New Smyrna, LLC New Smyrna Beach, FL 214 Flagler Avenue, New Smyrna Beach, FL 32169 386-898-9444
Niceville Hotel, LLC Niceville/Eglin AFB, FL 4400 Ansley Drive, Niceville, FL 32578 850-897-4675
Trinity Hotel Group, LLC Odessa Trinity, FL 11780 SR 54, Odessa, FL 33556 813-749-6826
MotManCo, Inc. Okeechobee, FL 1200 State Road 70 East, Okeechobee, FL 34972 863-824-0003
Savoy Hospitality, LLC Orlando closest to Universal, FL 5621 Windhover Drive, Orlando, FL 32819 407-351-6716
HIT Portfolio II TRS, LLC Orlando Int'l Dr. Area/Convention Center 8900 Universal Boulevard, Orlando, FL 32819 407-354-4447
OK Universal LLC Orlando Near Universal Blv/International 7110 S. Kirkman Road, Orlando, FL 32819 407-345-1112
PHOTA-AREP V Lake Nona Owner, LP Orlando Southeast Nona, FL 10002 Eagle Creek Sanctuary Blvd, Orlando, FL 32832 407-275-5071
LBV Property Associates LLC Orlando/Lake Buena Vista, FL 8150 Palm Parkway, Orlando, FL 32836 407-465-8150
OK Airport LLC Orlando-International Airport, FL 5767 T.G. Lee Blvd., Orlando, FL 32822 407-888-2995
Hospitality Express Inns, Inc. Orlando-S. of Walt Disney Resort, FL 44117 Highway 27, Davenport, FL 33897 863-420-9898
SHP Hospitality, LLC Palatka, FL 100 Memorial Parkway, Palatka, FL 32177 386-530-2420
HIT Portfolio I HIL TRS, LLC Palm Beach Gardens, FL 4001 RCA Boulevard, Palm Beach Gardens, FL 33410 561-625-8880
2909 Thomas DR PCB, LLC Panama City Beach, FL 2909 Thomas Drive, Panama City Beach, FL 32408 850-236-8988
H & S Development, LLC Pensacola Beach/Gulf Front, FL 2 Via De Luna, Pensacola Beach, FL 32561 850-932-6800
PNS Hotel Group, Ltd. Pensacola-Arpt (Cordova Mall Area), FL 2187 Airport Boulevard, Pensacola, FL 32504 850-478-1123
Capital Florida Management, LLC Perry, FL 2399 South Byron Butler Pkwy., Perry, FL 32348 850-223-3000
Mike Desai Pinellas Park St. Petersburg, FL 3845 Park BLVD N, Pinellas Park, FL 33781 727-2560027
Henderson Properties, LLC Plant City, FL 2702 Thonotosassa Road, Plant City, FL 33563 813-756-5600
Sandhill Operations, LLC Port Charlotte, FL 24480 Sandhill Boulevard, Port Charlotte, FL 33983 941-627-5600
Payal Hospitality Inc. Quincy, FL 165 Spooner Road, Quincy, FL 32351 850-627-7555
TMGOC 5995 Sarasota LLC Sarasota - I-75 Bee Ridge, FL 5995 Cattleridge Boulevard, Sarasota, FL 34232 941-371-1900
QDI USA Developments LLC Spring Hill, FL 1344 Commercial Way, Spring Hill, FL 34606 352-684-5000

EXHIBIT A

Meridian Club LLC St. Augustine - I-95, FL 2525 CR 208, Saint Augustine, FL 32092 904-824-4422
Arvin Enterprises, Inc. St. Augustine Beach, FL 430 A-1-A Beach Blvd., Saint Augustine, FL 32080 904-471-4000
Jalaram Hotels, Inc. St. Augustine-Historic District, FL 2050 North Ponce de Leon Blvd., Saint Augustine, FL 32084 904-829-1996
Kelco Apalachee Associates I, Ltd. Tallahassee-Central, FL 2979 Apalachee Parkway, Tallahassee, FL 32301 850-309-1300
NF IV-VA SSCI Tampa CD Op Co, LLC Tampa Downtown Channel District, FL 1155 East Kennedy Boulevard, Tampa, FL 33602 813-525-9900
Rocky Point Investment 1 LLC Tampa-Airport/Rocky Point, FL 3035 N. Rocky Point Drive E., Tampa, FL 33607 813-289-6262
EH Tampa Westshore, LLC Tampa-Airport/Westshore, FL 4817 W. Laurel Street, Tampa, FL 33607 813-287-0778
BIG TAMPA, LLC Tampa-Veterans Expwy Airport North, FL 5628 W. Waters Avenue, Tampa, FL 33634 813-901-5900
Milestone Hospitality, LLC Titusville-I-95/Kennedy Space Center, FL 4760 Helen Hauser Boulevard, Titusville, FL 32780 321-383-9191
Shriji of Vero LLC Vero Beach I-95, FL 9350 19th Lane, Vero Beach, FL 32966 772-770-4299
HIT Portfolio I HIL TRS, LLC West Palm Beach/Fl Turnpike, FL 2025 Vista Parkway, West Palm Beach, FL 33411-2719 561-682-9990
Lake Worth Hospitality, L.L.P. West Palm Beach/Lake Worth-Turnpike, FL 8205 Lake Worth Road, Lake Worth, FL 33467 561-472-5980
BCORE Select Raven 1 TRS LLC West Palm Beach-Airport/Central, FL 1601 Worthington Road, West Palm Beach, FL 33409 561-472-7333
New Realty Investments L.L.C. Weston Ft. Lauderdale, FL 2201 N Commerce Pkwy, Weston, FL 33326 954-6591555
CAS Holdings, LLC Winter Haven, FL 202 Cypress Gardens Boulevard, Winter Haven, FL 33880 863-299-9251

GEORGIA

Siaram LLC Acworth, GA 1320 Hwy 92, Acworth, GA 30102 678-505-4870
DRAP Adel, LLC Adel, GA 1500 West Fourth Street, Adel, GA 31620 229-896-3099
HAP Alpharetta, LLC Alpharetta Roswell, GA 10740 Westside Way, Alpharetta, GA 30009 770-640-5511
Bran Hospitality, Inc. Americus, GA 1609 East Lamar Street, Americus, GA 31709 229-924-3890
MJC Athens LLC Athens, GA 2220 W. Broad Street, Athens, GA 30606 706-548-9600
TMK Hospitality, LLC Atlanta Fayetteville, GA 110 Meeting Place Drive, Fayetteville, GA 30214 770-460-6700
Busbee Hotel Holdings, LLC Atlanta Kennesaw, GA 3405 Busbee Drive, Kennesaw, GA 30144 770-427-2002
Hare Krishna Cumberland Hotel LLC Atlanta NW Cumberland, GA 2775 Cumberland Parkway, Atlanta, GA 30339 770-333-6006
Royal Hotel Investments, Inc. Atlanta/Conyers, GA 1340 Dogwood Drive SE, Conyers, GA 30013 770-483-8838
LHG Cumming LLC Atlanta/Cumming, GA 915 Ronald Reagan Blvd., Cumming, GA 30041 770-889-0877
Sunwest Investments, Inc. Atlanta/Douglasville, GA 6371 Douglas Blvd., Douglasville, GA 30135 770-577-0091
SHI Fairburn LLC Atlanta/Fairburn, GA 7790 Ella Lane, Fairburn, GA 30213 678-782-4600
Ashford TRS Pool C3 LLC Atlanta/Lawrenceville/Gwinnett Co., GA 1135 Lakes Parkway, Lawrenceville, GA 30043 770-338-9600
Afva Hospitality LLC Atlanta/McDonough, GA 250 Avalon Court, McDonough, GA 30253 770-957-5808
Newnan Hotel Managers, LLC Atlanta/Newnan, GA 50 Hampton Way, Newnan, GA 30265 770-253-9922
TMK PTC, LLC Atlanta/Peachtree City, GA 300 Westpark Dr., Peachtree City, GA 30269 770-486-8800
SM Investors LLC Atlanta/Stone Mountain, GA 1737 Mountain Industrial Blvd., Stone Mountain, GA 30083 770-934-0004
Renaissance Group Woodstock, Inc. Atlanta/Woodstock, GA 450 Parkway 575, Woodstock, GA 30188 770-592-2323

EXHIBIT A

Shree Keshav Hotel, LLC Atlanta-Buckhead, GA 3398 Piedmont Rd., NE, Atlanta, GA 30305 404-233-5656
KNS Canton LLC Atlanta-Canton, GA 710 Transit Avenue, Canton, GA 30114 770-345-7400
Paramount Atlanta, LLC Atlanta-Georgia Tech/Downtown, GA 244 North Avenue, N.W., Atlanta, GA 30313 404-881-0881
Stirling TRS Buford I LLC Atlanta-Mall of Georgia, GA 3240 Buford Drive, Buford, GA 30519 678-546-1200
AD1 Atlanta LS Hotels DE, LLC Atlanta-North Druid Hills, GA 1975 North Druid Hills Road, Atlanta, GA 30329 404-320-6600
Northlake Hotel Investors, LLC Atlanta-Northlake, GA 3400 Northlake Pkwy NE, Atlanta, GA 30345 770-493-1966
769 Hammond Atlanta, LLC Atlanta-Perimeter Center, GA 769 Hammond Drive NE, Atlanta, GA 30328 404-303-0014
Imperial Investments Southlake, LLC Atlanta-Southlake, GA 1533 Southlake Pkwy, Morrow, GA 30260 770-968-8990
MK Hotels LLC Atlanta-Stockbridge, GA 7342 Hannover Parkway North, Stockbridge, GA 30281 770-389-0065
MVK AARS Hospitality LLC Atlanta-Town Center/Kennesaw, GA 871 Cobb Place Blvd., Kennesaw, GA 30144 770-426-0017
Dr. Harinderjit Singh Augusta/Gordon Hwy, GA 306 Timbercreek Lane, Augusta, GA 30909 706-396-5500
Bran Hospitality Bainbridge, Inc. Bainbridge, GA 1522 Tallahassee Highway, Bainbridge, GA 39819 229-246-1341
Blue Ridge Hotel, LLC Blue Ridge, GA 50 W. Main Street, Blue Ridge, GA 30513 706-642-9001
Vivaana LLC Bremen-I-20 (Carrollton Area), GA 28 Price Creek Road, Bremen, GA 30110 770-537-9001
Highland Lodging, LLC Carrollton, GA 102 South Cottage Hill Road, Carrollton, GA 30117 770-838-7722
Paradise Group Cartersville, L.L.C. Cartersville, GA 5600 Hwy 20 SE, Cartersville, GA 30121-5211 770-382-8999
Four J S Family LLLP Columbus Downtown, GA 1201 Broadway Avenue, Columbus, GA 31901 706-5074204
Four J S Family LLLP Columbus South Fort Moore, GA 2870 S. Lumpkin Rd., Columbus, GA 31903 706-660-5550
Four J S Family LLLP Columbus-North, GA 7390 Bear Lane, Columbus, GA 31909-2516 706-256-2222
Maiya Madhu, Inc. Commerce, GA 153 Hampton Court, Commerce, GA 30529 706-335-6161
Gold Key Hospitality, LLC Cornelia, GA 161 Market Corners Drive, Cornelia, GA 30531 706-778-0040
Royal Hotel Investments of Covington, Inc. Covington, GA 14460 Paras Dr, Covington, GA 30014 678-212-2500
1000 Market Street, LLC Dalton, GA 1000 Market Street, Dalton, GA 30720 706-226-4333
IMANI Douglas Property, LLC Douglas, GA 1604 S. Peterson Avenue, Douglas, GA 31533 912-383-7550
Emerson Hospitality LLC Emerson LakePoint, GA 86 Old Allatoona Rd SE, Cartersville, GA 30121 678-792-3375
Bran Hospitality Forsyth, Inc. Forsyth, GA 360 S Frontage Rd, Forsyth, GA 31029 478-994-9990
N & R HOTELS, INC. Gainesville, GA 450 Jesse Jewel Parkway, SW, Gainesville, GA 30501 770-503-0300
HMS Operating Inc. Helen, GA 147 Unicoi Street, Helen, GA 30545 706-878-3310
VIP Liberty LLC Hinesville, GA 1148 E. Oglethorpe Highway, Hinesville, GA 31313 912-877-4090
Desai Brothers, LLC Kingsland, GA 102 Reddick Road, Kingsland, GA 31548 912-729-1900
Four J S Family LLLP LaGrange near Callaway Gardens, GA 100 Willis Circle, LaGrange, GA 30240 706-845-1115
P & S Hotels, Inc. Lake Hartwell, GA 1357 E Franklin St, Hartwell, GA 30643 706-376-4700
Quality Oil Company, LLC Lawrenceville Duluth, GA 6010 Sugarloaf Parkway, Lawrenceville, GA 30043 678-407-0018
U.S. Hospitality Management, LLC Locust Grove, GA 345 Tanger Blvd., Locust Grove, GA 30248 678-782-7501
Madison Hospitality, LLC Madison, GA 2012 Eatonton Road, Madison, GA 30650 706-342-9003

EXHIBIT A

Milledgeville Lodging LLC Milledgeville, GA 2461 N. Columbia Street, Milledgeville, GA 31061 478-451-0050
Northlake Development, LLC Moultrie, GA 441 Hampton Way NE, Moultrie, GA 31788 229-616-7777
Elite Hotel Management LLC Norcross, GA 5655 Jimmy Carter Blvd., Norcross, GA 30071 770-446-3210
Baraka Hospitality Group LLC Peachtree Corners/Norcross, GA 440 Technology Parkway NW, Peachtree Corners, GA 30092 770-729-0015
Bran Hospitality Perry, LLC Perry, GA 102 Hampton Court, Perry, GA 31069 478-987-7681
Vasp Hospitality, L.L.C. Ringgold/Ft. Oglethorpe, GA 6875 Battlefield Parkway, Ringgold, GA 30736 706-935-4800
NF IV-VA SSCI HI Savannah Op Co, LLC Savannah-Historic District, GA 201 E. Bay St., Savannah, GA 31401 912-231-9700
MCRT3 Savannah Tenant LLC Savannah-I-95 North, GA 7050 GA-21, Port Wentworth, GA 31407 912-966-2000
Shree Swamiji, Inc. Savannah-I-95/Richmond Hill, GA 4679 Highway 17, Richmond Hill, GA 31324 912-756-2272
Atlantic Hospitality Ventures, L.L.C. St. Simons Island, GA 2204 Demere Road, Saint Simons Island, GA 31522 912-634-2204
BPR Statesboro, LLC Statesboro, GA 350 Brampton Avenue, Statesboro, GA 30458 912-489-8989
Camp Hospitality, Inc. Thomasville, GA 1950 Georgia Highway 122, Thomasville, GA 31757 229-227-0040
Palmetto Hotels, Inc. Thomson, GA 1702 Washington Road, Thomson, GA 30824 706-595-5300
Heed Hospitality LLC Valdosta/Lake Park Area, GA 4906 Timber Drive, Lake Park, GA 31636 229-559-5565
Bran Hospitality Vidalia, Inc. Vidalia, GA 3303 East First St, Vidalia, GA 30474 912-526-0235
Legendary Hospitality, LLC Warner Robins, GA 4000 Watson Blvd., Warner Robins, GA 31093 478-953-9443
Shree Rama Inc. Waycross, GA 1720 Brunswick Highway, Waycross, GA 31501 912-285-5515
Shree Gurudev Dutt, LLC Waynesboro, GA 235 Peachtree Street, Waynesboro, GA 30830 706-558-4190

IDAHO

BHH HA, LLC Boise-Airport, ID 3270 South Shoshone, Boise, ID 83705 208-331-5600
TR2, LLC Burley, ID 560 Hampton Drive, Burley, ID 83318 208-878-7040
Hotel Developers - Idaho Falls No. 1, LLC Idaho Falls At The Mall, ID 2500 Channing Way, Idaho Falls, ID 83404 208-529-9800
Hotel Developers-Eagle Rock, LLC Idaho Falls/Airport, ID 645 Lindsay Blvd, Idaho Falls, ID 83402 208-523-1400
NPH, LLC Lewiston, ID 2701 Nez Perce Drive, Lewiston, ID 83501 208-743-9004
Twin Falls Hotels, LLC Twin Falls, ID 1658 Fillmore Street North, Twin Falls, ID 83301 208-734-2233

ILLINOIS

Super Rajal, L.L.C. Bloomington-West, IL 906 Maple Hill Road, Bloomington, IL 61705 309-829-3700
NNDYM KB, Inc. Bourbonnais/Kankakee, IL 64 Ken Hayes Drive, Bourbonnais, IL 60914 815-933-3800
Carbondale Hotels LLC Carbondale, IL 2175 Reed Station Parkway, Carbondale, IL 62901 618-549-6900
Champaign West Hospitality, LLC Champaign Southwest, IL 3308 Mission Drive, Champaign, IL 61822 217-356-0726
HIT Portfolio II MISC TRS, LLC Champaign/Urbana, IL 1200 West University Avenue, Urbana, IL 61801 217-337-1100
U.S. REIF Jupiter N. Jefferson Fee, LLC Chicago Downtown West Loop, IL 116 N Jefferson, Chicago, IL 60661 312-648-0000
MPAL HURON, LLC Chicago Downtown/Magnificent Mile, IL 160 E. Huron St., Chicago, IL 60611 312-706-0888

EXHIBIT A

Integrated Motor Club LLC Chicago Downtown/N Loop/Michigan Ave, IL 68 E. Wacker Place, Chicago, IL 60601 312-419-9014
Elgin Hospitality Group, LLC Chicago Elgin / I-90, IL 405 Airport Rd., Elgin, IL 60123-9356 847-931-1940
Michigan Cermak Indiana LLC Chicago McCormick Place, IL 123 East Cermak, Suite 100, Chicago, IL 60616 312-791-1121
Albion Hotel LLC Chicago North/Loyola Station, IL 1209 West Albion Ave, Chicago, IL 60626 312-265-5800
Wrigley Hospitality, Inc. Chicago Orland Park, IL 16176 LaGrange Road, Orland Park, IL 60467 708-2063048
Shubert Hotel Associates Chicago Theatre District, IL 22 W. Monroe, Chicago, IL 60603 312-332-5052
Maa Krupa Hotels LLC Chicago/Gurnee, IL 5550 Grand Ave., Gurnee, IL 60031 847-662-1100
RRG1 Hospitality Operating LLC Chicago/Naperville, IL 1087 East Diehl Rd., Naperville, IL 60563 630-505-1400
H.I. HERITAGE INN OF TINLEY PARK OPCO, L.L.C. Chicago/Tinley Park, IL 18501 North Creek Drive, Tinley Park, IL 60477 708-633-0602
Blackhawk Lodging Inc. Chicago-Carol Stream, IL 205 W. North Avenue, Carol Stream, IL 60188 630-681-9200
RLJ II HA Midway Lessee, LLC Chicago-Midway Airport, IL 6540 S. Cicero Ave., Bedford Park, IL 60638 708-496-1900
Saga Chicago Co., Ltd. Chicago-O'Hare Int'l Airport, IL 3939 N. Mannheim Rd., Schiller Park, IL 60176 847-671-1700
BGMR HAMC, L.L.C. Collinsville, IL 7 Commerce Drive, Collinsville, IL 62234 618-346-4400
Evergreen Hospitality, LLC Decatur Southeast, IL 4855 East Evergreen Court, Decatur, IL 62521 217-864-3297
CNI THL OPS, LLC Decatur/Forsyth, IL 1429 Hickory Point Drive, Forsyth, IL 62535 217-877-5577
Newgen Assets, LLC DeKalb (Near the University), IL 663 S. Annie Glidden Road, DeKalb, IL 60115 815-748-4323
KSR Hospitality, LLC Freeport, IL 109 S. Galena Avenue, Freeport, IL 61032 815-232-7100
Woodstock Hotel, Inc. Huntley Chicago, IL 13000 Illinois Route 47, Huntley, IL 60142 847-669-9737
Century Hospitality, LLC Jacksonville, IL 1725 West Morton Avenue, Jacksonville, IL 62650 217-291-0415
UMIYA Hotel Venture Two LLC Joliet - I-55, IL 3555 Mall Loop Drive, Joliet, IL 60431 815-439-9500
Umiya Hotel Venture LLC Joliet - I-80, IL 1521 Riverboat Center Drive, Joliet, IL 60436 815-725-2424
Shri Saigroup LLC Lincoln, IL 1019 North Heitmann Drive, Lincoln, IL 62656 217-732-6729
Litchfield Hotel Ventures, LLC Litchfield, IL 11 Thunderbird Circle, Litchfield, IL 62056 217-324-4441
Macomb Hotel, LLC Macomb, IL 1639 East Jackson Street, Macomb, IL 61455 309-837-6000
RS Hospitality of Marion LLC Marion, IL 2710 West DeYoung, Marion, IL 62959 618-997-0528
AMI HOTELS, LLC McHenry, IL 1555 South Route 31, McHenry, IL 60050 815-578-1900
Brisam Vernon LLC Mount Vernon, IL 221 Potomac Boulevard, Mount Vernon, IL 62864 618-244-2323
Regency Park Investors, LLC O'Fallon, IL 430 Regency Park, O'Fallon, IL 62269 618-589-9006
North Ottawa Hotel Group, L.L.C. Ottawa (Starved Rock Area), IL 4115 Holiday Lane, Ottawa, IL 61350 815-434-6040
Paris Hospitality, LLC Paris, IL 2006 South Main Street, Paris, IL 61944 217-463-6182
Johnson Peoria Ventures, L.L.C. Peoria-East, IL 11 Winners Way, East Peoria, IL 61611 309-694-0711
Pontiac Hotel Associates, LLC Pontiac, IL 2000 Grand Prix Drive, Pontiac, IL 61764 815-844-4400
IB Rockford Hotel Partners LLC Rockford, IL 615 Clark Drive, Rockford, IL 61107-5816 815-2290404
H Z Corporation St. Louis/Columbia, IL 165 Admiral Trost Dr., Columbia, IL 62236 618-281-9000
CNI THL OPS, LLC St. Louis/Fairview Heights, IL 150 Ludwig Dr., Fairview Heights, IL 62208 618-397-3275

EXHIBIT A

Yorkville Hospitality LLC Yorkville, IL 310 East Countryside Parkway, Yorkville, IL 60560 630-553-9805

INDIANA

Brisam Anderson LLC Anderson, IN 2312 Hampton Drive, Anderson, IN 46013 765-622-0700

Auburn Hospitality, Inc. Auburn, IN 1020 Smaltz Way, Auburn, IN 46706 260-925-1100

Bedford Hotel Developers, LLC & GVPT Bedford LLC as Tenants- Bedford, IN 1322 Becky Skillman Way, Bedford, IN 47421 812-902-2600

DLC Hotel II, LLC Bloomington, IN 2100 N. Walnut St., Bloomington, IN 47404 812-334-2100

J Enterprises Inn of Columbus, LLC Columbus/Taylorville/Edinburgh, IN 12161 N. US 31, Edinburgh, IN 46124 812-526-5100

Corydon Hotel Developers, LLC Corydon, IN 2455 Landmark Avenue, Corydon, IN 47112 812-738-6688

CP Stay 1, LLC Crown Point, IN 10850 Delaware Parkway, Crown Point, IN 46307 219-661-8181

Shree Ram, LLC of Elkhart Elkhart, IN 215 Northpointe Blvd., Elkhart, IN 46514 574-264-2525

Ashford TRS Evansville I LLC Evansville, IN 8000 Eagle Crest Blvd., Evansville, IN 47715 812-473-5000

Encore Hotel Owners II of Evansville, LLC Evansville/Airport, IN 5701 Highway 41 North, Evansville, IN 47711 812-464-1010

Jairaj Dupont, LLC Ft. Wayne/Dupont Road, IN 3520 East Dupont Road, Fort Wayne, IN 46825 260-483-3999

HIT SWN TRS, LLC Ft. Wayne-Southwest, IN 8219 West Jefferson Blvd., Fort Wayne, IN 46804 260-459-1999

Hariomshiv, Inc. Goshen, IN 1968 Lincolnway East, Goshen, IN 46526 574-533-8800

K-1 Investment, LLC Greenfield, IN 2271 William Way, Greenfield, IN 46140 317-467-0700

Indy Canal Lodging Associates, LLC Indianapolis Downtown IUPUI, IN 414 West Vermont Street, Indianapolis, IN 46202 317-6777001

PHVIF III Indianapolis, LLC Indianapolis Dwtm across from Circle Cen 105 S. Meridian Street, Indianapolis, IN 46225 317-261-1200

MCR Indianapolis 2 Tenant, LLC Indianapolis Northwest/Park 100, IN 5860 West 73rd Street, Indianapolis, IN 46278 317-290-6000

Anson Hospitality, LLC Indianapolis NW/Zionsville, IN 6005 S. Main Street, Whitestown, IN 46075 317-768-2330

LHG Castleton LLC Indianapolis-NE/Castleton, IN 6817 E. 82nd Street, Indianapolis, IN 46250 317-576-0220

DREP-BC Indy Owner LLC Indianapolis-South, IN 7045 McFarland Blvd., Indianapolis, IN 46237 317-889-0722

North Pointe Development, LLC Indianapolis-SW/Plainfield, IN 2244 East Perry Road, Plainfield, IN 46168 317-839-9993

MGA Family Group, Inc. Jasper, IN 355 Third Avenue, Jasper, IN 47546 812-481-1888

LaPorte Hotel Suites, LLC La Porte, IN 1777 West High-Point Drive, LaPorte, IN 46350 219-362-6100

HMLA Lafayette LLC Lafayette, IN 3941 South Street, Lafayette, IN 47905 765-447-1600

Lebanon Hospitality L.L.C. Lebanon, IN 410 N Mt. Zion Rd, Lebanon, IN 46032 765-481-2920

H.H.B., LLC Louisville-North/Clarksville, IN 1501 Broadway, Clarksville, IN 47129 812-280-1501

Marion Hotel LLC Marion, IN 1502 N. Baldwin Avenue, Marion, IN 46952 765-662-6656

CS17 Indiana Hotels, LLC Merrillville, IN 8353 Georgia Street, Merrillville, IN 46410 219-736-7600

New Albany Hospitality, L.L.C. New Albany, IN 411 W. Spring St, New Albany, IN 47150 812-945-2771

HAPTG Hospitality LLC Portage, IN 6353 Melton Road, Portage, IN 46368 219-764-1919

HIPI Holding LLC Princeton, IN 107 S. Richland Creek Drive, Princeton, IN 47670 812-385-2400

Choice Inn of Seymour, LLC Seymour, IN 247 N. Sandy Creek Drive, Seymour, IN 47274 812-523-2409

EXHIBIT A

Shri Harikrishna Hospitality, Inc. Shelbyville, IN 59 E. Rampart St., Shelbyville, IN 46176 317-398-9100
PSM Hospitality, Inc. Terre Haute, IN 3325 S. U.S. Highway 41, Terre Haute, IN 47802 812-242-2222
Vincennes Hotel Developers, LLC Vincennes, IN 2863 Ford Rd, Vincennes, IN 47591 812-316-0999
Rahee Hospitality Inc. Wabash, IN 1610 North Cass Street, Wabash, IN 46992 260-225-7555
VIKAT, LLC Warsaw, IN 115 Robmar Drive, Warsaw, IN 46580 574-268-2600
John T. Phair Westfield Indianapolis, IN 17400 Wheeler Road, Westfield, IN 46074 317-7631900

IOWA

Broomstick Lodging LLC Cedar Falls Downtown, IA 101 West 1st Street, Cedar Falls, IA 50613 319-242-7350
Sorrento Holdings CR, LLC Cedar Rapids, IA 3265 6th Street, SW, Cedar Rapids, IA 52404 319-362-8144
HI CTK, Inc. Clinton, IA 2781 Wild Rose Circle South, Clinton, IA 52732 563-243-5555
Kinseth Hospitality VI L.C. Council Bluffs, IA 2204 River Road, Council Bluffs, IA 51501 712-328-2500
LVP HMI Des Moines Holding Corp. Des Moines-Airport, IA 5001 Fleur Drive, Des Moines, IA 50321 515-287-7300
Dodge Street Hotel Associates, L.C. Dubuque, IA 3434 Dodge Street, Dubuque, IA 52003 563-690-2005
Coralville Hotel Associates, L.C. Iowa City/Coralville, IA 1200 First Avenue, Coralville, IA 52241 319-351-6600
Ravi Lodging Inc. Iowa City/University Area, IA 4 Sturgis Corner Drive, Iowa City, IA 52240 319-339-8000
HK Corporation Keokuk, IA 3201 Main Street, Keokuk, IA 52632 319-524-6700
Sajni Lodging, Inc. Muscatine, IA 3303 North Port Drive, Muscatine, IA 52761 563-264-3003
Maple Two Investments LLC Omaha Airport, IA 2020 Abbott Drive, Carter Lake, IA 51510 712-847-0699
Prairie Winds Hotel Holdings, LLC Orange City, IA 914 8th Street, SE, Orange City, IA 51041 712-707-4100
OTM Hospitality, Inc. Ottumwa, IA 943 N Quincy Avenue, Ottumwa, IA 52501 641-814-8888
Chrisbro II, Inc. Waterloo Cedar Valley, IA 2034 La Porte Road, Waterloo, IA 50702 319-233-2044
WRLP West Des Moines, LLC West Des Moines Lake Drive, IA 7060 Lake Drive, West Des Moines, IA 50266 515-223-4700

KANSAS

Bosselman Motels, Inc. Colby, KS 1000 East Willow Drive, Colby, KS 67701 785-460-2333
CHU3 Derby, LLC Derby, KS 1701 Cambridge Street, Derby, KS 67037 316-425-7900
Emporia Hotels LLC Emporia, KS 2900 Eaglecrest Dr., Emporia, KS 66801 620-412-9040
Shiva Hotels, Inc. Garden City, KS 2505 Crestway, Garden City, KS 67846 620-272-0454
Gardner Hospitality, LLC Gardner Conference Center, KS 151 S. Cedar Niles Rd., Gardner, KS 66030 913-856-2100
Goddard Destination Hotel, LLC Goddard, KS 455 North Crowne Drive, Goddard, KS 67052 316-453-0444
Shiva Hotels, Inc. Hays, KS 4002 General Hays Rd., Hays, KS 67601 785-621-4444
Ishwar Patel & Thoutireddy (T.K.) Reddy HUTCHINSON, KS 1401 1 2 East 11th Ave, Hutchinson, KS 67501 620-665-9800
JC Hotel Group LLC Junction City, KS 1039 S. Washington Street, Junction City, KS 66441 785-579-6950
1400 MJAS, LLC Kansas City The Legends, KS 1400 Village West Parkway, Kansas City, KS 66111 913-328-1400

EXHIBIT A

Metcalf Hotel Partners LLC Kansas City/Overland Park, KS 10591 Metcalf Frontage Road, Overland Park, KS 66212 913-341-1551
Shree Ram Investments LLC Kansas City/Shawnee Mission, KS 16555 Midland Drive, Shawnee, KS 66217 913-248-1900
Magers Lodgings, Inc. Lawrence, KS 2300 W. 6th Street, Lawrence, KS 66049 785-841-4994
Crystal Hospitality LLC Leavenworth, KS 405 Choctaw Street, Leavenworth, KS 66048 913-6801500
McPherson Lodging Inc. McPherson, KS 200 N Centennial Dr, McPherson, KS 67460 620-4802990
Chaudhry's Investment Group Olathe, KS 12081 S. Strang Line Road, Olathe, KS 66062 913-393-1111
S & B Motels, Inc. Salina, KS 401 West Schilling Road, Salina, KS 67401 785-823-9800
Elite Investments, Inc. Topeka, KS 1515 S.W. Arrowhead Rd, Topeka, KS 66604 785-228-0111
HCW Wichita Hotel, LLC Wichita Northwest, KS 10047 W 29th Street North, Wichita, KS 67205 316-925-6600
Supreme Bright Kansas VIII, LLC Wichita-East, KS 9449 E. Corporate Hills Dr., Wichita, KS 67207 316-686-3576

KENTUCKY

Kapra, Inc. Ashland, KY 1321 Cannonsburg Rd., Ashland, KY 41102 606-928-2888
KCR Hospitality, LLC Bardstown, KY 985 Chambers Blvd., Bardstown, KY 40004 502-349-0100
MCRT3 Bowling Green Tenant LLC Bowling Green, KY 233 Three Springs Road, Bowling Green, KY 42104 270-842-4100
Carrollton Host Enterprises, LLC Carrollton, KY 7 Slumber Lane, Carrollton, KY 41008 502-732-0700
Cave City Hospitality, LLC Cave City, KY 803 Sanders Street, Cave City, KY 42127 270-773-7300
BCA Hospitality, Inc. Cincinnati Airport-North, KY 755 Petersburg Road, Hebron, KY 41048 859-689-1960
Steeplechase Hotel, LLC Cincinnati-Airport South, OH 7393 Turfway Rd., Florence, KY 41042 859-283-1600
JCH Enterprises, LLC Corbin, KY 125 Adams Road, Corbin, KY 40701 606-523-5696
Laxmi Narayan, LLC Danville, KY 100 Montgomery Way, Danville, KY 40422 859-236-6200
Tander Properties, LLC Dry Ridge, KY 1200 Cull Road, Dry Ridge, KY 41035 859-823-7111
E-Town Motel Associates, LLC Elizabethtown, KY 1035 Executive Drive, Elizabethtown, KY 42701 270-765-6663
Five Star Hospitality, LLC Frankfort, KY 1310 U.S. 127 South, Frankfort, KY 40601 502-223-7600
Sarina Management, Inc. Franklin, KY 4010 Nashville Road, Franklin, KY 42134 270-598-8001
Rainmaker Holdings XI LLC I-75 Lexington/Hamburg Area, KY 2251 Elkhorn Rd., Lexington, KY 40505 859-299-2613
Barkley Lake Inn, Inc. Kuttawa/Eddyville, KY 62 Days Inn Drive, Kuttawa, KY 42055 270-388-5777
Good Knight, LLC Lebanon, KY 1125 Loretto Road, Lebanon, KY 40033 270-699-4000
Phil G. Greer Lexington Medical Center, KY 1953 Nicholasville Road, Lexington, KY 40503 859-313-9000
Rainmaker Holdings X LLC Lexington/Georgetown, KY 128 Darby Drive, Georgetown, KY 40324 502-867-4888
CNI THL OPS, LLC Lexington-South, KY 3060 Lakecrest Circle, Lexington, KY 40513 859-223-0088
Big Blue Enterprises, LLC London-North, KY 200 Alamo Drive, London, KY 40741 606-864-0011
Louisville Hotel Partners LLC Louisville East/Hurstbourne, KY 1150 Forest Bridge Rd., Building B, Louisville, KY 40223 502-426-1822
OM SHANTI, INC. Louisville I-65 @ Brooks Rd., KY 180 Willabrook Drive, Brooks, KY 40109-5254 502-957-5050
Diamond Hospitality, LLC Louisville-Airport, KY 800 Phillips Lane, Louisville, KY 40209 502-366-8100

EXHIBIT A

INK LESSEE, LLC Louisville-Downtown, KY 101 East Jefferson Street, Louisville, KY 40202 502-585-2200
Louisville Hotel Associates, LLC Louisville-Northeast, KY 4100 Hampton Lake Way, Louisville, KY 40241 502-327-8880
Mason Host, LLC Maysville, KY 503 Market Place Drive, Maysville, KY 41056 606-759-0600
Morehead Ventures, LLC Morehead, KY 500 Hampton Way, Morehead, KY 40351 606-780-0601
Thoroughbred Holdings II, LLC Nicholasville Brannon Crossing, KY 453 East Brannon Road, Nicholasville, KY 40356 859-7247599
Sainath Hospitality, LLC Oak Grove Fort Campbell, KY 164 Naomi Lane, Oak Grove, KY 42262 270-640-7299
Owensboro Hotel Associates, LLC Owensboro South, KY 615 Salem Drive, Owensboro, KY 42303 270-926-2006
Bailey Hotel, LLC Pikeville, KY 831 Hambley Blvd, Pikeville, KY 41501 606-432-8181
Mahalaxmi Host, LLC Richmond, KY 1099 Barnes Mill Road, Richmond, KY 40475 859-626-1002
Rolling Hills Richwood II, LLC Richwood Cincinnati South, KY 12929 Frogtown Connector Road, Walton, KY 41094 859-485-0365
Quadrant Shalimar Simpsonville, LLC Simpsonville, KY 814 Aristocrat Ct, Simpsonville, KY 40067 502-405-3243
HPT Hotels, LLC Somerset, KY 4141 S. Highway 27, Somerset, KY 42501 606-676-8855
Phil G. Greer Williamsburg, KY 530 Highway 92 W, Williamsburg, KY 40769 606-549-3775
Winchester Hotels, Inc. Winchester, KY 1025 Early Dr., Winchester, KY 40391 859-745-2000

LOUISIANA

Triumph Investment Group, LLC Baton Rouge/Denham Springs, LA 201 Rushing Road West, Denham Springs, LA 70726 225-665-0555
Gulf Breeze Hotel Corporation/LNRC Venture Baton Rouge-I-10 & College Drive, LA 4646 Constitution Avenue, Baton Rouge, LA 70808 225-926-9990
Laxmi of Broussard, LLC Broussard-Lafayette Area, LA 2280 E. Main Street, Broussard, LA 70518 337-330-2500
Pinnacle Lodging, LLC Covington, LA 68700 Highway 190 Service Road, Covington, LA 70433 985-809-0019
AUM Gonzales LLC Gonzales, LA 2634 West Outfitters Drive, Gonzales, LA 70737 225-450-6999
Sunray Hospitality, LLC Hammond, LA 401 Westin Oak Drive, Hammond, LA 70403 985-419-2188
Houma20 Hospitality LLC Houma, LA 1728 Martin Luther King Blvd., Houma, LA 70360 985-2660400
JLD of Lafayette LLC Lafayette, LA 2144 West Willow Street, Scott, LA 70583 337-236-6161
Kismet Hospitality, L.L.C. Lake Charles, LA 3175 Holly Hill Road, Lake Charles, LA 70601 337-480-6443
Cajun Hospitality Group, LLC Laplace, LA 4288 Highway 51, Laplace, LA 70068 985-652-5002
LAXMI OF NEW LLANO, LLC Leesville Fort Johnson, LA 136 Express Blvd, Leesville, LA 71446 337-239-2929
Bheema Hospitality, LLC Metairie, LA 2730 North Causeway Boulevard, Metairie, LA 70002 504-831-7676
Narendra R. (Neal) Patel Natchitoches, LA 5300 University Parkway, Natchitoches, LA 71457 318-354-0010
Amit "Al" Patel New Orleans French Quarter Market Area, 501 Elysian Fields, New Orleans, LA 70117 504-381-0041
NF IV-I NOLA Garden Op Co, LLC New Orleans-St. Charles Ave./Garden Dist 3626 St. Charles Ave., New Orleans, LA 70115 504-899-9990
Opelousas Hotel Group, Inc. Opelousas, LA 1700 Commerce Blvd, Opelousas, LA 70570 337-284-3428
MIC RLA, LLC Ruston, LA 1315 North Trenton Street, Ruston, LA 71270 318-251-3090
Shree Ram Enterprises of Shreveport, L.L.C. Shreveport, LA 5226 Monkhouse Drive, Shreveport, LA 71109 318-636-4447
Savoy Bossier City Hotels, LLC Shreveport/Bossier City, LA 1005 Gould Drive, Bossier City, LA 71111 318-752-1112

EXHIBIT A

Bell Hospitality Inc. Slidell, LA 56460 Frank Pichon Road, Slidell, LA 70458 985-726-9777
Vision Hotels LLC Sulphur/Lake Charles Area, LA 210 Henning Drive, Sulphur, LA 70663 337-527-0000
Shriji West Monroe, Inc. West Monroe, LA 601 Mane Street, West Monroe, LA 71292 318-938-2800

MAINE

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

MARYLAND

Bayview Hotel Partners, LLC Baltimore/Bayview Campus, MD 6571 Eastern Avenue, Baltimore, MD 21224 410-631-5796
HIT Portfolio I HIL TRS, LLC Baltimore/Glen Burnie, MD 6617 Ritchie Hwy., Glen Burnie, MD 21061 410-761-7666
Home Run Lodging, LLC Baltimore/Owings Mills, MD 10521 Red Run Boulevard, Owings Mills, MD 21117 410-654-2780
AHIP MD Baltimore 8225 Enterprises LLC Baltimore/White Marsh, MD 8225 Town Center Dr., Baltimore, MD 21236 410-931-2200
PHVIF II Baltimore LLC Baltimore-Downtown-Convention Center, MD 550 Washington Blvd., Baltimore, MD 21230 410-685-5000
Nova Bowie DE LLC Bowie, MD 15202 Major Lansdale Blvd., Bowie, MD 20716 301-809-1800
College Park Hospitality Group, LLC College Park, MD 9670 Baltimore Avenue, College Park, MD 20740 301-345-2200
Grand Prix Fixed Lessee LLC Columbia, MD 8880 Columbia 100 Parkway, Columbia, MD 21045 410-997-8555
Willowbrook Holdings, LLC Cumberland, MD 109 Welton Drive, Cumberland, MD 21502 301-729-4028
D & H Ventures, Inc. Easton, MD 8058 Ocean Gateway, Easton, MD 21601 410-822-2200
Nova Elkton Hotels LLC Elkton, MD 2 Warner Road, Elkton, MD 21921 410-398-7777
AVR Frederick Hotel LLC Frederick, MD 5311 Buckeystown Pike, Frederick, MD 21704 301-698-2500
Maganlal V. Patel Frostburg, MD 11200 New Georges Creek Road, Frostburg, MD 21532 301-689-1998
DPR Enterprises, Incorporated Hagerstown I-81 18300 Peak Circle, Hagerstown, MD 21742 240-420-1970
DPR Enterprises, Incorporated Hagerstown, MD 1716 Dual Highway, Hagerstown, MD 21740-6635 301-739-6100

EXHIBIT A

LP Hotel, LLC Lexington Park, MD 22211 Three Notch Road, Lexington Park, MD 20653 301-863-3200
IHM Salisbury LLC Salisbury, MD 121 E. Naylor Mill Road, Salisbury, MD 21804 410-334-3080
Towson Hotel LLC Towson, MD 21 West Susquehanna Avenue, Towson, MD 21204 667-275-7100
Waldorf Prosperity, LLC Waldorf, MD 3750 Crain Highway, Waldorf, MD 20603 301-632-9600

MASSACHUSETTS

Amesbury Hospitality LLC Amesbury, MA 284 Elm Street, Amesbury, MA 01913 978-834-5080
OM SHRI AGASI MATA LLC Auburn, MA 736 Southbridge Street, Auburn, MA 01501 774-221-0055
Bedford Lodging Associates, LLC Boston Bedford Burlington, MA 25 Middlesex Turnpike, Billerica, MA 01821-3936 978-262-9977
EH24, LLC Boston Logan Airport Chelsea, MA 200 2nd Street, Chelsea, MA 02150 617-884-3334
Parcel A Development Lessee, LLC Boston Seaport District, MA 670 Summer Street, Boston, MA 02210 857-356-3033
Concord Madison Woburn LLC Boston Woburn, MA 371 Washington Street, Woburn, MA 01801 781-935-1110
EH Braintree, LLC Boston/Braintree, MA 215 Wood Road, Braintree, MA 02184 781-380-3300
NATRAJ HOSPITALITY LLC Boston/Cambridge, MA 191 Monsignor O'Brien Highway, Cambridge, MA 02141 617-494-5300
Buffalo-Marlborough Associates, LLC Boston/Marlborough, MA 277 Boston Post Road West, Marlborough, MA 01752 508-787-9888
DDH Hotel Natick/Speen, LLC Boston/Natick, MA 319 Speen Street, Natick, MA 01760 508-653-5000
HIT Portfolio I MISC TRS, LLC Boston/Peabody, MA 59 Newbury Street - Route 1 North, Peabody, MA 01960 978-536-2020
WB Inn, LLC Boston/Westborough 15 Connector Road, Westborough, MA 01581 508-329-5570
MHF Logan Operating V LLC Boston-Logan Airport, MA 230 Lee Burbank Highway, Revere, MA 02151 781-286-5665
ALDK Norwood, LLC Boston-Norwood, MA 434 Providence Highway Rt. 1, Norwood, MA 02062 781-769-7000
David L. Darling Buzzards Bay Cape Cod Canal, MA 12 Kendall Rae Place, Buzzards Bay, MA 02532 508-444-4508
Hershal, LLC Chicopee/Springfield, MA 600 Memorial Drive, Chicopee, MA 01020 413-593-1500
LaFrance Hospitality, Corp. Fall River/Westport, MA 53 Old Bedford Road, Westport, MA 02790 508-675-8500
735 Union Franklin, LLC Franklin/Milford, MA 735 Union Street, Franklin, MA 02038 508-520-2999
Parmar and Sons, Inc. Hadley-Amherst Area, MA 24 Bay Road, Hadley, MA 01035 413-586-4851
Haverhill Hospitality, LLC Haverhill, MA 106 Bank Road, Haverhill, MA 01832 978-374-7755
1 HI Fairhaven, LLC New Bedford/Fairhaven, MA 1 Hampton Way, Fairhaven, MA 02719 508-990-8500
Raynham Hotel LLC Raynham/Taunton, MA 600 New State Highway, Raynham, MA 02767 508-822-6222
Paul R. Lohnes Salem Boston, MA 11 Dodge Street, Salem, MA 01970 978-414-3100
Darling Hotels Inc. Seekonk, MA 1030 Fall River Avenue, Seekonk, MA 02771 508-336-9000
SDP Partners, LLC Sturbridge, MA 328 Main Street, Sturbridge, MA 01566 508-347-6466
Springfield Welcome, LLC West Springfield, MA 1011 Riverdale St., West Springfield, MA 01089 413-732-1300
Westfield Barnes LLC Westfield, MA 39 Southampton Road, Westfield, MA 01085 413-564-6900

EXHIBIT A

MICHIGAN

FH-Hotel Ann Arbor Opco, L.L.C. Ann Arbor-North, MI 2300 Green Road, Ann Arbor, MI 48105 734-996-4444
Ann Arbor South Hospitality, LLC Ann Arbor-South, MI 925 Victors Way, Ann Arbor, MI 48108 734-665-5000
H.I. HERITAGE INN OF BATTLE CREEK OPCO, L.L.C. Battle Creek, MI 1150 Riverside Drive, Battle Creek, MI 49017 269-979-5577
Big Rapids Inn & Suites, Inc. Big Rapids, MI 15320 Waldron Way, Big Rapids, MI 49307 231-5277333
Birch Run Hospitality LLC Birch Run/Frankenmuth, MI 12130 Tiffany Blvd., Birch Run, MI 48415 989-624-2500
Brighton Hotel Suites, Inc. Brighton, MI 8068 Challis Road, Brighton, MI 48116 810-225-8363
Cal Tex Hospitality LLC Coldwater, MI 391 North Willowbrook Road, Coldwater, MI 49036 517-279-9800
Commerce Hospitality Management, Inc. Commerce Novi, MI 169 Loop Road, Commerce Township, MI 48390 248-624-8100
Oakland Commons Midwest, LLC Detroit Southfield, MI 26080 Northwestern Highway, Southfield, MI 48076 248-2562350
SUS Hospitality Investment, LLC Detroit/Auburn Hills South, MI 2200 Featherstone Road, Auburn Hills, MI 48326 248-334-3324
Auburn Hills Investment, LLC Detroit/Auburn Hills-North (Great Lakes 3988 Baldwin Road, Auburn Hills, MI 48326 248-322-1100
Belleville Nights, Inc. Detroit/Belleville-Airport Area, MI 46280 N. I-94 Service Drive, Belleville, MI 48111 734-699-2424
Hallmark Ventures, LLC Detroit/Dearborn, MI 22324 Michigan Avenue, Dearborn, MI 48124 313-562-0000
HIT Portfolio I HIL TRS, LLC Detroit/Madison Heights/South Troy, MI 32420 Stephenson Hwy., Madison Heights, MI 48071 248-585-8881
Northville Superior Hospitality, LLC Detroit/Northville, MI 20600 Haggerty Rd., Northville, MI 48167 734-462-1119
Devi Holdings LLC Detroit/Roseville, MI 33680 Gratiot Avenue, Clinton Township, MI 48035 586-792-1500
Southgate Hospitality Group LLC Detroit/Southgate, MI 13555 Prechter Boulevard, Southgate, MI 48195 734-574-4000
Shelby Hospitality Investments, LLC Detroit/Utica-Shelby Township, MI 51620 Shelby Parkway, Shelby Township, MI 48315 586-731-4267
HIT Portfolio II MISC TRS, LLC East Lansing, MI 2500 Coolidge Road, East Lansing, MI 48823 517-324-2072
GAYLORD SM HOSPITALITY LLC Gaylord, MI 230 Dickerson Road, Gaylord, MI 49735 989-731-4000
Walker Hospitality Group II, LLC Grand Rapids-North, MI 500 Center Dr. NW, Grand Rapids, MI 49544 616-647-1000
Wyoming Hospitality, Inc. Grand Rapids-South, MI 755 54th Street SW, Wyoming, MI 49509 616-261-5500
HIH, Inc. Holland, MI 12427 Felch Street, Holland, MI 49424 616-399-8500
CNI THL OPS, LLC Jackson, MI 2225 Shirley Drive, Jackson, MI 49202 517-789-5151
ANR Kalamazoo Hotel 2, LLC Kalamazoo, MI 2610 Airview Boulevard, Kalamazoo, MI 49001 269-343-0400
Schoolcraft Hospitality, LLC Livonia Detroit, MI 28151 Schoolcraft Road, Livonia, MI 48150 734-237-4480
TJ & RM Larson, Inc. Marquette/Waterfront, MI 461 South Lakeshore Boulevard, Marquette, MI 49855 906-228-6001
Krishiv Hospitality II LLC Marshall, MI 325 Sam Hill Drive, Marshall, MI 49068 269-789-0131
Midland Lodging LLC Midland, MI 6701 Eastman Avenue, Midland, MI 48642 989-837-4000
Buddy Two, LLC Monroe, MI 1565 North Dixie Highway, Monroe, MI 48162 734-289-5700
Alpine Holdings, L.L.C. Mt. Pleasant, MI 5205 E. Pickard, Mount Pleasant, MI 48858 989-772-5500
HSS Muskegon Hotel Opco, L.L.C. Muskegon, MI 1401 East Ellis Road, Muskegon, MI 49444 231-799-8333
GH of Niles LLC Niles, MI 1446 South 11th Street, Niles, MI 49120 269-684-1446
70 Port Huron LLC Port Huron, MI 1655 Yeager Street, Port Huron, MI 48060 810-966-9000

EXHIBIT A

Soo Hotel, Inc. Sault Ste. Marie, MI 3295 175 Business Spur, Sault Sainte Marie, MI 49783 906-635-3000
MM Hospitality LLC South Haven, MI 04299 Cecilia Drive, South Haven, MI 49090 269-639-8550
S & B Lodging, LLC Southfield/West Bloomfield, MI 33096 Northwestern Hwy, West Bloomfield, MI 48322 248-6716500
Midwest Hospitality Partners, Inc. Sturgis-Lagrange Area, MI 71451 S. Centerville Road, Sturgis, MI 49091 269-651-4210
125Eastbay, LLC Traverse City, MI 1000 U.S. 31 North, Traverse City, MI 49686 231-946-8900

MINNESOTA

Midas Brooklyn Park I, LLC Brooklyn Park Minneapolis, MN 9470 West Broadway, Brooklyn Park, MN 55445 763-567-7990
Canal Properties, Inc. Duluth Canal Park, MN 310 Canal Park Drive, Duluth, MN 55802 218-720-3000
D & T Eden Prairie LLC Eden Prairie Minneapolis, MN 11825 Technology Drive, Eden Prairie, MN 55344 952-377-8010
Greischar and Torgerson III, LLC Fairmont, MN 100 Hampton Dr., Fairmont, MN 56031-0922 507-235-2626
Zenith Asset Company, LLC Hibbing, MN 4225 9th Avenue West, Hibbing, MN 55746 218-262-0000
AirLake Hospitality LLC Lakeville Minneapolis, MN 20851 Keokuk Avenue, Lakeville, MN 55044 952-213-3144
BBC and Torgerson, LLC Minneapolis Bloomington West, MN 5400 American Blvd. W., Bloomington, MN 55437 952-905-2950
Forstrom and Torgerson HNW, L.L.C. Minneapolis NW Maple Grove, MN 7745 Elm Creek Blvd. N., Maple Grove, MN 55369 763-494-4498
Msp Burnsville LLC Minneapolis/Burnsville, MN 14400 Nicollet Court, Burnsville, MN 55306 952-435-6366
LF3 Eagan TRS, LLC Minneapolis/Eagan, MN 3000 Eagandale Place, Eagan, MN 55121 651-688-3343
WKS Shakopee LLC Minneapolis/Shakopee, MN 4175 Dean Lakes Blvd., Shakopee, MN 55379 952-641-3600
Woodparks LLC Minneapolis/St. Paul-Woodbury, MN 1450 Weir Drive, Woodbury, MN 55125 651-578-2822
HR L.L.C. Minneapolis-Roseville, MN 2050 Iona Lane West, Roseville, MN 55113 651-209-3000
Broadway Hotel Group LLC Rochester, MN 1755 South Broadway, Rochester, MN 55904 507-287-9050
H-GRR LLC Spicer Green Lake, MN 100 Lake Avenue North, Spicer, MN 56288 320-796-3000
WHD LLC Warroad, MN 109 State Ave N, Warroad, MN 56763 218-386-4900

MISSISSIPPI

Onyx Batesville Hotel, LLC Batesville, MS 103 Lakewood Drive, Batesville, MS 38606 662-578-5555
Arbuda Global Hotel, LLC Biloxi/Ocean Springs, MS 13921 Big Ridge Road, Biloxi, MS 39532 228-872-6370
Twin Peaks, LLC Biloxi-Beach Boulevard, MS 1138 Beach Boulevard, Biloxi, MS 39530 228-435-9010
KO-AM, LLC Brookhaven, MS 1213 Hampton Drive, Brookhaven, MS 39601-7788 601-823-3800
DHG CTNMS LLC Canton, MS 133 Soldier Colony Road, Canton, MS 39046 601-859-8700
Chawla and Chawla, Inc. Clarksdale, MS 15000 New Africa Road, Clarksdale, MS 38614 662-621-1717
Chawla Inns, Inc. Cleveland, MS 912 North Davis Highway 61 North, Cleveland, MS 38732 662-846-2915
Little Properties, Inc. Corinth, MS 2107 Highway 72 West, Corinth, MS 38834 662-286-5949
Chawla Ventures, Inc. Greenville, MS 1155 VFW Road, Greenville, MS 38701 662-335-7515
Chawla Lodging, Inc. Greenwood, MS 1815 Highway 82 West, Greenwood, MS 38930 662-455-7985

EXHIBIT A

Hattiesburg HP, LLC Hattiesburg, MS 120 Plaza Drive, Hattiesburg, MS 39402 601-268-0606
Hernando Hotel Group LLC Hernando, MS 2675 McIngvale Road, Hernando, MS 38632 662-449-7737
Chawla Brothers, LLC Indianola, MS 913 Highway 82 West, Indianola, MS 38751 662-445-2000
Urmada Company, LLC Jackson/Clinton, MS 493 Springridge Road, Clinton, MS 39056 601-925-9393
Shriji Flowood, LLC Jackson/Flowood (Airport Area), MS 115 Hospitality Drive, Flowood, MS 39232 601-709-5200
Neelam Funding, Inc. Jackson/Pearl-International Airport, MS 1234 Phillips Street, Pearl, MS 39208 601-932-7676
Jayjala Inc. Jackson/Richland-Highway 49, MS 891 U.S. 49 South, Richland, MS 39218 601-398-2116
PR MIG Southaven OpCo, LLC Memphis/Southaven, MS 7097 Sleepy Hollow Dr, Southaven, MS 38671 662-349-8855
103 Lauderdale Lodging, LLC Meridian, MS 103 US Highway 11 80, Meridian, MS 39301 601-483-3000
Janlis MS, LLC Moss Point Pascagoula, MS 6730 Hwy 63 North, Moss Point, MS 39563 228-246-0777
Zenith Asset Company II, LLC New Albany, MS 320 Coulter Cove, New Albany, MS 38652 662-534-7722
Desoto Inns, Inc. Olive Branch, MS 6830 Crumpler Blvd., Olive Branch, MS 38654 662-893-7600
Ganesh Investments, LLC Oxford/Conference Center, MS 103 Ed Perry Blvd., Oxford, MS 38655 662-234-5565
Jay Investments, LLC Oxford-West, MS 110 Heritage Drive, Oxford, MS 38655 662-232-2442
West Side Fund III, LLC Starkville, MS 700 Highway 12, Starkville, MS 39759 662-324-1333
Chawla Holdings, Inc. Yazoo City, MS 2161 Grand Avenue, Yazoo City, MS 39194 662-746-3333

MISSOURI

Belton Hospitality LLC Belton/Kansas City area, MO 16410 Cornerstone Drive, Belton, MO 64012 816-416-8006
Bryan Hotels, Inc. Branson On the Strip, MO 3695 W. 76 Country Blvd, Branson, MO 65616 417-337-5762
Bryan Hotels II Delaware, LLC Branson/Branson Hills, MO 200 South Payne Stewart Drive, Branson, MO 65616 417-243-7800
Midamerica Hotels Corporation Cape Girardeau I-55 East, MO 207 S. Mount Auburn Rd., Cape Girardeau, MO 63703 573-334-4499
Town Creek Plaza, LLC Clinton, MO 900 Kansas Avenue, Clinton, MO 64735 660-885-4488
Columbia Hotel Partners, LLC Columbia, MO 3410 Clark Lane, Columbia, MO 65202 573-886-9392
BRS HOTELS LLC Farmington, MO 850 Valley Creek Drive, Farmington, MO 63640 573-760-8700
Labella Enterprises, Inc. Jefferson City-@ Capital Mall, MO 4800 Country Club Drive, Jefferson City, MO 65109-4542 573-634-7440
RS JOPLIN 36 LLC Joplin, MO 3107 East 36th Street, Joplin, MO 64804 417-659-9900
Happy Hotels LLC Kansas City Northeast, MO 4233 N. Corrington Ave., Kansas City, MO 64117 816-452-1010
TS2 KC, LLC Kansas City Southeast, MO 9484 Marion Ridge Drive, Kansas City, MO 64137 816-7044400
Shubh Hospitality, Inc. and Shiv LLC of Michigan Kansas City/Blue Springs, MO 900 NW South Outer Road, Blue Springs, MO 64015 816-220-3844
Gumbel Entity Group, LLC Kansas City/Downtown/Financial District, 801 Walnut Street, Kansas City, MO 64106 816-6523160
Apple Nine Services Kansas City, Inc. Kansas City/Liberty, MO 8551 Church Rd., Kansas City, MO 64157 816-415-9600
Texas Hospitality Fund II, LLC Kansas City-Airport, MO 11212 North Newark Circle, Kansas City, MO 64153 816-464-5454
Lees Summit, LLC Kansas City-Lees Summit, MO 1751 NE Douglas Street, Lee's Summit, MO 64086 816-347-8600
1960 II, LLC Kirksville, MO 2604 N. Baltimore St., Kirksville, MO 63501 660-956-4686

EXHIBIT A

Dream, Inc. Lebanon, MO 930 Ivey Lane, Lebanon, MO 65536 417-533-3100
Ozark Hotel Associates 3, LLC Poplar Bluff, MO 2420 Crestwood Drive, Poplar Bluff, MO 63901 573-300-4550
Reena, Inc. Rolla, MO 2201 N. Bishop, Rolla, MO 65401 573-308-1060
Sedalia Properties, LLC Sedalia, MO 3909 West 9th Street, Sedalia, MO 65301 660-951-1163
Midas Cotton Ridge, LLC Sikeston, MO 1240 Commerce Drive, Sikeston, MO 63801 573-621-4100
EAS Investment Enterprises, Inc. Springfield-South, MO 3232 S. Glenstone, Springfield, MO 65804 417-882-6611
EAS Investment Enterprises, Inc. Springfield-Southeast, MO 3370 E. Montclair, Springfield, MO 65804 417-882-1003
St. Charles Hotel Group LLC St. Charles St. Peters, MO 3720 West Clay Street, Saint Charles, MO 63301 636-947-6800
H.I. HERITAGE INN OF ST. JOSEPH OPCO, L.L.C. St. Joseph, MO 3928 Frederick Avenue, Saint Joseph, MO 64506 816-390-9300
Midas Wentzville Bluffs, LLC St. Louis Wentzville, MO 150 Wentzville Bluffs Dr, Wentzville, MO 63385 636-445-3780
Chesterfield Lodging, L.L.C. St. Louis/Chesterfield, MO 16201 Swingley Ridge Road, Chesterfield, MO 63017-1798 636-537-2500
Double Star Maryland Heights LLC St. Louis/Westport, MO 2454 Old Dorsett Rd., Maryland Heights, MO 63043 314-298-7878
Apple Nine Services St. Louis, Inc. St. Louis-Downtown (At the Gateway Arch) 333 Washington Avenue, Saint Louis, MO 63102 314-621-7900
Drury 141, L.L.L.P. St. Louis-I-44 Southwest (Near Six Flags 9 Lambert Drury Drive, Saint Louis, MO 63088 636-529-9020
Ehrhardt's Lebanon L.L.C. St. Robert/Ft. Leonard Wood, MO 103 St. Robert Plaza, Saint Robert, MO 65584 573-336-3355
MCRAV Lodging LLC West Plains, MO 1064 London Lane, West Plains, MO 65775 417-255-0442

MONTANA

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

NEBRASKA

Infinity Hospitality, Inc. Bellevue, NE 3404 Samson Way, Bellevue, NE 68123 402-292-1607
Columbus Lodging, LLC Columbus, NE 3536 23rd Street, Columbus, NE 68601 402-835-2099
Yogi Motel, Inc. Grand Island, NE 504 North Diers Avenue, Grand Island, NE 68803 308-384-9777
Hastings Lodging 2, LLC Hastings, NE 215 E 31st Street, Hastings, NE 68901 402-303-6778
Talmadge Properties, Inc. Kearney, NE 507 Talmadge Street, Kearney, NE 68845 308-234-3400
Cornhusker Hospitality II, LLC & MAC Hotel Group III, LLC Lincoln Airport, NE 1055 West Bond Street, Lincoln, NE 68521 402-4746465
Lincoln Vandervoort, LLC Lincoln-South/Heritage Park, NE 5922 Vandervoort Drive, Lincoln, NE 68516 402-420-7800
Paul J. Younes Norfolk, NE 904 South 20th Street, Norfolk, NE 68701 402-379-3585
4th Generation Development, Inc. North Platte, NE 200 Platte Oasis Parkway, North Platte, NE 69101 308-534-6000

EXHIBIT A

DMI, LLC Omaha Midtown- Aksarben Area, NE 1401 South 72nd Street, Omaha, NE 68124 402-933-5510
Omaha Global Hotel, LLC Omaha West-Lakeside, NE 17606 Arbor Plaza, Omaha, NE 68130 402-330-9500
CHU2 Omaha, LLC Omaha/West Dodge Road (Old Mill), NE 11201 Davenport Street, Omaha, NE 68154 402-334-4938
Sidney Partnership, LLC Sidney, NE 635 Cabela Drive, Sidney, NE 69162 308-254-2111
BenJo, LLC York, NE 309 West David Drive, York, NE 68467 402-362-0222

NEVADA

Gold Dust Elko, LLC Elko, NV 674 Cimarron Way, Elko, NV 89801 775-777-8181
LVB Giles LLC Las Vegas Strip South, NV 7850 Giles Street, Las Vegas, NV 89123 702-936-8290
Craig Properties, LLC Las Vegas/North Speedway, NV 2852 East Craig Road, North Las Vegas, NV 89030 702-655-0111
SSJV Hospitality LLC Las Vegas/Summerlin, NV 7100 Cascade Valley Court, Las Vegas, NV 89128 702-360-5700
LV Trop Partners LLC Tropicana, NV 4975 S. Dean Martin Dr., Las Vegas, NV 89118-1656 702-948-8100

NEW HAMPSHIRE

Giri Bow Inc. Concord/Bow, NH 515 South Street, Bow, NH 03304 603-224-5322
Gangagi, LLC Dover, NH 9 Hotel Drive, Dover, NH 03820 603-516-5600
MANI, LLC Lincoln White Mountains, NH 58 Main Street, Lincoln, NH 03251 603-7457224
Murphy Littleton, LLC Littleton, NH 580 Meadow Street, Littleton, NH 03561 603-444-0025
Olympia Equity Investors XXIII, LLC Nashua, NH 407 Amherst Street, Nashua, NH 03063 603-883-5333
Giri Portsmouth, LLC Portsmouth Central, NH 99 Durgin Lane, Portsmouth, NH 03801 603-431-6111

NEW JERSEY

338 WHP Limited Liability Company Atlantic City/Absecon, NJ 338 E. White Horse Pike, Absecon, NJ 08205 609-385-0801
Rising Sun Hotels of NJ, LLC Bordentown, NJ 2004 US Highway 206, Bordentown, NJ 08505 609-298-4000
Calandra Enterprises, Inc. Carlstadt-at the Meadowlands, NJ 304 Paterson Plank Road, Carlstadt, NJ 07072 201-935-9000
IHM Clinton, LLC Clinton, NJ 16 Frontage Drive, Clinton, NJ 08809 908-713-4800
Comsleep Properties, LLC Cranbury, NJ 1261 S. River Road, Cranbury, NJ 08512 609-642-6440
Tej Denville Hospitality, LLC Denville/Rockaway/Parsippany, NJ 350 Morris Avenue, Denville, NJ 07834 973-664-1050
Bhavi Motel, L.L.C. East Windsor, NJ 384 Monmouth Street, East Windsor, NJ 08520 609-426-1600
SSN Egg Harbor LLC Egg Harbor Township Atlantic City, NJ 6708 Tilton Road, Egg Harbor Township, NJ 08234 609-641-4500
Flemington Investors, L.P. Flemington, NJ 14-B Royal Road, Flemington, NJ 08822 908-284-9427
Ghanshyam Hospitality LLC Linden, NJ 501 West Edgar Rd., Linden, NJ 07036 908-862-3222
Longwood Hospitality, LLC Neptune/Wall, NJ 4 McNamara Way, Neptune, NJ 07753-3100 732-643-0500
Scion Hotels LLC Newark Airport, NJ 450 Route 1 and 9 South, Newark, NJ 07114 973-2420900
4H Inns LLC North Brunswick/New Brunswick, NJ 841 Georges Road, North Brunswick, NJ 08902 732-246-3555

EXHIBIT A

Hook Mountain Associates LLC Old Bridge, NJ 300 Spring Valley Road, Old Bridge, NJ 08857 732-851-0300
Paramus Hospitality LLC Paramus, NJ 625 From Road, Paramus, NJ 07652 201-262-0046
HHC TRS FP Portfolio, LLC Parsippany, NJ 1 Hilton Ct, Parsippany, NJ 07054 973-290-9058
Pennsville Hotel Corporation Pennsville (Wilmington Area), NJ 429 North Broadway, Pennsville, NJ 08070 856-351-1700
Tej Mt. Laurel Hospitality, LLC Philadelphia/Mt. Laurel, NJ 5000 Crawford Place, Mount Laurel, NJ 08054 856-778-5535
JSK North Princeton LLC Princeton, NJ 4385 US 1 South, Princeton, NJ 08540 609-951-0066
Ridgefield Properties, LLC Ridgefield Park, NJ 100 Route 46 East, Ridgefield Park, NJ 07660 201-641-2900
Buffalo-SPNJ Associates, LLC South Plainfield, NJ 205 New World Way, South Plainfield, NJ 07080 908-561-2600
Akshar Hospitality, LLC Swedesboro Philadelphia, NJ 2 Pureland Drive, Swedesboro, NJ 08085 856-467-6200
Turnersville Hospitality, LLC Turnersville (Philadelphia Area), NJ 5800 Route 42, Blackwood, NJ 08012 856-228-4200
Mori Properties Limited Liability Company Voorhees, NJ 320 Route 73, Voorhees, NJ 08043 856-751-1212
Woodbridge Hotel Investors Inc. Woodbridge, NJ 370 US-9 N, Woodbridge, NJ 07095 732-855-6900

NEW MEXICO

OTERO COUNTY MOTEL COMPANY, INC. Alamogordo, NM 1295 Hamilton Road, Alamogordo, NM 88310 575-439-1782
Terrapin ABQ East Owner 2017, LLC Albuquerque-University/Midtown, NM 2300 Carlisle NE, Albuquerque, NM 87110 505-837-9300
Xenia LLC Clovis, NM 224-A Fairway Terrace, Clovis, NM 88101 575-5300300
Deming Lodging Inc. Deming, NM 3751 E Cedar Street, Deming, NM 88030 575-546-2022
Optima Hospitality, Inc., Lordsburg, NM 412 Wabash, Lordsburg, NM 88045 575-542-8900
M2 Santa Fe Tenant LLC Santa Fe South, NM 3430 Cerrillos Rd, Santa Fe, NM 87507 505-471-4411
Allied Hotels Group LLC Santa Rosa, NM 2475 Historic Rt 66, Santa Rosa, NM 88435 575-472-2300
WPA Taos I, LLC Taos, NM 1515 Paseo del Pueblo Sur, Taos, NM 87571 575-737-5700

NEW YORK

Turf Western Ave., Inc. Albany-Western Ave/University Area, NY 1442 Western Avenue, Albany, NY 12203 518-438-0001
CAPITOL HOSPITALITY LLC Albany-Wolf Road (Airport), NY 10 Ulenski Drive, Albany, NY 12205 518-438-2822
Oxford Hospitality LLC Batavia, NY 4360 Commerce Drive, Batavia, NY 14020 585-815-0475
CNI THL OPS, LLC Binghamton/Johnson City, NY 630 Field Street, Johnson City, NY 13790 607-729-9125
Indus Lake Road, Inc. Brockport, NY 4873 Lake Road, Brockport, NY 14420 585-391-6747
Brooklyn LW Hotel Associates, L.P. Brooklyn/Downtown, NY 125 Flatbush Ave Extension, Brooklyn, NY 11201 718-875-8800
Willowbrook Hospitality, LLC Buffalo - Amherst, NY 1601 Amherst Manor Drive, Buffalo/Amherst, NY 14221 716-559-7010
Hamburg Lodging Inc. Buffalo/Hamburg, NY 5444 Camp Road, Hamburg, NY 14075 716-649-3769
Village Lodging Associates, LLC Buffalo/Williamsville, NY 5455 Main Street, Williamsville, NY 14221 716-632-0900
Buffalo-Walden, LLC Buffalo-Airport/Galleria Mall, NY 1745 Walden Avenue, Cheektowaga, NY 14225 716-894-8000
Slade Group, LLC Buffalo-South/I-90, NY 1750 Ridge Road, West Seneca, NY 14224 716-824-2030

EXHIBIT A

MILYA LLC Clifton Park, NY 620 Plank Road, Clifton Park, NY 12065 518-373-2345
Erwin Hospitality Associates, LLC Corning/Painted Post, NY 248 Town Center Road, Painted Post, NY 14870 607-936-5020
Cortland Lodging Associates, LLC Cortland, NY 26 River Street, Cortland, NY 13045 607-662-0007
East Aurora Lodging Associates, LLC East Aurora, NY 49 Olean Street, East Aurora, NY 14052 716-655-3300
BFH II, LLC Elmira/Horseheads, NY 51 Arnot Road, Horseheads, NY 14845 607-795-3333
544 Fishkill Hospitality, LLC Fishkill, NY 544 Route 9, Fishkill, NY 12524 845-896-4000
RLJ II - HA Garden City Lessee, LLC Garden City Long Island, NY 1 North Avenue, Garden City, NY 11530 516-227-2720
Mart Inn, Inc. Geneseo, NY 4250 Lakeville Road, Geneseo, NY 14454 585-447-9040
Lakefront Hospitality LLC Geneva, NY 43 Lake Street, Geneva, NY 14456 315-781-2035
Woodbury 136 LLC Harriman/Woodbury, NY 60 Centre Drive, Central Valley, NY 10917 845-782-9600
INDUS 36, LLC Hornell, NY 1060 State Route 36, Hornell, NY 14843 607-9682101
LNH Hospitality, Inc. Ithaca, NY 337 Elmira Road, Ithaca, NY 14850 607-277-5500
Kingston Hospitality, Inc. Kingston, NY 1307 Ulster Avenue, Kingston, NY 12401 845-382-2600
Neelkanth Hotel LLC Lockport, NY 6082 Transit Road, Lockport, NY 14094 716-625-6900
Excel Holdings 16 LLC Long Island/Brookhaven, NY 2000 North Ocean Avenue, Farmingville, NY 11738 631-732-7300
Commack CHI, LLC Long Island/Commack, NY 680 Commack Rd., Commack, NY 11725 631-462-5700
Grand Prix Fixed Lessee LLC Long Island/Islandia, NY 1600 Veterans Memorial Highway, Islandia, NY 11749 631-234-0400
KFHC Hospitality Lessee Two LLC Manhattan Grand Central, NY 231 East 43rd Street, New York, NY 10017 212-897-3385
32 Pearl, LLC Manhattan/Downtown-Financial District, N 32 Pearl Street, New York, NY 10004 212-480-3500
Palmetto Hospitality of Manhattan II, LLC Manhattan/Times Square Central, NY 220 West 41st St., New York, NY 10036-7203 212-221-1188
HCIN Duo One Lessee, LLC Manhattan/Times Square South, NY 337 West 39th Street, New York, NY 10018 212-967-2344
59 West 35th Street Operator LLC Manhattan-35th Street/Empire State Bldg, 59 W. 35th Street, New York, NY 10001 212-564-3688
HCIN Chelsea Grand East Lessee, LLC Manhattan-Chelsea, NY 108 West 24th Street, New York, NY 10011 212-414-1000
HCIN Herald Square Lessee, LLC Manhattan-Madison Square Garden Area, NY 116 West 31st Street, New York, NY 10001-3401 212-947-9700
High Hotels, Ltd. Middletown, NY 20 Crystal Run Crossing, Middletown, NY 10941 845-344-3400
Catskill Hospitality Holding LLC Monticello, NY 29 Golden Ridge Road, Monticello, NY 12701 845-5138400
LIXI Nanuet, Inc. Nanuet, NY 260 NY-59, Nanuet, NY 10954 845-623-0900
New Paltz Hospitality, LLC New Paltz, NY 4 South Putt Corners Road, New Paltz, NY 12561 845-255-4200
Haley Point OPCO, LLC New York City Times Square, NY 150 W 48th Street, New York, NY 10017 212-329-3011
ASAP 135th Ave Jamaica, LLC New York-JFK Apt(Jamaica/Queens),NY 144-10 135th Avenue, Jamaica, NY 11436 718-322-7500
LaGuardia Express LLC New York-LaGuardia Airport, NY 102-40 Ditmars Blvd, East Elmhurst, NY 11369 718-672-6600
REHC 1, Inc. Niagara Falls, NY 501 Rainbow Boulevard, Niagara Falls, NY 14303 716-285-6666
Falls Hotel, LLC Niagara Falls/Blvd, NY 6501 Niagara Falls Boulevard, Niagara Falls, NY 14304 716-283-0601
MTL, LLC Oneonta, NY 225 River Street, Oneonta, NY 13820 607-433-9000
Tioga Hotel LLC Owego, NY 1030 State Route 17C, Owego, NY 13827 607-687-4600

EXHIBIT A

Keuka Lake Hotel LLC Penn Yan, NY 110 Mace Street, Penn Yan, NY 14527 315-536-8202
Potsdam Hotel Associates LLC Potsdam/Canton, NY 169 Market Street, Potsdam, NY 13676 315-265-0100
Indus Panorama Trail, Inc. Rochester Penfield, NY 950 Panorama Trail S, Penfield, NY 14625 585-249-0601
Shyam Hotels LLC Rochester/Greece, NY 500 Center Place Drive, Rochester, NY 14615 585-663-6070
Blue Crystal Hospitality LLC Rochester/Webster, NY 878 Hard Road, Webster, NY 14580 585-671-2050
Rochester Hotel Group LLC Rochester-Irondequoit, NY 1323 East Ridge Road, Rochester, NY 14621 585-339-3500
Rome Hospitality Group LLC Rome, NY 1352 Floyd Avenue, Rome, NY 13441 315-7090000
Schenectady Hotel, LLC Schenectady Downtown, NY 450 State Street, Schenectady, NY 12305 518-377-4500
SF Hotel Group, LLC Seneca Falls, NY 1950 Balsley Road, Seneca Falls, NY 13148 315-539-3939
Nayana, Inc. Syracuse/Clay, NY 3948 State Route 31, Liverpool, NY 13090 315-622-3443
Marsh Enterprises, LLC Utica, NY 172 - 180 North Genesee Street, Utica, NY 13502 315-733-1200
5186 Route 365 Hospitality, LLC Verona at Turning Stone, NY 5186 Route 365, Verona, NY 13478 315-363-3801
Peppercorn Lodging Company Watertown, NY 155 Commerce Park Drive, Watertown, NY 13601 315-782-2222
KRE HIP Hptn Tarrytown Owner LLC White Plains/Tarrytown, NY 200 West Main Street, Elmsford, NY 10523 914-592-5680

NORTH CAROLINA

AHIP NC Asheboro Enterprises LLC Asheboro, NC 1137 E. Dixie Drive, Asheboro, NC 27203 336-625-9000
South Asheville Hotel Associates, LLC Asheville-Tunnel Rd., NC 204 Tunnel Road, Asheville, NC 28805 828-255-9220
Benson Hotel Group, LLC Benson, NC 100 Water Place Landing, Benson, NC 27504 919-701-8000
Kinderton Inn, LLC Bermuda Run, NC 196 NC Hwy 801 North, Bermuda Run, NC 27006 336-998-3480
LPCA, LLC Black Mountain, NC 306 Black Mountain Avenue, Black Mountain, NC 28711 828-669-1000
Khadijah's, Inc. Brevard, NC 275 Forest Gate Dr., Pisgah Forest, NC 28768 828-883-4800
Montcross Hotel Associates, LLC Charlotte/Belmont at Montcross, NC 820 Cecilia Alexander Dr., Belmont, NC 28012 704-825-6100
HIT Portfolio I NTC HIL TRS, LP Charlotte/Gastonia, NC 1859 Remount Road, Gastonia, NC 28054 704-866-9090
MCRT3 Matthews Tenant LLC Charlotte/Matthews, NC 9615 Independence Pointe Pkwy, Matthews, NC 28105 704-841-1155
SREE-TBM-Monroe, L.L.C. Charlotte/Monroe, NC 2368 Roland Drive, Monroe, NC 28110 704-220-2200
Lake Norman Hotel, Inc. Charlotte-North/Lake Norman, NC 19501 Statesville Road, Cornelius, NC 28031 704-892-9900
8419 N Tryon Charlotte, LLC Charlotte-University Place, NC 8419 N. Tryon Street, Charlotte, NC 28262 704-548-0905
NF IV-VA SSCI Charlotte Op Co, LLC Charlotte-Uptown, NC 530 E. Martin Luther King Jr. Blvd., Charlotte, NC 28202 704-373-0917
MCRT3 Concord Tenant LLC Concord/Kannapolis, NC 612 Dickens Place NE, Concord, NC 28025 704-793-9700
MCRT3 Dunn Tenant LLC Dunn, NC 100 Jesse Tart Circle, Dunn, NC 28334 910-892-4333
Eden Hospitality LLC Eden, NC 724 S. Van Buren Road, Eden, NC 27288 336-627-1111
Edenton Hospitality Group, LLC Edenton, NC 115 Hampton Drive, Edenton, NC 27932 252-482-3500
First Investment Associates of Elizabeth City, LLC Elizabeth City, NC 402 Halstead Boulevard, Elizabeth City, NC 27909 252-333-1800
Fayetteville Choice Properties, Inc. Fayetteville Fort Liberty, NC 1700 Skibo Road, Fayetteville, NC 28303 910-487-4006

EXHIBIT A

MNM Hotels, LLC Franklin, NC 244 Cunningham Road, Franklin, NC 28734 828-369-0600
Zenith Asset Company, LLC Goldsboro, NC 905 N. Spence Avenue, Goldsboro, NC 27534 919-778-1800
7803 National Service Hotel, LLC Greensboro-Airport, NC 7803 National Service Road, Greensboro, NC 27409 336-605-5500
P & T Triad Hospitality, LLC Greensboro-East/McLeansville, NC 903 Knox Road, McLeansville, NC 27301 336-544-3333
Opal Hotels-Greenville, LLC Greenville, NC 305 SW Greenville Boulevard, Greenville, NC 27834 252-355-7400
H2 Associates of Havelock, LLC Havelock, NC 105 Tourist Center Drive, Havelock, NC 28532 252-447-9400
Akshar Investments, Inc. Henderson I-85, NC 385 Ruin Creek Road, Henderson, NC 27536 252-492-3007
New River Hospitality, Inc. Hendersonville, NC 155 Sugarloaf Road, Hendersonville, NC 28792 828-697-2333
PCA HAI, LLC Hickory, NC 1956 13th Avenue Drive SE, Hickory, NC 28602 828-624-2000
Daly GC, Inc. High Point, NC 10066 North Main Street, Archdale, NC 27263 336-434-5200
Riverview Jonesville, L.L.C. Jonesville/Elkin, NC 1632 North Carolina 67 Highway, Jonesville, NC 28642 336-835-1994
Kernersville Hotels, LLC Kernersville, NC 150 Clayton Forest Drive, Kernersville, NC 27284 336-497-0724
Kings Hospitality DE LLC Kinston, NC 1382 Highway 258 South, Kinston, NC 28504 252-468-0420
Classic Venture Hospitality, LLC Laurinburg, NC 115 Hampton Circle, Laurinburg, NC 28352 910-277-1516
LNC Lodgings, LLC Lexington, NC 1245 Fairview Drive, Lexington, NC 27292 336-300-7009
Lincolnton Hospitality, LLC Lincolnton, NC 129 Roper Drive, Lincolnton, NC 28092 704-736-2000
LUM-LOT 1, LLC Lumberton, NC 204 Wintergreen Drive, Lumberton, NC 28358 910-7383332
Riverview Holdings, L.L.C. Marion, NC 3560 U.S. 221 South, Marion, NC 28752 828-652-5100
Concord Hospitality Associates, LLC Mebane, NC 105 Spring Forest Drive, Mebane, NC 27302 919-563-5400
Hotel Morehead City Opco, L.L.C. Morehead City, NC 4035 Arendell St., Morehead City, NC 28557-9900 252-240-2300
Morganton Hotel Associates, LLC Morganton, NC 115 Bush Drive, Morganton, NC 28655 828-432-2000
Hemlock Hospitality, LLC Mount Airy, NC 2029 Rockford Street, Mount Airy, NC 27030 336-789-5999
Stephen B. Dickey Murphy, NC 1550 Andrews Road, Murphy, NC 28906 828-837-1628
New Bern Hospitality, Inc. New Bern, NC 200 Hotel Drive, New Bern, NC 28562 252-637-2111
201 Ashville Raleigh, LLC Raleigh/Cary, NC 201 Ashville Avenue, Cary, NC 27518 919-859-5559
Shriji of Raleigh, LLC Raleigh/Clayton I-40, NC 100 Hampton Drive, Garner, NC 27529 919-773-1977
RDU Choice Properties, Inc. Raleigh/Durham-Airport, NC 1010 Airport Blvd., Morrisville, NC 27560 919-462-1620
Sriswami, Inc. Raleigh/Garner, NC 110 Drexmere Street, Garner, NC 27529 919-772-6500
WF Hotel, Inc. Raleigh/Town of Wake Forest, NC 12318 Wake Union Church Road, Wake Forest, NC 27587 919-554-0222
Ephant Group HI Raleigh, LLC Raleigh-Capital Blvd. North, NC 3621 Spring Forest Road, Raleigh, NC 27616 919-872-7111
PVC, Inc. Roanoke Rapids, NC 85 Hampton Boulevard, Roanoke Rapids, NC 27870 252-537-7555
FCM Associates - Rocky Mount, Inc. Rocky Mount, NC 530 N. Winstead Avenue, Rocky Mount, NC 27804 252-937-6333
Daly Choice Properties, Inc. Roxboro, NC 920 Durham Road, Roxboro, NC 27573 336-599-8800
SAFHI, INC. Salisbury, NC 1001 Klumac Road, Salisbury, NC 28144 704-637-8000
Alishan Hotel, LLC Sanford, NC 1904 South Horner Blvd., Sanford, NC 27330 919-775-2000

EXHIBIT A

Smithfield Hotel Investors LLC Smithfield Selma, NC 160 Towne Centre Place, Smithfield, NC 27577 919-965-6151
Sneads Ferry Ventures, LLC Sneads Ferry North Topsail Beach, NC 1248 NC Highway 210, Sneads Ferry, NC 28460 910-327-5555
Trimurti of Spring Lake, LLC Spring Lake Fayetteville, NC 1050 North Bragg Blvd., Spring Lake, NC 28390 910-438-0945
AHIP NC Statesville 1508 Enterprises, LLC Statesville, NC 1508 Cinema Drive, Statesville, NC 28625 704-883-8380
JKSK Hospitality, LLC Washington, NC 2085 West 15th Street, Washington, NC 27889 252-940-4556
SPECTRUM HOSPITALITY, LLC Wilkesboro, NC 1300 S Collegiate Drive, Wilkesboro, NC 28697 336-838-5000
Washington Hospitality, LLC Williamston, NC 1099 Hampton Court, Williamston, NC 27892 252-809-1100
Wilmington Hotel Group, LLC Wilmington Downtown, NC 225 Grace Street, Wilmington, NC 28401 910-251-3930
Medical Park Hotels, LLC Wilmington-Medical Park, NC 2320 S. 17th Street, Wilmington, NC 28401 910-796-8881
Eastwood Hotel Group, LLC Wilmington-University Area/Smith Creek S 124 Old Eastwood Road, Wilmington, NC 28403 910-791-9899
Patco Lodging of Wilson, LLC Wilson-Downtown, NC 2806 Wolf Trap Drive, Wilson, NC 27896 252-243-4040
Quality Oil Company, LLC Winston-Salem Hanes Mall, NC 1990 Hampton Inn Court, Winston-Salem, NC 27103 336-760-1660

NORTH DAKOTA

JPK, Inc. Bismarck, ND 1440 Mapleton Ave, Bismarck, ND 58503 701-751-3100

OHIO

OHM Fairlawn, LLC Akron/Fairlawn, OH 80 Springside Drive, Akron, OH 44333 330-666-7361
Om Kara Hospitality, Ltd. Akron-South, OH 880 ARLINGTON RIDGE EAST, Akron, OH 44312 330-644-6579
PAMT Investment Group, LLC Ashtabula, OH 2900 GH Drive, Austinburg, OH 44010 440-275-2000
Athens 405 Hotel, LLC Athens, OH 986 East State Street, Athens, OH 45701 740-593-5600
Jai Bapa Swami, LLC Blue Ash Cincinnati, OH 4761 Creek Road, Blue Ash, OH 45242 513-791-2822
R & Y Bowling Green, LLC Bowling Green, OH 142 Campbell Hill Road, Bowling Green, OH 43402 419-353-3464
Guest Suite Cambridge, LLC Cambridge, OH 8775 Georgetown Road, Cambridge, OH 43725 740-439-0600
Sunshine Hospitality, LLC Cincinnati-Eastgate, OH 858 Eastgate North Drive, Cincinnati, OH 45245 513-752-8584
Oasis Property Inc. Cincinnati-Kings Island, OH 5323 Beach Blvd., Mason, OH 45040 513-459-8900
Hare Krishna Cincinnati Hotel LLC Cincinnati-Northwest/Fairfield, OH 430 Kolb Drive, Fairfield, OH 45014 513-942-3440
Circleville Hospitality, LLC Circleville, OH 1520 South Court Street, Circleville, OH 43113 740-248-5269
Widewaters EDR Solon Hotel Company, LLC Cleveland/Solon, OH 6035 Enterprise Parkway, Solon, OH 44139 440-542-0400
Double Star Hospitality Westlake LLC Cleveland/Westlake, OH 29690 Detroit Rd., Westlake, OH 44145-1934 440-892-0333
Everest Hospitality, LLC Cleveland-Airport/Tiedeman Road, OH 10305 Cascade Crossing, Brooklyn, OH 44144 216-929-8400
East9th Titan, LLC Cleveland-Downtown, OH 1460 E. Ninth Street, Cleveland, OH 44114 216-241-6600
Columbus Hotel Investment Group, LLC Columbus I-70 E/Hamilton Rd., OH 2093 S. Hamilton Rd., Columbus, OH 43232 614-552-2400
Kautilya Sunbury Hotel, LLC Columbus/Delaware I-71 North, OH 7329 State Route 36 37, Sunbury, OH 43074 740-363-4700
Double Star Hospitality Dublin LLC Columbus/Dublin, OH 3920 Tuller Rd., Dublin, OH 43017 614-889-0573

EXHIBIT A

Indus Airport Hotels II, LLC Columbus-Airport, OH 4280 International Gateway, Columbus, OH 43219 614-235-0717
Shri Sitaram, Inc. Columbus-East, OH 1890 Winderly Lane, Pickerington, OH 43147-8636 614-864-8383
SGB Management, Inc. Columbus-South, OH 4017 Jackpot Road, Grove City, OH 43123 614-539-1177
Radha Corporation Columbus-West, OH 5625 Trabue, Columbus, OH 43228 614-851-5599
CNI THL OPS, LLC Dayton Fairborn Wright Patterson AFB, OH 2550 Paramount Place, Fairborn, OH 45324 937-429-5505
LHG Miamisburg LLC Dayton South, OH 8960 Mall Ring Road, Dayton, OH 45459 937-439-1800
Laxmi Hospitality LLC Dayton/Huber Heights, OH 5588 Merily Way, Huber Heights, OH 45424 937-233-4300
Old Fort Hospitality, Inc. Defiance, OH 1037 Hotel Drive, Defiance, OH 43512 419-784-1515
H.I. HERITAGE INN OF FINDLAY OPCO, L.L.C. Findlay, OH 921 Interstate Dr., Findlay, OH 45840 419-422-5252
Hubbell-Boeing Corporation Gallipolis, OH 444 Upper River Rd., Gallipolis, OH 45631 740-446-8000
KRIBHA, LLC Heath/Newark, OH 1008 Hebron Road, Heath, OH 43056 740-788-8991
SSS Hospitality LLC Kent/Akron Area, OH 4406 State Route 43, Kent, OH 44240 330-673-8555
Lancaster Hospitality, LLC Lancaster, OH 2041 Schorrway Drive, Lancaster, OH 43130 740-654-2999
Roschman Restaurant Administration, Inc. Lima, OH 1933 Roschman Avenue, Lima, OH 45804 419-225-8300
Vineyard Hotel Group LLC Madison, OH 171 Water Tower Drive, Madison, OH 44057 440-307-4450
Richton Lodgings LLC Mansfield/Ontario, OH 1051 N. Lexington Springmill Road, Mansfield, OH 44906 419-747-5353
Laxminarayan Hotels, LLC Marietta, OH 508 Pike Street, Marietta, OH 45750 740-373-5353
Marysville Hotels, LLC Marysville, OH 16610 Square Drive, Marysville, OH 43040 937-642-3777
Downtown Massillon Hotel, Ltd. an Ohio Limited Lia Massillon, OH 44 First Street, S.W., Massillon, OH 44647 330-834-1144
NBC Hospitality, LLC Medina, OH 3073 Eastpointe Drive, Medina, OH 44256 330-721-8955
Middletown Hotel Group LLC Middletown, OH 2880 Towne Boulevard, Middletown, OH 45044 513-422-6880
New Phila Hospitality LLC New Philadelphia, OH 1299 West High Avenue, New Philadelphia, OH 44663 330-339-7000
North Olmsted Hotel Group LLC North Olmsted Cleveland Airport, OH 24601 Country Club Blvd., North Olmsted, OH 44070 440-617-6306
Stewart Hotel Associates, LLC Oxford/Miami University Area, OH 375 S. College Avenue, Oxford, OH 45056 513-524-2012
North Coast Inn III, Inc. Sandusky/Central, OH 6100 Milan Road, Sandusky, OH 44870 419-609-9000
Hilliard Hotels, LLC Sidney, OH 1600 Hampton Court, Sidney, OH 45365 937-498-8888
A1 Hospitality, Inc. Springfield, OH 101 W. Leffel Lane, Springfield, OH 45505 937-325-8480
Stow Hotel Associates, LLC Stow, OH 4331 Lakepointe Corporate Drive, Stow, OH 44224 330-945-4160
KRSNA Hospitality LLC Tiffin, OH 2492 South State Route 231, Tiffin, OH 44883 419-443-5300
Oregon Lodging, LLC Toledo/Oregon, OH 2931 Navarre Avenue, Oregon, OH 43616 419-724-3333
HHolding, LLC Toledo-South/Maumee, OH 1409 Reynolds Road, Maumee, OH 43537-1625 419-893-1004
Seva Hospitality HIT, Inc. Troy, OH 45 Troy Town Drive, Troy, OH 45373 937-339-7801
Kautilya Jeffersonville Hotel LLC Washington Court House, OH 11484 Allen Road NW, Jeffersonville, OH 43128 740-948-9499
INESH GROUP HOSPITALITY LLC Wooster, OH 4253 Burbank Road, Wooster, OH 44691 330-345-4424
Boardman Hotel LLC Youngstown/Boardman, OH 7395 Tiffany South, Poland, OH 44514 330-758-5191

EXHIBIT A

Jay Astha LLC Youngstown-North, OH 4400 Belmont Avenue, Youngstown, OH 44505 330-759-9555
Meander Inn, Inc. Youngstown-West I-80, OH 880 N. Canfield-Niles Road, Youngstown, OH 44515 330-544-0660
H.I. MANAGEMENT OF ZANESVILLE OPCO, L.L.C. Zanesville, OH 1009 Spring Street, Zanesville, OH 43701 740-453-6511

OKLAHOMA

Bartlesville Lodging, L.L.C. Bartlesville, OK 130 SE Washington Blvd, Bartlesville, OK 74006 918-333-4051
AHIP OK Chickasha 3004 Enterprises, LLC Chickasha, OK 3004 South 4th Street, Chickasha, OK 73018 405-320-5955
SONTAG, Inc. Clinton, OK 2000 Lexington, Clinton, OK 73601 580-323-4267
Duncan Hotel Management Group LLC Duncan, OK 3833 North Hwy 81, Duncan, OK 73533 580-255-1700
RSS BBCMS2019-C4-OK SH, LLC El Reno, OK 1530 SW 27th Street, El Reno, OK 73036 405-702-9200
Miami Investments, LLC Miami, OK 115 Deacon Turner Road, Miami, OK 74354 918-5411500
SBN Hospitality L.L.C. Muskogee, OK 3101 Military Boulevard, Muskogee, OK 74401 918-682-2587
Mustang Hospitality, LLC Mustang, OK 1320 E State Highway 152, Mustang, OK 73064 405-261-6850
Highlife Hospitality Group LLC Oklahoma City Northeast, OK 11820 N I-35 Service Rd, Oklahoma City, OK 73131 405-608-2744
Meline Hotel LLC Oklahoma City/Edmond, OK 300 Meline Drive, Edmond, OK 73034 405-844-3037
Sadguru, LLC Oklahoma City/Yukon, OK 1351 Canadian Court, Yukon, OK 73099 405-350-6400
Govinda, LLC Oklahoma City-I-40 E. (Tinker AFB) 1833 Warren Drive, Midwest City, OK 73110 405-732-5500
Hotel OKC Opco, L.L.C. Oklahoma City-Northwest, OK 3022 Northwest Expressway, Oklahoma City, OK 73112 405-947-0953
Midwest Heritage Inn of Shawnee Opco, L.L.C. Shawnee, OK 4851 N. Kickapoo, Shawnee, OK 74801 405-275-1540
Tulsa Motel Investment, LLC Tulsa/Broken Arrow, OK 2300 W. Albany Street, Broken Arrow, OK 74012 918-251-6060
SRI SAI Ganesh LLC Tulsa-Sand Springs, OK 7852 West Parkway Boulevard, Tulsa, OK 74127 918-245-8500

OREGON

Jean Valjean LLC Eugene, OR 3780 W. 11th Avenue, Eugene, OR 97402 541-431-1225
HIT SWN TRS, LLC Medford, OR 1122 Morrow Road, Medford, OR 97504 541-779-0660
Florencein, Inc. Pendleton, OR 101 SW Nye Avenue, Pendleton, OR 97801 541-2763500
Narendra & Jaya, L.L.C. Portland East, OR 3039 NE 181st Ave., Portland, OR 97230 503-669-7000
The OM Clackamas LLC Portland/Clackamas, OR 9040 SE Adams, Clackamas, OR 97015 503-655-7900
Pollin Hotels PDX, LLC Portland-Airport, OR 8633 NE Airport Way, Portland, OR 97220 503-288-2423
Redmond Hotel Group, LLC Redmond Bend Airport, OR 3901 SW 21st Street, Redmond, OR 97756 541-527-1948
Sherwood Hospitality Group, LLC Sherwood Portland, OR 22000 SW Meinecke Parkway, Sherwood, OR 97140 503-825-9004

PENNSYLVANIA

OzzVen, LLC Altoona, PA 180 Charlotte Drive, Altoona, PA 16601 814-941-3500
Shrima, Inc. Bedford, PA 4235 Business Route 220, Bedford, PA 15522 814-624-0101

EXHIBIT A

Kautilya Belle Vernon Hotel LLC Belle Vernon, PA 1525 Broad Avenue Extension, Belle Vernon, PA 15012 724-929-8100
Millett Bloomsburg, Inc. Bloomsburg, PA 255 Papermill Road, Bloomsburg, PA 17815 570-380-1020
Butler Hotel Associates, LP Butler, PA 400 Benevan Square, Butler, PA 16001 724-431-2400
VIII-HII-7 Hampton Court Opco, L.L.C. Carlisle, PA 1164 Harrisburg Pike, Carlisle, PA 17013 717-240-0200
Shree Sai Siddhi Chambersburg, LLC Chambersburg, PA 955 Leshler Rd., Chambersburg, PA 17202 717-261-9185
Jay Sainath, LLC Clarion, PA 4 Hospital Drive, Clarion, PA 16214 814-226-4444
Millett Clarks Summit, PA Inc. Clarks Summit/Scranton, PA 890 Northern Boulevard, Clarks Summit, PA 18411 570-586-1515
Global Star Properties, Inc. Clearfield, PA 1777 Industrial Park Road, Clearfield, PA 16830 814-765-8300
VIII-HII-Valley School Road Opco, L.L.C. Danville, PA 137 Old Valley School Road, Danville, PA 17821 570-271-2500
Lionville Hotel Associates, L.P. Downingtown/Exton, PA 4 North Pottstown Pike, Exton, PA 19341 610-363-5555
BHAVI MOTEL, L.L.C. Doylestown, PA 1570 Easton Rd., Warrington, PA 18976 215-343-8400
Shree Hospitality LLC DuBois, PA 1582 Bee Line Highway, Du Bois, PA 15801 814-375-1000
AHOC, LLC Easton, PA 3723 Easton-Nazareth Highway, Easton, PA 18045 610-250-6500
Widewaters Brittonfield II Erie Hotel Company, LLC Erie-South, PA 8050 Old Oliver Road, Erie, PA 16509 814-866-6800
S.N.M. Enterprises, Inc. Gettysburg, PA 1280 York Road, Gettysburg, PA 17325 717-338-9121
Revest Properties Greensburg, PA 1000 Towne Square Drive, Greensburg, PA 15601 724-838-8800
Hanover Partners, Ltd. Hanover, PA 309 Wilson Ave., Hanover, PA 17331 717-633-1117
K-88, Inc. Harrisburg/Grantville/Hershey, PA 255 Bow Creek Road, Grantville, PA 17028 717-469-7689
U.D.H. Management Corp. Harrisburg-East (Hershey Area), PA 4230 Union Deposit Rd., Harrisburg, PA 17111 717-545-9595
High Hotels, Ltd. Harrisburg-West, PA 4950 Ritter Road, Mechanicsburg, PA 17055 717-691-1300
HH H1 Hazleton, LLC Hazleton, PA 1 Top of the 80s Road, Hazleton, PA 18202 570-454-3449
Pride Hotels, Inc. Indiana, PA 1275 Indian Springs Road, Indiana, PA 15701 724-349-7700
Revest Properties Johnstown, PA 129 Commerce Court, Johnstown, PA 15904 814-262-7700
High Hotels, Ltd. Lancaster, PA 545 Greenfield Rd., Lancaster, PA 17601 717-299-1200
Latrobe Hospitality Group LLC Latrobe, PA 3970 Route 30, Latrobe, PA 15650 724-539-0400
Cumberland Hospitality Holdings LLC Lebanon, PA 1601 East Cumberland St., Lebanon, PA 17042 717-277-7221
Lehighon Investment Group, LP Lehighon - Jim Thorpe, PA 877 Interchange Road, Lehighon, PA 18235 610-377-3400
Millett Lewisburg, LLC Lewisburg, PA 140 International Drive, Lewisburg, PA 17837 570-522-8500
Limerick Hotel Corp. Limerick-Philadelphia Area, PA 430 W. Linfield Trappe Road, Limerick, PA 19468 610-495-6999
Westfall Hospitality Holding, LLC Matamoras/Milford, PA 122 Westfall Town Drive, Matamoras, PA 18336 570-491-5280
Staralliance Hotels, Inc. Meadville, PA 11446 North Dawn Drive, Meadville, PA 16335 814-807-1446
Moody National Lancaster-Frazer MT, LLC Philadelphia/Great Valley/Malvern, PA 635 Lancaster Ave., Frazer, PA 19355 610-699-1300
MCR King of Prussia Tenant LLC Philadelphia/King of Prussia (Valley For 530 W. Dekalb Pike Rt. 202, King of Prussia, PA 19406 610-962-8111
KVH22, LLC Philadelphia/Plymouth Meeting, PA 2055 Chemical Road, Plymouth Meeting, PA 19462 610-567-0900
BCORE 1301 Race Street TRS LLC Philadelphia-Convention Ctr, PA 1301 Race Street, Philadelphia, PA 19107 215-665-9100

EXHIBIT A

PHL Hotel Franchisee, LLC Philadelphia-Int'l Arpt., PA 8600 Bartram Ave, Philadelphia, PA 19153 215-966-1300
JSK Willow Grove LLC Philadelphia-Willow Grove, PA 1500 Easton Road, Willow Grove, PA 19090 215-659-3535
Jay Dana, LLC Pine Grove, PA 481 Suedberg Road, Pine Grove, PA 17963 570-345-4505
Adinath Hospitality LLC Pittsburgh Area-Beaver Valley/Center Tow 202 Fairview Drive, Monaca, PA 15061 724-774-5580
Apple Nine Hospitality Management, Inc. Pittsburgh University/Medical Center, PA 3315 Hamlet St., Pittsburgh, PA 15213 412-681-1000
Greentree Hospitality, LLC Pittsburgh/Greentree, PA 555 Trumbull Dr., Pittsburgh, PA 15205 412-922-0100
AFC-First Monroeville , LLC Pittsburgh/Monroeville, PA 3000 Mosside Blvd., Monroeville, PA 15146 412-380-4000
Seaview Hospitality LLC Pittsburgh/West Mifflin, PA 1550 Lebanon Church Road, Pittsburgh, PA 15236 412-650-1000
Franklin Park Hospitality LLC Pittsburgh/Wexford-Sewickley, PA 2622 Wexford Bayne Rd., Wexford, PA 15143 412-528-1901
AHIP PA Pitt Airport Enterprises LLC Pittsburgh-Airport, PA 8514 University Boulevard, Moon Township, PA 15108 412-264-0020
Bridgeville Hotel Associates, L.P. Pittsburgh-Bridgeville, PA 150 Old Pond Road, Bridgeville, PA 15017 412-319-7706
Ramesh T. Joshi and Ketan R. Joshi Quakertown, PA 1915 John Fries Highway, Quakertown, PA 18951 215-536-7779
Shree Sai Siddhi Wyomissing, LLC Reading/Wyomissing, PA 1800 Papermill Rd., Wyomissing, PA 19610 610-374-8100
Millett Sayre, LLC Sayre, PA 3080 North Elmira Street, Sayre, PA 18840 570-882-1166
Montage Hotel Partners, L.P. Scranton at Montage Mountain, PA 22 Montage Mountain Rd., Scranton, PA 18507 570-342-7002
VIII-HII-Stetler Avenue Opco, L.L.C. Selinsgrove/Shamokin Dam, PA 3 Stetler Ave., Shamokin Dam, PA 17876 570-743-2223
Stonebridge Hospitality Partners, LP Shrewsbury, PA 1000 Far Hills Drive, New Freedom, PA 17349 717-235-9898
Whispering Hospitality LLC Somerset, PA 324 Laurel Crest Road, Somerset, PA 15501 814-445-9161
HIT Portfolio I HIL TRS, LLC State College, PA 1101 East College Ave., State College, PA 16801 814-231-1590
OM Hospitality, LLC Stroudsburg/Poconos, PA 114 South 8th Street, Stroudsburg, PA 18360 570-424-0400
Millett Tunkannock PA LLC Tunkhannock, PA 209 East Tioga Street, Tunkhannock, PA 18657 570-996-5866
DRLRD, Inc. Uniontown, PA 698 West Main Street, Uniontown, PA 15401 724-550-4321
TRIO PA Hospitality LLC Washington, PA 119 Murtland Avenue, Washington, PA 15301 724-228-4100
Greene County Hotel Associates, L.P. Waynesburg, PA 227 Greene Plaza, Waynesburg, PA 15370 724-802-1010
Williamsport Inn, LLC Williamsport-Downtown, PA 140 Via Bella, Williamsport, PA 17701 570-323-6190
Shree Sai Siddhi Zion, LLC York, PA 1550 Mt. Zion Rd., York, PA 17402 717-840-1500

RHODE ISLAND

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

SOUTH CAROLINA

RJAYR, LLC Aiken, SC 100 Tamil Dr., Aiken, SC 29803 803-648-2525
Deesha Enterprise Inc. Anderson, SC 120 Interstate Blvd., Anderson, SC 29621 864-375-1999

EXHIBIT A

Ress Investment, LLC Anderson/Alliance Business Park, SC 411 Alliance Parkway, Anderson, SC 29621 864-760-1000
Beaufort Lodging LLC Beaufort, SC 2342 Boundary Street, Beaufort, SC 29902 843-986-0600
Kali, Inc. Camden, SC 122 Wall Street, Camden, SC 29020 803-272-0600
Daniel Island Ventures, LLC Charleston/Daniel Island, SC 160 Fairchild Street, Charleston, SC 29492 843-216-6555
SAFHI, INC. Charleston/Mt. Pleasant Patriots Point, 255 Sessions Way, Mount Pleasant, SC 29464 843-881-3300
John Street Associates, LLC Charleston-Historic District, SC 345 Meeting St., Charleston, SC 29403 843-723-4000
Homecourt Hospitality North Charleston III, LLC Charleston-North, SC 7424 Northside Drive, North Charleston, SC 29420 843-820-2030
Kana Clemson, LLC Clemson-University Area, SC 851 Tiger Blvd., Clemson, SC 29631 864-653-7744
Palmetto Investment Group, Inc. Columbia I-20/Clemson Road, SC 1021 Clemson Frontage Road, Columbia, SC 29229 803-788-4901
Quality Oil Company, LLC Columbia I-26/Harbison Blvd., SC 101 Woodcross Drive, Columbia, SC 29212 803-749-6999
Columbia Northeast Hotel, LLC Columbia Northeast - Fort Jackson, SC 1551 Barbara Drive, Columbia, SC 29223 803-865-8000
Capital City Hotels, LLC Columbia-Downtown Historic Dist, SC 822 Gervais Street, Columbia, SC 29201 803-231-2000
Welcome Group, LLC Columbia-I-26 Airport, SC 1094 Chris Dr., West Columbia, SC 29169 803-791-8940
Easley Hotel Group, LLC Easley, SC 8 Southern Center Court, Easley, SC 29640 864-343-3636
Imperial Investments-Gaffney, L.L.C. Gaffney, SC 115 Nancy Creek Road, Gaffney, SC 29341 864-206-0011
Georgetown Hotel Associates, L.L.C. Georgetown-Marina, SC 420 Marina Drive, Georgetown, SC 29440 843-545-5000
Babubhai Patel and Hasumati Patel Greenville I-385 - Woodruff Road, SC 15 Park Woodruff Dr., Greenville, SC 29607 864-213-8200
Haywood Hotel Group, LLC Greenville/I-385 Haywood Mall, SC 255 Congaree Road, Greenville, SC 29607 864-516-2400
Infinite Hotel Group, Inc. Greenville/Simpsonville, SC 3934 Grandview Drive, Simpsonville, SC 29680 864-963-9292
TR Gateway, LLC Greenville/Travelers Rest, SC 593 Roe Center Court, Travelers Rest, SC 29690 864-834-5550
Heidi Enterprise Inc. Greenwood, SC 1624 Bypass 72 NE, Greenwood, SC 29649 864-388-9595
Sycamore Greer, LLC Greer Greenville, SC 112 N Main Street, Greer, SC 29650 864-519-0100
Sri Jai Jalaram, Inc. Hardeeville, SC 104 Brooks Willis Drive, Hardeeville, SC 29927 843-7842100
Dillon Road HH LLC Hilton Head, SC 1 Dillon Road, Hilton Head Island, SC 29926 843-681-7900
Hotel Ventures of Manning, Inc. Manning, SC 2822 Paxville Highway, Manning, SC 29102 803-505-4800
Murrell's Inlet Ventures LLC Murrells Inlet/Myrtle Beach Area, SC 512 Courtfield Drive, Murrells Inlet, SC 29576 843-651-6687
Cane Patch Associates of Myrtle Beach II Myrtle Beach Broadway at the Beach, SC 1140 Celebrity Circle, Myrtle Beach, SC 29577 843-916-0600
MB HI Property Owner, LLC Myrtle Beach-Northwood, SC 620 75th Avenue North, Myrtle Beach, SC 29572 843-497-0077
South Carolina Hotel, LLC Myrtle Beach-West, SC 4551 Highway 501, Myrtle Beach, SC 29579 843-236-0045
Paramount Hotels, LLC Newberry-Opera House, SC 1201 Nance Street, Newberry, SC 29108 803-276-6666
Spectrum Hospitality VII, LLC North Myrtle Beach-Harbourgate, SC 2112 Little River Neck Road, North Myrtle Beach, SC 29582 843-249-1997
Litchfield Hotel Associates, L.L.C. Pawley's Island, SC 150 Willbrook Blvd., Pawleys Island, SC 29585 843-235-2000
Rock South, LLC Rock Hill, SC 2111 Tabor Drive, Rock Hill, SC 29730 803-325-1100
H.I. of Santee, Inc. Santee - I-95, SC 9060 Old Number Six Highway, Santee, SC 29142 803-854-2444
Imperial Investments Chesnee, LLC Spartanburg-North I-85, SC 121 Traveller Drive, Spartanburg, SC 29303 864-577-9080

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Carol Wiggins Summerville, SC 121 Holiday Drive, Summerville, SC 29483 843-871-8300
Swami Hotel Group, LLC Sumter, SC 1370 Broad Street Ext., Sumter, SC 29150 803-469-2222
Trishul Yemassee, LLC Yemassee, SC 139 Frampton Drive, Yemassee, SC 29945 843-379-5226

SOUTH DAKOTA

Deadwood Parking Lots, LLC Deadwood at Tin Lizzie Gaming Resort, SD 531 Main Street, Deadwood, SD 57732 605-578-1893
Sivraj Motel, Inc. Lead, SD 900 Miners Ave, Lead, SD 57754 605-584-1800
Thomsen Family L.L.C. Mitchell, SD 1920 Highland Way, Mitchell, SD 57301 605-995-1575
Shri Hari LLP North Sioux City, SD 101 S. Sodrac Dr., North Sioux City, SD 57049 605-232-9739
Hari Har, Inc. Sioux Falls, SD 2417 S. Carolyn Avenue, Sioux Falls, SD 57106 605-362-1700
Khan Comfort LLC Spearfish, SD 240 North 27th Street, Spearfish, SD 57783 605-642-3003

TENNESSEE

D&S Hospitality Ashland City, GP Ashland City, TN 1609 Hwy 12 South, Ashland City, TN 37015 615-845-1609
Mahant Swami Krupa LLC Athens, TN 1821 Holiday Drive, Athens, TN 37303 423-745-2345
Bristol Hotel Associates, L.P. Bristol, TN 3299 West State St., Bristol, TN 37620 423-764-3600
Ayers, L.P. Caryville-I-75/Cove Lake State Park, TN 4459 Veteran's Memorial Hwy, Caryville, TN 37714 423-562-9888
Vision East Ridge, LLC Chattanooga East Ridge, TN 623 Camp Jordan Parkway, Chattanooga, TN 37412 423-269-6600
Vision Tiftonia II, LLC Chattanooga West/Lookout Mountain, TN 74 Starview Lane, Chattanooga, TN 37419 423-602-5350
ATTRAY ASSOCIATES, L.L.C. Chattanooga/Hixson, TN 1920 Hamill Road, Hixson, TN 37343 423-877-3100
FFP, LLC Chattanooga-North/Ooltewah, TN 6145 Weir Way, Ooltewah, TN 37363 423-305-6800
Vision Cleveland II, LLC Cleveland, TN 4355 Frontage Road, Cleveland, TN 37312 423-458-1222
Columbia Commons General Partnership Columbia, TN 1551 Halifax Drive, Columbia, TN 38401 931-540-1222
Vasant G. (Vince) Hari Cookeville, TN 1025 Interstate Drive, Cookeville, TN 38501 931-651-1500
RM Properties Crossville, TN 64 Hospitality Drive, Crossville, TN 38555 931-707-7170
United Hospitality Corporation Dandridge, TN 126 Sharon Drive, Dandridge, TN 37725 865-940-1200
SAIRAM, L.L.C. Dickson, TN 1080 East Christi Drive, Dickson, TN 37055 615-446-1088
Dyersburg Hospitality LLC Dyersburg, TN 2750 Mall Loop Road, Dyersburg, TN 38024 731-285-4778
Hunt Hospitality Fayetteville TN, LLC Fayetteville, TN 110 Redstone Drive, Fayetteville, TN 37334 931-433-3355
Ernst-Western Corporation Gallatin, TN 980 Village Green Crossing, Gallatin, TN 37066 615-206-9595
Hospitality Development Solutions, LLC Gatlinburg Historic Nature Trail, TN 520 Airport Rd, Gatlinburg, TN 37738 865-436-4933
Leconte Creek, LLC Gatlinburg, TN 967 Parkway, Gatlinburg, TN 37738 865-436-4878
S & R of Greeneville I, LLC Greeneville, TN 3130 E. Andrew Johnson Highway, Greeneville, TN 37745 423-638-3735
Vintage One, LLC Johnson City, TN 508 N. State of Franklin Rd., Johnson City, TN 37604 423-929-8000
Kamala Hospitality Group, LLC Kimball, TN 100 Hampton Drive, South Pittsburg, TN 37380 423-228-4270

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Kingsport Hotel Associates, L.P. Kingsport, TN 2000 Enterprise Place, Kingsport, TN 37660 423-247-3888
Clinton Hotel Partners, LLC Knoxville/Clinton I-75, TN 105 Hillvale Road, Clinton, TN 37716 865-691-8070
Saaho Hotel 3, LLC Knoxville-Airport, TN 148 International Ave., Alcoa, TN 37701 865-983-1101
Strawplains Hotel Partners, LLC Knoxville-East, TN 7445 Sawyer Lane, Knoxville, TN 37924 865-525-3511
Sachchidanand Hotel Cedar Bluff, LLC Knoxville-West at Cedar Bluff, TN 9128 Executive Park Dr., Knoxville, TN 37923 865-693-1101
Lenoir City Hotel Partners, LLC Lenoir City, TN 585 Fort Loudon Medical Center Dr., Lenoir City, TN 37772 865-988-2000
Randal-Lexington, LLC Lexington, TN 21340 Hwy 22 N, Wildersville, TN 38388 731-602-9510
Room Masters, LLC Martin, TN 5575 Skyhawk Parkway, Martin, TN 38237 731-587-5800
Hunt Hospitality McMinnville, TN LLC McMinnville, TN 1560 Sparta Street, McMinnville, TN 37110 931-473-0009
Onyx Collierville Hotel 2 LLC Memphis/Collierville, TN 1280 West Poplar Avenue, Collierville, TN 38017 901-854-9400
HIT Portfolio I HIL TRS, LLC Memphis-Poplar, TN 5320 Poplar Ave., Memphis, TN 38119 901-683-8500
DBG Lodging LLC Memphis-Southwind, TN 3579 Hacks Cross Road, Memphis, TN 38125 901-754-8454
CNI THL OPS, LLC Memphis-Walnut Grove/Baptist East, TN 33 Humphreys Center Dr., Memphis, TN 38120 901-747-3700
Hunt Hospitality Milan.TN LLC Milan, TN 15315 S. First Street, Milan, TN 38358 731-686-8788
Premier Hospitality Corporation Morristown I-81, TN 5368 Winners Circle Road, Morristown, TN 37813 423-839-1920
Shivani, LLC of Morristown Morristown, TN 3750 W. Andrew Johnson Highway, Morristown, TN 37814 423-587-0952
Century TN Operating Tenant VII LLC Nashville Airport Century Place, TN 1 Century Boulevard, Nashville, TN 37214 615-8851122
OMSHIV LLC Nashville/Bellevue-I-40, TN 7815 Coley Davis Road, Nashville, TN 37221 615-662-3133
Brentwood Northumberland Hotel Partners, LLC Nashville/Brentwood-I-65S, TN 5630 Franklin Pike Circle, Brentwood, TN 37027 615-373-2212
1919 West End SET Ground Lessee, LLC Nashville/Vanderbilt, TN 1919 West End Avenue, Nashville, TN 37203 615-329-1144
Milap Hotels, LLC Nashville-I-24 Hickory Hollow, TN 210 Crossings Place, Antioch, TN 37013 615-731-9911
OM Newport, LLC Newport, TN 1020 Cosby Highway, Newport, TN 37821 423-532-8558
Shailesh V. Patel Oak Ridge Knoxville, TN 208 S. Illinois Avenue, Oak Ridge, TN 37830 865-482-7889
VRL Hotels 2 LLC Paris, TN 1540 Mineral Wells Avenue, Paris, TN 38242 731-407-7274
Krishiv Hospitality LLC Pickwick Dam-At Shiloh Falls, TN 90 Old South Rd., Counce, TN 38326 731-689-3031
Turkey Run Hotel Partners, LLC Pigeon Forge, TN 2497 Teaster Lane, Pigeon Forge, TN 37863 865-365-1588
Pleasant View Hospitality, LLC Pleasant View, TN 2606 Highway 49 East, Pleasant View, TN 37146 615-894-9910
Hunt Services, Inc. Pulaski, TN 180 Bre Avenue, Pulaski, TN 38478 931-347-9900
Turkey Creek Hospitality, Inc. Sevierville, TN 681 Winfield Dunn Pkwy., Sevierville, TN 37876 865-429-2005
Spring Hill Development, LLC Spring Hill, TN 2052 Crossings Blvd, Spring Hill, TN 37174 931-451-2111
Springfield Hotel Partnership LP Springfield, TN 620 22nd Avenue East, Springfield, TN 37172 615-384-1166
Tullahoma Hospitality, LLC Tullahoma, TN 1922 North Jackson St., Tullahoma, TN 37388 931-461-5222
Gopal Investments, L.L.C. Union City, TN 2121 W Reelfoot Ave, Union City, TN 38261 731-507-0600
Sai Shiv LLC White House, TN 404 Hester Drive, White House, TN 37188 615-672-3993

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TEXAS

Heritage Inn Number XVII. Opco, L.L.C. Abilene, TX 3917 Ridgemont Drive, Abilene, TX 79606 325-695-0044
Hillsboro Hospitality LLC Alice, TX 3135 East Main Street, Alice, TX 78332 361-664-1111
ANG Alpine Hospitality LLC Alpine, TX 2607 West Highway 90, Alpine, TX 79830 432-837-7344
Moody National Austin-GOVR MT, LLC Austin/Airport Area South, TX 4141 Governors Row, Austin, TX 78744 512-442-4040
R & H Hospitality, LLC Austin/Oak Hill, TX 6401 West US Hwy 290, Austin, TX 78735 512-891-7474
Krishna Austin LLC Austin-North@IH-35 Hwy 183, TX 7619 I-35 North, Austin, TX 78752 512-452-3300
Apple Ten Hospitality Texas Services, Inc. Austin-NW/Arboretum, TX 3908 West Braker Lane, Austin, TX 78759 512-349-9898
Apple Ten Hospitality Texas Services, Inc. Austin-Round Rock, TX 110 Dell Way, Round Rock, TX 78664 512-248-9100
Beaumont Hotel 3795 LLC Beaumont, TX 3795 I-H10 South, Beaumont, TX 77705 409-840-9922
SCD HBV, LLC Beeville, TX 301 South Hall Street, Beeville, TX 78102 361-362-2100
Brownwood Hospitality Group, Inc. Brownwood, TX 1103 Riverside Drive, Brownwood, TX 76801 325-641-1122
LHSH, LTD Bulverde Texas Hill Country, TX 499 Singing Oaks, Spring Branch, TX 78070 830-438-5007
Rizo Hotels LLC Carrizo Springs, TX 2651 North US Highway 83, Carrizo Springs, TX 78834 830-876-9160
Krishna College Station LLC College Station, TX 320 Texas Ave., S., College Station, TX 77840 979-846-0184
Saka Enterprises, LLC Corpus Christi-Northwest/I-37, TX 11233 Interstate Highway 37, Corpus Christi, TX 78410 361-241-9300
Shiva Cotulla LLC Cotulla, TX 659 North Baylor Avenue, Cotulla, TX 78014 830-879-5123
RT-Las Colinas Associates, L.P. Dallas/Irving-Las Colinas, TX 820 West Walnut Hill Lane, Irving, TX 75038 972-753-1232
Rockwall RMKP, LP Dallas-Rockwall, TX 1549 Laguna Drive, Rockwall, TX 75087 469-698-9494
Eagle Pass Hospitality of Texas Ltd. Eagle Pass, TX 3301 E. Main Street, Eagle Pass, TX 78852 830-757-5565
Fort Stockton Hospitality, Inc. Fort Stockton, TX 2271 West Interstate 10, Fort Stockton, TX 79735 432-336-9600
Heritage Inn Number XXX. Opco, L.L.C. Fort Worth Southwest Cityview, TX 4799 SW Loop 820, Fort Worth, TX 76132 817-346-7845
Harker Heights Lodging, LLC Harker Heights Killeen, TX 126 E. Central Texas Expressway, Harker Heights, TX 76548 254-833-5523
S and S Union Inc Houston Deer Park Ship Area, TX 1450 Center Street, Deer Park, TX 77536 281-930-9091
ALH Properties No. Twenty One, L.P. Houston Downtown, TX 710 Crawford Street, Houston, TX 77002 713-224-0011
CNI THL OPS, LLC Houston Hobby Airport, TX 8620 Airport Blvd., Houston, TX 77061 713-641-6400
Centerpointe Partners @ Texas, LLC Houston I-10 East, TX 10505 East Freeway, Houston, TX 77029 713-997-8181
Moody National Katy EC-Houston MT, LLC Houston I-10W Energy Corridor, TX 11333 Katy Freeway, Houston, TX 77079 713-935-0022
Veritas Hospitality, LLC Houston NASA (Johnson Space Center), TX 3000 Nasa Road One, Seabrook, TX 77586 281-532-9200
VMV, L.L.C. Houston/Baytown, TX 7211 Garth Rd., Baytown, TX 77521 281-421-1234
Shiv Sai 0122 LLC Houston/Humble, TX 20515 Highway 59 North, Humble, TX 77338 281-446-4800
Omkar Enterprises Pearland, LP Houston/Pearland, TX 6515 Broadway Street, Pearland, TX 77581 832-736-9977
Green Rock Plus LLC Houston/Stafford, TX 4714 Techniplex Dr., Stafford, TX 77477 281-565-0559
RS 12909 Hospitality LLC Houston-Brookhollow, TX 12909 Northwest Freeway, Houston, TX 77040 713-939-7100
Houston A Galleria Opco LP Houston-Near the Galleria, TX 4500 Post Oak Pkwy., Houston, TX 77027 713-871-9911

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MKP Hospitality Group of Texas LLC Houston-Northwest, TX 20035 Northwest Freeway, Houston, TX 77065 281-890-2299
Heritage Inn of Willowbrook Opco, L.L.C. Houston-Willowbrook Mall, TX 7645 West FM 1960, Houston, TX 77070 281-955-2400
Krishna Kenedy LLC Kenedy, TX 4091 South US Hwy 181, Kenedy, TX 78119 830-583-9277
Techno Hospitality LP Kerrville, TX 2038 Sidney Baker Street, Kerrville, TX 78028 830-257-0600
Windsor Hotel Group, LLC Kilgore, TX 3109 Highway 259 North, Kilgore, TX 75662 903-983-3300
LW Travel Corporation Kingsville, TX 2489 South U.S. Hwy 77, Kingsville, TX 78363 361-592-9800
Kyle Hospitality, LLC Kyle, TX 151 Bunton Creek Rd, Kyle, TX 78640 512-268-9042
SunBridge Hospitality, Inc. La Grange, TX 1624 W State Hwy 71, La Grange, TX 78945 979-968-4900
CNI THL OPS, LLC Laredo, TX 7903 San Dario, Laredo, TX 78045 956-717-8888
Lindale Lodging LLC Lindale/Tyler Area, TX 3505 South Main, Lindale, TX 75771 903-882-1002
Fleurdelis Hospitality Inc. Livingston, TX 1510 US Highway 59 South Loop, Livingston, TX 77351 936-327-2300
Mayur Patel Longview, TX 160 Lucy Drive, Longview, TX 75602 1-903-803-4100
Heritage Inn Number XXI. Opco, L.L.C. Lubbock, TX 4003 South Loop 289, Lubbock, TX 79423 806-795-1080
Happy Lodging, Inc. Marshall, TX 5100 South East End Boulevard, Marshall, TX 75672 903-927-0079
MidH Lodging, LLC Midland South, TX 2201 Camp Street, Midland, TX 79701 432-218-6972
Midland Platinum, LLC Midland, TX 5011 West Loop 250 North, Midland, TX 79707 432-520-9600
Monahan Investment, LLC Monahans, TX 2021 South Ilda Avenue, Monahans, TX 79756 432-251-6400
ODHI Development, L.P. Odessa, TX 3923 John Ben Sheppard Pkwy, Odessa, TX 79762 432-363-2900
Summer Hill Management, LLC Orange, TX 2080 Interstate 10 West, Orange, TX 77632 409-883-2500
Ozona Hospitality Group, LLC Ozona, TX 816 14th Street, Ozona, TX 76943 325-392-1449
PMP Duncan, LLC Pampa, TX 2820 North Perryton Parkway, Pampa, TX 79065 806-669-1555
Paris Hospitality, Inc. Paris, TX 3563 NE Loop 286, Paris, TX 75460 903-784-6536
ANG Pecos Hospitality LLC Pecos, TX 215 South Frontage Road, Pecos, TX 79772 432-447-0174
Krishna Pleasanton LLC Pleasanton, TX 2057 West Oaklawn Road, Pleasanton, TX 78064 830-569-3001
Heritage Inn Number XXIV. Opco, L.L.C. San Angelo, TX 2959 W Loop 306, San Angelo, TX 76904 325-942-9622
HI Stone Oak LLC San Antonio Stone Oak, TX 2127 Gold Canyon Drive, San Antonio, TX 78232 210-404-1144
Krishna San Antonio LLC San Antonio-Downtown (River Walk Area), 414 Bowie Street, San Antonio, TX 78205 210-225-8500
Spar Enterprises LP Seguin, TX 1130 Larkin Ave, Seguin, TX 78155 830-3794400
Snyder Lodging Group, LLC Snyder, TX 1801 East Roby Highway, Snyder, TX 79549 325-515-7555
Cox Hospitality Group, LLC Sulphur Springs, TX 1202 Mockingbird Lane, Sulphur Springs, TX 75482 903-439-4646
TXHP Sweetwater Opco, L.L.C. Sweetwater, TX 302 SE Georgia Avenue, Sweetwater, TX 79556 325-235-3337
Temple Sixty Forty, LLC Temple, TX 3816 South General Bruce Drive, Temple, TX 76502 254-770-5400
UAL PLAZA LLC Uvalde, TX 2714 E. Main Street, Uvalde, TX 78801 830-278-1300
Van Horn Lodging LLC Van Horn, TX 1921 SW Frontage Road, Van Horn, TX 79855 432-283-0088
Joseph D. Rogers and Joan P. Rogers Vernon, TX 4131 Western Trail Drive, Vernon, TX 76384 940-552-2100

EXHIBIT A

AR Lodging, LLC Victoria, TX 7006 North Navarro, Victoria, TX 77904 361-573-9911
Ambrosia Hospitality LLC Waco, TX 4259 North I-35, Waco, TX 76705 254-412-1999
Vasudeva & Family LLC Weslaco, TX 1004 Fairfield Blvd, Weslaco, TX 78596 956-405-3350
Heritage Inn Number LXX. Opco, L.L.C. Wichita Falls-Sikes Senter Mall, TX 4217 Kemp Blvd., Wichita Falls, TX 76308 940-692-1999

UTAH

Biji L.L.C. Brigham City, UT 40 N. Main Street, Brigham City, UT 84302 435-538-7080
SP Management HIE/H (Cedar), LLC Cedar City, UT 1145 S. Bentley Boulevard, Cedar City, UT 84720 435-586-5000
Draper Hotel Partners, LLC Draper Salt Lake City, UT 13711 South 200 W, Draper, UT 84020 801-571-3700
Kanab Utah Hotels, LLC Kanab, UT 98 S 100 E, Kanab, UT 84741 435-644-8282
3576 Ashton Blvd Holdings LLC Lehi-Thanksgiving Point, UT 3576 North Ashton Blvd., Lehi, UT 84043 801-766-1186
HA Moab, LLC Moab, UT 488 North Main Street, Moab, UT 84532 435-259-3030
Mountainview Hospitality Group LLC Provo, UT 1511 South 40 East, Provo, UT 84606 801-377-6396
Shiv Krupa, LLC Richfield, UT 1100 West 1350 South, Richfield, UT 84701 435-896-6666
Cottonwood Hospitality LLC Salt Lake City Cottonwood, UT 3210 E. Millrock Dr., Holladay, UT 84121 801-871-1919
Woodland Hospitality, LLC Salt Lake City/Layton, UT 1700 N. Woodland Park Drive, Layton, UT 84041 801-775-8800
West Wasatch Hotels, LC Salt Lake City/Murray, UT 606 West 4500 South, Salt Lake City, UT 84123 801-293-1300
106 Hospitality Group, LLC Salt Lake City/Sandy, UT 10690 S. Holiday Park Dr., Sandy, UT 84070 801-571-0800
Royal Hospitality LLC Salt Lake City-Central, UT 2055 South Redwood Road, Salt Lake City, UT 84104 801-886-0703
The Inn Group, L.L.C. Salt Lake City-Downtown, UT 425 South 300 West, Salt Lake City, UT 84101 801-741-1110
Cottontree Hospitality Group, an Idaho limited par Salt Lake City-North, UT 2393 South 800 West, Woods Cross, UT 84087 801-296-1211
Dixie Paradise Management, Inc. St. George, UT 53 North River Road, St George, UT 84790 435-652-1200
Northern Lodging, LLC Tremonton, UT 2145 West Main Street, Tremonton, UT 84337 435-257-6000
Lake Park Hotels West Valley Salt Lake City, UT 2659 South High Commons Way, West Valley City, UT 84120 385-887-9300

VERMONT

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

VIRGINIA

Atlantic Host, LLC Abingdon, VA 510 Cummings Street, Abingdon, VA 24210 276-619-4600

EXHIBIT A

King Hotel LLC Alexandria Pentagon S, VA 4800 Leesburg Pike, Alexandria, VA 22302 703-671-4800
MJS Corporation Alexandria-Old Town/King St., VA 1616 King Street, Alexandria, VA 22314 703-299-9900
India Road, LLC Charlottesville, VA 2035 India Rd, Charlottesville, VA 22901 434-978-7888
Chester I, LLC Chester, VA 12610 Chestnut Hill Road, Chester, VA 23836 804-768-8888
Quality Oil Company, LLC Christiansburg/Blacksburg 380 Arbor Drive, Christiansburg, VA 24073 540-381-5874
AKTA ENTERPRISES, INC. Covington, VA 701 Carlyle Street, Covington, VA 24426 540-962-1200
SRK Investments, Inc. Dahlgren, VA 4391 Hospitality Way, King George, VA 22485 540-625-2333
RMC Investments, LLC Danville, VA 1098 Riverside Dr., Danville, VA 24540 434-793-1111
Jayam, Inc. Dublin, VA 4420 Cleburne Boulevard, Dublin, VA 24084 540-674-5700
Cascades Hospitality Corporation Dulles/Cascades, VA 46331 McClellan Way, Sterling, VA 20165 703-450-9595
Smital Corporation Dumfries/Quantico, VA 16959 Old Stage Road, Dumfries, VA 22025 703-441-9900
AHIP VA Emporia Enterprises LLC Emporia, VA 898 Wiggins Road, Emporia, VA 23847 434-634-9200
10860 LLC Fairfax City, VA 10860 Fairfax Boulevard, Fairfax, VA 22030 703-385-2600
Sunchase Inn, LLC Farmville, VA 300 Sunchase Boulevard, Farmville, VA 23901 434-392-8826
Aikens Corporation Front Royal, VA 9800 Winchester Road, Front Royal, VA 22630 540-635-1882
Max Meadows Hospitality LLC Ft. Chiswell-Max Meadows, VA 199 Ft. Chiswell Road, Max Meadows, VA 24360 276-637-4027
Vishram, LLC Gainesville/Haymarket, VA 7300 Atlas Walk Way, Gainesville, VA 20155 703-753-1500
Raga Corporation Galax, VA 205 Cranberry Road, Galax, VA 24333 276-238-4605
Ebbitt Corporation Gloucester, VA 6638 Forest Hill Avenue, Gloucester, VA 23061 804-693-9393
Shantinath Gretna DE LLC Gretna, VA 200 McBride Lane, Gretna, VA 24557 434-656-9000
Paradise II, LLC Hampton/Newport News, VA 3101 Coliseum Drive, Hampton, VA 23666 757-838-1400
AHIP VA Harrisonburg Enterprises LLC Harrisonburg - University, VA 85 University Boulevard, Harrisonburg, VA 22801 540-432-1111
AHIP VA Harrisonburg II Enterprises LLC Harrisonburg-South, VA 43 Covenant Drive, Harrisonburg, VA 22801 540-437-0090
Milo C. Cockerham, Inc. Hillsville, VA 90 Farmers Market Road, Hillsville, VA 24343 276-728-2345
Shamin - HAM, Inc. Hopewell Fort Gregg-Adams, VA 5103 Plaza Drive, Hopewell, VA 23860 804-452-1000
HI of Lexington, LLC Lexington-Historic Area, VA 401 E. Nelson Street, Lexington, VA 24450 540-463-2223
Sudley Inn Partnership Manassas, VA 7295 Williamson Blvd., Manassas, VA 20109 703-369-1100
Daly GC, Inc. Martinsville, VA 50 Hampton Drive, Martinsville, VA 24112 276-647-4700
Newport Associates, L.L.C Newport News-Yorktown, VA 151 Ottis Street, Newport News, VA 23602 757-989-8977
701 Woodlake Drive, LLC Norfolk/Chesapeake(Greenbrier Area), VA 701 Woodlake Dr., Chesapeake, VA 23320 757-420-1550
Greenwich, LLC Norfolk/Virginia Beach, VA 5793 Greenwich Rd., Virginia Beach, VA 23462 757-490-9800
HIT Portfolio I HIL TRS, LLC Norfolk-Naval Base, VA 8501 Hampton Boulevard, Norfolk, VA 23505-1009 757-489-1000
Roslyn Hotel, LLC Petersburg/Southpark Mall, VA 403 East Roslyn Road, Colonial Heights, VA 23834 804-520-7333
Horizon Partners II, LLC Petersburg-Ft. Gregg Adams, VA 11909 South Crater Road, Petersburg, VA 23805 804-732-1400
Occoquan Hospitality, LLC Potomac Mills/Woodbridge, VA 1240 Annapolis Way, Woodbridge, VA 22191 703-490-2300

EXHIBIT A

Innsbrook Hotel, LLC Richmond West Innsbrook, VA Innsbrook-10800 W. Broad St., Glen Allen, VA 23060 804-747-7777
Audubon IV, LLC Richmond/Airport, VA 421 International Center Drive, Sandston, VA 23150 804-226-1888
Hambell LLC Richmond/South, VA 4300 Commerce Road, Richmond, VA 23234 804-743-3550
Shamin-Mechanicsville Hospitality, L.C. Richmond-Mechanicsville, VA 7433 Bell Creek Road, Mechanicsville, VA 23111-3452 804-559-0559
Hospitality Midlothian, L.C. Richmond-Midlothian Turnpike, VA 800 Research Road, Richmond, VA 23236 804-897-2800
Magnolia Hospitality, LLC Richmond-North/Ashland, VA 705 England Street, Ashland, VA 23005 804-752-8444
HOSPITALITY TWO, L.C. Richmond-Southwest (Hull Street), VA 3620 Price Club Boulevard, Midlothian, VA 23112 804-675-0000
ROA, LLC Roanoke/Hollins - I-81, VA 7922 Plantation Rd., Roanoke, VA 24019 540-563-5656
Virginia Eastern Company, L.L.C. Salem East-Electric Road, VA 1886 Electric Road, Salem, VA 24153 540-776-6500
Supreme Hospitality, L.L.C. Salem, VA 450 Litchell Road, Salem, VA 24153 540-389-2424
M & T Ventures, L.L.C. South Hill, VA I-85 U.S. 58, South Hill, VA 23970 434-447-4600
Paras Corporation Stafford/Quantico & Conference Center, V 2965 Richmond HWY, Stafford, VA 22554 540-657-0999
HI of Staunton, L.L.C. Staunton, VA 40 Payne Lane, Staunton, VA 24401 540-886-7000
Kishna Stony Creek LLC Stony Creek/Petersburg Area, VA 10476 Blue Star Highway, Stony Creek, VA 23882 434-246-5500
Centerbrooke Hospitality LLC Suffolk, VA 1017 Centerbrooke Lane, Suffolk, VA 23434 757-935-5880
J & S Hotel LLC Tappahannock, VA 1003 Hobbs Hole Drive, Tappahannock, VA 22560 804-445-2599
Harrison Virginia Beach South SPE, LLC Virginia Beach/Oceanfront South, VA 1011 Atlantic Avenue, Virginia Beach, VA 23451 757-965-2300
3107 Atlantic, LLC Virginia Beach-Oceanfront North, VA 3107 Atlantic Avenue, Virginia Beach, VA 23451 757-428-7233
Highlands of Warrenton, L.L.C. Warrenton, VA 501 Blackwell Road, Warrenton, VA 20186 540-349-4200
Dulles South Hospitality LLC Washington-Dulles Int'l. Apt. So. 4050 Westfax Dr., Chantilly, VA 20151 703-818-8200
HI of Waynesboro, LLC Waynesboro/Stuarts Draft, VA 15 Four Square Lane, Fishersville, VA 22939 540-213-9500
Aikens & Allen L.P., L.L.P. Winchester-N/Conference Center, VA 1204 Berryville Avenue, Winchester, VA 22601 540-678-4000
JEM Hospitality Group, LLC Winchester-University/Mall Area, VA 640 East Jubal Early Drive, Winchester, VA 22601 540-667-8011
United Investors Virginia, L.C. Wytheville, VA 950 Pepper's Ferry Road, Wytheville, VA 24382 276-228-6090

WASHINGTON

Bakerview Road Lodging Investors, LLC Bellingham Airport, WA 1055 W Bakerview Rd., Bellingham, WA 98226 360-812-7200
Y4 LLC Ellensburg, WA 2705 Triple L Loop, Ellensburg, WA 98926 509-933-1600
Southridge Hospitality LLC Kennewick at Southridge, WA 3715 Plaza Way, Kennewick, WA 99338 509-820-3023
Oakwood Inns, L.L.C. Richland/Tri-Cities, WA 486 Bradley Boulevard, Richland, WA 99352 509-943-4400
Everett Hospitality Company, LLC Seattle/Everett Downtown, WA 2931 West Marine View Drive, Everett, WA 98201 425-349-4466
West Valley Hospitality LLC Seattle/Southcenter, WA 7200 South 156th Street, Tukwila, WA 98188 425-228-5800
Airport Investment Company, Inc. Seattle-Airport, WA 19445 International Boulevard, Seattle, WA 98188 206-878-1700
Vandervert North, L.L.C. Spokane, WA 2010 S. Assembly Road, Spokane, WA 99224 509-747-1100

EXHIBIT A

WEST VIRGINIA

Pearl Hospitality, LLC Beckley, WV 110 Harper Park Drive, Beckley, WV 25801 304-252-2121
Royal Hotels LLC Bridgeport/Clarksburg, WV 1515 Johnson Ave., Bridgeport, WV 26330 304-842-9300
Creative Hospitality, LLC Charleston-Downtown, WV 1 Virginia Street West, Charleston, WV 25302 304-343-9300
Hospitality Ventures Limited Liability Company Charleston-Southridge, WV 1 Preferred Place, Charleston, WV 25309 304-746-4646
MAA Elkins Hospitality LLC Elkins, WV 480 Plantation Drive, Elkins, WV 26241 304-630-7500
Kar Kirpa Hospitality Corp. Fairmont, WV 2121 Pleasant Valley Road, Fairmont, WV 26554 304-363-4999
Diamond Hospitality, LLC Huntington University Area, WV 177 Kinetic Drive, Huntington, WV 25701 304-523-8001
Gateway Hospitality Barboursville, LLC Huntington/Barboursville, WV 1 Cracker Barrel Drive, Barboursville, WV 25504 304-733-5300
Brier Properties, L.L.C. Lewisburg, WV 238 Coleman Drive, Lewisburg, WV 24901 304-645-7300
Aikens Corporation Martinsburg South-Inwood, WV 4758 Gerrardstown Road, Inwood, WV 25428 304-229-6677
Martinsburg Hotels LLC Martinsburg, WV 975 Foxcroft Avenue, Martinsburg, WV 25401 304-267-2900
Double Star Hospitality Morgantown Morgantown, WV 1053 Van Voorhis Road, Morgantown, WV 26505 304-599-1200
Gateway Hospitality MWH, LLC Parkersburg-Mineral Wells, WV 64 Elizabeth Pike, Mineral Wells, WV 26150 304-489-2900
Princeton Hospitality, LLC Princeton, WV 277 Meadowfield Lane, Princeton, WV 24740 304-431-2580
Brier Properties, L.L.C. Summersville, WV 5400 Webster Road, Summersville, WV 26651 304-872-7100
SRI KRISHNA, LLC Weston, WV 76 Hospitality Way, Weston, WV 26452 304-997-8750
Motel Property Development Corporation Wheeling, WV 795 National Road, Wheeling, WV 26003 304-233-0440
Gateway Hospitality Hurricane, LLC Winfield/Teays Valley, WV 511 State Route 34, Hurricane, WV 25526 304-760-7292

WISCONSIN

WRLP Appleton, LLC Appleton-Fox River Mall Area, WI 350 Fox River Drive, Appleton, WI 54913 920-954-9211
Fund 01235 L.L.C. Beloit, WI 2700 Cranston Road, Beloit, WI 53511 608-362-6000
Burlington Hotel Group, LLC Burlington, WI 400 N. Dodge Street, Burlington, WI 53105 262-767-1900
Badger State Lodging Group LLC Eau Claire, WI 2622 Craig Road, Eau Claire, WI 54701 715-833-0003
Shri Balaji LLC Elkhorn Lake Geneva Area, WI 40 West Hidden Trail, Elkhorn, WI 53121 262-743-2360
RATI HOSPITALITY LLC Fond du Lac, WI 77 N. Pioneer Road, Fond du Lac, WI 54935 920-933-6767
ANR Outlot, LLC Glendale Milwaukee, WI 7065 North Port Washington Rd, Glendale, WI 53217 414-928-3858
PHVIF Green Bay, LLC Green Bay Downtown, WI 201 Main Street, Green Bay, WI 54301 920-437-5900
Beechwood Stadium View Hotel, LLC Green Bay Stadium, WI 830 Morris Avenue, Green Bay, WI 54304 920-7859660
OAB GreenBay Hotel, LLC Green Bay, WI 2840 Ramada Way, Green Bay, WI 54304-5786 920-498-9200
Grand Valley Hospitality, LLC Janesville, WI 2400 Fulton Street, Janesville, WI 53546 608-754-4900
Growth Hospitality, LLC Lacrosse/Onalaska, WI 308 Hampton Court, Onalaska, WI 54650 608-779-5000
Hays Madison Hotel Partners, LLC Madison-East Towne Mall Area, WI 4820 Hayes Rd., Madison, WI 53704 608-244-9400

EXHIBIT A

WRLP Brookfield, LLC Milwaukee/Brookfield, WI 575 North Barker Road, Brookfield, WI 53045 262-796-1500
MKE Hospitality LLC Milwaukee-Airport, WI 1200 West College Avenue, Milwaukee, WI 53221 414-762-4240
Lovers Lane Road LLC Milwaukee-Northwest, WI 5601 N. Lover's Lane Rd., Milwaukee, WI 53225-2201 414-466-8881
Village Park Hospitality, L.L.C. Plover/Stevens Point, WI 3090 Village Park Drive, Plover, WI 54467 715-295-9900
OBOS SHI, LLC Superior Duluth, WI 66 E 2nd St, Superior, WI 54880 715-718-2723
R & M Stump Investments, LLC Tomah, WI 219 Buan Street, Tomah, WI 54660 608-374-3800
Wausau Hospitality LLC Wausau, WI 615 S. 24th Avenue, Wausau, WI 54401 715-848-9700

WYOMING

SIVM Motel, Inc. Evanston, WY 101 Wasatch Road, Evanston, WY 82930 307-789-5678
Ghazanfar Khan, Mohammed Khan & Zulfigar Khan Gillette, WY 211 Decker Court, Gillette, WY 82716 307-686-2000
Jackson Hotel, LLC Jackson Hole, WY 350 S. Hwy. 89, Jackson, WY 83002 307-733-0033
Snowy Range Hotel Company, LLC Laramie, WY 3715 East Grand Avenue, Laramie, WY 82070 307-742-0125
Safari Hotel Rawlins-2021, LLC Rawlins, WY 406 Airport Road, Rawlins, WY 82301 307-324-2320
Safari Timberline Hotels, LLC Rock Springs, WY 1901 Dewar Drive, Rock Springs, WY 82901 307-382-9222
Prime Lodging, Inc. Sheridan, WY 980 Sibley Circle, Sheridan, WY 82801 307-673-2734

Signed but not yet Opened

ALABAMA

AUM Alabaster, LLC Alabaster Birmingham, AL 995 Balmoral Drive, Alabaster, AL 35007
Mansa-CTN, LLC Clanton, AL 2000 Big M Blvd, Clanton, AL 35046
Evergreen Hospitality LLC Evergreen, AL NEQ of Liberty Hill Dr. and I-65, Evergreen, AL 36401

ARIZONA

ACEV Casa Grande, LLC Casa Grande, AZ 2182 E Florence Blvd, Casa Grande, AZ
Greens San Luis LLC San Luis, AZ SEQ of Cesar Chavez Blvd and 6th Ave, San Luis, AZ 85349

ARKANSAS

Century Cabot, LLC Cabot, AR 200 Home Depot Drive, Cabot, AR 72023 501-422-6540
Shri Nilkanth Varni LLC West Memphis, AR SWQ of I-40 and N 7th St, West Memphis, AR 72301

CALIFORNIA

Jignesh Govind Patel American Canyon Napa Valley, CA 3439 Broadway St, American Canyon, CA 94503
Greens Big Bear LLC Big Bear Lake, CA 41820 Big Bear Boulevard, Big Bear Lake, CA 92315 909-866-0000

EXHIBIT A

Greens Chandler, LLC Brawley, CA 1562 E Main Street, Brawley, CA 92227
Greens Orchard, LLC Calexico, CA 2501 Scaroni Ave, Calexico, CA 92231 760-7686048
Pacific Coast Hospitality, LLC Costa Mesa Newport Beach, CA 2070 Newport Blvd, Costa Mesa, CA 92627
Phyllis Shih Diamond Bar Los Angeles, CA 878 Brea Canyon Rd, Diamond Bar, CA 91765
Dixon Hospitality LLC Dixon, CA 1 Dorset Ct., Dixon, CA 95620
Mayur N LLC El Cerrito, CA 11615-11645 San Pablo Ave, El Cerrito, CA 94530
Galt Ranch LLC Galt, CA NEQ of Hwy 99 and A St, Galt, CA 95632
Grass Valley Partners, LP Grass Valley, CA NWQ of East Main St and Olyia Dr., Grass Valley, CA 95945
LJAM Investments, LLC Hanford, CA SEQ of 12th Ave and Highway 198, Hanford, CA 93230
Lawndale AH LLC Lawndale Los Angeles, CA 15239 Hawthorne Blvd., Lawndale, CA 90260
Venice Hope Group LLC Los Angeles Convention Center, CA 426 West Venice Boulevard, Los Angeles, CA 90015
BPR Properties Mountain View, LLC Mountain View Palo Alto, CA 2300 El Camino Real, Mountain View, CA 94040
Hollywood Stay Hotel LLC North Hollywood, CA 11350 Burbank Blvd, North Hollywood, CA 91601
Tulsee J. Nathu and Payal Nathu Oakland Emeryville, CA NWQ of I-580 and Mandela Pkwy, Oakland, CA 94608
The Inns at Buena Vista Creek, LP Oceanside, CA SWQ S.R. 78 Jefferson Way, Oceanside, CA 92054
Guasti SPV LLC Ontario Airport, CA NWQ of E Gausti Rd and N Turner Ave, Ontario, CA 91761
VSK Investments, LLC Redwood City, CA 690 Veterans Blvd, Redwood City, CA 94063
Insignia Hospitality Group, Inc. Roseville, CA 251 Conference Center Drive, Roseville, CA 95678
I Street Property, LLC Sacramento Downtown, CA 1309 & 1315 I Street, Sacramento, CA 95814
EV Project, LLC San Diego Gaslamp, CA SE corner of 9th Ave and Island Ave, San Diego, CA 92101
Cupertino De Anza Hospitality, LLC San Jose-Cupertino, CA 1090 S De Anza Blvd, San Jose, CA 95129
Dhillon Goyal Hotel Group LLC San Ramon, CA 2231 Omega Rd, San Ramon, CA 94583
San Simeon Holdings LLC San Simeon, CA 9070 Castillo Dr, San Simeon, CA 93452
Prince Hospitality, LLC Santa Clarita-Valencia, CA 28700 Newhall Ranch Rd, Santa Clarita, CA 91355 661-753-3531
Trophy Hospitality Inc. Tehachapi, CA NEQ of Athens St. and Magellan Dr, Tehachapi, CA 93561
Rup Nagala Victorville, CA SEQ of Nisqualli Rd and Interstate 15, Victorville, CA 92392
Jayhina Hospitality, Inc. Willows, CA 249 N Humboldt Ave, Willows, CA 95988
WC Hotel LP Woodland Hills, CA 21322 Oxnard Street, Woodland Hills, CA 91367

COLORADO

Twenty One Lodging LLC Aurora Medical Center Denver, CO Peoria Street East 25th Avenue, Aurora, CO 80010
Oliver Companies, Inc. Lakewood Denver Southwest, CO 2535-76 S. Wadsworth Blvd., Lakewood, CO 80227
Bhavin K. (Bob) Amin Steamboat Springs, CO 3600 S. Lincoln Ave, Steamboat Springs, CO 80487
Future Legends 4, LLC Windsor Future Legends Stadium, CO 801 Diamond Valley, Windsor, CO 80550

EXHIBIT A

CONNECTICUT

JK Partners, LLC Branford New Haven, CT 470 East Main Street, Branford, CT 06405
Ridgefield Motor Inn, Inc. Ridgefield, CT 296 Ethan Allen Hwy, Ridgefield, CT 06877
Jayson Hospitality, LLC Torrington, CT 93 Main Street, Torrington, CT 06790

FLORIDA

BPS Partners, LLC Callaway, FL East Side Tyndall Pkwy N, Callaway, FL 32404
Gaurangkumar Patel DeFuniak Springs, FL SEQ of US-331 S and I-10, Defuniak Springs, FL 32433
Jack Patel Fort Walton Beach Eglin Air Force Base, 730 Eglin Pkwy, Fort Walton Beach, FL 32547
Sameet Patel Ft. Lauderdale Airport North Dixie Hwy, 1851 S. Federal Hwy, Fort Lauderdale, FL 33316
Hollywood Downtown Hotel, LLC Hollywood I-95 Hollywood Blvd, FL 2638 Polk Street, Hollywood, FL 33020
MLD 6, LLC Homosassa, FL 8553 S. Suncoast Blvd., Homosassa, FL 34446
Madeira Beach Project, LLC Madeira Beach, FL Directly Northeast of 503 150th Ave, Madeira Beach, FL 33708
SYM Capital Partners, LLC Ocoee Orlando, FL 11409 West Colonial Drive, Ocoee, FL 34761
OMEGA HOSPITALITY OF PENSACOLA BEACH LLC Pensacola Beach, FL 20 Via De Luna, Pensacola Beach, FL 32561
ZA Holdings of Florida, LLC Sebring, FL 4340 US HIGHWAY 27 N, Sebring, FL 33870
Ponce Hospitality, Inc. St. Augustine Downtown Historic District 1302 N Ponce De Leon Blvd, St. Augustine, FL 32084 904-494-2100
Tampa Bay Hotels LLC Tampa Fairgrounds Casino, FL 4506 Oak Fair Blvd, Tampa, FL 33610
Bhavani Ventures, LLC Yulee, FL 75966 and 75948 Mentoria Road, Yulee, FL 32097

GEORGIA

Vector Hospitality, Inc. Kennesaw Atlanta Town Center, GA NWQ of I-75 & Barrett Parkway, Kennesaw, GA 30144
Bran Hospitality Perry, LLC Perry, GA 102 Hampton Court, Perry, GA 31069
Pooler Dual Hotel 2 LLC Pooler Savannah, GA NEQ of I-20 and Pooler Parkway, Pooler, GA 31322
Zebulon Hospitality, LLC Zebulon, GA Adjacent to 200 Plaza Drive, Zebulon, GA 30295

HAWAII

12th and "A" Hotels Partners, L.P. Kailua-Kona Bay, HI 75-5739 Ali'i Drive, Kailua-Kona, HI 96740

IDAHO

Hiren Patel Post Falls, ID SWQ of W. Pointe Pkwy & N Beck Rd, Post Falls, ID 83854

ILLINOIS

Anil Chaudhari Crystal Lake, IL SEQ of Congress Pkwy & Commonwealth Dr, Crystal Lake, IL 60014
Pullman Hotel Group LLC Pullman Chicago South, IL NWQ of E 111th St & S Doty Ave, Chicago, IL 60643

EXHIBIT A

Rantoul 57 Hospitality, LLC Rantoul, IL 920 Broadmeadow Road, Rantoul, IL 61866

INDIANA

JSK Development Inc. Plymouth, IN SEQ of US Route 30 and Pioneer Dr, Plymouth, IN 46563

KANSAS

Midtown Land Company, LLC Manhattan, KS NEQ of 12th St & Laramie St, Manhattan, KS 66502

KENTUCKY

Ashwani Sarvaria Franklin, KY NWQ of I-65 and Hwy 31 W, Exit 20 Nashville Road, Franklin, KY 42134

Amit Nathu Mayfield, KY NEQ of I-69 (Juilan M. Carroll Purhcase Parkway) and St Route 45, Mayfield, KY 42066

LOUISIANA

RoPrish Hospitality Holdings, L.L.C. Alexandria South, LA NEQ of S MacArthur Dr and Alexandria Mall Dr, Alexandria, LA 71303

RNS Lafayette, L.L.C. Lafayette Scott, LA SEQ of I-10 and West Willow Street, Scott, LA 70583

MICHIGAN

Chelsea Hospitality Group, LLC Chelsea, MI 1645 Commerce Park Dr, Chelsea, MI 48118

Terrace Bay Hotel, LLC Escanaba, MI NEW of Lundington St. and N. 3rd St, Escanaba, MI 49829

Spartan Hospitality LLC Grand Haven, MI NEQ of Adams St & Miller Dr, Grand Haven, MI 49417

Saline Hospitality, LLC Saline, MI 1250 E Michigan Ave, Saline, MI 48176 734-9779001

1141 N State LLC St. Ignace, MI 1411 N State St, St. Ignace, MI 49781 906-2986500

MISSISSIPPI

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

Fondren Lodging Development, LLC Jackson Fondren Medical District, MS Intersection of N. State St Hartfield, Jackson, MS 39216

MISSOURI

Dexter Hotel Group LLC Dexter, MO SWQ of Hwy 60 & Arvin Rd, Dexter, MO 63841

Stadium Hotel, LLC Kansas City Stadium, MO 3830 Blue Ridge Cutoff, Kansas City, MO 64133

SLAH, LLC St. Louis Airport, MO 10330 Natural Bridge Road, Saint Louis, MO 63134

SAMP HOSPITALITY LLC Warrenton I-70, MO SWQ of W Veterans Memorial Parkway & N Market St, Warrenton, MO 63383

MONTANA

James P. Koehler Missoula, MT 3125 Expo Pkwy, Missoula, MT 59808

EXHIBIT A

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

NEBRASKA

Teta Hospitality, Inc. Grand Island Medical Center, NE 3616 Innate Circle, Grand Island, NE 68803

1033 Brandeis, LLC Lincoln Downtown, NE 1033 O St, Lincoln, NE 68508

Ogallala Lodging 2, LLC Ogallala, NE 502 Oregon Trail Drive, Ogallala, NE 69153 308-284-7140

NEVADA

White Pine Development, LLC Ely, NV SWQ of Great Basin Blvd and Ave N, Ely, NV 89301

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

P & J Land Holding, LLC Winnemucca, NV 930 W Winnemucca Blvd, Winnemucca, NV 89445

NEW HAMPSHIRE

Germania Front, LLC Manchester, NH 21 Front Street, Manchester, NH 03102 603-669-5400

NEW JERSEY

Cape May Hospitality, LLC Cape May Court House, NJ 414 Garden State Parkway, Cape May Court House, NJ 02810

Chosen Hotels LLC Jersey City, NJ 3085 Kennedy Blvd., Jersey City, NJ 07306

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

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

NEW MEXICO

Shivya, LLC Bernalillo, NM NEQ of Bell Lane and Spartan Alley, Bernalillo, NM 87004

Insignia Hospitality Group, Inc. Hobbs, NM SWQ of Joe Harvey Blvd and N Grimes Blvd, Hobbs, NM 79707

NEW YORK

Bay Plaza Hospitality Investors, LLC Bronx New York City, NY 2100 Bartow Avenue, Bronx, NY 10475

Catskill Lodging LLC Catskill, NY 704 Rt. 23B, Catskill, NY 12414

Skyline Hospitality LLC (NY) Cooperstown, NY 4882 State Highway 28, Hartwick, NY 13326

11th Street QB Hotel LLC Long Island City New York, NY 38-04 11th Street, Long Island City, NY 11101

231 Walton, LLC Syracuse Downtown Armory Square, NY 231 Walton Street, Syracuse, NY 13202

NORTH CAROLINA

Vaishno Devi Investment LLC Albemarle, NC 500 HWY 24 27 Bypass, Albemarle, NC 28001

PHG Alston, LLC Cary Raleigh Alston Town Center, NC Intersection of Mahal Avenue and Highcroft Drive, Cary, NC 27519

EXHIBIT A

Surya Hotel, LLC Flat Rock Hendersonville, NC NEQ of Upward Rd. and I-26, Flat Rock, NC 28731
Vivek Patel Sylva, NC 657 Haywood Rd., Sylva, NC 28779
Seva Investments, LLC Waynesville, NC 131 Shiloh Trail, Waynesville, NC 28786

OHIO

Amita Rama Austinburg Ashtabula, OH SWQ of Gh Dr & Center Rd, Austinburg, OH 44010
Ajay D. Patel Beaver creek Dayton, OH NWQ of N Fairfield Rd & Fairfield Cmns, Beaver creek, OH 45431
R. Chandat LLC Mt. Vernon, OH SWQ of Venture Dr & Mitchell Ave, Mt. Vernon, OH 43050
Joseph C. Moffa Richfield, OH SWQ of Wheatley Rd & I-77, Richfield, OH 44286
North Coast Inn VI LLC Sandusky Downtown, OH SWQ of Taylor Rd Milan Rd, Sandusky, OH 44870
Rama Tika Management, LLC Wadsworth, OH 240 Park Center Drive, Wadsworth, OH 44281

PENNSYLVANIA

The Wankawala Organization L.L.C. Carlisle, PA 1825 Harrisburg Pike, Carlisle, PA 17015
Skyworth Hospitality, LLC Hamburg, PA 70 Subsite A Wilderness Trail, Hamburg, PA 19526
Hanuman3, Inc. Manheim, PA NE Quadrant of PA Turnpike-76 and Lebanon Road, Manheim, PA 17545
KN Penn LLC Pittsburgh-Children's Hospital Area, PA 4520 Penn Avenue, Pittsburgh, PA 15238

SOUTH CAROLINA

Sycamore Aiken LLC Aiken, SC NEQ of Oak Grove Rd. and Whiskey Rd., Aiken, SC 29803

SOUTH DAKOTA

CHRISBRO 5, LLC Rapid City South Black Hills, SD NEQ of Catron Blvd and Hwy 16, Rapid City, SD 57701

TENNESSEE

Rajendra B. Bhakta Antioch Nashville Southeast, TN 5400 Mt. View Road, Antioch, TN 37013
Hunt Services, Inc. Henderson, TN Hwy 45 South & West Main Street, Henderson, TN 38340
GHD Hospitality, LLC Lawrenceburg, TN Moores Lane and Hwy 43 North, Lawrenceburg, TN 38464
Vision Hospitality Group, Inc. Monteagle, TN SEQ of I-24 and W Main Street, Monteagle, TN 37356
Sachchianand H Gulch, LLC Nashville Downtown The Gulch, TN 602 9th Avenue South, Nashville, TN 37203
Sachin N. Patel Nashville East Bank, TN 611 Cowan St, Nashville, TN 37207
Ten Star, LLC Shelbyville, TN 1701 N. Main Street, Shelbyville, TN 37160

TEXAS

J-Idol Hotels LLC Addison Dallas, TX 4960 Arapaho Rd, Addison, TX 75001

EXHIBIT A

M45 East Austin Hotel LLC Austin East Side, TX 2033 E. 5th Street, Austin, TX 78702-4525 512-476-2033
Select Hospitality, LLC Baytown, TX NEQ of I-10 & Garth Road, Baytown, TX 77521
Mayur Patel Beaumont Downtown, TX 625 Orleans St, Beaumont, TX 77701
Lowen Trinity Mills, LP Carrollton, TX NWQ of E Trinity Mills Rd and McCoy, Carrollton, TX 75007
CST Lodging LLC Castroville, TX NEQ of Hwy 90 and Country Ln, Castroville, TX 78009
Fuego Financial LLC Corpus Christi Packery Channel, TX NWQ of S Padre Island Dr and Packery Channel Park Rd, Corpus Christi, TX 78418
Gatesville Hospitality, LLC Gatesville, TX NWQ of Hwy 36 and Old Waco Rd, Gatesville, TX 76528
Myrish Hospitality, LLC Kaufman, TX SWQ of Kings Fort Pkwy and TX-34, Kaufman, TX 75142
UH Land, Inc. Lockhart, TX 115 E MLK Jr. Industrial Blvd, Lockhart, TX 78644
Luke Thompson Marble Falls, TX SWQ of La Ventana Dr and Hwy 281, Marble Falls, TX 78654
Darpan Bhakta Odessa South I-20, TX SWA of I-20 and Hwy 385, Odessa, TX 79766
Canteburry Lodgings Company Wharton, TX NEQ of FM 102 and Hwy 59, Wharton, TX 77488
Icon Lodging, LLC Wichita Falls North, TX NWQ of Central E Fwy and Northwest Fwy, Wichita Falls, TX 76306

UTAH

Saratoga Springs Hospitality, LLC Saratoga Springs, UT SWQ of Market St & N Redwood Rd, Saratoga Springs, UT 84045

VIRGINIA

Harivadan Patel Bedford, VA Intersection of Burks Hill Rd & Tiger Trail, Bedford, VA 24523
PT Hotel LLC Charlottesville Pantops, VA 1600-1628 State Farm Blvd., Charlottesville, VA 22911
Shamin Chestnut Hill, LLC Chester, VA 2101 W Hundred Road, Chester, VA 23836
Jatinkumar Patel Daleville, VA Charter Avenue, Daleville, VA 24083
ISP Tysons, LLC McLean Tysons Central, VA 8346 Leesburg Pike, Vienna, VA 22182
Sai Operations Norton LLC Norton, VA 1051 Park Ave. SW, Norton, VA 24273 276-437-0305
Harivadan Patel Rocky Mount, VA Intersection of Grassy Hill Road & N Main Street, Rocky Mount, VA 24151
Blueridge Venture LLC Stephens City Winchester South, VA SE Quadrant of I-81 & Hwy 277 (next to a Holiday Inn Express, Stephens City, VA 22655
Pentapotamia Hospitality Group, LLC Zion Crossroads Gordonsville, VA Intersection of James Madison Highway Spring Creek Road, Zion Crossroads, VA 22942

WASHINGTON

Olympia Hospitality LLC Olympia, WA 621 Capitol Way S, Olympia, WA 98501
Double Check HIE LLC Pullman, WA 1190 SE Bishop Blvd, Pullman, WA 99163 509-334-4437

WEST VIRGINIA

Brier Properties, L.L.C. Fayetteville, WV SEQ of Fayette Town Center and South Pointe Dr., Fayetteville, WV 25840
HKTV Real Estate, LLC Ripley, WV NEQ of Memorial Drive and New Stone Ridge Road, Ripley, WV 25271

EXHIBIT A

WISCONSIN

ANR Manitowoc Hotel, LLC Manitowoc, WI Parcel 835401022 S 44th Street, Manitowoc, WI 54220

PUERTO RICO

Parcel F Hotel LLC San Juan City Center, Puerto Rico Parcel F of the Puerto Rico Convention Center District, San Juan, Puerto Rico 00907

Fleming Hotel LLC Ponce, Puerto Rico Tito Castro Avenue Km. 3.7, Ponce, Puerto Rico 00716

VIRGIN ISLANDS, US

Haven Development LLC St. Thomas, Virgin Islands Havensight Mall Parcel 2, Charlotte Amalie, Virgin Island, U.S. 00802

EXHIBIT A

HAMPTON INN & SUITES

OPEN

ALABAMA

SVC Waramaug I65 LLC Athens/I-65, AL 1222 Kelli Drive, Athens, AL 35613 256-232-2377
Soham Group III, LLC Bessemer Birmingham, AL 5526 Academy Avenue, Bessemer, AL 35022 205-7743535
Imani Genesis Hotel LLC Birmingham East Irondale, AL 950 Old Grants Mill Road, Birmingham, AL 35210 205-933-0444
Birmingham Hospitality LLC Birmingham/280 East-Eagle Point, AL 6220 Farley Court, Birmingham, AL 35242 205-981-0024
AUM Properties, L.L.C. Birmingham/Pelham, AL 232 Cahaba Valley Road, Pelham, AL 35124 205-313-9500
Shree Shiva Hospitality, LLC Birmingham-Downtown/Tutwiler, AL 2021 Park Place, Birmingham, AL 35203 205-322-2100
AUM Hoover, LLC Birmingham-Riverchase/Galleria, AL 4520 Galleria Boulevard, Hoover, AL 35244 205-380-3300
Dothan Hotel Investment Group, LLC Dothan, AL 4684 Montgomery Highway, Dothan, AL 36303 334-671-7672
Windwood - Florence, LLC Florence-Downtown, AL 505 South Court Street, Florence, AL 35630 256-767-8282
STAFFORD FULTONDALE, LLC Fultondale Birmingham I 65, AL 1717 Fulton Road, Fultondale, AL 35068 205-4396700
Vision Huntsville, LLC Huntsville Downtown, AL 313 Clinton Avenue W, Huntsville, AL 35801 256-270-9120
Blue Mountain Hospitality LLC Huntsville Hampton Cove, AL 6205 Hwy 431 South, Huntsville, AL 35763 256-532-2110
Apple Ten Alabama Services, LLC Huntsville/Research Park Area, AL 7010 Cabela Drive, Huntsville, AL 35806 256-971-1850
RajSumati Hotel, LLC Lanett - West Point, AL 4210 Phillips Road, Lanett, AL 36863 334-576-5400
Apple Ten Hospitality Management, Inc. Mobile I-65 @ Airport Blvd., AL 1028 West I-65 Service Road South, Mobile, AL 36609 251-343-4007
Windwood - Mobile, LLC Mobile/Downtown-Historic District, AL 62 South Royal Street, Mobile, AL 36602 251-436-8787
Darryl G. Lapointe Mobile-Providence Park/Airport Area, AL 525 Providence Park Drive East, Mobile, AL 36695 251-776-5866
P & T Hospitality, L.L.C. Montgomery-Downtown, AL 100 Commerce Street, Montgomery, AL 36104 334-265-1010
Alabama Hotel Properties, LLC Montgomery-EastChase, AL 7651 EastChase Parkway, Montgomery, AL 36117 334-277-1818
Opelika Interstate Hotels II, LLC Opelika-I-85-Auburn Area, AL 3000 Capps Way, Opelika, AL 36804 334-778-7048
Balmaquien Hospitality, LLC Orange Beach/Gulf Front, AL 25518 Perdido Beach Blvd, Orange Beach, AL 36561 251-923-4400
Zenith Asset Company, LLC Oxford/Anniston, AL 210 Colonial Drive, Oxford, AL 36203 256-8318958
RAM Hospitality, LLC Phenix City (Columbus Area), AL 620 Martin Luther King Jr. Parkway, Phenix City, AL 36869 334-664-0776
Williams-Prattville Motels, Inc. Prattville, AL 2590 Cobbs Ford Road, Prattville, AL 36066 334-285-6767
Saraland H3 Hotel, LLC Saraland Mobile, AL 80 Shell Street, Saraland, AL 36571 251-266-7755
Shani Sai Scottsboro LLC Scottsboro, AL 24747 John T. Reid Parkway, Scottsboro, AL 35768 256-259-5200

ALASKA

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

EXHIBIT A

ARIZONA

Mountain View Hotel, LLC Flagstaff East, AZ 990 N Country Club Dr, Flagstaff, AZ 86004 928-433-1234
FF&H Investments, L.L.C. Flagstaff-West/NAU, AZ 2400 S. Beulah Blvd., Flagstaff, AZ 86001 928-913-0900
Mohave Hospitality, LLC Kingman, AZ 1791 Sycamore Avenue, Kingman, AZ 86409 928-692-0200
Lake Powell Hotel LLC Page - Lake Powell, AZ 294 Sandhill Road, Page, AZ 86040 928-645-0075
OCI Chandler of Delaware I, LLC Phoenix Chandler-Fashion Center, AZ 1231 South Spectrum Boulevard, Chandler, AZ 85286 480-917-9500
Apple Nine Hospitality Management, Inc. Phoenix Downtown, AZ 77 E Polk St, Phoenix, AZ 85004 602-710-1240
Milan Enterprise Holdings, LLC Phoenix East Mesa, AZ 1825 N. Higley Road, Gilbert, AZ 85234 480-654-4000
Glendale Westgate Lodging Investors, LLC Phoenix Glendale/Westgate, AZ 6630 North 95th Avenue, Glendale, AZ 85305 623-271-7771
Apple Ten Hospitality Management, Inc. Phoenix North/Happy Valley, AZ 2550 West Charlotte Drive, Phoenix, AZ 85085 623-516-9300
Zenith Asset Company, LLC Phoenix Scottsdale Shea Blvd, AZ 10101 North Scottsdale Road, Scottsdale, AZ 85253 480-443-3233
G.S. Gasoline, Inc. and Superior Gasoline LLC Phoenix Tempe, AZ 1415 N. Scottsdale Road, Tempe, AZ 85288 480-941-3441
Paramount Investor Group, L.L.C. Phoenix/Gilbert, AZ 3265 South Market Street, Gilbert, AZ 85297 480-543-1500
Zenith Asset Company, LLC Phoenix/Scottsdale, AZ 16620 North Scottsdale Road, Scottsdale, AZ 85254 480-348-9280
2000 North Litchfield Road, LLC Phoenix-Goodyear, AZ 2000 N. Litchfield Road, Goodyear, AZ 85395 623-536-1313
Lonesome Valley Hospitality, LLC Prescott Valley, AZ 2901 North Glassford Hill Road, Prescott Valley, AZ 86314 928-772-1800
IBHG Holding, LLC Scottsdale at Talking Stick, AZ 9550 E. Talking Stick Way, Scottsdale, AZ 85256 480-270-5393
WMH Enterprises LLC Show Low/Pinetop, AZ 1501 East Woolford Road, Show Low, AZ 85901 928-532-4444
Trivest Hotels, LLC Surprise, AZ 14783 West Grand Avenue, Surprise, AZ 85374 623-537-9122
Kuber-Ramdas Investments, LLC Tempe/Phoenix Airport, AZ 1550 S. 52nd Street, Tempe, AZ 85281 480-410-6400
HSL Wilmot Hotel, LLC Tucson East/Williams Center, AZ 251 South Wilmot Road, Tucson, AZ 85711 520-514-0500
HSL Marana Hotel Opportunity Fund, LLC Tucson Marana, AZ 6300 W Marana Center Blvd, Tucson, AZ 85742 520-572-1010
HSL DV Hotel Opportunity Fund, LLC Tucson Tech Park, AZ 9095 S Rita Rd, Tucson, AZ 85747 520-989-7200
HSL Oracle Road Hotel, LLC Tucson-Mall, AZ 5950 North Oracle Road, Tucson, AZ 85704 520-618-8000
Yuma Lodging Investments, LLC Yuma, AZ 1600 East 16th Street, Yuma, AZ 85365 928-329-5600

ARKANSAS

Conway Hospitality Group, LLC Conway, AR 2400 Sanders Rd., Conway, AR 72032 501-327-0200
P & C Hotels, LLC Hope, AR 2700 N. Hervey Street, Hope, AR 71801 870-777-4567
RSS COMM2013-LC13 - AR MLRH, LLC Little Rock-Downtown, AR 320 River Market Avenue, Little Rock, AR 72201 501-244-0600
HISLR 5 LLC Little Rock-West, AR 1301 South Shackelford Road, Little Rock, AR 72211 501-537-3000
Sharbha Enterprises, LLC Lonoke, AR 240 Brownsville Loop, Lonoke, AR 72086 501-676-0602
Boerne Texas Investment Associates, LLC Pine Bluff, AR 511 Mallard Loop, Pine Bluff, AR 71603 870-850-7488
Atrium TRS II, LP Springdale, AR 1700 S. 48th Street, Springdale, AR 72762 479-756-3500

EXHIBIT A

CALIFORNIA

West Coast Lodging Developers, LLC Agoura Hills, CA 30255 Agoura Road, Agoura Hills, CA 91301 818-597-0333
Harbor Suites, LLC Anaheim Garden Grove, CA 11747 Harbor Blvd., Garden Grove, CA 92840 714-703-8800
HI Anaheim, LLC Anaheim, CA 100 W. Katella Avenue, Anaheim, CA 92802 714-533-1500
Knel Corporation Arcata, CA 4750 Valley West Blvd, Arcata, CA 95521 707-822-5896
1400 West Branch LLC Arroyo Grande/Pismo Beach Area, CA 1400 West Branch Street, Arroyo Grande, CA 93420 805-202-2110
Jin Hyun Koo and Myung Hee Chu Revocable Living Trust Dated Bakersfield North-Airport, CA 8818 Spectrum Park Way, Bakersfield, CA 93308 661-391-0600
2008 Cha Family Trust Bakersfield/Hwy 58, CA 7941 East Brundage Lane, Bakersfield, CA 93307 661-321-9424
Sagemont - Banning, LLC Banning/Beaumont, CA 6071 Joshua Palmer Way, Banning, CA 92220 951-922-1000
Global Resorts, Inc. Barstow, CA 2710 Lenwood Road, Barstow, CA 92311 760-253-2600
Chandra Hospitality, LLC Blythe, CA 2011 East Donlon Street, Blythe, CA 92225 760-921-8000
Ocean Park Hotels-BLT, LLC Buellton/Santa Ynez, CA 600 McMurray Road, Buellton, CA 93427 805-686-1555
A.B. Hospitality, Inc. Buena Park, CA 7307 Artesia Blvd., Buena Park, CA 90621 714-716-1800
Summit Hotel TRS 111, LLC Camarillo, CA 50 W. Daily Drive, Camarillo, CA 93010 805-389-9898
HKCC Hospitality, LLC Cathedral City Palm Springs, CA 36101 Date Palm Dr., Cathedral City, CA 92234 760-3247711
Kumar Hotels, Inc. Chico, CA 1651 Springfield Drive, Chico, CA 95928 530-2353505
JTJ Hospitality, LLC Chino Hills, CA 3150 Chino Avenue, Chino Hills, CA 91709 909-591-2474
Apple Nine Hospitality Management, Inc. Clovis - Airport North, CA 855 Gettysburg Avenue, Clovis, CA 93612 559-348-0000
Fletcher Hotel LP El Cajon San Diego, CA 1025 N. Magnolia Avenue, El Cajon, CA 92020 619-312-0091
Folsom Lodging, LLC Folsom, CA 155 Placerville Road, Folsom, CA 95630 916-235-7744
327 Fresno Lodging Fresno, CA 327 E. Fir Avenue, Fresno, CA 93720 559-447-5900
Metro Hospitality Services, Inc. Fresno-Northwest CA 7194 Kathryn Avenue, Fresno, CA 93722 559-276-9700
Blue Diamond Hospitality, LLC Gilroy, CA 5975 Travel Park Circle, Gilroy, CA 95020 669-239-7044
H COAST, LLC Hemet, CA 3700 West Florida Avenue, Hemet, CA 92545 951-929-7373
Hermosa Hotel Investment, LLC Hermosa Beach, CA 1530 Pacific Coast Highway, Hermosa Beach, CA 90254 310-318-7800
Heritage Inn of Imperial Beach, LLC Imperial Beach San Diego, CA 771 Palm Avenue, Imperial Beach, CA 91932 619-295-1004
CSP Hospitality LLC Indio, CA 42261 Spectrum Street, Indio, CA 92203 760-227-1900
Tides Hospitality, LLC Irvine-Orange County Airport, CA 2192 Dupont Drive, Irvine, CA 92612 949-748-1060
Lancaster Ton, LLC Lancaster, CA 2300 W. Double Play Way, Lancaster, CA 93536 661-940-9194
Louise Avenue Partners, a Limited Partnership Lathrop, CA 103 East Louise Avenue, Lathrop, CA 95330 209-982-5070
El Segundo Hotels, LLC LAX/El Segundo, CA 888 N. Pacific Coast Hwy, El Segundo, CA 90245 310-322-2900
Geweke VII, L.P. Lodi, CA 1337 South Beckman Road, Lodi, CA 95240 209-369-2700
Vista Inn Glendale, LLC Los Angeles/Glendale, CA 114 W. Colorado, Glendale, CA 91204 818-291-5700
ESPY MANAGEMENT, LLC Los Angeles/Hollywood 1133 Vine Street, Los Angeles, CA 90038 323-952-6900
LNN Sepulveda, Inc. Los Angeles/Sherman Oaks, CA 5638 Sepulveda Blvd., Sherman Oaks, CA 91411 818-785-2211

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Five Stars Hospitality, LLC Los Angeles-Burbank Airport, CA 7501 North Glenoaks Boulevard, Burbank, CA 91504 818-768-1106
Balaji Hotels, Inc. Madera, CA 3254 Airport Dr, Madera, CA 93637 559-6610910
Manteca Lodging, LLC Manteca, CA 1461 Bass Pro Drive, Manteca, CA 95336 209-823-1926
Exdev Hotel 1 LLC Marina, CA 120 Reservation Rd, Marina, CA 93933 831-2646500
PARIJAT MERCED LLC Merced, CA 225 South Parsons Avenue, Merced, CA 95340 209-386-1210
Leo Hotelier Group, LLC Mission Viejo, CA 28682 Marguerite Pkwy, Mission Viejo, CA 92692 949-429-5222
Aleena Investment, LLC Modesto/Salida, CA 4921 Sisk Road, Salida, CA 95368 209-543-3650
Southwest Hospitality, LLC Moreno Valley, CA 12611 Memorial Way, Moreno Valley, CA 92553 951-571-7788
Krishna Mountain View, Inc. Mountain View/Silicon Valley, CA 390 Moffett Blvd., Mountain View, CA 94043-4726 650-988-0300
HINB, LLC Murrieta Temecula, CA 25140 Hancock Ave., Murrieta, CA 92562 951-6918820
Palmetto Hospitality of Napa, LLC Napa, CA 945 Hartle Court, Napa, CA 94559 707-255-4000
Balaji Alameda LLC Oakland Airport/Alameda, CA 1700 Harbor Bay Parkway, Alameda, CA 94502 510-521-4500
KTM Hospitality Group, LLC Ontario Rancho Cucamonga, CA 11669 Foothill Blvd., Rancho Cucamonga, CA 91730 909-294-5233
I O W, LLC Ontario, CA 4500 East Mills Circle, Ontario, CA 91764 909-980-9888
Dutt Hospitality Group, Inc. Palm Desert, CA 74900 Gerald Ford Drive, Palm Desert, CA 92211 760-340-1001
OCBW LLC Palmdale, CA 39428 Trade Center Drive, Palmdale, CA 93551 661-265-7400
PDOF Paso 212, LLC Paso Robles, CA 212 Alexa Court, Paso Robles, CA 93446 805-226-9988
Lotus Hotels - Pittsburg, Inc. Pittsburg, CA 1201 California Avenue, Pittsburg, CA 94565 925-473-1300
Kumar Hotels, Inc. Red Bluff, CA 520 Adobe Road, Red Bluff, CA 96080-9623 530-529-4178
Larkspur Group, LLC Redding, CA 2160 Larkspur Lane, Redding, CA 96002 530-224-1001
K Partners Ridgecrest III, LP Ridgecrest, CA 104 East Sydnor Avenue, Ridgecrest, CA 93555 760-446-1968
Everest Hotel, Inc. Riverside/Corona East, CA 4250 Riverwalk Parkway, Riverside, CA 92505 951-352-5020
BREIT Rex TRS LLC Rohnert Park/Sonoma County, CA 6248 Redwood Drive, Rohnert Park, CA 94928 707-586-8700
Jackson IV, LLC Sacramento at CSUS, CA 1875 65th Street, Sacramento, CA 95819 916-451-1135
Elk Grove Finance LP Sacramento/Elk Grove Laguna I-5, CA 2305 Longport Ct, Elk Grove, CA 95758 916-6839545
ARS Hospitality, Inc. Sacramento-Cal Expo, CA 2230 Auburn Blvd., Sacramento, CA 95821 916-927-2222
Geweke Natomas 11, L.P. Sacramento-North Natomas, CA 3021 Advantage Way, Sacramento, CA 95834 916-928-5700
Salinas Hotel Investors LLC Salinas, CA 523 Work Street, Salinas, CA 93901 831-754-4700
H.I.S. of San Bernardino Opco, L.L.C. San Bernardino, CA 895 East Hospitality Lane, San Bernardino, CA 92408 909-890-0600
Waverley One, LLC San Clemente, CA 2481 S. El Camino Real, San Clemente, CA 92672 949-366-1000
NF IV-VA SSCI LSH 1 OP CO, LLC San Diego Liberty Station, CA 2211 Lee Court, San Diego, CA 92101 619-881-2710
Summit Hotel TRS 110, LLC San Diego/Poway, CA 14068 Stowe Drive, Poway, CA 92064 858-391-1222
GRM HISF, LLC and Terrapin Burlingame Investments, LLC San Francisco/BurlingameAirport South, C 1755 Bayshore Highway, Burlingame, CA 94010 650-697-5736
KKS Hospitality Investment LLC San Jose Airport, CA 2088 North First Street, San Jose, CA 95131 408-392-0993
SLO Lodging, LLC San Luis Obispo, CA 1530 Calle Joaquin, San Luis Obispo, CA 93405 805-594-1445

EXHIBIT A

Founder's Investment Corporation San Mateo, CA 2940 S. Norfolk Street, San Mateo, CA 94403 650-341-3300
Lee Family Irrevocable Trust Dated November 3, 2008 Santa Ana/Orange County Airport, CA 2720 Hotel Terrace Drive, Santa Ana, CA 92705 714-556-3838
Ishwar Realty, LLC Santa Maria, CA 2190 Preisker Lane, Santa Maria, CA 93458 805-424-1414
Palmetto Hospitality of Santa Monica II, LLC Santa Monica, CA 501 Colorado Avenue, Santa Monica, CA 90401 310-260-1100
Heritage Inn of Santa Rosa, LLC Santa Rosa Sonoma Wine Country, CA 3815 Airway Dr., Santa Rosa, CA 95403 707-522-6201
2401 Seal Beach LLC Seal Beach, CA 2401 Seal Beach Blvd, Seal Beach, CA 90740 562-594-3939
SLT Hospitality QOZB, LLC South Lake Tahoe, CA 3838 Lake Tahoe Blvd, South Lake Tahoe, CA 96150 530-541-5400
Kumar Hotels, Inc. Suisun City Waterfront, CA 2 Harbor Center, Suisun City, CA 94585 707-429-0900
Sunnyvale Hotel Properties, LLC Sunnyvale Silicon Valley, CA 861 E. El Camino Real, Sunnyvale, CA 94087 408-481-9411
Truckee Hotel, LLC Tahoe/Truckee, CA 11951 State Highway 267, Truckee, CA 96161 530-587-1197
Cambridge Hospitality, Inc. Temecula Valley Wine Country, CA 28190 Jefferson Avenue, Temecula, CA 92590 951-506-2331
BRE SSP Thousand Oaks LLC Thousand Oaks, CA 510 North Ventu Park Road, Thousand Oaks, CA 91320 805-375-0376
Cherry Hospitality, LLC Tulare, CA 1100 N. Cherry Street, Tulare, CA 93274 559-686-8700
Elite Hospitality Group, LLC Watsonville, CA 75 Lee Road, Watsonville, CA 95076 831-322-5080
BRE Polygon Property Owner LLC West Sacramento, CA 800 Stillwater Road, West Sacramento, CA 95605 916-374-1909
Sonoma Wine Country Hotel, LLC Windsor/Sonoma Wine Country, CA 8937 Brooks Road South, Windsor, CA 95492 707-837-9355
Arvind Patel Woodland/Sacramento Area, CA 2060 Freeway Drive, Woodland, CA 95776 530-662-9100
Geweke-Yuba Properties, L.P. Yuba City, CA 1375 Sunsweet Blvd, Yuba City, CA 95991 530-751-1714

COLORADO

Shri Vinayak Inc. Aurora South Denver, CO 2525 S. Anaheim St., Aurora, CO 80014 720-500-0010
Boulder Hospitality, LLC Boulder-North, CO 6333 Lookout Road, Boulder, CO 80301 303-530-3300
Academy Hotel LLC Colorado Springs Air Force Academy/I-25 1307 Republic Drive, Colorado Springs, CO 80921 719-598-6911
Apple Ten Services Colorado Springs, Inc. Colorado Springs/I-25 South, CO 2910 Geyser Dr., Colorado Springs, CO 80906 719-884-0330
Ohm Hospitality Inc. Craig, CO 377 Cedar Court, Craig, CO 81625 970-826-9900
NF IV-I Denver CC Op Co, LLC Denver Downtown Convention Center, CO 550 15th Street, Denver, CO 80202 303-623-5900
BCORE Select Raven 1 TRS LLC Denver Tech Center, CO 5001 S. Ulster Street, Denver, CO 80237 303-804-9900
Gateway Lodging II LLC Denver/Airport-Gateway Park, CO 4310 Airport Way, Denver, CO 80239 303-375-8118
OCI Highlands Ranch, LLC Denver/Highlands Ranch, CO 3095 W. County Line Road, Highlands Ranch, CO 80129 303-794-1800
RLC-III Lone Tree LLC Denver/South-RidgeGate, CO 10030 Trainstation Circle, Lone Tree, CO 80124 303-790-4100
BRE Select Hotels Operating LLC Denver-Cherry Creek, CO 4150 East Kentucky Ave., Glendale, CO 80246 303-692-1800
MHF Denver Operating V LLC Denver-Downtown, CO 1845 Sherman Street, Denver, CO 80203 303-864-8000
MNR, L.L.C Denver-Littleton, CO 7611 Shaffer Parkway, Littleton, CO 80127 303-973-2400
Luxury Inn Downtown LLC Denver-Speer Boulevard, CO 2728 Zuni Street, Denver, CO 80211 303-455-4588
NexGen Renascent W 29th St. Holdings, LLC Greeley, CO 2350 West 29th St, Greeley, CO 80631 970-339-5525

EXHIBIT A

JMK Management, Inc. Lafayette Medical Center, CO 317 Exempla Circle, Lafayette, CO 80026 720-890-2000
HIPC Holding LLC Parker, CO 19010 East Cottonwood Drive, Parker, CO 80138 303-841-2977
Ashwin A. Amin Pueblo/North, CO 4790 Eagleridge Circle, Pueblo, CO 81008 719-543-6500
MCRT3 Pueblo Tenant LLC Pueblo-Southgate, CO 3315 Gateway Drive, Pueblo, CO 81004 719-566-1726
Rifle Hotels LLC Rifle, CO 715 Megan Avenue, Rifle, CO 81650 970-625-1500
HS Salida, LLC Salida, CO 785 US-50, Salida, CO 81201 719-5397850
Summit Hotel TRS 147-A, Inc. Silverthorne, CO 177 Meraly Way, Silverthorne, CO 80498 970-513-4020

CONNECTICUT

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

DELAWARE

DLC Hotel I, LLC Wilmington/Christiana, DE 1008 Old Churchmans Road, Newark, DE 19713 302-454-7300

DISTRICT OF COLUMBIA

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

FLORIDA

Alachua Highpoint LLC Alachua I-75, FL 15930 Northwest 163rd Lane, Alachua, FL 32615 386-315-8100
Amelia Harbor View, LLC Amelia Island-Historic Harbor Front, FL 19 South 2nd Street, Fernandina Beach, FL 32034 904-491-4911
HIT Portfolio I HIL TRS, LLC Boynton Beach, FL 1475 West Gateway Boulevard, Boynton Beach, FL 33426 561-369-0018
NHT Bradenton TRS LLC Bradenton/Downtown Historic District, FL 309 10th Street West, Bradenton, FL 34205 941-746-9400
Apple Nine Florida Services, Inc. Cape Canaveral Cruise Port, FL 9004 Astronaut Blvd, Cape Canaveral, FL 32920 321-784-0021
Liberty Coral Investments, LLC Cape Coral-Fort Myers Area, FL 619 S.E. 47th Terrace, Cape Coral, FL 33904 239-540-1050
Danste Hospitality Group, LLC Clearwater Beach, FL 635 South Gulfview Boulevard, Clearwater Beach, FL 33767 727-451-1111
MIF1 Clearwater HN, LLC Clearwater/St. Petersburg Ulmerton Rd, F 4050 Ulmerton Rd., Clearwater, FL 33762 727-572-7456
2200 East Hwy 50-Clermont, LLC Clermont, FL 2200 East Highway 50, Clermont, FL 34711 352-536-6600
Coconut Creeks Hotel, L.L.L.P. Coconut Creek, FL 5740 North State Road 7, Coconut Creek, FL 33073 954-363-3000
West Volusia Hospitality, LLC DeLand, FL 20 Summit Oak Place, DeLand, FL 32720 386-279-7808

EXHIBIT A

Key Destin Owner, LLC Destin, FL 1625 Scenic Hwy 98 East, Destin, FL 32541 850-654-2677
MPC Hotels, Inc. Fort Lauderdale/Miramar, FL 10990 Marks Way, Miramar, FL 33025 954-430-5590
AHP LP7 Ft Myers, LLC Fort Myers Beach/Sanibel Gateway, FL 11281 Summerlin Square Drive, Fort Myers Beach, FL 33931 239-437-8888
102FTMYERS, LLC Fort Myers-Colonial Blvd., FL 4350 Executive Circle, Fort Myers, FL 33916 239-931-5300
Vista Myrtle Beach Hotel, LP Ft. Lauderdale Airport/South Cruise Port 2500 Stirling Road, Hollywood, FL 33020 954-922-0011
Rahim Enterprises, L.L.C., RANZ, LLC and Curry Ford Mobil LL Ft. Lauderdale West -Sawgrass/Tamarac, F 5701 Madison Avenue, Tamarac, FL 33321 954-724-7115
10611 Chevrolet-Fort Myers, LLC Ft. Myers/Estero, FL 10611 Chevrolet Way, Estero, FL 33928 239-947-5566
Dilip (Dan) Patel Ft. Pierce, FL 1985 Reynolds Drive, Fort Pierce, FL 34945 772-828-4100
Key Gainesville, LLC Gainesville-Downtown, FL 101 SE 1st Avenue, Gainesville, FL 32601 352-240-9300
Prime Hotel Group at Homestead, LLC Homestead Miami South, FL 2855 N.E. 9th Street, Homestead, FL 33033 305-257-7000
Quality Oil Company, LLC Jacksonville Deerwood Park, FL 4415 Southside Blvd., Jacksonville, FL 32216 904-997-9100
Aanya Hospitality, Inc. Jacksonville/Orange Park, FL 141 Park Avenue, Orange Park, FL 32073 904-278-6140
Impact Properties X, LLC Jacksonville/South-Bartram Park, FL 13950 Village Lake Circle, Jacksonville, FL 32258 904-268-6264
Elite Hospitality VI, LLC Jacksonville-Airport, FL 13551 Airport Court, Jacksonville, FL 32218 904-741-4001
Beaches Hospitality, LLC Jacksonville-Beach Blvd/Mayo Clinic Area 13733 Beach Boulevard, Jacksonville, FL 32224 904-223-0222
Lady Lake Hotel, LLC Lady Lake/The Villages, FL 11727 NE 63rd Drive, Lady Lake, FL 32162 352-259-8246
Arihunt Hospitality, Inc. Lake City, FL 450 SW Florida Gateway Drive, Lake City, FL 32024 386-487-0580
CDOR MCO Village, LLC Lake Mary at Colonial Townpark, FL 850 Village Oak Lane, Lake Mary, FL 32746 407-995-9000
KKM Enterprises, Inc. Lake Wales, FL 22900 Hwy 27, Lake Wales, FL 33859 863-734-3000
Columbia Hospitality, Inc. Lakeland-South/Polk Parkway, FL 3630 Lakeside Village Blvd, Lakeland, FL 33803 863-603-7600
Shiv Largo Hotel, LLC Largo, FL 100 East Bay Drive, Largo, FL 33770 727-585-3333
Macclenny Hospitality, LLC MacClenny I-10, FL 5242 George Hodges Road, Macclenny, FL 32063 904-259-9826
Peacock Hotel LLC Mary Esther-Fort Walton Beach, FL 301 Hollywood Boulevard, Mary Esther, FL 32569 850-581-7000
Hotel Three LLC Miami Kendall, FL 14060 SW 138th Ave, Miami, FL 33186 786-6021600
Odyssey Propco VII, LLC Miami Wynwood Design District, FL 3450 Biscayne Boulevard, Miami, FL 33137 786-581-0600
Brickell Hotel Group, LLLP Miami/Brickell-Downtown, FL 50 SW 12th Street, Miami, FL 33130 305-377-9400
Airport Hotel Group, Ltd. Miami-Airport South-Blue Lagoon, FL 777 NW 57th Avenue, Miami, FL 33126 305-262-5400
Apple Nine Hospitality Management, Inc. Miami-Doral/Dolphin Mall, FL 11600 NW 41st Street, Miami, FL 33178 305-500-9300
Sage Middleburg Hospitality, LLC Middleburg, FL 1735 Jeremiah Street, Middleburg, FL 32068 904-406-6424
Navarre Hotel Holdings, LLC Navarre, FL 7710 Navarre Parkway, Navarre, FL 32566 850-939-4848
North Port Hospitality LLC North Port, FL 5664 Tuscola Blvd, North Port, FL 34287 941-426-4770
JEGG, LLC Ocala, FL 3601 SW 38th Avenue, Ocala, FL 34474 352-867-0300
Ocala Florida Investment Associates, LLC Ocala/Belleview, FL 2075 SW Highway 484, Ocala, FL 34473 352-347-1600
MHG Orlando Gateway HN, LP Orlando Airport @ Gateway Village, FL 5460 Gateway Village Circle, Orlando, FL 32812 407-857-2830
Sea Harbor Hospitality LLP Orlando at SeaWorld, FL 7003 Sea Harbor Drive, Orlando, FL 32821 407-778-5900

EXHIBIT A

CJP Columbia Properties Hotel, LLC Orlando Downtown South/Medical Center, F 43 Columbia Street, Orlando, FL 32806 407-270-6460
Capital One Florida Hotel Group, LLC Orlando/Apopka, FL 321 S. Lake Cortez Drive, Apopka, FL 32703 407-880-7861
PELTA UCF Opco LLC Orlando/East UCF Area, FL 3450 Quadrangle Boulevard, Orlando, FL 32817 407-282-0029
RAG Holdings International, LLC Orlando-International Dr. No., FL 7448 North International Drive, Orlando, FL 32819 407-313-3030
South Park Hospitality, L.L.C. Orlando-John Young Pkwy/S Park, FL 7500 Futures Drive, Orlando, FL 32819 407-226-3999
Altamonte Springs Lodging LLC Orlando-North/Altamonte Springs, FL 161 Douglas Avenue, Altamonte Springs, FL 32714 407-331-0220
Osceola Lodging Associates, LLP Orlando-South Lake Buena Vista, FL 4971 Calypso Cay Way, Kissimmee, FL 34746 407-396-8700
Seagrass Inn LLC Palm Coast-South, FL 150 Flagler Plaza Drive, Palm Coast, FL 32137 386-439-8999
HPCB Lessee, Inc. Panama City Beach/Beachfront, FL 15505 Front Beach Rd, Panama City Beach, FL 32413 850-235-4650
Apple Nine Hospitality Management, Inc. Panama City Beach/Pier Park Area, FL 13505 Panama City Beach Pkwy, Panama City Beach, FL 32407 850-230-9080
Pensacola Hotel Partners, LLC Pensacola I-10 North at University Town 7050 Plantation Road, Pensacola, FL 32504 850-505-7500
GB Hotel Investments, LP Pensacola/Gulf Breeze, FL 61 Gulf Breeze Parkway, Gulf Breeze, FL 32561 850-203-1333
SNB Hotels, Inc. Pensacola/I-10 Pine Forest Road, FL 8021 Lavelle Way, Pensacola, FL 32526 850-607-7174
Depa Hotel, Inc. Port Richey, FL 11050 U.S. Highway 19, Port Richey, FL 34668 727-869-4900
Shivam Properties, LLC Port St. Lucie-West, FL 155 S.W. Peacock Boulevard, Port Saint Lucie, FL 34986 772-878-5900
Chosen Gadsden LLC Ruskin I-75, FL 711 33rd Street Southeast, Ruskin, FL 33570 813-213-8005
SREH Sarasota, LLC Sarasota/Bradenton-Airport, FL 975 University Parkway, Sarasota, FL 34243 941-355-8140
CCU Lodging Associates, L.L.C. Sarasota/University Park, FL 8565 Cooper Creek Blvd, Sarasota, FL 34201 941-355-8619
EFFBRANDS VB Hospitality, LLC St. Augustine/Vilano Beach, FL 95 Vilano Road, Saint Augustine, FL 32084 904-827-9797
Florenca Park, LLC St. Petersburg-Downtown, FL 80 Beach Drive NE, Saint Petersburg, FL 33701 727-892-9900
1150 NW Federal-Stuart, LLC Stuart-North, FL 1150 NW Federal Highway, Stuart, FL 34994 772-692-6922
NF IV-VA SSCI HI Tallahassee Op Co, LLC Tallahassee Capitol - University, FL 824 Railroad Avenue, Tallahassee, FL 32310 850-692-7150
Capital Hotel Group Investment, LLC Tallahassee I-10/Thomasville Rd, FL 3388 Lonnbldh Road, Tallahassee, FL 32308 850-574-4900
MHG Avion Park HN, LP Tampa Airport Avion Park Westshore, FL 5329 Avion Park Drive, Tampa, FL 33607 813-287-8500
Tampa Florida Busch Gardens Investment Associates, LLC Tampa Busch Gardens Area, FL 3333 East Busch Boulevard, Tampa, FL 33612 813-605-5233
Liberty Seffner Investments, LLC Tampa East (Casino Area), FL 11740 Tampa Gateway Blvd., Seffner, FL 33584 813-630-4321
BREIT Florida TRS LLC Tampa Northwest/Oldsmar, FL 4017 Tampa Road, Oldsmar, FL 34677 813-818-7202
Falkenburg Hotel, LLC Tampa Riverview Brandon, FL 10240 Causeway Blvd., Tampa, FL 33619 813-497-4590
TWC Bay, LLC Tampa/Wesley Chapel, FL 2740 Cypress Ridge Blvd, Wesley Chapel, FL 33544 813-973-2288
Murphco of Florida, Inc. Tampa-North, FL 8210 Hidden River Parkway, Tampa, FL 33637 813-903-6000
Summit Hotel TRS 101, LLC Tampa-Ybor City/Downtown, FL 1301 East 7th Avenue, Tampa, FL 33605 813-247-6700
HDBVM Hospitality, Inc. Tarpon Springs, FL 39284 U.S. Hwy 19 N, Tarpon Springs, FL 34689 727-945-7755
Heartland Venice Partners, LP Venice Bayside/South Sarasota, FL 881 Venetia Bay Blvd., Venice, FL 34292 941-488-5900
VBH Miracle Mile, LLC Vero Beach-Downtown, FL 611 20th Place, Vero Beach, FL 32960 772-774-4010
Wellington Hospitality, LLLP Wellington, FL 2155 Wellington Green Drive, Wellington, FL 33414 561-472-9696

EXHIBIT A

Wynne Building Corporation West Melbourne-Palm Bay Road, FL 4520 Durham Drive, Melbourne, FL 32904 321-372-7445

GEORGIA

Triple P Properties, LLC Adairsville-Calhoun Area, GA 101 Travelers Path, Adairsville, GA 30103 770-773-3100
Hallmark Hospitality & Management, LLC Albany, GA 2628 Dawson Road, Albany, GA 31707 229-405-2000
NNP Alpharetta SPE, LLC Alpharetta, GA 16785 Old Morris Road, Alpharetta, GA 30004 678-393-0990
Logos Fund-HIS3450, LLC Atlanta Airport West/Camp Creek Parkway, 3450 Creek Pointe Drive, East Point, GA 30344 404-344-4474
Buckhead Place Hotel Company, LLC Atlanta Buckhead Place, GA 3312 Piedmont Road NE, Atlanta, GA 30305 404-816-7309
Vision Decatur, LLC Atlanta Decatur/Emory, GA 116 Clairemont Avenue, Decatur, GA 30030 404-377-6360
NP 15th Street, LLC Atlanta Midtown, GA 1231 West Peachtree Street NE, Atlanta, GA 30309 404-685-3690
Apple Nine Hospitality Management, Inc. Atlanta Perimeter Dunwoody, GA 4565 Ashford Dunwoody Road, Atlanta, GA 30346 770-350-9995
Principal Hotel Group, LLC Atlanta Six Flags, GA 999 Bob Arnold Blvd., Lithia Springs, GA 30122 770-745-9990
Welcome Hotels Duluth, Inc. Atlanta/Duluth/Gwinnett County, GA 1725 Pineland Road, Duluth, GA 30096 770-931-9800
Welcome Group of Hospitality Inc. Atlanta/Marietta, GA 2136 Kingston Court, Marietta, GA 30067 678-460-1160
Imperial Investments Airport, L.L.C. Atlanta-Airport North, GA 3450 Bobby Brown Parkway, Atlanta, GA 30344 404-767-9300
Apple Nine Hospitality Management, Inc. Atlanta-Downtown, GA 161 Ted Turner Dr NW, Atlanta, GA 30303 404-589-1111
Galleria, L.L.C. Atlanta-Galleria, GA 2733 Circle 75 Parkway, Atlanta, GA 30339 770-955-1110
Belair Real Estate LLC Augusta West, GA 4081 Jimmie Dyess Parkway, Augusta, GA 30909 706-860-1610
Augusta Washington Road Hotel, LLC Augusta-Washington Road @ I-20, GA 3028 B Washington Road, Augusta, GA 30907 706-738-4567
WS CE Resoort Owner, LLC Braselton, GA 5159 Golf Club Drive, Braselton, GA 30517 770-307-0700
Brunswick Lodging, LLC Brunswick, GA 128 Venture Drive, Brunswick, GA 31525 912-261-0939
Titan Hospitality, LLC Cordele, GA 1709 East 16th Avenue, Cordele, GA 31015 229-273-7150
AUM Hospitlity, LLC Dublin, GA 103 Travel Center Blvd., Dublin, GA 31021 478-246-6055
TRY-LA, Inc. Flowery Branch Lake Lanier, GA 4660 Holland Dam Road, Flowery Branch, GA 30542 770-965-0357
HAMJI Hospitality LLC Jekyll Island, GA 200 South Beachview Drive, Jekyll Island, GA 31527 912-635-3733
One Court, L.P. Johns Creek, GA 6440 East Johns Crossing, Johns Creek, GA 30097 470-410-1601
OM Ventures 2, LLC Lavonia, GA 115 Owens Drive, Lavonia, GA 30553 706-460-5100
Hospitality Investors, Inc. Macon I-475, GA 5010 Eisenhower Parkway, Macon, GA 31206 478-803-4900
River Chase Hospitality, Inc. Macon I-75 North, GA 3954 River Place Dr., Macon, GA 31210 478-803-5000
Shriji Hospitality Rome, LLC Rome, GA 875 West 1st St. NW, Rome, GA 30161 706-622-5631
Shree Hari OHM Inc. of SAVNH Savannah I-95 South/Gateway, GA 591 Al Henderson Blvd., Savannah, GA 31419 912-921-1515
Shree Maha Savannah Hospitality, LLC Savannah/Midtown, GA 20 Johnston Street, Savannah, GA 31405 912-721-3700
Savannah Hospitality Services, LLC Savannah-Airport, GA 70 Stephen S. Green Drive, Savannah, GA 31408 912-966-1240
Oglethorpe Associates, LLC Savannah-Historic District, GA 603 West Oglethorpe Avenue, Savannah, GA 31401 912-721-1600
Park Place Hotel, LLC Snellville Atlanta NE, GA 1905 Pharrs Road, Snellville, GA 30078 678-344-9090

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LHG Tifton, LLC Tifton, GA 720 U.S. Hwy 319 South, Tifton, GA 31794 229-382-8800
A&M Convention Center Hotel, LLC Valdosta-Conference Center, GA 2 Meeting Place Drive, Valdosta, GA 31601 229-241-1234

HAWAII

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

IDAHO

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

ILLINOIS

FH-Hotel Normal Opco, L.L.C. Bloomington/Normal, IL 320 S Towanda Ave., Normal, IL 61761-2212 309-452-8900
Bolingbrook Motel, Inc. Bolingbrook, IL 165 Remington Blvd., Bolingbrook, IL 60440 630-759-7100
First CBV, LLC Bridgeview Chicago, IL 7010 S Harlem Ave, Bridgeview, IL 60455 224-513-0017
Prominence Burr Ridge, LLC Chicago Burr Ridge, IL 100 Harvester Drive, Burr Ridge, IL 60527 630-655-1000
MCR Waukegan Tenant LLC Chicago Waukegan, IL 438 Lakehurst Road, Waukegan, IL 60085 847-473-6600
K.S. Hospitality, Inc. Chicago/Addison (Itasca Area), IL 1685 West Lake Street, Addison, IL 60101 630-495-9511
Midwest Management, Inc. Chicago/Aurora, IL 2423 Bushwood Drive, Aurora, IL 60506 630-907-2600
Deer Park Hospitality LLC Chicago/Deer Park, IL 21660 West Lake Cook Road, Deer Park, IL 60010 847-726-0500
Akshar Hospitality HE, LLC Chicago/Hoffman Estates, IL 2825 Greenspoint Parkway, Hoffman Estates, IL 60169 847-882-4301
MAHI, LLC Chicago/Libertyville, IL 2061 Shell Drive, Libertyville, IL 60048 847-680-8828
ECD-Lincolnshire Hotel DE LLC Chicago/Lincolnshire, IL 1400 Milwaukee Avenue, Lincolnshire, IL 60069 847-478-1400
MCR Mt Prospect Tenant LLC Chicago/Mt. Prospect, IL 1 Randhurst Village Drive, Mount Prospect, IL 60056 847-590-1860
Schaumburg Hotel Partners, LLC Chicago/Schaumburg, IL 891 Plaza Drive, Schaumburg, IL 60173 847-380-2155
Matteson Hotel Partners, LLC Chicago/Southland-Matteson, IL 20920 Matteson Avenue, Matteson, IL 60443 708-748-4102
Fox River Hospitality, Inc. Chicago/St. Charles, IL 2875 Foxfield Road, Saint Charles, IL 60174 630-584-0222
First FM, LLC Chicago-Downtown, IL 33 West Illinois, Chicago, IL 60654 312-832-0330
Apple Ten Services Skokie, Inc. Chicago-North Shore/Skokie, IL 5201 Old Orchard Road, Skokie, IL 60077 847-583-1111
Sunrise Hospitality, Inc. Danville, IL 370 Eastgate Dr., Danville, IL 61834 217-442-3300

EXHIBIT A

DG Hotel Group LLC Downers Grove Chicago, IL 1500 Opus Place, Downers Grove, IL 60515 630-852-1500
Effingham Hospitality Partners LLC Effingham, IL 1305 Keller Drive, Effingham, IL 62401 217-540-5050
Blair Road Hotel Associates, LLC Minooka, IL 621 Bob Blair Road, Minooka, IL 60447 815-828-6450
HSS QC Airport Hotel Opco, L.L.C. Moline/Quad City Int'l Airport, IL 2450 69th Avenue, Moline, IL 61265 309-762-1900
Marigold Lodging Inc. Pekin (Peoria Area), IL 3445 Court Street, Pekin, IL 61554 309-885-7005
Petersen Hospitality, LLC Peoria at Grand Prairie, IL 7806 N. Route 91, Peoria, IL 61615 309-589-0001
Sunrise Hospitality, Inc. Peru, IL 4421 North Peoria Street, Peru, IL 61354 815-220-8400
Apple Ten Illinois Services, Inc. Rosemont Chicago O'Hare, IL 9480 W. Higgins Road, Rosemont, IL 60018 847-692-3000
P.C. Motel Ventures, L.L.C. Springfield-Southwest, IL 2300 Chuckwagon Drive, Springfield, IL 62711-7107 217-793-7670
4192 SHIVAM LLC St. Louis/Alton, IL 1904 Homer M Adams Parkway, Alton, IL 62002 618-433-8999
Pramukhraj Huron LLC St. Louis/Edwardsville, IL 5723 Heritage Crossing Drive, Glen Carbon, IL 62034 618-589-5000

INDIANA

Ranjan, LLC Avon Indianapolis, IN 193 Angelina Way, Avon, IN 46123 317-224-2900
Rahee Hospitality Inc. Crawfordsville, IN 2895 Gandhi Drive, Crawfordsville, IN 47933 765-362-8884
Zenith Asset Company III, LLC Fort Wayne Downtown, IN 223 West Jefferson Boulevard, Fort Wayne, IN 46802 260-247-6915
CNI THL OPS, LLC Fort Wayne-North, IN 5702 Challenger Parkway, Fort Wayne, IN 46818 260-489-0908
J Enterprises Inn of Franklin, LLC Franklin Indianapolis, IN 361 Paris Drive, Franklin, IN 46131 317-6685080
Shuban, LLC Greensburg, IN 2075 North Michigan Avenue, Greensburg, IN 47240 812-663-5000
Hammond Hospitality, LLC Hammond, IN 2842 Carlson Drive, Hammond, IN 46323 219-629-8720
Evergreen of Brownsburg Hotel LLC Indianapolis Brownsburg, IN 41 Maplehurst Drive, Brownsburg, IN 46112 317-852-5800
Sanjay, LLC Indianapolis West Speedway, IN 2608 Founders Square Drive, Indianapolis, IN 46224 317-9698321
J Enterprises Inn of Fishers, LLC Indianapolis/Fishers, IN 11575 Commercial Drive, Fishers, IN 46038 317-913-0300
River North Hotel, LLC Indianapolis/Keystone, IN 8980 River Crossing Boulevard, Indianapolis, IN 46240 317-706-7500
Six Points Hotel Partners, LLC Indianapolis-Airport, IN 9020 Hatfield Drive, Indianapolis, IN 46241 317-856-1000
FH-Hotel Kokomo Opco, L.L.C. Kokomo, IN 2920 South Reed Road, Kokomo, IN 46902 765-455-2900
Tashi Hospitality, Inc. Michigan City, IN 3674 North Frontage Road, Michigan City, IN 46360 219-814-4164
Hospitality Ventures, LLC Middlebury, IN 105 Crystal Heights Blvd., Middlebury, IN 46540 574-822-0288
Heritage Square Hotel Partners, L.P. Mishawaka/South Bend, IN 7347 Heritage Square Drive, Granger, IN 46530 574-243-4600
Lakha Lodging Corp. Muncie, IN 4220 Bethel Avenue, Muncie, IN 47304 765-288-8500
GHS Munster LLC Munster, IN 8936 Calumet Avenue, Munster, IN 46321 219-836-5555
BLB Hospitality Corp. Richmond, IN 455 Commerce Rd., Richmond, IN 47374 765-966-5200
Sum Hospitality Inc. Schererville, IN 1904 US Highway 41, Schererville, IN 46375 219-440-7591
Scottsburg Hotel, LLC Scottsburg, IN 1535 McClain Avenue, Scottsburg, IN 47170 812-752-1999
FH-Hotel South Bend Opco, L.L.C. South Bend, IN 52709 Indiana State Route 933, South Bend, IN 46637-3244 574-277-9373

EXHIBIT A

77Valparaiso, LLC Valparaiso, IN 1451 South Silhavy Road, Valparaiso, IN 46383 219-531-6424

Jali LLC West Lafayette, IN 160 Tapawingo Drive, West Lafayette, IN 47906 765-269-8000

IOWA

Altoona Hospitality, LLC Altoona Des Moines, IA 215 Adventureland Drive NW, Altoona, IA 50009 515-967-5774

HGIK Hospitality, LLC Ames, IA 2100 Southeast 16th Street, Ames, IA 50010 515-232-5510

ABC Investment, Inc. Ankeny, IA 6210 SE Convenience Blvd, Ankeny, IA 50021 515-261-4400

Huckleberry Hotel, LLC Burlington, IA 3001 Winegard Dr., Suite 130, Burlington, IA 52601 319-237-0700

Apple Ten Hospitality Management, Inc. Cedar Rapids/North, IA 1130 Park Place NE, Cedar Rapids, IA 52402 319-832-1130

Apple Ten Hospitality Management, Inc. Davenport, IA 5290 Utica Ridge Road, Davenport, IA 52807 563-441-0001

Waterfront Lodging, Inc. Des Moines Downtown, IA 120 SW Water Street, Des Moines, IA 50309 515-244-1650

Lotus Hospitality LLC Des Moines/Urbandale, IA 8811 Plum Dr., Urbandale, IA 50322 515-252-7000

Diya Marshalltown Hotels, LLC Marshalltown, IA 20 West Iowa Avenue, Marshalltown, IA 50158 641-753-6795

Mason City Hotel Associates, LLC Mason City, IA 2111 4th Street SW, Mason City, IA 50401 641-435-7500

Sioux City Lodging Partners LLC Sioux City/South, IA 5555 Sergeant Road, Sioux City, IA 51106 712-587-6984

Mills Civic Hotel Associates, LLC West Des Moines/SW-Mall Area, IA 6160 Mills Civic Parkway, West Des Moines, IA 50266 515-218-1110

KANSAS

BHC Lodging, L.C. Dodge City, KS 4002 West Comanche, Dodge City, KS 67801 620-225-0000

KSC Lodging, L.C. I-35 Mulvane, KS 785 Kansas Star Drive, Mulvane, KS 67110 316-524-3777

Kansas Global Hotel, LLC Kansas City-Merriam, KS 7400 West Frontage Road, Merriam, KS 66203 913-236-0465

Kansas Lodging, LLC Liberal, KS 508 Hotel Drive, Liberal, KS 67901 620-604-0699

GK of Overland Park KS, LLC Overland Park South, KS 7521 W 135th Street, Overland Park, KS 66223 913-681-6600

Kansas Crossing Hotel, L.C. (fka SEKS Hotel Group, L.C.) Pittsburg Kansas Crossing, KS 1285 U.S. 69 HWY, Pittsburg, KS 66762 620-231-3100

Wichita Airport Hotel, LLC Wichita/Airport, KS 7230 West Harry, Wichita, KS 67209 316-942-2000

Hotel Wichita Greenwich I Opco, L.L.C. Wichita/Northeast, KS 2433 North Greenwich Road, Wichita, KS 67226 316-636-5594

KENTUCKY

606 Holdings, LLC Hazard, KY 70 Morton Boulevard, Hazard, KY 41701 606-439-0902

Shyam-Ghanshyam Hopkinsville LLC Hopkinsville, KY 210 Richard Mills Drive, Hopkinsville, KY 42240 270-886-8800

Prithvi, LLC Louisville-East, KY 1451 Alliant Ave, Louisville, KY 40299 502-809-9901

Pennyrile Hospitality, LLC Madisonville, KY 201 Ruby Drive, Madisonville, KY 42431 270-825-2226

Murray Hospitality LLC Murray, KY 1415 Lowes Drive, Murray, KY 42071 270-767-2226

NKY Hospitality, LLC Newport/Cincinnati, KY 275 Columbia Street, Newport, KY 41071 859-415-0678

Bryant Downtown Hotel, LLC Owensboro/Downtown-Waterfront, KY 401 West 2nd Street, Owensboro, KY 42301 270-685-2005

EXHIBIT A

Paducah Hospitality Partners, LLC Paducah, KY 3901 Coleman Crossing Circle, Paducah, KY 42001 270-442-0200
Barkley Lake Inn, Inc. Radcliff/Fort Knox, KY 50 Bourbon Street, Radcliff, KY 40160 270-351-5777
Wilder Hospitality, L.L.C. Wilder, KY 10 Hampton Lane, Wilder, KY 41076 859-441-3049
Great Tourism Hospitality, LLC Williamstown Ark Encounter, KY 2 Skyway Dr, Williamstown, KY 41097 859-8230062

LOUISIANA

MIC AEX, LLC Alexandria, LA 6124 West Calhoun Drive, Alexandria, LA 71303-5067 318-445-4449
Red Stick Lodging LLC Baton Rouge/Downtown, LA 462 Lafayette Street, Baton Rouge, LA 70801 225-382-2100
ALH Properties No. Twenty Six, L.P. Baton Rouge/I-10 East, LA 11271 Reiger Road, Baton Rouge, LA 70809 225-751-4600
BRP Investments, L.L.C. Baton Rouge/Port Allen, LA 2755 Commercial Drive, Port Allen, LA 70767 225-389-6655
Harvey Hotel Investments, LLC Harvey/New Orleans West Bank, LA 1651 5th Street, Harvey, LA 70058 504-324-5688
Sunray Hospitality of Jennings, LLC Jennings, LA 310 W Fred Ruth Zigler Memorial Dr., Jennings, LA 70546 337-824-2699
Anjani Hotels LLC Lafayette, LA 1910 S. College Road, Lafayette, LA 70508 337-266-5858
Tom Christopoulos Marksville, LA 6896 Highway 1, Mansura, LA 71350 318-253-7576
Yogi Monroe, Inc. Monroe, LA 5100 Frontage Road, Monroe, LA 71202 318-343-6910
Kilpatrick Hotels Number Four, LLC Morgan City, LA 6365 Highway 182 East, Morgan City, LA 70380 985-221-4421
Metro Hospitality, L.L.C. New Iberia Avery Island, LA 400 Spanish Towne Boulevard, New Iberia, LA 70560 337-321-6700
NF IV-I NOLA FQ Op Co, LLC New Orleans Downtown (French Quarter Are 226 Carondelet Street, New Orleans, LA 70130 504-529-9990
NF IV-I NOLA CC Op Co, LLC New Orleans-Convention Center, LA 1201 Convention Center Blvd., New Orleans, LA 70130 504-566-9990
Elmwood Hotel Company, L.L.C. New Orleans-Elmwood/Clearview Parkway Ar 5150 Mounes Street, Harahan, LA 70123 504-733-5646
Sunrise Hospitality V, L.L.C. Shreveport/Bossier City at Airline Drive 2691 Viking Drive, Bossier City, LA 71111 318-841-9700
Shree Ram Enterprises of Bossier, LLC Shreveport/South, LA 8340 Millicent Way, Shreveport, LA 71115 318-798-1320
Sunray Hospitality of Thibodaux, LLC Thibodaux, LA 826 North Canal Boulevard, Thibodaux, LA 70301 985-446-0900

MAINE

275 Route 1, LLC Kittery-Portsmouth, ME 275 US Route 1, Kittery, ME 03904 207-439-0751
Portland Hotels Inn, Inc. Portland West, ME 1210 Brighton Ave, Portland, ME 04102 207-613-3420
Peter Anastos Rockland, ME 190 New County Road, Thomaston, ME 04861 207-594-6644
WELLS HOTEL, LLC Wells/Ogunquit, ME 900 Post Road, Wells, ME 04090 207-646-0555

MARYLAND

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

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AHIP MD Hanover 7027 Enterprises LLC Baltimore-Arundel Mills/BWI, MD 7027 Arundel Mills Circle, Hanover, MD 21076 410-540-9225
Summit Hotel TRS 136, LLC Baltimore-Inner Harbor, MD 131 East Redwood Street, Baltimore, MD 21202-1225 410-539-7888
Shankra, LLC Camp Springs/Andrews AFB, MD 5000 Mercedes Boulevard, Camp Springs, MD 20746 240-5325510
PR MIG Columbia OpCo, LLC Columbia South Fort Meade Area, MD 7045 Minstrel Way, Columbia, MD 21046 410-381-3001
Park View Hotels, LLC Edgewood/Aberdeen-South, MD 2110 Emmorton Park Road, Edgewood, MD 21040 410-670-6000
1565 Opossumtown Pike, LLC Frederick-Fort Detrick, MD 1565 Opossumtown Pike, Frederick, MD 21702 301-696-1565
Lanham Lodging, LLC Glenarden/Washington, DC 2901 Campus Way North, Glenarden, MD 20706 301-322-3200
BRE SSP Property Owner LLC National Harbor/Alexandria Area, MD 250 Waterfront St, Oxon Hill, MD 20745 301-567-3531
Ocean II Group, LLC Ocean City West, MD 12708 Ocean Gateway Hwy, Ocean City, MD 21842 410-213-2500
Island Hotel Properties, Inc. Ocean City/Bayfront-Convention Center, M 4301 Coastal Highway, Ocean City, MD 21842 410-524-6263
FRUITLAND PROPERTIES LLC Salisbury/Fruitland, MD 304 Prosperity Lane, Fruitland, MD 21826 410-548-1282
MCC Hospitality, LLC Washington, DC North/Gaithersburg, MD 960 North Frederick Avenue, Gaithersburg, MD 20879 301-990-4300

MASSACHUSETTS

MHH Lenox 445 Operating, LLC Berkshires/Lenox, MA 445 Pittsfield Rd, Lenox, MA 01240 413-499-1111
PVG Five LLC Boston/Stoughton, MA 449 Page Street, Stoughton, MA 02072 781-297-2900
KW WALTHAM LLC Boston/Waltham, MA 135 2nd Avenue, Waltham, MA 02451 781-466-6644
Crosstown Center Hotel LLC Boston-Crosstown Center, MA 811 Massachusetts Avenue, Boston, MA 02118 617-445-6400
FED Hotel Properties, LLC Cape Cod/West Yarmouth, MA 99 Route 28, West Yarmouth, MA 02673 508-862-9010
FM Hospitality, LLC Foxborough - Mansfield, MA 2 Foxborough Boulevard, Foxborough, MA 02035 508-623-2555
66 Greenfield, LLC Greenfield, MA 184 Shelburne Road, Greenfield, MA 01301 413-773-0057
4SQ Attleboro Realty LLC North Attleboro, MA 55 Draper Avenue, North Attleboro, MA 02760 508-203-7679
Plymouth Hospitality, LLC Plymouth, MA 10 Plaza Way, Plymouth, MA 02360 508-747-5000
66 DKR, LLC Springfield/Downtown, MA 851 East Columbus Ave, Springfield, MA 01105 413-310-2300
Arsenal Hotel, LLC Watertown Boston, MA 25 Bond Street, Watertown, MA 02472 617-926-0005
Apple Eight Hospitality Massachusetts Services, In Westford/Chelmsford, MA 9 Nixon Road, Westford, MA 01886 978-392-1555
BREIT Mass TRS LLC Worcester, MA 65 Prescott St, Worcester, MA 01605 508-886-9005

MICHIGAN

Adrian Inn & Suites, LLC Adrian, MI 1335 South Main Street, Adrian, MI 49221 517-266-2600
Ann Arbor Inn & Suites, Inc. Ann Arbor/West, MI 2910 Jackson Avenue, Ann Arbor, MI 48103 734-994-1100
Allstate Hotels LLC Bay City, MI 3901 Traxler Court, Bay City, MI 48706 989-778-2555
Harbor Hotels Inc. Benton Harbor, MI 1921 Pipestone Rd, Benton Harbor, MI 49022 269-927-5878
Bloomfield Hills Hospitality Investment, LLC Bloomfield Hills Detroit, MI 1951 S. Telegraph Rd, Bloomfield Hills, MI 48302 248-4545150
Detroit Airport Hotel Limited Partnership II Detroit/Airport-Romulus, MI 31700 Smith Road, Romulus, MI 48174 734-595-0033

EXHIBIT A

Allen Park Inn & Suites, Inc. Detroit/Allen Park, MI 16400 Southfield Rd, Allen Park, MI 48101 313-383-9730
IMK LLC Detroit/Canton, MI 1950 Haggerty Road North, Canton, MI 48187 734-844-1111
Chesterfield Hospitality, Inc. Detroit/Chesterfield Township, MI 45725 Marketplace Blvd, Chesterfield, MI 48051 586-948-2300
Stellar Hospitality Sterling, LLC Detroit/Sterling Heights, MI 36400 Van Dyke Avenue, Sterling Heights, MI 48312 586-276-0600
Galleria Of Troy, L.L.C. Detroit/Troy, MI 100 Wilshire Drive, Troy, MI 48084 248-247-3200
Woodheaven Enterprises Inc. Detroit/Warren, MI 32035 Van Dyke Ave, Warren, MI 48093 586-8263800
Wixom Inn & Suites, Inc. Detroit/Wixom, MI 49025 Alpha Dr, Wixom, MI 48393 248-348-0170
Stellar Hospitality Dundee, LLC Dundee, MI 401 Powell Drive, Dundee, MI 48131 734-823-5525
Okemos Lodge Inc East Lansing/Okemos, MI 2200 Hampton Place, Okemos, MI 48864 517-349-6100
HI Hotel LLC Flint/Grand Blanc, MI 6060 Rashelle Drive, Flint, MI 48507 810-234-8400
Mid Towne Hospitality LLC Grand Rapids/Downtown, MI 433 Dudley Place NE, Grand Rapids, MI 49503 616-456-2000
Lighthouse Lodging Group LLC Grand Rapids-Airport/28th Street, MI 5200 28th Street SE, Grand Rapids, MI 49512 616-575-9144
Grandville Inn & Suites, Inc. Grandville Grand Rapids South, MI 4755 Wilson Ave SW, Grandville, MI 49418 616-752-7755
Pacific Coast Holdings, LLC Houghton, MI 820 Shelden Ave, Houghton, MI 49931 906-4871700
Howell Hospitality, Inc. Howell, MI 3900 Grand Oaks Drive, Howell, MI 48843 517-540-1800
78Ninethstreet, LLC Kalamazoo/Oshtemo, MI 5059 South 9th Street, Kalamazoo, MI 49009 269-372-1010
LVP HMI Lansing Holding Corp. Lansing/West, MI 900 North Canal Road, Lansing, MI 48917 517-999-7900
Hotel Ventures Manistee, LLC Manistee Waterfront, MI 101 South Lakeshore Dr., Manistee, MI 49660 231-2991096
77-131Petoskey, LLC Petoskey, MI 920 Spring Street, Petoskey, MI 49770 231-348-9555
Horizon Tittabawassee LLC Saginaw, MI 2695 Tittabawassee Road, Saginaw, MI 48604 989-797-2220
Sunrise Hospitality, Inc. Ypsilanti, MI 515 James L Hart Parkway, Ypsilanti, MI 48197 734-879-9565

MINNESOTA

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

EXHIBIT A

Ma Laxmi Hospitality LLC St. Paul/Oakdale, MN 436 Imperial Ave N, Oakdale, MN 55128 651-739-7436

MISSISSIPPI

Peachtree Columbus III, LLC Columbus, MS 1915 6th Street North, Columbus, MS 39701 662-245-1085
DBH Coastal Hotels, LLC D'Iberville Biloxi, MS 3828 Promenade Parkway, Diberville, MS 39540 228-392-0210
Lodging America at Grenada, LLC Grenada, MS 1545 Jameson Drive, Grenada, MS 38901 662-226-1886
Coastal Hospitality, L.L.C. Gulfport I-10, MS 15580 Daniel Boulevard, Gulfport, MS 39503 228-539-0601
Jackson Downtown Hotels, L.L.C. Jackson Downtown-Coliseum, MS 320 Greymont Avenue, Jackson, MS 39202 601-352-1700
Ridgeland Hotel Group, LLC Jackson/Ridgeland, MS 600 Steed Rd, Ridgeland, MS 39157 769-300-5556
Laurel Hotels I, Inc. Laurel, MS 1509 Jefferson Street, Laurel, MS 39440 601-399-0659
Sunray Hospitality of McComb, LLC McComb, MS 109 Manisha Drive, McComb, MS 39648 601-249-4116
DHG NATCZ, LLC Natchez, MS 627 South Canal Street, Natchez, MS 39120 601-446-6770
Tupelo Hotel Enterprise, LLC Tupelo/Barnes Crossing, MS 1116 Carter Cove, Tupelo, MS 38804 662-821-0317
Warren County Lodging, LLC Vicksburg, MS 3330 Clay St., Vicksburg, MS 39183 601-636-6100
West Point Hotel, LLC West Point, MS 5821 Highway 45 ALT S, West Point, MS 39773-0412 662-494-7802
Certified Hospitality Corporation Wiggins, MS 1121 East Frontage Road, Wiggins, MS 39577 601-528-5255

MISSOURI

AVR Clayton Hotel LLC Clayton/St. Louis-Galleria Area, MO 216 N Meramec Avenue, Clayton, MO 63105 314-727-0700
Stadium Lodging, LLC Columbia (at the University of Missouri) 1225 Fellow's Place Boulevard, Columbia, MO 65201 573-214-2222
KC Crossroads Hospitality, LLC Kansas City Downtown Crossroads, MO 1571 Main Street, Kansas City, MO 64108 816-255-3915
S & G, L.C. Kansas City-Country Club Plaza, MO 4600 Summit, Kansas City, MO 64112 816-448-4600
EAS Investment Enterprises, Inc. Springfield, MO 2750 N. Glenstone Avenue, Springfield, MO 65803 417-8695548
HISSC, LLC St. Charles Old Town Area, MO 1410 South 5th Street, St. Charles, MO 63301 636-757-5701
Apple Nine Hospitality Management, Inc. St. Louis at Forest Park, MO 5650 Oakland Ave., Saint Louis, MO 63110 314-655-3993
Midamerica Hotels Corporation St. Louis South-I-55, MO 4200 MidAmerica Lane, Saint Louis, MO 63129 314-894-1900
Valley Lodging L.L.C. St. Louis/Chesterfield, MO 5 McBride and Son Center Dr, Chesterfield, MO 63005 636-530-0770

MONTANA

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

NEBRASKA

Salt Creek Hotel Associates, LLC Lincoln/Northeast I-80, NE 7343 Husker Circle, Lincoln, NE 68504 402-435-4600
Southport Lodging, LLC Omaha Southwest/La Vista, NE 12331 Southport Parkway, La Vista, NE 68128 402-895-2900

EXHIBIT A

Apple Ten Hospitality Management, Inc. Omaha/Downtown, NE 1212 Cuming Street, Omaha, NE 68102 402-345-5500
Western Hospitality, LLC, a NE llc Scottsbluff, NE 301 West Highway 26, Scottsbluff, NE 69361 308-635-5200

NEVADA

GHG Carson City LLC Carson City, NV 10 Hospitality Way, Carson City, NV 89706 775-885-8800
Pacifica Vegas Red Rock LLC Las Vegas - Red Rock/Summerlin, NV 4280 South Grand Canyon Dr, Las Vegas, NV 89147 702-227-3305
Hotel Management Services, LLC Las Vegas Airport, NV 6575 South Eastern Avenue, Las Vegas, NV 89119 702-647-8000
Grimm Norton 2 LLC Las Vegas Convention Center, NV 755 Sierra Vista Dr., Las Vegas, NV 89169 725-780-4100
Ten Saints SPE LLC Las Vegas South, NV 3245 St. Rose Parkway, Henderson, NV 89052 702-385-2200
Henderson Hospitality LLC Las Vegas/Henderson, NV 421 Astaire Drive, Henderson, NV 89014 702-992-9292
Sharlands Hospitality, LLC Reno West, NV 900 Ambassador Drive, Reno, NV 89523 775-470-5555
LAXMI Hotels, LLC Reno, NV 10599 Professional Circle, Reno, NV 89511 775-336-2222
Heritage Inn of Sparks, LLC Reno/Sparks, NV 200 Legends Bay Drive, Sparks, NV 89434 775-351-2220
Love's Hospitality, LLC Wells, NV 1091 Cobre St, Wells, NV 89835 775-752-2099

NEW HAMPSHIRE

Chatham Exeter HAS Leaseco, LLC Exeter, NH 59 Portsmouth Avenue, Exeter, NH 03833 603-658-5555
Jazzlyn Hospitality II LLC Keene, NH 126 Key Rd, Keene, NH 03431 603-3380575
Bedford Hotel Group, Inc. Manchester/Bedford, NH 8 Hawthorne Drive, Bedford, NH 03110 603-623-2040
Olympia Equity Investors X, LLC North Conway, NH 1788 White Mountain Highway, North Conway, NH 03860 603-356-7736
Portwalk HI LLC Portsmouth/Downtown, NH 23 Portwalk Place, Portsmouth, NH 03801 603-430-3033
Tilton Lodging, LLC Tilton, NH 195 Laconia Rd., Tilton, NH 03276 603-286-3400

NEW JERSEY

FSG Bridgewater Hotel LLC Bridgewater, NJ 1277 Route 22 West, Bridgewater, NJ 08807 908-722-9910
68 Hospitality Associates, LLC Deptford, NJ 1253 Hurffville Road, Deptford, NJ 08096 856-227-2500
Calandra Development Corp. Fairfield, NJ 118 US Highway 46 East, Fairfield, NJ 07004 973-575-5777
SHIVA Hotel LLC Mahwah, NJ 290 Route 17 Corporate Dr., Mahwah, NJ 07430 201-828-2031
Prince Hotels LLC Mount Laurel/Moorestown, NJ 2020 Briggs Road, Mount Laurel, NJ 08054 856-733-0020
IH HARP Newark LLC Newark Airport Elizabeth, NJ 100 International Blvd., Elizabeth, NJ 07201 908-2820020
Excel Holdings 11 LLC Newark/Harrison-Riverwalk, NJ 100 Passaic Avenue, Harrison, NJ 07029 973-483-1900
Ben At Parsippany LLC Parsippany/North, NJ 3737 Route 46 East, Parsippany, NJ 07054 973-257-1600
Robbinsville Fieldhouse, LLC Robbinsville, NJ 153 West Manor Way, Robbinsville, NJ 08691 609-259-0300
Glenpointe Associates IV Limited Liability Company Teaneck Glenpointe, NJ One Glenwood Avenue, Teaneck, NJ 07666 201-883-9777
H4 Vineland, LLC Vineland, NJ 2134 W. Landis Ave., Vineland, NJ 08360 856-405-0600

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NEW MEXICO

Laxmi Management, LLC Albuquerque Airport, NM 1300 Woodward Rd SE, Albuquerque, NM 87106 505-246-3574
Dreamcatcher ABQ North, LLC Albuquerque North/I-25, NM 4412 The 25 Way, Albuquerque, NM 87109 505-345-4500
Terrapin NM Operator LLC Albuquerque-Coors Road, NM 6150 Iliff Road NW, Albuquerque, NM 87121 505-833-3700
Permian Hotel I, LLC Artesia, NM 2501 South Permian Pavilion Loop, Artesia, NM 88210 575-746-0707
Carlsbad Laxmi, LLC Carlsbad, NM 120 Esperanza Circle, Carlsbad, NM 88220 575-725-5700
Elite Way Hospitality LLC Farmington, NM 1500 Bloomfield Boulevard, Farmington, NM 87401 505-564-3100
Shriji Corporation Gallup, NM 1460 W. Maloney Avenue, Gallup, NM 87301 505-726-0900
Janak, Inc. Hobbs, NM 5420 Lovington Highway, Hobbs, NM 88242 575-492-6000
Premier Hospitality, LLC Las Cruces I-10, NM 1641 Hickory Loop, Las Cruces, NM 88005 575-541-8777
Premier Hospitality II, LLC Las Cruces I-25, NM 2350 East Griggs Avenue, Las Cruces, NM 88001 575-527-8777
White Rock LLC Los Alamos White Rock, NM 124 State Highway 4, White Rock, NM 87547 505-672-3838
Visvas II, LLC Roswell, NM 3607 North Main, Roswell, NM 88201 575-623-5151
Akal Hospitality LLC Ruidoso Downs, NM 26141 US Hwy 70 E, Ruidoso Downs, NM 88346 575-378-1199

NEW YORK

East Greenbush Lodging Associates, LLC Albany/East Greenbush, NY 25 Hampton Inn Drive, East Greenbush, NY 12061 518-477-9700
British American Lodging LLC Albany-Airport, NY 45 British American Blvd., Latham, NY 12110 518-782-7500
Manga (Albany) LLC Albany-Downtown, NY 25 Chapel Street, Albany, NY 12210 518-432-7000
3708 Vestal Pkwy E., LLC Binghamton/Vestal, NY 3708 Vestal Parkway East, Vestal, NY 13850 607-797-5000
Downtown Lodging Associates, LLC Buffalo Downtown, NY 220 Delaware Avenue, Buffalo, NY 14202 716-855-2223
Manga LLC Buffalo/Airport, NY 133 Buell Avenue, Cheektowaga, NY 14225 716-631-0200
Cazenovia Hospitality LLC Cazenovia, NY 25 Lakers Ln, Cazenovia, NY 13035 315-655-7666
Huntington Village Hotel Partners, LLC Huntington Downtown, NY 227 Main Street, Huntington, NY 11743 631-812-7054
Sandalwood Hotels, LLC Jamestown, NY 4 West Oak Hill Road, Jamestown, NY 14701 716-484-7829
Adirondack Hospitality Corp. Lake George, NY 2133 Route 9, Lake George, NY 12845 518-668-4100
The Hotel at Mirror Lake, LLC Lake Placid, NY 801 Mirror Lake Drive, Lake Placid, NY 12946 518-5239500
Oneida Lodging Ventures LLC New Hartford, NY 201 Woods Park Drive, Clinton, NY 13323 315-793-1600
Newburgh 139 LLC Newburgh - Stewart Airport, NY 1 Crossroads Court, Newburgh, NY 12550 845-567-9100
HK Olean Hotel, LLC Olean, NY 110 Jack Murphy Boulevard, Olean, NY 14760 716-701-6900
ARDAK Hospitality LLC Plattsburgh, NY 586 State Route 3, Plattsburgh, NY 12901 518-324-1100
Lixi Poughkeepsie Hotel, Inc. Poughkeepsie, NY 2361 South Road, Poughkeepsie, NY 12601 845-463-7500
Indus South Union Street LLC Rochester Downtown, NY 101 South Union Street, Rochester, NY 14607 585-450-3801
Rochester True North Lodging, L.L.C. Rochester/Henrietta, NY 280 Clay Road, Rochester, NY 14623 585-475-1300
Widewaters Victor Company, LLC Rochester/Victor, NY 7637 New York State Route 96, Victor, NY 14564 585-924-4400

EXHIBIT A

MJER 2000, LLC Rockville Centre, NY 125 Merrick Road, Rockville Centre, NY 11570 516-599-1700
25 Lake Ave TRS LLC Saratoga Springs-Downtown, NY 25 Lake Avenue, Saratoga Springs, NY 12866 518-584-2100
Nicotra Hotel II, LLC Staten Island, NY 1120 South Avenue, Staten Island, NY 10314 718-477-1600
East Syracuse Hotel Associates Del LLC Syracuse Dewitt, NY 3017 Erie Boulevard East, Syracuse, NY 13224 315-373-0333
East Syracuse Lodging, LLC Syracuse/Carrier Circle, NY 6377 Court Street Road, East Syracuse, NY 13057 315-437-1060
Prima Terra Properties, LLC Syracuse-North (Airport Area), NY 1305 Buckley Road, Syracuse, NY 13212 315-457-9900
555 Storage Group, LLC Yonkers - Westchester, NY 559 Tuckahoe Road, Yonkers, NY 10710 914-963-3200
EH25, LLC Yonkers, NY 160 Corporate Blvd., Yonkers, NY 10701 914-377-1144

NORTH CAROLINA

South Asheville Hotel Associates, LLC Asheville Airport, NC 18 Rockwood Road, Fletcher, NC 28732 828-687-0806
South Asheville Hotel Associates, LLC Asheville Biltmore Area, NC 835 Brevard Road, Asheville, NC 28806 828-575-9593
Biltmore Farms Hotel Group III, LLC Asheville Biltmore Village, NC 117 Hendersonville Road, Asheville, NC 28803 828-277-1800
Watauga Hospitality Associates, LLC Boone, NC 1252 US Highway 421 South, Boone, NC 28607 828-386-6464
Parks Hotels, LLC Burlington, NC 2935 Saconn Drive, Burlington, NC 27215 336-584-8585
Carolina Beach Hospitality, LLC Carolina Beach Oceanfront, NC 1 Harper Avenue, Carolina Beach, NC 28428 910-707-1770
Sapphire Lodging LLC Cashiers/Sapphire Valley, NC 3245 US Highway 64 East, Sapphire, NC 28774 828-743-4545
Blue Heaven Associates, L.L.C. Chapel Hill/Durham Area, NC 6121 Farrington Road, Chapel Hill, NC 27517 919-403-8700
Tarheel Lodging II, LLC Chapel Hill-Carrboro/Downtown, NC 370 East Main Street, Unit 100, Carrboro, NC 27510 919-969-6988
Naman Cascade, LLC Charlotte Airport Lake Pointe, NC 2227 Cascade Pointe Blvd, Suite A, Charlotte, NC 28208 980-312-5500
Toringdon Hotel Partners, LLC Charlotte Ballantyne, NC 11935 North Community House Rd, Charlotte, NC 28277 704-372-2226
Innkeeper Motor Lodge, Inc. Charlotte Northlake I 485, NC 7911 W WT Harris Blvd, Charlotte, NC 28216 704-395-9433
M2 Steele Creek Tenant LLC Charlotte Steele Creek, NC 6220 Caden Rd, Charlotte, NC 28278 704-919-1800
Huntersville Hotel, Inc. Charlotte/Huntersville, NC 10305 Wilmington Street, Huntersville, NC 28078 704-947-5510
LF3 Pineville TRS, LLC Charlotte/Pineville, NC 401 Towne Centre Blvd., Pineville, NC 28134 704-889-2700
SPC Hotel OC, LLC Charlotte/SouthPark at Phillips Place, N 6700 Phillips Place Court, Charlotte, NC 28210 704-319-5700
Opal Hotels - Little Rock, LLC Charlotte-Airport, NC 2731 Little Rock Road, Charlotte, NC 28214 704-394-6455
Maya Arrowood, LLC Charlotte-Arrowood Rd., NC 9110 Southern Pine Boulevard, Charlotte, NC 28273 704-525-3333
Smith/Curry Hotel Group Kings Grant, LLC Concord Charlotte, NC 9850 Weddington Road Extension, Concord, NC 28027 704-979-5600
CEZ, LLC Dobson, NC 150 Charlestowne Drive, Dobson, NC 27017 336-353-9400
Cole Mill Hotel, Inc. Durham University Medical Center, NC 1206 Cole Mill Road, Durham, NC 27705 984-7103804
Innkeeper Properties, Inc. Durham-North I-85 1542 North Gregson Street, Durham, NC 27701 919-688-8880
Naman Wilmington II, LLC Fayetteville, NC 2065 Cedar Creek Road, Fayetteville, NC 28312 910-635-3200
Hotel One Incorporated Forest City, NC 227 Sparks Drive, Forest City, NC 28043 828-382-1001
Guilford Hotel Inc. Greensboro Downtown, NC 222 W. McGee Street, Greensboro, NC 27401 336-553-1280

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Pramukh Hotel, Inc. Greensboro/Coliseum Area, NC 3033 W. Gate City Blvd., Greensboro, NC 27403 336-553-1818
CFOC Holly Springs NC LLC Holly Springs, NC 1050 S Main Street, Holly Springs, NC 27540-8884 919-552-7610
Winston Jacksonville Fund Owner, LLC Jacksonville, NC 1032 Hampton Inn Way, Jacksonville, NC 28546 910-347-3400
Knightdale Ventures, LLC Knightdale Raleigh, NC 405 Hinton Oaks Blvd, Knightdale, NC 27545 919-2176810
Creekside Lodgings, LLC Lenoir, NC 262 Hotel St., SE, Lenoir, NC 28645 828-758-7664
T.M.F. MOORESVILLE, LLC Mooresville/Lake Norman, NC 119 Gallery Center Dr., Mooresville, NC 28117 704-660-7700
Harrison Inn Corolla, LLC Outer Banks/Corolla, NC 333 Audubon Drive, Corolla, NC 27927 252-453-6565
Midtown East Hotel, LLC Raleigh Midtown, NC 1229 Wake Towne Dr., Raleigh, NC 27609 919-831-4700
Quality Oil Company, LLC Raleigh/Cary I-40 (PNC Arena), NC 111 Hampton Woods Lane, Raleigh, NC 27607 919-233-1798
RALGIC LLC Raleigh/Crabtree Valley, NC 3920 Arrow Drive, Raleigh, NC 27612 919-881-7080
Glenwood Hospitality Associates, LLC Raleigh/Downtown, NC 600 Glenwood Avenue, Raleigh, NC 27603 919-825-4770
RAL-LOT 1, LLC Raleigh/Durham Airport - Brier Creek, NC 8021 Arco Corporate Drive, Raleigh, NC 27617 919-484-0500
Shelby Hotel Group, LLC Shelby, NC 2001-B East Dixon Boulevard, Shelby, NC 28152 704-487-2800
McPeake Triumph, LLC Southern Pines/Pinehurst, NC 200 Columbus Drive, Aberdeen, NC 28315 910-693-4330
C-3 Investments of North Carolina, Inc. Southport, NC 4820 Port Loop Road, Southport, NC 28461 910-477-9830
Swansboro Ventures LLC Swansboro Near Camp Lejeune, NC 215 Old Hammock Road, Swansboro, NC 28584 910-325-9000
Landfall Hotel Group, LLC Wilmington/Wrightsville Beach, NC 1989 Eastwood Road, Wilmington, NC 28403 910-256-9600
Patco Enterprises of Wilson, LLC Wilson-I-95, NC 5606 Lamm Road, Wilson, NC 27896 252-291-0330
Tyvola Hospitality, Inc. Winston-Salem Downtown, NC 235 North Cherry Street, Winston-Salem, NC 27101 336-276-1010
Apple Ten Hospitality Management, Inc. Winston-Salem/University Area, NC 309 Summit Square Ct, Winston-Salem, NC 27105 336-377-3000

NORTH DAKOTA

Dickinson Lodging Associates, LLC Dickinson, ND 110 14th Street West, Dickinson, ND 58601 701-456-0100
LF3 Fargo Med TRS, LLC Fargo Medical Center, ND 4776 Agassiz Crossing South, Fargo, ND 58103 701-356-8070
GFHIS LLC Grand Forks, ND 2985 42nd Street South, Grand Forks, ND 58201 701-757-2255
Roughrider Hospitalities, LLP Hampton Inn and Suites Bismarck Northwes 2020 Schafer Street, Bismarck, ND 58501 701-751-5656
BKV12 LLC Jamestown, ND 2700 8th Avenue Southwest, Jamestown, ND 58401 701-952-6500
Minot Hotel Partners, LLC Minot/Airport, ND 1400 North Broadway, Minot, ND 58703 701-838-1400
Williston Development Group, LLC Williston, ND 1515 14th Street West, Williston, ND 58801 701-774-5909

OHIO

Rama Tika Developers, LLC Alliance, OH 1831 West State Street, Alliance, OH 44601 330-680-4052
Tara SPK Hospitality LLC Ashland, OH 2055 East Main Street, Ashland, OH 44805 419-903-0900
JAY JALA Hospitality, LLC Canal Winchester, OH 700 West Waterloo Street, Canal Winchester, OH 43110 614-953-2204
Meander Hospitality Group IV, LLC Canton, OH 5256 Broadmoor Circle N.W., Canton, OH 44709 330-491-4335

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Studio Suites By Christopher, Ltd. Chillicothe, OH 100 North Plaza Blvd., Chillicothe, OH 45601 740-773-1616
Tylers Place Hotel Company, LLC Cincinnati Liberty Township, OH 7320 Tylers Place Blvd, West Chester, OH 45069 513-847-5700
Hyde Park Hotel Partners, LLC Cincinnati Midtown Rookwood, OH 2654 Madison Road, Cincinnati, OH 45208 513-3210639
Cincy West Hospitality Inc. Cincinnati West, OH 6336 Harrison Avenue, Cincinnati, OH 45247 513-538-6606
Sycamore Hills LLC Cincinnati/Kenwood, OH 2000 Ronald Reagan Drive, Cincinnati, OH 45236 513-794-0700
3000 Vine, LLC Cincinnati/Uptown-University Area, OH 3024 Short Vine Street, Cincinnati, OH 45219 513-281-2700
Vine Street Hotel Partners, LLC Cincinnati-Downtown, OH 617 Vine Street, Suite A, Cincinnati, OH 45202 513-354-2430
Dylan Hospitality, LLC Cincinnati-Mason, OH 5232 Bardes Road, Mason, OH 45040 513-4928585
WC II, LLC Cincinnati-Union Centre, OH 9266 Schulze Drive, West Chester, OH 45069 513-341-2040
Beachwood Lodging, LLC Cleveland/Beachwood, OH 3840 Orange Place, Beachwood, OH 44122 216-831-3735
Rock Hotel, Ltd. Cleveland/Independence, OH 6020 Jefferson, Independence, OH 44131 216-520-2020
H1S1 Investments, LLC Cleveland/Mentor, OH 5675 Emerald Ct., Mentor, OH 44060 440-358-1441
Oakwood Hospitality LLC Cleveland/Oakwood Village, OH 23300 Oakwood Commons Drive, Oakwood Village, OH 44146 440-945-6291
ACS Hotels, LLC Cleveland-Arpt/Middleburg Heights, OH 7074 Engle Road, Middleburg Heights, OH 44130 440-234-0206
Streetsboro Hotel, LLC Cleveland-Southeast/Streetsboro, OH 800 Mondial Parkway, Streetsboro, OH 44241-4540 330-422-0500
Aruna Hilliard Hotel, LLC and Indus Hilliard Hotel, LLC Columbus Hilliard, OH 3950 Lyman Drive, Hilliard, OH 43026 614-334-1800
Columbus Southeast Hotel Group, LLC Columbus Scioto Downs, OH 5950 S. High Street, Columbus, OH 43137 614-4913800
ASMO COLUMBUS EASTON LP Columbus/Easton Area, OH 4150 Stelzer Road, Columbus, OH 43230 614-473-9911
Buffalo-Columbus Lodging, LLC Columbus/Polaris, OH 8411 Pulsar Place, Columbus, OH 43240 614-885-8400
Riverview Hotel LLC Columbus/University Area, OH 3160 Olentangy River Road, Columbus, OH 43202 614-268-8700
NTK Hotel Group II, LLC Columbus-Downtown, OH 501 North High Street, Columbus, OH 43215 614-559-2000
YOR Investments, LLC Dayton/Airport, OH 180 Rockridge Road, Englewood, OH 45322 937-832-3333
Orchard Hospitality Corp. Dayton/Vandalia, OH 7043 Miller Lane, Dayton, OH 45414 937-387-0598
Sunrise Hospitality Elyria LLC Elyria, OH 1795 Lorain Boulevard, Elyria, OH 44036 440-324-7755
Sunrise Hospitality, Inc. Fremont, OH 540 East County Rd 89, Fremont, OH 43420 419-332-7650
NextGen Hospitality Inc. Mansfield-South @ I-71, OH 2220 South Main Street, Mansfield, OH 44907 419-774-1010
Woodcrest New Albany LP New Albany Columbus, OH 5220 Forest Drive, New Albany, OH 43054 614-855-8335
Heritage Inn of Niles, LLC Niles/Warren, OH 5581 Youngstown Warren Road, Niles, OH 44446 330-652-1277
North Coast Inn IV LLC Sandusky/Milan, OH 11608 US RT 250, Milan, OH 44846 419-499-8000
RK Hospitality, LLC Springboro/Dayton Area South, OH 25 Greenwood Lane, Springboro, OH 45066 937-743-2121
STC Hospitality LLC St. Clairsville, OH 67806 Mall Ring Road, St. Clairsville, OH 43950 740-312-1011
MCRT2 Toledo Tenant LLC Toledo/Perrysburg, OH 9753 Clark Dr., Rossford, OH 43460 419-662-8800
Westgate Hospitality, LLC Toledo/Westgate, OH 3434 Secor Road, Toledo, OH 43606 419-214-5555
Hometown Hospitality Group, Inc. Wilmington, OH 201 Holiday Drive, Wilmington, OH 45177 937-382-4400
Tashi Hospitality, Inc. Xenia Dayton, OH 194 S. Progress Drive, Xenia, OH 45385 937-347-1029

EXHIBIT A

Michael A. Naffah Youngstown/Canfield, OH 6690 Ironwood Boulevard, Canfield, OH 44406 330-702-1900

OKLAHOMA

Nickie Inc. Ada, OK 1220 Lonnie Abbott Boulevard, Ada, OK 74820 580-436-4040
Zenith Asset Company, LLC Altus, OK 3601 North Main Street, Altus, OK 73521 580-482-1273
Kano Lodging LLC Ardmore, OK 526 Railway Express Street, Ardmore, OK 73401 580-490-9011
Claremore Hospitality, LLC Claremore, OK 1811 S. Scissortail Avenue, Claremore, OK 74017 918-965-1360
M.J.S. Hotel, LLC Elk City, OK 102 Regional Drive, Elk City, OK 73644 580-225-2553
Southside Hotel, LLC Enid, OK 511 Demla Court, Enid, OK 73701 580-234-4600
Janki Hotels LLC Guthrie, OK 401 Cimarron Blvd., Guthrie, OK 73044 405-293-9595
4H Hotels, LLC Guymon, OK 1202 NE 6th Street, Guymon, OK 73942 580-338-5454
Sonali Hotel Group, LLC Lawton, OK 2610 NW Cache Road, Lawton, OK 73505 580-355-8200
Sajnik Lodging, LLC McAlester, OK 711 South George Nigh Expressway, McAlester, OK 74501 918-302-3882
Neeha Hotels, LLC Moore, OK 614 NW 8th St., Moore, OK 73160 405-735-6821
Meera-Niam, LLC Norman Conference Center Area, OK 2300 Conference Drive, Norman, OK 73069 405-310-3014
Apple Nine Hospitality Management, Inc. Oklahoma City - Bricktown, OK 300 East Sheridan, Oklahoma City, OK 73104 405-232-3600
Premier Hospitality Group #2, LLC Oklahoma City Airport, OK 4333 SW 15th Street, Oklahoma City, OK 73108 405-604-8000
HIL OKC, LLC Oklahoma City/Quail Springs, OK 5400 NW 135th St., Oklahoma City, OK 73142 405-603-4123
Krisha, LLC Oklahoma City-South, OK 920 S.W. 77th Street, Oklahoma City, OK 73139 405-602-3400
Shiv Management LLC Pauls Valley, OK 105 South Humphrey Boulevard, Pauls Valley, OK 73075 405-238-7700
HISPONCA, LLC Ponca City, OK 2805 N. 14th Street, Ponca City, OK 74601 580-765-3700
Continental Overseas, LLC and Bhanumati, LLC Pryor, OK 431 MidAmerica Drive, Pryor, OK 74361 918-981-8000
Stillwater Holdings LLC Stillwater West, OK 615 S. Country Club Road, Stillwater, OK 74074 405-332-5575
Stillwater Hospitality, L.L.C. Stillwater, OK 717 East Hall of Fame Avenue, Stillwater, OK 74075 405-743-1306
Stroud Hospitality, LLC Stroud, OK 915 W. Ada Webb Dr., Stroud, OK 74079 918-987-0144
One Place Hospitality, LLC Tulsa Downtown, OK 211 West 3rd Street, Tulsa, OK 74103 918-949-6900
Leisure Hospitality, Inc. Tulsa North/Owasso, OK 9009 North 121st East Avenue, Owasso, OK 74055 918-609-6700
MCRT3 Tulsa Tenant LLC Tulsa South-Bixby, OK 8220 East Regal Place, Tulsa, OK 74133 918-394-2000
Roger's County Hospitality, LLC Tulsa/Catoosa, OK 100 McNabb Field Road, Catoosa, OK 74015 918-739-3939
Sheridan Properties, Inc. Tulsa/Central, OK 3418 S. 79th East Avenue, Tulsa, OK 74145 918-779-4000
TULSO, LLC Tulsa/Tulsa Hills, OK 7004 S. Olympia Avenue, Tulsa, OK 74132 918-340-5000
71st Hotel, LLC Tulsa-Woodland Hills at 71ST & Memorial, 7141 South 85th East Avenue, Tulsa, OK 74133 918-294-3300
CHAR HOTELS LLC Woodward, OK 2814 Williams Avenue, Woodward, OK 73801 580-254-5050

EXHIBIT A

OREGON

Pier 38 Marina & RV Park, LLC Astoria, OR 201 39th Street, Astoria, OR 97103 503-325-8888
Ameritel Inns, Inc. Bend, OR 730 SW Columbia Street, Bend, OR 97702 541-388-3000
Morgan Lodging LLC Grants Pass, OR 110 NE Morgan Lane, Grants Pass, OR 97526 541-474-5690
Nichols Hotel LLC Hood River, OR 1 Nichols Parkway, Hood River, OR 97031 541-436-1600
WDW Hillsboro Hotel II Delaware LLC Portland/Hillsboro-Evergreen Park, OR 9399 NE Tanasbourne Drive, Hillsboro, OR 97124 503-718-0006
Apple Nine Hospitality Management, Inc. Portland/Pearl District, OR 354 NW 9th Avenue, Portland, OR 97209 503-222-5200
Hanna Hospitality, VII, LLC Roseburg, OR 1620 NW Mulholland Dr, Roseburg, OR 97470 541-492-1212
Salem Hotel Investors, LLC Salem, OR 510 Hawthorne Avenue SE, Salem, OR 97301 503-362-1300
DVKOCR Tigard, LLC Tigard, OR 11799 SW 69th Avenue, Tigard, OR 97223 971-348-5200

PENNSYLVANIA

Arcadia Hotel Venture No. 2., Inc. Bethlehem, PA 200 Gateway Drive, Bethlehem, PA 18017 610-868-2442
Chestnut Ridge Hotel Associates, L.P. Blairsville, PA 62 Pine Ridge Road, Blairsville, PA 15717 724-459-5920
California Hotel Associates, Inc. California, PA 200 Technology Drive, Coal Center, PA 15423 724-330-5820
Onix Hospitality Concord, LLC Chadds Ford, PA 40 State Farm Drive, Glen Mills, PA 19342 610-358-9540
Cranberry Lodging LLC Cranberry Pittsburgh, PA 10015 Pendleton Way, Cranberry Township, PA 16066 724-720-1100
WVA-FSH4, LP Ephrata - Mountain Springs, PA 380 East Main Street, Ephrata, PA 17522 717-733-0661
Scott's Bayfront Hotel, LLC Erie/Bayfront, PA 130 East Front Street, Erie, PA 16507 814-920-9640
Sunnyland Delaware, LLC Grove City, PA 4 Holiday Blvd., Mercer, PA 16137 724-748-5744
Capital Drive Hospitality, LLC Harrisburg/North, PA 30 Capital Drive, Harrisburg, PA 17110 717-540-0900
Park View Hotel, LLC Hershey Near the Park, PA 195 Hershey Road, Hummelstown, PA 17036 717-566-3369
IHM Hershey LLC Hershey, PA 749 E. Chocolate Avenue, Hershey, PA 17033 717-533-8400
Ursus Aureus Inc. Kutztown, PA 15080 Kutztown Road, Kutztown, PA 19530 484-641-8800
Kuber Hospitality, LLC Lamar, PA 24 Hospitality Lane, Mill Hall, PA 17751 570-726-3939
WPAX, LTD. Mansfield, PA 98 Dorsett Heights, Mansfield, PA 16933 570-662-7500
WVA-FSH4, LP Mount Joy/Lancaster West, PA 2301 Strickler Road, Manheim, PA 17545 717-653-5515
Castle Hospitality New Castle, PA 2608 W. State Street, New Castle, PA 16101 724-656-0000
Yardley Hospitality Holdings LLC Newtown, PA 1000 Stony Hill Road, Yardley, PA 19067 215-860-1700
Irwin Hotel Associates, L.P. North Huntingdon-Irwin, PA 8441 Country Club Drive, North Huntingdon, PA 15642 724-8639900
Pinnacle Holdings- XVI, LLC Philadelphia Montgomeryville, PA 121 Garden Golf Boulevard, North Wales, PA 19454 215-412-8255
Bensalem Realty Enterprises, L.P. Philadelphia/Bensalem, PA 3660 Street Road, Bensalem, PA 19020 267-332-2200
Pinnacle Holdings - II, LLC Philadelphia/Media, PA 300 S Beatty Road., Media, PA 19063 484-443-8899
Concord Hospitality Enterprises Company Pittsburgh Airport South-Settlers Ridge, 5000 Campbells Run Road, Pittsburgh, PA 15205 412-788-4440
Stanton Hospitality, LLC Pittsburgh New Stanton, PA 120 North Rachel Drive, New Stanton, PA 15672 724-755-4260

EXHIBIT A

Zenith Asset Company IV, LLC Pittsburgh/Harmarville, PA 2805 Freeport Road, Pittsburgh, PA 15238 412-423-1100
Washington Hotels LLC Pittsburgh/Meadow Lands, PA 475 Johnson Road, Washington, PA 15301 724-222-4014
Zenith Asset Company, LLC Pittsburgh/Waterfront-West Homestead, PA 301 West Waterfront Drive, West Homestead, PA 15120 412-462-4226
The Buncher Company Pittsburgh-Downtown, PA 1247 Smallman Street, Pittsburgh, PA 15222 412-288-4350
Hospitality W, LLC Sharon, PA 58 Winner Lane, West Middlesex, PA 16159 724-528-3030
Shaner Patton Hotel LLC State College at Williamsburg Square, PA 1955 Waddle Road, State College, PA 16803 814-231-1899
Bartonsville Inn & Suites, LLC Stroudsburg Pocono Mountains, PA 700 Commerce Blvd, Stroudsburg, PA 18360 570-369-1400
Oaks Hotels 2, LLC Valley Forge/Oaks, PA 100 Cresson Boulevard, Phoenixville, PA 19460 610-676-0900
3291 Market Street LLC Warren, PA 3291 Market Street Extension, Warren, PA 16365 814-723-2722
SMG Warrington L.L.C. Warrington Horsham, PA 201 Metro Drive, Warrington, PA 18976 215-491-0700
Millett Wilkes-Barre Pa, LLC Wilkes-Barre/Scranton, PA 876 Schechter Drive, Wilkes-Barre, PA 18702 570-824-1005
Faxon Inn & Suites, LLC Williamsport-Faxon Exit, PA 66 Liberty Lane, Williamsport, PA 17701 570-601-5800
High Hotels, Ltd. York/South, PA 2159 South Queen Street, York, PA 17402 717-741-0900

RHODE ISLAND

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

SOUTH CAROLINA

Columbia Sun Hotel LLC Bluffton-Sun City, SC 29 William Pope Drive, Bluffton, SC 29909 843-705-9000
International Boulevard Ventures III, LLC Charleston Airport 3020 Montague Avenue, North Charleston, SC 29418 843-990-5100
Northbridge Associates, LLC Charleston/Mt. Pleasant Isle of Palms, S 1104 Isle of Palms Connector, Mount Pleasant, SC 29464 843-856-3900
West Ashley Ventures, LLC Charleston/West Ashley, SC 678 Citadel Haven Drive, Charleston, SC 29414 843-573-1200
Innkeeper of Hopewell, Inc. Clinton, SC 201 East Corporate Center Drive, Clinton, SC 29325 864-938-1040
SpringCrossing Hotel, LLC Columbia Killian Road, SC 1310 Robert's Branch Pkwy, Columbia, SC 29203 803-999-1800
DRE REIT Opco LLC Columbia/Southeast- Ft. Jackson, SC 201 East Exchange Boulevard, Columbia, SC 29209 803-217-3999
Raldex III, Inc. Florence Center, SC 3000 West Radio Drive, Florence, SC 29501 843-629-9900
Raldex IV, Inc. Florence-North/I-95, SC 1735 Stokes Road, Florence, SC 29501 843-662-7000
Shreeji Hospitality Investors, LLC Fort Mill, SC 1520 Carolina Place Drive, Fort Mill, SC 29708 803-578-2600
Vintel Hotel Parkway LLC Greenville Airport, SC 128 The Parkway, Greenville, SC 29615 864-263-5555
Innkeeper Motor Lodge West, Inc. Greenville/Spartanburg I-85, SC 108 Spartangreen Blvd., Duncan, SC 29334 864-486-8100
Greenville RHP Holdings, LLC Greenville-Downtown-RiverPlace, SC 171 RiverPlace, Greenville, SC 29601 864-271-8700
Hartsville Ventures, LLC Hartsville, SC 203 East Carolina Ave., Hartsville, SC 29550 843-332-2128

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Naman Sunset, LLC Lexington Columbia, SC 4751 Sunset Boulevard, Lexington, SC 29072 803-722-5800
MHH Myrtle Beach Operating, LLC Myrtle Beach/Oceanfront, SC 1801 South Ocean Boulevard, Myrtle Beach, SC 29577 843-946-6400
University Ventures, LLC North Charleston/University Blvd, SC 2688 Fernwood Drive, North Charleston, SC 29406 843-735-7500
Naman Orangeburg II, LLC Orangeburg, SC 749 Citadel Road, Orangeburg, SC 29118 803-937-5800
Serene Hospitality, LLC Seneca-Clemson Area, SC 1011 East North 1st Street, Seneca, SC 29678 864-482-2900
Vintel Hotel Spartanburg, LLC Spartanburg I-26-Westgate Mall, SC 801 Spartan Boulevard, Spartanburg, SC 29301 864-699-2222
Naman Walterboro II, LLC Walterboro, SC 129 Cane Branch Rd, Walterboro, SC 29488 843-538-2300

SOUTH DAKOTA

Aberdeen Lodging Group, L.L.C. Aberdeen, SD 3216 7th Ave. S.E., Aberdeen, SD 57401 605-262-2600
Shree Nathji, Inc. Brookings, SD 3017 Lefevre Drive, Brookings, SD 57006 605-697-5232
Chrisbro IV, Inc. Rapid City Rushmore, SD 825 Eglin St, Bldg A, Rapid City, SD 57701 605-341-1879
57th Street Lodging Partners Corporation Sioux Falls / Southwest, SD 3701 Avera Drive, Sioux Falls, SD 57108 605-271-0992
Watertown Lodging Associates, LLC Watertown, SD 2720 9th Avenue SE, Watertown, SD 57201 605-878-1800

TENNESSEE

Vision Chattanooga 4th Street LLC Chattanooga/Downtown, TN 400 Chestnut Street, Chattanooga, TN 37402 423-693-0500
Vision Chattanooga Hamilton Place II, LLC Chattanooga-Hamilton Place, TN 2014 Hamilton Place Boulevard, Chattanooga, TN 37421 423-602-7840
J&S Clarksville Hospitality, LLC Clarksville, TN 3091 Clay Lewis Road, Clarksville, TN 37040 931-378-6070
Berry Farms Hotel Partners, LLC Franklin Berry Farms, TN 7101 Berry Farms Crossing, Franklin, TN 37064 615-599-3700
FP Jackson LLC Jackson, TN 150 Campbell Oaks Drive, Jackson, TN 38305 731-427-6100
Sachchidanand Hotel Papermill, Inc. Knoxville Papermill Drive, TN 601 N Weisgarber Road, Knoxville, TN 37919 865-693-5400
Lodgingsmith Hospitality, LLC Knoxville/North I-75, TN 5411 Pratt Road, Knoxville, TN 37912 865-689-1011
SACHCHIDANAND HOTEL MAIN STREET, LLC Knoxville-Downtown, TN 618 West Main Street, Knoxville, TN 37902 865-522-5400
Farragut Lodging, LLC Knoxville-Turkey Creek/Farragut, TN 11340 Campbell Lakes Drive, Knoxville, TN 37934 865-966-0303
Lebanon Platinum, LLC Lebanon, TN 1065 Franklin Road, Lebanon, TN 37090 615-444-3445
Omkar Associates Manchester, TN 1143 Woodbury Hwy, Manchester, TN 37355 931-728-9528
MHI-Germantown HI OpCo, LLC Memphis Germantown, TN 1680 S Germantown Rd., Germantown, TN 38138 901-309-0555
Apple Nine Hospitality Management, Inc. Memphis, at Beale Street, TN 175 Peabody Place, Memphis, TN 38103 901-260-4000
Cordova Hotel, LLC Memphis-Galleria, TN 2935 N. Germantown Rd., Bartlett, TN 38133 901-382-2050
NF V Memphis Inn Op Co, LLC Memphis-Shady Grove, TN 962 S. Shady Grove Road, Memphis, TN 38120 901-762-0056
KVN Ramani, Inc. Millington, TN 8838 U.S. Highway 51 North, Millington, TN 38053 901-872-4435
SunRise Hospitality, LLC Mt. Juliet, TN 5001 Crossings Circle, Mount Juliet, TN 37122 615-553-5900
Murfreesboro HPA, LLC Murfreesboro, TN 325 North Thompson Lane, Murfreesboro, TN 37129 615-890-2424
Pinnacle Hospitality Partners, LLC Nashville at Opryland, TN 230 Rudy Circle, Nashville, TN 37214 615-620-2500

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CV Hotel Owner LLC Nashville Downtown Capitol View, TN 530 11th Avenue North, Nashville, TN 37203 615-780-2000
Nashville Skyline Hotel LP Nashville North Skyline, TN 3451 Dickerson Pike, Nashville, TN 37207 615-762-3500
HIT Portfolio I MISC TRS, LLC Nashville/Franklin (Cool Springs), TN 7141 South Springs Dr., Franklin, TN 37067 615-771-7225
Rakesh J. Govindji and Raman G. Dayal Nashville/Goodlettsville, TN 860 Conference Drive, Goodlettsville, TN 37072 615-645-1929
Ernst-Western Corporation Nashville/Hendersonville, TN 111 Saundersville Rd, Hendersonville, TN 37075 615-751-5066
AHP Real 3 Platform III Nashville 2573 Tenant LLC Nashville/Smyrna, TN 2573 Highwood Blvd, Smyrna, TN 37167 615-355-8432
Tara of Nashville, LLC Nashville-Airport, TN 583 Donelson Pike, Nashville, TN 37214 615-885-4242
HIN Manager LLC Nashville-Downtown, TN 310 4th Avenue South, Nashville, TN 37201 615-277-5000
GH COMPANY, LLC Nashville-Green Hills, TN 2324 Crestmoor Road, Nashville, TN 37215 615-777-0001
2330 Elliston Place SET Ground Lessee, LLC Nashville-Vanderbilt-Elliston Place, TN 2330 Elliston Place, Nashville, TN 37203 615-320-6060
Saaho Hotel 4, LLC Pigeon Forge on the Parkway, TN 2025 Parkway, Pigeon Forge, TN 37863 865-428-1600
B & H Lodging, LLC Sevierville at Stadium Drive, TN 105 Stadium Drive, Kodak, TN 37764 865-465-0590

TEXAS

Abilene Assets LLC Abilene I-20, TX 3526 West Lake Road, Abilene, TX 79601 325-673-4400
FP Allen II LLC Allen, TX 830 West Stacy Road, Allen, TX 75013 214-495-7667
Aspire Holdings LLC Amarillo West, TX 6901 I-40 West, Amarillo, TX 79106 806-467-9997
Vidhi Hotels, Ltd. Amarillo-East, TX 7777 I-40 East, Amarillo, TX 79118 806-418-2000
PSOF Austin OpCo, LLC Austin @ The University/Capitol, TX 1701 Lavaca Street, Austin, TX 78701 512-499-8881
TXHP Buda 2 Opco, L.L.C. Austin South/Buda, TX 1201 Cabela's Drive, Buda, TX 78610 512-295-4900
Sanjay Enterprises I, Ltd. Austin/Cedar Park-Lakeline, TX 10811 Pecan Park Blvd, Austin, TX 78750 512-249-0045
Lakeway Hospitality, LP Austin/Lakeway, TX 2013 Ranch Road 620 South, Lakeway, TX 78734 512-263-7474
Austin Airport HPA, LLC Austin-Airport, TX 7712 E. Riverside Drive, Austin, TX 78744 512-389-1616
Summit Hotel TRS 117, LLC Austin-Downtown/Convention Center, TX 200 San Jacinto Blvd., Austin, TX 78701 512-472-1500
Soft Hotels, LLC Bastrop, TX 240 South Hasler Boulevard, Bastrop, TX 78602 512-321-2898
Fortress Lodging, L.L.C. Bay City, TX 4617 7th Street, Bay City, TX 77414 979-245-7100
Payal Hotel Enterprises, Inc. Big Spring, TX 805 West I-20 Highway, Big Spring, TX 79720 432-264-9800
D&L Hotel Investments I, LLC Boerne, TX 34935 IH-10 West, Boerne, TX 78006 830-816-8800
Baseren LLC Borger, TX 1415 W Wilson St, Borger, TX 79007 806-273-2494
SRI Hospitality & Resorts I LP Brenham, TX 2605 Schulte Boulevard, Brenham, TX 77833 979-337-9898
Jugrasa L.L.P. Brownsville, TX 3000 N. Expressway, Brownsville, TX 78526 956-548-0005
Shivshambu, Inc. Buffalo, TX 2624 West Commerce Street, Buffalo, TX 75831 903-322-2223
MASS Hotels, LLC Canyon, TX 3101 4th Ave, Canyon, TX 79015 806-452-0044
Central Park Hospitality LLC Cedar Park North Austin, TX 700 Central Park Drive, Cedar Park, TX 78613 512-8669200
NACI Hospitality LLC Center, TX 141 Express Boulevard, Center, TX 75935 936-598-4447

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4H Hotels, LLC Childress, TX 400 Madison Avenue, Childress, TX 79201 940-937-3500
Cleburne Lodging LLC Cleburne, TX 1996 West Henderson Street, Cleburne, TX 76033 682-3567000
U.S. Lodging, L.P. College Station US 6-East Bypass, TX 925 Earl Rudder Freeway South, College Station, TX 77845 979-694-2100
M2 Colleyville Tenant LLC Colleyville DFW Airport West, TX 5300 State HWY 121, Colleyville, TX 76034 817-3185000
Ohm Guru Krupa, L.L.C. Conroe I-45 North, TX 2242 Stoneside Road, Conroe, TX 77303 936-539-1888
AHIP TX Corpus Christi Enterprises LLC Corpus Christi, TX 5879 South Padre Island Drive, Corpus Christi, TX 78412 361-985-0505
Raju G. Bhagat Corpus Christi-I-37/Navigation Blvd., TX 917 North Navigation Boulevard, Corpus Christi, TX 78408 361-884-4444
Sunsmile TX Inc. Corsicana-I-45, TX 623 Bryant's Way, Corsicana, TX 75109 903-872-2238
S&V Bhakta, LLC Dalhart, TX 700 Liberal Street, Dalhart, TX 79022 806-2440111
Meadow Hospitality, LP Dallas - Central Expy / North Park Area, 10370 North Central Expressway, Dallas, TX 75231 214-361-0033
Atrium TRS III, LP Dallas - Mesquite, TX 1700 Rodeo Drive, Mesquite, TX 75149 972-329-3100
Summit Hotel TRS 158, LLC Dallas Downtown, TX 1700 Commerce Street, Dallas, TX 75201 214-290-9090
SM Jim Miller, LLC Dallas East, TX 8605 E R L Thornton Freeway, Dallas, TX 75228 469-206-6030
Dallas West Hospitality, LLC Dallas I-30 Cockrell Hill, TX 1718 N Cockrell Hill Rd, Dallas, TX 75211 469-906-1212
Pegasus Lodging, Ltd. Dallas Market Center, TX 3051 N Stemmons Freeway, Dallas, TX 75247 214-631-1300
Apple Nine Hospitality Texas Services II, Inc. Dallas/Arlington-South (I-20), TX 1100 East I-20, Arlington, TX 76018 817-419-3700
Sudarshan Majmudar Dallas/DeSoto, TX 1311 East Centre Park Boulevard, Desoto, TX 75115 972-228-0200
Sports Village Hospitality-Frisco, LLC Dallas/Frisco North-Fieldhouse USA, TX 6070 Sports Village Road, Frisco, TX 75033 972-668-4200
Airport South Hotels, LP Dallas/Ft. Worth Airport South, TX 4201 Reggis Court, Ft Worth, TX 76155 817-952-3080
Shinn Plano Hospitality, Ltd. Dallas/Plano-East, TX 2813 E. President George Bush Hwy, Plano, TX 75074 972-509-4500
HI Richardson Holdings LLC Dallas/Richardson, TX 2250 N. Glenville Drive, Richardson, TX 75082 972-231-9800
AD-MAR Properties, LLC Dallas-Arlington Nrth/Entertainment Dist 2200 Brookhollow Plaza Drive, Arlington, TX 76006 817-652-9562
Atlantic Grapevine Inn, LLC Dallas-DFW Airport North-Grapevine, TX 1750 North Highway 121, Grapevine, TX 76051 972-471-5000
Pavansut Hotels III, LLC Dallas-DFW Arpt W-SH 183-Hurst, TX 1600 Hurst Town Center Drive, Hurst, TX 76054 817-503-7777
Lowen Vista Ridge I, LP Dallas-Lewisville/Vista Ridge Mall, TX 2650 Lake Vista Drive, Lewisville, TX 75067 972-315-3200
Atlantic Colony Venture I, LLC Dallas-The Colony, TX 3650 Plano Parkway, The Colony, TX 75056 469-362-1111
TXHP Decatur Opco, L.L.C. Decatur, TX 110 South U.S. Highway 287, Decatur, TX 76234 940-627-4900
Merchant Hospitality Ltd. Del Rio, TX 2219 Bedell Avenue, Del Rio, TX 78840 830-775-9700
Partners Hotel Group LLC Denison, TX 3415 Ansley Road, Denison, TX 75020 903-464-9010
Shiva Hospitality, LLC Denton, TX 1513 Centre Place Drive, Denton, TX 76205 940-891-4900
Dumas Development, L.P. Dumas, TX 2010 South Dumas Avenue, Dumas, TX 79029 806-935-6666
SWH Duncanville LLC Duncanville Dallas, TX 202 East Interstate Hwy 20, Duncanville, TX 75116 469-868-6481
HIT SWN INT NTC TRS, LP El Paso-Airport, TX 6635 Gateway Blvd. West, El Paso, TX 79925 915-771-6644
Patelmang, LLC El Paso-East, TX 12055 Gateway West Boulevard, El Paso, TX 79936 915-8721215
VISVAS III LP El Paso-West, TX 6411 South Desert Boulevard, El Paso, TX 79932 915-833-7000

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Mira Lago Lodging Group, LLC Farmers Branch Dallas, TX 1570 Mira Lago Blvd., Farmers Branch, TX 75234 972-373-4900
Fort Worth Downtown Lodging, LLC Fort Worth Downtown, TX 1001 Commerce Street, Fort Worth, TX 76102 817-332-5300
Atul Masters & Hena Masters Fort Worth/Forest Hill, TX 6555 Park Brook, Forest Hill, TX 76140 817-551-7775
Fossil Creek Hotel, LP Fort Worth-Fossil Creek, TX 3850 Sandshell Drive, Fort Worth, TX 76137 817-439-8300
Green Oaks Hospitality, LLC Fort Worth-West/I-30, TX 2700 Green Oaks Road, Fort Worth, TX 76116 817-732-8585
Fredericksburg Enterprises, Inc. Fredericksburg, TX 515 East Main Street, Fredericksburg, TX 78624 830-997-9696
FP Burleson LLC Ft. Worth-Burleson, TX 13251 Jake Court, Fort Worth, TX 76028 817-295-2727
Gainesville Hospitality, Ltd. Gainesville, TX 4325 North Interstate 35, Gainesville, TX 76240 940-612-4300
Krishna Galveston LLC Galveston, TX 6431 Central City Boulevard, Galveston, TX 77551 409-744-5600
Lalani GTTX Holdings, LLC Georgetown, TX 160 River Oaks Cove, Georgetown, TX 78626 512-688-5300
Greenville Lodging, Ltd. Greenville, TX 3001 Kari Lane, Greenville, TX 75402 903-457-9200
Tri-City Hotel LLC Harlingen, TX 1202 Ed Carey Drive, Harlingen, TX 78550 956-428-9800
Birju Patel Houston East Beltway 8, TX 14120 Karissa Ct, Houston, TX 77049 281-741-3816
M2 HOUSTON TENANT H LLC Houston I-10 West Park Row, TX 18014 Park Row Drive, Houston, TX 77084 281-578-6700
SRUTI HOSPITALITY, INC. Houston I-10, TX 5820 Katy Freeway, Houston, TX 77007 713-869-9211
Chatham Houston HAS Leaseco LLC Houston Medical Center NRG, TX 1715 Old Spanish Trail, Houston, TX 77054 713-797-0040
Greenspoint Hospitality, LP Houston North IAH, TX 707 North Sam Houston Pkwy East, Houston, TX 77060 281-447-6400
HDP 1960, LLC Houston/Atascocita, TX 19108 Moon Trail Dr, Humble, TX 77346 832-995-5125
AKU Group III, Inc. Houston/Clear Lake-NASA Area, TX 506 West Bay Area Blvd., Webster, TX 77598 281-332-7952
KEIV Hospitality, LLC Houston/Katy, TX 22055 Katy Freeway, Katy, TX 77450 281-392-1000
Sonorous Two, L.L.C. Houston/Pasadena, TX 4741 East Sam Houston Parkway South, Pasadena, TX 77505 281-998-3300
Guru Krishna Corporation Houston/Rosenberg, TX 3312 Vista Drive, Rosenberg, TX 77471 281-341-9393
Avalon Sugar Land Hospitality, LLC Houston/Sugar Land, TX 218 Promenade Way, Sugar Land, TX 77479 281-277-5246
Intercontinental Enterprises, LLC Houston-Bush Intercontinental Arpt, TX 15831 John F. Kennedy Blvd, Houston, TX 77032 281-442-4600
Door Hospitality Cypress, LLC Houston-Cypress Station, TX 150 Wagon Point Drive, Houston, TX 77090 281-866-0404
KSSGH 2 LLC Houston-League City, TX 2320 Gulf Freeway South, League City, TX 77573 281-614-5437
Huntsville Hotel Group LLC Huntsville, TX 120 Ravenwood Village Drive, Huntsville, TX 77340 936-439-5228
OVP LLC Hutto Austin, TX 327 Ed Schmidt Boulevard, Hutto, TX 78634 512-846-2992
TIG Town Center Hotel LP Keller Town Center, TX 200 Town Center Lane, Keller, TX 76248 817-741-8536
Telephone Investments Inc. La Porte, TX 1328 Highway 146 South, La Porte, TX 77571 281-842-9566
KILPAN I, LP Lake Jackson-Clute, TX 1121 Hwy 332, Clute, TX 77531 979-265-3200
ASFI-FRISCO, LLC Legacy Park/Frisco, TX 3199 Parkwood Boulevard, Frisco, TX 75034 972-712-8400
TXHP Longview 1 Opco, L.L.C. Longview-North, TX 3044 Eastman Road, Longview, TX 75605 903-663-8670
Treemont Capital Partners V, LP Lubbock University, TX 2828 Marsha Sharp Freeway, Lubbock, TX 79415 806-758-5959
Onyx Lubbock Hotel LLC Lubbock-Southwest, TX 5614 Englewood Avenue, Lubbock, TX 79424 806-797-9600

EXHIBIT A

Lufkin Hospitality, Ltd. Lufkin, TX 4400 South First Street, Lufkin, TX 75901 936-699-2500
Trinity Hotel 2 LLC Mansfield, TX 1640 Hwy 287 North, Mansfield, TX 76063 817-539-0060
High Four Investments LLC McAllen, TX 10 West Expressway 83, McAllen, TX 78501 956-661-1100
NYSA Hotels LLC McKinney, TX 2008 North Central Expressway, McKinney, TX 75069 972-542-6622
Victoria Heights LLC Mission, TX 2505 Victoria Drive, Mission, TX 78572 956-682-0313
JSN Hospitality Group, Inc. Missouri City, TX 4909 Highway 6, Missouri City, TX 77459 281-208-7901
Titan Hospitality, Ltd. Mt. Pleasant, TX 2504 West Ferguson Road, Mount Pleasant, TX 75455 903-572-7100
Sagamore-Fort Worth, LP N. Fort Worth-Alliance Arpt, TX 13600 North Freeway, Fort Worth, TX 76177 817-439-0400
Krishna Nacogdoches LLC Nacogdoches, TX 3625 South Street, Nacogdoches, TX 75964 936-560-9901
Pinakin "Pat" Patel New Braunfels, TX 575 Hwy 46 South, New Braunfels, TX 78130 830-608-0123
Northgate 2013 Hotel I, LLC North Houston Spring, TX 23523 Northgate Crossing Blvd, Spring, TX 77373 281-528-7400
Palestine Lodging, LLC Palestine, TX 2700 South Loop 256, Palestine, TX 75801 903-723-0016
DecoRGV, L.L.C. Pharr, TX 300 West Nolana Loop, Pharr, TX 78577 956-781-1116
Amazing Dallas Hotel LLC and Ya Xu Living Trust (TIC) Plano Dallas, TX 3316 Central Expressway, Plano, TX 75074 972-905-5786
Port A Hospitality, LP Port Aransas, TX 2208 Highway 361, Port Aransas, TX 78373 361-749-8888
Krishna Port Arthur LLC Port Arthur, TX 7660 Memorial Blvd., Port Arthur, TX 77642 409-722-6999
Bay Hospitality LLC Port Lavaca, TX 1788 STATE HWY 35 N, Port Lavaca, TX 77979 361-551-0331
JVM Hotel LLC Portland Corpus Christi, TX 1801 Highway 181, Portland, TX 78374 361-777-1500
Xeonic Investment Group, Inc. Rockport-Fulton, TX 3677 Highway 35 North, Rockport, TX 78382 361-727-2228
SAT Airport, Inc. San Antonio Airport, TX 8902 Jones Maltsberger Rd., San Antonio, TX 78216 210-558-3999
HPTN Brooks City Base, LLC San Antonio Brooks City Base Area, TX 8202 City Base Landing, San Antonio, TX 78235 210-3334800
SAT LIVE OAK, LLC San Antonio Lackland AFB SeaWorld 1719 Cable Ranch Road, San Antonio, TX 78245 210-674-0700
SAT West Enterprise, Inc. San Antonio Northwest/Medical Center, TX 11426 IH-10 West, San Antonio, TX 78230 210-697-8900
East CVH San Antonio LLC San Antonio Riverwalk, TX 118 Soledad Street, San Antonio, TX 78205 210-226-7777
B & J Hotel, LP San Antonio/Northeast I-35, TX 6718 N Interstate 35, San Antonio, TX 78218 210-599-4800
Ace Flores, LLC San Antonio-Downtown/Market Square, TX 411 South Flores Street, San Antonio, TX 78204 210-212-7000
Tri-Star Hotel Group, L.P. San Marcos, TX 106 I H 35, San Marcos, TX 78666 512-754-7707
Prados US, LLC Schertz, TX 17702 IH-35 North, Schertz, TX 78154 210-566-6110
Selma Thirty Thirty, LLC Selma-San Antonio-Randolph AFB Area, TX 14655 IH-35N Access Road, Selma, TX 78154 210-590-3388
Sunstone Hospitality Inc. Stephenville, TX 910 South Harbin Drive, Stephenville, TX 76401 254-918-5400
Apple Nine Services Texarkana, Inc. Texarkana/Central Mall Area, TX 4601 Cowhorn Creek Road, Texarkana, TX 75503 903-832-3499
14100 Medical Complex Drive, LLC Tomball Houston NW, TX 14100 Medical Complex Drive, Tomball, TX 77377 281-357-1500
Hydra Hotels LLC Trophy Club - Fort Worth North, TX 525 Plaza Drive, Trophy Club, TX 76262 682-831-1572
Trimark-Westgate Apartments, LLC and Trimark Tyler Hospital Tyler-South, TX 8962 S. Broadway Avenue, Tyler, TX 75703 903-630-7272
TXHP Waco 1 Opco, L.L.C. Waco-South, TX 2501 Marketplace Drive, Waco, TX 76711 254-662-9500

EXHIBIT A

WAX HOTELS, LLC Waxahachie, TX 2010 Civic Center Lane, Waxahachie, TX 75165 972-923-0666
NP Hospitality, LLC Weatherford, TX 864 E Interstate 20, Weatherford, TX 76087 817-495-9300
Hiral & Anil Patel Partnership Winnie, TX 318 Spur 5, Winnie, TX 77665 409-296-3525

UTAH

Weston Logan, Inc. North Logan, UT 207 North Main Street, Logan, UT 84321 435-753-3000
Andromeda Hospitality Group, Inc. Ogden, UT 2401 Washington Boulevard, Ogden, UT 84401 801-394-9400
Hospice, L.C. Orem, UT 851 West 1250 South, Orem, UT 84058 801-426-8500
Shreya Management, Inc. Salt Lake City/Farmington, UT 332 Park Lane, Farmington, UT 84025 801-451-7999
Dee's Foothill Investments, LLC Salt Lake City/University-Foothill Dr, U 1345 S. Foothill Drive, Salt Lake City, UT 84108 801-583-3500
West Jordan ATH2017, LLC Salt Lake City/West Jordan, UT 3923 W. Center Park Dr., West Jordan, UT 84084 801-280-7300
Shiv Shakti Hospitality, LLC Salt Lake City-Airport, UT 307 North Admiral Byrd Road, Salt Lake City, UT 84116 801-530-0088
SH-Spanish Fork, LLC Spanish Fork Provo, UT 462 East Commerce Way, Spanish Fork, UT 84660 385-248-0550
Springdale Hospitality, LLC Springdale/Zion National Park, UT 1127 Zion Park Boulevard, Springdale, UT 84767 435-627-9191
Sun River Hotel Group LC St. George Sun River, UT 1250 West SunRiver Parkway, St George, UT 84790 435-656-9900

VERMONT

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

VIRGINIA

Alexandria Hotel Associates, L.C. Alexandria Old Town Area South, VA 5821 Richmond Highway, Alexandria, VA 22303 703-329-1400
NF IV-VA SSCI Reagan Suites Op Co, LLC Arlington Crystal City DCA, VA 2000 Richmond Highway, Arlington, VA 22202 703-418-8181
NF V Charlottesville Op Co, LLC Charlottesville-at the Univ., VA 900 W. Main Street, Charlottesville, VA 22903 434-923-8600
MRK Hospitality Inc. Chesapeake/Suffolk/Portsmouth, VA 4449 Peek Trail, Chesapeake, VA 23321 757-465-7000
Battlefield Hotel, LLC Chesapeake-Battlefield Blvd., VA 1421 North Battlefield Boulevard, Chesapeake, VA 23320 757-819-5230
Island Waterfront Hotel Holdings Inc. Chincoteague-Waterfront, VA 4179 Main Street, Chincoteague, VA 23336 757-336-1616
H3YMB, LLC Culpeper, VA 18411 Gate Road, Culpeper, VA 22701 540-829-9000
AJI US Properties, LLC Exmore/Eastern Shore, VA 4129 Lankford Highway, Exmore, VA 23350 757-442-4077
Seven Corners Hospitality, LLC Falls Church, VA 6430 Arlington Boulevard, Falls Church, VA 22042 703-538-1000
SSN Fort Belvoir LLC Fort Belvoir Alexandria South, VA 8843 Richmond Highway, Alexandria, VA 22309 703-619-7026
Celebrate 1080, LLC Fredericksburg-at Celebrate Virginia, VA 1080 Hospitality Lane, Fredericksburg, VA 22401 540-786-5530
Sunrise Fredericksburg LLC Fredericksburg-South, VA 4800 Market Street, Fredericksburg, VA 22408 540-898-5000
JAI Herndon Hotel, LLC Herndon-Reston, VA 435 Herndon Pkwy, Herndon, VA 20170 703-230-1600
Leesburg Inn & Suites, LLC Leesburg, VA 117 Fort Evans Road NE, Leesburg, VA 20176 703-669-8640
HLA Hotel, Inc Lynchburg, VA 3600 Liberty Mountain Drive, Lynchburg, VA 24502 434-608-1224

EXHIBIT A

909 Main, LLC Newport News (Oyster Point), VA 12251 Jefferson Ave., Newport News, VA 23602 757-249-0001
Norfolk Hotel II, LLC Norfolk-Airport, VA 1511 USAA Drive, Norfolk, VA 23502 757-605-9999
SP Hotel LLC Richmond Short Pump, VA 12341 West Broad Street, Richmond, VA 23233 804-773-7111
Nobility Investments, LLC Richmond/Glenside, VA 5406 Glenside Drive, Richmond, VA 23228 804-756-1777
700 Main Master Tenant, LLC Richmond-Downtown, VA 700 East Main Street - Suite A, Richmond, VA 23219 804-643-5400
Nova Glen Allen Hotels LLC Richmond-Virginia Center, VA 1101 Technology Park Dr, Glen Allen, VA 23059 804-261-2266
DSA Roanoke, LLC Roanoke Airport, VA 5033 Valley View Blvd. North, Roanoke, VA 24012 540-366-6300
South Commonwealth Partners, LLC Roanoke-Downtown, VA 27 Church Avenue SE, Roanoke, VA 24011 540-400-6000
Smithfield Hotel, LLC Smithfield, VA 200 Vincents Crossing, Smithfield, VA 23430 757-365-4760
Dulles Sterling Hospitality, LLC Washington/Dulles Int'l Arpt, VA 22700 Holiday Park Drive, Sterling, VA 20166 703-537-7800
Nick-Nick, Inc. Williamsburg-Central, VA 718 Bypass Road, Williamsburg, VA 23185 757-229-7330
Capitol Landing Hotel Associates, L.L.C. Williamsburg-Historic District, VA 911 Capitol Landing Road, Williamsburg, VA 23185 757-941-1777
P.V.R. Associates, L.L.C. Williamsburg-Richmond Rd., VA 1880 Richmond Road, Williamsburg, VA 23185 757-229-4900
LH&H, LLC Woodstock, VA 1150 Motel Drive, Woodstock, VA 22664 540-459-7111

WASHINGTON

Palmetto Hospitality of Bellevue, LLC Bellevue Downtown-Seattle, WA 11405 Northeast 2nd Place, Bellevue, WA 98004 425-453-4100
HC Kitsap LLC (fka Hotel Concepts of Kitsap, LLC) Bremerton, WA 150 Washington Avenue, Bremerton, WA 98337 360-405-0200
BDM Properties, LLC Burlington, WA 1860 South Burlington Boulevard, Burlington, WA 98233 360-757-7100
Lexmar Hospitality, LLC DuPont, WA 800 Station Drive, Dupont, WA 98327 253-912-4444
Swiss Hotel Leavenworth, LLC Leavenworth, WA 301 Ward Strasse, Leavenworth, WA 98826 509-470-9798
Glen Black Descendant's Trust Olympia/Lacey, WA 4301 Martin Way E, Olympia, WA 98516 360-459-5000
BHP LLC Pasco/Tri-Cities, WA 6826 Burden Boulevard, Pasco, WA 99301 509-7921660
Vancouver Hotel Investors LLC Portland/Vancouver, WA 315 SE Olympia Drive, Vancouver, WA 98684 360-891-3000
Lynnwood Inns, Inc. Seattle North/Lynnwood, WA 19324 Alderwood Mall Parkway, Lynnwood, WA 98036 425-771-1888
BREIT Federal Way TRS LLC Seattle/Federal Way, WA 31720 Gateway Center Boulevard S., Federal Way, WA 98003 253-946-7000
CHAK, LLC Seattle/Kent, WA 21109 66th Avenue South, Kent, WA 98032 253-872-8811
Northgate Lodging, LLLP Seattle/Northgate, WA 9550 1st Ave NE, Seattle, WA 98115 206-522-6991
Royal Hospitality Washington, LLC Seattle/Redmond, WA 17770 NE 78th Place, Redmond, WA 98052 425-553-1200
Legacy Renton, LLC Seattle/Renton, WA 1300 Lake Washington Blvd. North, Renton, WA 98056 425-524-4440
Woodinville Hotel Investors L.L.C. Seattle/Woodinville, WA 19211 Woodinville Snohomish Rd. NE, Woodinville, WA 98072 425-788-9247
Sky Hospitality, LLC Seattle-Airport/28th Ave 18850 28th Avenue South, SeaTac, WA 98188 206-244-5044
PFHC-SHI, LLC Seattle-Downtown, WA 700 Fifth Avenue North, Seattle, WA 98109 206-282-7700
Spokane South Medical, LLC Spokane Downtown South, WA 675 S McClellan St, Spokane, WA 99204 509-867-3676
Spokane WV Hotel LLC Spokane Valley, WA 16418 E. Indiana Avenue, Spokane Valley, WA 99216 509-928-6900

EXHIBIT A

Hospitality Development Group IV LLC Tacoma, WA 8203 South Hosmer Street, Tacoma, WA 98408 253-539-2288
PVI, LLC Tacoma/Puyallup, WA 1515 South Meridian, Puyallup, WA 98371 253-770-8880
Walla Walla Investors LLC Walla Walla, WA 1531 Kelly Place, Walla Walla, WA 99362 509-525-1398

WEST VIRGINIA

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

WISCONSIN

Lake Hallie Lodging LLC Chippewa Falls, WI 12707 30th Avenue, Chippewa Falls, WI 54729 715-726-3000
Grafton Hotel Associates, LLC Grafton, WI 1385 Gateway Drive, Grafton, WI 53024 262-474-1000
Hudson Hotel Associates LLC Hudson, WI 2610 Pearson Drive, Hudson, WI 54016 715-952-9959
125th Avenue Hotel, LLC Kenosha, WI 7300 125th Avenue, Kenosha, WI 53142 262-358-9800
La Crosse Hotel Group LLC La Crosse/Downtown, WI 511 3rd Street N., La Crosse, WI 54601 608-791-4004
MSNW SPE Hotel II, LLC Madison West, WI 483 Commerce Drive, Madison, WI 53719 608-271-0200
Bassett Johnson, LLC Madison/Downtown, WI 440 West Johnson Street, Madison, WI 53703 608-255-0360
Prairie Lodging LLC Marshfield, WI 400 West Upham Street, Marshfield, WI 54449 715-207-0295
Keystone Hills LLC Menomonie, WI 2017 Stout Street, Menomonie, WI 54751 715-231-3030
EMA MKE Hotel Operator LLC Milwaukee Downtown, WI 176 W. Wisconsin Avenue, Milwaukee, WI 53203 414-271-4656
West Allis Hotel Ventures, LLC Milwaukee West, WI 8201 W. Greenfield Avenue, West Allis, WI 53214 414-436-2300
FF&E, LLC Milwaukee/Franklin, WI 6901 S. 76th Street, Franklin, WI 53132 414-427-4800
West Bend Hotel Associates, LLC West Bend, WI 1975 South 18th Avenue, West Bend, WI 53095 262-438-1500
KSD, LLC Wisconsin Dells Lake Delton, WI 921 Wisconsin Dells Parkway South, Wisconsin Dells, WI 53965 608-678-2727

WYOMING

Safari Timberline Hotels, LLC Buffalo, WY 85 US Highway 16 East, Buffalo, WY 82834 307-684-8899
JIM Hospitality Inc. Casper, WY 1100 N. Poplar Road, Casper, WY 82601 307-235-6668
JPK TR Cody, LLC Cody, WY 8 Southfork Road, Cody, WY 82414 307-587-4505
Jai Jai Mata Douglas, Inc. Douglas, WY 1730 Muirfield Ct., Douglas, WY 82633 307-358-0707
Wyoming Hotel Holdings, LLC Green River, WY 1055 Wild Horse Canyon Road, Green River, WY 82935 307-875-5300
WHI - Pinedale, LLC Pinedale, WY 55 Bloomfield Avenue, Pinedale, WY 82941 307-367-6700
Riverton Hotel Development L.L.C. Riverton, WY 2500 North Federal Blvd, Riverton, WY 82501 307-856-3500

EXHIBIT A

Signed but not yet Opened

ALABAMA

Laxminarayan Hospitality, LLC Birmingham Downtown Lakeview District, A 2701 2nd Ave South, Birmingham, AL 35233
Decatur Hotel Investments, LLC Decatur, AL SWQ of Old Mountain Rd. SW and Beltline Rd. SW, Decatur, AL 35603

ARIZONA

Verrado Hospitality, LLC Buckeye Phoenix, AZ SWC of Verrado Way and West Roosevelt St, Buckeye, AZ 85326
CW Hotel Partners, LLC Cottonwood, AZ Northeast quadrant of 89A and W Mingus Ave, Cottonwood, AZ 86326
HSL Properties, Inc. Oro Valley, AZ NWQ of N Oracle Rd and N Innovation Market Dr, Oro Valley, AZ 85737

ARKANSAS

Pinnacle Hotel Group Inc. Hot Springs Downtown, AR SWQ of Central Avenue & Chapel Street, Hot Springs, AR 71901
LR ROOSEVELT HOTEL, LLC Little Rock Airport, AR NWQ of E Roosevelt Rd and Airport Rd, Little Rock, AR 72202
Pinnacle Hotel Group Inc. Osceola, AR SEQ of W. Keiser Ave and Country Club Rd, Osceola, AR 72370

CALIFORNIA

Easton Hospitality LLC Bakersfield Central, CA 1401 Easton Drive, Bakersfield, CA 93309 661-501-7100
Premier Hospitality LLC Corona, CA SWQ of I-15 and Cajalco Rd, Corona, CA 92881
Hercules Hospitality, LLC Hercules, CA NWQ of Sycamore Ave San Pablo Ave, Hercules, CA 94547
Jinder Singh Jurupa Valley, CA NEQ of Pyrite Street and Mission Blvd., Jarupa Valley, CA 92509
Verdant LaQuinta LLC La Quinta, CA SWQ of La Quinta Dr and Auto Centre Dr, La Quinta, CA 92253
MCH Elsinore LLC Lake Elsinore, CA NEQ of Collier Avenue and 3rd Street, Lake Elsinore, CA 92530
4110 West 3rd Street, LLC Los Angeles/Koreatown, CA 301 S. Harvard Blvd 4110 W. 3rd Str, Los Angeles, CA 90020
Menifee Hotel Management, LLC Menifee, CA NEQ of I-215 and Newport Rd, Menifee, CA 92584
Merchant Valley Corporation Oroville, CA 2355 Feather River Blvd, Oroville, CA 95965 530-4488060
Pacifica SF Investments, LLC Pacifica, CA 70 Oceana Blvd, Pacifica, CA 94044
Apple Hill Hospitality LLC Placerville, CA State Highway 50 and Jacquier Road, Placerville, CA 95667
Harinder Johl, Jasdeep Singh, Sarwan Johl and Baljit Johl Plymouth, CA 9702 Main St, Plymouth, CA 95669
Heritage Inn of Porter Ranch, LLC Porter Ranch Los Angeles, CA 20150 Rinaldi Street, Porter Ranch, CA 91326 747-799-0455
Anil P. Patel Porterville, CA NEQ of S Jaye St and W Montgomery Ave, Porterville, CA 93257
Rupinder Dhillon Ripon, CA NEQ of W Colony Rd and Hoff Dr, Ripon, CA 95366
Jaskaran Enterprises, Inc. Rocklin, CA 4215 Granite Dr., Rocklin, CA 95677
Ivar Eagle, LLC Rosemead, CA 3520 Ivar Ave, Rosemead, CA 91770
Marin Hospitality, Inc. San Rafael, CA 1075 Francisco Blvd, San Rafael, CA 94901

EXHIBIT A

Ineffable Hospitality, Inc. Three Rivers, CA NEQ of Sierra Dr and Old Three Rivers Rd, Three Rivers, CA 93271
Satish Bechar Vacaville, CA 1000 Mason St, Vacaville, CA 95688
Excel Vista Hotel LP Vista Carlsbad, CA 760 Shadowridge Drive, Vista, CA 92083

COLORADO

Amit "Al" Patel Denver Airport South, CO NEQ of E 64th Ave & Jackson Gap St, Aurora, CO 80019
Rio Grande Group, LLC Durango Downtown Area, CO 422, 468, 476 East 2nd Street, Durango, CO 81301
JNB Group Colorado LLC Thornton Denver North, CO 13545 Grant Street, Thornton, CO 80241
BHG-HS of Wheat Ridge, LLC Wheat Ridge Denver, CO SW Quadrant of I-70 Highway 58, Wheat Ridge, CO 80033

CONNECTICUT

SBM Hospitality LLC North Haven, CT 700 Universal Drive, North Haven, CT 06473
SBM Hospitality LLC Wallingford Meriden, CT Lot 4, Chalet Drive, Wallingford, CT 06492

FLORIDA

Bill Mazas Clearwater Central, FL 2525 Drew Street, Clearwater, FL 33765
Pace D. Cooper Fort Myers at Bell Tower Shops, FL NEQ of Christania Way and and Big Pine Way, Fort Myers, FL 33907
Inn of Live Oak LLC Live Oak, FL SWQ I-10 and Hwy 129 Interchange Exit 283, Live Oak, FL 32060
Naples Inn & Suites, LLC Naples South, FL 5146 Tamiami Trail East, Naples, FL 34113 239-422-8871
JL Orlando Hotel 4, LLC Orlando Flamingo Crossings, FL Flamingo Crossings Parcel H-5, Orlando, FL 32830
Arham Partners, LLC Panama City Central, FL 2627 Highway 77, Panama City, FL 32405
SONOC COMPANY, LLC Ponte Vedra Nocatee, FL NWQ of Village Lake Dr. and Crosswater Pkwy, Ponte Vedra, FL 32081
Cimarron Posada, LLC Sanford Orlando, FL SWQ of Red Cleveland Boulevard and Marquette Avenue, Sanford, FL 32773
Rebco Ventures, LLC Sarasota Downtown, FL 209 Coconut Avenue, Sarasota, FL 34236
Pinewood BF, LLC Tampa South MacDill Air Force Base, FL 3812 Pinewood Street, Tampa, FL 33616
My Hospitality, LLC Venice, FL SEQ of I-75 & Jacaranda Blvd Executive Drive, Venice, FL 34292

GEORGIA

DJR Hotel Manager, LLC Atlanta Airport South, GA Near the intersection of Sullivan and Southport Roads, Atlanta, GA 30337
Bran Hospitality Byron, LLC Byron, GA Corner of Cane River and HWY 49, Byron, GA 31008
BHG HOTELS, LLC Dawsonville, GA Northside Dawson Drive, Dawsonville, GA 30534
Starlight Hotel Group, LLC Social Circle, GA 14491 Hwy 278, Social Circle, GA 30025

HAWAII

PHOTA-BR-AROEZ Maui Owner, LLC Maui Kahului, HI 170 West Kaahumanu Avenue, Kahului, HI 96732

EXHIBIT A

IDAHO

Meridian Lodging Associates, LLC Meridian West Ten Mile, ID 2690 Dutch Farm Rd, Meridian, ID 83642

ILLINOIS

710 Seeley Hotel Partners, LLC Chicago Medical District UIC, IL 710 S Seeley Avenue, Chicago, IL 60612 464-768-0200

INDIANA

J Enterprises Inn of Emerson, LLC Indianapolis South Greenwood, IN 5249 Claybrooke Commons Dr, Indianapolis, IN 46237
The Inn at Saint Mary's Partners, LP South Bend, IN NWQ of Brother Andre Dr & I-31, South Bend, IN 46637

IOWA

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

KENTUCKY

Kalpesh (Kal) Patel Bardstown, KY Corner of Lincoln Way and Morton Avenue, Bardstown, KY 40004
JSK Lodging LLC Lexington North, KY 1950 Newtown Pike, Lexington, KY 40511
RB Louisville III LLC Louisville East Oxmoor, KY 400 Bullitt Lane, Louisville, KY 40222

LOUISIANA

Shree Guru Dutt LLC Baton Rouge Medical Corridor, LA 7931 Summa Ave, Baton Rouge, LA 70809
NF V NOLA Op Co, LLC New Orleans Canal St. French Quarter, LA 1300 Canal St., New Orleans, LA 70112 504-299-9900

MAINE

New Gen Ventures Group LLC Portland, ME 465 Maine Mall Road, South Portland, ME 04106

MICHIGAN

Thunder Bay Hotels, LLC Alpena, MI NWQ of M-32& Critten Dr, Alpena, MI 49707
Midtown Hospitality, LLC Detroit Midtown, MI 4 E. Alexandrine St., Unit 2, Detroit, MI 48201
Ludington Hotels, LLC Ludington, MI 3667 W US-10, Ludington, MI 49431
West Road Hospitality, LLC Woodhaven, MI NEQ of West Rd and I-75, Woodhaven, MI 48183

MINNESOTA

Riverfront Investors, LLC Rochester Mayo Clinic Area, MN 509 2nd St. NW, Rochester, MN 55901

EXHIBIT A

MISSISSIPPI

Onyx Snowden Grove LLC Southaven Snowden Grove, MS intersection of Snowden Lane and Pine Tar Alley, Southaven, MS 38672

MISSOURI

crown hospitality LLC Festus, MO Lot 8, Shapiro Dr., Festus, MO 63028

Jayesh M. Koshiya Kansas City Airport South, MO SEQ of NW Barry Rd & I-29, Kansas City, MO 64513

Hitesh Sheevam Sunset Hills St. Louis, MO 3660 S. Lindberg Blvd., St. Louis, MO 63127

MONTANA

BZN Hotel 2, LLC Belgrade Bozeman Airport, MT SEQ of Frontage Rd & Airway Blvd, Belgrade, MT 59714

Bozeman Exchange Associates, LLC Bozeman Downtown, MT NWQ of W Main St & N 5th Ave, Bozeman, MT 59715

NEBRASKA

MHO II, LLC Omaha UN Medical Center Area, NE 4409 Douglas, Omaha, NE 68131

NEVADA

Evergreen Reno Industrial Park, LLC McCarran, NV Britain Dr London Dr, McCarran, NV 89432

Manas MQ LLC Mesquite, NV 1030 W Pioneer Blvd, Mesquite, NV 89027

NEW JERSEY

KM Hotels, LLC Cherry Hill, NJ 2348 Route 70 West, Cherry Hill, NJ 08002

Meadowlands Lodging Associates LLC Secaucus Meadowlands, NJ Plaza Drive, Secaucus, NJ 07094

Somerset Atrium LLC Somerset, NJ 240 Atrium Drive, Somerset, NJ 08873 732-867-5377

NEW YORK

Amit "Al" Patel Batavia, NY (TBD) Federal Drive, Batavia, NY 14020

Farmingdale Hospitality Partners, LLC Farmingdale Republic Airport, NY 1024 Broadhollow Road, Farmingdale, NY 11735

90-75 Sutphin Realty LLC Jamaica AirTrain JFK, NY 90-75 Sutphin Blvd., Jamaica, NY 11435 347-4505734

NORTH CAROLINA

ANJAN, L.L.C. Cary, NC 1000 Winstead Drive, Cary, NC 27513

KM Hotel, LLC Kings Mountain, NC 245 Dixon School Rd., Kings Mountain, NC 28086

Mosaic Hospitality, LLC Pittsboro, NC 324 Freedom Parkway, Pittsboro, NC 27312 919-542-4284

Rockingham Lodgings, LLC Rockingham, NC 740 East US Highway 74 Business, Rockingham, NC 28379 910-517-0777

EXHIBIT A

OHIO

Indus Stringtown Hotel, LLC Grove City Columbus, OH 1849 Stringtown Rd, Grove City, OH 43123
Hsiang H. "Shaun" Pan Hamilton, OH NEQ of High St & N M.L.K. Jr. Blvd, Hamilton, OH 45011
Winderly Group, Ltd. Pickerington Columbus East, OH 1895 Winderly Lane, Pickerington, OH 43147
Kelsey Lodging, LLC Port Clinton, OH NEQ of W State Rte 163 & NE Catawba Rd, Port Clinton, OH

OREGON

Kalyan Corvallis Hotels, LLC Corvallis, OR 1815 NE Four Acres Place SEQ Hwy 99 N Circle Blvd, Corvallis, OR 97330
Vijay Narain Hermiston, OR 2255 S Hwy 395, Hermiston, OR 97838
La Grande Lodging LLC La Grande, OR 1906 26th Street, La Grande, OR 97850
Hackett Hospitality Group, LLC Oregon City, OR 415 17th Street, Oregon City, OR 97045

PENNSYLVANIA

Oakview Realty, LLC Carlisle South I-81, PA Lot 15, Alexander Spring Road, Carlisle, PA 17015
Karma Investments Intercourse, LLC Intercourse, PA 3747 Old Philadelphia Pike, Intercourse, PA 17534
Lester Enterprises, Inc. Philadelphia/Airport South-Essington, PA 535 South Governor Printz Blvd., Lester, PA 19029
McSleep Partners II, LLC Pittsburgh McCandless, PA (TBD) Dunkin Avenue, McCandless, PA 15237
Federal Street Hospitality Associates, LP Pittsburgh North Shore, PA 228 Federal Street, Pittsburgh, PA 15212

SOUTH CAROLINA

Spring Street Ventures, LLC Charleston Spring Street, SC 3246 Spring Street, Charleston, SC 29403
Myrtle CG Investments, LLC North Myrtle Beach Oceanfront Cherry Gro 3500 North Ocean Boulevard, North Myrtle Beach, SC 29582
Richburg Systems, LLC Richburg, SC 3062 Lancaster HWY, Richburg, SC 29729
OM Ventures 3, LLC Surfside Beach, SC 1100 US-17 BUS, Surfside Beach, SC 29575

TENNESSEE

Cohen Realty, Inc. Arlington, TN Northeast quadrant of Airline Road and I-40, Arlington, TN 38002
Brentwood Northumberland Hotel Partners, LLC Brentwood Nashville, TN 5630 Franklin Pike Circle, Brentwood, TN 37027
DFH, LLC Dyersburg, TN Reelfoot Drive & SR-78, Dyersburg, TN 38024

TEXAS

Rillo Investments LLC Amarillo Downtown, TX SEQ of S Buchanan St and SE 10th Ave, Amarillo, TX 79101
Ram Cinema Drive, LLC Amarillo West, TX 2200 Cinema Drive, Amarillo, TX 79124 806-367-7770
Mopac Crossing LLC Austin North Parmer Lane, TX NEQ of N Mopac Expy and W Parmer Ln, Austin, TX 78727
Vista Host, Inc. Austin-North, TX NEQ of I-35 and Parmer Lane, Austin, TX 78753

EXHIBIT A

3SFM LLC Flower Mound, TX SEQ of Long Prairie Road and Lakeside Pkwy, Flower Mound, TX 75028
Raleigh Investment Group, L.P. Forney, TX NWQ of Hwy 80 and Trailhouse Ln, Forney, TX 75126
Kermit MPS, LLC Frisco North Prosper, TX SWQ of Dallas N Tollway and University Dr, Frisco, TX 75034
Firewheel Hospitality LP Garland, TX NEQ of President George Bush Tpke and Lavon Dr, Garland, TX 75040
Invision Hotel Group L L C Hereford, TX SEQ 4th St and W North St, Hereford, TX 79045
OrangeStone La Branch, LLC Houston Museum District, TX 5501 La Branch Street, Houston, TX 77004
Amit "Al" Patel Irving DFW Airport North, TX SWQ of John W Carpenter Fwy and Esters Blvd, Irving, TX 75063
RMS Hospitality, LLC Irving Hwy 183, TX 555 W AIRPORT FREEWAY, Irving, TX 75062
Auberge Hospitality LLC Lake Worth, TX 6400 Shady Oaks Manor Drive, Fort Worth, TX 76135
Priya Vaswani Laredo Airport, TX SEQ of Bob Bullock Loop and Town Center, Laredo, TX 78041
Manor Lodging LLC Manor Austin, TX NWQ of Hwy 290 and Gregg Manor Rd, Manor, TX 78653
Midland TW Development, L.P. Midland West, TX SWQ of Tradewinds Blvd and Deauville Blvd, Midland, TX 79707
Mirza Beg Plano North Dallas, TX NWQ of George Bush Turnpike and Coit Rd, Plano, TX 75093
Bishi LLC San Antonio East, TX 6059 IH-10 East, San Antonio, TX 78219
Woodland HI Hotel, LLC Shenandoah The Woodlands, TX 18200 I-45 North, Shenandoah, TX 77384
P&N Sherman LLC Sherman, TX NWQ of Hwy 75 and Cornerstone St, Sherman, TX 75090
Resaca Investments Ltd. South Padre Island, TX NEQ of State Park Rd 100 and Beach, South Padre Island, TX 78597

UTAH

HS Bryce Canyon, LLC Bryce Canyon, UT NEQ of Hwy 87 Hwy 12 across from Fosters Motel, Bryce Canyon, UT 84764
Safari Hospitality, Inc. Cedar City, UT 20 South Main St., Cedar City, UT 84720
Red Rock Hospitality, LLC Hurricane, UT 1760 W State St., Hurricane, UT 84737

VERMONT

Champlain School Apartments Partnership South Burlington, VT 1068 Williston Road, South Burlington, VT 05403

VIRGINIA

Springfield Gateway LLC Springfield, VA 6841 Franconia Road, Springfield, VA 22150
TC Hotel, LLC Virginia Beach Town Center, VA 4571 Columbus Street, Virginia Beach, VA 23462

WASHINGTON

Paradise Hospitality LLC La Center Ridgefield, WA 2814 NW 319th St, Ridgefield, WA 98668
PDK Convention Center LV LLC Longview Kelso, WA 1900 7th Avenue, Longview, WA 98632
JEM Hotel, LLC Yakima, WA 3 North Third Street, Yakima, WA 98901

EXHIBIT A

WISCONSIN

Moorland Hospitality Group, LLC New Berlin Milwaukee, WI 5295 S. Moorland Rd, New Berlin, WI 53151

WYOMING

JPK TR Cheyenne II, LLC Cheyenne, WY W Lincolnway and Stinson Ave, Cheyenne, WY 82001

Ghazanfar Khan Gillette, WY 2312 West Over Road, Gillette, WY 82716

EXHIBIT B

EXHIBIT B

HAMPTON INN

ALABAMA

Dhiraj, Inc., Fort Payne, AL, 1201 Jordan Road SW Fort Payne, ALABAMA 35968 256-304-2600
Huntsville Hotel Company II, LLC, Huntsville Arsenal South Parkway, AL, 100 Church Road Huntsville, 35801 256-882-9400

ARIZONA

CNI THL OPS, LLC, Phoenix Chandler, AR, 545 E. Carpenter Freeway, Suite 1400 Irving, ARIZONA 75062 612-388-6271
2310 East Highland Avenue, LLC, Phoenix-Biltmore, AZ, 600 Newport Center Drive, Suite 1300 Newport Beach, 92660 949-474-5825
CNI THL OPS, LLC & CNI THL PROPCO FE, LLC, Sedona, AZ, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271

ARKANSAS

Wood Development Inc., Harrison, AR, 600 62-65 Bypass North Harrison, ARKANSAS 72601 870-741-8211
Serco Land, LLC, Searcy, AR, 125 Corporate Terrace Hot Springs, 71913 501-525-9975

CALIFORNIA

SIRRR, LLC, North Hollywood, CA, 9397 Raviller Drive Downey, CALIFORNIA 90240 562-761-1275
CNI THL OPS, LLC & CNI THL PROPCO FE, LLC, Sacramento Rancho Cordova, CA, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
CNI THL OPS, LLC & CNI THL PROPCO FE, LLC, Tracy, CA, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271

COLORADO

Supreme Bright Colorado IX, LLC, Denver North Westminster, CO, 591 West Putnam Avenue Greenwich, COLORADO 06830 203-485-5118

FLORIDA

Tristar Lodging, Inc., Daytona Shores Oceanfront, FL, 5353 Conroy Road, Suite 200 Orlando, FLORIDA 32811 407-581-9000
CNI THL OPS, LLC, Fort Lauderdale Cypress Creek, FL, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
PHVIF II Plantation, LLC, Ft. Lauderdale/Plantation, FL, 3500 Lenox, Suite 625 Atlanta, 30326 404-497-4111
Sage Gainesville Hospitality LLC, Gainesville, FL, 1824 Town Center Blvd. Fleming Island, 32003 207-608-7590
EHO Jacksonville Hola, LLC, Jacksonville/Ponte Vedra Beach-Mayo Clinic Area, FL, 302 Washington Ave Ext Albany, 12202 518-852-2242
Sunburst Development Company 2, Inc., Leesburg/Tavares, FL, 507 SE Ft. King Street Ocala, 34471 352-867-1347
LVP HMI Miami Holding Corp., Miami Airport West, FL, 1985 Cedar Bridge Avenue Lakewood, 08701 732-987-8678
Kinnari, Inc., Spring Hill, FL, 1610 SE Paradise Circle Crystal River, 34429 352-795-3111
HHITAN LLC, Tampa Veterans Expwy Airport North, FL, 4 Abacus Road, 3 Brampton, Ontario, L6T 5J6 416-571-0000
Liberty Vero LLC, Vero Beach I95, FL, 201 N. Franklin Street, Ste 2570 Tampa, 33602 813-280-2000

GEORGIA

Renaissance Group Peachtree City, Inc., Atlanta Peachtree City, GA, 2921 Grey Moss Pass Duluth, GEORGIA 30097 678-923-8226
B.R.D., Inc., Atlanta Town Center Kennesaw, GA, 3650 Rivers Call Boulevard Atlanta, 30339
Paramount Crossroads, LLC, Carrollton, GA, 3715 Norhside Parkway, Building 200, Suite 490 Atlanta, 30327 404-822-6921
Shree Mahalaxmi Investments, LLC, Waycross, GA, 380 Tremain Drive Hinesville, 31313 912-572-9820

ILLINOIS

ACRE Holding Carbondale, LLC, Carbondale, IL, 125 Park Avenue, 25th Floor New York, ILLINOIS 10017 212-682-2850

EXHIBIT B

SHG IL Two LLC, Chicago Gurnee, IL, 48571 River Way Drive Canton, 48187 - -
CNI THL OPS, LLC, Decatur Forsyth, IL, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
Champaign Hotel Venters, LLC, Lincoln, IL, 6450 S. 6th Street Road, Suite A Springfield, 62712 217-622-6841
Vinayaka Hospitality Oak Brook LLC, Oak Brook Chicago, IL, 860 Remington Road Schaumburg, 60173 708-466-1748
CNI THL OPS, LLC, St Louis Fairview Heights, IL, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271

INDIANA

HIT Portfolio II HIL TRS, LLC, Indianapolis-NE Castleton, IN, 11325 Random Hills Road, Suite 360 Fairfax, INDIANA 22030 571-286-6884
Terre Haute Hotel Partners, LLC, Terre Haute, IN, 4100 Legendary Drive, Suite 280 Destin, 32541 850-424-6431
CAM Hospitality Inc., Washington, IN, 7761 Mia Court Newburgh, 47630 502-460-6577

IOWA

OBOS CRD LLC, Cedar Rapids, IA, 525 S. Lake Avenue, Suite 100 Duluth, IOWA 55802

KANSAS

North Five, L.L.C., Kansas City Overland Park, KS, 9 Forest Avenue Vermillion, KANSAS 57069 605-658-0161
Shawnee Inn, Inc., Kansas City Shawnee Mission, KS, 6333 Long Street, Suite 301 Shawnee, 66216 913-268-8700

KENTUCKY

FLG Properties Kentucky, LLC, I-75 Lexington/Hamburg Area, KY, 8333 Douglas Avenue, Suite 300 Dallas, KENTUCKY 75225 469-533-4025
Gleneagles Hotel Company, LLC, Lexington Georgetown, KY, 110 Grandstand Drive Georgetown, 40324 502-370-9006
CNI THL OPS, LLC, Lexington South, KY, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271

MARYLAND

Neema Laurel LP, Laurel(Fort Meade Area), MD, 1012 Wesley Drive Mechanicsburg, MARYLAND 17055 717-458-1201

MICHIGAN

Cadilake Resort IV LLC, Cadillac, MI, 11294 Crystal Oaks Way San Diego, MICHIGAN 92131 619-917-5557
CNI THL OPS, LLC & CNI THL PROPCO FE, LLC, Jackson, MI, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
Marshall Superior Hospitality, LLC, Marshall, MI, 2600 Auburn Road, Suite 220 Auburn Hills, 48326 248-588-5078

MINNESOTA

H.I. HERITAGE INN OF WOODBURY OPCO, L.L.C., Minneapolis St. Paul-Woodury, MN, 591 West Putnam Avenue Greenwich, MINNESOTA 06830 203-485-5115
H.I. HERITAGE INN OF BURNSVILLE OPCO, L.L.C., Minneapolis/Burnsville, MN, 591 West Putnam Avenue Greenwich, 06830 203-485-5115

MISSISSIPPI

RSS WFCM2016-C33-MS YPH, LLC, Canton, MS, 200 S. Biscayne Blvd., Suite 3550 Miami, MISSISSIPPI 33131 305-485-4187
Janlis MS, LLC, Moss Point Pascagoula, MS, 2318 Arriviste Way Pensacola, 32504 850-551-0174
Starkville Hotel Group I, LLC, Starkville, MS, 3500 Lenox, Suite 625 Atlanta, 30326 404-953-4955

MISSOURI

PHVIF Columbia, LLC, Columbia, MO, 3500 Lenox Road, Suite 625 Atlanta, MISSOURI 30326 404-497-4115
Pramukhraj Farmington LLC, Farmington, MO, 7319 Native Oak Lane Irving, 75063 760-617-0800

EXHIBIT B

Drury Development Corporation, St. Louis-Airport, MO, 721 Emerson Road, Suite 200 St. Louis, 63141

MONTANA

Helena Hospitality, LLC, Helena, MT, 1182 Triple Tree Road Bozeman, MONTANA 59715 775-527-1898

NEVADA

YC FERNLEY HOTEL LLC, Fernley, NV, 5851 S. Virginia Street Reno, NEVADA 89502 775-815-7500

NEW YORK

Lake Erie Hotel LLC, Dunkirk, NY, 43 Plafsky Drive Edison, NEW YORK 08817 732-404-7047

SEAPORT T.R.S., LLC, Manhattan-Seaport-Financial District, NY, 100 Saint Paul St., Suite 800 Denver, 80206 720-428-6509

RPH Hotels 51st Street Owner, LLC, Manhattan-Times Square North, NY, 3399 Peachtree Road, Suite 1200 Atlanta, 30326 404-239-5210

NEW YORK

CNI THL OPS, LLC & CNI THL PROPCO FE, LLC, Binghamton Johnson City, NY, 545 E. Carpenter Freeway, Suite 1400 Irving, NEW YORK 75062 612-388-6271

Millennium Hospitality, LLC, Clifton Park, NY, 620 Plank Road Clifton Park, 12065 518-373-2345

Lake Street Hotel, LLC, Geneva, NY, 10 Dewey Avenue Gorham, 14461 585-526-6355

TMHCR 48th Street LLC, New York Times Square, NY, 420 Great Neck Road Great Neck, 11021 516-773-9300

NORTH CAROLINA

JCCC, Inc., Cherokee, NC, PO Box 523 Cherokee, NORTH CAROLINA 28719 828-736-2984

Barker and Daly, L.L.C., Eden, NC, 108 State Street, Suite 300 Greensboro, 27408 228-392-6265

Greenville Prime Investors II, LLC, Greenville, NC, 203 SW Greenville Blvd Greenville, 27834 252-321-8780

HIRN Hotel, Inc., Raleigh Capital Blvd North, NC, 5920 S. Miami Blvd, Suite 102 Moresville, 27560 919-872-3507

OHIO

Supreme Bright Ohio V, LLC, Akron Fairlawn, OH, 591 West Putnam Avenue Greenwich, OHIO 06830 203-485-5115

CNI THL OPS, LLC, Dayton Fairborn Wright AFB, OH, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271

Supreme Bright Ohio V, LLC, Mansfield-Ontario, OH, 591 West Putnam Avenue Greenwich, 06830 203-485-5115

5145 Corporation, Richfield, OH, 4860 Brecksville Road Richfield, 44286 330-659-6662

Supreme Bright Ohio V, LLC, Youngstown Boardman, OH, 591 West Putnam Avenue Greenwich, 06830 203-485-5118

Youngstown Hospitality, LLC, Youngstown-North, OH, 3550 Morefield Road Hermitage, 16148 724-418-1550

PENNSYLVANIA

Plymouth Meeting Holdings, LLC, Philadelphia Plymouth Meeting, PA, 390 RXR Plaza Uniondale, PENNSYLVANIA 11556 516-882-1662

High Hotels, Ltd., York, PA, 1853 William Penn Way Lancaster, 17065 717-293-4444

SOUTH CAROLINA

LEI-BREI Charlotte Operating Company, LLC, Columbia Northeast Fort Jackson, SC, 11755 Wilshire Boulevard, Suite 1350 Los Angeles, SOUTH CAROLINA 90025 31-051-4315

SOUTH DAKOTA

Chrisbro, L.L.C., Rapid City, SD, 516 5th Street Rapid City, SOUTH DAKOTA 57701

EXHIBIT B

TENNESSEE

HIMC, LLC, Memphis Collierville, TN, 850 Ridge Lake Blvd, Suite 401 Memphis, TENNESSEE 38120 901-312-1351
CNI THL OPS, LLC, Memphis Walnut Grove Baptist East, TN, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
Ernst Hospitality Corporation, Springfield, TN, 133 Indian Lake Road, Suite 201 Hendersonville, 37075 615-826-0900

TEXAS

CNI THL OPS, LLC & CNI THL PROPCO FE, LLC, Houston Hobby Airport, TX, 545 E. Carpenter Freeway, Suite 1400 Irving, TEXAS 75062 612-388-6271
Supreme Bright Texas VIII, LLC, Houston Stafford, TX, 591 West Putnam Avenue Greenwich, 06830 203-485-5115
KRNS, L.C., Killeen, TX, 398 Rolling Hills Drive Killeen, 76543 254-681-7336
CNI THL OPS, LLC, Laredo, TX, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
H&S ALANG, LLC, Pearsall, TX, 4455 Druid Hills Drive Frisco, 75034 972-603-5584
Krishna Victoria LLC, Victoria, TX, 7118 Cresta Bulivar San Antonio, 78256 254-214-0958

UTAH

Millrock Hotel Partners, Salt Lake City Cottonwood, UT, 762 West Heritage Park Blvd. Layton, UTAH 84041 801-416-4116

VIRGINIA

4800 Hotel Properties, LLC, Alexandria Pentagon South, VA, 3887 Plaza Drive Fairfax, VIRGINIA 22030 703-385-3603
Cox II, LLC, Richmond West Innsbrook, VA, 300 East Franklin Street Richmond, 23229 804-777-9000
Highlands of Warrenton, L.L.C., Warrenton, VA, 6400 Fox Mill Road Oakton, 22124 703-620-2440

WEST VIRGINIA

HIT Portfolio I HIL TRS, LLC, Beckley, WV, 11325 Random Hills Road, Suite 360 Fairfax, WEST VIRGINIA 22030 571-286-6884

WISCONSIN

2622 Craig Road Holdings, LLC, Eau Claire, WI, 110 N Wacker Drive, Suite 3400 Chicago, WISCONSIN 60603 312-324-8540
OAB GreenBay Hotel, LLC, Green Bay, WI, 525 Lake Avenue, Suite 100 Duluth, 55802 218-628-2700
Aamay Sheboygan LLC, Sheboygan, WI, 1135 Buck Rd Rossford, 43460 419-560-4843

EXHIBIT B

HAMPTON INN & SUITES

ALABAMA

Tutwiler Hotel Holdings LLC, Birmingham Downtown Tutwiler, AL, 4275 Executive Square, Suite 1020 La Jolla, ALABAMA 92037 858-777-0109

ARIZONA

VIRTUA CRISMON HOTEL, LLC, Mesa Mountain Vista, AZ, 17470 N. Pacesetter Way Scottsdale, ARIZONA 85255 619-728-5613
EMPOWER METRO CENTER LLC, Phoenix North, AZ, 1230 Rosecrans Avenue, Suite 300 Manhattan Beach, 90266 310-699-2983
PHVIF III Tempe, LLC, Phoenix Tempe, AZ, 3500 Lenox Road, Suite 625 Atlanta, 30326 404-953-4955

CALIFORNIA

Castleblack Lancaster Operator, LLC, Lancaster, CA, 545 E. Carpenter Freeway, Suite 1400 Irving, CALIFORNIA 75062 612-388-6271
AISHAN, LLC, Los Angeles County Hospital, CA, 19318 Bloomfield Ave. Cerritos, 90703 310-918-2034
BRE Polygon Property Owner LLC, Moreno Valley, CA, 345 Park Avenue New York, 10154 212-583-5059
Castleblack Palmdale Operator, LLC, Palmdale, CA, 545 E. Carpenter Freeway, Suite 1400 Irving, 75062 612-388-6271
QSSC LLC, San Clemente, CA, 42 Corporate Park, Suite 200 Irvine, 92606 714-427-4343
Leo & Lanise Burke, Tahoe Truckee, CA, 2488 Maggio Circle Lodi, 95240 209-333-0996
BKD HOLDINGS, Vacaville/Napa Valley Area, CA, 2613 Hallmark Drive Belmont, 94002

FLORIDA

BCORE Select Raven 1 TRS LLC, Clearwater St. Petersburg Ulmerton Road, FL, 345 Park Avenue New York City, FLORIDA 10154 212-583-5059
LVP HMI Ft. Lauderdale Holding Corp., Ft. Lauderdale Airport South Cruise Port, FL, 1985 Cedar Bridge Avenue Lakewood, 08701 732-987-8678
Shivyog, LLC, Ruskin I75, FL, 8327 Old Town Drive Tampa, 33647 616-405-1257
Pharos SharpVue Vilano Beach Hotel, LLC, St. Augustine Vilano Beach, FL, 320 S. tryon Street, Suite 202 Charlotte, 28202 704-333-1818

GEORGIA

BPR Camp Creek LLC, Atlanta Airport West/Camp Creek Pkwy, GA, 2845 Penny Road, Suite 140 High Point, GEORGIA 27265 336-294-2353
KRE HIP Hptn Duluth Owner, LLC, Atlanta Duluth Gwinnett County, GA, 555 California Street, 50th Floor San Francisco, 94104 212-750-8300
PHVIF II Jekyll Island, LLC, Jekyll Island, GA, 3500 Lenox Road, Suite 625 Atlanta, 30326 404-497-4111

ILLINOIS

Deer Park Hotel LLC, Chicago/Deer Park, IL, 1290 N. Clybourn Avenue Chicago, ILLINOIS 60610 312-642-2300

INDIANA

CNI THL OPS, LLC, Fort Wayne – North, IN, 545 E. Carpenter Freeway, Suite 1400 Irving, INDIANA 75062 612-388-6271
Brownsburg Lodging Associates, LLP, Indianapolis-Brownsburg, IN, 5701 Progress Road Indianapolis, 46241 317-413-6827

MICHIGAN

Alpine Flint, L.L.C., Flint/Grand Blanc, MI, 1451 Lake Drive Grand Rapids, MICHIGAN 49516 989-859-7316

MINNESOTA

SW Oakdale, LLC, St. Paul Oakdale Woodbury, MN, 19700 Fairchild Road, Suite 180 Irvine, MINNESOTA 92612 200-600-6735

EXHIBIT B

NEW JERSEY

Mt Holly Hospitality LLC, Westampton Mount Holly, NJ, 25 Glenn Oaks Court Old Bridge, NEW JERSEY 08857 973-420-5318

NORTH CAROLINA

LEI-BREI Charlotte Operating Company, LLC, Charlotte Arrowood Rd, NC, 11755 Wilshire Boulevard, Suite 1350 Los Angeles, NORTH CAROLINA 90025 310-571-4315

Phillips Place Hotel Investors, LLC, Charlotte South Park at Phillips Place, NC, 6700 Phillips Place Court Charlotte, 28210 704-319-5700

OHIO

Sunrise Hospitality, Inc., Mansfield-South @ I-71, OH, 719 Earick Road Mansfield, OHIO 44903 419-340-1007

Robert Nofar, Marion, OH, 50558 Drakes Bay Drive Novi, 48374 248-787-6511

OKLAHOMA

Shiv Management LLC, Pauls Valley, OK, 3048 North Grand Blvd. Oklahoma City, OKLAHOMA 73107 403-820-9832

PENNSYLVANIA

Daniel J. Millett, Allentown Fogelsville, PA, 100 Old Lackawanna Trail Road Clarks Summit, PENNSYLVANIA 18411 570-586-7050

Harmarville Hotel Associates, LP, Harmarville, PA, 375 Southpointe Blvd., Suite 340 Canonsburg, 15317 724-743-7722

CH Wilmington, LLLC, Hershey Near The Park, PA, 268 E. Main Street Newark, 19711 302-438-4504

ASMO Pittsburgh Meadowlands LP, Pittsburgh Meadowlands, PA, 5404 Wisconsin Avenue Chevy Chase, 20815 202-370-7450

Aman Parekh, Shippensburg, PA, 765 Eisenhower Boulevard Harrisburg, 17111 717-919-1472

TENNESSEE

SREIT HI Knoxville OpCo, L.L.C., Knoxville Turkey Creek Farragut, TN, 100 Pine Street, Suite 3000 San Francisco, TENNESSEE 94111 415-247-1221

The Ephant Group-HIPF LLC, Pigeon Forge on the Parkway, TN, 5335 Central Avenue Pike Knoxville, 37912 865-999-0000

TEXAS

Austin VHR SPE, LLC, Austin @ The University Capitol, TX, 10370 richmond Avenue, Suite 150 Houston, TEXAS 77042 949-466-4604

Lakeway Hospitality, LP, Austin Lakeway, TX, 6403 US 290 West Austin, 78735 512-590-9957

Space506 LLC, Houston Clear Lake NASA Area, TX, 7230 West Harry Street Wichita, 67209 925-250-2246

LXG Cypress, LLC, Houston -Cypress Station, TX, 3949 Ann Arbor Drive Houston, 77063 832-607-3210

LBBHI Development, L.P., Lubbock Southwest, TX, 6108 Homestead Midland, 79707 432-967-3325

HI Schertz LLC, Schertz, TX, 405 State Highway 121, Suite C-140 Lewisville, 75067 469-208-1872

VIRGINIA

Midtown L.L.C., Charlottesville-at Univ., VA, 1430 Rolkin Court, Suite 301 Charlottesville, VIRGINIA 22911 804-971-8996

AMDM II, LLC, Fredericksburg South, VA, 155 East 55th Street New York, 10022 212-753-3232

WASHINGTON

Ferguson Hotel Development, LLC, Moses Lake, WA, 1 Victory Drive, Suite 200 Liberty, WASHINGTON 64068 816-781-2520

WISCONSIN

Wisconsin Ave. Partners LLC, Milwaukee Downtown, WI, 999 Waterside Drive, Suite 2525 Norfolk, WISCONSIN 23510 757-777-3702

EXHIBIT C



Hilton Franchise Holding LLC

Financial Statements

For the years ended December 31, 2023, 2022 and 2021



Hilton Franchise Holding LLC
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Report of Independent Auditor

To the Member
Hilton Franchise Holding LLC
McLean, Virginia

Opinion

We have audited the accompanying financial statements of Hilton Franchise Holding LLC (the “Company”) which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of comprehensive income and member’s equity and cash flows for the years ended December 31, 2023, 2022, and 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years ended December 31, 2023, 2022, and 2021, 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. 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 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 from 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 within one year after the date 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 from 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 generally accepted auditing standards 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 generally accepted auditing standards, 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.
- 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 audits.

Cherry Bekaert LLP

Tysons Corner, Virginia
March 22, 2024

Hilton Franchise Holding LLC
Balance Sheets
(in thousands)

	December 31,	
	2023	2022
ASSETS		
Current Assets:		
Cash	\$ 5,348	\$ 99
Accounts receivable, net	127,999	121,757
Due from Hilton affiliates related to franchise deposits	18,885	18,812
Financing receivables, net	19,683	14,644
Other receivables due from Hilton affiliates	768,478	798,861
Other	77	23
Total current assets	<u>940,470</u>	<u>954,196</u>
Non-current Assets:		
Franchise contracts, net	238,533	200,464
Financing receivables, net	4,140	9,159
Other	4	89
Total non-current assets	<u>242,677</u>	<u>209,712</u>
TOTAL ASSETS	<u><u>\$ 1,183,147</u></u>	<u><u>\$ 1,163,908</u></u>
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Franchise deposits	\$ 18,885	\$ 18,812
Current portion of deferred revenues	37,811	33,833
Current franchise contract acquisition costs payable	9,041	3,541
Other	395	385
Total current liabilities	<u>66,132</u>	<u>56,571</u>
Deferred revenues	486,418	444,266
Franchise contract acquisition costs payable	8,575	845
Other	5,568	163
Total liabilities	<u>566,693</u>	<u>501,845</u>
Commitments and contingencies - see Note 6		
Member's Equity:		
Contributed capital	310,000	310,000
Retained earnings	541,365	569,084
Due from Hilton affiliates	(234,911)	(217,020)
Accumulated other comprehensive loss	—	(1)
Total member's equity	<u>616,454</u>	<u>662,063</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u><u>\$ 1,183,147</u></u>	<u><u>\$ 1,163,908</u></u>

See notes to financial statements.

Hilton Franchise Holding LLC
Statements of Comprehensive Income and Member's Equity
(in thousands)

	Year Ended December 31,		
	2023	2022	2021
Revenues			
Franchise royalty fees	\$ 1,331,169	\$ 1,184,827	\$ 841,434
Franchise sales and change of ownership fees	43,294	39,881	33,930
Franchise termination fees and other	2,434	4,757	7,920
Total revenues	1,376,897	1,229,465	883,284
Expenses			
Operating expenses	861	529	379
Provision for (recovery of) credit losses	4,430	(2,483)	(433)
Amortization expense	414	410	69
Total expenses	5,705	(1,544)	15
Operating income	1,371,192	1,231,009	883,269
Non-operating income, net	1,217	2,503	2,034
Income before taxes	1,372,409	1,233,512	885,303
Foreign tax expense	(128)	(70)	(134)
Net income	1,372,281	1,233,442	885,169
Other comprehensive income (loss):			
Currency translation adjustment	1	6	(13)
Total other comprehensive income (loss)	1	6	(13)
Comprehensive income	\$ 1,372,282	\$ 1,233,448	\$ 885,156
Member's equity, beginning of year⁽¹⁾	\$ 662,063	\$ 998,579	\$ 95,979
Comprehensive income	1,372,282	1,233,448	885,156
Distribution of retained earnings to Hilton affiliates	(1,400,000)	(1,550,000)	(5,300,000)
Decrease (increase) in due from Hilton affiliates	(17,891)	(19,964)	5,317,444
Member's equity, end of year	\$ 616,454	\$ 662,063	\$ 998,579

⁽¹⁾ For additional information on the components of member's equity, including the activity during the years ended December 31, 2023, 2022 and 2021, see Note 7: Related Party Transactions.

See notes to financial statements.

Hilton Franchise Holding LLC
Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2023	2022	2021
Operating Activities:			
Net income	\$ 1,372,281	\$ 1,233,442	\$ 885,169
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of contract acquisition costs	12,897	11,972	9,031
Amortization expense	414	410	69
Franchise contract acquisition costs, net of refunds	(37,185)	(41,991)	(59,592)
Changes in operating assets and liabilities:			
Accounts receivable, net	(5,787)	(8,139)	(32,795)
Other receivables due from Hilton affiliates	30,383	335,087	4,223,383
Other current assets	(54)	(23)	—
Other current liabilities	10	(1,542)	1,470
Change in other non-current assets	85	(3)	(4,362)
Change in deferred revenues	46,130	42,148	30,955
Change in other long-term liabilities	5,405	(62)	225
Other	(1,470)	(1,412)	(10,256)
Net cash provided by operating activities	<u>1,423,109</u>	<u>1,569,887</u>	<u>5,043,297</u>
Investing Activities:			
Issuance of financing receivables	—	—	(3,234)
Net cash used in investing activities	<u>—</u>	<u>—</u>	<u>(3,234)</u>
Financing Activities:			
Settlement of capital contribution due from Hilton affiliates	—	—	300,000
Distribution of retained earnings to Hilton affiliates	(1,400,000)	(1,550,000)	(5,300,000)
Increase in due from Hilton affiliates	(17,891)	(19,964)	(39,887)
Net cash used in financing activities	<u>(1,417,891)</u>	<u>(1,569,964)</u>	<u>(5,039,887)</u>
Effect of exchange rate changes on cash	31	(3)	(20)
Net increase (decrease) in cash	<u>5,249</u>	<u>(80)</u>	<u>156</u>
Cash, beginning of year	<u>99</u>	<u>179</u>	<u>23</u>
Cash, end of year	<u>\$ 5,348</u>	<u>\$ 99</u>	<u>\$ 179</u>
Supplemental Disclosures:			
Non-cash operating activities:			
Decrease (increase) in due from Hilton affiliates related to franchise deposits	\$ (73)	\$ 2,707	\$ (10,212)
Increase (decrease) in franchise deposits	73	(2,707)	10,212
Reclassification of receivables previously not expected to be repaid	—	—	(5,357,331)
Non-cash financing activities:			
Reclassification of receivables previously not expected to be repaid	—	—	5,357,331

See notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

Note 1: Organization

Hilton Franchise Holding LLC ("we," "us," "our" or the "Company") is a Delaware limited liability corporation that was formed on September 12, 2007 and began operations on October 11, 2007. The Company is a franchisor of the Hilton family of brands within the United States ("U.S."), territories of the U.S. and Thailand for franchise contracts executed or amended subsequent to October 24, 2007. We are a wholly owned subsidiary of Hilton Domestic Operating Company Inc. (the "Parent"), whose equity is indirectly held by Hilton Worldwide Holdings Inc. ("Hilton").

We license intellectual property ("IP"), including brand names, trademarks and service marks, from a wholly owned affiliate of Hilton on a royalty free basis and then license the use of this IP to third-party hotel owners under long-term franchise contracts.

Note 2: Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

Use of Estimates

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates.

Reclassifications

Certain prior period balances were reclassified to conform to current year presentation, including franchise contract acquisition costs payable, which was previously presented in other long-term liabilities. Additionally, provision for (recovery of) credit losses, was previously presented separately from other expense categories, but has been reclassified to be included within total expenses, to conform to current year presentation. This reclassification had no impact on operating income or net income.

COVID-19 Pandemic

Although our results for the year ended December 31, 2022 included a strong recovery from the COVID-19 pandemic when compared to the same period in 2021, the Omicron variant of COVID-19 limited the recovery of our business during the beginning of that period. As such, the results for the year ended December 31, 2023 reflect improvement in comparison to the year ended December 31, 2022, when considering the pandemic. However, our growth when comparing 2023 to 2022 is more normalized than it was during the height of the pandemic and our subsequent recovery. Additionally, given the impacts of the pandemic on prior periods, the improvement in our results during the year ended December 31, 2023 is not necessarily indicative of future performance or future growth patterns.

Summary of Significant Accounting Policies

Revenue Recognition

Revenues are primarily derived from franchise contracts with third-party hotel owners. Our primary performance obligation in connection with these franchise contracts is related to IP licenses, which grant the right to access our IP, including brand IP, reservations systems and property management systems. This performance obligation is considered to be a series of distinct services transferred over time, for which we receive variable consideration through our franchise royalty fees. While the underlying activities may vary from day to day, the nature of the commitments are the same each day, and the hotel owner can independently benefit from each day's services. We may also receive fixed consideration in connection with other types of fees. We allocate the variable fees to the distinct services to which they relate by applying the prescribed variable consideration allocation guidance, and we allocate fixed consideration to the related performance obligations based on their estimated standalone selling prices. The terms of the fees earned under the contract relate to a specific outcome of providing the services (e.g., hotel room sales) to satisfy the performance obligations. Using time as a measure of progress, we recognize fee revenue in the period earned per the terms of the contract. We do not typically include extended payment terms in our contracts with customers.

Our revenues consist of the following:

- *Franchise royalty fees* are generally based on a percentage of the hotel's monthly gross room revenue and, in some cases, may also include a percentage of gross food and beverage revenues and other revenues, as applicable. These fees are typically billed and collected monthly, and revenue is generally recognized as services are provided. Consideration paid or anticipated to be paid to incentivize hotel owners to enter into franchise contracts with us is amortized over the life of the applicable contract as a reduction to franchise royalty fees.
- *Franchise sales and change of ownership fees* include application, initiation and other fees that are charged when: (i) new hotels enter our system; (ii) there is a change of ownership of a hotel; or (iii) contracts with hotels already in our system are extended. These fees are typically fixed and collected upfront and are recognized as revenue over the term of the franchise contract. We do not consider this advance consideration to include a significant financing component, since it is used to protect us from the hotel owner failing to adequately complete some or all of its obligations under the contract, including establishing and maintaining the hotel in accordance with our standards.
- *Franchise termination fees* are charged in connection with the termination of a franchise contract by the hotel owner. We recognize termination fees in the period in which the payment is received if there is no further service to be provided due to the uncertainty of collection associated with the termination of the relationship with the hotel owner.

Accounts Receivable and Financing Receivables

Our accounts receivable primarily consist of amounts due from the hotel owners with whom we have franchise contracts. Our financing receivables consist of loans made to certain owners of franchised hotels. An allowance for credit losses is provided on these financial instruments. Our expected credit losses are based on historical collection activity, the nature of the financial instrument and current and forecasted business conditions.

The allowances for credit losses on our primary financial instruments were as follows:

	December 31,	
	2023	2022
	(in thousands)	
Accounts receivable, current	\$ 7,339	\$ 3,572
Financing receivables, current	383	282
Financing receivables, non-current	367	129

Franchise Contracts

We capitalize consideration paid to incentivize hotel owners to enter into franchise contracts with us as contract acquisition costs and, together with other incremental costs to obtain franchise contracts, as franchise contracts, net in our balance sheets. Franchise contracts are amortized using the straight-line method over their respective estimated useful lives, which is the contract term, generally including any extension periods that are at our sole option, and are generally 10 to 20 years.

Amortization begins on the opening date of the hotel to which the franchise contract relates or the contract execution date, whichever is later. Amortization of franchise contract acquisition costs is recognized as a reduction to franchise royalty fees and amortization of costs to obtain franchise contracts is recognized as amortization expense in our statements of comprehensive income and member's equity. Cash flows for both contract acquisition costs and costs to obtain a contract are included as operating activities in our statements of cash flows. We evaluate the carrying value of our franchise contracts for indicators of impairment, and, if such indicators exist, we perform an analysis to determine the recoverability of the asset carrying value by comparing the expected undiscounted future cash flows to the net carrying value of the asset. If the carrying value of the asset is not recoverable and it exceeds the estimated fair value of the asset, we recognize an impairment loss in our statement of comprehensive income and member's equity for the amount by which the carrying value exceeds the estimated fair value.

Franchise Deposits

Franchise deposits represent application, initiation and other fees that are collected at the time a hotel owner applies for a franchise license. These amounts are recorded as a current liability until the fees become non-refundable, at which time they are reclassified to deferred revenues. If the franchise application is not approved, the fee is recorded as an other current liability in our balance sheet until it is refunded to the applicant, less processing fees, if applicable.

Contract Liabilities

Contract liabilities relate to non-refundable advance consideration received from hotel owners for application, initiation and other fees reclassified from franchise deposits. This consideration received from hotel owners is recognized over the term of the related contract. Our contract liabilities are presented as deferred revenues in our balance sheets.

Fair Value Measurements - Valuation Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date (i.e., an exit price). We use the three-level valuation hierarchy for classification of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from independent sources. Unobservable inputs are inputs that reflect our own assumptions about the data market participants would use in pricing the asset or liability developed based on the best information available to us in the specific circumstances. The three-tier hierarchy of inputs is summarized below:

- Level 1 - Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 - Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.
- Level 3 - Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

The classification of assets and liabilities within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement in its entirety. Proper classification of fair value measurements within the valuation hierarchy is considered each reporting period. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

Estimates of the fair values of our financial instruments and nonfinancial assets are determined using available market information and appropriate valuation methods. Considerable judgment is necessary to interpret market data and develop the estimated fair values and the classification within the valuation hierarchy. We have not elected the fair value measurement option for any of our financial assets or liabilities.

Note 3: Franchise Contracts

Franchise contracts, net was as follows:

	December 31, 2023		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
	(in thousands)		
Contract acquisition costs	\$ 287,958	\$ (54,374)	\$ 233,584
Costs to obtain contracts	7,256	(2,307)	4,949
	<u>\$ 295,214</u>	<u>\$ (56,681)</u>	<u>\$ 238,533</u>

	December 31, 2022		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
	(in thousands)		
Contract acquisition costs	\$ 241,600	\$ (46,148)	\$ 195,452
Costs to obtain contracts	6,905	(1,893)	5,012
	<u>\$ 248,505</u>	<u>\$ (48,041)</u>	<u>\$ 200,464</u>

Amortization of our franchise contracts was as follows:

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
Recognized as a reduction of franchise royalty fees	\$ 12,897	\$ 11,972	\$ 9,031
Recognized in amortization expense	414	410	69

Note 4: Fair Value Measurements

The fair values of our financial assets and liabilities are estimated to be equal to their carrying values as of December 31, 2023 and 2022.

Note 5: Income Taxes

Certain U.S. territories require the taxation of payments made for franchise licensing and certain other fees to foreign domiciled entities, which includes those in the U.S. The taxation rates for these payments vary by jurisdiction and in some cases may be exempt from any withholding of taxes based on cross-jurisdictional tax relief agreements. In circumstances where we are subject to a tax on payments made for franchise licensing and certain other fees, the franchisee is responsible for the withholding and remittance of these foreign taxes to the local taxing authority. Taxes related to franchise fees are presented as foreign tax expense in our statements of comprehensive income and member's equity. Taxes that have been withheld that have not been remitted to the local taxing authority are presented as other current liabilities in our balance sheets.

No provision is made in our accounts for U.S. income taxes because for U.S. income tax purposes, we are treated as a disregarded entity and all items of taxable income and expense are included in the computation of taxable income of Hilton. The results of operations reflected in the accompanying statements of comprehensive income and member's equity may differ from amounts reported in Hilton's federal income tax returns because of differences in accounting policies adopted for financial and tax reporting purposes.

Note 6: Commitments and Contingencies

Certain of Hilton's debt obligations, which mature from 2025 to 2032, are unconditionally and irrevocably guaranteed by certain Hilton direct or indirect wholly owned material domestic subsidiaries, which includes us. All of our assets and franchise contracts have been pledged as collateral for the term of the debt agreements. We did not record a guarantee liability related to these guarantees as of December 31, 2023 and 2022 due to the nature of the parent and subsidiary relationship between us and Hilton.

From time to time, we are involved in various claims and lawsuits arising in the ordinary course of business, some of which could include claims for substantial sums. While the ultimate results of claims and litigation cannot be predicted with certainty, we expect that the ultimate resolution of all pending or threatened claims and litigation as of December 31, 2023 will not have a material adverse effect on our financial position, results of operations or cash flows.

Note 7: Related Party Transactions

We maintain intercompany balances with Hilton affiliates, which are the result of Hilton's centralized cash management system. One of these balances relates to franchise deposits, which are collected on our behalf by Hilton affiliates and deposited into a lockbox account to which we have no access. Amounts due from Hilton affiliates related to franchise deposits, if any, are reflected as an asset and are payable to us upon demand. Prior to the year ended December 31, 2021, the remaining balances due from Hilton affiliates represented amounts that were not expected to be repaid. During the year ended December 31, 2021, we determined that certain receivables from related parties, that were previously not expected to be repaid, would be repaid through periodic settlements with simultaneous distributions of our retained earnings to Parent. As such, we reclassified these amounts from due from Hilton affiliates to other receivables due from Hilton affiliates. We expect to continue to settle certain amounts due from Hilton affiliates, with amounts that are expected to be settled within twelve months from the date of the balance sheet recorded as a current asset. Amounts due from Hilton affiliates that are not expected to be repaid are reflected as a component of member's equity.

During the years ended December 31, 2023, 2022 and 2021, we settled \$1.4 billion, \$1.55 billion and \$5.3 billion of other receivables due from Hilton affiliates, respectively, and simultaneously distributed \$1.4 billion, \$1.55 billion and \$5.3 billion, respectively, of our retained earnings to Parent. These settlements of other receivables due from Hilton affiliates are presented as operating activities and the distributions of retained earnings are presented as financing activities in our statements of cash flows for the years ended December 31, 2023, 2022 and 2021.

We have an operator agreement with a Hilton affiliate which entitles the Hilton affiliate to receive a reasonable fee as compensation to be established from time to time. For the years ended December 31, 2023, 2022 and 2021, no compensation was provided to the Hilton affiliate.

Note 8: Subsequent Events

We have evaluated all subsequent events through March 22, 2024, the date that the financial statements were available to be issued.

EXHIBIT D

Brand Codes Used in the Franchise Agreement

Canopy by Hilton	PY
Curio Collection by Hilton	QQ
DoubleTree by Hilton/DoubleTree Suites by Hilton	DT
Embassy Suites by Hilton	ES
Hampton Inn by Hilton/Hampton Inn & Suites by Hilton	HAM
Hilton Hotels & Resorts	HFS
Hilton Garden Inn	HGI
Home2 Suites by Hilton	H2
Homewood Suites by Hilton	HWS
LivSmart Studios by Hilton	EY
LXR Hotels & Resorts	OL
Motto by Hilton	UAB
Spark by Hilton	PE
Tapestry by Hilton	UP
Tempo by Hilton	PO
Tru by Hilton	RU

FRANCHISE AGREEMENT

[ENTER HOTEL NAME AND CITY/STATE HERE]

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ADDENDUM TO FRANCHISE AGREEMENT

[IF KEY MONEY EXHIBIT _ – DEVELOPMENT INCENTIVE NOTE

[IF APPLICABLE EXHIBIT _ – SHARED FACILITIES ADDENDUM

[IF JURISDICTION APPLIES EXHIBIT _ [CA, HI, IL, MD, MN, ND, NY, PR, RI, VA, WA] –
STATE/TERRITORY ADDENDA

[ONLY IF NOT A RADIUS EXHIBIT _ RESTRICTED AREA MAP

[IF APPLICABLE EXHIBIT _ PROPERTY IMPROVEMENT PLAN

[IF APPLICABLE EXHIBIT _ EFOREA SPA AMENDMENT

[IF APPLICABLE EXHIBIT _ RESTAURANT BRAND AMENDMENT

FRANCHISE AGREEMENT

This Franchise Agreement is entered between Hilton Franchise Holding LLC (“we,” “us,” “our” or “Franchisor”) and the Franchisee set forth in the Addendum (“you,” “your” or “Franchisee”), and is dated as of the Effective Date. We and you may collectively be referred to as the “Parties.”

INTRODUCTION

We are an Affiliate of Hilton Worldwide. Hilton Worldwide and its Affiliates own, license, lease, operate, manage and provide various services for the Network. We are authorized to grant licenses for selected, first-class, independently owned or leased hotel properties, to operate under the Brand. You have expressed a desire to enter into this Agreement with us to obtain a license to use the Brand in the operation of a hotel at the address or location described in the Addendum.

NOW, THEREFORE, in consideration of the premises and the undertakings and commitments of each Party to the other Party in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS

The following capitalized terms will have the meanings set forth after each term:

“**Affiliate**” means any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the subject entity.

“**Agreement**” means this Franchise Agreement, including any exhibits, attachments and addenda.

“**Anti-Corruption Laws**” means all applicable anti-corruption, anti-bribery, anti-money laundering, books and records, and internal controls laws.

“**Brand**” means the brand name set forth in the Addendum.

“**Chain Code**” means the code that we use to identify the Brand within our Reservation Service. We may modify, remove, or replace the Chain Code for the Brand at any time in our discretion.

“**Change of Ownership Application**” means the application that is submitted to us by you or the Transferee for a new franchise agreement in connection with a Change of Ownership Transfer.

“**Change of Ownership Transfer**” means any proposed Transfer that results in a change of Control of Franchisee, the Hotel, or the Hotel Site and is not otherwise permitted by this Agreement, all as set out in Subsection 12.2.2.

“**Competing Brand**” means a hotel brand or trade name that, in our sole business judgment, competes with the System, or any System Hotel or Network Hotel.

“**Competitor**” means any individual or entity that, at any time during the Term, whether directly or through an Affiliate, owns in whole or in part, or is the licensor or franchisor of a Competing Brand, irrespective of the number of hotels owned, licensed or franchised under such Competing Brand name. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand hotel, so long as the individual or entity is not the exclusive manager of the Competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its Affiliates is an officer, director, or employee of the Competing Brand, provides services (including as a consultant) to the Competing Brand, or exercises, or has the right to exercise, Control over the business decisions of the Competing Brand.

“Construction Commencement Date” means the date set out in the Addendum, if applicable, by which you must commence construction of the Hotel. For the Hotel to be considered under construction, you must have begun to pour concrete foundations for the Hotel or otherwise satisfied any site-specific criteria for “under construction” set out in the Addendum.

“Construction Work” means all necessary action for the development, construction, renovation, furnishing, equipping and implementation of the Plans and Designs for the Hotel.

“Construction Work Completion Date” means the date set out in the Addendum, if applicable, by which you must complete construction of the Hotel.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major policy decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Controlling Affiliate” means an Affiliate that directly or indirectly Controls the Hotel and/or Controls the entity that Controls the Hotel.

“Designs” means your plans, layouts, specifications, drawings and designs for the proposed furnishings, fixtures, equipment, signs and décor of the Hotel that use and incorporate the Standards.

“Effective Date” means the date set out in the Addendum on which this Agreement becomes effective.

“Equity Interest” means any direct or indirect legal or beneficial interest in the Franchisee, the Hotel and/or the Hotel Site.

“Equity Owner” means the direct or indirect owner of an Equity Interest.

“Expiration Date” has the meaning set forth in Section 3.

“Force Majeure” means an event causing a delay in our or your performance that is not the fault of or within the reasonable control of the Party claiming Force Majeure. Force Majeure includes fire, floods, natural disasters, Acts of God, war, civil commotion, terrorist acts, any governmental act or regulation beyond such Party’s reasonable control. Force Majeure does not include your financial inability to perform, inability to obtain financing, inability to obtain permits, licenses, zoning variances or any other similar events unique to you, or the Hotel, or to general economic downturn or conditions.

“Government” or “Government Entity” means any: (i) agency, instrumentality, subdivision or other body of any national, regional, local or other government; (ii) commercial or similar entities owned or controlled by such government, including any state-owned and state-operated companies; (iii) political party; and (iv) public international organization.

“Government Official” means: (i) officers and employees of any Government; (ii) officers and employees of companies in which a Government owns an interest; (iii) any private person acting in an official capacity for or on behalf of any Government or Government Entity (such as a consultant retained by a government agency); (iv) candidates for political office at any level; (v) political parties and their officials; (vi) officers, employees, or official representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or International Monetary Fund).

[INSERT FOR HFS: “Gross Food and Beverage Revenue” means all revenues (including credit transactions whether or not collected) derived from food and beverage-related operations of the Hotel and associated facilities, and all banquet, reception and meeting room rentals, including all restaurants (unless leased to third-party operators), dining, bar, lounge and retail food and beverage services, at the actual rates charged, less allowances for any rebates and overcharges, and excluding any sales, hotel, entertainment or similar taxes collected from patrons or guests.

“Gross Receipts Tax” means any gross receipts, sales, use, excise, value added or any similar tax.

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

“Guarantor” means the person or entity that guaranties your obligations under this Agreement or any of Your Hotel Agreements.

“Guest Rooms” means each rentable unit in the Hotel generally used for overnight guest accommodations, the entrance to which is controlled by the same key, provided that adjacent rooms with connecting doors that can be locked and rented as separate units are considered separate Guest Rooms. The initial number of approved Guest Rooms is set forth in the Addendum.

“Hilton Worldwide” means Hilton Worldwide Holdings Inc., a Delaware corporation (NYSE:HLT).

“Hotel” means the property you will operate under this Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, and entry, exit, parking and other areas located on the Hotel Site we have approved for your business or located on any land we approve in the future for additions, signs, parking or other facilities.

“Hotel Site” means the real property on which the Hotel is located or to be located, as approved by us.

“Hotel Work” means Construction Work and/or Renovation Work, as the case may be, and the context requires.

“Hotel’s Average Monthly Royalty Fees” means: (a) if the Hotel has been operating for at least twenty-four (24) months, the quotient of all Monthly Royalty Fees due under this Agreement for the twenty-four (24) month period immediately preceding the month of termination (the **“Measurement Period”**) divided by twenty-four (24); and (b) if the Hotel has not been operating for at least twenty-four (24) months, the quotient of all Monthly Royalty Fees due under this Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date. Any temporary financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps, or fee waivers) are excluded from the calculation of Hotel’s Average Monthly Royalty Fees.

With respect to subsection (a) above, if a majority of the Guest Rooms were removed from service or regular Hotel operations were suspended during the Measurement Period for ninety (90) or more consecutive days (for any reason whatsoever, including Force Majeure) (a **“Business Interruption”**), the calendar month(s) in which the Business Interruption(s) occurred will be removed from the Measurement Period, and the Measurement Period will be extended earlier in time by one full calendar month for every whole or partial calendar month in which the Business Interruption(s) occurred. For the avoidance of doubt, if the application of this clause would lead to the Measurement Period being reduced to less than twenty-four (24) full calendar months, then the calculation in subsection (b) will apply.

“Improper Payment” means any transaction in violation of applicable Anti-Corruption Laws.

“Indemnified Parties” means us and our Affiliates, and our and their respective predecessors, successors, and assigns, and our and their respective officers, directors, members, managers, employees, and agents.

“Information” means all information we obtain from you or about the Hotel or its guests or prospective guests under this Agreement or under any agreement ancillary to this Agreement, including agreements

relating to the computerized reservation, revenue management, property management, and other systems we provide or require, or otherwise related to the Hotel. Information includes, but is not limited to, Operational Information, Proprietary Information, and Personal Information.

“Interim Remedy” has the meaning set forth in Subsection 13.3.

“Laws” means all public laws, statutes, ordinances, orders, rules, regulations, permits, licenses, certificates, authorizations, directions and requirements of all Governments and Government Entities having jurisdiction over the Hotel, Hotel Site or over Franchisee to operate the Hotel, which, now or hereafter, may apply to the construction, renovation, completion, equipping, opening and operation of the Hotel, including Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36.

“License” has the meaning set forth in Subsection 2.1.

[SELECT FOR ALL BRANDS EXCEPT OL: “Liquidated Damages” has the meaning set forth in Subsections 6.4.4 and 13.4. **[SELECT FOR OL: “Liquidated Damages”** has the meaning set forth in Subsection 6.4.4.

“Management Company” has the meaning set forth in Subsection 7.1.

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

“Manual” means all written compilations of the Standards. The Manual may take the form of one or more of the following: one or more loose-leaf or bound volumes; bulletins; notices; videos; CD-ROMS and/or other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or any other medium capable of conveying the Manual’s contents.

“Marks” means the Brand and all other business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress and trade names (whether registered or unregistered) used in the System.

“Monthly Fees” means, collectively, **[INSERT FOR HFS: the Monthly Food and Beverage Fee; the Monthly Program Fee and the Monthly Royalty Fee.**

[INSERT FOR HFS: “Monthly Food and Beverage Fee” means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

“Monthly Program Fee” means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

“Monthly Royalty Fee” means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

“Network” means the hotels, inns, conference centers, timeshare properties and other operations that Hilton Worldwide and its subsidiaries own, license, lease, operate or manage now or in the future.

“Network Hotel” means any hotel, inn, conference center, timeshare property or other similar facility within the Network.

“Opening Date” means the day on which we first authorize the opening of the facilities, Guest Rooms or services of the Hotel to the general public under the Brand.

“Operational Information” means all information concerning the Monthly Fees, other revenues generated at the Hotel, room occupancy rates, reservation data and other financial and non-financial information we require.

“Other Business(es)” means any business activity we or our Affiliates engage in, other than the licensing of the Hotel.

“Other Hotels” means any hotel, inn, lodging facility, conference center or other similar business, other than a System Hotel or a Network Hotel.

[INSERT FOR PE, RU, EY: “Package” means any specific grouping or selection of furniture, furnishings, fixtures, equipment, amenities, services and/or other supplies that we designate, which must be acquired together as one package, installed, and used at the Hotel.

“Permitted Transfer” means any Transfer by you or your Equity Owners that does not result in a change of Control of you, the Hotel, or the Hotel Site, as specified in Section 12.2 of this Agreement.

“Person(s)” means a natural person or entity.

“Personal Information” means any information that: (i) can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

“PIP” means property improvement plan.

“PIP Fee” means the fee we charge for creating a PIP.

“Plans” means your plans, layouts, specifications, and drawings for the Hotel that use and incorporate the Standards.

“Principal Mark” is the Mark identified as the Principal Mark in the Addendum.

“Privacy Laws” means any international, national, federal, provincial, state, or local law, code, rule or regulation that regulates the processing of Personal Information in any way, including data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules.

“Proprietary Information” means all information or materials concerning the methods, techniques, plans, specifications, procedures, data, systems and knowledge of and experience in the development, operation, marketing and licensing of the System, including the Standards and the Manuals, whether developed by us, you, or a third party.

“Publicly Traded Equity Interest” means any Equity Interest that is traded on any securities exchange or is quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc., or any of its successors.

“Renovation Commencement Date” means the date set out in the Addendum, if applicable, by which you must commence Renovation Work.

“Renovation Work” means the renovation and/or construction work, as the context requires, including purchasing and/or leasing and installation of all **[INSERT FOR PE, RU, EY: Packages,]** fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Manual, and any other **[INSERT FOR PE, RU, EY: Packages,]**

equipment, furnishings and supplies that we may require for you to operate the Hotel as set out in any PIP applicable to the Hotel.

“Renovation Work Completion Date” means any date set out in the Addendum by which you must complete Renovation Work.

“Reports” mean daily, monthly, quarterly and annual operating statements, profit and loss statements, balance sheets, and other financial and non-financial reports we require.

“Reservation Service” means the reservation service we designate in the Standards for use by System Hotels.

[INCLUDE ONLY IF RESTRICTED AREA PROVISION GRANTED: “Restricted Area Provision” has the meaning set forth in the Addendum.]

“Room Addition Fee” means a sum equal to the then-current Room Addition Fee charged for new System Hotels multiplied by the number of Additional Guest Rooms you wish to add to the Hotel in accordance with Subsection 6.6.3.

“Sanctioned Person” means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties’ performance of the Parties’ obligations under this Agreement.

“Securities” means any public offering, private placement or other sale of securities in you, the Hotel or the Hotel Site.

“Site” means domain names, the World Wide Web, the Internet, computer network/distribution systems, or other electronic communications sites, including mobile applications.

“Standards” means all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication. The Standards do not include any personnel policies or procedures that we may, at our option, make available to you. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel Site.

“System” means the elements, including know-how, that we designate to distinguish hotels operating worldwide under the Brand (as may in certain jurisdictions be preceded or followed by a supplementary identifier such as “by Hilton”) that provide to the consuming public a similar, distinctive, high-quality hotel service. The System currently includes: the Brand, the Marks, the Trade Name, and the Standards; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; and programs for our inspection of the Hotel and consulting with you.

“System Hotels” means hotels operating under the System using the Brand name and the Standards.

[DELETE FOR OL, PE, PO, UAB, EY: “System’s Average Monthly Royalty Fees” means the average Monthly Royalty Fees per Guest Room owed to us by all System Hotels in operation in the United States over the twelve (12) full calendar month period immediately preceding the month of termination (the **“System’s Average Measurement Period”**), multiplied by the number of approved Guest Rooms at the Hotel. Any temporary financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps, or fee waivers) are excluded from the calculation of System’s Average Monthly Royalty Fees. For the avoidance of doubt, any System Hotel that has not been in operation for at least twelve (12) full calendar months immediately preceding the month of termination is not included in determining the System’s Average Monthly Royalty Fees.

In calculating the System's Average Monthly Royalty Fees, if a Business Interruption occurred at any System Hotel(s) during the System's Average Measurement Period, then for such System Hotel(s) the calendar month(s) in which the Business Interruption(s) occurred will be removed from the System's Average Measurement Period, and the System's Average Measurement Period for such System Hotel(s) will be extended earlier in time by one full calendar month for every whole or partial calendar month in which the Business Interruption(s) occurred. If the application of this provision would lead to the System's Average Measurement Period for any System Hotel(s) being reduced to less than twelve (12) full calendar months, then the applicable System Hotel(s) will not be included in determining the System's Average Monthly Royalty Fees.

"**Term**" has the meaning set forth in Section 3.0.

[INSERT FOR OL: "Termination Fee" has the meaning set forth in Subsection 13.4]

"**Trade Name**" means the name of the Hotel set forth in the Addendum.

"**Trade Restrictions**" means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

"**Transfer**" means in all its forms, any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest.

"**Transferee**" means the proposed new franchisee resulting from a Transfer.

"**Your Hotel Agreements**" means any other agreement between you, or any of your Affiliates, and us, or any of our Affiliates, related to this Agreement, the Hotel and/or the Hotel Site.

[INSERT FOR OL, QQ, UP: "Your Marks" means any brand names, business names, copyrights, service marks, trademarks or trade names (whether registered or unregistered) developed or owned by you or your Affiliates, or licensed to you or your Affiliates by a third party other than us or our Affiliates, that are used as part of the Trade Name. [OR OPTIONAL INSERT FOR OL, QQ, UP TO IDENTIFY SPECIFIC OWNER MARK: Your Marks includes [_____].]

2.0 GRANT OF LICENSE

2.1 Non-Exclusive License. We grant to you and you accept a limited, non-exclusive License to use the Marks and the System during the Term at, and in connection with, the operation of the Hotel in accordance with the terms of this Agreement. **[INSERT ONLY FOR CV DEALS: Provided, however, that 1) your right to operate the Hotel under the Brand will not become effective until after any existing third-party franchise, management or similar agreement for the Hotel has terminated or expired; and 2) you are solely responsible for ensuring that any existing third-party franchise, management or similar agreement has terminated or expired on or before the Opening Date.]**

2.2 Reserved Rights.

2.2.1 This Agreement does not limit our right, or the right of our Affiliates, to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, a Competing Brand, or otherwise. We and our Affiliates have the right to engage in any Other Businesses, even if they compete with the Hotel, the System, or the Brand, and whether we or our Affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses.

2.2.2 We may also:

2.2.2.1 add, alter, delete or otherwise modify elements of the System;

2.2.2.2 use or license to others all or part of the System;

2.2.2.3 use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and

2.2.2.4 use the System, the Brand and the Marks in the Other Businesses.

2.2.3 You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty.

[INCLUDE ONLY IF RESTRICTED AREA PROVIDED:

2.3 Restricted Area Provision. The Restricted Area Provision is set forth in the Addendum.]

3.0 TERM

The Term shall begin on the Effective Date and will end, without further notice, on the Expiration Date set forth in the Addendum, unless terminated earlier under the terms of this Agreement. You acknowledge and agree that this Agreement is non-renewable and that this Agreement confers on you absolutely no rights of license renewal or extension whatsoever following the Expiration Date.

4.0 OUR RESPONSIBILITIES

We have the following responsibilities to you under this Agreement. We reserve the right to fulfill some or all of these responsibilities through one of our Affiliates or through unrelated third parties, in our sole business judgment. We may require you to make payment for any resulting services or products directly to the provider.

4.1 Training. We may specify certain required and optional training programs and provide these programs at various locations. We may charge you for required training services and materials and for optional training services and materials we provide to you. You are responsible for selecting the personnel to attend such training programs. You are also responsible for all travel, lodging and other expenses you or your employees (or your Management Company's personnel) incur in connection with attending these programs.

4.2 Reservation Service. We will furnish you with the Reservation Service. The Reservation Service will be furnished to you on the same basis as it is furnished to other System Hotels, subject to the provisions of Subsection 13 below.

4.3 Consultation. We may offer consultation services and advice in areas such as operations, facilities, and marketing, but you will always remain responsible for hiring your employees and the terms and conditions of their employment. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request.

4.4 Marketing.

4.4.1 We will publish (either in hard copy or electronic form) and make available to the traveling public a directory that includes System Hotels. We will include the Hotel in advertising of System Hotels and in international, national and regional marketing programs in accordance with our general practice for System Hotels.

4.4.2 We will use your Monthly Program Fee to pay for various programs to benefit the System, including:

4.4.2.1 advertising, promotion, publicity, public relations, market research, and other marketing programs;

4.4.2.2 developing and maintaining directories of and Internet sites for System Hotels;

4.4.2.3 developing and maintaining the Reservation Service systems and support; and

4.4.2.4 administrative costs and overhead related to the administration or direction of these projects and programs.

4.4.3 We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, and the selection of promotional programs.

4.4.4 We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, and/or other services with any other entity, including any of our Affiliates or third parties.

4.4.5 You acknowledge that Monthly Program Fees are intended for the benefit of the System and will not simply be used to promote or benefit any one System Hotel or market. We will have no obligation in administering any activities paid for with the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Hotel benefits directly or proportionately from such expenditures.

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

4.4.7 We are not obligated to expend funds in excess of the amounts received from System Hotels. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. These Monthly Program Fees do not cover the cost of operating the Hotel in accordance with the Standards.

4.5 Inspections/Compliance Assistance. We will administer a quality assurance program for the System that may include conducting pre-opening and periodic inspections of the Hotel and guest satisfaction surveys and audits to ensure compliance with the Standards. You will permit us to inspect the Hotel without prior notice to you to determine if the Hotel is in compliance with the Standards. You will cooperate with our representatives during these inspections. You will then take all steps necessary to correct any deficiencies within the times we establish. We may charge you quality assurance program fees and charges as set forth in the Standards. You will provide complimentary accommodations for the quality assurance auditor each time we conduct an on-site quality assurance inspection, evaluation, or re-evaluation, or to verify that deficiencies noted in a quality assurance evaluation report or PIP have been corrected or completed by the required dates. Audits conducted under our quality assurance program will not include review or approval of your (or your Management Company's) personnel policies or procedures.

4.6 Manual. We will issue to you or make available in electronic form the Manual and any revisions and updates we may make to the Manual during the Term. You agree to ensure that your copy of the Manual is, at all times, current and up to date. If there is any dispute as to your compliance with the provisions of the Manual, the master copy of the Manual maintained at our principal office will control.

4.7 Equipment and Supplies. We will make available to you for use in the Hotel various purchase, lease, or other arrangements for exterior signs, operating equipment, operating supplies, [INSERT FOR PE, RU, EY: Packages] and furnishings, which we make available to other System Hotels.

5.0 YOUR RESPONSIBILITIES

5.1 Operational and Other Requirements. You must:

5.1.1 operate the Hotel twenty-four (24) hours a day after the Opening Date;

5.1.2 operate the Hotel using the System, in compliance with this Agreement and the Standards, and in such a manner to provide courteous, uniform, respectable and high quality lodging and other services and conveniences to the public. You acknowledge and agree that: (a) you have exclusive day-to-day control of the business and operation of the Hotel (including hiring your employees and the terms and conditions of their employment); (b) although we provide the Standards, we do not in any way possess or exercise day-to-day control of the business and operation of the Hotel; (c) we do not dictate nor control labor or employment matters for you or your employees, nor do we reserve any right or authority to do so; and (d) we are not responsible for the safety and security of your employees or guests;

5.1.3 comply with the Standards, including our specifications for all supplies, products and services. We may require you to purchase a particular brand of product or service to maintain the common identity and reputation of the Brand, and you will comply with such requirements. Unless we specify otherwise, you may purchase products from any authorized source of distribution; however, we reserve the right, in our business judgment, to enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors;

5.1.4 install, display, and maintain signage displaying or containing the Brand name and other distinguishing characteristics in accordance with Standards we establish for System Hotels;

5.1.5 comply with our Standards for the training of personnel involved in the operation of the Hotel, including completion by your (or your Management Company's) key personnel of the Hotel of a training program for operation of the Hotel under the System, at locations we designate. You will pay us all fees and charges, if any, we require for your personnel to attend these training programs. You are responsible for selecting the personnel to attend such training programs. You are also responsible for all travel, lodging and other expenses you or your employees (or your Management Company's personnel) incur in connection with attending these programs. You acknowledge and agree that when we provide training, we provide the training content that we deem necessary and appropriate for the business functions of the Hotel so that it may operate in accordance with our Standards; and we do not direct or supervise your personnel, or have, retain, or exercise any control over your (or your Management Company's) personnel or personnel policies or procedures in any manner;

5.1.6 purchase and maintain property management, revenue management, in-room entertainment, telecommunications, high-speed internet access, and other computer and technology systems that we designate for the System or any portion of the System based on our assessment of the long-term best interests of System Hotels, considering the interest of the System as a whole;

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

5.1.8 participate in and pay all charges in connection with all required System guest complaint resolution programs, which programs may include chargebacks to the Hotel for guest refunds or credits and all required System quality assurance programs, such as guest comment cards, customer surveys and mystery shopper programs. You must maintain minimum performance Standards and scores for quality assurance programs we establish;

5.1.9 honor all nationally recognized credit cards and credit vouchers issued for general credit purposes that we require and enter into all necessary credit card and voucher agreements with the issuers of such cards or vouchers;

5.1.10 participate in and use the Reservation Service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the Reservation Service. The only reservation service or system you may use for outgoing reservations referred by or from the Hotel to other Network Hotels will be the Reservation Service or other reservation services we designate;

5.1.11 comply with Laws and, on request, give evidence to us of compliance;

5.1.12 participate in, and promptly pay all fees, commissions and charges associated with, all travel agent commission programs and third-party reservation and distribution services (such as airline reservation systems), all as required by the Standards and in accordance with the terms of these programs, all of which may be modified;

5.1.13 not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Hotel with any Other Hotel or related business, without our prior written consent. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels or Network Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels and Network Hotels, and allow advertising and promotion only of System Hotels and Network Hotels on the Hotel Site, unless we specifically direct you to include advertising or promotion of Other Hotels;

5.1.14 treat as confidential the Standards, the Manual and all other Proprietary Information. You acknowledge and agree that you do not acquire any interest in the Proprietary Information other than the right to utilize the same in the development and operation of the Hotel under the terms of this Agreement. You agree that you will not use the Proprietary Information in any business or for any purpose other than in the development and operation of the Hotel under the System and will maintain the absolute confidentiality of the Proprietary Information during and after the Term. You will not make unauthorized copies of any portion of the Proprietary Information; and will adopt and implement all procedures we may periodically establish in our business judgment to prevent unauthorized use or disclosure of the Proprietary Information;

5.1.15 own fee simple title (or long-term ground leasehold interest for a term equal to the Term) to the real property and improvements that comprise the Hotel and the Hotel Site, or alternatively, at our request, cause the fee simple owner, or other third party acceptable to us, to provide its guaranty covering all of your obligations under this Agreement in form and substance acceptable to us;

5.1.16 maintain legal possession and control of the Hotel and Hotel Site for the Term and promptly deliver to us a copy of any notice of default you receive from any mortgagee, trustee under any deed of trust, or ground lessor for the Hotel, and on our request, provide any additional information we may request related to any alleged default;

5.1.17 not directly or indirectly conduct, or permit by lease, concession arrangement or otherwise, gaming or casino operations in or connected to the Hotel or on the Hotel Site, or otherwise engage in any activity which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by us or our Affiliates, or the then-current stature of us or any

of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of us or any of our Affiliates;

5.1.18 not directly or indirectly conduct or permit the marketing or sale of timeshares, vacation ownership, fractional ownership, condominiums or like schemes at, or adjacent to, the Hotel. This restriction will not prohibit you from directly or indirectly conducting timeshare, vacation ownership, fractional ownership, or condominium sales or marketing at and for any property located adjacent to the Hotel that is owned or leased by you so long as you do not use any of the Marks in such sales or marketing efforts and you do not use the Hotel or its facilities in such sales and marketing efforts or in the business operations of the adjacent property;

5.1.19 participate in and pay all charges related to our marketing programs (in addition to programs covered by the Monthly Program Fee), all loyalty or frequent guest programs we require, and any optional programs that you opt into;

5.1.20 honor the terms of any discount or promotional programs (including any loyalty or frequent guest program) that we offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award certificates issued to Hotel guests participating in these programs;

5.1.21 after the Effective Date, maintain, at your expense, insurance of the types and in the minimum amounts we specify in the Standards. All such insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Standards, and carry the endorsements and notice requirements we specify in the Standards. If you fail or neglect to obtain or maintain the insurance or policy limits required by this Agreement or the Standards, we have the option, but not the obligation, to obtain and maintain such insurance without notice to you, and you will immediately on our demand pay us the premiums and cost we incur in obtaining this insurance;

5.1.22 not share the business operations and Hotel facilities with any Other Hotel or other business or use them for any purpose other than operating a System Hotel;

5.1.23 provide to us information we reasonably request about any proposed lease or sublease of commercial space, or other concession arrangements, in the Hotel in the ordinary course of business, so that we may review and approve the nature of the proposed business, including the proposed brand and concept, in compliance with our then-current Standards for System Hotels;

5.1.24 promptly provide to us all information we reasonably request about you and your Affiliates (including your respective beneficial owners, officers, directors, shareholders, partners or members) and/or the Hotel, title to the property on which the Hotel is constructed and any other property used by the Hotel;

5.1.25 not engage in any tenant-in-common syndication or Transfer of any tenant-in-common interest in the Hotel or the Hotel Site;

5.1.26 not, and ensure that your Equity Owners with controlling Equity Interests, Affiliates, employees, and Management Company do not, engage in any conduct which we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

5.1.27 obtain our approval to charge any Mandatory Guest Fees at the Hotel in accordance with the Standards and subject to our requirements for granting such approval; and

5.1.28 not become a Competitor, or permit your Affiliate to become a Competitor, in the [INSERT FOR OL: luxury [INSERT FOR PY, ES, HFS, QQ: upper upscale [INSERT FOR DT, HGI, HWS, PO, UP: upscale [INSERT FOR HAM, HIS, H2, UAB: upper midscale [INSERT FOR RU, EY: midscale]

[INSERT FOR PE: economy] hotel market segment, or any substantially equivalent market segment, as determined by STR, LLC and its affiliates (collectively “**STR**”) (or, if STR is no longer in existence, STR’s successor or other such industry resource that is as equally as reputable as STR). **[FOR OL, QQ, UP, REPLACE “.” WITH: ; and]**

5.1.29 [INSERT FOR OL, QQ, UP: not, and ensure that your Affiliates do not, allow any Competitor to use Your Marks without our prior written approval.]

5.2 Room Rates and Pricing. Subject to Section 5.1, you are responsible for setting your own rates for guest rooms and prices for any other products or services offered at, from, or in connection with the Hotel. However, we may: (a) proscribe certain types of charges or billing practices; (b) establish maximum rates and prices for marketing and promotions as permitted by Laws; (c) require that the rates and prices you advertise through certain distribution channels be the same as or better than the rates and prices you advertise through other distribution channels; (d) require you to participate in certain revenue or inventory management programs that we provide; and/or (e) impose other pricing requirements as required or permitted by Laws. In addition, we may suggest room rates and pricing policies to the extent permitted by Laws but have no obligation to do so. We do not represent or warrant that any rates or pricing policies that we suggest will produce, increase, optimize, or otherwise affect your Hotel’s revenue and we have no liability in connection with such suggestions.

6.0 HOTEL WORK

6.1 Necessary Consents.

6.1.1 You must obtain our prior written consent before retaining or engaging any architect, interior designer, general contractor and major subcontractors for the Hotel, which consent will not be unreasonably withheld.

6.1.2 Plans and Designs must be submitted to us in accordance with the schedule specified in the Addendum, or any PIP attached to this Agreement.

6.1.3 You shall not commence any Hotel Work unless and until we have issued our written consent in respect of the Plans and Designs, which consent will not be unreasonably withheld.

6.1.4 Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Laws related to accessibility/accommodations/facilities for those with disabilities. You are solely responsible for ensuring that the Plans and Designs (including Plans and Designs for Hotel Work) comply with our then-current Standards, the Manual, **[INSERT FOR PE, RU, EY: our Package requirements, and all Laws.**

6.1.5 Once we have provided our consent to the Plans and Designs, no change may be made to the Plans or Designs without our prior written consent. By consenting to the Plans and Designs, or any changes or modifications to the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility or liability for the suitability of the Plans and Designs or the resulting Hotel Work.

6.2 Initial Hotel Work. You will perform or cause the Hotel Work to be performed in accordance with this Agreement, the approved Plans and Designs, **[INSERT FOR PE, RU, EY: the approved Package, the Manual, and any PIP attached to this Agreement.** You will bear the entire cost of the Hotel Work, including the cost of the Plans and Designs, professional fees, licenses, permits, **[INSERT FOR PE, RU, EY: Packages, equipment, furniture, furnishings and supplies.** You are solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel Work, and for ensuring that all Hotel Work complies with the Standards, the Manual, any PIP, and all Laws.

6.3 Commencement and Completion of the Hotel Work.

6.3.1 You will commence the Hotel Work on or before the Construction Commencement Date or Renovation Commencement Date specified in the Addendum or any PIP. You must promptly provide to us evidence satisfactory to us that the Construction Work or Renovation Work has commenced. Once commenced, the Hotel Work will continue uninterrupted except to the extent continuation is prevented by events of Force Majeure. You must give written notice to us specifying the nature and duration of any event of Force Majeure promptly after becoming aware of the event of Force Majeure, and specifying that you have used, and continue to use, reasonable endeavours to mitigate the effects of such event of Force Majeure until such event of Force Majeure ceases to exist.

6.3.2 The Hotel Work must be completed, and the Hotel must be furnished, equipped, and otherwise made ready to open in accordance with the terms of this Agreement no later than the Construction Work Completion Date or Renovation Work Completion Date specified in the Addendum or any PIP, as the applicable date may be extended.

6.3.3 [SELECT FOR ND/CV AND PRE-OPENING COO: Despite your obligation to commence and complete Hotel Work by the agreed deadlines, we agree that the Construction Commencement Date, Renovation Commencement Date, Construction Work Completion Date, or Renovation Work Completion Date specified in the Addendum or any PIP will be automatically extended by thirty (30) days on a rolling basis, unless we provide at least sixty (60) days' notice to you that these automatic extensions of the applicable deadline no longer apply. You must obtain our approval for any further extension of the applicable deadline after receipt of our notice. We may, in our sole discretion, grant or deny approval, or condition our approval of your extension request on (a) your payment of our then-current extension fee; (b) your prompt submission of a written status of the project, including such information as we might reasonably request; and/or (c) any other conditions we consider appropriate under the circumstances.] [SELECT FOR POST-OPENING COO AND RL: You may request an extension of the Renovation Commencement Date or the Renovation Work Completion Date specified in the Addendum or any PIP by submitting a request for our approval before the applicable deadline, describing the status of the project and the reason for the requested extension, and paying our then-current extension fee. We may, in our sole discretion, grant or deny approval, or condition our approval of your extension request on (a) your payment of our then-current extension fee; (b) your prompt submission of a written status of the project, including such information as we might reasonably request; and/or (c) any other conditions we consider appropriate under the circumstances.]

6.4 Opening the Hotel.

6.4.1 If the Hotel is not open under the Brand on the Effective Date, you will open the Hotel on the Opening Date. You will not open the Hotel unless and until you receive our written consent to do so pursuant to Subsection 6.4.2 or 6.4.3.

6.4.2 You will give us at least fifteen (15) days advance notice that you have complied with all the terms and conditions of this Agreement and the Hotel is ready to open. We will use reasonable efforts within fifteen (15) days after we receive your notice to visit the Hotel and to conduct other investigations as we deem necessary to determine whether to authorize the opening of the Hotel, but we will not be liable for delays or loss occasioned by our inability to complete our investigation and to make this determination within the fifteen (15) day period. If you fail to pass our initial opening site visit, we may, in our sole business judgment, charge you reasonable fees associated with any additional visits.

6.4.3 We shall be entitled to withhold our consent to the opening of the Hotel until:

6.4.3.1 your architect, general contractor or other certified professional provides us with a certificate stating that the as-built premises comply with all Laws relating to accessibility/accommodations/facilities for those with disabilities;

6.4.3.2 you have complied with all the terms and conditions in this Agreement;

6.4.3.3 your staff has received adequate training and instruction in the manner we require;

6.4.3.4 you have received authorization to open the Hotel from the relevant governmental authority for the jurisdiction in which the Hotel is located, if applicable; and

6.4.3.5 all fees and charges you owe to us or our Affiliates have been paid.

6.4.4 Opening the Hotel before the Opening Date is a material breach of this Agreement.

6.4.4.1 You will pay us Liquidated Damages in the amount of Five Thousand Dollars (\$5,000) per day if you open the Hotel before the Opening Date to compensate us for the damage caused by such breach. You must also reimburse us for all of our costs and expenses, including legal fees, incurred in enforcing our rights under this Agreement.

6.4.4.2 These Liquidated Damages for damage to our Marks shall not limit or exclude any other remedies we may have at law or in equity. You acknowledge and agree that the Liquidated Damages payable under this Subsection represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of the opening of the Hotel before the Opening Date in material breach of this Agreement.

6.5 Performance of Agreement. You must satisfy all of the terms and conditions of this Agreement, and equip, supply, and otherwise make the Hotel ready to open under our Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we do not authorize the Hotel to open or if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.

6.6 Hotel Refurbishment and Room Addition.

6.6.1 We may periodically require you to modernize, rehabilitate and/or upgrade the Hotel's **[INSERT FOR PE, RU, EY: Package, fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then-current Standards.** You will make these changes at your sole cost and expense and in the time frame we require.

6.6.2 You may not make any significant changes (including major changes in structure, design or décor) in the Hotel. **[INSERT FOR PE, RU, EY: As long as they do not change or affect Package requirements, [m/M]inor redecoration and minor structural changes that comply with our Standards will not be considered significant.**

6.6.3 You may not make any change in the number of approved Guest Rooms in the Addendum without our prior consent. If you wish to add additional Guest Rooms to the Hotel after the Opening Date, you must submit an application to obtain our consent, pay our then-current Room Addition Fee, and execute an amendment to this Agreement in the form required by us. As a condition to our granting approval of your application, we may require you to modernize, rehabilitate or upgrade the Hotel in accordance with Subsection 6.6.1 of this Agreement, and to pay us our then-current PIP Fee to prepare a PIP to determine the renovation requirements for the Hotel.

7.0 MANAGEMENT OF THE HOTEL

7.1 You are solely responsible for the management of the Hotel's business, including (but not limited to) staffing the Hotel so that it can operate in accordance with the Standards. You will provide qualified and experienced management ("**Management Company**") **[IF APPLICABLE: at least six (6)**

months before the Opening Date]. Your Management Company must be approved by us in writing. We have the right to communicate directly with the Management Company and managers at the Hotel regarding the Hotel's operations and compliance with the Standards and/or this Agreement. We may rely on the communications of such managers or Management Company as being on your behalf. Any Management Company and its employees must have the authority to perform all of your obligations under this Agreement. The engagement of a Management Company does not reduce your obligations under this Agreement. In the case of any conflict between this Agreement and any agreement with the Management Company, this Agreement prevails.

7.2 You represent and agree that you have not, and will not, enter into any lease, management agreement or other similar arrangement for the operation of the Hotel or any part of the Hotel without our prior written consent. To be approved by us as the operator of the Hotel, you, or any proposed Management Company, must be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company that is a Competitor or which, in our business judgment, is inexperienced, or unqualified in managerial skills or operating capability, or is unable or unwilling to adhere fully to your obligations under this Agreement.

7.3 If your approved Management Company becomes a Competitor, resigns or is terminated by you, or otherwise becomes unsuitable or unqualified, in our sole business judgment, to manage the Hotel during the Term, you will have ninety (90) days to retain a substitute Management Company that is acceptable to us.

8.0 PAYMENT OF FEES

8.1 Monthly Fees. Beginning on the Opening Date, you will pay to us for each month (or part of a month, including the final month you operate under this Agreement) the Monthly Fees, each of which is set forth in the Addendum.

8.2 Calculation and Payment of Fees.

8.2.1 The Monthly Fees will be calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or as specified by us in the Manual.

8.2.2 The Monthly Fees will be paid to us at the place and in the manner we designate on or before the fifteenth (15th) day of each month and will be accompanied by our standard schedule setting forth in reasonable detail the computation of the Monthly Fees for such month.

8.2.3 We may require you to transmit the Monthly Fees and all other payments required under this Agreement by wire transfer or other form of electronic funds transfer and to provide the standard schedule in electronic form. You must bear all costs of wire transfer or other form of electronic funds transfer or other electronic payment and reporting.

8.2.4 In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue [**INSERT ONLY FOR HFS:** and Gross Food and Beverage Revenue], you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Fees, based on the Gross Rooms Revenue [**INSERT ONLY FOR HFS:** and Gross Food and Beverage Revenue] amounts agreed on between you and your insurance company that would have been paid to us in the absence of such casualty.

8.2.5 [**INSERT ONLY FOR HFS:** If Hotel accommodations are bundled with food and beverage arrangements or other services when charged to the customer, you will make a good faith reasonable allocation of the resulting revenue between Gross Rooms Revenue and Gross Food and Beverage Revenue, consistent with the Uniform System of Accounts for the Lodging Industry.

8.3 Other Fees. You will timely pay or fund all amounts due us or any of our Affiliates for any invoices or for goods or services purchased by or provided to you or paid by us or any of our Affiliates on your behalf.

8.4 Taxes. If a Gross Receipts Tax is imposed on us or any of our Affiliates based on payments made by you related to this Agreement, then you must reimburse us or the affected Affiliates for such Gross Receipts Tax to ensure that the amount we or our Affiliates retain, after paying the Gross Receipts Tax, equals the net amount of the payments you are required to pay us or our Affiliates had such Gross Receipts Tax not been imposed. You are not required to pay income taxes payable by us or any of our Affiliates as a result of our net income relating to fees collected under this Agreement.

8.5 Application of Fees. We may apply any amounts received from you to any amounts due under this Agreement.

8.6 Guaranty. If we send you a written notice that you are in default of this Agreement for your failure to timely pay or fund all amounts due us or any of our Affiliates, then we may require, as an additional condition of curing the default, that you cause a third party that is acceptable to us to provide a guaranty covering all of your obligations under this Agreement in a form and substance that is acceptable to us.

8.7 Set-off. We may, without prior notice to you, set off any amounts due to us or any of our Affiliates by you or any of your Affiliates against any amounts that we or our Affiliates owe to you or your Affiliates, to the extent such amounts arise under this Agreement or any of Your Hotel Agreements, without waiving any other rights and remedies we or any of our Affiliates may have available under this Agreement or any of Your Hotel Agreements or otherwise.

9.0 PROPRIETARY RIGHTS

9.1 Our Proprietary Rights.

9.1.1 You will not contest, either directly or indirectly during or after the Term:

9.1.1.1 our (and/or any of our Affiliates') ownership of, rights to and interest in the System, Brand, Marks and any of their elements or components, including present and future distinguishing characteristics and agree that neither you nor any design or construction professional engaged by you may use our Standards, our Manual or your approved Plans and Designs for any hotel or lodging project other than the Hotel;

9.1.1.2 our sole right to grant licenses to use all or any elements or components of the System;

9.1.1.3 that we (and/or our Affiliates) are the owner of (or the licensee of, with the right to sub-license) all right, title and interest in and to the Brand and the Marks used in any form and in any design, alone or in any combination, together with the goodwill they symbolize; or

9.1.1.4 the validity or ownership of the Marks.

9.1.2 You acknowledge that these Marks have acquired a secondary meaning or distinctiveness which indicates that the Hotel, Brand and System are operated by or with our approval. All improvements and additions to, or associated with, the System, all Marks, and all goodwill arising from your use of the System and the Marks, will inure to our benefit and become our property (or that of our applicable Affiliates), even if you develop them. **[SELECT FOR EY, PE, PO:** You acknowledge that the following Principal Mark owned by us (or which we have the right to use and sublicense) is still pending federal registration as of the Effective Date:

[SELECT FOR EY:

Mark	Application Number	Registration Number	Registration Date
LIVSMART STUDIOS BY HILTON (word)	98109885	Pending	Pending

[SELECT FOR PO:

Mark	Application Number	Registration Number	Registration Date
TEMPO BY HILTON	88728872	Pending	Pending

[SELECT FOR PE:

Mark	Application Number	Registration Number	Registration Date
SPARK BY HILTON	97082445	Pending	Pending
SPARK BY HILTON (design)	97787737	Pending	Pending

9.1.3 You agree not to directly or indirectly dilute the value of the goodwill attached to the Marks, the Brand or the System. You will not apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in your name or on behalf of or for the benefit of anyone else. You acknowledge that you are not entitled to receive any payment or other value from us or from any of our Affiliates for any goodwill associated with your use of the System or the Marks, or any elements or components of the System.

9.2 Trade Name, Use of the Marks.

9.2.1 Trade Name.

9.2.1.1 The Hotel will be initially known by the Trade Name set forth in the Addendum. We may change the Trade Name, the Brand name and/or any of the Marks (but not the Principal Mark), or the way in which any of them (including the Principal Mark) are depicted, at any time at our sole option and at your expense. You may not change the Trade Name without our specific prior written consent.

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

9.3 Use of Trade Name and Marks. You will operate under the Marks, using the Trade Name, at the Hotel. You will not adopt any other names or marks in operating the Hotel without our approval. You will not, without our prior written consent, use any of the Marks, or the word "Hilton," or other Network trademarks, trade names or service marks, or any similar words or acronyms, in:

9.3.1 your corporate, partnership, business or trade name;

9.3.2 any Internet-related name (including a domain name);

9.3.3 or any business operated separately from the Hotel, including the name or identity of developments adjacent to or associated with the Hotel.

9.4 Trademark Disputes.

9.4.1 You will immediately notify us of any infringement or dilution of or challenge to your use of any of the Marks and will not, absent a court order or our prior written consent, communicate with any other person regarding any such infringement, dilution, challenge or claim. We will take the action we deem appropriate with respect to such challenges and claims and have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You will fully cooperate with us and our applicable Affiliates in these matters. We will reimburse you for expenses incurred by you as the direct result of activities undertaken by you at our prior written request and specifically relating to the trademark dispute at issue. We will not reimburse you for any other expenses incurred by you for cooperating with us or our Affiliates.

9.4.2 You appoint us as your exclusive, true and lawful attorney-in-fact, to prosecute, defend and/or settle all disputes of this type at our sole option. You will sign any documents we or our applicable Affiliate believe are necessary to prosecute, defend or settle any dispute or obtain protection for the Marks and the System and will assign to us any claims you may have related to these matters. Our decisions as to the prosecution, defense or settlement of the dispute will be final. All recoveries made as a result of disputes regarding use of all or part of the System or the Marks will be for our account.

9.5 Web Sites.

9.5.1 You may not register, own, or maintain any Sites that relate to the Network, or the Hotel, or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to the Hotel or this Agreement are those we assign or otherwise approve in writing. You acknowledge that you may not, without a legal license or other legal right, post on your Sites any material in which any third party has any direct or indirect ownership interest. You must incorporate on your Sites any information we require in the manner we deem necessary to protect our Marks.

9.5.2 Any use of the Marks on any Site must conform to our requirements, including the identity and graphics Standards for all System hotels. Given the changing nature of this technology, we have the right to withhold our approval, and to withdraw any prior approval, and to modify our requirements.

9.6 Covenant.

9.6.1 You agree, as a direct covenant with us and our Affiliates, that you will comply with all of the provisions of this Agreement related to the manner, terms and conditions of the use of the Marks and the termination of any right on your part to use any of the Marks. Any non-compliance by you with this covenant or the terms of this Agreement related to the Marks, or any unauthorized or improper use of the System or the Marks, will cause irreparable damage to us and/or our Affiliates and is a material breach of this Agreement.

9.6.2 If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we or our Affiliates may have at law. You consent to the entry of such temporary and permanent injunctions. You must pay all costs and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation that we and/or our Affiliates may incur in connection with your non-compliance with this covenant.

10.0 REPORTS, RECORDS, AUDITS, AND PRIVACY

10.1 Reports.

10.1.1 At our request, you will prepare and deliver to us the Reports containing the Operational Information (and any other information we reasonably require) in the form, manner and time frame we require. At a minimum, by the fifteenth (15th) day of each month, you will submit to us the Operational Information for the previous month, and reflecting the computation of the amounts then due under Section 8, in the form, manner and time frame we require.

10.1.2 At our request, you will certify the Reports as accurate in the manner we require. You must permit us to inspect your books and records at all reasonable times.

10.2 Maintenance of Records. You will prepare, on a current basis, and preserve for no less than the greater of four (4) years or the time period stated in our record retention requirements, complete and accurate records concerning Gross Rooms Revenue and all financial, operating, marketing and other aspects of the Hotel. You will maintain an accounting system that fully and accurately reflects all financial aspects of the Hotel and its business. These records will include books of account, tax returns, governmental reports, register tapes, daily reports, and complete quarterly and annual financial statements (including profit and loss statements, balance sheets and cash flow statements), and will be prepared in the form, manner and time frame we require.

10.3 Audit.

10.3.1 We may require you to have the Gross Rooms Revenue, fees or other monies due to us computed and certified as accurate by a certified public accountant. During the Term, and for two (2) years thereafter, we and our authorized agents have the right to verify Operational Information required under this Agreement by requesting, receiving, inspecting and auditing, at all reasonable times, any and all records referred to above wherever the records may be located (or elsewhere if we request).

10.3.2 If any inspection or audit reveals that you understated or underpaid any payment due to us, you will promptly pay to us the deficiency, plus interest from the date each payment was due until paid at the interest rate set forth in Section 16.15 of this Agreement.

10.3.3 If the audit or inspection reveals that the underpayment is willful, or is for five percent (5%) or more of the total amount owed for the period being inspected, you will also reimburse us for all inspection and audit costs, including reasonable travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. Our acceptance of your payment of any deficiency will not waive any rights we may have as a result of your breach, including our right to terminate this Agreement. If the audit discloses an overpayment, we will credit this overpayment against your future payments due under this Agreement, without interest, or, if no future payments are due under this Agreement, we will promptly pay you the amount of the overpayment without interest.

10.4 Ownership of Information. All information that we provide to you, including but not limited to Personal Information, for your use in connection with operating the Hotel during the Term is our property. You may not use any such information after the Term, except as expressly permitted by us in writing in the Standards or otherwise. All Information we obtain from you and all revenues we derive from such Information will be our property that we may use for any reason, including making a financial performance representation in our franchise disclosure documents. At your sole risk and responsibility, you may use Information that you acquire from third parties in connection with operating the Hotel, such as Personal Information (but not including any Personal Information obtained in connection with guest reservations or any loyalty or frequent guest program operated by us or our Affiliates), at any time during or after the Term, to the extent that your use is permitted by Law.

10.5 Privacy and Data Protection. You will:

10.5.1 comply with all applicable Privacy Laws;

10.5.2 comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information;

10.5.3 refrain from any action or inaction that could cause us or our Affiliates to breach any Privacy Laws;

10.5.4 do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our Affiliates in compliance with the Privacy Laws; and

10.5.5 immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers).

11.0 CONDEMNATION AND CASUALTY

11.1 Condemnation. You must immediately inform us of any proposed taking of any portion of the Hotel by eminent domain. If, in our business judgment, the taking is significant enough to render the continued operation of the Hotel in accordance with the Standards and guest expectations impractical, then we may terminate this Agreement on written notice to you and you will not pay us Liquidated Damages **[SELECT FOR OL** or a Termination Fee]. If such taking, in our business judgment, does not require the termination of this Agreement, then you will make all necessary modifications to make the Hotel conform to its condition, character and appearance immediately before such taking, according to Plans and Designs approved by us. You will take all measures to ensure that the resumption of normal operations at the Hotel is not unreasonably delayed.

11.2 Casualty.

11.2.1 You must immediately inform us if the Hotel is damaged by fire or other casualty or event of Force Majeure. If the damage or repair requires closing the Hotel, you may choose to repair or rebuild the Hotel according to the Standards, provided you: begin reconstruction within six (6) months after closing and reopen the Hotel for continuous business operations as soon as practicable (but in any event no later than eighteen (18) months after the closing of the Hotel) and give us at least thirty (30) days' notice of the projected date of reopening. Once the Hotel is closed, you will not promote the Hotel as a System Hotel or otherwise identify the Hotel using any of the Marks without our prior written consent.

11.2.2 You and we each have the right to terminate this Agreement if you elect not to repair or rebuild the Hotel as set forth above in Subsection 11.2.1, provided the terminating Party gives the other Party sixty (60) days written notice. You are not required to pay Liquidated Damages **[SELECT FOR OL** or a Termination Fee] unless you or one of your Affiliates own and/or operate a hotel at the Hotel Site within three (3) years of the termination date under a lease, license or franchise from a Competitor.

11.3 No Extensions of Term. Nothing in this Section 11 will extend the Term.

12.0 TRANSFERS

12.1 Our Transfer.

12.1.1 We may assign or Transfer this Agreement or any of our rights, duties, or assets under this Agreement, by operation of law or otherwise, to any person or legal entity without your consent, provided that any such person or legal entity shall be required to assume all of our obligations to permit you to operate the Hotel under the Brand after such assignment. Any of our Affiliates may transfer, sell, dispose

of, or otherwise convey, their ownership rights in us or any of our Affiliates, by operation of law or otherwise, including by public offering, to any person or legal entity without your consent.

12.1.2 If we assign this Agreement to a third party who expressly assumes our obligations under this Agreement, we will no longer have any performance or other obligations to you under this Agreement and your right to use any programs, rights or services provided to you by us or our Affiliates under this Agreement will terminate.

12.2 Your Transfer. You understand and acknowledge that the rights and duties in this Agreement are personal to you and that we are entering into this Agreement in reliance on your business skill, financial capacity, and the personal character of you and your officers, directors, partners, members, shareholders or trustees. A Transfer by you (or by an Equity Owner as of the Effective Date, or by a transferee Equity Owner we later approve) of any Equity Interest, or this Agreement, or any rights or obligations under this Agreement, is prohibited other than as expressly permitted in this Agreement. In any Transfer by you or any Equity Owner under this Subsection 12.2, the proposed Transferee may not be a Sanctioned Person or a Competitor.

12.2.1 Permitted Transfers. We will permit you or any Equity Owner to engage in the Permitted Transfers set forth in this Subsection 12.2.1 if the Permitted Transfer meets the listed requirements. If a Permitted Transfer under Subsection 12.2.1.2 (requiring notice and our consent) otherwise qualifies as a Permitted Transfer under Subsection 12.2.1.1 (not requiring notice or our consent), the less restrictive provisions of Subsection 12.2.1.1 will control.

12.2.1.1 Permitted Transfers That Do Not Require Notice or Our Consent. We will permit you or any Equity Owner to engage in the following Permitted Transfers without giving notice or obtaining our consent if the Permitted Transfer meets the listed requirements.

12.2.1.1.1 Publicly Traded Equity Interests. A Publicly Traded Equity Interest may be Transferred.

12.2.1.1.2 Privately Held Equity Interests: Less than 50% Change. An Equity Interest that is not publicly traded may be Transferred if the transferee Equity Owner will own less than fifty percent (50%) of the Equity Interests, in total, immediately after the transaction(s) as a result of the transaction(s).

12.2.1.1.3 Institutional Investment Funds. [IF APPLICABLE] You may Transfer Equity Interests within [Insert Fund Entities (collectively, the “Fund Entities”) and Equity Interests in you to new fund entities or new managed accounts (collectively, “Future Funds”) if [Insert Name of Asset Manager] (“Asset Manager”) directly or indirectly, controls the Fund Entities or Future Funds.

12.2.1.2 Permitted Transfers That Require Notice and Our Consent. We will permit you or any Equity Owner to engage in the following Permitted Transfers if the Permitted Transfer meets the listed requirements. For Permitted Transfers under this Subsection, you must: (a) give us at least sixty (60) days’ advance written notice of the proposed Permitted Transfer (including the identity and contact information for any proposed transferee); (b) pay to us on request our then-current nonrefundable processing fee; (c) follow our then-current procedure for processing Permitted Transfers, including providing any information we may require in order to review the proposed Transfer and completing our then-current compliance process; and (d) execute our then-current standard documents required for processing Permitted Transfers.

12.2.1.2.1 Affiliate Transfer. You or any Equity Owner may Transfer an Equity Interest or this Agreement to an Affiliate.

12.2.1.2.2 Transfers to a Family Member or Trust. If you or any Equity Owner as of the Effective Date are a natural person, you and such Equity Owner may Transfer an

Equity Interest or this Agreement to an immediate family member (i.e., spouse, children, parents, siblings) or to a trust for your benefit or the benefit of the Equity Owner or the Equity Owner's immediate family members.

12.2.1.2.3 Transfer on Death. On the death of Franchisee or an Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person's will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person's estate, provided that: (a) the transfer on death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within one (1) year after the death, such family member(s) or entity meet all of our then-current requirements for an approved Transferee.

12.2.2 Change of Ownership Transfer. A Change of Ownership Transfer is any Transfer that will result in a change of Control of you, the Hotel or the Hotel Site, or is not otherwise described in Subsection 12.2.1. We will have sixty (60) days from our receipt of the completed and signed franchise application to consent or withhold our consent to any proposed Change of Ownership Transfer. Our consent will not be unreasonably withheld. You consent to our communication with any third party we deem necessary about the Hotel in order for us to evaluate the proposed Change of Ownership Transfer. Our consent to the Change of Ownership Transfer is subject to the following conditions, all of which must be satisfied at or before the date of closing the Change of Ownership Transfer ("**Closing**"):

12.2.2.1 Transferee submits a completed and signed Change of Ownership Application, pays our then-current franchise application fee, executes our then-current form of franchise agreement, and all required ancillary documents. If all conditions to our consent are fulfilled, the date of Closing will be the termination date of this Agreement, and the effective date of Transferee's franchise agreement;

12.2.2.2 you are not in default of this Agreement or any other agreements with us or our Affiliates;

12.2.2.3 you or Transferee pay to us, on or before the date of Closing, the PIP Fee, and all amounts due to us and our Affiliates through the date of the Closing. We will estimate the amounts due to us through the date of Closing, which you and the Transferee may agree to escrow, to be disbursed to us at Closing to fulfill this obligation. You must agree to escrow the estimated amounts due to us if we agree to execute any documents pursuant to Standard Operating Procedure 50 10 5(I) (or any equivalent or successor) of the United States Small Business Administration in connection with a Closing. If our estimate of the amounts due to us exceeds the amount actually owed to us, we will refund the difference to you, generally within thirty (30) days after the date of Closing;

12.2.2.4 you conclude to our satisfaction, or provide adequate security for, any suit, action, or proceeding pending or threatened against you, us or any of our Affiliates with respect to the Hotel, which may result in liability on the part of us or any of our Affiliates;

12.2.2.5 you, Transferee and/or Equity Owner(s) of Transferee, submit to us all information related to the Transfer that we require;

12.2.2.6 Transferee meets our then-current business requirements for new franchisees; and

12.2.2.7 Transferee agrees to indemnify, hold harmless, and defend us and our Affiliates against any inquiry, investigation, suit, action, or proceeding arising out of or in connection with any fees or costs charged to patrons or guests by you.

12.3 Public Offering or Private Placement.

12.3.1 Any offering by you of Securities requires our review if you use the Marks, or refer to us or this Agreement in your offering. All materials required by any Law for the offer or sale of those

Securities must be submitted to us for review at least sixty (60) days before the date you distribute those materials or file them with any governmental agency, including any materials to be used in any offering exempt from registration under any securities laws.

12.3.2 You must submit to us a non-refundable Five Thousand Dollar (\$5,000) processing fee with the offering documents and pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.

12.3.3 We have the right to approve any description of this Agreement or of your relationship with us, or any use of the Marks, contained in any prospectus, offering memorandum or other communications or materials you use in the sale or offer of any Securities. You may not use any of the Marks except as legally required to describe the Hotel in these documents. Our review of the documents will not in any way be considered our agreement with any statements contained in those documents, including any projections, or our acknowledgment or agreement that the documents comply with any Laws.

12.3.4 You may not sell any Securities unless you clearly disclose to all purchasers and offerees that we, our Affiliates, and our or their respective officers, directors, agents or employees: (a) will not in any way be deemed an issuer or underwriter of the Securities, as those terms are defined in applicable securities laws; and (b) have not assumed and will not have any liability or responsibility for any financial statements, prospectuses or other financial information contained in any prospectus or similar written or oral communication. You may not state, represent, or imply that we, Hilton Worldwide, or any other of our Affiliates, participate in or endorse any Securities or any Securities offering in any manner whatsoever.

12.3.5 You must indemnify, defend and hold the Indemnified Parties free and harmless of and from any and all liabilities, costs, damages, claims or expenses arising out of or related to the sale or offer of any of your Securities to the same extent as provided in Subsection 14.1 of this Agreement.

12.4 Mortgages and Pledges to Lending Institutions.

12.4.1 You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, without notifying us or obtaining our consent.

12.4.2 You may request a "lender comfort letter" on behalf of your lender, which we will issue in a form satisfactory to us, subject to our right to charge our then-current non-refundable processing fee.

13.0 TERMINATION

13.1 Termination with Opportunity to Cure. We may terminate this Agreement by written notice to you and opportunity to cure at any time before its expiration on any of the following grounds:

13.1.1 You fail to pay us any sums due and owing to us or our Affiliates under this Agreement or to pay or fund any amounts due under any of Your Hotel Agreements within the cure period set forth in the notice, which shall not be less than ten (10) days;

13.1.2 You fail to commence or complete the Hotel Work by the applicable deadline date, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period set forth in the notice, which shall not be less than ten (10) days;

13.1.3 You do not purchase or maintain insurance required by this Agreement or do not reimburse us for our purchase of insurance on your behalf within the cure period set forth in the notice, which shall not be less than ten (10) days; or

13.1.4 You fail to comply with any other provision of this Agreement, the Manual or any Standard and do not cure that default within the cure period set forth in the notice, which shall not be less than thirty (30) days.

13.2 Immediate Termination by Us. We may immediately terminate this Agreement on written notice to you and without any opportunity to cure the default if:

13.2.1 after curing any material breach of this Agreement or the Standards, you engage in the same non-compliance within any consecutive twenty-four (24) month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;

13.2.2 you receive three (3) notices of material default in any twelve (12) month period, even if the defaults have been cured;

13.2.3 you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;

13.2.4 you have an order entered against you appointing a receiver for the Hotel or a substantial part of your or the Hotel's assets or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the Hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the Hotel under any law;

13.2.5 you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;

13.2.6 you fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;

13.2.7 you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;

13.2.8 you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

13.2.9 you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;

13.2.10 any Transfer is not in compliance with Section 12 and its subparts;

13.2.11 you, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or fail to comply with the provisions of Subsection 16.13;

13.2.12 information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency;

13.2.13 any Guarantor breaches its guaranty to us;

13.2.14 a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel;

13.2.15 you, your Affiliate or a Guarantor become a Competitor, except as otherwise permitted by Subsection 5.1.28; or

13.2.16 any of Your Hotel Agreements is terminated based on a breach or default by you or your Affiliates.

13.3 Interim Remedies. If we send you a written notice that you are in default of this Agreement, we may elect to impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or our Affiliates' obligations under Your Hotel Agreements.

13.3.1 We may suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us. We may remove the listing of the Hotel from any directories or advertising we publish. If we suspend the Hotel from the Reservation Service, we may divert reservations previously made for the Hotel to other System Hotels or Network Hotels.

13.3.2 We may disable all or any part of the software provided to you under Your Hotel Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Hotel Agreements. We may charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards.

13.3.3 We may revoke any financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps or fee waivers) that we have granted and charge you the then-current standard fee or charge that would have otherwise applied absent the temporary financial accommodation.

13.3.4 You agree that our exercise of the right to Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement, and that our right to Interim Remedies is in addition to, and apart from, any other right or remedy we may have in this Agreement. If we exercise the right to Interim Remedies, the exercise will not be a waiver of any breach by you of any term, covenant or condition of this Agreement. You will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses you may directly or indirectly incur by reason of our exercise and/or withdrawal of any Interim Remedy.

[SELECT THE APPROPRIATE SUBPARAGRAPH 13.4; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]

[SELECT FOR ALL BRANDS EXCEPT OL:

13.4 Liquidated Damages on Termination.

13.4.1 Calculation of Liquidated Damages. You acknowledge and agree that the premature termination of this Agreement will cause substantial damage to us. You agree that Liquidated Damages are not a penalty, but represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of your failure to operate the Hotel for the Term. If this Agreement terminates before the Expiration Date, you will pay us Liquidated Damages as follows:

13.4.1.1 [DELETE IF COO/RL and insert: INTENTIONALLY DELETED] If termination occurs before you begin the Hotel Work, and you or any Guarantor (or your or any Guarantor's Affiliates) directly or indirectly, enter into a franchise, license, management, lease and/or other similar agreement for or begin construction or commence operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, then you will pay us Liquidated Damages in an amount equal to **[SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, RU, UP, QQ** the System's Average

Monthly Royalty Fees multiplied by sixty (60).] [SELECT FOR PO, UAB \$13,000 multiplied by the number of approved Guest Rooms at the Hotel.] [SELECT FOR PE, EY \$10,000 multiplied by the number of approved Guest Rooms at the Hotel.]

13.4.1.2 [DELETE IF COO/RL and insert: INTENTIONALLY DELETED] If termination occurs after you begin the Hotel Work but before the Opening Date, unless your failure to complete the Hotel Work was the result of Force Majeure, you will pay us Liquidated Damages in an amount equal to [SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, RU, UP, QQ the System's Average Monthly Royalty Fees multiplied by sixty (60).] [SELECT FOR PO, UAB \$13,000 multiplied by the number of approved Guest Rooms at the Hotel.] [SELECT FOR PE, EY \$10,000 multiplied by the number of approved Guest Rooms at the Hotel.]

13.4.1.3 If termination occurs after the Opening Date but before the second anniversary of the Opening Date, you will pay us Liquidated Damages in an amount equal to [SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, RU, UP, QQ the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) the System's Average Monthly Royalty Fees multiplied by sixty (60).] [SELECT FOR PO, UAB the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) \$13,000 multiplied by the number of approved Guest Rooms at the Hotel.] [SELECT FOR PE, EY the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) \$10,000 multiplied by the number of approved Guest Rooms at the Hotel.]

13.4.1.4 If termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of the Term, you will pay us Liquidated Damages in an amount equal to the Hotel's Average Monthly Royalty Fees multiplied by sixty (60).

13.4.1.5 If there are fewer than sixty (60) months remaining in the Term on the date of termination, you will pay us Liquidated Damages in an amount equal to the Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.

13.4.2 Payment of Liquidated Damages. Payment of Liquidated Damages is due thirty (30) days following termination of this Agreement or on demand.

[SELECT FOR OL:

13.4 Termination Fee on Termination

13.4.1 Termination Fee. You agree that if this Agreement is terminated by us under this Section 13, you will pay a termination Fee equal to:

- (a) \$25,000 multiplied by the number of approved guest Rooms at the Hotel if termination occurs (i) before you begin the Hotel Work, and you or any Guarantor (or your or any Guarantor's Affiliates) directly or indirectly, enter into a franchise, license, management, lease and/or other similar agreement for or begin construction or commence construction operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, or (ii) after you begin the Hotel Work but before the Opening Date, unless your failure to complete the Hotel Work was the result of Force Majeure:
- (b) The greater of: (i) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (ii) an amount equal to \$25,000 multiplied by the number of approved Guest Rooms at the Hotel, if termination occurs on or after the Opening Date but before the second anniversary of the Opening Date; or
- (c) The Hotel's Average Monthly Royalty Fees (i) multiplied by sixty (60) if termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of

the Term, or (ii) multiplied by the number of months remaining in the Term if there are fewer than sixty (60) months remaining in the Term on the date of termination.

You acknowledge and agree that this Termination Fee is an agreed fee and does not represent a penalty or liquidated damages. You further acknowledge and agree that this Termination Fee does not constitute or create, expressly or impliedly, any right or option for you to terminate this Agreement before the Expiration Date.

13.4.2. Payment of Termination Fee. You must pay the Termination Fee within (30) days after termination of this Agreement or on demand.]

13.5 Actual Damages Under Special Circumstances. [SELECT FOR ALL BRANDS EXCEPT OL: You acknowledge that the Liquidated Damages described in Subsection 13.4 may be inadequate to compensate us for additional harm we may suffer, by reason of greater difficulty in re-entering the market, competitive damage to the System or the Network, damage to goodwill of the Marks, and other similar harm, as we reserve the right to seek actual damages in lieu of Liquidated Damages under the following circumstances: **[SELECT FOR OL:** You agree that we may elect to seek actual damages in lieu of the Termination Fee under Section 13.4 above, in our sole and absolute discretion, under the following circumstances:

13.5.1 within twelve (12) months of each other, **[SELECT FOR DT, ES, HFS, OL, PY, QQ: two (2)] [SELECT FOR HGI, H2, HWS, PO, UP, EY: five (5)] [SELECT FOR HAM, HIS, PE, RU, UAB: seven (7)]** or more franchise agreements for the Brand between yourself (or any of your Affiliates) and us (or any of our Affiliates) terminate before their expiration date as a result of a breach by you or your Affiliate; or

13.5.2 this Agreement terminates due to an unapproved Transfer: (a) to a Competitor, or (b) to a buyer that converts the Hotel to a Competing Brand within two (2) years from the date this Agreement terminates.

13.6 Your Obligations on Termination or Expiration. On termination or expiration of this Agreement, you will immediately:

13.6.1 pay all sums due and owing to us or any of our Affiliates, including any expenses incurred by us in obtaining injunctive relief for the enforcement of this Agreement;

13.6.2 cease operating the Hotel as a System Hotel and cease using the System;

13.6.3 cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods. You will deliver all goods and materials containing the Marks to us and we will have the sole and exclusive use of any items containing the Marks. You will immediately make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials;

13.6.4 cease representing yourself as then or formerly a System Hotel or affiliated with the Brand or the Network;

13.6.5 return all copies of the Manual and any other Proprietary Information to us;

13.6.6 cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource

locators, website names, electronic mail addresses and search engine metatags and keywords associated with the Hotel, and authorize their transfer to us; and

13.6.7 irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify. You will also delete all references to our Marks, System, Network or Brand from any Sites you own, maintain or operate beyond the expiration or termination of this Agreement.

14.0 INDEMNITY

14.1 Beginning on the Effective Date, you must indemnify the Indemnified Parties against, and hold them harmless from, all losses, costs, liabilities, damages, claims, and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation arising out of or resulting from:

14.1.1 any breach by you of this Agreement, the Manual or the Standards;

14.1.2 any act or omission of you or your officers, employees, Affiliates, associates or agents in any way arising out of or relating to this Agreement;

14.1.3 any claimed occurrence at the Hotel including personal injury, death or property damage;

14.1.4 your alleged or actual infringement or violation of any copyright, industrial design, patent, service mark, trademark or other proprietary right owned or controlled by third parties;

14.1.5 your alleged or actual violation or breach of any contract (including any group sales agreement for the System), any Law, or any industry standard;

14.1.6 any business conducted by you or a third party in, on or about the Hotel or Hotel Site;

14.1.7 your failure to comply with Subsection 16.13, including a breach of the representations set forth therein; and

14.1.8 any inquiry, investigation, suit, action, or proceeding arising out of or in connection with any fees or costs charged to patrons or guests by you, and if you acquired the Hotel in a Change of Ownership Transfer, by the previous owner (your transferor) before you acquired ownership of the Hotel.

14.2 You do not have to indemnify an Indemnified Party to the extent damages otherwise covered under this Section 14 are adjudged by a final, non-appealable judgment of a court of competent jurisdiction to have been solely the result of the gross negligence or willful misconduct of that Indemnified Party, and not any of the acts, errors, omissions, negligence or misconduct of you or anyone related to you or the Hotel. You may not rely on this exception to your indemnity obligation if the claims were asserted against us or any other Indemnified Party on the basis of theories of imputed or secondary liability, such as vicarious liability, agency, or apparent agency, or our failure to compel you to comply with the provisions of this Agreement, including compliance with Standards, Laws or other requirements.

14.3 You will give us written notice of any action, suit, proceeding, claim, demand, inquiry or investigation involving an Indemnified Party within five (5) days of your knowledge of it. At our election, you will defend us and/or the Indemnified Parties against the same. If you fail to defend us and/or the Indemnified Parties, we may elect to assume, but under no circumstance will we be obligated to undertake,

the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation at your expense and risk.

14.4 If we think our respective interests conflict, we may obtain separate counsel of our choice. This will not diminish your obligation to indemnify the Indemnified Parties and to hold them harmless. You will reimburse the Indemnified Parties on demand for all expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation, the Indemnified Parties incur to protect themselves or to remedy your defaults. The Indemnified Parties will not be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you, and their failure to do so will not reduce the amounts recoverable from you by the Indemnified Parties.

14.5 Your obligations under this Section 14 will survive expiration or termination of this Agreement.

15.0 RELATIONSHIP OF THE PARTIES

15.1 No Agency Relationship. You are an independent contractor. Neither Party is the legal representative or agent of the other Party. Neither Party has the power to obligate the other Party for any purpose. You acknowledge that: (a) we do not direct, supervise, manage, dictate, or control (or have, retain, or exercise any right to control), labor or employment matters for you or your employees; (b) we do not set (or have, retain, or exercise any right to set) any terms or conditions of employment for your employees; (c) the training we require is for the purpose of enabling you to ensure that your Hotel operates in compliance with our Standards; and (d) you have exclusive control over your daily affairs. You expressly acknowledge that the Parties have a business relationship based entirely on, and defined by, the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary, employment, or joint-employment relationship is intended or created by reason of this Agreement.

By entering into this Agreement, we make no representations regarding, and do not intend to obtain, retain, or reserve control over, the essential terms and conditions of employment of you or your employees, or your Management Company or their employees (if applicable). Franchisees are independent contractors and independent employers and we do not and will not have, retain, or exercise any authority over your employment-related policies or procedures. You are solely responsible for overseeing any and all employment-related policies and procedures for your employees in the operation of your Hotel business.

15.2 Notices Concerning Your Independent Status. All contracts for the Hotel's operations and services at the Hotel will be in your name or in the name of your Management Company. You will not enter into or sign any contracts in our name or any of our Affiliates' names or use the Marks or any acronyms or variations of the Marks. You will disclose in all dealings with the public and your employees, agents, contractors, suppliers and other third parties that: (a) you are the Hotel's owner; (b) you are an independent entity; (c) you are the employer, principal, or contracting party (as applicable); and (d) we are not responsible for your liabilities or debts in any manner whatsoever.

16.0 MISCELLANEOUS

16.1 Severability and Interpretation.

16.1.1 If any provision of this Agreement is held to be unenforceable, void or voidable, that provision will be ineffective only to the extent of the prohibition, without in any way invalidating or affecting the remaining provisions of this Agreement, and all remaining provisions will continue in effect, unless the unenforceability of the provision frustrates the underlying purpose of this Agreement. If any provision of this Agreement is held to be unenforceable due to its scope, but may be made enforceable by limiting its scope, the provision will be considered amended to the minimum extent necessary to make it enforceable.

16.1.2 This Agreement will be interpreted without interpreting any provision in favor of or against either Party by reason of the drafting of the provision, or either of our positions relative to the other.

16.1.3 Any covenant, term or provision of this Agreement that provides for continuing obligations after the expiration or termination of this Agreement will survive any expiration or termination.

16.2 Governing Law, Jurisdiction and Venue.

16.2.1 The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subsection 16.2.1.

16.2.2 The Parties agree that any action brought pursuant to this Agreement or the relationship between them must be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia, or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county and state where the Hotel is located. You consent to personal jurisdiction and venue in each of these jurisdictions and waive, and agree not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

16.3 Exclusive Benefit. This Agreement is exclusively for our and your benefit, and none of the obligations of you or us in this Agreement will run to, or be enforceable by, any other party (except for any rights we assign or delegate to one of our Affiliates or covenants in favor of our Affiliates, which rights and covenants will run to and be enforceable by our Affiliates or their successors and assigns) or give rise to liability to a third party, except as otherwise specifically set forth in this Agreement.

16.4 Entire Agreement. This Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into this Agreement by reference will be construed together as the entire agreement between you and us with respect to the Hotel and any other aspect of our relationship and will supersede and cancel any prior and/or contemporaneous discussions or writings between you and us. You acknowledge that you have entered into this Agreement as a result of your own independent investigation and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, developers, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law. However, nothing in this Section 16.4, this Agreement, or in any of Your Hotel Agreements is intended to disclaim the representations we made in any franchise disclosure document that we furnished to you.

16.5 Amendment and Waiver.

16.5.1 No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind us unless it is in writing, specifically designated as an amendment or waiver, and signed by one of our officers. We may condition our agreement to any amendment or waiver on receiving from you, in a form satisfactory to us, an estoppel and general release of claims that you may have against us, our Affiliates, and related parties.

16.5.2 No failure by us or by any of our Affiliates to exercise any power given us under this Agreement or to insist on strict compliance by you with any of your obligations, and no custom or practice at variance with the terms of this Agreement, will be considered a waiver of our or any of our Affiliates' right to demand exact compliance with the terms of this Agreement.

16.6 Consent; Business Judgment.

16.6.1 Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval at our option, in our

business judgment, taking into consideration our assessment of the long-term interests of the System overall. We may withhold any and all consents or approvals required by this Agreement if you are in default or breach of this Agreement. Our approvals and consents will not be effective unless given in writing and signed by one of our duly authorized representatives.

16.6.2 You agree not to make a claim for money damages based on any allegation that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You also may not claim damages by way of set-off, counterclaim or defense for our withholding of consent. Your sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement by specific performance or by declaratory judgment.

16.7 Notices. All notices under this Agreement must be in writing.

16.7.1 Principal Legal Correspondent (“PLC”). You must designate a single Person to be your duly authorized representative to issue and receive notices as described in Subsection 16.7.2. Your designee will be your PLC under this Agreement. You may have only one PLC. The notice address for your PLC may not be a P.O. Box, and the notice address for your PLC may not be the same as the Hotel address. The notice address for your PLC will be set forth initially on the Addendum to this Agreement. If you want to change the person designated as your PLC, or the address or email for notice to your PLC, you may do so at any time by sending a notice to us in accordance with Subsection 16.7.3 or as otherwise directed by us.

16.7.2 Notices of Default and Termination, or Threatened Litigation. Any notice from you or from us declaring default of a provision of this Agreement, or potential or final termination of this Agreement, must be delivered in person, or by prepaid overnight courier delivery service, or by prepaid overnight United States mail, or by prepaid certified United States mail, return-receipt requested, if overnight delivery is not available to the notice address. We will send notices under this Subsection only to your PLC. You must send notices to us under this Subsection as follows: Hilton Franchise Holding LLC, Attention: General Counsel, 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Notice sent under this Subsection will be deemed effective on the earlier of: (a) receipt, or first refusal of delivery; (b) one (1) day after posting, if sent by overnight commercial delivery service or overnight United States Mail; or (c) three (3) days after placement in United States certified mail, return receipt requested.

16.7.3 Other Notices: If a Party wishes to send a notice to the other Party regarding any issue other than those issues specified in Subsection 16.7.2, the Party may send the notice by any method described in Subsection 16.7.2, or by email. You may send notices under this Subsection to us to: Legal.Development@hilton.com or such other email address as we may periodically designate by notice to you. You may periodically designate additional Persons to receive other types of notices from us by the methods we periodically specify. We may send notices to you under this Subsection to the email address designated for your PLC, or to the email address for other persons you designate for these notices.

16.8 General Release. With the exception of claims related to representations contained in the franchise disclosure document for the Brand, you, on your own behalf and on behalf of, as applicable, your officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge us and our Affiliates and our and their respective officers, directors, employees, managers, agents, representatives and their respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter, cause or thing whatsoever that has happened, developed or occurred relating to this Agreement or the relationship between you and us on or before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

16.9 Remedies Cumulative. The remedies provided in this Agreement are cumulative. These remedies are not exclusive of any other remedies that you or we may be entitled to in case of any breach or threatened breach of the terms and provisions of this Agreement.

16.10 Economic Conditions Not a Defense. Neither general economic downturn or conditions nor your own financial inability to perform the terms of this Agreement will be a defense to an action by us or one of our Affiliates for your breach of this Agreement.

16.11 Representations and Warranties. You warrant, represent and agree that all statements in your franchise application in anticipation of the execution of this Agreement, and all other documents and information submitted to us by you or on your behalf are true, correct and complete as of the date of this Agreement. You further represent and warrant to us that:

16.11.1 you have independently investigated the risks of operating the Hotel under the Brand, including current and potential market conditions and competitive factors and risks, and have made an independent evaluation of all such matters and reviewed our franchise disclosure document, if applicable;

16.11.2 neither we nor our representatives have made any promises, representations or agreements other than those provided in the Agreement or in our franchise disclosure document provided to you in connection with the offer of this Agreement, if applicable, and you acknowledge that you are not relying on any promises, representations or agreements about us or the franchise not expressly contained in this Agreement in making your decision to sign this Agreement;

16.11.3 you have the full legal power authority and legal right to enter into this Agreement;

16.11.4 this Agreement constitutes a legal, valid and binding obligation and your entry into, performance and observation of this Agreement will not constitute a breach or default of any agreement to which you are a party or of any Law;

16.11.5 if you are a corporation, limited liability company, or other entity, you are, and throughout the Term will be, duly formed and validly existing, in good standing in the state in which you are organized, and are and will be authorized to do business in the state in which the Hotel is located;

16.11.6 no Equity Interest has been issued, converted to, or is held as, bearer shares or any other form of ownership, for which there is no traceable record of the identity of the legal and beneficial owner of such Equity Interest; and

16.11.7 you hereby indemnify and hold us harmless from any breach of these representations and warranties, which will survive the termination of this Agreement.

16.12 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original, and the Parties agree to conduct the transaction by electronic means.

16.13 Sanctioned Persons and Anti-bribery Representations and Warranties.

16.13.1 You represent, warrant and covenant to us and our Affiliates, on a continuing basis, that:

16.13.1.1 neither you, nor any Person having Control over you or the Hotel, is a Sanctioned Person;

16.13.1.2 you have not and will not obtain, receive, transfer or provide any funds, property, debt, equity, or other financing related to this Agreement and the Hotel or Hotel Site to/from a Sanctioned Person;

16.13.1.3 neither you, nor any Person having Control over you or the Hotel, has been convicted of, pleaded guilty to, or otherwise been adjudged liable for any violation of laws, ordinances, rules or regulations that pertain to bribery or corruption, money laundering, competition, securities or financial fraud, trade sanctions or export controls, human trafficking, sex trade, or forced labor;

16.13.1.4 any funds received or paid in connection with entry into or performance of this Agreement have not been and will not be derived from illegal sources or activities, or commingled with illegal funds, and that you are not engaging in this transaction in furtherance of a criminal act;

16.13.1.5 in preparation for and in entering into this Agreement, neither you, nor any Person having Control over you or the Hotel, has made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Agreement or the performance of your obligations under this Agreement, neither you nor any Person having Control over you or the Hotel will directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws;

16.13.1.6 neither you, nor any Person having Control over you or the Hotel who may be considered a Government Entity or Government Official, improperly uses their status or position to influence official actions or decisions or to secure any improper advantages to or for the benefit of the Hotel or us; and

16.13.1.7 you will assure that your respective appointed agents (including any Management Company) in relation to this Agreement comply in all material respects with the representations, warranties, and covenants described in this Subsection 16.13.

16.13.2 You will notify us in writing immediately on the occurrence of any event which would render the foregoing representations and warranties of this Subsection 16.13 incorrect.

16.13.3 If we believe that you may not be in compliance with any of the covenants, representations and warranties set forth in this Subsection 16.13, we will advise you of our belief, and you must (a) cooperate with any and all reasonable information and documentation requests and inquiries, including requests for execution of certificates of compliance, and (b) permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management, and use of the Hotel.

16.14 Attorneys' Fees and Costs. If either Party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement or defend any claim by the other, then the prevailing Party in any resulting dispute will be entitled to recover from the non-prevailing Party the amount of all reasonable fees of attorneys and experts, court costs, and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

16.15 Interest. Any sum owed to us or our Affiliates by you or paid by us, or our Affiliates on your behalf, will bear interest from the date due until paid by you at the rate of eighteen percent (18%) per annum or, if lower, the maximum lawful rate.

16.16 Successors and Assigns. The terms and provisions of this Agreement will inure to the benefit of and be binding on the permitted successors and assigns of the Parties.

16.17 Our Delegation of Rights and Responsibility. In addition to the rights granted to us in Section 4 and Subsection 12.1 of this Agreement, we reserve the right to delegate to one or more of our Affiliates at any time, any and all of our rights, obligations or requirements under this Agreement, and to require that you submit any relevant materials and documents otherwise requiring approval by us under this Agreement to such Affiliates, in which case approval by such Affiliates will be conclusively deemed to

be approval by us. During the period of such delegation or designation, any act or direction by such Affiliates with respect to this Agreement will be deemed the act or direction of us. We may revoke any such delegation or designation at any time. You acknowledge and agree that such delegation may result in one or more of our Affiliates which operate, license, or otherwise support brands other than the Brand, exercising or performing on our behalf any or all rights, obligations or requirements under this Agreement or performing shared services on our behalf.

16.18 Confidentiality of Negotiated Terms. You agree that you will not disclose to any Person the content of any negotiated terms of this Agreement or Your Hotel Agreements without our prior consent except: (1) as required by Law; (2) as may be required in any legal proceedings; and (3) to those of your officers, directors, managers, members, shareholders, employees, attorneys, accountants, agents or lenders to the extent necessary for the operation or financing of the Hotel, and only if you inform such Persons of the confidentiality of the negotiated provisions. Any disclosure of negotiated terms by you, or by any such Persons, without our consent will be deemed a default under this Agreement.

17.0 WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES

17.1 IF EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.

17.2 IN ANY DISPUTE BETWEEN THE PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ALL PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO PUNITIVE OR EXEMPLARY DAMAGES FROM THE OTHER. NOTHING IN THIS SECTION LIMITS OUR RIGHT OR THE RIGHT OF AN INDEMNIFIED PARTY TO BE INDEMNIFIED AGAINST THE PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES TO A THIRD PARTY. [SELECT FOR ALL BRANDS EXCEPT OL: THE PARTIES ACKNOWLEDGE THAT LIQUIDATED DAMAGES PAYABLE BY YOU UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR LIQUIDATED DAMAGES FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.] [SELECT FOR OL: THE PARTIES ACKNOWLEDGE THAT ANY LIQUIDATED DAMAGES OR TERMINATION FEE PAYABLE BY YOU UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR A TERMINATION FEE FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.]

18.0 ACKNOWLEDGEMENT OF EXEMPTION

You represent and acknowledge that:

18.1 The franchise sale is for more than One Million Two Hundred and Thirty Three Thousand Dollars (\$1,233,000) - excluding the cost of unimproved land and any financing received from Franchisor or an Affiliate - and thus is exempted from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 C.F.R. 436.8(a)(5)(i); and at least one person has invested One Million Two Hundred and Thirty Three Thousand Dollars (\$1,233,000) in the Hotel or the Hotel Site; or

18.2 You and/or your Affiliates have been in business for at least five (5) years and have a net worth of at least Six Million One Hundred Sixty Five Thousand Five Hundred Dollars (\$6,165,500) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 C.F.R. 436.8(a)(5)(ii); and

18.3 As a result, this franchise sale is exempt under federal and state franchise law.

[SELECT THE APPROPRIATE PARAGRAPH 19; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]

19.0 NOTICE OF INTENT TO MARKET

[SELECT FOR ALL BRANDS EXCEPT HFS: Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate want to Transfer any Equity Interest, you must give us written notice, concurrently with beginning your marketing efforts.]

19.0 RIGHT OF FIRST OFFER [SELECT FOR HFS:

19.1 Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate wants to Transfer any Equity Interest, or you or a Controlling Affiliate receive an unsolicited bona fide offer from a third party to purchase or lease the Hotel or Hotel Site or an interest in it (“**Marketed Interest**”), you or the Controlling Affiliate shall notify us in writing of such offer (“**ROFO Notice**”). The ROFO Notice shall describe the Marketed Interest and state the intended sales or lease price and all terms and conditions of the proposed sale or lease. You or the Controlling Affiliate will provide us with all information and documentation relating to the Marketed Interest that we request.

19.2 We or our designee(s) shall have the right, exercisable within thirty (30) days after receipt of all requested documentation and information from you (“**Option Period**”), to either make an offer to purchase or lease the Marketed Interest (“**Our Offer**”) or waive our right to make an offer. During the Option Period, you may not change any of the terms and conditions in the ROFO Notice, and must deal exclusively with us or our designee(s).

19.3 You will have twenty (20) days after receiving Our Offer to accept or reject Our Offer in writing. If Our Offer is for a price equal to or greater than stated in the notice and is on substantially similar terms and conditions as (or is more favorable than) those stated in the ROFO Notice, then you must accept Our Offer. If you do not accept Our Offer within twenty (20) days, it is deemed rejected.

19.4 If you accept Our Offer, we or our designee and you will enter into an agreement and complete the transaction for the purchase or lease of the Marketed Interest at the price and on the terms and conditions of Our Offer within sixty (60) days of your written acceptance (the “**60-day Period**”). You will not offer the Hotel or Hotel Site to any third party during the 60-day Period. If the parties are unable to reach agreement despite good faith negotiations in the 60-day Period, you will be deemed to have rejected Our Offer.

19.5 If you do not accept Our Offer, or it is deemed rejected, or we waive our right to make an offer, for two hundred seventy (270) days (the “**270-day Period**”), you or a Controlling Affiliate may Transfer the Marketed Interest to a third party for a price greater than and/or on more favorable terms than the price and terms stated in Our Offer, but you or a Controlling Affiliate must comply with the Transfer provisions in Section 12.2.3 of this Agreement. If you or a Controlling Affiliate proposes to Transfer the Marketed Interest at a lesser price or on less favorable terms during the 270-day Period, then you must again give us notice of the proposed sale or lease and comply with the provisions of this Section 19.

[INCLUDE ONLY IF KEY MONEY GRANTED / DELETE OTHERWISE AND UPDATE TOC]

20.0 KEY MONEY/DEVELOPMENT INCENTIVE NOTE

You and any co-makers must execute the Development Incentive Note attached to this Agreement as Exhibit [] contemporaneously with your execution of this Agreement. We will pay to you [] Dollars (\$) as a development incentive within thirty (30) days after you open the Hotel under the Brand with our consent if: (a) there have been no material adverse changes in your business, finances, legal, litigation, or bankruptcy status since approval; (b) you have completed any PIP; and (c) you paid the Franchise Application Fee.

In connection with this Agreement or the performance of its obligations under this Agreement, you will not use any portion of the development incentive to make, provide, offer to make, or authorize, directly or indirectly, an Improper Payment or engage in any acts or transactions otherwise violating any Anti-Corruption Laws. If we have any basis for a reasonable belief that you have used the development incentive in violation of any Anti-Corruption Laws, we will advise you of this belief and you will cooperate with any and all reasonable information and document requests and inquiries, including requests for execution of certificates of compliance, and permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management and use of the Hotel.

ADDENDUM TO FRANCHISE AGREEMENT

Effective Date: [

Facility Number: [

Franchisor Name: **HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company**

Brand: **[SELECT:**

Canopy, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Canopy” or “Hilton” as any part of their brand name.

Canopy by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Canopy” or “Hilton” as any part of their brand name.

Curio Collection by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Curio,” “Collection,” or “Hilton” as any part of their brand name.

DoubleTree by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “DoubleTree” or “Hilton” as any part of their brand name.

DoubleTree Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “DoubleTree,” “Suites,” or “Hilton” as any part of their brand name.

Embassy Suites, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Embassy,” “Suites,” or “Hilton” as any part of their brand name.

Embassy Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Embassy,” “Suites,” or “Hilton” as any part of their brand name.

Hampton Inn by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Hampton” or “Hilton” as any part of their brand name.

Hampton Inn & Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Hampton,” “Suites,” or “Hilton” as any part of their brand name.

Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the word “Hilton” as any part of their brand name.

Hilton Garden Inn, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the word “Hilton” as any part of their brand name.

Home2 Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Home,” “Suites,” or “Hilton” as any part of their brand name.

Homewood Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Home,” “Suites,” or “Hilton” as any part of their brand name.

LivSmart Studios by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “LivSmart,” “Studios,” or “Hilton” as any part of their brand name.

LXR, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the initials or words “LXR” or “Hilton” as any part of their brand name.

Motto by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that

include the words “Motto” or “Hilton” as any part of their brand name.

Spark by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Spark” or “Hilton” as any part of their brand name.

Tapestry Collection by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Tapestry,” “Collection,” or “Hilton” as any part of their brand name.

Tempo by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other chains of hotels that include the word “Tempo” or “Hilton” as any part of their brand name.

Tru by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Tru” or “Hilton” as any part of their brand name.

Initial Approved Hotel Name (Trade Name):

Principal Mark in Brand:

[SELECT:
Canopy
Curio
DoubleTree
Embassy
Hampton
SELECT FOR HFS HGI: Hilton
Home2
Homewood
LivSmart
LXR
Motto
Spark
Tapestry
Tempo
Tru

Franchisee Name and Address
(Attn: Principal Legal Correspondent):

[

Address of Hotel:

[

Initial Number of Approved Guest
Rooms:

[

Plans Submission Dates:
Preliminary Plans:

[Due four (4) months from the Effective Date]

Design Development (50%)
Plans and Specifications:

[Due eight (8) months from the Effective Date]

Final (100%) Plans and
Specifications:

[Due twelve (12) months from the Effective Date]

Construction Commencement Date:

**[HAM HGI H2 HWS PO RU UAB EY: Due fifteen (15)
months from the Effective Date**

**[DT ES HFS OL PY QQ UP: Due Sixteen (16) months
from the Effective Date**

[If Adaptive Reuse, include:

**For the Hotel to be considered under construction, you
must have: (a) submitted final plans to us, (b) received
our approval of your final plans, (c) submitted to us a
building permit for Hotel construction, and
(d) substantially completed, to our satisfaction:
(i) exterior demolition, if applicable, and (ii) interior**

demolition and construction of new permanent interior walls.

Construction Work Completion Date: **[HAM H2 RU UAB EY: Due twenty-seven (27) months from the Effective Date**
[HGI HWS PO: Due thirty (30) months from the Effective Date
[DT ES HFS OL PY QQ UP: Due thirty-six (36) months from the Effective Date

Renovation Commencement Date: [

Renovation Work Completion Date: [

[SELECT FOR COO/RL:][All due dates in the PIP that are a specified number of months or days shall mean the number of months or days from the Effective Date.]

[SELECT FOR CV:][All due dates in the PIP that are a specified number of months or days shall mean the number of months or days from the Opening Date.]

Expiration Date: **[SELECT:**
New Construction – At midnight on the last day of the month [HAM HGI H2 HWS PO UAB RU EY: twenty-two (22) years from the [SELECT: Effective Date] [Opening Date]
[DT ES HFS OL PY QQ UP: twenty-three (23) years from the [SELECT: Effective Date] [Opening Date]

Conversion – At midnight on the last day of the month
SELECT: ten (10) to twenty (20) years from the Opening Date

Change of Ownership – Remaining Term under the existing franchise agreement

Monthly Fees:

[DELETE UNLESS HFS: Monthly Food and Beverage Fee: Three percent (3%) of the Hotel's Gross Food and Beverage Revenue for the preceding calendar month.

Monthly Program Fee: **[SELECT FOR DT ES HAM HFS HGI OL PO PY QQ RU UP UAB: Four percent (4%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.**
[SELECT FOR HWS H2 PE: Three and one-half percent (3.5%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.
[SELECT FOR EY: Two and one-half percent (2.5%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.
[SELECT ONLY IF EARLY RL AND PREVIOUS MONTHLY PROGRAM FEE WAS LOWER: From the Effective Date through [Expiration Date of prior FA, you will pay [____ percent (____%) ("Discounted Fee") of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month; then, from [Expiration Date of prior FA to the end

of the Term, you will pay [____] percent (____%) of GRR. The Discounted Fee will not be used as a base for purposes of calculating any changes to the Monthly Program Fee during the Term.

ALWAYS INCLUDE: The Monthly Program Fee is subject to change by us. Any change may be established in the Standards, but the rate will not exceed the standard Monthly Program Fee as of the Effective Date plus one percent (1%) of the Hotel's GRR during the Term.

Monthly Royalty Fee:

**[SELECT FOR DT HFS OL PO PY QQ RU UP UAB:
Five percent (5%) of the Hotel's GRR for the preceding calendar month.**

BUT IF UAB, USE THE FOLLOWING FOR THE FIRST 10 APPROVED APPLICATIONS. DO NOT USE FOR ANY AFTER THE FIRST 10:

Three percent (3%) of the Hotel's GRR for the preceding calendar month for the first twenty four (24) full calendar months after the Opening Date (Years 1 and 2); and

Four percent (4%) of the Hotel's GRR for the preceding calendar month for the second twenty four (24) full calendar months after the Opening Date (Years 3 and 4); and

Five percent (5%) of the Hotel's GRR for the preceding calendar month for the remainder of the Term.

Monthly Royalty Fee:

**[SELECT FOR ES HGI HWS PE:
Five and one-half percent (5.5%) of the Hotel's GRR for the preceding calendar month**

BUT IF ES HWS NEW DEVELOPMENT/CONVERSION, USE THE FOLLOWING:

Monthly Royalty Fee:

Three and one-half percent (3.5%) of the Hotel's GRR for the preceding calendar month for first twelve (12) full calendar months after the Opening Date (Year 1).

Four and one-half percent (4.5%) of the Hotel's GRR for the preceding calendar month for second twelve (12) full calendar months after the Opening Date (Year 2).

Five and one-half percent (5.5%) of the Hotel's GRR for the preceding calendar month for the remainder of the Term.

Monthly Royalty Fee:

**[SELECT FOR EY HAM H2:
Six percent (6%) of the Hotel's GRR for the preceding calendar month.**

Additional Requirements/Special Provisions [Section #]:

[ADD ONLY IF APPLICABLE]

Restricted Area Provision

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the **[SELECT: Effective Date] OR [Opening Date, but in no event later than _____]** (“**Restrictive Period**”), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Brand, as such Brand name may be periodically changed by us, within a **[SELECT ____ mile radius of the Hotel, the center point of which is the front door of the Hotel (“Restricted Area”)]**. **[SELECT Restricted Area described as follows, and as set forth on Exhibit [__]: [INSERT DESCRIPTION.]**

This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date (“**Existing Hotel**”). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Brand. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Brand; (2) hotel(s) or motel(s) that will not begin operating under the Brand until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Brand; (4) shared ownership properties (commonly known as “vacation ownership” or “time share ownership” or similar real estate properties) under the Brand; and (5) hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name. **[INSERT FOR HFS: You acknowledge and agree that this restriction does not apply to any “Signia Hilton” or “Signia by Hilton” brand hotel.]**

[IF HAM/HIS USE THIS RAB LANGUAGE INSTEAD

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the **[SELECT: Effective Date] OR [Opening Date, but in no event later than _____]** (“**Restrictive Period**”), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Hampton, Hampton Inn or Hampton Inn & Suites brands (collectively, “**Restricted Brands**”), as such Restricted Brands’ names may be periodically changed by us, within a **[SELECT ____ mile radius of the Hotel, the center point of which is the front door of the Hotel (“Restricted Area”)]**. **[SELECT Restricted Area described as follows, and as set forth on Exhibit [__]: [INSERT DESCRIPTION.]**

This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Restricted Brands hotel as of the Effective Date (“**Existing Hotel**”). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Restricted Brands. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Restricted Brands; (2) hotel(s) or motel(s) that will not begin operating under the Restricted Brands until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Restricted Brands; (4) shared ownership properties (commonly known as “vacation ownership” or “time share ownership” or similar real estate properties) under the Restricted Brands; and (5) hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Restricted Brands name or any other name.

[IF RL: Amendment and Restatement. This Agreement replaces the franchise agreement dated **[INSERT DATE]** (“**Original Agreement**”) by and between us (or our Affiliate) and you (or your Affiliate) with respect to the Hotel. The Original Agreement will be superseded and have no further force or effect as of the

Effective Date of this Agreement, except those provisions expressly intended to survive termination or expiration of the Original Agreement. To the extent there are outstanding obligations to us or our Affiliates under the Original Agreement, you acknowledge and agree that you are directly responsible, jointly and severally, for all such obligations under the Original Agreement existing at or accruing after the execution of this Agreement.

[IF COO: Obligations of Former Franchisee. You acknowledge and agree that you are directly responsible for, and will pay on demand, all fees and charges due and owing us and our Affiliates related to the former franchise agreement for the Hotel if any such fees and charges remain outstanding as of or accrue after the Effective Date of this Agreement.

[IF SITE CONTROL NOT CONFIRMED ON EFFECTIVE DATE: Before commencement of Construction Work, but not later than the Construction Work Completion Date, you must submit to us evidence satisfactory to us showing your title to, or long term possessory interest in, the real property on which the Hotel will be sited (i.e. a conformed copy of the deed, or ground lease submitted for recording, or like document) in accordance with Subsections 5.1.15 and 5.1.16 of the Agreement.

[IF TIC: You acknowledge and agree that: (1) each of you is jointly, severally, individually and collectively responsible for the Franchisee's obligations under this Agreement; (2) your obligations and liability to us is not limited by your tenant-in-common structure; (3) the transfer provisions of this Agreement apply to each of you; (4) [] is deemed to be your Controlling Affiliate; and (5) the Hotel has a single designated Principal Legal Correspondent, as named above, whom we will notify for all purposes under this Agreement.

Your Ownership Structure:

See Attached Schedule 1

[IF FRANCHISEE'S AFFILIATE IS THE FEE TITLE OWNER, LESSOR OR SUBLESSOR OF THE HOTEL OR THE HOTEL SITE:

Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

See Attached Schedule 2

[IF KEY MONEY EXHIBIT _ – DEVELOPMENT INCENTIVE NOTE

[IF JURISDICTION APPLIES EXHIBIT _ – STATE/TERRITORY ADDENDA

[IF APPLICABLE EXHIBIT _ – SHARED FACILITIES ADDENDUM

[ONLY IF NOT A RADIUS EXHIBIT _ – RESTRICTED AREA MAP

[IF APPLICABLE EXHIBIT _ – PROPERTY IMPROVEMENT PLAN

IN WITNESS WHEREOF, the Parties have executed this Agreement, which has been entered into and is effective as of the Effective Date set forth above.

FRANCHISEE:

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

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

Executed on: _____

SCHEDULE 1

Your Ownership Structure:

Name (Shareholder, Partner, Member and Manager)	Nature of Ownership Interest	% Interest	% Interest	% Interest	% Interest

SCHEDULE 2

Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

Name (Shareholder, Partner, Member and Manager)	Nature of Ownership Interest	% Interest	% Interest	% Interest	% Interest

EXHIBIT - __

SHARED FACILITIES ADDENDUM TO FRANCHISE AGREEMENT

You and we are parties to a franchise agreement dated _____ (“**Agreement**”), which provides, among other things, for the operation of the (proposed) [insert Hotel #1 name _____] hotel located or to be located at [Insert Hotel #1 address _____ (“**Hotel**)”].

You (or your Affiliate) and we are also parties to a franchise agreement dated _____ (“[Insert Brand #2 _____] **Agreement**”) for the operation of the (proposed) [Insert Hotel #2 name _____] hotel located or to be located at [Insert Hotel #2 address _____ (“Insert Brand #2 _____ **Hotel**)”].

You requested that the Hotel and the [Insert Hotel #2 ____] Hotel (collectively, “**Sharing Hotels**”), which are [or, will be] **[Select: part of the same building structure or located in buildings adjacent to one another,]** be permitted to jointly utilize certain shared hotel facilities and offer to their guests the use of certain shared amenities (“**Shared Facilities**”) in accordance with the terms of this Addendum (“**Shared Facilities Arrangement**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree that the following provisions are incorporated into and made a part of the Agreement:

- 1) We give our consent for the Hotel and the [Hotel #2] Hotel to jointly utilize the Shared Facilities identified during our review and approval of the Plans and Designs for the Hotel and the [Hotel #2] Hotel.
- 2) Our consent is contingent upon you (or your Affiliate) executing a Shared Facilities Addendum to the [Hotel #2] Agreement on the same terms contained in this Addendum.
- 3) We expressly reserve the right to withdraw our consent and, on notice, require you to discontinue the Shared Facilities Arrangement if:
 - a) we determine that such participation is detrimental to the operation of the Hotel, the guest experience, or the goodwill and reputation of the Brand and/or the Marks;
 - b) any of the Shared Facilities fail to meet System Standards as set forth under the Agreement and/or the [Hotel #2] Agreement;
 - c) either the Agreement or the [Hotel #2] Agreement is terminated for any reason;
 - d) You Transfer a controlling Equity Interest in you, the Hotel Site, or the Agreement, without simultaneously selling, leasing, assigning, or Transferring a controlling Equity Interest in you (or your Affiliate controlling [Hotel #2] Hotel), the [Hotel #2] Hotel Site, or the [Hotel #2] Agreement, to the same transferee or a transferee under common control with such transferee. Any Transfers are subject to the Transfer provisions of the Agreement. Failure to comply with the Transfer provisions is a material breach of the Agreement.

If we withdraw our consent pursuant to this paragraph, to the extent that the Shared Facilities are part of Standards, you shall immediately make arrangements to either procure the Shared Facilities, or to construct comparable facilities and amenities, for the exclusive use of the Hotel. Your failure to procure the Shared Facilities or construct comparable facilities and amenities to meet Standards is deemed to be a default that may result in the termination of the Agreement. If the Shared Facilities are no longer a part of the Hotel, you are responsible for immediately removing any Marks or distinctive System features associated with the Brand from any of the Shared Facilities that are accessible to or visible by Hotel guests, and removing all other indicia that the Hotel had joint possession or use of the Shared Facilities with the [Hotel #2] Hotel.

- 4) So long as the Shared Facilities Arrangement is in place, any new franchise agreement executed in connection with a Transfer, or any successor franchise agreement executed between you and us must contain the provisions set forth in this Addendum. You acknowledge and agree that your refusal to include these restrictions in a successor franchise agreement will constitute a valid and reasonable basis for us to refuse to grant such successor franchise agreement. You acknowledge and agree that a proposed transferee's refusal to include these restrictions in a new franchise agreement will constitute a valid and reasonable basis for us to deny our consent to such Change of Ownership Transfer.
- 5) You acknowledge and agree that any Default under the [Hotel #2] Agreement shall constitute a simultaneous Default of the Agreement, and termination of the [Hotel #2] Agreement pursuant to such Default shall constitute a valid basis for termination of the Agreement.
- 6) All questions with respect to the construction of this Addendum and the rights and liabilities of the parties under this Addendum shall be governed by the internal laws of the state designated in the Agreement. A breach of any provision of this Addendum is a breach of the Agreement. Any action or proceeding related to or arising out of this Addendum shall be submitted and resolved exclusively by a court of competent jurisdiction located in the forum designated in the Agreement.
- 7) All capitalized terms not expressly defined in this Addendum shall have the meanings set forth in the Agreement. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.
- 8) This Addendum may be executed in counterparts, and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

FRANCHISEE:

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

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Authorized Signatory

Executed on: _____

Executed on: _____

EXHIBIT D-1

EXHIBIT _

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

The California Department of Financial Protection and Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws may control.
2. If Franchisee is required in the Franchise Agreement to execute a release of claims, such release may require us to exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
3. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
4. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the covenant may be unenforceable under California law.
5. If the Franchise Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
6. If the Franchise Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.
7. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
8. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

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

1. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

1. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

"The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York choice of law or conflicts of law principles."
2. Subsection 16.2.2 of the Franchise Agreement concerning jurisdiction and venue shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.
3. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.
4. Subsection 17.1 of the Franchise Agreement, containing a waiver of jury trial, shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.
5. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois franchisees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

1. The general release language contained in Subsection 16.8 of the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 13, concerning termination and Section 3, concerning renewal of the License.
3. Subsection 16.2.2 is amended to provided that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the License.
4. The following sentence is added at the end of Section 16.5.1 of the Franchise Agreement (Amendment and Waiver):

"This waiver is not intended to act nor will it act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Section 3 and Section 13 are amended to provide that Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.
2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee's use of Franchisor's trademarks infringes trademark rights of the third party. Under Subsection 9.4, Franchisor does not indemnify Franchisee against the consequences of Franchisee's use of Franchisor's trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor within ten (10) days after the claim is asserted. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
3. In compliance with Minnesota Rule 2860.4400J, Subsection 9.6.2 of the Franchise Agreement is amended as follows:

The first sentence is amended to read: "If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we and our Affiliates may have at law." The second sentence is deleted in its entirety.

4. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

"The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota."

5. The following language will appear at the end of Subsection 16.2.2 of the Franchise Agreement:

"Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

6. Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. Subsection 13.4 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

"Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 13.6, 9.6, 10.3 and Section 14 and other damages suffered by us arising out of your breach or default."

7. The following language will appear at the end of Subsection 16.8 of the Franchise Agreement:

“Minnesota Rule 2860.4400D prohibits Franchisor from requiring a Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota franchise law. This Subsection 16.8 does not require you to assent to any release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 08C.01 to 80C.22, as amended, which also provides that the voluntary settlement of disputes is not barred.”

8. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

9. Minn. Rule 2860-4400J prohibits waiver of a jury trial. Subsection 17.1 of the Franchise Agreement is deleted in its entirety.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a **[INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. Subsection 9.6 of the Franchise Agreement requiring you to consent to the entry of an injunction is amended to provide that you consent to the seeking of such an injunction.
2. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of New York concerning franchising.
3. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

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

1. Subsection 16.2.1 is amended to provide that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.
2. Subsection 16.2.2 is amended to provide that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.
3. The Franchise Agreement is amended to reflect that all liquidated damages provisions in the Franchise Agreement are deleted in their entirety. Further, Subsection 13.4 of the Franchise Agreement is replaced by the following:

Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 9.6, 10.3, 13.6, and Section 14 and other damages suffered by us arising out of your breach or default.

4. Subsection 17.1, which requires you to waive your right to a trial by jury, is deleted in its entirety.
5. Subsection 17.2, which requires you to waive your right to exemplary and punitive damages, is deleted in its entirety.
6. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a **[INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

PUERTO RICO ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in Puerto Rico:

1. Subsection 16.2 of the Franchise Agreement is hereby deleted in its entirety, and replaced by the following:

“16.2 Governing Law, Jurisdiction and Venue

16.2.1 The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, and except as set forth in Subsection 16.2.2, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant,” unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subsection 16.2.1.

16.2.2 The Parties irrevocably agree that all disputes, controversies or claims arising out of in connection with this Agreement, or the breach, termination or invalidity of this Agreement will be finally settled by arbitration conducted by the American Arbitration Association, JAMS or similar arbitral body (at Franchisor’s election) in accordance with the Federal Rules of Civil Procedure by one (1) or more arbitrators appointed in accordance with said rules. To the extent the Federal Rules of Civil Procedure do not govern certain procedures or requirements relating to the arbitration, the parties will look to the applicable rules of the applicable arbitral body. The venue of the arbitration will be Fairfax County, Virginia, and the seat of the arbitration will be New York, New York. Arbitration proceedings will be conducted in English. You consent to personal jurisdiction and venue this jurisdiction and waive, and agree not to assert, move or otherwise claim that the venue in this jurisdiction is for any reason improper, inconvenient, prejudicial or otherwise inappropriate. Notwithstanding the foregoing, the parties agree that actions initiated or maintained by us for temporary remedies, injunctive or other equitable relief may be brought in any competent court or other governmental agency or authority. Notwithstanding such election, the choice of substantive law made by the parties pursuant to this Subsection 16.2 shall continue to apply. Issues relating to the conduct of any arbitration and enforcement of any award shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. An award of arbitration may be confirmed in a court of competent jurisdiction.”

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a **[INSERT TYPE OF ENTITY]**

By: _____
Name: _____
Title: _____
Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT _

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in the State of Rhode Island:

1. Subsection 16.2.1 is amended to provide that any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted.
2. Subsection 16.2.2 is amended to provide that Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

**HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT _

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

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

1. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT
WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

1. Sections 3 and 13 are amended to provide that if any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act") (including areas of termination and renewal of your franchise), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise Agreement with regard to any franchise sold in Washington.
2. Section 12 is amended to provide that transfer fees are collectable to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer.
3. Subsection 16.2.1 is amended to provide that in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. Subsection 16.8 is amended to provide that a release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel.
5. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.
6. Subsection 17.1 is amended to provide that provisions which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
7. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
8. 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.
9. RCW 49.62.060 prohibits us from restricting, restraining, or prohibiting you 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.

FRANCHISEE:

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

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,

a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Authorized Signatory

Executed on: _____

EXHIBIT D-2

EXHIBIT - _____

DEVELOPMENT INCENTIVE NOTE

McLean, Virginia

[\$[INSERT AMOUNT]]

Date: **[INSERT DATE]**

FOR VALUE RECEIVED, **[INSERT NAME]** (whether one or more, jointly and severally, "**Maker**") promises to pay to the order of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company ("**Holder**"), the principal sum of **[INSERT AMOUNT IN WORDS]** (**[\$[INSERT NUMERICAL AMOUNT]]**) which amount shall bear no interest unless Maker defaults or this Development Incentive Note (this "**Note**") is accelerated.

This Note is issued pursuant to the Franchise Agreement between Holder and Maker for the operation of a **[INSERT BRAND]** hotel to be located at **[INSERT ADDRESS]** ("**Hotel**"). All capitalized terms not defined in this Note shall have the same meaning as in the Franchise Agreement.

The principal amount of this Note will be disbursed by Holder to Maker, and Maker will become subject to the obligation to repay or discharge this Note, when and if (a): Maker opens the Hotel with our consent; (b) there have been no material adverse changes in the business, legal, litigation, bankruptcy status or finances of the Maker, any guarantors, or the project since approval; (c) Maker has completed any PIP; and (d) Maker has paid the Franchise Application Fee. If the Franchise Agreement terminates before the Hotel opens and Holder has not disbursed the principal amount of this Note to Maker, then this Note will be deemed discharged and neither party will have any further obligation to the other under this Note. On each anniversary of the Hotel's Opening Date, one-twentieth (1/20th) **[UPDATE IF FA TERM IS NOT 20 YEARS]** of the original principal amount will be forgiven without payment. Maker's obligation to repay the principal of this Note will cease and this Note will automatically be canceled and discharged when and if the principal is completely forgiven or repaid in accordance with these terms. For the purposes of calculating the portion of the principal amount of this Note that is forgiven each year, Holder will be deemed to have disbursed the full principal amount regardless of whether or not Holder has set off any amounts from such principal amount pursuant to the Franchise Agreement prior to disbursement to Maker.

If a termination of the Franchise Agreement occurs for any reason; or a Transfer occurs, and the transferee does not assume Maker's obligation under this Note and cause a replacement co-maker acceptable to Holder to assume the obligations of any co-maker under this Note in a writing acceptable to Holder before the closing of such Transfer before the principal is forgiven or repaid, then the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. If this Note is accelerated under this paragraph, and is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest from its due date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 7930 Jones Branch Dr., Suite 1100, McLean, VA 22102, Attention: General Counsel, or at such other place as Holder may periodically direct by written notice to Maker. Any payments shall be first applied to collection costs and expenses, if any, incurred by the Holder, second to any accrued but unpaid interest and last to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty but amounts paid or prepaid may not be re-disbursed. Prepayments of principal will be applied without notation on this Note. Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection, which, shall be due and payable on demand or, at the Holder's election, may be added to the amount due and payable to Holder under this Note. This Note is issued in and shall be governed and construed according to the laws of the State of New York (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this Note, grant extensions, renewals, releases, discharges, compositions and compromises with any party

liable on this Note, with or without notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this Note.

The terms "Holder" and "Maker" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law; *provided that*, Maker shall not assign or delegate any of its obligations or agreements hereunder without the Holder's prior written consent and any assignment or delegation without such prior written consent shall be null and void. All references to "Maker" shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note, and all such parties signing or endorsing this Note shall be jointly and severally liable with the named Maker for all of Maker's obligations and liabilities under this Note.

IN WITNESS WHEREOF, the undersigned have executed this Note effective on the date indicated above.

Maker

**[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

[REQUIRED IF PRINCIPAL OF NOTE IS \$1,000,000 OR MORE:

Co-Maker

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

By: _____

Name: _____

Title: _____

Executed on: _____

EXHIBIT E

U.S. GUARANTY OF FRANCHISE AGREEMENT

Insert Hotel Name

[THE BRACKETED LANGUAGE IS INSERTED FOR A SITE RELATED GUARANTY WITH TENANT-IN-COMMON (TIC) OWNERSHIP]

THIS U.S. GUARANTY OF FRANCHISE AGREEMENT ("**Guaranty**") is executed as of [Date] ("**Effective Date**") by _____, a _____ [jointly, severally, individually and collectively] ("**Guarantor**"), in favor of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company ("**Franchisor**") confirm Franchisor entity, as consideration of and as an inducement to Franchisor to execute the franchise agreement with an Effective Date of [Date] (referred to in this Guaranty collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments, as the "**Franchise Agreement**") between Franchisor and _____, a _____ ("**Franchisee**"). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as in the Franchise Agreement. Guarantor agrees as follows:

[WHEREAS, Guarantor has represented that it owns a tenant-in-common interest in the real property and improvements comprising (or that will comprise) the Hotel (the "**Property**");]

1. Guaranty. Guarantor hereby unconditionally and irrevocably [jointly, severally, individually and collectively,] guaranties to Franchisor: (a) the full and prompt payment of all sums owed by Franchisee to Franchisor and to Franchisor's Affiliates under the Franchise Agreement, any related agreements, and otherwise relating to the Hotel, including, but not limited to, all fees and charges, interest, default interest, and other costs and fees (including, without limitation, attorneys' fees in connection with enforcement of the Franchise Agreement; and (b) the performance of all other obligations of Franchisee arising under the Franchise Agreement and any related agreements (collectively, the "**Obligations**"). On default by Franchisee and notice from Franchisor to Guarantor, Guarantor will immediately make payment in full of all past due amounts owing to Franchisor or Franchisor's Affiliates, and perform each Obligation of Franchisee.

2. Waivers of Certain Rights and Defenses. Each Guarantor waives: (a) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of Guarantor's liability under this Guaranty; (b) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of Guarantor's execution of and performance under this Guaranty; (c) any law or statute which requires that Franchisor or its Affiliates make demand on, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others before making any demand on, collecting from or taking any action against Guarantor under or with respect to this Guaranty; and (d) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

4. Information Requests. Guarantor must deliver to Franchisor: (a) complete and current financial information about Guarantor as Franchisor may reasonably request; and (b) any other information about Guarantor that Franchisor reasonably requests.

5. Additional Provisions.

(a) Each Guarantor jointly and severally holds harmless, and agrees to defend, protect, and indemnify Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.

[INSERT FOR TIC AND DELETE THE ABOVE 5(a) - Guarantor, jointly, severally, individually and collectively, agrees to defend, protect, indemnify and hold harmless, Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.]

(b) Franchisor may assign this Guaranty without in any way affecting Guarantor's liability. This Guaranty will inure to the benefit of Franchisor and its Affiliates and their successors and assigns and will bind Guarantor and Guarantor's heirs, executors, administrators, successors, and assigns.

(c) Notices must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid United States Mail, overnight, registered or certified, with return-receipt requested, to the following addresses:

If to Franchisor: Hilton Franchise Holding, LLC
 Attention: General Counsel
 7930 Jones Branch Drive, Suite 1100
 McLean, VA 22102

If to Guarantor: INSERT Name and Address

If Guarantor wants to change the notice address set forth above, Guarantor shall notify Franchisor in writing in accordance with the delivery procedure set forth in this Subsection [4]5(c). A Notice will be deemed effective on the earlier of: (i) receipt or first refusal of delivery; (ii) one (1) day after posting if sent by overnight commercial delivery service or overnight United States Mail; or (iii) three (3) days after placement in the United States Mail if overnight delivery is not available to the Notice address.

(d) Guarantor represents, warrants and covenants to Franchisor that Guarantor, including its directors, officers, senior management, shareholders and other persons having a controlling interest in Guarantor: (i) is not, and, to your actual or constructive knowledge, is not owned or controlled by, or acting on behalf of, Sanctioned Persons or, to Guarantor's actual knowledge, otherwise the target of Trade Restrictions; (ii) have not and will not obtain, receive, transfer or provide any funds, property, debt, equity or other financing related to the Franchise Agreement and the Hotel or Hotel Site to/from any entity that qualifies as a Sanctioned Person or, to your actual or constructive knowledge, is otherwise the target of any applicable Trade Restrictions' (iii) Guarantor is familiar with the provisions of applicable Anti-Corruption Laws and shall comply with applicable Anti-Corruption Laws in performance of its obligations under or in connection with this Guaranty and the Franchise Agreement and any related agreements; (iv) any funds received or paid in connection with entry into or performance of this Guaranty have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that Guarantor is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws; (v) in preparation for and in entering into this Guaranty, Guarantor has not made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Guaranty or the performance of Guarantor's obligations under this Guaranty, you will not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws; (vi) except as otherwise disclosed in writing to Franchisor, neither Guarantor, nor, to your actual or constructive knowledge, any of its direct or indirect shareholders (including legal or beneficial shareholders), officers, directors, employees, agents or other persons designated by you to act on your own behalf or receive any benefit under this Guaranty, is a Government Official; (vii) any statements, oral, written, electronic or otherwise, that Guarantor submits to Franchisor, Franchisor Affiliate, or any third party in connection with the representations, warranties, and covenants described in this Subsection are truthful and accurate and do not contain any materially false or inaccurate statements; (viii) Guarantor will make reasonable efforts to assure that its respective appointed agents in relation to this Guaranty comply in all material respects with the representations, warranties, and covenants described in this Subsection; and (ix) will notify Franchisor

in writing immediately on it actual or constructive knowledge, the occurrence of any event which would render the foregoing representations and warranties of this Subsection incorrect.

(e) Each Guarantor warrants and represents to Franchisor that Guarantor has the requisite power to execute, deliver and perform the terms and provision of this Guaranty, and that this Guaranty is a valid, binding and legally enforceable obligation of each Guarantor in accordance with its terms.

(f) If there is more than one Guarantor named in this Guaranty, any reference to Guarantor will mean any one or all Guarantors. Each Guarantor agrees that all obligations of each Guarantor are joint and several.

[INSERT NEW PARAGRAPH (g) FOR TIC AND UPDATE LETTERING BELOW: (g) Notwithstanding anything to the contrary contained in Section 12.0 of the Franchise Agreement, Guarantor may not transfer its tenant-in-common interest in the Property without prior written notice by Franchisee to Franchisor, and prior written consent of Franchisor to Franchisee, subject to and in accordance with the applicable Transfer provisions of the Franchise Agreement.]

(g) No failure or delay on Franchisor's part in exercising any power or privilege under this Guaranty will impair any such power, right or privilege or be construed as a waiver of its rights under this Guaranty.

(h) If any provision of this Guaranty is determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective.

(i) This Guaranty embodies the entire agreement between Franchisor and Guarantor with respect to the matters set forth in this Guaranty and supersedes all prior agreements with respect to the matters set forth in this Guaranty.

6. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Guaranty and any and all disputes relating to this Guaranty will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles; provided, however, that nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Section [5 or 6].

7. Jurisdiction and Venue. The parties agree that any action related to this Guaranty shall be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or, if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county or state where the Hotel is located. Guarantor consents to personal jurisdiction and venue in each of these jurisdictions and waives and agrees not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

8. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY.

[INSERT THIS CLAUSE FOR EACH SITE-RELATED GUARANTY (TIC OR OTHERWISE):]

9. [Possible Termination of Guaranty. Franchisor will offer Guarantor its then-current standard form termination of guaranty agreement releasing Guarantor from future Obligations under this Guaranty if the following conditions are met: (a) Franchisor receives a copy of the deed evidencing that Franchisee owns fee simple title to the real property on which the Hotel is or will be sited or a copy of a ground lease to which Franchisee is a party with an unrelated third-party ground lessor for a term at least equal to the term of the Franchise Agreement; (b) Guarantor sends a written request to Franchisor to

terminate the Guaranty; and (c) at the time of Guarantor's request, Franchisee is in good standing under the Franchise Agreement and has not been in default under the Franchise Agreement at any time during the twenty-four (24) month period before Guarantor's request.]

GUARANTOR ACKNOWLEDGES THAT GUARANTOR WAS AFFORDED THE OPPORTUNITY TO READ THIS GUARANTY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR'S CHOICE BEFORE SIGNING.

IN WITNESS WHEREOF, [each] Guarantor has executed this Guaranty as of the Effective Date.

GUARANTOR:

By: _____

Name: _____

Title: _____

EXHIBIT F

This application is to be completed online via the Hilton Application Tracker (HAT) internet portal. The online version may appear in a different format. As an alternative, we may provide a paper application. We may update or modify this application at any time.

HILTON FRANCHISE APPLICATION

This franchise application (“Application”) includes the following:

- Instructions for Submitting an Application
- Part 1 - Application Checklist
- Part 2 - Application Letter
- Part 3 - Application Form

Instructions for Submitting an Application:

1. Have a required signer for the Applicant access the current Franchise Disclosure Document (“**Disclosure Document**”) for the applicable brand through the E-Disclosure procedure and complete the procedure by clicking “Submit” on the Electronic Receipt page. If Applicant received a paper version of the Disclosure Document, have a required signer for the Applicant sign and date the “Receipt” page at the end of the Disclosure Document and return it immediately by mail to your development representative.
2. All information must be legible and in English. Please type or print the information. For your convenience, the Application may be filled out electronically, saved and printed.
3. Attach supporting documents/information indicated in the Application Checklist. If the Application is not completed and/or supporting documentation is not attached, you must include an explanation of why the Application is not completed or the supporting documentation is not attached.
4. Applicant must be a natural person or an existing legal entity. You must provide a complete organizational chart up to the ultimate owning entity/entities and the ultimate individual owners of the Applicant.
5. Applicant must pay the franchise application fee (“**Franchise Application Fee**”) by check or wire transfer when the Application is submitted or promptly after expiration of the waiting period specified below. Please confirm the amount of your franchise application fee with your Developer.

NOTE: APPLICANT SHOULD NOT SUBMIT PAYMENT OF THE FRANCHISE APPLICATION FEE UNTIL AT LEAST THE DAY AFTER THE 14TH FULL CALENDAR DAY FOLLOWING THE DATE APPLICANT RECEIVED THE DISCLOSURE DOCUMENT IN PAPER FORM OR THROUGH THE E-DISCLOSURE PROCEDURE.

NOTE: Applicant must also pay the applicable Property Improvement Plan (“**PIP**”) fee if the Application is for a Conversion, Relicensing, or Change of Ownership.

Required Signatures:

The Application Letter must be signed and dated by the Applicant, or on behalf of the Applicant, by a person or persons with the capacity and authority to do so. The signatures required for valid execution of the Application Letter may vary depending on the laws under which the Applicant is established or resident. These laws must be complied with. Our minimum requirements for signatures are as follows:

Applicant	Signers
Individual(s)	Each Individual
Corporate Entity	President, Vice President or other authorized officer
General Partnership	Each General Partner
Limited Partnership	Any General Partner
Limited Liability Company	Managing Member(s) or other authorized Member(s)
Trust	Trustee(s)
Estate	Executor or Administrator

Part 1: Application Checklist

The following items must be included for the Application to be complete. We reserve the right to request additional information as we consider appropriate:

- Disclosure Document Receipt **signed and dated** or **submitted electronically** by Applicant (see page 1), if applicable.
- Application Letter **signed and dated** by Applicant, with completed Application pages.
- Franchise Application Fee dated and/or received no earlier than the day after the **14th full calendar day** after the date the Applicant received the Disclosure Document. Example: If you receive the Disclosure Document on January 1st, then the **earliest** you may pay the Franchise Application Fee will be 15 days after that date, on January 16th.
- A certification of formation or similar document evidencing the Applicant Entity's status in the jurisdiction of formation.
- Complete Ownership Structure Form for Applicant and its underlying ownership entities.
- Complete Ownership Structure Form for fee title holder or lessor/sublessor of Hotel/Hotel Site if related to Applicant.
- Market or feasibility study, if available, or on request.
- Site Control Document and all amendments (e.g., recorded deed, recorded ground lease, recorded purchase option, binding letter of intent, binding purchase agreement) in the name of Applicant or its affiliate.
- Site Plan, Aerial and Location Map with site identified (consult your Developer for site plan requirements).
- List of hotels owned or managed by Applicant.

CONVERSION PROJECTS - In addition to the above, include the following items:

- Conversion Indemnity Letter (if applicable)
- 3 Years' Hotel Operating Statistics (Summary Statement)

Part 2: Application Letter

Name of Applicant:	(“Applicant”)
Location:	(“Location”)

Brand (check one):

<input type="checkbox"/> Canopy by Hilton	<input type="checkbox"/> Hampton Inn & Suites by Hilton	<input type="checkbox"/> Motto by Hilton
<input type="checkbox"/> Conrad	<input type="checkbox"/> Hilton	<input type="checkbox"/> Signia by Hilton
<input type="checkbox"/> Curio Collection by Hilton	<input type="checkbox"/> Hilton Garden Inn	<input type="checkbox"/> Spark by Hilton
<input type="checkbox"/> DoubleTree by Hilton	<input type="checkbox"/> Home2 Suites by Hilton	<input type="checkbox"/> Tapestry Collection by Hilton
<input type="checkbox"/> DoubleTree Suites by Hilton	<input type="checkbox"/> Homewood Suites by Hilton	<input type="checkbox"/> Tempo by Hilton
<input type="checkbox"/> Embassy Suites	<input type="checkbox"/> LivSmart Studios by Hilton	<input type="checkbox"/> Tru by Hilton
<input type="checkbox"/> Hampton Inn by Hilton	<input type="checkbox"/> LXR	<input type="checkbox"/> Waldorf Astoria

This franchise application letter (“**Application Letter**”) is provided to Hilton Franchise Holding LLC (“**Franchisor**”), a subsidiary of Hilton Worldwide Holdings Inc. (“**Hilton Worldwide**”), authorized to consider and process an application for a franchise to operate a hotel under the Brand at the Location in the United States (“**Hotel**”). The present or future subsidiaries and affiliates of Hilton Worldwide are collectively referred to as “entities” (“**Entities**”). Applicant understands that Franchisor is relying on the information provided in this application and all documents submitted by Applicant and co-owners and their agents, advisers and representatives in connection with or in support of the application, including, but not limited to, this Application Letter (together, the “**Application**”). Applicant agrees to supply such additional information, statements or data as may be requested by Franchisor. Applicant represents, warrants, and undertakes to Franchisor and the Entities, that:

1. All information contained in the Application is true, correct and complete as of the date of this Application Letter. Applicant will promptly inform Franchisor of any change in any of the information provided in the Application.
2. Both Applicant and the undersigned have the authority to make the Application and to enter into a franchise agreement (“**Franchise Agreement**”) for the proposed Hotel at the Location. Neither the making of this Application nor the execution of a Franchise Agreement will conflict with nor put Applicant in breach of the terms of any agreements to which Applicant, its affiliates or the undersigned are a party or by which Applicant or its affiliates are bound. Neither Applicant nor its affiliates have been induced by Hilton Worldwide to terminate or breach any agreement with respect to the Location.
3. Certain information concerning Franchisor’s system for the Brand, including the Disclosure Document (if required under applicable law), the manual and the Franchise Agreement (together, the “**Franchise Information**”), has been made available to Applicant. Applicant is generally familiar with the Franchise Information and its requirements and is applying for the form of Franchise Agreement provided. Applicant undertakes to treat the manual which it may receive from Franchisor as confidential. Applicant acknowledges and agrees that the Franchise Information is the property of Hilton Worldwide and/or the Entities, and that Applicant obtains no right, title or interest in or to any of the Franchise Information. Applicant agrees not to use the Franchise Information unless and until a Franchise Agreement is entered into and then in accordance with the terms and conditions of the Franchise Agreement.
4. Applicant acknowledges that Hilton Worldwide and the Entities do not enter into oral agreements or understandings with respect to the Franchise Agreement, and as that of the date of this Application Letter there are no oral agreements or understandings between Applicant and Hilton Worldwide or the Entities with respect to the proposed Franchise Agreement.

5. Applicant acknowledges that the Franchise Application Fee must be enclosed with the Application if the mandatory waiting period specified in Paragraph 5 of the Instructions has expired, or must be paid promptly after expiration of the mandatory waiting period. If the Application is not approved or if Applicant withdraws the Application before it is approved, the Franchise Application Fee will be fully refunded, without interest, less \$7,500 for time and expenses incurred by Franchisor in processing the Application.

If the Application is approved, the Franchise Application Fee will not be returned or refunded under any circumstances (even if approval is conditioned on Applicant providing additional information). For a Change of Ownership Application, if Franchisor approves the Application, and the approved change of ownership does not occur, then Franchisor will refund the Franchise Application Fee without interest, less \$7,500. Franchisor reserves the sole right to approve or disapprove the Application for any reason. If the Application is approved, Applicant must provide any additional information requested, meet any additional requirements and sign the Franchise Agreement within the time period Franchisor specifies, and all other ancillary documents within the time period designated by Franchisor, failing which Franchisor may terminate the proposed hotel project and retain the Franchise Application Fee. The Franchise Application Fee may be invested, combined with other funds or otherwise used as Hilton Worldwide deems appropriate.

6. Applicant authorizes credit agencies/bureaus, financial institutions, companies and individuals to disclose to Hilton Worldwide any and all information for the purpose of Hilton Worldwide and the Entities completing any necessary credit and/or background investigations in connection with this Application and execution of any Franchise Agreement.

7. Applicant, jointly and severally if applicable, agrees to indemnify and defend Hilton Worldwide and the Entities and their respective officers, directors, employees, agents, representatives, and assignees (collectively, the “**Hilton Worldwide Indemnitees**”) against, and to hold them harmless from, all losses in connection with the Application and the Location, including breach of any representations, warranties or undertakings contained herein and all claims, demands, suits, causes of action, liabilities, losses or otherwise, directly or indirectly incurred (including legal and accounting fees and expenses), and including claims as a result of Franchisor processing the Application and/or approving a Franchise Agreement. Each Hilton Worldwide Indemnitee shall have the right independently to take any action it may deem necessary in its sole discretion to protect and defend itself against any threatened action subject to Applicant’s indemnification, without regard to the expense, forum or other parties that may be involved. Each Hilton Worldwide Indemnitee shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof. Hilton Worldwide may rely on any information, statement or notice from the Applicant pertaining to the Location or Franchise Agreement without having to investigate or ascertain the accuracy of any fact or allegation in the information, statement or notice.

8. This Application Letter may be executed in counterparts, each of which shall be deemed an original. This Application Letter must be signed by an authorized signatory for the Applicant (see Guidelines for Submitting a Franchise Application for required signatories).

9. This Application shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its choice of law principles.

Signature: _____
Individual’s
Name: _____
Entity Name,
if any: _____

Date: _____

Position: _____

**LIST ALL HOTELS OWNED AND/OR OPERATED BY APPLICANT
AND ITS EQUITY OWNERS**

(Attach additional pages if necessary)

Owner/Operator Name	Brand/Property Name, City/State	Description of Interest	% Equity

ORGANIZATIONAL CHART

INSTRUCTIONS: Please attach a full organizational chart for the Applicant entity (and Applicant's affiliate that will lease or sublease the Hotel or the Hotel Site to Applicant, if applicable) showing all direct and indirect equity owners up to the ultimate individual owners (but excluding public shareholders or passive investors in an institutional investment fund). For each equity owner, please describe the type of interest held in the entity (e.g., shareholder, general partner, limited partner, manager, member, trustee, etc.) and show the percentage of ownership of each equity owner.

For example:

Ultimate Owner A
(x% ownership interest)

Ultimate Owner B
(x% ownership interest)

Ultimate Owner C
(x% ownership interest)



Entity A
(x% shareholder)

Entity B
(x% shareholder)

Entity C
(x% shareholder)



HOTEL/SITE/SITE CONTROL INFORMATION

Location of Hotel/Hotel site:

Street Address/Coordinates:	
City, State/Province:	
Zip/Postal Code:	
Country:	

Brand:

<input type="checkbox"/> Canopy by Hilton	<input type="checkbox"/> Hampton Inn & Suites by Hilton	<input type="checkbox"/> Motto by Hilton
<input type="checkbox"/> Conrad	<input type="checkbox"/> Hilton	<input type="checkbox"/> Signia by Hilton
<input type="checkbox"/> Curio Collection by Hilton	<input type="checkbox"/> Hilton Garden Inn	<input type="checkbox"/> Spark by Hilton
<input type="checkbox"/> DoubleTree by Hilton	<input type="checkbox"/> Home2 Suites by Hilton	<input type="checkbox"/> Tapestry Collection by Hilton
<input type="checkbox"/> DoubleTree Suites by Hilton	<input type="checkbox"/> Homewood Suites by Hilton	<input type="checkbox"/> Tempo by Hilton
<input type="checkbox"/> Embassy Suites	<input type="checkbox"/> LivSmart Studios by Hilton	<input type="checkbox"/> Tru by Hilton
<input type="checkbox"/> Hampton Inn by Hilton	<input type="checkbox"/> LXR	<input type="checkbox"/> Waldorf Astoria

Development Type:

New Development*
 Conversion
 Change of Ownership
 Relicensing
 (*new build/adaptive reuse)

Hotel Affiliation (for New Development/Conversion applications only):

Has there ever been a franchise, branded management, affiliation, or similar agreement pertaining to the proposed hotel or site?

No Yes/Describe: _____

Is the hotel currently under contract with another hotel chain?

No Yes/Specify hotel chain: _____

Hotel Facilities (existing and/or proposed):

Total Guest Units:		# of Standard Rooms:		# of Suites:		# of Stories:	
Year Built (open hotel)		Meeting Space?	<input type="checkbox"/> No	<input type="checkbox"/> Yes:	sq. ft	# of Mtg Rms:	
Ballroom?	<input type="checkbox"/> No	Yes/Description/square footage:					
Fitness Center?	<input type="checkbox"/> No	Yes/Description:					
Spa?	<input type="checkbox"/> No	Yes/Description:					
Swimming Pool?		Hot Tub/Jacuzzi?					
Food & Beverage Facilities (outlets, capacity, meals served, operated/leased, current/planned brand names):							
Other Retail Outlets (type, operated/ leased, current/planned brand names):							
Other Amenities (specify):							
Shared Facilities?	<input type="checkbox"/> No	Yes/Description:					
Condo Residences?	<input type="checkbox"/> No	Yes/(#):					
Hotel Rental Program?	<input type="checkbox"/> No	Yes/Description:					

Hotel Site /Building Information:

Total sq footage of site: _____ Zoned for hotel development? No Yes
 Max height allowed by zoning: _____ Ft. Stories _____
 Site/Development Restrictions? No Yes/Describe: _____

Please describe Applicant’s current form of site control for the Hotel or Hotel Site:

- Owned by Applicant (attach copy of recorded deed)
- Ground lease (attach copy of recorded ground lease) Expiration Date: _____
- Binding option agreement (attach copy of recorded agreement) Exercise Deadline: _____
- Binding purchase agreement (attach copy of executed agreement) Closing Deadline: _____
- Other/Describe: _____

If Hotel or Hotel Site is currently owned by someone else other than Applicant, please indicate:

Hotel/Hotel Site owner name:	
Street Address:	
State/Province:	
Zip/Postal Code:	
Country:	
Telephone:	
Fax:	
Email:	
Related to Applicant?	<input type="checkbox"/> No <input type="checkbox"/> Yes/Describe:

If Hotel or Hotel Site will, upon close of purchase, be owned by someone other than Applicant, please indicate:

Fee owner/Lessor name:	
Street Address:	
City, State/Province:	
Zip/Postal Code:	
Country:	
Telephone:	
Fax:	
Email:	
Related to Applicant?	<input type="checkbox"/> No <input type="checkbox"/> Yes/Describe and provide ownership structure of fee owner.

FINANCIAL INFORMATION/PROJECT TIMELINE

Estimated Project Costs - New Development Project:

Costs	Overall	Per Key
Land:	US\$	US\$
Construction:	US\$	US\$
FF&E:	US\$	US\$
Other:	US\$	US\$
Total Project Costs:	US\$	US\$

Estimated Project Costs – Conversion or Change of Ownership (existing hotel):

Costs	Aggregate	Per Key
Purchase Price/Current Market Value:	US\$	US\$
Renovations/Upgrades:	US\$	US\$
Other:	US\$	US\$
Total Project Costs:	US\$	US\$

Estimated Project Timeline:

Forecasted Construction/Renovation Start Date:	
Forecasted Construction/Renovation Completion Date:	

Operating Projections:

Assumptions	Year 1	Year 2	Year 3	Year 4	Year 5
% Occupancy					
Avg Daily Rate (US\$)					

Financing/Refinancing Information:

Do you have a loan or loan commitment for this project? No Yes (continue)

Name of Lender(s): _____

Loan Amount: _____ Percentage Equity: _____

Description: _____

New? Existing? _____

Is the loan (or will the loan be) cross-collateralized by other hotels/real estate assets or cross-defaulted to any other loan(s)?

No Yes/Describe: _____

Deadlines associated with Project or Application:

Are there any critical deadlines we should know about in processing your application, such as purchase closings or financing commitment deadlines?

No Yes/Describe: _____

EXHIBIT G

INFORMATION TECHNOLOGY SYSTEM AGREEMENT

THIS INFORMATION TECHNOLOGY SYSTEM AGREEMENT ("Agreement") is entered into as of %HotelApprovedDate% (the "Effective Date") by and between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity% ("Customer"), each of which is a "Party" and both of which are, collectively, the "Parties". This Agreement includes all of its attachments, exhibits, schedules and Order Documents as well as all other documents expressly incorporated into it by reference.

RECITALS

Customer is a party to a management agreement and/or franchise agreement with an affiliate of HSS for the %BrandCodeDesc% hotel located at %PropertyAddressLine%, (the "Hotel"). Customer is entering into this Agreement in order to obtain and use certain information technology ("IT") products, services and systems for and at the Hotel.

ARTICLE 1. DEFINITIONS AND ORDER DOCUMENTS

1.1 Use of Relationship Agreement. The provisions of this Agreement will be deemed to include all of the terms, requirements, covenants and conditions contained in either (i) the Customer's Franchise Agreement; or (ii) the Customer's Management Agreement, (the "Relationship Agreement"), with such modifications as are necessary to make them applicable to this Agreement and the Parties as if set out in full in this Agreement. In the event that both a Customer's Franchise Agreement and Customer's Management Agreement exist, without prejudice to Article 7 (Precedence and Interpretation) then only the terms, requirements, covenants and conditions contained in the Customer's Franchise Agreement will be deemed to be incorporated into this Agreement.

1.2 Definitions. Unless otherwise defined in the body of this Agreement or in Annex 1 – Definitions, all of the defined words and expressions used in this Agreement have the meanings set out in the Relationship Agreement.

1.3 Ordering Software, Services and Authorized Equipment. Customer may order Software, Services and Authorized Equipment by submitting an HSS-approved form of order document ("Order Document") to HSS. Once accepted by HSS the Order Document becomes part of this Agreement.

ARTICLE 2. SOFTWARE, FEES AND MASTER AGREEMENTS

2.1 License to Software. HSS licenses to Customer the Proprietary Software and sublicenses to Customer the Certified Third Party Software set forth in the Order Document on the terms and conditions set forth in this Agreement.

2.1.1 Customer may be required to execute a separate license agreement directly with one or more third party software providers in connection with Certified Third Party Software not licensed from HSS and such Certified Third Party Software will be licensed on the terms and conditions set out in such separate license agreement.

2.1.2 The Proprietary Software and Certified Third Party Software for which there is no separate license agreement are licensed or sublicensed to Customer under this Agreement on the following terms and conditions:

- a) The license is personal, non-exclusive and non-transferable.
- b) The Software may be used by Customer solely on the Authorized Equipment and solely for the operation of the Hotel.
- c) Except for a single copy of Certified Third Party Software which may be maintained by Customer for archival back-up purposes, Customer will not reproduce or reuse, in whole or in part, any Software, documentation or materials comprising any portion of the Information System in any manner (whether directly or in creating a new use or otherwise) without the prior written consent of HSS. Customer will not cause or permit any reverse engineering, disassembly or de-compilation of any of the Software or any review of Software data structures.
- d) Customer will accept all patches, bug fixes, updates, version upgrades, maintenance and service packs (collectively, "Patches") from HSS or the relevant Preferred Provider that are deemed necessary by HSS for

the proper function and security of the Software. HSS is not responsible for performance or security issues that result from Customer's failure to accept the application of Patches.

e) Customer recognizes the confidential and proprietary nature of the Software and agrees to maintain the Software in confidence in accordance with Article 6 (Confidentiality). Customer will not permit the Software and related documentation to be used or accessed by anyone other than Customer's employees or contractors pursuant to Section 2.1.2 (b) who are bound by obligations of confidentiality no less stringent than those set forth herein.

2.1.3 Customer will not remove or obscure any copyright, trademark, other mark or confidentiality notices affixed to any Software and will not modify it or combine it with or into any other program, data or device.

2.1.4 No legal or equitable title to or ownership of any of the Software or any proprietary rights therein are transferred to Customer under this Agreement other than the limited software license specified herein.

2.1.5 Customer acknowledges and agrees that the Software is owned by HSS, HSS' Affiliates and/or their respective licensors and that everything in the Software, including all intellectual property, is proprietary to HSS, HSS's Affiliates and/or their licensors, respectively. Customer also acknowledges and agrees that HSS may, at its discretion, make changes in, and substitutions of, the Software. Any new or additional Software made available to Customer by HSS is licensed to Customer under the terms of this Agreement.

2.2 Fees and Payment. All Fees are subject to change by HSS and/or the relevant third party as applicable. Customer will make all payments under or required by this Agreement in United States Dollars and within thirty (30) days of receipt of the invoice therefore.

2.3 Master Agreements with Third Parties. HSS or its designee may, without warranty or representation of any kind, negotiate with any third-party vendor a master services, software or equipment purchase or lease agreement (collectively, the "Master Agreements") and permit Customer to purchase or lease Authorized Equipment, license software and purchase services from those third-party vendors (each a "Preferred Provider") pursuant to the terms of the applicable Master Agreements. The Preferred Providers may require Customer to execute a joinder or participation agreement for the applicable Master Agreement, in substantially the forms contained in schedules to the relevant Order Document (collectively, the "Joinder Agreements"). Customer will be bound by the terms of that Master Agreement as specified in the relevant Joinder Agreement(s) and will be directly and solely responsible for Customer's compliance with and performance under the Joinder Agreement.

2.4 Customer Cooperation. Customer will provide HSS and its Affiliates and its and their respective third-party providers with such cooperation relating to HSS's performance of its obligations under this Agreement as HSS may reasonably request from time to time. Customer agrees to comply with the Information System's regulations, rules and policies as HSS may determine from time to time. Customer also agrees to comply with the Brand Standards.

ARTICLE 3. AUDITS

Customer will maintain records sufficient to permit verification of Customer's compliance with this Agreement. Upon forty-five (45) days written notice (or such shorter period of time as may be required under any applicable Master Agreement), HSS or its designee may perform examinations, tests, audits, inspections and reviews of Customer's compliance with this Agreement, including by using the services of one or more third parties. Customer will cooperate with HSS's audit activities and provide reasonable assistance and access to information when requested, including to all of the following: (a) any part of any facility, including the Hotel, at which any Services and products provided pursuant to this Agreement are performed, provided or used; (b) the employees and contractors Customer uses in connection with its operation of the Hotel; and (c) data and records. No such audit will unreasonably interfere with Customer's normal business operations. Customer agrees that HSS will not be responsible for any of Customer's costs incurred in cooperating with any audit.

ARTICLE 4. TERMINATION

4.1 Termination. HSS may terminate this Agreement by written notice to Customer on any of the following grounds:

4.1.1 Customer fails to pay any sums due and payable under this Agreement and fails to cure such failure within the cure period set forth in the notice, which will not be less than ten (10) days;

- 4.1.2 Customer breaches its obligations under Article 6 (Confidentiality);
- 4.1.3 Customer fails to refresh the Authorized Equipment at the Hotel as required by HSS; and
- 4.1.4 Customer breaches any other provision of this Agreement and does not cure that breach within the cure period set forth in the notice, which will not be less than thirty (30) days.

This Agreement will automatically terminate upon the termination or expiration of the Relationship Agreement.

4.2 Customer's Obligations upon Termination or Expiration. Upon any such termination the licenses granted to Customer under this Agreement, and the obligations of HSS to provide any Agreement Products and Services will immediately terminate. Customer will immediately cease using all Agreement Products and Services and promptly at HSS's discretion return any and all Agreement Products to HSS other than Authorized Equipment Customer owns, or destroy the same; provided, however, that Customer must return to HSS all Software contained in such Authorized Equipment. All of Customer's covenants and obligations under this Agreement will survive termination and expiration.

4.3 Termination Fees. Upon termination of this Agreement Customer will pay: (a) all unpaid Fees related to the Agreement Products and Services, Software and Authorized Equipment incurred by Customer; (b) all costs to HSS of all the Agreement Products and Services, Software and Authorized Equipment that exceeds what the Customer paid for same; (c) all termination, penalty or administrative fees that would not be payable but for the termination for cause; (d) all costs related to disabling the Agreement Products and Services, together with related intervention or administration fees; (e) all costs and fees for any Authorized Equipment, Authorized Equipment maintenance Services, Software, Software maintenance Services, network and other Services HSS and its Affiliates, in their sole discretion, provide to Customer at Customer's request after the termination effective date; and (f) all termination fees identified in the Customer's Order Document.

4.4 Suspension of Service. If Customer fails to comply with the Information System use regulations, rules or policies, or is otherwise in default under this Agreement HSS may, in its sole discretion: (a) disable Customer's access to or use of all or any part of the Information System and suspend any part of the Services provided or supported under this Agreement and (b) suspend and withhold performance of HSS's obligations under this Agreement. Customer will not be entitled to any compensation, refund or reduction in charges as a result of such action. Customer agrees that any such disabled access and suspension from the Information System will not constitute or result in actual or constructive termination or abandonment of this Agreement, or a waiver or release of any right to terminate. HSS may charge Customer for the cost relating to such disabling and suspending and, if Customer's defaults are cured as required, re-enabling such access and resuming such obligations, if any, together with related intervention or administration fees.

4.5 Limitation on Access. If HSS determines in its sole discretion that it is necessary or advisable in order to protect in any way and for any reason the Information System, HSS may bar Customer's access to the Information System and may temporarily or permanently remove any or all data or other files. Such reasons include, without limitation, HSS or third party provider's determination that: (a) Customer's network connection, software, equipment or files may infect the Information System with Malicious Code, (b) internet access by the Customer or Customer's access to or use of the Information System is in violation of the applicable acceptable use policy governing use of the provider's services or any law or (c) Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. Neither HSS nor any such third-party provider will be liable for any inconvenience or disruption to the Customer or any consequences thereof caused by such measures.

ARTICLE 5. DISCLAIMERS

HSS makes no representations or warranties as to any Certified Third Party Software, any Authorized Equipment or any Services provided by any Preferred Provider and will have no liability whatsoever for the terms and conditions thereof, performance of any obligations or other agreements therewith, any equipment purchased, leased, or installed, any Services performed, any use of any software, or any software licensed or sublicensed by any Preferred Provider. The sole warranties provided to Customer, if any, with respect to the Certified Third Party Software, Authorized Equipment or Services provided by the Preferred Providers are provided by the applicable third party vendor pursuant to a written warranty, if any, provided to Customer by such third party vendor. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a Preferred Provider, HSS will, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition. HSS reserves the right to make changes and substitutions in the components of the Information System.

Except as specifically provided in this Article 5 (Disclaimers), HSS disclaims all express or implied warranties with respect to the Software, Authorized Equipment, Services and Information System, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility, or those that may arise from course of dealing or course of performance or that any Software, Services or Authorized Equipment provided hereunder will not violate the intellectual property rights of and person or entity. HSS does not guarantee, warrant, or make any representations to the effect that any of the Software, Authorized Equipment, Services or Information System provided or made available to Customer under this Agreement (a) will be continuously available, uninterrupted or defect-free, delay-free, or error-free, (b) will have its defects or errors corrected, (c) will operate in combination with any Customer or third party software, system, service, data or equipment not made available by HSS, (d) will be free of Malicious Code or other harmful components, or (e) will be accurate or complete. HSS does not guarantee, warrant or make any representations regarding the use of, or the results of, any of the Software, Authorized Equipment, Services or Information System in terms of its respective correctness, accuracy, reliability, or otherwise.

HSS will not be liable for, and makes no warranty or guarantee of, the confidentiality or privacy of any data or other files transmitted to, on, from or through the Agreement Products and Services and/or the Information System and is not responsible for any delays, delivery failures, or other damage resulting from such problems arising in connection therewith. HSS is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer content, Customer applications or third party content. HSS is not responsible for incorrect or inaccurate entry information, or destroyed, impaired or lost data, whether caused by Customer or by any of the equipment or programming associated with or utilized in the Information System or by any technical or human error which may occur in the processing of any information related to the Information System.

HSS will have no liability to third parties for any claims, losses or damages of any type whatsoever arising out of or in any way related to the access to or any use of any of the Agreement Products and Services or any part of the Information System. Customer will be responsible for, and Customer will indemnify HSS and its Affiliates and hold them harmless from and against any and all allegations, losses, demands, claims (including taxes), liabilities, damages (including punitive and exemplary), fines, penalties and interest, and all related costs and expenses of whatever nature (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties) from any individual or entity which arise out of Customer's (a) access to or any use of any of the Agreement Products and Services or any portion of the Information System, and (b) acts and omissions under this Agreement, including without limitation infringement of any intellectual property rights.

HSS reserves the right for any reason, including, but not limited to, Customer's failure to comply with the Information System's use regulations, rules and policies, to temporarily bar access of Customer to the Information System and/or to temporarily or permanently remove any or all data or other files if HSS or the third party provider hereunder determines or receives notice that Customer's network connection, software, equipment or files may infect the Information System with a virus, that internet access by the Customer or Customer's access to or use of the information system is in violation of the applicable acceptable use policy governing use of the internet service provider's services ("AUP") or any governmental law or regulation or that Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. HSS and the third party provider will not be liable for any inconvenience or disruption to the Customer caused by such measures.

HSS may inform governmental authorities or interested third parties if HSS suspects, believes or receives notice that Customer's data or other files contain legally prohibited information or are being used for illegal purposes. Customer acknowledges that HSS or the third party provider may monitor and review stored data and other files without restriction and Customer hereby acknowledges and consents to such monitoring. Customer also acknowledges that HSS or the third party provider may need to release Customer's data or other files when HSS or the third party provider believes it must do so in order to comply with a law, subpoena, warrant, order or regulation arising from litigants, law enforcement, courts and other governmental agencies. Neither HSS nor the third party provider will be responsible or liable to Customer for any such actions taken by HSS or the third party provider

The remedies provided in this Agreement constitute Customer's sole and exclusive remedies. In no event will HSS be liable for any special, incidental, consequential or exemplary damages, including without limitation damages for loss of use, lost profits or loss of data or information of any kind, arising out of or in connection with this Agreement, whether or not HSS has been advised of the possibility of such loss or damage. In no event will HSS's liability to Customer arising out of or in connection with this Agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by Customer to HSS under this Agreement during the six (6) month period immediately preceding the time that the cause of action giving rise to such liability first accrues.

To the extent not prohibited by law, the warranties contained in this **Article 5 (Disclaimers)** are exclusive and there are no other express or implied warranties or conditions.

**ARTICLE 6.
CONFIDENTIALITY**

Customer will maintain the confidential and proprietary nature of the Proprietary Software, Certified Third Party Software, Information System, Services and any and all information, documentation and materials of HSS and HSS Affiliates which are disclosed under or provided or made available to Customer under or in connection with this Agreement. The foregoing includes without limitation proprietary ideas, patentable ideas, copyrights, trade secrets, existing and contemplated products and services, software, schematics, research and development, discoveries, inventions, methods, processes, materials, algorithms, formulas, specifications, designs, data, strategies, plans, and know-how, whether tangible or intangible (collectively, the “Confidential Information”). Customer will maintain such Confidential Information in confidence and agrees not to disclose or otherwise make available the Confidential Information to any person or entity other than Customer’s employees at the Hotel who are bound by obligations of confidentiality no less stringent than those set forth herein, without prior written consent of HSS. Customer further agrees to take all reasonable steps and precautions necessary to protect the Confidential Information from unauthorized use or disclosure.

**ARTICLE 7.
PRECEDENCE AND INTERPRETATION**

The terms and conditions of Customer’s use of the Agreement Products and Services and the Information System will be governed exclusively by this Agreement and any applicable Joinder Agreements notwithstanding any different terms submitted by Customer to HSS. In the event of any conflict between this Agreement and any Order Document, the Order Document will control. Terms in the Relationship Agreement addressing the same issue as terms in this Agreement will be deemed to be additional and complimentary to this Agreement’s terms except to the extent that such Relationship Agreement terms specifically conflict with the terms of this Agreement in which case the terms of this Agreement will control.

Confidential

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the Parties agrees to be bound by all of the terms of this Agreement.

HSS
Hilton System Solutions, LLC

CUSTOMER:
%LegalEntity%

By: %HiltonApproverSignature% By: %HotelApproverSignature%

Name: %AMERCountersigner% Name: %HotelApproverName%

Title: %AMERCountersignerTitle% Title: %HotelApproverTitle%

Date: %HiltonApprovedDate% Date: %HotelApprovedDate%

Confidential

ANNEX 1 DEFINITIONS

As used in this Agreement, the following terms have the meanings given to them below.

1. "Agreement Products and Services" means, collectively, the Software, Authorized Equipment, Services, subscriptions, Information System, documentation and all other materials identified herein that is or may be made available to Customer pursuant to this Agreement.
2. "Authorized Equipment" means equipment that has met HSS standards for operating as part of the Information System and which is made available for purchase or lease under this Agreement or a Joinder Agreement.
3. "Certified Third Party Software" means software licensed by third parties to Customer or sublicensed by HSS to Customer and listed in the applicable Order Document.
4. "Fees" means, collectively, all of the fees, charges and expenses chargeable to or due from Customer under this Agreement, including any Order Document.
5. "Information System" means, collectively, the software, equipment and IT systems made available by HSS and its Affiliates for Customer's access, use or benefit, including without limitation PEP and the OnQ technology.
6. "Malicious Code" means any virus, worm, trojan horse, spyware, adware, rootkit, ransomware, scareware, rogware, backdoor, trap door, logic bomb or similar item intended to cause or capable of causing undesired effects, security breaches and/or damage to a system or a system's contents.
7. "Proprietary Software" means software owned by HSS or its Affiliates.
8. "Services" means the services provided under this Agreement.
9. "Software" means the Certified Third-Party Software and Proprietary Software

Confidential

ORDER DOCUMENT

Customer Name: %LegalEntity% **Customer Contact:** %GMName%

Customer Address: %PrimaryContactName% %PropertyName%
%PrimaryContactAddressBlock% %PropertyAddressBlock%

Property Name: %PropertyName% **Issue Date:** %CreationDate%

This Order Document is issued under and is a part of the *Information Technology System Agreement* ("Agreement") between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity% ("Customer") and includes all of its schedules, attachments, and exhibits as well as all other documents expressly incorporated into it by reference. It becomes effective on the date identified by HSS under the signature blocks below ("Order Effective Date") and when signed by both parties is automatically incorporated into and becomes part of the Agreement. All licenses and sublicenses of software, all subscriptions, all Services and all equipment provided herein or obtained hereunder are subject to the terms and conditions of the Agreement and to the terms of this Order Document. Unless otherwise specified the defined terms in this Order Document have the meanings given them in the Agreement.

The pricing provided here for goods and services provided by HSS is valid for a period of ninety (90) days following the date of issue of this Order Document to Customer ("Issue Date"). Should this Order Document not be signed by the Customer within those (90) days, Customer must obtain written confirmation from HSS that the pricing requested by Customer remains in effect.

Except as otherwise noted herein or in the applicable invoice all payments required by this Order Document must be made in United States Dollars within thirty (30) days of receipt of the invoice therefore. Customer acknowledges and agrees that HSS or its Affiliates may derive revenues and/or other material consideration on all or a portion of the fees paid by Customer and that HSS may use third parties to perform the Services. All fees indicated are exclusive of applicable taxes, shipping, insurance, rigging, duties and other related fees and expenses, all of which are payable by Customer. Provision of the Authorized Equipment, Software and Services is made in consideration of the Customer's promise herein to pay the fees therefor and is subject to Customer's timely payment of such fees. HSS may delegate certain of its operational responsibilities hereunder to third parties but remains responsible therefore.

EXECUTION INSTRUCTIONS: Please sign this Order Document, each of the documents in Schedule C and any other Schedules indicated as needing your signature.

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the parties agrees to be bound by all of the terms of this Order Document.

HSS
Hilton System Solutions, LLC

CUSTOMER:
%LegalEntity%

By: <u> %HotelApproverSignature% </u>	By: <u> %HotelApproverSignature% </u>
Name: <u> %AMERCountersigner% </u>	Name: <u> %HotelApproverName% </u>
Title: <u> %AMERCountersignerTitle% </u>	Title: <u> %HotelApproverTitle% </u>
Date: <u> %HiltonApprovedDate% </u>	Date: <u> %HotelApprovedDate% </u>

The Order Effective Date for this Order Document is the date it is signed by HSS.

1. Software, Systems and Related Services.

1.1 Software, Systems and Interfaces. HSS licenses to Customer use of the Hilton Property Engagement Platform (“PEP”) and the following Proprietary Software and sublicenses to Customer use of the Certified Third Party Software included in PEP under the terms specified in the Agreement.

A. Interfaces (Proprietary Software unless otherwise noted):

	Interfaces	Those Being Licensed to Customer are Noted with “X”
1.	Call Accounting interface	%CallAccounting%
2.	PBX interface	%PBX%
3.	Voice Messaging interface	%VoiceMail%
4.	Point Of Sale interface	%POS%
5.	Movie Only Billing interface	%MovieSystem%
6.	TV Services (Express Checkout, Movies, etc.) interface	%VideoCheckOut%
7.	Mini-Bar Posting interface	%MiniBarPosting%
8.	Credit Card Authorization & Settlement interface	%CreditCard%
9.	Guest Internet Access interface	%INetCallAccounting%
10.	Combined HSIA & PayTV interface	%TVandHSIA%
11.	PPIC interface	%PPIC%
12.	Electronic Key interface	%ElectronicKey%
13.	Energy Management interface	%EnergyMgmt%
14.	Police interface	%Police%
15.	Back Office interface	%BackOffice%
16.	Guest Call Center interface	%CallCenter%
17.	Parking interface	%Parking%
18.	Spa interface	%SPA%
19.	Convention and Event interface	%CONFEVENT%
20.	Digital Compendium	%Intelity%
21.	Housekeeping / Engineering / Rapid Response	%HOTSOS%

B. Additional Software. HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services. Such Software made available to Customer by HSS is licensed to Customer under the terms of this Agreement.

1.2 Reserved.

1.3 Training and Training Materials.

There are a number of training modules applicable for each job role regarding PEP’s and the Proprietary Software’s function. The Hotel is responsible for ensuring that all employees who have responsibilities related to the use of PEP and the Proprietary Software complete the applicable training modules prior to the implementation of PEP, the Proprietary Software and Certified Third Party Software above at the Hotel, or within ten (10) days of employment, as agreed to with HSS. All such Hotel staff must successfully complete the training as a prerequisite to receiving permission from HSS’s installation team to complete the implementation of PEP, the Proprietary Software and Certified Third Party Software. The Training Matrix, part of the Required Training Documents (“RTD”) provided by HSS, must be completed and verified by the HSS Implementation Specialists.

1.4 Cost of Certain Installation, Implementation and Training Services. The cost of certain installation, implementation, and training services (including the HSS implementation specialists) and materials are set forth below. These costs and travel expenses will be billed to Customer by HSS or the Preferred Provider following installation of the Information System. Additional costs for training replacement General Managers or other Hotel personnel will be billed to Customer prior to such training dates at the then current rate charged by HSS for such training.

1.5 Site Surveys. HSS will determine if an onsite, remote or combined Site Survey is required. Customer and HSS will mutually determine the scope, schedule and timing of a site survey that may be required for the preparation, installation and/or implementation of PEP (the “Site Survey”). HSS and Customer will identify the responsible parties for each aspect of the Site Survey. In preparation for any Site Survey, Customer will provide information and documentation relative to the Hotel as requested by HSS, including, but not limited to, hotel drawings, room locations and wiring diagrams. If HSS performs on-site services during the Site Survey, the Customer is responsible for providing timely access to the Hotel property, as well as complimentary room nights with confirmed reservations at the Hotel, as needed in the course of performing the Site Survey. A Hotel representative will be appointed by Customer to provide escort and access

to guest rooms for the room inspection portion of the Site Survey. The fees and costs for any work performed by HSS relative to the Site Survey, including any fees for creation and validation of the wireless network design, any travel expenses, per diem fees and other out-of-pocket related costs, will be billed separately by HSS to the Customer. Any additional costs incurred due to delays in performing the Site Survey caused by the Customer's Hotel will also be billed to Customer.

1.6 Implementation Services. HSS may, in its sole discretion, provide remote, on-site or combined implementation services for Customer's Authorized Equipment and related Certified Third Party Software. Some are described below but more exact requirements may be set forth in the applicable Brand Standards and are subject to change by HSS or HDOC or their affiliates or subsidiaries from time to time. HSS will provide the services using Systems Implementation consultants. The number of consultants and number of days they will be used will be determined by HSS based upon the size and type of the Hotel and the Hotel's IT requirements. These consultants may:

- (a) work with the Hotel, which is responsible for the cost of building the Hotel's database, including the verification of the proper functioning of the Software, installation, conversion, implementation, data conversion or recovery;
- (b) provide procedural support for the property management system to the Hotel's management;
- (c) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;
- (d) support the Hotel's staff in their use of the Information System through the Hotel's management;
- (e) work with the Hotel's management to assure that the Hotel has all necessary tools for the implementation of the Information System (i.e., Authorized Equipment, Certified Third Party Software, documentation, etc.);
- (f) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
- (g) work with third party vendors to meet the technical criteria for interface communications (i.e., central reservations, call accounting, energy management, door lock, guest internet access, etc.);
- (h) verify that all front desk staff and Hotel's management have successfully completed the Information System Training;
- (i) identify and address operational problems that involve the Information System; and
- (j) formulate and present recommendations that maximize efficient use of the Information System.

1.7 Authorized Equipment Installation. Whether Customer elects to purchase or lease Authorized Equipment from a Preferred Provider through one of the Master Agreements HSS will coordinate the installation of such Authorized Equipment at the Hotel.

A. Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles and services for direct communication between HSS and the Hotel as is reasonably necessary for the operation of, and for the diagnosing of issues involving, the Agreement Products and Services, including without limitation, network access and wide area network connections to the Central Reservation System and Internet.

B. Customer will make available, at its own expense, prior to the agreed upon installation date a location that, in HSS's opinion, is suitable for installation of such Authorized Equipment. Customer will furnish any electrical connections and dedicated phone lines which may be required by HSS and will perform and pay for all work, including alterations, which in the sole discretion of HSS is necessary to prepare the Hotel for the installation and proper operation of the Authorized Equipment.

C. Any delay in shipment and installation of Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Providers, or any other retailers, will, for the duration of such delay, excuse any failure of HSS to install the Authorized Equipment on or before the agreed upon installation date. However, HSS will use commercially reasonable efforts to require such approved vendors to comply with their service level agreements as to installation and shipment timing for Customer's installation, in accordance with such approved vendor agreements.

D. If Customer elects to purchase such Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's determination that it conforms to HSS's specifications and testing procedures and can be configured with the Software.

1.8. Software Installation.

A. Unless specifically stated as being implemented by HSS, it is Customer's obligation to install the Software on the Authorized Equipment and any related hardware at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software modules may be installed and/or be operational prior to other Software modules. Customer will be responsible for all fees and costs incurred in the installation of Software and any related Software.

B. If Customer purchases the Authorized Equipment from HSS or a Preferred Provider, the Preferred Provider or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS will complete the installation at the Hotel, as applicable, on the agreed upon installation date. If Customer does not purchase the Authorized Equipment from the Preferred Provider, HSS will install the Software and any related software at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software modules may be installed and/or operational prior to other Software modules. The Software modules to be installed will be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Provider or HSS to install any and all other Software modules on the Authorized Equipment in or at the Hotel, as provided for herein.

C. If Customer purchases Authorized Equipment from a retailer other than the Preferred Provider, Customer will pay for configuring the Authorized Equipment purchased from such retailer, with the Software. Customer will also be responsible for shipping and shipping related costs to and from HSS for such configuration.

1.9 Third Party Interface Testing and Connectivity. If Customer requires the implementation of any interface Proprietary Software for connectivity to third party systems, Customer will be responsible for any fees assessed by the third party vendors to test and implement the necessary connectivity. In addition, Customer will be required to make arrangements with any such third party vendor to provide the necessary assistance required to test and to implement the interface connectivity. This assistance requires the vendor to be on-site at the time of testing and implementation, unless the third party vendor can perform all necessary tasks (as defined by HSS) through a remote connection to the Customer's third party system. The cost incurred by any third party vendors for testing and implementing connectivity to third party systems will be billed to Customer by HSS, or such vendors for the license of each copy of the Proprietary Software and the Certified Third Party Software licensed to Customer by HSS

1.10 Certain Costs and Payment Terms.

A. Software License Fees. Customer will pay HSS, Preferred Provider or another retailer approved by HSS, a fee for the license of each copy of the Proprietary Software and the Certified Third Party Software, licensed or sublicensed to Customer by third parties or installed on the Authorized Equipment at the Hotel (the "License Fees"). The License Fee to be paid for PEP, which is a one-time fee, is based on the number of guest rooms in Customer's Hotel

Number of Guest Rooms (Tiers)	Current License Fees*
1 to 300 Guest Rooms	\$ 8,000.00
301 to 500 Guest Rooms	\$ 9,500.00
501 or more Guest Rooms	\$12,500.00

*These fees are subject to change.

If, after paying the original License Fee, the number of guest rooms in Customer's Hotel is increased to a new tier, Customer will pay the difference between the original License Fee and the License Fee payable under the new tier. As an example, if the Hotel had 280 guest rooms and Customer paid the \$8,000 License Fee, and then Customer expanded the Hotel to 350 guest rooms, Customer would pay HSS an additional \$1,500 (the difference between the License Fee for the 1 to 300 guest room tier and the License Fee for the 301 to 500 guest room tier).

PEP License Fee	;%SystemTwentyOneSWFee%
OnQ® Virus and CAL Licenses	;%SystemTwentyOneVirusSW%

B. Cost of the Authorized Equipment, Certified Third Party Software and Other Fees. The cost of the Authorized Equipment, Certified Third Party Software and other fees are shown below. The costs will be invoiced to Customer by HSS or by the Preferred Provider.

Authorized Equipment and Certified Third Party Software	;%SystemTwentyOneHWFee%
Standard Upgrade Fee	;%StandardUpgradeFee%
Standard Plus Software License Fees	;%StandardPlusSoftwareFee%

C. Cost of Training and Training Materials. The cost of the training is shown below. This cost will be invoiced to Customer by HSS or the third party provider HSS may use at the same time as it renders its invoice to Customer for the License Fees. Additional costs for training replacement general managers or other hotel personnel will be invoiced to Customer prior to such training dates. Customer will be responsible for charges incurred for use of Virtual Private Network (“VPN”) to access the training hotel. These costs include fees from HSS’s current VPN access provider, for up to 5,000 minutes of network access as well as HSS internal costs for configuration services. VPN access will be terminated for each property at the time of hotel opening or live utilization of the Information System.

Training System Access Fee \$%TrainSysAccessFee%

There is currently no additional charge for the CBT training modules which are included within the software.

Information System Planning Workshop \$%SystemTwentyOnePlanningWS%

Sales Skills Training: For the Hampton and Homewood brands (N/A for other brands), attendance is required by general manager, assistant general manager, or full-time sales manager within ninety (90) days of employment.

\$%SalesTrainingFee%

General Manager Leadership Program: \$%GMTrainingFee%
 For ES/HH/HIS/HW/DT/DC (N/A for other brands):

Pre-Opening Materials \$%PreOpeningFee%
 For ES/HH/HIS/HW/DT/DC (N/A for other brands):

D. Cost of Installation and Implementation Services. The cost of the installation and implementation Services (including the cost of the Systems Implementation Specialists but excluding the cost of any services described in any other schedules) is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the Proprietary Software.

Preferred Provider Fee: \$%ServicesPreferred%
 (Configuration fees and Training Room Network Installation, as applicable)
 (Includes travel expenses)

Project Management, Contracting and Sales fee (“PMCS Fee”) \$%ServicesPMCS%
 Site Survey (travel expenses are additional) \$%HHCSiteSurvey%
 Installation Support Fee \$%InstallSupport%
 Implementation services: (travel expenses to be billed at actual per guidelines below for others) \$%ImplementationFee%
 Delphi Project Management Fee \$%DELPHIPM%
 Delphi Implementation Fee \$%DELPHIIMP%
 Executive Briefing and Change Management \$%DevRecovery%
 Email Setup Fee: \$%Email%
 Hi Tech Fee: \$%HiTechFeeOne%
 Firewall Equipment and Configuration and/or Converged Network Install \$%Firewall%
 IT Opening Project Manager \$%INTLITOPENPM%
 Digital Floor Plan Billing Management \$%DigitalFloorSetup%
 Salesforce Community License \$%SALESFORCE%
 GRO Setup Fee \$%GROSETUP%

Promptly following HSS’s providing of the Services, an invoice will be submitted to Customer for HSS’s representatives’ out-of-pocket expenses, any additional per diem charges for its representatives (as described in the Notes below), any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer’s receipt of same.

TOTAL PRICE

\$\$\$TotalPrice%

*TOTAL PRICE EXCLUDES TAXES, SHIPPING & ANY MONTHLY FEE ITEMS NOTED HEREIN

Notes:

(i) Promptly following HSS's providing of the Services, if applicable, due to implementation delays or requested incremental days on-site, an invoice will be submitted to Customer for HSS's representatives' out-of-pocket expenses, any additional per diem charges for its representatives, any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer's receipt of same.

(ii) Customer will pay according to the terms of any invoice(s) submitted to Customer, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment

(iii) The cost to configure equipment obtained by Customer from a non-preferred retailer, to be included here, when applicable.

E. Other. If Customer attaches or uses third party equipment, software, and/or interfaces with any of the Agreement Products and Services, the Central Reservation System or the internet which have not been certified or approved by HSS as meeting HSS's specifications and/or does not conform to the standards provided by the HSS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS's specifications, the Agreement Products and Services or such third party equipment, software, and/or interfaces may need to be reconfigured and the entire cost of such reconfiguration will be borne by Customer. Where HSS specifications cannot be met with such third party equipment, software, and/or interfaces, such third party equipment, software and/or interfaces will, at Customer's sole cost, be removed and/or replaced as directed by HSS.

1.11 HSS Representatives on-Site at Hotel: Customer must have its representative(s) on-site at the Hotel for the implementation of the Agreement Products and Services. Once HSS's representatives are on-site, any delays will result in additional expense to Customer. If a delay in implementation of any of the Agreement Products and Services caused solely by Customer necessitates the departure and re-scheduling of HSS's representatives, then, in addition to the other fees set forth in this Order Document, Customer will be required to pay a fee consisting of charges for such representatives' work days and travel days (currently U\$700.00 per representative per day), change fees, and additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS's representatives.

2. Proprietary Software and PEP Maintenance.

2.1 Proprietary Software and PEP Maintenance.

A. HSS will provide Customer with Proprietary Software and PEP maintenance and support services (the "Proprietary Software Maintenance") for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

%%SoftwareMaintTable%

B. The first monthly payment will be invoiced in advance of the shipment date to the Hotel (the date of shipment being the "Start Date") of the Authorized Equipment purchased which will operate Proprietary Software to be maintained. For the avoidance of doubt, HSS has no obligation to provide Customer with maintenance, support or Help Desk services for any Certified Third Party Software; maintenance support and services for Certified Third Party Software is to be provided by the applicable Preferred Provider pursuant to the applicable Master Agreement. The Proprietary Software and PEP maintenance and support offered by HSS is described in Schedule A.

C. HSS is unable to modify, and does not provide support for, the Certified Third Party Software. Provided Customer has paid for all Proprietary Software Maintenance and other fees charged hereunder and satisfied all other obligations under the Agreement, HSS will supply Customer with any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software and PEP ("Updates") generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS. Such Updates will be HSS's sole and exclusive property and will be deemed part of the Proprietary Software hereunder. Customer agrees that it may be required to purchase some Updates to the Proprietary Software and PEP, which are charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

2.2 Use of Certified Third Party Software Only. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS will have no further obligations to provide any Proprietary Software Maintenance services to Customer.

2.3 Increases/Decreases. HSS reserves the right to increase or decrease the Proprietary Software Maintenance cost on an annual basis to reflect increases or decreases in such costs and the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

3. Additional Services.

3.1 Additional Services Purchased Under This Ordering Document. HSS will provide the following additional Services (if any are listed) for the fees noted (if any):

A. Guest Messaging Service. HSS will provide the Guest Messaging Service described in Schedule P – Guest Messaging Service.

%Misc%

4. Authorized Equipment.

4.1 Authorized Equipment Purchased or Leased. Customer will purchase or lease the Authorized Equipment required for the proper operation of the Hotel IT functionality identified by HSS. As of the Order Effective Date the purchasing and/or leasing fees for the Authorized Equipment described in Schedule B-1 – Authorized Equipment are:

AUTHORIZED EQUIPMENT

NETWORK AUTHORIZED EQUIPMENT:

%NetAuthEquipOne%

STANDARD PLUS EQUIPMENT:

%StdPlusEquipOne%

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The purchase fees will be invoiced by either HSS or the relevant Preferred Provider depending on the location of the Hotel and the source of the Authorized Equipment. Customer will be provided the specific information not later than 15 days following the Order Effective Date. Customer will purchase and replace any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

4.2. Authorized Equipment Maintenance. Customer must purchase maintenance services as described in Schedule B-2 – Authorized Equipment Maintenance and Refresh for all of the Authorized Equipment it purchases or leases, including for all the Network Authorized Equipment when maintenance is not provided under the terms of the applicable Brand IT program. The fee for Authorized Equipment Maintenance includes a fee for Help Desk Services. As of the Order Effective Date Customer is purchasing Authorized Equipment Maintenance for the annual fee(s) shown, payable in monthly installments:

%HardwareMaintTable%

5. Expenses. If HSS or Preferred Provider personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses.

6. Customer Responsibilities. Customer will maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation. HSS will have no liability for any damages resulting from Customer's failure to maintain such duplicate or back-up copies nor for any costs or expenses of reconstructing any such data or information that may be destroyed, impaired or lost.

7. Exclusions. HSS's obligations under the Agreement will not apply to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software, Certified Third Party Software or Authorized Equipment by Customer or any third person or entity other than HSS; (ii) any software program, hardware, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) forces or supplies external to the Authorized Equipment, including, without limitation, the reasons set forth in the force majeure provisions of the Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS will be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

8. Joinder Agreements. Schedules C-1 and C-2 contain Joinder Agreements under which Customer can obtain products from Microsoft and reseller Insight Direct USA, respectively. Customer is required to sign those agreements if it is obtaining any products from those Preferred Providers in connection with this Order Document.

9. Request for Products or Services. The form to use when requesting products or services is contained in Schedule D – Form of Request for Products or Services.

10. Notices. Questions and notices regarding this Order Document should be directed to:

The Attention of:	Scott Greenberg
Address:	Hilton System Solutions LLC 755 Crossover Lane Memphis, Tennessee 38117
Telephone Number:	(901) 374-5510
Email Address:	Scott.Greenberg@hilton.com

SCHEDULE A SOFTWARE MAINTENANCE

1. General. HSS will provide Customer with maintenance and support for Proprietary Software and PEP for a term of one (1) year (with annual renewals at the option of HSS) commencing upon execution hereof, for the Proprietary Software and PEP, specifically excluding any maintenance and support of any Certified Third Party Software.

2. Certified Third Party Software Only. Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS will have no further obligations to provide any software maintenance services to Customer hereunder.

3. Software Maintenance.

(a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. HSS does not provide support for the Certified Third Party Software. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor or a defect in Certified Third Party Software, HSS will, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition.

(b) With respect to the Proprietary Software and PEP, provided Customer has paid all software maintenance and other fees and satisfied all other obligations under this Agreement, HSS will supply Customer with access to any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software and PEP generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS as options or new releases. Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights therein, will be HSS's sole and exclusive property and will be deemed part of the Proprietary Software hereunder and will be subject to all of the terms and conditions of the Agreement. Customer acknowledges and agrees that Customer may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software and PEP which Customer will be charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

4. Cooperation. Customer will provide HSS with all information, data and other required materials necessary for HSS to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate HSS's ability to perform its maintenance services remotely.

5. Expenses. Customer will pay for all telephone toll charges incurred in providing maintenance and support hereunder.

6. Proprietary Rights. Any changes, improvements, additions, and/or modifications to any of the Proprietary Software or PEP which are licensed by HSS to Customer, and all proprietary rights therein, including without limitation, all Intellectual Property Rights, will be HSS's sole and exclusive property, and all such software will be subject to the terms and conditions of the Agreement.

7. Hotline. HSS will provide, in accordance with its customary business practices and procedures, telephone customer service support as reflected in this Schedule, for the purposes of receiving reports from Customer regarding software malfunctions subject to maintenance hereunder. HSS may attempt, to the extent practical, to resolve any reported problems by telephone or by accessing Customer's equipment remotely.

8. On-Site Services. In the event HSS is unable to resolve any reported problem by telephone or modem, HSS will dispatch service personnel to Customer's Site for the purpose of providing maintenance services hereunder at HSS's standard rates and charges.

9. Customer Responsibilities. HSS has no obligation to maintain or repair any software other than the Proprietary Software or PEP, nor to repair or replace any expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes.

10. Cost and Payment Terms. Annual Cost of Software Maintenance is \$%AnnualSWMaint%. Payments will be calculated from the Start Date, payable in monthly installments of \$%MonthlySWMaint%. The monthly payment amount will be due in advance and will be billed by HSS. Interest at the then current highest rate allowed will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such cost internally and from the Preferred Providers of such services and to reflect the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

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**SCHEDULE B-1
AUTHORIZED EQUIPMENT**

The term Authorized Equipment includes (i) the equipment needed by Customer at Customer's hotel, as determined solely by HSS, for the Customer's use of the Proprietary Software (the "Network Authorized Equipment") (ii) and any additional equipment authorized by HSS for use at Customer's hotel, over and above the Network Authorized Equipment (the "Standard Plus Equipment").

1. **Authorized Equipment Purchase.** Customer may purchase the Authorized Equipment from the Preferred Provider who may provide a jointer agreement with Customer or from another retailer; however, if such Authorized Equipment is obtained from another retailer, it must conform to HSS's specifications. Furthermore, if Customer elects to purchase such Authorized Equipment from a third party other than the Preferred Provider, the file server and work stations must be shipped to HSS or its designee for certification that these components comply with HSS's specifications and testing procedures. Customer will also be responsible for the shipping and shipping related costs to and from HSS or its designee for such certifications.

2. **Authorized Equipment As Personal Property/Insurance Requirements.** In addition to any other specific purchase terms required by the Preferred Provider, the following purchase terms and conditions will apply to any Authorized Equipment obtained from a Preferred Provider or HSS. The Authorized Equipment will be at all times, personal property which will not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Provider the total sum for the Authorized Equipment as required hereunder, the Authorized Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Authorized Equipment in an amount not less than the purchase price of the Authorized Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Authorized Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider's liens, claims and encumbrances and the Authorized Equipment will become the sole property of Customer. Customer assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

3. Authorized Equipment.

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT:

%NetAuthEquipOne%

STANDARD PLUS (HOTEL FUNDED) EQUIPMENT:

%StdPlusEquipOne%

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**SCHEDULE B-2
AUTHORIZED EQUIPMENT MAINTENANCE AND REFRESH**

1. Maintenance for the Authorized Equipment. Customer must take all steps necessary to provide all necessary maintenance services for the Authorized Equipment it purchases or leases so that it will receive such maintenance services for all such Authorized Equipment throughout the term of this Agreement. Customer may elect to use the maintenance company (the Preferred Provider) with whom HSS has arranged to provide maintenance services ("Equipment Maintenance") for the Authorized Equipment provided that such Authorized Equipment, if not purchased from the Preferred Provider, is first certified as being suitable for Equipment Maintenance, at the expense of Customer, by either HSS or the Preferred Provider. For such services, the Customer will pay as set forth in this Schedule B-2 (the "Maintenance Fees") and according to the terms of any invoice(s) submitted to Customer therefor, including any provision for late charges. If Customer elects to use the Preferred Provider and Equipment Maintenance is necessary, Customer will notify HSS, which in turn will notify the Preferred Provider to dispatch a Preferred Provider representative. Notwithstanding the foregoing, Customer may elect, subject to HSS's approval in advance in writing, to not provide maintenance services through this Agreement for certain pieces of such Authorized Equipment allowed to be used in conjunction with the Information System ("Non-maintained Equipment"). Neither HSS nor the Preferred Provider will be responsible for any maintenance or support of Non-maintained Equipment.

The following Authorized Equipment will be designated Non-maintained Equipment:

%OptOutMaint%

2. Maintenance Fees. The Maintenance Fees are subject to increase or decrease by HSS, in its sole discretion, on January 1 of each year during the term of this Agreement or any extension thereof; however, HSS will not charge Customer any Maintenance Fees that are greater than the Maintenance Fees charged to any similarly situated Customer (based upon factors determined by HSS in its sole judgment) utilizing equipment substantially similar to the Authorized Equipment and pursuant to an agreement which has terms and conditions substantially similar to this Agreement. No maintenance fees will be charged to Customer for any Non-maintained Equipment as described in Section 1 above.

3. Refresh of Authorized Equipment. Under HSS's refreshment program, Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment in HSS's sole discretion ("Refresh") on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of such Authorized Equipment and for the provision of maintenance services by the Preferred Provider on such refreshed equipment. The terms and conditions of the Authorized Equipment maintenance services for such equipment (included in such initial Refresh and included in any additional Refresh or Refreshes of Customer's Authorized Equipment) will be the same as the terms and conditions of this Schedule B-2, including, but not limited to, the imposition of termination fees as described hereinafter, provided that the Maintenance Company may exclude from its maintenance obligations certain errors, defects or problems caused by Customer. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, any rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

4. Termination. If this Agreement is terminated (or if Customer's use of the Preferred Provider is terminated) prior to the third anniversary of the Start Date, which will be the shipment date of the Authorized Equipment to Customer's Hotel, Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for any one or more of the following: reconfiguration costs, the unamortized fees and costs in the start-up and provision of maintenance services by the Preferred Provider under this Agreement. If such termination occurs during the first year following the Start Date, the termination fee will be in the amount of \$3600.00. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year	\$2,600
During third year	\$1,300
Thereafter	\$1,200

Provided, however, if this Agreement is terminated, or if the Customer's use of the Preferred Provider is terminated after a Customer Refresh of Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

During first year	\$3,800
During second year	\$2,800
During third year	\$1,400

Thereafter

\$1,200

5. Use of Certified Software Only. Customer understands that use of any software other than the Proprietary Software and Certified Third Party Software provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Third Party Software or such approved software on the Authorized Equipment, HSS will have no further obligations to provide any equipment maintenance services to Customer hereunder.

6. Equipment Maintenance. Equipment Maintenance will be provided for Customer's Hotel.

7. Cost and Payment Terms. Annual Cost of Equipment Maintenance for Authorized Equipment is $\%AnnualHWMaint\%$ payable in monthly installments of $\%MonthlyHWMaint\%$ per month. Payments will be calculated from the Start Date. The monthly payment amount will be due in advance and will be billed by HSS or its designee. The first invoice will be issued upon the Start Date. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Equipment Maintenance cost on an annual basis as provided in Section 2 above. When certain Authorized Equipment or parts for certain Authorized Equipment are no longer being manufactured or reasonably obtainable, HSS or the Preferred Provider will notify Customer of such circumstance and maintenance on such Authorized Equipment will no longer be available. After such notice, Customer will no longer be charged for maintenance on such Authorized Equipment.

8. Customer Responsibilities as to Equipment Maintenance. Customer will maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation and Certified Third Party Software. Neither HSS nor Preferred Provider will have any liability for any damages resulting from Customer's failure to maintain such copies nor for any costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost. Neither HSS nor Preferred Provider has any obligation to maintain or repair any equipment other than the Authorized Equipment, nor to repair or replace any cables, cords, expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes, whether or not defined as Authorized Equipment. Customer will not move or perform maintenance services on any of such Authorized Equipment without HSS's or Preferred Provider's prior written consent.

9. Cooperation. Customer will provide HSS or Preferred Provider with all information, data and other required materials necessary to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate the ability to perform the Equipment Maintenance services remotely.

In some instances, Equipment Maintenance will be provided using a depot program, where Customer ships failed Authorized Equipment to the depot when Customer receives replacement of such Authorized Equipment. If Customer does not ship such failed equipment, Customer will be responsible for any unreturned equipment charges billed by HSS, the Preferred Provider or the depot program provider.

10. Expenses. If Equipment Maintenance personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer will also pay for all telephone toll charges incurred in providing maintenance and support hereunder.

11. Exclusions. The obligation of HSS or the Preferred Provider to provide Equipment Maintenance hereunder will not apply to any Non-maintained Equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS or its designee; (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper access to or any use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) any such Authorized Equipment that is non-repairable, taken out of service or for which any such Authorized Equipment or parts for same are no longer manufactured or reasonably available; (vi) forces or supplies external to such Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the HITS Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS's or Preferred Provider's discretion, at the then applicable current time and material charges. Neither HSS nor the Preferred Provider will be under any obligation, however, to fix any such Customer or externally caused errors, defects or problems.

**SCHEDULE C-1
MICROSOFT PARTICIPATION AGREEMENT**

This Participation Agreement is entered into by the party signing below (“you” or “Customer Affiliate”) for the benefit of the Microsoft affiliate (“Microsoft” and “we”) and will be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and Hilton Worldwide Inc. (“Customer”) have entered into Microsoft Enterprise Enrollment, No. 68436885 (the “agreement”), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to “run” a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by the customer, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

1. **Acknowledgment and Agreement.** You hereby acknowledge that you have obtained a copy of the product use rights located at <http://microsoft.com/licensing/resources/> applicable to the products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

a. **Restrictions on use.** You may not:

- (i) Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- (ii) Rent, lease, lend or host products, except where Microsoft agrees by separate agreement;
- (iii) Reverse engineer, de-compile or disassemble products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

Products, fixes and service deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see <http://www.microsoft.com/exporting/>.

b. **Limited product warranty.** Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (1) return the price paid for the product or (2) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.

c. **Free and beta products.** To the maximum extent permitted by law, free and beta products, if any, are provided “as-is,” without any warranties. You acknowledge that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that they are provided prior to commercial release so as to give you the opportunity (earlier than you would otherwise have) to assess their suitability for your business, and without full and complete testing by Microsoft.

d. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

e. **Defense of infringement and misappropriation claims.** We will defend you against any claims, made by an unaffiliated third party, that any commercial product, fix or service deliverable infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent):

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms “misappropriation” and “trade secret” are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising under any license agreement governed by the laws of any jurisdiction outside

the United States, in which case “misappropriation” will mean intentionally unlawful use and “trade secret” will mean “undisclosed information” as specified in Article 39.2 of the TRIPs agreement.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a commercial product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a commercial product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section e provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

f. Limitation of liability. There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft’s liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s total liability to you will not exceed US\$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of the agreement:

(i) our obligations to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

g. No liability for certain damages. To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, or fix, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party’s liability to the other for violation of the other party’s intellectual property rights.

h. Application. The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

i. Verifying compliance. You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the enrollment and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

j. Dispute Resolution; Applicable Law. This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions will be deemed to be a breach of this Participation Agreement and will be grounds for immediate termination of all rights granted hereunder.
Dated as of %HotelApprovedDate%.

CUSTOMER:
%LegalEntity%

By: %HotelApproverSignature%

Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%

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**SCHEDULE C-2
JOINDER TO PREFERRED PROVIDER AGREEMENT**

The undersigned HSS Customer is acting as an Eligible Recipient (as defined in the Agreement) to acquire Products (as defined in the Agreement) under the terms of the *Master Professional Products and Services Agreement*, including any amendments and Supplements entered into thereunder (the "Insight Agreement") between Hilton Domestic Operating Company Inc, the successor in interest to HDOC and Insight Direct USA, Inc. ("Preferred Service Provider"). As such Eligible Recipient, the undersigned joins in the Insight Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Insight Agreement to the extent of the rights, duties and responsibilities of an Eligible Recipient provided therein. The Eligible Recipient acknowledges and agrees that any dispute arising out of or relating to the Insight Agreement and any Products or Services provided by Preferred Service Provider to the Eligible Recipient will be resolved in accordance with **Article 19** of the Insight Agreement. HDOC will have the right to enforce the Insight Agreement on behalf of the Eligible Recipient, subject to the limitations of liability applicable under the Insight Agreement, and Eligible Recipient will bring no claim directly against HDOC or Preferred Service Provider in connection with the Insight Agreement, except for Eligible Recipient's right to seek indemnity against Preferred Service Provider under the express provisions of **Sections 17.1** and **17.3** of the Insight Agreement. HDOC will be a third party beneficiary of this Joinder and the *Information Technology System Agreement* between Eligible Recipient and Hilton Systems Solutions, LLC. For the avoidance of doubt, except as set forth in the preceding sentence, this Joinder and the *Information Technology System Agreement* are for the sole benefit of the Eligible Recipient and Hilton Systems Solutions, LLC, and will not be deemed to create any third party beneficiary rights for any person other than the Eligible Recipient and Hilton Systems Solutions, LLC.

IN WITNESS WHEREOF, the Eligible Recipient, acting through its duly authorized officer or representative, has executed this Joinder, on %HotelApprovedDate%.

CUSTOMER:
%LegalEntity%

By: %HotelApproverSignature%

Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%

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**SCHEDULE D
FORM OF REQUEST FOR PRODUCTS OR SERVICES**

Date:
INNCODE
Name of Customer:
Address of Customer:

Dear :

This Letter Agreement ("**Letter Agreement**") confirms your request to purchase, lease, use, license or sublicense ("**Acquire**") additional software and/or services in order to add options, features and/or systems ("**Additions**") to the Information System, and will constitute an amendment to the existing Hilton Information Technology System Agreement previously entered into between ("**Customer**") and Hilton Systems Solutions, LLC ("**HSS**") dated (the "**Agreement**").

It is agreed that you will Acquire the Additions and that you will be billed by HSS or the applicable vendor for the Additions, as listed below. The effective date of billing on the new items will be the date the equipment is shipped, the date upon which you Acquire the Additions, and/or the date upon which you request the Additions, whichever is earliest.

QTY	ITEM OF /SOFTWARE/EQUIPMENT	FEES/COSTS	MONTHLY MAINT.
<hr/>			
TOTAL PRICE			

The prices shown above exclude taxes, travel expenses, *per diem* fees, related costs, insurance and shipping.

Travel Expenses / Per Diem Fees/Rescheduling

If the Additions require travel by HSS and/or the applicable vendor, you will pay for or promptly reimburse any travel expenses, *per diem* fees and related costs of HDOC, HSS, any vendor hereunder or their designees, including without limitation: round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel); single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized); meals; ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS' representatives' stay at the Hotel); tips; taxes; and miscellaneous expenses (including phone, internet, laundry, etc.)

Promptly following HSS' providing of the services described in this schedule where not previously paid for or reimbursed by hotel, an invoice will be submitted to Customer for HSS' representatives' out-of-pocket expenses, any additional *per diem* charges for its representatives, any re-scheduling fee, and any additional travel expenses as described herein, which invoice will be payable within fifteen days of Customer's receipt of same.

Notes:

If Customer attaches or uses third party equipment and/or interfaces with the Authorized Equipment which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the supplier of any of the Agreement Products and Services or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications on the equipment or that does not conform to the standards provided by the supplier of any of the Agreement Products and Services, the software may need to be reconfigured and the entire cost of the reconfiguration will be borne by Customer.

All fees indicated are exclusive of applicable taxes (see Agreement sections on taxes). Unless otherwise specified by HSS in writing, Customer will make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.

Customer will pay according to the terms of any invoice(s) submitted to Customer therefore, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment.

Customer will purchase and replace, from any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

Upon HSS' receipt of a copy of this Letter Agreement signed by a duly authorized representative of Customer, the Agreement will be deemed to have been automatically amended to incorporate the items of this Letter Agreement. Customer agrees that Customer's delivery to HSS by facsimile transmission of this Letter Agreement will be deemed to be as effective for all purposes as hand delivery of the manually executed Letter Agreement and that the terms of this Letter Agreement will be binding upon Customer without the necessity of any further action by HSS. This Letter Agreement will be effective as of the date inserted by Customer below.

Customer may be required to sign additional license agreements with the vendors or licensors of Certified Third Party Software.

Certain Other Equipment (for orders of \$5,000 or greater) may be leased by Customer. Any such leases will be entered into between Customer and the applicable lessor. Neither HSS nor Hilton will be a party to such leases.

In addition to any other specific purchase terms required by a retailer of the Additions, the following purchase terms and conditions will apply to any Other Equipment obtained from a Preferred Provider (as that term is defined in the Agreement). The Other Equipment will be at all times, personal property which will not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Provider the total sum for the Other Equipment as required hereunder, the Other Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Other Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Other Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider's liens, claims and encumbrances and the Other Equipment will become the sole property of Customer.

NEITHER THE AUTHORIZED EQUIPMENT NOR THE PROPRIETARY SOFTWARE OR CERTIFIED THIRD PARTY SOFTWARE WILL BE SHIPPED, NOR WILL CUSTOMER HAVE USE OF THE PROPRIETARY SOFTWARE MODULE OR ANY EQUIPMENT LISTED IN THIS LETTER AGREEMENT UNTIL HSS RECEIVES A COPY OF THIS LETTER AGREEMENT SIGNED BY CUSTOMER.

To indicate Customer's acceptance of this Letter Agreement, please have it signed by an authorized representative of Customer and return it to me. Upon HSS' receipt of the executed Letter Agreement, you will be advised of the shipment and installation dates.

If you have any questions, please contact me at _____.

Sincerely,

**HSS
Hilton System Solutions, LLC**

CUSTOMER:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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SCHEDULE E
TOTAL SOLUTION PROGRAM AGREEMENT

This Total Solution Program Agreement (this "TSP Agreement") is entered into as of the %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear% between Hilton Systems Solutions, LLC a Delaware limited liability company ("HSS") and %LegalEntity% (the "Customer") for Customer's Hotel (the "Hotel") known as %HotelName% (%InnCode%) and located at %PropertyAddressLine%

In connection with the Information Technology Systems Agreement (the "HITS Agreement") entered into between HSS and Customer (and if applicable, in anticipation of the Hotel's conversion and rebranding as a Hilton Brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under HSS's Total Solution Program ("TSP") on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this TSP Agreement, and HSS and Customer agree as follows:

1. Customer's Benefits.

(a) Equipment License. HSS will provide for use by Customer at Customer's Hotel that portion of the Authorized Equipment needed, as determined solely by HSS, for the network operation of PEP as such equipment is more specifically described on Attachment (1) attached to and forming part of this TSP Agreement being hereinafter called the "Network Authorized Equipment," together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the "Equipment License"), subject to the terms, conditions and limitations set forth in this TSP Agreement. The Equipment License and any installation fees (for which HSS is responsible under 1(b)) are provided in consideration of Customer's performance of the HITS Agreement and the other obligations of the Customer pursuant to this TSP Agreement, without additional fees except as may be provided herein.

(b) Equipment Installation. Customer will be responsible for the fees and costs for installation services relative to Network Authorized Equipment as well as any Standard Plus Equipment. Under the terms and conditions of the Total Solution Program's Refreshment Program (the "Refreshment Program") of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS's sole discretion (the "Refresh"), on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

2. Customer's Obligations. Customer will:

(a) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment using the designated Preferred Provider for HSS's TSP.

(b) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value of the Network Authorized Equipment.

(c) Pay any and all federal, state and local sales, use, gross receipts, excise or similar taxes incident to the payments under this TSP Agreement. Customer agrees to pay all personal property taxes associated with software licensed and equipment provided under the TSP Agreement.

(d) Prevent any liens from attaching to the Network Authorized Equipment.

(e) Pay for any and all de-installation, transportation and disposal costs of any Network Authorized Equipment currently being used by Customer's Hotel on its Network at the time of installation by HSS or HSS's designee of the Network Authorized Equipment under the Refreshment program. HSS or HSS's designee, at HSS's expense, will provide for de-installation, transportation and disposal of any such Network Authorized Equipment then being used by Customer's Hotel at the time of the installation of Network Authorized Equipment under the Refreshment Program, but it is Customer's responsibility to handle the return to Customer's lessor of all such de-installed equipment in accordance with Customer's current lease terms. Customer will be solely responsible for any missing, bad or damaged equipment.

(f) Preserve and protect the Network Authorized Equipment from loss, damage or theft.

- (g) Not use any unauthorized backup in connection with the Information System.
- (h) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.
- (i) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.
- (j) Allow the removal and future refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

3. Customer's Conditions. All benefits provided Customer herein and all obligations of HSS under this TSP Agreement are expressly subject to and conditioned upon the following:

- (a) Customer is not, and continues not to be, in default of any agreement with HDOC HSS or any of their affiliates and subsidiaries, or any Brand division, including but not limited to this TSP Agreement, the HITS Agreement and Customer's License Agreement with HDOC or its affiliate or subsidiary.
- (b) Customer continues to make all other payments to HSS's Preferred Providers under any applicable agreements and does not become in default under such agreements.
- (c) Customer's Hotel remains (after conversion and rebranding if applicable) one of the following Hilton Brand divisions: Hampton Inn, Hampton Inn & Suites, Embassy Suites, Homewood Suites by Hilton, LXR, Canopy, Curio, Tapestry and Motto.
- (d) Customer executes the HITS Agreement contemporaneously with this TSP Agreement.
- (e) Customer's participation and continued cooperation with HSS in HSS's Total Solution Program, including, but not limited to, the refreshment of Network Authorized Equipment.
- (f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.
- (g) If applicable, Customer must complete the Hotel's conversion and rebranding as a Hilton Brand division hotel.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this TSP Agreement at HSS's option: (a) Immediately without notice in event of breach of Customer's obligations or conditions set forth in Sections 2 and 3 above, or (b) at any time, with or without cause, upon not less than ninety (90) days advance written notice to Customer. Any default by Customer under this TSP Agreement will constitute a default by Customer under the HITS Agreement, and, in such event, HSS may exercise any of its rights provided under the HITS Agreement. Any default by Customer under the HITS Agreement will constitute a default and breach of condition by Customer under this TSP Agreement. Termination of the HITS Agreement will result in termination of this TSP Agreement. HSS may terminate this TSP Agreement without terminating the HITS Agreement, whereupon the HITS Agreement will be construed and enforced as if this TSP Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination of this TSP Agreement, Customer will be required to assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this TSP Agreement or to purchase such equipment from HSS's lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this TSP Agreement, HSS will pass on to Customer, and Customer will be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment ("Refresh Costs"), then Customer will also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) of such Refresh costs.

In addition, if this TSP Agreement is terminated (or if Customer's use of the Preferred Provider is terminated), Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for unamortized or otherwise uncovered costs, including without limitation costs of Certified Third Party Software and costs incurred in the start up and provision of maintenance services by the Preferred Provider under the HITS Agreement. If such termination occurs or if Customer's use of the Preferred Provider is terminated following during the first year following the shipment date of the Network Authorized Equipment to Customer's Hotel ("Start Date"), the termination fee will be in the amount of \$3,600.00. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year	\$2,600
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During third year	\$1,300
Thereafter	\$1,200

Provided, however, if this TSP Agreement is terminated, or if the Customer's use of the Preferred Provider is terminated after a Customer Refresh of Network Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each successive Customer Refresh as follows:

During first year	\$3,800
During second year	\$2,800
During third year	\$1,400
Thereafter	\$1,200

5. Property of HSS. The Network Authorized Equipment will be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this TSP Agreement.

6. Additional Equipment/Software. Any and all additional Authorized Equipment ("Standard Plus Equipment") may be purchased by Customer from a Preferred Provider. Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer ("Standard Plus Software") may be licensed or sublicensed from HSS or a Preferred Provider.

7. Defined Terms. All capitalized terms used in this TSP Agreement which are not specially defined in this TSP Agreement will have the meaning ascribed to such terms in the HITS Agreement.

8. Other Important Provisions. The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the Authorized Equipment referred to in the HITS Agreement, that this TSP Agreement is a schedule to the HITS Agreement and that this TSP Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon HSS's Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or services provided for or pursuant to the Refresh will be the same as the terms and conditions of this TSP Agreement; and, except for such termination fees (if any, as specified above), all terms and provisions hereof (including those incorporated by reference below) will apply as if this TSP Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this TSP Agreement and the provisions of the HITS Agreement, the provisions of this TSP Agreement will prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software or Certified Third Party Software will be applicable to the Network Authorized Equipment, and services described herein or provided hereunder. Where HSS is providing equipment instead of such items being provided by a Preferred Provider, or other third party vendor, HSS will be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Provider or other third party vendor. Except as the context may otherwise require, all references in these incorporated provisions to "this Agreement" will, for purposes of this TSP Agreement, be construed to include this TSP Agreement, and where applicable, such provisions are hereby reasserted, re-applied and re-acknowledged as of the effective date hereof.

9. Notices. The notices provisions of the HITS Agreement will apply to all notices, requests, demands and other communications under this TSP Agreement.

10. Counterparts. This TSP Agreement may be executed in one or more counterparts, each of which will constitute one and the same instrument.

Effective Date: The effective date ("Effective Date") will be the date signed by HSS.

HSS
Hilton System Solutions, LLC

CUSTOMER:
%LegalEntity%

By: %HiltonApproverSignature%

By: %HotelApproverSignature%

Name: %AMERCountersigner%

Name: %HotelApproverName%

Title: %AMERCountersignerTitle%

Title: %HotelApproverTitle%

Date: %HiltonApprovedDate%

Date: %HotelApprovedDate%

Confidential

EXHIBIT H

Hampton - Brand Standards - Global

08 January 2024



Hilton

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Hilton
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EXHIBIT I

**STATE FRANCHISE ADMINISTRATORS
AND AGENTS FOR SERVICE OF PROCESS**

State	State Franchise Administrator	Agent for Service of Process
California	<p>Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104-4428 415-972-8565</p>	<p>Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677</p> <p>2101 Arena Blvd. Sacramento, CA 95834 866-275-2677</p>
Hawaii	<p>Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722</p>	<p>Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722</p>
Illinois	<p>Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62701 217-782-4465</p>	<p>Attorney General 500 South Second Street Springfield, IL 62701 217-782-4465</p>
Indiana	<p>Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681</p>	<p>Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681</p>
Maryland	<p>Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360</p>	<p>Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360</p>
Michigan	<p>Michigan Office of Attorney General Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622</p>	<p>Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622</p>
Minnesota	<p>Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500</p>	<p>Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500</p>

**STATE FRANCHISE ADMINISTRATORS
AND AGENTS FOR SERVICE OF PROCESS**

State	State Franchise Administrator	Agent for Service of Process
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8285	Attention: New York Secretary of State Department of State Division of Corporations One Commerce Plaza, 6 th Floor 99 Washington Avenue Albany, NY 12231-0001 518-473-2492
North Dakota	North Dakota Securities Department 600 E. Boulevard Avenue, State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712	Securities Commissioner 600 E. Boulevard Avenue, State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712
Rhode Island	Department of Business Regulation Securities Division Bldg. 69, 1 st Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527	Director of Dept. of Business Regulation Securities Division Bldg. 69, 1 st Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527
South Dakota	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, 2 nd Floor Pierre, SD 57501 605-773-3563	Division of Insurance Director of Securities Regulation 124 S. Euclid Avenue, 2 nd Floor Pierre, South Dakota 57501 (605) 773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 804-371-9733
Washington	Department of Financial Institutions Securities Division – 3 rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760 Mailing Address: Securities Division PO BOX 41200 Olympia, WA 98504-1200	Director of Dept. of Financial Institutions Securities Division – 3 rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

**STATE FRANCHISE ADMINISTRATORS
AND AGENTS FOR SERVICE OF PROCESS**

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

EXHIBIT J-1

**Addendum to Disclosure Document
Pursuant to the California Franchise Investment Law**

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT <http://www.dbo.ca.gov>

See the cover page of the Disclosure Document for our URL address. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. Item 3 is amended to state that no person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.
2. Items 6, 9, and 17 (d), (e), and (i) are amended to state that the Franchise Agreement provides for liquidated damages. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
3. Items 17 (b), (c), (d), (e), (f), (g), (h), (i) and (w) are amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
4. Item 17 (h) is amended to state that the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).
5. Item 17 (w) is amended to state that the Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.
6. Item 17 (v) is amended to state that the Franchise Agreement requires venue to be limited to Fairfax County, Virginia unless we sue you where your Hotel is located. This provision may not be enforceable under California law.
7. Items 17 (c) and (m) are amended to state that you must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
8. Item 17 (s) is amended to state that California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

**Addendum to Disclosure Document
Pursuant to the Hawaii Franchise Investment Law**

THE GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE AGREEMENT SHALL NOT RELIEVE US OR OUR AFFILIATES FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER "OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Addendum to Disclosure Document Pursuant to the Illinois Franchise Disclosure Act

Item 13 is amended to provide that while we do not own the Marks, our affiliate owns the Marks and has licensed us to use the Marks and to sublicense the Marks to you.

1. Notice Required by Law:

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. Items 17 (v) and (w) are amended to state that the provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title 9 of the United States Code.

Addendum to Disclosure Document Pursuant to the Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that the laws of the State of Maryland may supersede the Franchise Agreement, in the areas of termination and renewal of the Franchise.

2. Item 17 (h) is amended to state that the provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
3. Item 17 (v) is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.
4. Item 17 (w) is amended to state that nothing in the General Release under Section 16.8 of the Franchise Agreement shall operate to release us or our affiliates from any liability under the Maryland Franchise Registration and Disclosure Law.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT

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

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

- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

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

**Addendum to Disclosure Document
Pursuant to the Minnesota Franchise Investment Law**

1. Minnesota law provide that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us within 10 days after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.
3. Items 17 (a) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.
4. Item 17 (i) is amended to state that Minnesota Rule 2860.4400J prohibits requiring you to consent to liquidated damages.
5. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

**Addendum to Disclosure Document
Pursuant to the New York Franchise Sales Act**

1. Item 3 is amended to add the following:

Neither we nor any individual listed in Item 2, have pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging: a felony; a violation of a franchise, antitrust or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Neither we nor any individual listed in Item 2, have been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud; embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

Neither we nor any individual listed in Item 2, are subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or are subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or are subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 is amended to add the following:

During the 10-year period immediately preceding the date of this disclosure document, neither we nor any person identified in Item 2 above, has filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1

year after the officer or general partner of the franchisor held this position in the company or partnership.

- 3, Item 17 is amended to add the following:

The franchisee may terminate the agreement upon any grounds available by law.

We will not assign our rights under the Franchise Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under the Franchise Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement that is inconsistent with that law.

You must sign a general release when you renew the Franchise Agreement and in connection with any transfer under the Franchise Agreement. These provisions may not be enforceable under New York law.

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

Addendum to Disclosure Document Pursuant to the North Dakota Franchise Disclosure Act

1. Item 17 (i) is amended to reflect that all liquidated damages provisions in the Franchise Agreement are deleted in their entirety.
2. Item 17 (w) is amended to state that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.
3. Item 17 (v) is amended to state that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.
4. Item 17 (w) is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted.
5. Items 17 (c) and (m) are amended to state that no release language set forth in the Franchise Agreement shall relieve us or our affiliates from liability imposed by the North Dakota Franchise Disclosure Act.

Addendum to Disclosure Document Additional Information Required by the State of Rhode Island

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 *et seq.* (the "Act"), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a franchise agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Addendum to Disclosure Document Pursuant to the Virginia Retail Franchise Act

Item 17.h is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Addendum to Disclosure Document Pursuant to the Washington Franchise Investment Protection Act

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with us, including areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise.
2. A release or waiver of rights you sign will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.
5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
6. 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.
7. 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.

EXHIBIT J-2

Exhibit J-2

RESTAURANT BRANDS

Poppy's™
Bronco Blanco™
Haley & Bear™
The Comeback™
Che Notte™
Magnolia Smokehouse & Kitchen™

We may add, remove, or modify any of our Restaurant Brands at any time.

EXHIBIT K



****SAVE AS NEW DOCUMENT****
Insert Expected Closing Date

Lender [also insert in 2nd page header]
Attention:
Address
Address

Re: [Name of Hotel (City, State) – Facility No. _____; ALSO INSERT IN 2nd page header]

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company [IF NEEDED:, successor by-merger to SELECT DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor in interest to SELECT [DT] Doubletree Hotel Systems, Inc. [ES, HAM, HWS] Promus Hotels, Inc. [HFS, HGI, CON, WA] Hilton Inns, Inc.] SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales] (“**Franchisor**”) and _____, a _____ (“**Franchisee**”) are parties to a franchise agreement dated _____, including all amendments, riders, supplemental agreements and assignments (collectively, “**Franchise Agreement**”). Franchisee operates [will operate] the [INSERT brand] hotel [to be] located at _____ (“**Hotel**”) under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mortgage loan in the amount of \$ _____ dated _____, as such mortgage loan may be periodically amended, modified, supplemented, extended or restated (“**Loan**”), from _____ [IF LENDER IS NOT A BANK: , a [State] [Type of Entity] (“**Lender**”) [IF NEEDED: as administrative agent for itself and other participant lenders (in its capacity as administrative agent, “**Lender**”)] to Franchisee [IF NOT FRANCHISEE: _____, a [State] [Type of Entity] (“**Borrower**”)] to be used [IF MULTIPLE PROPERTIES:, in part,] for the direct benefit of the Hotel. [DESCRIBE BORROWER’S RELATIONSHIP TO FRANCHISEE, e.g. Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate.]

*[IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:
FIRST ALTERNATIVE:* Franchisor is entitled to presume conclusively that notice to and actions or failures to act by INSERT NAME OF ONE LENDER _____ (“**Lead Lender**”) are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.

SECOND ALTERNATIVE: First Lender [MODIFY AS NEEDED], Second Lender [MODIFY AS NEEDED] and Third Lender [MODIFY AS NEEDED] will be collectively referred to as “**Lender**.” First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of

Lender

Re: Hotel Name – Facility No. _____

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the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

[IF PRIOR LENDER COMFORT LETTER EXISTS:

Reference is also made to a letter agreement dated _____, among Franchisor [CONFIRM ENTITY], Franchisee [CONFIRM ENTITY] and Lender [CONFIRM ENTITY] (“**Existing Comfort Letter**”).

[IF EXISTING COMFORT LETTER IS WITH SAME LENDER: This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect.] [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND ¶¶ 5 AND 6 AS NEEDED]

1. **Cure Period.**

(a) **Notice of Franchisee Default.** Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

(b) **Lender’s Cure Periods.** Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee (“**Lender’s Cure Period**”). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession and/or ownership of the Hotel (each, an “**Acquisition**”), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender’s Cure Period, for Lender to complete its Acquisition, through foreclosure or other appropriate proceedings (“**Additional Period**”); provided that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession and/or ownership of the Hotel. On request by Lender, the Additional Period may be further extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender’s action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee’s default during Lender’s Cure Period and Lender commences a foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender’s notice to Franchisor of Franchisee’s default under the Loan will be deemed to initiate the timeline outlined under the Lender’s Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) **Franchisor’s Rights to Terminate Franchise Agreement.** Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee’s default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, “**Hilton**”); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in

Lender

Re: Hotel Name – Facility No. _____

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bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. Acquisition and Assumption.

(a) [DELETE THIS SUBPARAGRAPH 2(a) IF THE HOTEL IS HILTON-MANAGED WITH A FRANCHISE OR FOR PORTFOLIO LOANS IF THE NUMBER OF HOTELS OPERATING UNDER THE SAME BRAND EXCEEDS THE THRESHOLD] Lender's Election to Waive Assumption of Franchise Agreement. Lender may give written notice (a "**Waiver Notice**") to Franchisor of Lender's election to waive Lender's right to assume the Franchise Agreement at any time (i) during Lender's Cure Period, or the Additional Period, as the Additional Period may be extended in accordance with Subparagraph 1(b) of this letter agreement, or (ii) within twenty (20) calendar days after the completion of the Acquisition. If given, the Waiver Notice will be effective twenty (20) calendar days after Franchisor's receipt of the Waiver Notice, and Franchisor may rely on the Waiver Notice to exercise its remedies against Franchisee under the Franchise Agreement, including termination of the Franchise Agreement. Lender shall not be liable for any termination fees or liquidated damages arising from the early termination of the Franchise Agreement; provided, however, if Lender or its designee is or comes into possession of the Hotel before the Waiver Notice is effective, then Lender shall be responsible for post-termination de-identification obligations at the Hotel, and for payment of any fees owed to Franchisor pursuant to the Franchise Agreement that accrued while Lender was in possession of the Hotel before the Waiver Notice is effective, but excluding termination fees or liquidated damages.

(b) Acquisition and Franchise Agreement Assumption. [DELETE FIRST SENTENCE ONLY IF ¶ 2(a) IS DELETED: If Lender does not deliver the Waiver Notice to Franchisor under Subparagraph 2(a), the Franchise Agreement will continue in full force and effect.] If Lender acquires possession and/or ownership of the Hotel as the result of an Acquisition, Lender will be deemed to have assumed the Franchise Agreement as of the date of the Acquisition. Lender will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the Acquisition date, including the payment of fees owed to Franchisor ("**Assumption**"). Any conditions in the transfer provisions of the Franchise Agreement that Franchisor deems relevant shall apply with respect to the Assumption, including but not limited to the obligation for Lender to submit its ownership structure, organizational documents and evidence of insurance. Lender must, within ten (10) business days after receipt of a request from Franchisor, provide to Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), as well as the other information reasonably requested. If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will promptly prepare Franchisor's then-current form assumption agreement ("**Assumption Agreement**") to document the Assumption, and deliver the Assumption Agreement to Lender. Lender must execute and return the Assumption Agreement to Franchisor within ten (10) business days after receipt from Franchisor. Lender's failure to timely execute and deliver the Assumption Agreement may be deemed a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor

Lender

Re: Hotel Name – Facility No. _____

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a processing fee of Five Thousand Five Hundred Dollars (\$5,500). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition except for personal and non-curable defaults. "Personal and non-curable defaults" means that the default (i) occurred before the date of Lender's Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee (e.g., failure to provide adequate notice or past failure to maintain Franchisee's company status); and (iv) is unrelated to the operation of the Hotel.

(c) [INCLUDE ONLY IF EQUITY ACQUISITION LANGUAGE IS REQUESTED]
Equity Acquisition and Amendment. If Lender acquires ownership of the Franchisee by means of an Equity Acquisition, Lender will be deemed to have assumed the rights and obligations of the Franchisee under the Franchise Agreement as of the date of the Equity Acquisition, and Lender must diligently cure all defaults which Lender could not cure before the Equity Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Equity Acquisition. Lender must enter into an amendment to the Franchise Agreement to document the change of control of Franchisee, which will, among other things, contain a new ownership structure for Franchisee ("**Amendment**"). Subject to confirmation that Lender is not a Sanctioned Person, Franchisor will prepare the Amendment promptly after receipt of any information requested under this Subparagraph 2(c). Franchisor will deliver the Amendment to Lender, and Lender will execute and return the Amendment to Franchisor within ten (10) business days after Franchisor delivers it. Lender's failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Amendment will not exceed those which Franchisor could have imposed had such change of control of Franchisee not occurred. In lieu of any transfer or application fee, Lender agrees to pay Franchisor a processing fee of Five Thousand Five Hundred Dollars (\$5,500). For the avoidance of doubt, an Equity Acquisition is not an Acquisition, and the provisions of Subparagraphs 2(a) and 2(b) shall not apply with respect to any Equity Acquisition; provided, however, that the term "Assumption" as referenced in Subparagraph 2(d) and Paragraph 10 shall also include Lender's assumption of the rights and obligations of the Franchisee under the Franchise Agreement as of the date of the Equity Acquisition.

(d) Lender's Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party, and payment of an application fee.

3. Notice to Franchisor. Lender agrees to notify Franchisor (a) contemporaneously with commencement of any action that may result in an Acquisition, (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel, (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the Hotel or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 13 [NO ESTOPPEL] 14 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver, or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Lender

Re: Hotel Name – Facility No. _____

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Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

If Lender wishes to send a notice to Franchisor regarding securitizations, Lender may send the notice by any method described above, or by email (with read receipt confirmation) at Lender.Comfort.Letters@hilton.com or such other email address as Franchisor may periodically designate by notice to Lender.

4. **Confidentiality and Non-Disclosure.** The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender's servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business, the provisions of this letter agreement.

5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Franchisee hereby certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, a "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [*IF APPLICABLE*: or the Existing Comfort Letter].

(b) [*IF APPLICABLE*: Franchisee hereby represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

(c) Franchisee hereby agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(d) Franchisee hereby agrees that this letter agreement was provided to Lender at Franchisee's request.

(e) Franchisee hereby fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist ("**Released Claims**"), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement [*IF APPLICABLE*: or the Existing Comfort Letter]. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in

Lender

Re: Hotel Name – Facility No. _____

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addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release**. As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. “**Sanctioned Person**” means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties’ performance of the Parties’ obligations under this agreement. “**Trade Restrictions**” means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

(b) Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that [IF LENDER IS A BANK] Lender does not own any Equity Interest in Franchisee [IF LENDER IS NOT A BANK] neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated, without the need for further action by Lender or Franchisor.

(e) [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:] Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) [IF FOR A LOAN ORIGINATED AT AN EARLIER DATE: Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession and/or ownership of the Hotel.

(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER, ADD or the Existing Comfort Letter.] [FOR CANADA ONLY; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the *Ontario Arthur Wishart Act (Franchise Disclosure), 2000*, that may have existed as of the Effective Date of this agreement.]

7. [IF REQUESTED, CHECK ¶ REFERENCES IN ¶¶ 3 / 6: **Franchisor Estoppel**. Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor’s knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. “**Franchisor’s knowledge**” means the actual knowledge of applicable

Lender

Re: Hotel Name – Facility No. _____

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and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "**Default**" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. [*IF QUALIFIERS*: Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default.]

8. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee **and** (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as "Lender" under this letter agreement; but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) [*IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT*:] any successor administrative agent with respect to the Loan if the successor is a national bank, a state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as "Lender" under this letter agreement gives notice to Franchisor, identifying the new "Lender" and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("**Assignee**") if (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement ("**Assignment**") and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties

Lender

Re: Hotel Name – Facility No. _____

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shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel (“**Management**”) made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Subordination.** Franchisor acknowledges and agrees that the Franchise Agreement, to the extent that it creates any interest in the Hotel, is and shall be subordinate to the mortgage or deed of trust of Lender placed or to be placed on the Hotel in accordance with the terms of the Loan.

12. **Collateral Assignment.** If the Franchise Agreement is being pledged by Franchisee to Lender as security for Franchisee’s obligations to Lender under the Loan, issuance of this letter agreement evidences Franchisor’s consent to the collateral assignment. Lender’s rights in connection with the Franchise Agreement are governed by the terms and conditions in this letter agreement.

13. **Execution.** This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

14. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor’s authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in the Hotel or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with the terms of this letter agreement.

15. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Lender

Re: Hotel Name – Facility No. _____

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Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA HILTON WORLDWIDE FRANCHISING LP

Signature Blocks on Following Page

Lender

Re: Hotel Name – Facility No. _____

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LENDER:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISEE:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

By: _____

Name: _____

Title: _____ Authorized Signatory

Effective Date: _____

Lender

Re: Hotel Name – Facility No. _____

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FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP,
a limited partnership formed under the laws of England and Wales

By: HILTON WORLDWIDE MANAGE LIMITED,
Its General Partner

By: _____

Name: _____

Title: _____ Authorized Signatory _____

Effective Date: _____



755 Crossover Lane
Memphis, TN 38117

****SAVE AS NEW DOCUMENT****

Insert Expected Closing Date

Lender [also insert in 2nd page header]

Attention:

Address

Address

**Re: [Name of Hotel (City, State) – Facility No. _____; ALSO INSERT IN 2nd page header]
Mezzanine Lender Comfort Letter**

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company [IF NEEDED:, successor-by-merger to SELECT DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor-in-interest to [DT Doubletree Hotel Systems, Inc. [ES, HAM, HWS Promus Hotels, Inc. [HFS, HGI, CI, WAC Hilton Inns, Inc.] SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales] ("**Franchisor**") and _____, a _____ ("**Franchisee**") are parties to a franchise agreement dated _____, including all amendments, riders, supplemental agreements and assignments (collectively, "**Franchise Agreement**"). Franchisee operates [will operate] the [INSERT brand] hotel [to be] located at _____ ("**Hotel**") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mezzanine loan in the amount of \$_____, dated _____, as such mezzanine loan may be periodically amended, modified, supplemented, extended or restated ("**Loan**") from _____ [IF LENDER IS NOT A BANK: , a [State] [Type of Entity] ("**Lender**") [IF NEEDED: as administrative agent for itself and other participant lenders (in its capacity as administrative agent, ("**Lender**"))] to Franchisee [IF NOT FRANCHISEE: _____, a [State] [Type of Entity] ("**Mezzanine Borrower**")] to be used [IF MULTIPLE PROPERTIES:, in part,] for the direct benefit of the Hotel. [DESCRIBE BORROWER'S RELATIONSHIP TO FRANCHISEE. (e.g., Mezzanine Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate.]

[IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:

FIRST ALTERNATIVE: Franchisor is entitled to presume conclusively that notice to and actions or failures to act by INSERT NAME OF ONE LENDER _____ ("**Lead Lender**") are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.

SECOND ALTERNATIVE: First Lender [MODIFY AS NEEDED], Second Lender [MODIFY AS NEEDED] and Third Lender [MODIFY AS NEEDED] will be collectively referred to as "**Lender**." First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

Page 2

agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

[IF THERE IS A MORTGAGE LENDER]

Franchisor, Franchisee and _____ (“**Mortgage Lender**”) [SELECT: entered into a letter agreement dated _____ OR are contemporaneously entering into a letter agreement] containing substantially the same terms as this letter agreement with respect to the mortgage loan (“**Mortgage Letter Agreement**”). Lender agrees that any and all rights under this letter agreement are subordinate to any and all rights of Mortgage Lender under the Mortgage Letter Agreement as long as the Mortgage Letter Agreement is effective. [IF MORTGAGE LENDER IS THE MEZZANINE LENDER If, when a notice of default is issued, the notice address for "Lender" under more than one letter agreement is the same, Franchisor's obligation to provide notice to Lender at the address designated in more than one letter shall be satisfied by sending one notice, and multiple notices shall not be required.]

[IF PRIOR LENDER COMFORT LETTER EXISTS:

Reference is also made to a letter agreement dated _____ among Franchisor [CONFIRM], Franchisee [CONFIRM] and Lender [CONFIRM] (“**Existing Comfort Letter**”). [IF WITH SAME LENDER: This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect.] [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND ¶¶ 5 AND 6 BELOW]

1. **Cure Period.**

(a) **Notice of Franchisee Default.** Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

(b) **Lender's Cure Periods.** Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee (“**Lender's Cure Period**”). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession of the Hotel and/or ownership of Franchisee (each, an “**Acquisition**”), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender's Cure Period, to complete its Acquisition, through UCC sale, foreclosure or other appropriate proceedings (“**Additional Period**”); provided, that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion within the Additional Period; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession of the Hotel and/or ownership of Franchisee. On request by Lender, the Additional Period may be extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender's action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee's default during Lender's Cure Period, and Lender commences a UCC sale, foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor of Franchisee's default under the Loan will be deemed to begin Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, "**Hilton**"); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements satisfactory to Franchisor in its sole discretion having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. Assumption and Amendment.

(a) Assumption. Lender will be deemed to have assumed the rights and obligations of Franchisee under the Franchise Agreement as of the date of the Acquisition, and will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the date of the Acquisition, including the payment of fees owed to Franchisor ("**Assumption**"). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition, within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition.

(b) Amendment. Lender must, within ten (10) business days after Franchisor's request, provide Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), and deliver any other documents regarding Lender's ownership structure that Franchisor reasonably requests. Franchisor will promptly prepare an amendment to the Franchise Agreement ("**Amendment**") to document the Assumption, and deliver the Amendment to Lender. Lender must execute and return the Amendment to Franchisor within ten (10) business days after receipt from Franchisor. Lender's failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee equal to the permitted transfer fee in the Franchise Agreement. If the Franchise Agreement does not reference a permitted transfer fee, then the processing fee will be Five Thousand Five Hundred Dollars (\$5,500).

(c) Lender's Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party and payment of an application fee.

3. **Notice to Franchisor.** Lender agrees to notify Franchisor (a) contemporaneously with the commencement of any action that may result in an Acquisition; (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel; (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the equity ownership of Franchisee or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 11 [NO ESTOPPEL] 12 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

If Lender wishes to send a notice to Franchisor regarding securitizations, Lender may send the notice by any method described above, or by email (with read receipt confirmation) at Lender.Comfort.Letters@hilton.com or such other email address as Franchisor may periodically designate by notice to Lender.

4. **Confidentiality and Non-Disclosure.** The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender's servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender, or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business the provisions of this letter agreement.

5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan, Franchisee hereby:

(a) certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter].

(b) [IF APPLICABLE: represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

(c) agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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(d) agrees that this letter agreement was provided to Lender at Franchisee's request.

(e) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist ("**Released Claims**"), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter]. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. "**Sanctioned Person**" means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this Agreement. "**Trade Restrictions**" means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

(b) Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that [IF LENDER IS A BANK] Lender does not own any Equity Interest in Franchisee [IF LENDER IS NOT A BANK] neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated without the need for further action by Lender or Franchisor.

(e) [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:] Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) [IF FOR A LOAN ORIGINATED AT AN EARLIER DATE: Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession of the Hotel and/or ownership of Franchisee.

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. *[IF LENDER IS A PARTY TO EXISTING COMFORT LETTER: ADD or the Existing Comfort Letter.]* *[FOR CANADA ONLY ; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the Ontario Arthur Wishart Act (Franchise Disclosure), 2000, that may have existed as of the Effective Date of this Assignment.]*

7. *[IF REQUESTED, CHECK REFERENCES in ¶¶ 3 / 6 **Franchisor Estoppel**.* Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor's knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. "**Franchisor's knowledge**" means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "**Default**" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. *[IF QUALIFIERS: Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default]*.

8. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee **and** (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as "Lender" under this letter agreement but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) *[IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT:]* any successor administrative agent with respect to the Loan if the successor is a national bank, state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as "Lender" under this letter agreement gives notice to Franchisor, identifying the new "Lender" and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("**Assignee**") if (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion,

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement (“**Assignment**”) and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel (“**Management**”) made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Execution.** This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

12. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor’s authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in Franchisee or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with this letter agreement.

13. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Lender

Re: Hotel Name – Facility No. _____
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Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA HILTON WORLDWIDE FRANCHISING LP

Signature Blocks on Following Page

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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LENDER:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISEE:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

By: _____

Name: _____

Title: _____ Authorized Signatory

Effective Date: _____

Lender

Re: Hotel Name – Facility No. _____
Mezzanine Lender Comfort Letter

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FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP,
a limited partnership formed under the laws of England and Wales

By: HILTON WORLDWIDE MANAGE LIMITED,
Its General Partner

By: _____

Name: _____

Title: _____ Authorized Signatory _____

Effective Date: _____

EXHIBIT L

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 M

RECEIPT

Hilton Franchise Holding LLC HAMPTON

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Connecticut and Michigan require 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.

Iowa and Maine require that we give you the disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us in connection with the proposed franchise sale.

If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is 703-883-1000.

Issuance date: March 30, 2024

The franchise seller for this offering is [name] _____,
[title] _____, [address], _____,
[telephone number] _____.

Hilton Franchise Holding LLC authorizes the respective state agencies identified on Exhibit I to receive service of process for it in the particular state.

I received a disclosure document dated March 30, 2024 that included the following Exhibits:

- Exhibit A List of Franchised Hotels as of December 31, 2023
- Exhibit B List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest during 2023
- Exhibit C Financial Statements
- Exhibit D Franchise Agreement and Addendum
- Exhibit D-1 State Addenda to Franchise Agreement
- Exhibit D-2 Development Incentive Promissory Note
- Exhibit E Guaranty of Franchise Agreement
- Exhibit F Franchise Application
- Exhibit G Information Technology System Agreement (HITS Agreement)
- Exhibit H Manual Table of Contents – Brand Standards
- Exhibit I State Administrators and Agents for Service of Process
- Exhibit J - 1 State Addenda to Disclosure Document
- Exhibit J - 2 Restaurant Brands Addendum to Disclosure Document
- Exhibit K Lender Comfort Letter Forms
- Exhibit L State Effective Dates
- Exhibit M Receipts

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

(Name of Entity)

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

If an individual:

(Signature)

(Printed Name)

Date: _____

CITY/STATE OF PROPOSED HOTEL(S):

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO:

RECEIPT

Hilton Franchise Holding LLC HAMPTON

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

(Name of Entity)

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

If an individual:

(Signature)

(Printed Name)

Date: _____

CITY/STATE OF PROPOSED HOTEL(S):

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO: