

## FRANCHISE DISCLOSURE DOCUMENT



**Sonesta RL Hotels Franchising Inc.,  
a Washington Corporation  
Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458  
Telephone Number: (617) 421-5400  
www.redlion.com**

The franchise offered in this disclosure document is for the right to operate an Americas Best Value Inn®-branded hotel.

The total investment necessary to convert an existing hotel into a 50-room Americas Best Value Inn Hotel is \$100,145 to \$1,229,945. This estimate includes \$17,945 to \$18,945 that must be paid to us. The total investment for a new construction 50-room Americas Best Value Inn Hotel is \$3,176,445 to \$6,245,445, excluding site acquisition and preparation. This estimate includes \$17,945 that must be paid to us.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact the Franchise Development Department at Sonesta RL Hotels Franchising Inc., Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 and (617) 421-5400 or [development@sonesta.com](mailto:development@sonesta.com).

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. 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 28, 2022**

## 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
<b>How much can I earn?</b>	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 I and J.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Americas Best Value Inn business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be an Americas Best Value Inn franchisee?</b>	Item 20 or Exhibits I and J list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This Franchise*

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

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

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

**THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third-party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

Michigan Attorney General's Office  
Consumer Protection Division  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
Telephone Number: 517-373-7117

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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

To simplify the language in this disclosure document, "SRLHF," "we" or "us" means Sonesta RL Hotels Franchising Inc., the franchisor. "You" means the person (or persons) who signs the franchise agreement - the "franchisee." If the franchisee will be a corporation, partnership, limited liability company or other entity, "you" also includes both the business entity and those persons that have a 20% or greater legal or beneficial ownership interest in the franchisee entity, who will have to guarantee your obligations and be bound by the provisions of your franchise agreement (the "Franchise Agreement"), the form of which is attached as Exhibit B to this disclosure document, and the other agreements as described in this disclosure document.

Our agents for service of process in the states whose franchise laws require us to name an agent for service are shown on Exhibit A to this disclosure document.

### **About the Franchisor, its Parent and Predecessors**

We are a corporation formed in the State of Washington on December 24, 1986, as Vance Hotels, Inc. On September 19, 2005, we changed our name to Red Lion Hotels Franchising, Inc., and, on September 23, 2021, we subsequently changed our name to Sonesta RL Hotels Franchising Inc. Our principal business address is Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458; however, we or our parent, Red Lion Hotels Corporation ("RLHC"), may provide certain support services to ABVI Hotels from our offices at 315 East Robinson Street, Orlando, Florida 32801. Our parent corporation was incorporated in the State of Washington on April 25, 1978, and changed its name from WestCoast Hospitality Corporation to Red Lion Hotels Corporation on September 19, 2005. RLHC shares our principal business address. We and RLHC, directly and indirectly through its subsidiaries and affiliates, have been active in the ownership and management of hotels since our incorporation.

On April 30, 2015, we purchased the intellectual property assets and hotel franchise agreements of GuestHouse International, LLC, a South Dakota limited liability company. This acquisition added the GuestHouse and Settle Inn brands to the Network Brands (as defined below).

On September 30, 2016, we purchased substantially all of the operating assets of Vantage Hospitality Group, Inc., a Florida corporation now known as VHGI, Inc. ("VHGI"), its subsidiary Vantage Franchising, Inc., a Florida corporation ("VFI"), its subsidiary LHINDI, Inc., a Florida corporation, and certain other affiliates, including the intellectual property relating to the Acquired Vantage Brands and the related hotel franchise agreements. "Acquired Vantage Brands" refers to each of the following brands and their various extensions: Lexington, Jameson Inn, Americas Best Value Inn, Country Hearth Inn, Signature Inn, America's Best Inn, 3 Palms Hotels and Resorts, Canadas Best Value Inn, Value Hotel Worldwide, and Value Inn Worldwide.

On May 14, 2018, we acquired the intellectual property assets and hotel franchise agreements related to the Knights Inn hotel brand from Wyndham Hotel Group, LLC and its affiliates, through RLHC's acquisition of Knights Franchise Systems, Inc., and certain assets related to the Knights Inn brand in Canada from Wyndham Hotel Group Canada, ULC, which were assigned to us.



On March 17, 2021, RLHC and Sonesta International Hotels Corporation (“Sonesta”) completed a merger transaction, as a result of which RLHC became a wholly-owned subsidiary of Sonesta. Sonesta is a subsidiary of Sonesta Holdco Corporation (“Sonesta Holdco”). Sonesta and Sonesta Holdco both share our principal business address.

Except as set forth in this Item 1, we do not have any other parents, nor do we have any predecessors from whom we acquired, directly or indirectly, the major portion of our assets within the past 10-year period.

## **The Franchised Business**

We grant franchises to operate select service hotels under the service mark Americas Best Value Inn® and certain other proprietary marks to franchisees (collectively, the “Franchisees”). A franchise grants you the right to operate an Americas Best Value Inn-branded hotel at a specific location (your “Hotel”). Hotels that are authorized to operate under the Brand (defined below) are known as “Americas Best Value Inn Hotels” or “ABVI Hotels.”

References to the “Americas Best Value Inn brand” or “ABVI brand” mean Americas Best Value Inn®, including its brand extensions (for example, Americas Best Value Inn & Suites, and such other brand extensions as we may authorize). “Brand” refers to both the Americas Best Value Inn brand and the Canadas Best Value Inn brand franchised by our affiliate in Canada, franchisees of which are treated comparably, receive the same level of support, pay the same fees, and vote together on matters relating to the Brand, as authorized by us.

Prior to our acquisition of the ABVI brand, there were 859 lodging facilities operating in the United States that became affiliated with the ABVI brand through VHGI’s membership model, which it offered before VFI, its subsidiary, began offering franchises for hotels under the Proprietary Marks (defined in Item 13). In September 2016 as part of the acquisition, we assumed the membership agreements for, and began acting as licensor and providing service to, those lodging facilities. The licensees of those membership agreements are known as “Brand Members” throughout this disclosure document and have certain rights and privileges related to the ABVI brand, such as voting rights, as discussed further below.

The franchise concept allows experienced, professional hotel operators greater autonomy in their operations than conventional hotel franchises, while also providing brand standards that may be less elaborate or rigid compared to conventional hotel franchises, as well as “A Voice and A Vote®” in certain of the Brand’s policies and directions. All Americas Best Value Inn franchisees must be experienced in the hotel industry (or must engage an experienced hotel management company on their behalf) and must have qualified professional hotel management on site.

Each ABVI Hotel should have at least 40 Guest Rooms and must be able to qualify for at least a 1-diamond rating from the Canadian Automobile Association or the American Automobile Association, although official appointment is not necessary; in certain circumstances, substantially equivalent standards may be deemed acceptable by us. Amenities include swimming pools (unless geographically contraindicated), complimentary continental breakfast, 32” (minimum size) flat screen televisions with premium programming (including free HBO), and high-speed internet access in guest rooms and in the lobby.

We expect the properties to be operated according to our Brand Standards and you may be required to make future investments to continue to meet them. “Brand Standards” means the mandatory specifications, standards, operating procedures, and rules that we periodically

prescribe for constructing, equipping, furnishing, supplying, operating, maintaining and marketing ABVI Hotels, including your Hotel. Brand Standards may be included in the Brand Manual or otherwise distributed by us in writing. “Brand Manual” means one or more documents or guides commonly referred to as the brand standards manual together with supporting documentation. The Brand Manual may include the Brand Standards and information on suggested procedures and your other obligations under the Franchise Agreement.

In addition to the description above, references to the “Brand” includes the Proprietary Marks; access to a reservation service; training programs and materials, standards, specifications and policies for construction, furnishing, operation, appearance and service of the Hotel; other elements we refer to in the Franchise Agreement, the Brand Standards, the Brand Manual or in other communications to you; and programs for our inspecting your Hotel and consulting with you.

### **Franchisor’s Business**

We have offered franchises for the ABVI brand since October 2016. As of December 31, 2021, there were 537 Americas Best Value Inn-branded hotels open or under contract, 275 of which are franchised. The remaining became affiliated with the ABVI brand through VHGI’s membership model, and we and our affiliates provide services for those ABVI hotels as well.

We also offer franchises for hotels under the following brands:

#### *Sonesta Hotels & Resorts*

As of September 2021, we began offering franchises for hotels that provide upscale accommodations under the service mark Sonesta® Hotels & Resorts. The Sonesta® Hotels & Resorts service mark and related trademarks, service marks and trade names are collectively referred to as the “Sonesta H&R Marks.” As of December 31, 2021, there were 24 affiliate-owned or affiliate-managed hotels in the United States under the Sonesta H&R Marks.

#### *Sonesta ES Suites*

As of September 2021, we began offering franchises for extended stay hotels that provide upscale accommodations under the service mark Sonesta ES Suites®. The Sonesta ES Suites® service mark and related trademarks, service marks and trade names are collectively referred to as the “Sonesta ES Marks.” As of December 31, 2021, there was one franchised and 62 affiliate-owned or affiliate-managed hotels in the United States under the Sonesta ES Marks.

#### *Sonesta Simply Suites*

As of September 2021, we began offering franchises for extended stay hotels that provide affordable, mid-scale accommodations under the service mark Sonesta® Simply Suites. The Sonesta® Simply Suites service mark and related trademarks, service marks and trade names are collectively referred to as the “Sonesta Simply Marks.” As of December 31, 2021, there were 61 affiliate-owned or affiliate-managed hotels in the United States under the Sonesta Simply Marks.

#### *Sonesta Select*

As of September 2021, we began offering franchises for hotels that provide select service, upscale accommodations with thoughtfully designed common areas under the service mark

Sonesta® Select. The Sonesta® Select service mark and related trademarks, service marks and trade names are collectively referred to as the “Sonesta Select Marks.” As of December 31, 2021, there were nine affiliate-owned or affiliate-managed hotels in the United States under the Sonesta Select Marks.

#### *Red Lion Hotel and Red Lion Inn & Suites*

We have offered franchises for full-service, mid-priced hotels under the Red Lion Marks since 1999. “Red Lion Marks” refers to the Red Lion®, Red Lion Hotel®, Red Lion Inn®, and Red Lion Inn & Suites® service marks and related trademarks and service marks. Typically, Red Lion Hotels are full-service hotels that offer food and beverage and meeting space. Red Lion Inn & Suites are typically limited service hotels.

As of December 31, 2021, there were 30 Red Lion Hotel franchises open or under contract and 38 Red Lion Inn & Suites franchises open or under contract. There were also two affiliate-owned hotels under the Red Lion Marks as of December 31, 2021.

#### *Hotel RL*

In 2014, we launched Hotel RL. This upscale lifestyle brand is a full-service, conversion brand targeted for the top U.S. urban markets that is inspired by the spirit of the Pacific Northwest and designed for consumers with a millennial mindset. The Hotel RL® and RL<sup>SM</sup> service marks and related trademarks, service marks and trade names are collectively referred to as the “RL Marks.” As of December 31, 2021, there were four Hotel RL franchises open or under contract. There was also one affiliate-owned hotel under the RL Marks as of December 31, 2021.

#### *GuestHouse and GuestHouse Extended Stay*

As of March 2020, we began offering franchises for economy extended stay hotels under the service mark “GuestHouse Extended Stay<sup>SM</sup>.” From May 2015 to March 2020, we offered franchises for the economy segment, primarily limited service hotels, under the GuestHouse® service mark. As of December 31, 2021, there were 14 GuestHouse franchises open or under contract.

#### *Signature Inn*

In October 2017, we began offering franchises for the operation of affordable boutique properties in the economy lodging segment under the service mark Signature Inn<sup>SM</sup>. As of December 31, 2021, there were five Signature Inn franchises open or under contract. The Signature Inn service marks and related trademarks and trade names are referred to as the “Signature Inn Marks.”

#### *Knights Inn*

In June 2018, we began offering franchises for the operation of hotels in the limited-service segment under the Knights Inn Marks. The “Knights Inn Marks” refers to the Knights Inn® service mark and related trademarks and trade names. As of December 31, 2021, there were 172 Knights Inn franchises open or under contract.

### *Former Franchise Offerings*

We offered franchises under the brand Signature<sup>SM</sup> from October 2017 to November 2020. The Signature brand is a midscale and upscale brand that features similar design elements to the Signature Inn brand as modified for properties in larger markets, destination markets, or that otherwise fall within the midscale or upscale segments. As of December 31, 2021, there were four Signature franchises open or under contract. The Signature<sup>SM</sup> service marks and related trademarks, service marks and trade names are referred to as the “Signature Marks.”

We offered franchises for the operation of hotels in the budget lodging segment, some of which operate under the service marks Country Hearth Inn<sup>®</sup>, Country Hearth Suites<sup>®</sup>, Country Hearth Inn & Suites<sup>®</sup> and certain other proprietary marks, collectively referred to as the “Country Hearth Marks,” from October 2016 to March 2020. From November 2017 to March 2020, we also entered into franchise agreements that allowed Country Hearth franchisees to continue operating under their existing name (as long as it is not licensed by a third-party or associated with a third-party’s franchise system) using the Country Hearth system and distribution channels. As of December 31, 2021, there were 32 franchised Country Hearth-branded hotels open or under contract, 18 of which operated under names and trademarks other than the Country Hearth Marks.

We offered franchises for the operation of extended stay hotels in the midscale segment under the service marks Settle Inn<sup>®</sup> and Settle Inn & Suites<sup>®</sup>, and certain other proprietary marks, collectively referred to as the “Settle Inn Marks,” from July 2016 to March 2019. We no longer offer new franchises under the Settle Inn brand. As of December 31, 2021, there were no Settle Inn franchises open.

We offered franchises for the operation of midscale and upper midscale hotels in the select-service and full-service segments under the service mark Lexington<sup>®</sup> and certain other proprietary marks, collectively referred to as the “Lexington Marks,” from October 2016 to March 2018. We no longer offer new franchises under the Lexington brand. As of December 31, 2021, there was one Lexington-branded hotel open, which became affiliated with the Lexington brand through VHGI’s membership model, and we and RLHC provide services to this Lexington hotel.

We offered franchises for Leo Hotel Collection hotels only during 2013. As of December 31, 2021, there were no Leo Hotel Collection hotels. We do not intend to continue to offer Leo Hotel Collection hotels.

As of October 2016, we also act as franchisor for, and we and RLHC provide services to, the franchisees of the following Acquired Vantage Brands, for which we currently do not offer new franchises: America’s Best Inn, Jameson Inn and 3 Palms Hotels & Resorts.

The Proprietary Marks, Sonesta H&R Marks, Sonesta ES Marks, Sonesta Simply Marks, Sonesta Select Marks, Red Lion Marks, RL Marks, Signature Inn Marks, Signature Marks, GuestHouse trademarks and service marks, Knights Inn Marks, Lexington Marks, Jameson Inn service marks, Country Hearth Marks, America’s Best Inn service marks, 3 Palms Hotels & Resorts service marks, Canadas Best Value Inn trademarks, Royal Sonesta service marks, and other marks used by hotels operated by us or our affiliates, or by hotels for which we or Sonesta RL Hotels Canada Franchising Inc. (“SRLHCF”) offer franchises in the future, are collectively referred to as the “Network Marks.” Hotels we or our affiliates license, have licensed in the past, or may license in the future to operate under any of the Network Marks are collectively referred to as the “Network Hotels.” “Network Brands” refers to all hotels licensed to operate under any of

the brands listed above and their various extensions, and any other brands that we or our affiliates periodically may own.

We never have offered franchises in any lines of business other than the hotel business and other than the offerings for those Network Brands described above. Other than the operation and management of hotels under the Red Lion, Hotel RL, Sonesta Hotels and Resorts, Sonesta ES Suites, Sonesta Simply Suites, Sonesta Select and Royal Sonesta brands, neither we nor any of our current affiliates have owned or operated hotels under any of the other franchised brands described above. We have no other business activities.

### **Our Affiliates**

Our affiliates engage in a wide variety of business activities in the lodging business. Sonesta Holdco and its direct and indirect subsidiaries and affiliates, including RLHC, SRLHF and Sonesta and its subsidiaries, own, lease, manage, and franchise hotels under the various Network Brands. In certain instances, RLHC may provide temporary reservation services under an alternate chain code to franchisees prior to conversion or upon de-identification of the hotel. A “chain code” is a two character code that identifies a particular chain hotel within our designated global distribution system.

Our affiliate, SRLHCF, is a Washington corporation that was formed on August 18, 2016. SRLHCF began offering franchises to operate hotels in Canada under the Red Lion Marks in February 2017; under the Canadas Best Value Inn™ Marks in April 2017; under the RL Marks in July 2017; under the Signature Marks, Signature Inn Marks, GuestHouse trademarks and service marks, Country Hearth Marks and Knights Inn Marks in August 2018; and under the Sonesta H&R Marks, Sonesta ES Marks, Sonesta Simply Marks, and Sonesta Select Marks in November 2021. SRLHCF does not currently own or operate any Brand Hotels in Canada. However, our affiliates, Sonesta Canada ULC and Sonesta Toronto ULC operate hotels under the Sonesta ES Marks and the Royal Sonesta trademark, respectively, in Canada.

Our affiliate, RLabs, Inc. (“RLabs”), is a Colorado corporation that was originally formed in Washington in March 2018. RLabs licenses technology solutions, including an all-in-one cloud-based hospitality management suite, to hotel management companies and independent hotels. RLabs also is a party to certain master technology and distribution agreements (for example, with online travel agencies) that are intended to benefit all Network Hotels and RLabs’ direct customers.

Our affiliate, Sonesta Franchising Corporation (“Sonesta Franchising”), is a Maryland corporation. Sonesta Franchising has offered franchises for hotels outside the United States (including in Chile, Colombia, Ecuador, Egypt and Peru) since 1999, under the following trademarks: Royal Sonesta, Sonesta Hotels and Resorts, Sonesta ES Suites, and Sonesta Posadas del Inca. The Sonesta Posadas del Inca service mark, while utilized under a master franchise agreement with Sonesta Franchising, is considered a “Network Mark” for purposes of this disclosure document. Our affiliate, Sonesta Licensing Corporation (“Sonesta Licensing”), is a Massachusetts corporation. Sonesta Licensing has offered licenses for hotels in St. Maarten since 2004, under the Sonesta Hotels and Resorts trademarks. Sonesta Franchising and Sonesta Licensing have never owned or operated an ABVI Hotel nor offered franchises for ABVI Hotels in the United States. Sonesta Franchising and Sonesta Licensing share our principal business address.

RLHC, its direct and indirect subsidiaries, and their respective employees will be performing services for franchisees as discussed throughout this disclosure document.

Our affiliates share our principal business address. We do not have any other affiliates that must be disclosed in this Item 1.

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

Your Hotel must conform to innkeeper liability laws, privacy laws, laws and regulations regarding food handling and preparation, truth in menu and labeling laws, alcoholic beverage control laws and dram shop acts, license, certificate and permit requirements for hotel and restaurant operation and occupancy, laws regulating the posting of hotel room rates, hotel room occupancy tax laws, minimum wage and labor laws, environmental laws, and laws applicable to public accommodations and services such as the Americans with Disabilities Act. In addition, the laws, rules and regulations that apply to businesses in general will affect you. Consult your lawyer about them. Discuss with your architect or other appropriate professionals the Americans with Disabilities Act and its architectural guidelines, and state and local accessible facilities requirements.

### **The Market and Competition**

The market for your services will depend on your Hotel's location, size and its type of operation (that is, resort, conference center, hotel for frequent business travelers, etc.). 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. Business and leisure travelers, meeting planners and attendees, and organizers of and attendees of social functions constitute a significant portion of ABVI events. 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 hotels that offer services comparable to the Brand, you also may compete with lodging designed to serve particular segments of the market and to fill particular lodging demands.

## **ITEM 2. BUSINESS EXPERIENCE**

### **John Murray – President and Director**

Beginning on April 1, 2022, Mr. Murray will serve as our, SRLHCF's, and RLHC's President, and as President and Chief Executive Officer of Sonesta and President of Sonesta's subsidiaries. Mr. Murray will continue to serve as our, SRLHCF's and RLHC's director after being appointed in March 2021, and as Sonesta's director after being appointed in March 2019. Also, as of April 1, 2022, Mr. Murray will serve as President of each of the following entities, each located in Newton, Massachusetts: Auburn Hills Suites LLC; Auburn Hills ES LLC; Schaumburg Suites LLC; Schaumburg ES LLC; and Hill Country Galleria Hotel LLC. Mr. Murray also holds the following positions, each located in Newton, Massachusetts: Executive Vice President of the RMR Group, LLC, and its subsidiaries since 2001; Managing Trustee of Service Properties Trust and its subsidiaries since April 2018 (while also serving as its and their President and Chief Executive Officer from 1996 through March 2022); and Managing Trustee of Industrial Logistics Properties Trust and its subsidiaries since December 2018 (while also serving as its President and Chief Executive Officer from December 2018 through March 2022). Mr. Murray is based in Newton, Massachusetts.

### **Keith Pierce – Executive Vice President, President of Franchising**

Mr. Pierce has served as our, SRLHCF's and RLHC's Executive Vice President, President of Franchising since March 2021. From May 2017 to March 2021, Mr. Pierce served as President and Managing Partner of Passionality Group in Northport, New York. From May 2011 to May 2017, Mr. Pierce served as Executive Vice President, Brand Operations & Global Systems for Wyndham Hotel Group in Parsippany, New Jersey. Mr. Pierce is based in Denver, Colorado.

### **Jennifer B. Clark – Director, Secretary**

Ms. Clark has served as our, SRLHCF's and RLHC's Director and Secretary since March 2021. Ms. Clark also has held the following positions, each located in Newton, Massachusetts: Secretary of Sonesta and its subsidiaries since January 2012; Executive Vice President, General Counsel and Secretary of The RMR Group LLC and its subsidiaries, and director of the subsidiaries, since July 1999; Managing Director of The RMR Group Inc. since June 2015; Secretary of Diversified Healthcare Trust and its subsidiaries since December 1998, and Managing Trustee and director of the subsidiaries from March 2018 to June 2021; Secretary of Industrial Logistics Properties Trust and its subsidiaries since January 2018; Secretary of Service Properties Trust and its subsidiaries since July 1999; Secretary of AlerisLife Inc. (f/k/a Five Star Senior Living Inc.) and its subsidiaries since September 2001, and Managing Director and director of the subsidiaries since February 2020; Managing Trustee of Office Properties Income Trust and director of its subsidiaries since June 2021, and Secretary since February 2009; Secretary of Seven Hills Realty Trust (f/k/a RMR Mortgage Trust) since January 2019; and Secretary of ABP Trust and its subsidiaries since January 2018. Ms. Clark also serves as Secretary of Travel Centers of America Inc. and its subsidiaries, and director of the subsidiaries, in Westlake, Ohio, since January 2007. Ms. Clark is based in Newton, Massachusetts.

### **Stephen P. Miano – Executive Vice President, Treasurer**

Mr. Miano has served as our and SRLHCF's Executive Vice President, Treasurer since March 2021, and as RLHC's Treasurer since March 2021. Mr. Miano also has served as Vice President, Treasurer and Chief Financial Officer of Sonesta in Newton, Massachusetts since May 2016, and as Vice President of The RMR Group LLC in Newton, Massachusetts since May 2016. Mr. Miano is based in Newton, Massachusetts.

### **Bradford Maxwell – Senior Vice President, General Counsel**

Mr. Maxwell has served as our and SRLHCF's Senior Vice President, General Counsel since March 2021. Mr. Maxwell also has served as General Counsel of Sonesta in Newton, Massachusetts since May 2015. Mr. Maxwell is based in Newton, Massachusetts.

### **Jordan Langlois – Senior Vice President, Franchise Operations**

Mr. Langlois has served as our and SRLHCF's Senior Vice President, Franchise Operations since November 2017. From October 2016 to November 2017, Mr. Langlois served as Vice President, Member & Franchise Operations of RLHC in Denver, Colorado. From January 2010 to October 2016, Mr. Langlois served as Vice President, Brand Management of VHGI in Coral Springs, Florida. Mr. Langlois is based in Denver, Colorado.

### **Christopher Trick – Senior Vice President, Sales & Marketing**

Mr. Trick has served as our and SRLHCF's Senior Vice President, Sales & Marketing since September 2020. Mr. Trick also has served as Senior Vice President, Chief Marketing Officer of RLHC in Denver, Colorado since September 2020. From August 2018 to August 2020, Mr. Trick was employed by Southern Carlson, in Omaha, Nebraska, as Vice President, Head of Marketing. From April 2018 to August 2018, Mr. Trick was between positions. Prior to that, Mr. Trick was employed by Realogy Franchise Group, in Madison, New Jersey, as Senior Vice President – Chief Marketing Officer from September 2012 to April 2018. Mr. Trick is based in Denver, Colorado.

### **Brian Quinn – Chief Development Officer**

Mr. Quinn has served as our and SRLHCF's Chief Development Officer since March 2021. From September 2020 to December 2020, Mr. Quinn served as Chief Development Officer of Domio in New York, New York. From January 2017 to January 2020, Mr. Quinn served as Senior Vice President Development of Choice Hotels in Rockville, Maryland. From May 2014 to December 2017, Mr. Quinn served as Chief Franchise Officer of RLHC in Denver, Colorado. Mr. Quinn was between positions from January 2021 to February 2021 as the result of a non-compete agreement with Domio, as well as from February 2020 to August 2020. Mr. Quinn is based in Denver, Colorado.

### **Shane Platt – Senior Vice President, Franchise Development**

Mr. Platt has served as our and SRLHCF's Senior Vice President, Franchise Development since March 2022. Since January 2022, Mr. Platt also has served on the advisory board for Visual Matrix in Richardson, Texas. From January 2019 to October 2021, Mr. Platt served as Senior Vice President Franchise Sale and Development of Wyndham Hotels in Parsippany, New Jersey. From August 2016 to January 2019, Mr. Platt served as Managing Director Franchise Sales of Best Western in Phoenix, Arizona. Mr. Platt was between positions from November 2021 to December 2021. Mr. Platt is based in Southlake, Texas.

### **Adam Portnoy – Director**

Mr. Portnoy has served as our, SRLHCF's and RLHC's director since March 2021. Mr. Portnoy also holds the following positions, each located in Newton, Massachusetts: Director of Sonesta since January 2012; Managing Director, President and Chief Executive Officer of The RMR Group Inc. since June 2015; President and Chief Executive Officer of The RMR Group, LLC since 2005; Trustee and President of ABP Trust and its subsidiaries, and director of the subsidiaries, since January 2016; Managing Trustee of Diversified Healthcare Trust, and director of its subsidiaries, since January 2007; Managing Trustee of Industrial Logistics Properties Trust, and director of its subsidiaries, since April 2017; Managing Trustee of Office Properties Income Trust, and director of its subsidiaries, since January 2009; Managing Trustee of Service Properties Trust, and director of its subsidiaries, since January 2007; Managing Trustee of Seven Hills Realty Trust (f/k/a RMR Mortgage Trust) and its subsidiaries, and director of its subsidiaries, since April 2017; Managing Director of AlerisLife Inc. (f/k/a Five Star Senior Living, Inc.), and director of its subsidiaries, since March 2018; Director of Tremont Realty Capital LLC (f/k/a Tremont Realty Advisors LLC) since March 2016 (while also serving as its President and Chief Executive Officer from March 2016 through December 2017); and Managing Director of Travel Centers of America Inc., and director of its subsidiaries, since January 2018. Mr. Portnoy is based in Newton, Massachusetts.



### ITEM 3. LITIGATION

#### Litigation Relating to the Merger:

Eight individual lawsuits were filed by purported RLHC stockholders in United States District Courts in connection with the merger (the “Merger”) of RLHC with and into a wholly owned subsidiary of Sonesta:

Van Cleave v. Red Lion Hotels Corporation, et al., Case No. 1:21-cv-00177, Filed February 9, 2021 (U.S. District Court for the District of Delaware)

Raul v. Red Lion Hotels Corporation, et al., Case No. 1:21-cv-01208, Filed February 10, 2021 (U.S. District Court for the Southern District of New York)

Romero v. Red Lion Hotels Corporation, et al., Case No. 1:21-cv-01307, Filed February 12, 2021 (U.S. District Court for the Southern District of New York)

Babiker v. Red Lion Hotels Corporation, et al., Case No. 1:21-cv-00440, Filed February 15, 2021 (U.S. District Court for the District of Colorado)

Finger v. Red Lion Hotels Corporation, et al., Case No. 1:21-cv-00513, Filed February 22, 2021 (U.S. District Court for the District of Colorado)

Franchi v. Red Lion Hotels Corporation, et al., Case No. 1:21-cv-00558, Filed February 24, 2021 (U.S. District Court for the District of Colorado)

Waterman v. Red Lion Hotels Corporation, et al., Case No. 21-cv-00916, Filed February 26, 2021 (U.S. District Court for the Eastern District of Pennsylvania)

Anderson v. Red Lion Hotels Corporation, et al., Case No. 21-cv-00617, Filed March 2, 2021 (U.S. District Court for the District of Colorado)

In each of these eight lawsuits, the purported RLHC stockholder filed a complaint against RLHC and the members of the RLHC board of directors alleging that the preliminary proxy statement filed by RLHC on January 26, 2021, or the definitive proxy statement filed by RLHC on February 9, 2021, in connection with the Merger failed to provide certain information allegedly material to RLHC stockholders in violation of Sections 14(a) and 20(a) of the Securities and Exchange Act of 1934 (as amended, the “Exchange Act”) and Rule 14a-9 promulgated thereunder. The requests for relief under each of the complaints were generally the same, and included a request: for an injunction enjoining the proposed Merger and any vote on the proposed Merger until defendants disclosed and disseminated the allegedly omitted material information; for rescission of the Merger in the event the defendants consummated the Merger (or an award of rescissory damages); for dissemination of a proxy statement that did not contain allegedly untrue statements of material fact and that did not omit allegedly material information; a declaratory judgment that the defendants violated Sections 14(a) and/or 20(a) of the Exchange Act and Rule 14a-9 promulgated thereunder; and an award of plaintiff’s attorneys’ and experts’ fees; and other relief. In response to those lawsuits, RLHC filed a Form 8-K (Current Report) on March 9, 2021, which included certain supplemental disclosures in order to moot plaintiffs’ disclosure claims and avoid further nuisance and business delays. As of March 31, 2021, the plaintiffs in each of these eight lawsuits voluntarily dismissed their respective claims, and on September 8, 2021, the parties entered into an agreement that provided for a mutual release of claims and for RLHC to pay the plaintiffs’ attorneys an aggregate amount of \$240,000 in fees.

Two individual lawsuits, which were later consolidated, were filed by purported RLHC stockholders in Washington state court in connection with the Merger:

Allentoff v. Red Lion Hotels Corporation, et al., Case No. 21-2-02579-6, Filed February 24, 2021 (King County Superior Court, Washington)

Devaney v. Red Lion Hotels Corporation, et al., Case No. 21-2-02580-0, Filed February 24, 2021 (King County Superior Court, Washington)

In each of these two lawsuits, the purported RLHC stockholder filed a class action complaint on behalf of himself and a purported class of other similarly situated stockholders of RLHC, against RLHC, the members of the RLHC board of directors and RLHC's former CEO. Each of these complaints contained generally the same allegations, including that the individual defendants breached their fiduciary duties by entering into the agreement for the Merger for inadequate consideration and through an unfair process, that they caused materially misleading and incomplete information to be disseminated to RLHC's stockholders, and that RLHC aided and abetted the individual defendants' breaches of their fiduciary duties. The requests for relief under each of the complaints were generally the same, and included a request: for an injunction enjoining the proposed Merger until defendants disclosed and disseminated the allegedly omitted material information; for rescission of the Merger in the event the defendants consummated the Merger (or an award of rescissory damages); to direct the defendants to account for all damages because of the alleged wrongdoing; an award of plaintiff's attorneys' fees and experts' fees; a declaration that the action is properly maintainable as a class action; and other relief. After the two lawsuits were consolidated, both of plaintiffs' claims were dismissed with prejudice on December 13, 2021. A notice of appeal was filed by the plaintiffs on December 14, 2021.

#### **Litigation Unrelating to the Merger:**

Radisson Hotels International, Inc. v. Red Lion Hotels Corporation d/b/a RLH Corporation, and Red Lion Hotels Franchising, Inc., Case No. 2:18-cv-00303 (U.S. District Court for the Eastern District of Washington). On September 26, 2018, plaintiff, which is a competitor of RLHC and SRLHF, filed a lawsuit against RLHC and SRLHF for tortious interference with franchise license agreements and a global settlement agreement as a result of SRLHF entering into franchise agreements with nine properties that were previously licensees of plaintiff, which properties allegedly exited plaintiff's franchise system prior to the expiration of their franchise license agreements. On August 25, 2021, plaintiff, RLHC and SRLHF entered into a Settlement Agreement and Release in which plaintiff, on the one hand, and RLHC and SRLHF, on the other hand, agreed to mutually release one another from all claims, and, without admitting any liability, RLHC and SRLHF agreed to pay plaintiff \$500,000. On September 2, 2021, the court granted the parties' Stipulated Motion for Dismissal, dismissing all of the parties' claims with prejudice.

Red Lion Hotels Franchising, Inc. v. Remo Polselli, Case No. 2:19-cv-00082 (U.S. District Court for the Eastern District of Washington). On March 14, 2019, SRLHF filed a lawsuit against defendant, the guarantor of a former franchisee, for breach of its guarantee as a result of defendant's failure to ensure the former franchisee's performance under the franchise license agreement, including payment of amounts due. SRLHF requested monetary damages. On August 9, 2019, defendant filed a motion to quash personal service and dismiss the lawsuit for lack of personal jurisdiction; defendant filed an amended motion on August 16, 2019. On October 24, 2019, the court denied defendant's motion. On November 18, 2019, defendant filed an answer and an affirmative defense of lack of authorization or forgery, claiming the guarantee was signed by an unauthorized party and is therefore voidable at the option of defendant, or was forged and is void *ab initio*. On February 24, 2020, defendant filed an amended answer, additional affirmative defenses and a counterclaim for attorneys' fees and costs incurred in defending against the lawsuit. On October 9, 2020, the court granted the parties' stipulated motion and entered an Order of Dismissal without Prejudice, dismissing all of the parties' claims without prejudice.

Linger Chu and His-Hsieh Chu v. Jim Tang, Red Lion Hotels Franchising, Inc. and Does 1-100, Case No. BC712103 (Superior Court of the State of California, County of Los Angeles). On June 28, 2018, plaintiffs filed a lawsuit against SRLHF and third parties for intentional misrepresentation, negligent misrepresentation, and declaratory relief resulting from plaintiffs' sale of their Red Lion-branded hotel in violation of their franchise agreement. Following the sale, SRLHF sought to enforce its rights resulting from plaintiffs' unapproved transfer, and plaintiffs allege they were told they could proceed with the sale without violating their franchise agreement. Plaintiffs sought an unspecified amount of monetary damages and declaratory relief. On March 28, 2019, the plaintiffs and SRLHF entered into a Settlement and Release Agreement in which the plaintiffs and SRLHF agreed to mutually release one another from all claims and the plaintiffs agreed to pay SRLHF \$250,000 and execute a confession of judgment. On April 2, 2019, the court entered a Stipulation and Order for Final Dismissal, dismissing all of plaintiffs' claims with prejudice.

Red Lion Hotels Franchising, Inc. v. Ghazanfar Khan, et al., Case No. 2:17-cv-00094, Case No. 2:17-cv-00155 (U.S. District Court for the Eastern District of Washington). On March 13, 2017, SRLHF filed a lawsuit against two former franchisees and their guarantors for trademark infringement, false designation of origin and breach of contract as a result of their failure to comply with their post-termination obligations under their franchise agreements (the "Franchise Agreement Lawsuit"). In May 2017, SRLHF filed a second lawsuit against the guarantors for breach of contract as a result of their failure to comply with their post-termination obligations under their guaranties and the underlying franchise agreements (the "Guaranty Lawsuit," together with the Franchise Agreement Lawsuit, the "Khan Lawsuits"). In August 2017, the defendants in the Khan Lawsuits filed respective amended answers and asserted amended counterclaims against SRLHF for breach of contract, violation of the Washington Franchise Investment Protection Act and violation of Washington Consumer Protection Act alleging that SRLHF charged additional fees which were not identified in the applicable franchise agreements. On November 29, 2017, the court issued an order compelling arbitration of defendants' counterclaims in both Khan Lawsuits, denying all pending motions as moot, and staying SRLHF's pending claims pending the outcome of arbitration. On December 28, 2018, the parties entered into a Confidential Settlement and Mutual Release Agreement in which the parties agreed to mutually release each other from all claims, defendants paid to SRLHF \$500,000, and defendants agreed to immediately cease all use of our proprietary service marks and trademarks. The court subsequently issued final judgment and orders in the Khan Lawsuits (in May 2019 for the Franchise Agreement Lawsuit, and in June 2019 for the Guaranty Lawsuit) permanently enjoining defendants from further use of SRLHF's marks and dismissing all claims and counterclaims in the Khan Lawsuits with prejudice, pursuant to the stipulation and agreement between the parties.

Red Lion Hotels Franchising, Inc. v. Kumar and Sadikila Vemulapalli, Case No. 16-2-01814-3 (Superior Court of Washington, County of Spokane). On May 12, 2016, SRLHF filed a complaint against guarantors of a former franchisee seeking to enforce their personal guaranty of a franchise agreement. On December 15, 2017, defendants filed an answer, affirmative defenses and counterclaims for breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel/reliance damages, and fraud in the inducement/fraud alleging that SRLHF: (1) failed to provide services and support under the franchise agreement, (2) demanded payment of fees other than what defendants allege was agreed upon, (3) countersigned a copy of the franchise agreement that did not contain defendants handwritten changes and therefore was not what defendants believed to be the contract, and (4) interfered with hotel operations following termination. On December 18, 2018, the parties entered into a Settlement and Release Agreement in which the parties agreed to mutually release each other from all claims and

defendants agreed to pay SRLHF \$80,000. On June 13, 2019, the court dismissed all claims with prejudice.

Red Lion Hotels Franchising, Inc. v. Minnesota Hospitality, Inc., Case No. 2:19-cv-00061 (U.S. District Court for the Eastern District of Washington). On February 22, 2019, SRLHF filed a lawsuit against defendant, the guarantor of a former franchisee, for breach of its guarantee as a result of defendant's failure to ensure the former franchisee's performance under the franchise license agreement, including payment of amounts due. SRLHF requested monetary damages. On April 26, 2019, defendant filed an answer and counterclaim requesting a declaratory judgment that the guarantee of the franchise license agreement is unenforceable and void as a result of SRLHF's alleged fraud in the inducement based on SRLHF providing information and representations that defendant alleges were false and inaccurate. On October 7, 2019, defendant and SRLHF entered into a settlement and release agreement in which defendant and SRLHF agreed to mutually release one another from certain claims and the defendant agreed to pay SRLHF \$150,000 and execute a confession of judgment. On October 22, 2019, the court granted the parties' stipulated motion to dismiss.

Red Lion Hotels Corporation v. Tiya Hospitality, LLC, Case No. CV-2017-902126.00 (Circuit Court of Jefferson County, Alabama). In May 2017, RLHC filed a lawsuit against a former brand member for failure to pay amounts due and breach of contract for failure to pay amounts due. On July 3, 2017, defendant filed an answer and counterclaim, alleging that RLHC breached the membership agreement, and seeking monetary damages and declaratory judgment. The parties entered into a Confidential Mutual Release and Settlement Agreement on February 19, 2018, under which defendant paid to RLHC \$10,500 and the parties agreed to mutually release each other from all claims. On August 9, 2018, the court entered an Order of Dismissal.

Red Lion Hotels Franchising, Inc. v. JS Three Star Investment Inc., Case No. 96777-422 (District Court of the 422<sup>nd</sup> Judicial District, Kaufman County, Texas). In December 2016, SRLHF filed a lawsuit against a former franchisee for failure to pay its account, unjust enrichment and breach of contract as a result of its failure to pay amounts due under the membership agreement. On March 8, 2017, defendant filed an answer and counterclaim alleging that SRLHF failed to provide services under the membership agreement, which defendant alleges was a violation of the Texas Deceptive Trade Practices Act, requesting damages in the amount of \$81,000. On December 11, 2017, the parties entered into a confidential settlement agreement in which the parties agreed to mutually release each other from all claims. On January 18, 2018, the court dismissed the case with prejudice.

Other than the above, no litigation is required to be disclosed in this Item.

#### **ITEM 4. BANKRUPTCY**

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

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

##### **Initial Fee**

You must pay us an initial fee equal to the sum of (a) \$16,500 plus (b) the product of \$150 times the number of Guest Rooms in excess of 50 (the "Initial Fee") when you sign the Franchise Agreement. The Initial Fee is fully earned and non-refundable and must be paid before we will countersign the Franchise Agreement, unless we have agreed to permit you to make installment

payments, in which case you will sign a promissory note and make payments as provided under the promissory note. See Item 10 for additional details relating to initial fee installment payments.

“Guest Rooms” means transient hotel rooms located at the Hotel and is not dependent upon occupancy of the hotel rooms. By way of example, if your Hotel has 70 Guest Rooms, the Initial Fee will be \$19,500 (\$16,500 plus \$150 times 20).

During the 2021 fiscal year, we charged Initial Fees ranging up to \$19,650 and offered qualified franchisees financing up to \$16,500 in the form of a forgivable note that amortizes monthly through principal reduction over the term of the franchise. If the franchise terminates, the unamortized balance of the note comes due. We may discontinue offering the forgivable note at any time and may not offer that form of financing in our sole discretion. These franchisees were not provided additional incentives during 2021.

### **Other Initial Fees**

You will pay us an onboarding administration fee of \$1,000 for the onboarding services we provide to you in connection with the opening of your Hotel under the Brand. This fee is non-refundable and is due during or immediately after the onboarding process.

You will be required to pay a \$445 property management system (“PMS”) Interface and Tokenization Set Up Fee, which is charged by our third-party central reservation system (“CRS”) provider, for setting up an interface with your PMS. We will collect this PMS Interface and Tokenization Set Up Fee from you and remit to our CRS provider. This fee will be due when billed and is non-refundable.

If you are converting an existing hotel into an ABVI Hotel, we may issue you a Property Improvement Plan (“PIP”) to which you must agree as a condition of approval that sets forth a list of items you must perform to conform your Hotel to the Brand Standards prior to your Opening Date (or within such timeframe as may be stated in the PIP). If we issue you a PIP, we may require you to pay us a non-refundable \$1,000 fee, before we approve you as a Franchisee, to cover the cost of preparing or verifying completion of the PIP (the “PIP Fee”). “Opening Date” means the date your Hotel opens for business under the Brand.

If you are a new franchisee that is acquiring an existing ABVI Hotel from a current franchisee of the Brand, that particular franchisee’s franchise agreement may provide for a particular transfer fee to be paid as part of the transfer, which is calculated pursuant to our current “application fee”. As shown above, we now call the “application fee” the “Initial Fee,” and as such, any references to “application fee” in existing franchise agreements of the Brand are referred to, and calculated, as the Initial Fee, as described above.

**ITEM 6. OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS (Notes 1, 2 And 3)
Royalty	The sum of (x) \$24.50 per Guest Room for the first 50 Guest Rooms, (y) \$20.50 per Guest Room for Guest Rooms 51 to 75, and (z) \$19.50 per Guest Room for any Guest Rooms in excess of 75.	Payable monthly by the 20 <sup>th</sup> day of the following month	Regardless of the number of Guest Rooms in your Hotel, you will pay a minimum monthly Royalty of \$980. This fee may be periodically increased by us upon the affirmative vote of at least 60% of the Franchisees and Brand Members, collectively (the "Voting Members"); however, we may increase the Royalty by the most recently published National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) as most recently published by the U.S. Department of Labor, or a successor index ("CPI"), without the approval of the Voting Members.
Monthly Program Fee	\$17 per Guest Room per month	Payable monthly by the 20 <sup>th</sup> day of the following month	Regardless of the number of Guest Rooms in your Hotel, you will pay a minimum Monthly Program Fee of \$680. The Monthly Program Fee may be periodically increased by us upon the affirmative vote of at least 60% of the Voting Members; however, we may increase the Monthly Program Fee by the most recently published National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) as most recently published by the U.S. Department of Labor, or a successor index ("CPI"), without the approval of the Voting Members.
Conference Fee	\$100 per month	Payable monthly by the 20 <sup>th</sup> day of the following month	This fee covers the attendance for one person at the brand conference. If you are permitted to send additional attendees, you will be required to pay an additional \$695 per attendee prior to their attendance at the conference. We periodically may increase the conference fee. You also will be responsible for the travel costs and expenses for your attendees.
PMS-to-CRS Enhanced Connectivity Fee with HAPI	\$99 per month	Payable monthly by the 20 <sup>th</sup> day of the following month	You will pay a PMS-to-CRS enhanced connectivity fee. These fees are dependent on third-party fees charged by third-party providers and are collected by us and remitted to them, although we may retain a portion of the fee for administrative expenses. This fee is subject to increase.
Operations Insights Fee	\$49.50 per month	Payable monthly by the 20 <sup>th</sup> day of the following month	You will pay this continuing monthly fee for Operations Insights Fee, required of all Franchisees. We may periodically increase this Operations Insights Fee. Operations Insights includes online review tools and quality assurance self-assessment tools. We may periodically add additional tools and change the components or restructure the program.

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS (Notes 1, 2 And 3)</b>
Brand Training Fee	Currently, \$1,500 plus travel costs and expenses	As billed	If you prefer to have our trainers provide more in-depth training at your location rather than completing the introduction to the Brand through the Access Point Owner's Portal (see Item 11), you will pay us our training fee and expenses for a day and a half training. The introduction to the Brand training must be completed within three months of activating your Hotel in the CRS.
In-Person Ongoing Training Fee	\$1,000 for up to two days of training for you and your Hotel staff	As billed	If you request training at one of our corporate offices, you must pay the travel, wages, living expenses and miscellaneous expenses of those who attend in addition to this training fee. See Item 11.
Loyalty Program	Currently we do not charge a fee in connection with our Loyalty Program	If required, payable monthly by the 20 <sup>th</sup> day of the following month	See Note 4.
Transfer Fee	Our then-current Initial Fee	Before transfer	Your transferee or you must pay us a transfer fee equal to our then-current Initial Fee for new Franchisees.
Subsequent Onboarding Administration Fee in connection with change of ownership	Currently, \$1,000 per change of ownership	Before change of ownership	Upon any transfer of voting or ownership interests in you if you are a legal entity, or in any of your owners if such owners are legal entities, you or your transferee must immediately pay us an onboarding administration fee for such transfer for the onboarding services we provide in connection with new ownership of the Hotel. This subsequent onboarding administration fee applies to each transfer and is subject to change.
Late Payment Charge	The lesser of (a) 1.5% of the overdue amount or (b) the maximum rate allowed by law	Upon demand	You may be assessed this charge if any payment you owe us is overdue.
Reactivation Fee	Currently, the lesser of 25% of past due balances or \$2,000	Prior to reactivation	If we have suspended your Hotel from the CRS and access to any revenue-generating or revenue-related programs because of a default under your Franchise Agreement, and you have cured the default, we may require you to pay this as a condition of reactivation. Although we may periodically change the amount of the fee, it will not exceed \$5,000.
Third-Party Distribution Program Fees	Varies based on third-party fees	Payable monthly by the 20 <sup>th</sup> day of the following month	These fees are payable to us in connection with the processing of certain transactions associated with the Third-Party Distribution Program, and includes an administrative fee for our services. See Note 5.

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS (Notes 1, 2 And 3)</b>
Reservation System Maintenance Fee	\$250 for first occurrence; \$500 for second occurrence; \$1,000 per occurrence thereafter	Payable monthly by the 20 <sup>th</sup> day of the following month	We charge this fee if you fail to meet our performance standard of maintaining at least 12 months of your advance room rates and inventory on CRS.
Reservation System Maintenance Services & Assistance Fee	\$150 per service event	Payable monthly by the 20 <sup>th</sup> day of the following month	You incur this fee if you request additional assistance for performing CRS data maintenance.
Revenue Consulting and Insights Fee	\$249 to \$399 per month depending on the number of guest rooms in your hotel	Payable monthly by the 20 <sup>th</sup> day of the following month	Payable by the 15 <sup>th</sup> of the following month if you participate in this program for revenue management consulting. We may change this fee on notice to participating hotels
Revenue Management Insights Fee	\$79.50 per month	Payable monthly by the 20 <sup>th</sup> day of the following month	See Note 6.
Revenue Management Price Positioning Software Access Fee	\$2.00 per guest room per month	Payable monthly by the 20 <sup>th</sup> day of the following month	Payable by the 15 <sup>th</sup> of the following month if you participate in this program for revenue management consulting. We may change this fee on notice to participating hotels
Accelerated Property Experience (“APEX”) Fee	Currently, \$1,000 plus the cost of transportation, accommodations and meals	As incurred	See Note 7.
Guest Relations Program Fee	\$25 to \$125 per issue	Payable monthly by the 20 <sup>th</sup> day of the following month	See Note 8.
Online Review Response Program Fee	\$39 to \$150 per response	Payable monthly by the 20 <sup>th</sup> day of the following month	See Note 8.
Termination Fee Upon Early Termination Following your Default or Termination by you Without Cause	Aggregate amounts of certain fees through the balance of the current Term.	Upon early termination of your Franchise Agreement	See Note 9.
Liquidated Damages for Unauthorized Opening	\$5,000 per day that your Hotel is open without authorization and our costs, including attorneys’ fees	Upon demand	If you open your Hotel before we authorize it to open as an “ABVI Hotel,” you must pay us liquidated damages to compensate us for damage to the Proprietary Marks. You also must reimburse us for our costs of enforcing our rights.



<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS (Notes 1, 2 And 3)</b>
Pre-Opening Termination Fee	\$1,000 for each Guest Room	Upon demand	See Note 10.
Public Relations & Crisis Management	\$1,000 per crisis situation and any out-of-pocket expenses we incur.	As billed	See Note 11.
Travel Agency Commission Settlement Fee	Up to \$0.85 per transaction	Payable monthly by the 20 <sup>th</sup> day of the following month	See Note 12.
Taxes	Varies	Upon demand	If any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Franchise Agreement, then you also must pay this tax to us.
Indemnification	Amount of damages suffered	Upon demand	You must indemnify us and our affiliates, and our and their respective officers, directors, owners, employees and representatives for all damages any of those parties suffers and costs any of those parties incur relating in any manner to your ownership or operation of your Hotel, including enforcement costs.
Default Remedies	You shall reimburse us for all our costs and expenses we incur to remedy your default.	Case by case basis as incurred	Our expenses may include attorneys' fees (including fees for in-house attorneys), court costs and non-legal fees reasonably incurred to protect us, our subsidiaries or affiliates or to remedy your default.
Failure to De-Identify	\$500 per day	Upon demand	If you fail to comply with all of your de-identification obligations within 30 days after the expiration or early termination of your Franchise Agreement, you must pay us this fee for each day in which you are in breach of your obligations. You need not pay these amounts if you can demonstrate to our satisfaction that it was impossible for you to timely cease or cause the cessation of any use of any Proprietary Marks we assert has not been timely ceased. This is in addition to other damages and remedies to which we may be entitled under applicable law.
Administrative Fee for other requests	Up to \$2,500 plus any additional costs we may incur.	When you submit request	Administrative fees arising from extraordinary services such as amendments you request; amendments necessitated by your action or inaction (such as a lease amendment); lender comfort letters; and similar services.
Reservation Fees	Ranges from \$2.75 to \$8.00 per reservation	Payable monthly by the 20 <sup>th</sup> day of the following month	See Note 13.

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS (Notes 1, 2 And 3)</b>
Meetings and Events	3% on consumed master folio per group	Payable monthly by the 20 <sup>th</sup> day of the following month	This is a sales administrative fee charged by us to help defray some of the costs incurred by us in generating certain business for you.
Travel Management Companies (“TMCs”) and Consortia Fees	Listing fees that vary or \$3.50 per room night	Payable monthly by the 20 <sup>th</sup> day of the following month	If you receive reservations through TMCs or consortia, you will pay either a listing fee or a transaction fee of \$3.50 per room night, depending on our arrangements with the respective third parties. You also will be responsible for any commission or other remuneration payable to the TMC or consortia participant.
Corporate Account Support Subscription and Services Fee	\$20 per request for proposal (RFP)	Payable upon distribution	Includes hotel profile creation and ongoing management in the Cvent RFP management system, RFP bid submissions, and GDS rate code mapping. Prices are subject to change.
PIP Fee	\$1,000 per issued PIP	As issued	At any time during the term of the Franchise Agreement, if we determine your Hotel is not in compliance with Brand Standards or online reviews and/or guest comments have raised concerns with your compliance with Brand Standards, we may issue a PIP to you and charge you a PIP fee.
Design Review Fee	\$100 per hour (minimum five hours)	As incurred	Each time you intend to make certain renovations to your Hotel, whether based on an issued PIP or separate renovations, you must submit your design plans to us in advance for review and approval. We will charge you an hourly fee (minimum five hours) to review such design plans.
Notices	Varies	As billed	For any notice we send to you by commercial courier service, as permitted by the Franchise Agreement, we may require you to reimburse us for the shipping expenses.
Photography Expenses	\$750 to \$1,250	As incurred	During the term of the Franchise Agreement, if your Hotel undergoes significant renovations or you make improvements in accordance with a PIP, we may require you to hire a professional photographer to take new photographs of your Hotel. This fee is subject to change by the third party photographer.
American Hotel & Lodging Association (“AHLA”) Fee	\$3.00 per Guest Room per year	Payable annually, as billed	You will be enrolled automatically as a member of the AHLA each year, but you will be given an opportunity, on an annual basis, to opt out of participation. While enrolled, you will pay this fee to us, which we will remit to the AHLA.

Note 1 – Except as indicated otherwise, all fees in this Item 6 are payable to us, are nonrefundable, and may not be uniformly applied. We may periodically reduce or waive fees.

Note 2 – You must pay us by means of an automated payment system using automatically recurring electronic funds transfer that we initiate (“Recurring EFT”), also known as Auto Pay. We may process the transfers at the time any payment is due and owing. Failure to fund your account at the time of a Recurring EFT withdrawal, or failing to enroll in Recurring EFT payments, will constitute a breach of your Franchise Agreement. If we permit you to pay by any other means, we may condition our approval on the payment of a convenience fee (currently, \$25 per

transaction). We also may periodically change your required method of payment with at least 30 days' prior written notice.

Note 3 – Your obligation to make monthly payments of the Royalty and Monthly Program Fee will begin on the Opening Date. If you sign a Franchise Agreement in connection with the acquisition of an existing ABVI-branded hotel, your obligation to make monthly payments of the Royalty and Monthly Program Fee will begin on the date you close the acquisition of the Hotel. Whether a conversion, new construction or acquisition, you must make payments for all other fees and commissions from the time those fees are incurred, regardless of the Opening Date.

The Royalty, Monthly Program Fee, Revenue Management Insights Fee, Operations Insights Fee, PMS-to-CRS Enhanced Connectivity Fee and Conference Fee do not cover your costs of participating in any optional programs and promotions offered by us in which you voluntarily choose to participate, including in our optional Revenue Strategy Support consultative program (currently, \$169 to \$269 per month, depending on the property size and market scale, which we may periodically change), or our option Pricing Recommendation Software, currently at \$2 per room per month. We may offer additional optional programs to you during the Term of your Franchise Agreement.

Note 4 – Your Hotel must participate in our loyalty program (as it may be modified) for as long as we choose to offer such a program. We may run periodic promotions in which guests that participate in our loyalty program receive discounts on room stays. See Item 11 for additional details related to our current loyalty program.

Note 5 – We participate in most major distribution channels and we or our affiliates have established enterprise-level agreements with many of the leading intermediaries, including online travel agencies (“OTAs”), that allow them to offer your hotel room inventory through their websites including, in some cases, rooms at our loyalty program member rates (collectively, the “Third-Party Distribution Program”). You must participate in the Third-Party Distribution Program, under the terms and conditions we have negotiated, including pricing terms. You are responsible for the payment of all reservation fees, including third-party booking fees, GDS fees, and fees associated with the CRO (call center) and CRS, in connection with stays booked at your Hotel through their websites. Those fees are subject to change by the applicable third-parties. You must connect to all third-parties through our CRS, unless such third-party does not directly or indirectly offer interfaces to the CRS. You must maintain rates and inventory in the CRS on a rolling 12-month basis. If you fail to maintain rates and inventory on a rolling 12-month basis, you will be given seven days' written notice to do so, after which, we will extend your rates on your behalf. Upon our first written notice to you for failing to maintain rates and inventory on a rolling 12-month basis, you must pay us \$250. For repeated occurrences requiring additional notice to you, we may charge you additional fees. You may request that we assist you with updating the CRS rate and inventory database for an additional Reservation System Maintenance Fee of \$150 per occurrence (e.g., rate changes; inventory adjustments; non-emergency CRS close-outs).

Note 6 – You will pay us this continuing monthly fee for Revenue Management Insights required of all Franchisees. We may periodically increase this Revenue Management Insights Fee. Revenue Management Insights includes periodic competitor benchmarking reports and pricing reports. We may periodically add additional reports and change the components or restructure the program.

Note 7 – As a general rule, we do not anticipate conducting an annual inspection of your Hotel. Rather, we largely will rely on guided self-assessments by you; guest reviews and other

online reputation resources; and feedback we receive from guests and our colleagues, including vendors. If (a) we become concerned, based on guest complaints, online reviews, or otherwise, about the condition of your Hotel or the services it offers; or (b) you request our assistance, then we may arrange a visit to your Hotel to undertake improving its online reputation, including its TripAdvisor Score. We call this process our Accelerated Property Experience, or “APEX.” We may periodically change our inspection, re-inspection, assessment, or APEX program and fees.

Note 8 – Under our Guest Relations Program, you will pay us a \$25 fee for every guest or other complaint we receive. If the issue raised is not resolved to our satisfaction within 48 hours of our communication to your Hotel, then the fee will be raised to \$75. If it becomes necessary for us to resolve it, then the fee will be raised to \$125 per issue, plus we will charge you the cost of the resolution (such as a refund provided to a guest). Under our Online Review Response Program, if you do not respond to any negative online reviews within 72 hours of the posting of such reviews, we may do so (directly or through a third-party) on your behalf, in which case you will pay us \$39 to \$150 for each response. These fees may increase based on the frequency and nature of complaints and negative reviews, and your responsiveness (e.g., the time it takes you to respond to guest reviews). We may periodically modify these programs, including an increase or otherwise change in fee structure.

Note 9 – If we terminate your Franchise Agreement for cause, or you terminate your Franchise Agreement without cause (but not on the last day of an Anniversary Window (defined in Item 17)), you must pay us a termination fee as a lump-sum equal to the Royalties, Monthly Program Fees, Conference Fees, Revenue Management Insights Fees, Operations Insights Fees and PMS-to-CRS Enhanced Connectivity Fees payable for the period from the termination date through the end of the term. This termination fee is in addition to any other damages and remedies to which we may be entitled under applicable law.

Note 10 – You must pay us this lump sum termination fee if we terminate the Franchise Agreement for your breach before the authorized opening of your Hotel.

Note 11 – In the event we deploy our public relations and crisis management team as a result of a situation at your Hotel, we will charge you a fee of \$1,000 plus actual costs we incur. We also may, but are not obligated to, initiate this service to act on behalf of your Hotel for the benefit of the Brand, us or RLHC or our and their affiliates. In that case, we may charge you an additional \$300 per hour for such services. The fee and hourly rates are subject to change.

Note 12 – We may use, or require you to use, a travel agent commission settlement program operated by a third-party provider selected by us. We expect settlement fees to be no more than \$0.85 per transaction, but this fee may periodically change as third-party fees increase. These settlement fees may be paid directly to the third-party provider or we may collect them and further remit your payment to the third-party provider, less an administrative fee per transaction.

Note 13 – We may advance certain booking fees, reservation fees and commissions incurred in connection with the operation of your Hotel to third-parties and bill you directly for reimbursement. Reservation fees are based on third-party fees and are subject to change. Currently, the fees based on reservation channel are as follows: web and mobile direct, \$2.75 per reservation; direct connect, \$3.95 per reservation; IDS, \$4.00 per reservation; GDS, 8.00 per reservation; and CRO (call center), \$7.00 per reservation. Reservation or booking fees will be charged for cancelled reservations unless they are cancelled through the same channel in which they were made.

**ITEM 7. ESTIMATED INITIAL INVESTMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT (Note 1)</b>					
<b>Type Of Expenditure</b>	<b>Amount</b>		<b>Method Of Payment</b>	<b>When Due</b>	<b>To Whom Payment Is To Be Made</b>
	<b>New Construction</b>	<b>Conversion</b>			
Initial Fee (Note 2)	\$16,500	\$16,500	Lump Sum	Upon your signing of the Franchise Agreement	Us
Onboarding Administration Fee	\$1,000	\$1,000	Lump sum	When billed	Us
PIP Fee (Note 3)	N/A	\$0 to \$1,000	Lump sum	Before we approve you as a Franchisee	Us
Market Study (Note 4)	\$0 to \$7,500	N/A	As arranged by you	Before opening	Third-parties
Real Estate, Legal and Title Expenses (Notes 1 and 5)	Variable	Variable	As arranged by you	Before opening	Third-party sellers, landlords
Permits, Licenses, Plans, Etc.	\$135,000 to \$290,000 (Note 6)	Variable (Note 7)	As arranged by you	Before opening	Suppliers, governmental authorities
Construction Costs	\$2,250,000 to \$4,800,000 (Note 8)	Variable (Note 7)	As arranged by you	Before opening	Contractors, vendors and suppliers
Furniture, Fixtures and Equipment ("FF&E") (Note 9)	\$537,000 to \$674,000	\$5,200 to \$857,000	As arranged by you	As incurred	Vendors and suppliers
Exterior Signage (Note 10)	\$12,000 to \$50,000	\$5,000 to \$20,000	As arranged by you	As incurred	Vendors and suppliers
Communications Equipment (Note 11)	\$25,000 to \$50,000	\$5,000 to \$15,000	As arranged by you	As incurred	Vendors and suppliers
Computer System (Note 12)	\$2,000 to \$15,000	\$2,000 to \$15,000	As arranged by you	As incurred	Vendors and suppliers
PMS Interface and Tokenization Set Up Fee (Note 13)	\$445	\$445	As arranged by you	As incurred	Us

<b>YOUR ESTIMATED INITIAL INVESTMENT (Note 1)</b>					
<b>Type Of Expenditure</b>	<b>Amount</b>		<b>Method Of Payment</b>	<b>When Due</b>	<b>To Whom Payment Is To Be Made</b>
	<b>New Construction</b>	<b>Conversion</b>			
Inventory/Supplies (OS&E) to Begin Operating (Note 14)	\$99,000 to \$103,000	\$19,000 to \$126,000	As incurred	Before opening	Vendors and suppliers
Other Pre-Opening and Grand Opening Expenses (Note 15)	\$50,000 to \$100,000	\$15,000 to \$40,000	As arranged by you	Before opening	Vendors, suppliers, other third-parties
Insurance (for 12 months) (Note 16)	\$17,500 to \$33,000	\$0 to \$33,000	As arranged by you	As incurred	Insurance providers
Wireless HighSpeed Internet Access with branded landing page (Note 17)	\$1,000 to \$10,000	\$1,000 to \$10,000	Lump sum	Upon implementation	Vendors and suppliers
Photography Expenses (Note 18)	\$0 to \$5,000	\$0 to \$5,000	As arranged by you	As arranged, before opening	Supplier
Additional Funds (3 month initial phase) (Note 19)	\$30,000 to \$90,000	\$30,000 to \$90,000	Various	As incurred	Employees, suppliers, etc.
<b>Total</b>	<b>\$3,176,445 to \$6,245,445</b>	<b>\$100,145 to \$1,229,945</b>			

Note 1 – We have estimated costs based on a 50-room ABVI Hotel. We have relied on our and our affiliates' management's years of experience in the lodging business to compile these estimates.

Note 2 – The Initial Fee for an ABVI Hotel with more than 50 rooms is \$16,500 plus \$150 times the number of Guest Rooms in excess of 50. The Initial Fee is non-refundable.

Note 3 – We may issue you a PIP that sets forth a list of all items you must perform prior to your Opening Date (or within some other timeframe stated in the PIP) to conform your hotel to the Brand Standards. If we issue you a PIP, we may charge you a non-refundable \$1,000 fee to cover the cost of preparing or verifying completion of that PIP.

Note 4 – You may choose (or your lender, if applicable, may require you) to conduct a market study before selecting a location for your Hotel. A market study will look at local demographics and potential sources of business and other business drivers in a market; analyze

the current demand and supply for hotels in a particular market; forecast the demand and supply in a market; determine the availability of workers in a particular market; and analyze the competition in a market, among other things.

Note 5 – It is difficult to estimate real estate costs. These costs vary widely by reason of location, type of market, size of parcel, competitive market conditions and type of interest acquired; we anticipate that a 50-room ABVI Hotel will have a building area of approximately 25,000 square feet and be located on approximately one and a half acres of land. Additional costs incident to real estate may include legal fees and title recording expenses, all which vary by location.

Note 6 – These amounts include the cost of architects and engineers and construction plans, as well as local fees (including building permits, licenses and environmental impact fees), which vary widely depending on your specific location and situation, as well as the design selected by you, and may be significantly greater than shown in this table. You should consult with your attorney to determine any applicable licensing or permit fees you must obtain to operate your Hotel.

Note 7 – For conversions, you will incur costs to bring your existing property into conformity with the Brand Standards as specified in your Franchise Agreement. We cannot estimate these costs with more precision as they vary significantly based upon the amount, type and physical condition of the hotel's existing property, fixtures, equipment, furnishings, furniture, signage, and similar items.

Note 8 – Construction costs may vary due to unusual conditions associated with site, preparation, foundations, etc., as well as the size and configuration of the site, the market and the cost of labor and materials.

Note 9 – For new developments, these estimates include FF&E for public spaces and Guest Rooms but does not include kitchen equipment, back-of-the-house equipment, or pools, as those vary significantly by property and build. For conversions, the lower end of these estimates assumes that current FF&E is in good condition and meets Brand Standards, with only Brand-specific FF&E acquired, and the higher end of the estimate assumes substantially all FF&E is replaced.

Note 10 – This estimate includes a vendor site survey (if needed); and fabrication and installation of exterior signage. The estimate includes the cost of painting cabinets and poles but does not include any electrical/wiring; permits; or freight/shipping. Your actual cost will depend on factors such as the sign size, material, height, ease of access, and equipment needed for location, and may exceed the estimates indicated.

Note 11 – These amounts include estimates for the cost of a telephone switch and other telephone and communications equipment, including the cost of high-speed Internet access equipment that meet our Brand Standards.

Note 12 – These amounts include the computer hardware and software necessary to operate your Hotel, including the initial license of a PMS. The exact cost of your computer system will depend on the other technology options you select, subject to our minimum standards.

Note 13 – This amount is charged by our third-party CRS provider for setting up an interface with your PMS. We will collect this PMS Interface and Tokenization Set Up Fee from you and remit to our third-party CRS provider.

Note 14 – These amounts include operating supplies & equipment (“OS&E”) for Guest Rooms and common area marketing materials. The amount may differ based on the mix of room types at your Hotel. Estimates do not include food and beverage equipment (e.g., coffee equipment), housekeeping equipment, or other OS&E, or freight charges, taxes, tariffs, installation or similar fees.

Note 15 – These amounts include additional estimated expenses for the approximate three-month period prior to your Opening Date, including startup expenses, such as utilities and security deposits, labor costs, pre-opening marketing costs, and costs of professional advisors. Your market, your pace of ramping up the property’s occupancy and average daily rate, the seasonality of your opening, the quality of your property management team, and other factors will impact the funding you require for this category of expense.

Note 16 – You must, at your own expense, keep in force insurance policies for your Hotel. We may change types and amounts of coverage. This estimate is based on our current requirements which are described in detail in Item 8 of this disclosure document. You will likely have to prepay all or a portion of the first year’s premiums for insurance. The premiums may vary widely depending on a number of factors, such as the type of building construction, location of your Hotel, revenue of your Hotel, and your loss history. The low end of the estimate for a conversion hotel assumes you have the specified minimum insurance.

Note 17 – You must maintain wireless highspeed internet access meeting our minimum specifications (including as relates to bandwidth, multiple device usage, area coverage and security) and which includes our branded landing page, delivered using the software we designate.

Note 18 – We may require you to hire a professional photographer to take photographs of your Hotel prior to the opening of your Hotel.

Note 19 – The additional funds represent certain expenses that you will incur in the operation of the business. You may need these funds to operate your Hotel during its three-month initial phase following activation in our CRS. The estimated amount covers items such as payroll costs, rent, utilities, on-going advertising, facility expenses, security, and maintenance - but does not include any salary or allowance for an owner’s draw, any amounts you must pay us, or any additional inventory you may need after your initial inventory is consumed. The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as: the size and location of your Hotel; the extent to which you follow our suggested methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your Hotel; competition; and other factors. We do not finance any portion of your initial investment other than the possible financing of a portion of the Initial Fee.

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

### **Authorized Specifications and Suppliers**

In order to maintain quality and uniformity among ABVI Hotels, each ABVI Hotel must meet the Brand Standards. These standards require that your Hotel and most of the items you



use or sell at your Hotel meet our specifications. You must strictly comply with all Brand Standards. In renovating (or constructing) and operating your Hotel, you must use only those products, supplies, equipment, furnishings, and services that we have approved according to our Brand Standards for appearance, function, and performance, including: the furniture, fixtures, and equipment (“FF&E”); operating supplies and equipment (“OS&E”); décor; layout and floorplan; signage; advertising materials; uniforms; photography; operating supplies; guest room amenities; consumable inventories; food and beverage services; wireless high-speed internet access; in-room entertainment; computer systems, including CRS, PMS, and revenue management systems; insurance; telephone; security items; and such other products and services for which we periodically issue Brand Standards (collectively, the “Supplies”). The Brand Standards may include minimum requirements for delivery, performance, design, and quality of the Supplies. We will provide you this information in our Brand Manual, which we may revise from time to time, or otherwise in writing.

To facilitate consistency and quality among ABVI Hotels and our ability to leverage volume purchasing power, we reserve the right to approve or designate all vendors and suppliers of Supplies and services you use in developing, operating and promoting your Hotel. We may designate a sole supplier or approved suppliers (which may be us or our affiliates) (the “Approved Suppliers”) from which you will be required to purchase certain Supplies, and you will purchase those Supplies only from the Approved Suppliers when required. We will provide the list of Approved Suppliers to you. We may provide your contact information to our Approved Suppliers and you may be contacted by our Approved Suppliers. We provide access to a third-party online procurement platform customized for the Network Brands, and we may require you to make certain purchases through that platform. Although we have the right to require the platform or Approved Suppliers to charge you a 2% to 3% procurement fee, which would be remitted to us, we currently do not require them to charge such fee. We currently do not maintain any other purchasing or distribution cooperatives.

We may require you to enter into, and comply with all of the provisions of, agreements with certain designated suppliers or vendors (each, a “Third-Party Agreement”). The terms of each Third-Party Agreement may not be amended by you in any manner and may be subject to change by the third parties without notice.

None of our officers or affiliates own a material interest in any Approved Supplier. However, from time to time, our officers may own non-material interests, for investment purposes only, in publicly-held companies that are suppliers to ABVI Hotels.

Neither we nor any of our affiliates currently is an Approved Supplier, although we may designate ourselves or an affiliate as an Approved Supplier (including as an exclusive supplier). You periodically may pay us for purchases from designated third parties.

If you want to purchase goods or services from an unapproved supplier, then you may submit a written request for us to approve the supplier. You must submit to us all information, specifications and samples that we request. Any goods or services from suppliers must be in accordance with Brand Standards. We will review all of the pertinent information. While we have no obligation to respond within a certain time frame, our review typically takes 30 days to complete. We have the right to require as a condition of our approval that our representatives are permitted to inspect the supplier’s facilities, and that the supplier attend our brand conference and enter into our then-applicable supplier agreement. We currently do not charge a fee for the supplier approval process, but we may do so. We may change our approval process or supplier criteria at any time. If we approve a supplier as to any goods, services, suppliers or materials, we

must grant our approval in writing. We may condition our approval of a supplier on certain requirements, such as delivery frequency, standards of service (including prompt attention to complaints), concentration of purchases, insurance protection, the supplier's willingness to enter into indemnity and confidentiality agreements, payment of reasonable license fees (if Proprietary Marks are used), and other criteria. Other than this description of our criteria, we do not disclose any further details of our criteria for approving suppliers to franchisees.

We may approve suppliers on a temporary basis and/or revoke approval of Approved Suppliers based on our criteria for approving suppliers, and if that happens, we will provide reasonable written notice of such disapproval to you. We do not provide any material benefit to a franchisee based on a franchisee's use of designated or pre-approved suppliers, except that your purchase or lease of goods or services as required is an essential element of your compliance with the Franchise Agreement and the Brand Standards, and your failure to do so is a breach of the Franchise Agreement and may result in your loss of material benefits, up to and including the termination of the Franchise Agreement.

We may negotiate purchase arrangements with Approved Suppliers, which we currently anticipate will be volume-based pricing. We may receive volume-based allowances from certain Approved Suppliers with whom we have negotiated contracts, generally as a percentage of net or gross sales made by franchisees or by Network Hotels we own or manage. The allowances we receive generally range from 1% to 4% of net or gross sales on such items as FF&E, operating/maintenance equipment and supplies, merchant processing, services, and food and beverage products from purchases made by franchisees or by Network Hotels we own or manage.

## **Computer System**

Other than certain required credit card interface hardware, we do not currently have any specific hardware requirements. However, before commencing operation of your Hotel, you must ensure the PMS that we designate is installed at your Hotel in compliance with the specifications described in the Brand Manual or otherwise in writing, that it is fully operational, and that your staff is properly trained in its use. We periodically may revise the specifications and we may require you to use our designated suppliers.

Please see the further discussion related to your PMS and other technology requirements in "Computer Systems" under Item 11, below.

## **Insurance**

You must procure and maintain, at your expense, such types of insurance coverage in the types and amounts we periodically require, in addition to any other insurance that may be required by applicable law, your landlord, your mortgagee, or otherwise. At a minimum, such policies shall include the following (primary and excess/umbrella policies may be used in any combination as long as the total minimum limit requirements are met):

- Commercial general liability ("CGL") insurance for any claims or losses arising or resulting from the operations/premises of the hotel with limits of not less than \$1,000,000 per occurrence and a general aggregate limit not less than \$3,000,000; limits shall apply on a per location aggregate basis if the hotel is insured under a blanket policy;

- Property/all risk and contents insurance (or builder's risk insurance during any period of construction) on all building(s) and contents against loss or damage by fire, lightning and all other risks associated and covered by the "all risks" policy form, all in an amount not less than 90% of the replacement cost;
- Boiler & machinery insurance against loss or damage from explosion of boilers or pressure vessels to the extent applicable;
- Business interruption insurance covering at least 12 months loss of profits and necessary continuing expenses for interruptions caused by a covered occurrence;
- Workers' compensation insurance in statutory amounts for all your employees and employer's liability insurance in amounts not less than \$1,000,000 per accident/disease;
- Liquor liability (applicable only when or if you distribute, sell, serve, or furnish alcoholic beverages) with limits of not less than \$1,000,000 per occurrence; limits shall apply on a per location aggregate basis if the hotel is insured under a blanket policy;
- Automobile liability insurance including owned, non-owned and hired vehicles for combined single limits of bodily injury and property damage of not less than \$1,000,000 per occurrence and a general aggregate limit not less than \$3,000,000; and
- Garage-keeper's liability to the extent that the hotel operations include parking operations, with a limit adequate to cover the full actual value of all automobiles that are in your care, custody, and control at any one time.

Additionally, we strongly recommend that you carry employment practices liability insurance, cyber liability insurance, and crime insurance that covers employee dishonesty.

Each of the insurance policies must: (i) be written by an insurance company with an A.M. Best rating of "A" or better; (ii) to the extent legally permissible, name us, our affiliates, and our and their respective officers, directors and employees as additional named insureds and loss payees for all liability coverage policies; (iii) provide that the coverages will be primary and that any insurance carried by us will be excess and non-contributory; and (iv) provide that all coverages afforded to us (and our affiliates) will be coextensive with the coverage provided to you or any named insured on such policy, and any language in such policy that purports to limit the coverage available to us (and our affiliates) will be deemed deleted as to us (and our affiliates). We periodically may change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, including excess liability insurance. All insurance may be effected under policies of blanket insurance which cover your other properties and affiliates so long as such blanket insurance satisfies our requirements, as they periodically are modified. Within 10 days of the date you sign the Franchise Agreement, you must provide us certificates of insurance showing compliance with the insurance requirements; the certificate of insurance must include a statement that the policies will not be canceled without at least 30 days' prior written notice to us. Upon our request, you must supply us with copies of all insurance policies and proof of payment. You also must deliver renewal certificates to us not less than 10 days prior to each insurance policy's renewal date.

## General

In the year ended December 31, 2021, RLHC received \$101,587 from vendors based on purchases by all Network Hotels (including our franchisees, licensees, and owned and managed Network Hotels). Neither we nor any other affiliates received revenue from vendors based on franchisee purchases in fiscal year ended December 31, 2021. However, we and our affiliates may do so in the future.

During fiscal year ended December 31, 2021, RLHC and SRLHF derived \$11,048,160 and \$965,050, respectively, from purchases of goods and services by franchisees and licensees of all Network Brands, which in the aggregate represents approximately 24.2% of RLHC's total revenue of \$49,661,000.

We estimate that 15% to 20% of the products, services, supplies, furniture, fixtures, equipment and inventory used to establish a new ABVI Hotel, 3% to 5% used to convert an existing hotel into an ABVI Hotel, and 2% to 5% used to operate an ABVI Hotel are subject to our specifications.

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

### **ITEM 9. FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

<b>FRANCHISEE'S OBLIGATIONS</b>		
<b>Obligation</b>	<b>Section In Franchise Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Not applicable	Not applicable
b. Pre-opening purchases/leases	Section 8.(e)	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 8.(a) and 8.(b)	Items 7, 8 and 11
d. Initial and ongoing training	Sections 6.(b), 6.(d) and 6.(e)	Items 1, 6 and 11
e. Opening	Sections 8.(b) and 8.(g)	Item 11
f. Fees	Sections 4, 5.(b), 5.(c), 5.(d), 5.(f), 8.(d), 8.(e), 8.(g), 8.(i), 8.(j), 8.(k), 10.(b)(iv)(E), 11.(a), 11.(d) and 12.(b), Schedule 8.(i) and Exhibit A	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	Sections 6.(c), 8, 9, 14.(b) and 14.(e)	Items 8 and 11
h. Trademarks and proprietary information	Section 9	Items 13 and 14
i. Restrictions on products/services offered	Section 6.(h)	Item 16

<b>FRANCHISEE'S OBLIGATIONS</b>		
<b>Obligation</b>	<b>Section In Franchise Agreement</b>	<b>Disclosure Document Item</b>
j. Warranty and customer service requirements	Sections 8.(d) and 8.(j)	Item 6
k. Territorial development and sales quotas	Not applicable	Not applicable
l. Ongoing product/service purchases	Sections 8.(d), 8.(e), and 8.(i)	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 3.(b), 8.(a) and 8.(d) and Schedule 9, Section (a)(ii)	Items 6, 11 and 17
n. Insurance	Section 8.(i) and Schedule 8.(i)	Item 8
o. Advertising	Sections 6.(f), 7 and 8.(l)	Items 6, 7 and 11
p. Indemnification	Section 14.(a)	Item 6
q. Owner's participation/management/staffing	Sections 8.(f) and 14.(p)	Item 15
r. Records and reports	Section 8.(e)	Item 6
s. Inspections and audits	Sections 6.(i) and 8.(g)	Items 6 and 11
t. Transfer	Section 10.(b)	Items 6 and 17
u. Renewal	Section 2.(b)	Items 6 and 17
v. Post-termination obligations	Section 12 and Schedule 12	Item 17
w. Non-competition covenants	Not applicable	Not applicable
x. Dispute resolution	Sections 14.(g), 14.(h), 14.(i), 14.(j) and 14.(k)	Item 17
y. Guarantee	Section 14.(o)	Items 1 and 15

## **ITEM 10. FINANCING**

We generally require payment of the Initial Fee in a lump sum when you sign the Franchise Agreement. However, we may allow you to pay up to 75% of the Initial Fee in installments (typically 3 – 12 monthly payments), all of which must be paid before the start of construction or renovation work on your Hotel. If we permit you to pay the Initial Fee in installments, you will sign a promissory note in the form attached as Exhibit E-1 (the "Initial Fee Note"), when you sign the Franchise Agreement. We may, in our discretion, agree to forgive a portion of the principal amount of the Initial Fee Note if you are not in default under the Initial Fee Note; the amount that may be forgiven will be identified in the Initial Fee Note before you sign it. You may prepay the unpaid amount of the Initial Fee at any time, without penalty. If you default under the Franchise Agreement, the outstanding balance of the Initial Fee Note will become immediately due and payable, along with any court costs and attorneys' fees for collection. No interest will accrue on the outstanding Initial Fee, except in the event of default, then the unpaid amount of the Initial Fee will accrue interest at the lower of 1.5% per month or the highest rate allowed by law, beginning on the 15<sup>th</sup> day after the date of default. See Item 5 for more details regarding the Initial Fee.

We may, in our sole discretion, offer incentives for hotels that are new to the Brand. An “Incentive” is a financial contribution that we make to assist with the development or conversion of your Hotel, and will be in an amount that we determine. If an Incentive is granted to you, the amount of the Incentive shall typically comprise, at our discretion, between \$500 and \$1,500 per Guest Room of your Hotel. To receive an Incentive, you and your principals must sign a development incentive promissory note in the form attached as Exhibit E-2 (the “Incentive Note,” together with the Initial Fee Note referred to as the “Notes”), when you sign the Franchise Agreement. An Incentive does not have to be repaid unless the Franchise Agreement is terminated before its expiration date or a transfer occurs as described below. The Incentive will be disbursed to you within 30 days after the Hotel opens under the Brand with our approval, as long as you have completed any PIP and there have been no material adverse changes to the Hotel since approval (for example, a decrease in the number of Guest Rooms or a significant delay in opening under the Brand). For each year that your Hotel is open, the repayable amount is reduced by an equal annual percentage based on the term of the Franchise Agreement. For example, if the Franchise Agreement has a three-year term, the repayable amount is reduced by 1/3rd of the original amount annually. If your franchise terminates before the expiration of the Franchise Agreement, you must pay us the then-current repayable amount of the Incentive. If you transfer your Hotel you also must pay us the then-current repayable amount of the Incentive. 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, and we may collect court costs and attorneys’ fees incurred to collect the repayable amount of the Incentive. We may negotiate these Incentives when business circumstances warrant.

We do not require security interest under either Note. Each person that has a 20% or greater legal or beneficial ownership interest in the franchisee entity must sign the Guaranty attached as Exhibit C to this disclosure document, personally guaranteeing your obligations under the Note(s).

Any default under the terms of either the Franchise Agreement or the Notes shall be deemed a default of both the Franchise Agreement and the Notes and we may pursue all remedies as available under the Franchise Agreement and Notes, and at law.

Both Notes provide for a waiver of presentment, demand for payment, protest, notices of protest, dishonor, nonpayment of the Note and all notices of every kind are waived by you. We may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties without notice to any guarantor or co-maker.

It is not our practice or intent to sell, assign or discount to a third party all or part of the Notes, nor do we receive any consideration for placing the Notes with a lender.

Except for the Initial Fee financing and the development incentive program described above, neither we nor our affiliates offer, directly or indirectly, financing arrangements to franchisees nor do we guarantee any note, lease, or other obligations. These programs may be modified, limited, extended or terminated at any time without advance notice.

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

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

### **Pre-Opening Assistance**

Before you open your Hotel under the Brand, we will provide you the following assistance (at our discretion):

- Gather all information from you necessary to build your Hotel into the CRS (Franchise Agreement, Section 6.(a));
- An initial introduction to the Brand, which will take place by phone, webinar, or at a location we designate, which may include your Hotel (Franchise Agreement, Section 6.(b));
- Provide you with credentials to log into the Access Point Owner's Portal (Franchise Agreement, Section 6.(d));
- Provide you a copy of the Brand Manual (currently 53 pages), which may be provided in an electronic medium, including by download from our website. The Brand Manual is confidential and remains our property, and you must return it to us upon the expiration or earlier termination of the Franchise Agreement for any reason (Franchise Agreement, Section 6.(c)). The table of contents of the Brand Manual is provided here as Exhibit D;
- If your Hotel will be newly constructed, review your intended design and construction plans (Franchise Agreement, Section 8.(a)(i)); and
- Provide you with a list of equipment, supplies, advertising materials, inventory and other products and services we require you to use to operate your Hotel and a list of approved or recommended suppliers of these items (Franchise Agreement, Section 6.(h)).

In addition to the assistance described above, we may provide such additional assistance as we deem necessary or appropriate.

### **Post-Opening Assistance**

During the operation of your Hotel, we will:

- Provide you with access to the exclusive brand-designated CRS (Franchise Agreement, Section 6.(a));
- Provide you with Revenue Management Insights (Franchise Agreement, Section 4.(i));
- Provide you with Operations Insights (Franchise Agreement, Section 4.(j));
- To the extent we consider appropriate or reasonably necessary, assist you in promoting your Hotel, including providing sales support, and refresher, advanced or additional training programs and seminars at locations designated by us, which may be at your Hotel, at any of our offices, at the Brand Conference, remotely (by telephone, webinar or otherwise), or at another location or any combination of these locations. We may

designate attendance at these programs and seminars as optional or required (Franchise Agreement, Section 6.(d));

- Convene a brand conference (no less frequently than every 18 months) at which Franchisees and Brand Members may gather to network and participate in educational seminars (the “Brand Conference”) (Franchise Agreement, Section 6.(e));
- Maintain, operate and administer a Marketing Program (Franchise Agreement, Section 6.(f));
- We may include your Hotel, or cause your Hotel to be included in national or regional group advertising of ABVI Hotels, and in international, national and regional market programs offered by us, all subject to and in accordance with the general practice for ABVI Hotels (Franchise Agreement, Section 6.(f));
- Provide you with access to our IT Help Desk for support with email accounts we provide and our Access Point Owner’s Portal (Franchise Agreement, Section 6.(d));
- Provide you access to the CRO (Call Center) and include you in our consumer booking website (currently, [www.redlion.com](http://www.redlion.com)) (Franchise Agreement, Section 6.(k));
- Provide you with the Third-Party Distribution Program, as long as that program remains in effect (Franchise Agreement, Section 6.(g));
- Provide you with a loyalty program (currently, Hello Rewards) (Franchise Agreement, Section 6.(j)); and
- Establish and host three email addresses for your Hotel (Franchise Agreement, Section 7).

### **Site Selection and Lease**

We do not lease the premises to you, nor provide assistance with site selection or negotiations of your purchase or lease of the property.

### **Marketing and Advertising**

We and our affiliates or other designees may use some or all of your Monthly Program Fees (see Item 6) to pay for various expenses and programs that, in our view, benefit, in the short-term or the long-term, the Brand, ABVI Hotels or any or all of the Network Hotels. These programs and expenditures may include but are not limited to: preparing and producing video, audio, and written materials and digital media; developing, implementing, and maintaining a Brand-specific website and related strategies; administering national, regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; administering online advertising and marketing campaigns (including search engines, social media, email, and display ad campaigns); developing and maintaining application software designed to run on computers and similar devices, including tablets, smartphones and other mobile devices, as well as any evolution or “next generations” of any such devices, implementing and supporting the loyalty program or other marketing programs designed to encourage the patronage of ABVI Hotels and/or Network Hotels; supporting public relations, market research, and other advertising, promotion, and marketing activities; and such other uses as we deem appropriate for the promotion of ABVI Hotels and/or Network Hotels and further developing the reputation and image of ABVI Hotels and/or Network Hotels.



Monthly Program Fees are intended to benefit the Network Brands and the Network Hotels generally; we or our affiliates may use them for Franchise System, any of the Network Hotels, or any other group of Network Hotels that we determine; and you cannot expect or require, for example, that any part of the Monthly Program Fees be used to promote or benefit only your Hotel or your Hotel's market. We and our affiliates have no obligation in administering any activities paid for with Monthly Program Fees to make expenditures for you which are equivalent or proportionate to your payments, or to ensure that the Hotel benefits directly or proportionately from such expenditures and development and support of the programs related to driving and increasing revenue for hotels that operate under any of the Network Marks. We and our affiliates may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities, as we or they consider appropriate in our or their sole judgment, but we and they are not obligated to do so. We or our affiliates will not use Monthly Program Fees to defray any of our or their general operating expenses, except for such salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Monthly Program Fees and development and support of programs related to driving and increasing ABVI Hotel revenue. We or our affiliates may use a national or regional advertising agency in addition to our or their in-house marketing department.

The Monthly Program Fees may be periodically increased upon the affirmative vote of at least 60% of the Voting Members; however, we may increase any of our fees by the most recently published CPI, without the approval of the Voting Members. Monthly Program Fees will be paid by Franchisees and company-owned ABVI Hotels (if any) on the same basis. As a general rule, all Franchisees are required to contribute at the same rate; however, we may periodically allow for special arrangements to be made (such as, during a temporary financial hardship). Franchisees of other Network Brands may contribute at different rates.

The aggregate Monthly Program Fees paid to us by Network Hotels do not constitute an escrow account, a trust fund or "advertising fund" and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other Network Hotels. We may, but are not obligated to, expend funds in excess of the amounts received from Network Hotels. We have no obligation, however, to create a separate bank or deposit account for the Monthly Program Fees or keep segregated any funds received in connection with the Monthly Program Fees, and the monies collected will not be regarded as being held in trust and do not bear interest. The Monthly Program Fees do not cover your cost of participating in any optional marketing programs and promotions offered by us. The obligation to pay the Monthly Program Fee is in addition to, and does not in any respect substitute for your obligation to operate your Hotel in accordance with the Brand Standards. We or our affiliates will prepare for each calendar year a statement describing the total amount of monies collected and describing in general terms the costs incurred by us in administering the Monthly Program Fees within 90 days after the end of the calendar year and will furnish a copy of the statement to you upon written request to us. The statements are not audited.

We or our affiliates may, in any calendar year, spend more or less than the aggregate contributions of Monthly Program Fees from all Network Hotels. We or our affiliates may loan money to the Network Hotels or borrow from others to cover deficits and may invest any surplus for future use.

While we or our affiliates have the exclusive right to spend the Monthly Program Fees in our discretion, we may seek the input of the ABVI/CBVI Advisory Board (described below), as well as the input of any advisory boards comprised of franchisees from certain other Network Brands. We may make, or refrain from making, any expenditures for marketing and promotional

activities. We may allocate all or any portion of the marketing contributions from Franchisees and other Network Brands' franchisees to support one brand, a select group of brands, or all of the Network Brands. We do not use Monthly Program Fees principally to solicit new franchise sales.

In the year ended December 31, 2021, the Monthly Program Fees collected from franchisees of all Network Brands were used as follows: 35% was used for media placement; 30% was used for production; 29% was used for administrative expenses; and 6% was used to support our global sales program including travel industry sales and groups). Salary expense for personnel who perform tasks directly related to media and brand promotion are included in production while salary expense for personnel who direct overall activities or indirectly support media and brand promotion are included in administrative expenses.

We or our affiliates may defer, reduce, suspend, reinstate or terminate the administration of the Monthly Program Fees at any time. If we or our affiliates terminate the administration of Monthly Program Fees, an amount equal to the balance, if any, of aggregate unexpended Monthly Program Fees from all Franchisees will be spent or at the end of the calendar year in which such termination occurs will be distributed to Network Hotels in proportion to their respective contributions during the 12 calendar months ending on the last day of the calendar month preceding the calendar month in which such termination occurs.

### Boards

One of the hallmarks of our Brand is that Franchisees have a say in many issues, which we refer to as "A Voice and A Vote<sup>®</sup>," a process that serves to inform us as to Franchisee and Brand Member preferences and issues. Franchisees participate primarily through two main avenues: voting by Franchisees and Brand Members at the Brand Conference and periodically throughout the year; and participation in the ABVI/CBVI Advisory Board. We may change or dissolve the Board, or alter the manner by which it operates or is constituted.

### Local Marketing

You must provide us, for our approval, all materials you intend to use for local marketing (and all other advertising and promotional materials and Online Presence (as defined below)), unless we have already approved them or they consist solely of materials provided by us. We will attempt to review these materials within 10 business days from when we receive them. If you do not receive written approval within those 10 business days, the submitted materials are considered disapproved. All materials on which the Proprietary Marks are used must include the applicable designation of service mark <sup>SM</sup>, trademark <sup>TM</sup>, registered trademark <sup>®</sup>, copyright <sup>©</sup>, or such other designation as we may specify. If, in our judgment, such materials or advertising may injure or harm the Brand, we may notify you to withdraw or discontinue the use of any advertising or promotional materials or Online Presence, even if previously approved. Within five days after delivery of such notice, you must withdraw and discontinue use of the relevant advertising and promotional materials or use of such Online Presence.

We currently do not require you to join a regional or local advertising cooperative, or any other advertising fund. We have the right to form, change, dissolve or merge cooperatives.

### Websites, Social Media and Other Online Presence

You may not register, own, maintain or use any domain name, website, email address, social media account, user name, other online presence or presence on any electronic medium

of any kind (collectively, the “Online Presence”) relating to Network Brands or your Hotel or that includes the Network Marks, except as approved in advance by us. As a general rule, we do not permit franchisees to maintain vanity or other independent Online Presences for ABVI Hotels. You may not list the details or contact information of your Hotel on any vanity or other independent websites or other Online Presence, including any OTAs, without our prior approval. You must establish any Online Presence that we may require, and only establish any other Online Presence that we authorize. All use of Online Presences must be in accordance with the Brand Standards and our other guidelines. Given the changing nature of this technology, we have the right to withhold our approval and to withdraw any prior approval to modify our requirements.

You may not, without a legal license or other legal right, post on any Online Presence 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 without obtaining prior written consent from the content owner. You must incorporate on any Online Presence any other information we require in the manner we consider necessary to protect the Network Marks.

Your use of all Online Presence shall be subject to our Brand Standards as we may implement during the term of your Franchise Agreement. You must adhere to our Online Presence guidelines and procedures, which include but are not limited to: appropriate content, relevance, behavior related to communications, frequency and responsiveness to communications, etiquette, naming conventions and use of the Network Marks and posting messages or commentary on third-party websites. We must approve your social media pages and they shall be linked to the social media pages we designate for any of the Network Brands. We have the right to require you to remove your social media page(s) if you fail to comply with our guidelines and procedures.

We will own the rights to each Online Presence. At our request, you must grant us access to each Online Presence and to take whatever action we request to prove that we own each Online Presence or help us obtain exclusive administrative rights in such Online Presence.

Upon the expiration or termination of the Franchise Agreement, you must irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations and other Online Presence which contain any references to the Network Marks or any of the Network Brands, and must notify the applicable domain name registrar(s) or other third-party of the termination of your right to use any domain name or Online Presence associated with the Network Marks or any of the Network Brands, and will authorize and instruct the cancellation or transfer of the Online Presence to us (or our designee), as directed by us. You also must delete all references to the Network Marks and any of the Network Brands from any other Online Presence you own, maintain or operate beyond the expiration or termination of the Franchise Agreement.

You must ensure, on an ongoing basis, that the description of your Hotel and its amenities and features, including those you believe make the Hotel and its premises accessible to persons with disabilities, is current and accurate in the CRS, on any Online Presence, and in any third-party distribution channels.

## Loyalty Program

We may administer and manage loyalty programs that will provide participating guests of your Hotel with certain rewards or benefits when staying at your Hotel. Such loyalty programs may apply specifically for the Brand or any or all of the Network Brands. Currently, ABVI Hotels participate in our loyalty program referred to as "Hello Rewards," which permits participating guests to accumulate "Hello Bucks" that may be applied as credits towards stays in the future. Members of the Hello Rewards program also may receive promotional discounts on reservations; surprise amenities; and other methods of recognition, all of which are designed to be meaningful to the guest but affordable to the franchisee. This is not a points-based system and there is no additional cost to participate. Currently, you will receive (i) 90% of the amount the guest pays for all room nights on any booking in which Hello Bucks are applied, (ii) plus 90% of the value of the Hello Bucks applied, (iii) less all fees payable to us or our affiliated entities related to such booking. We may either credit the amounts due to you against amounts you owe us or our affiliated entities, or we may issue payment of such amounts to you. We may periodically modify or discontinue the Hello Rewards program or any other loyalty program that we designate. You must participate in and honor the terms of any and all loyalty, discount or other promotional program applicable to ABVI Hotels and pay all applicable fees or charges associated with such programs (including any fees assessed by us, room discounts given to guests, or rewards provided to guests, that are applicable to your Hotel) that we offer to the public on your behalf and any room rate quoted to any guest at the time the guest makes an advance reservation. You must take all action necessary to participate in any loyalty program and you must grant all necessary rights in and to any photographs, video and/or other marketing materials used in connection with any loyalty programs.

## **Computer Systems**

Before commencing operation of your Hotel, you must ensure the PMS that we designate (currently, ASI Front Desk or ASI Cloud by Anand Systems) is installed at your Hotel in compliance with the specifications described in the Brand Manual or otherwise in writing, that it is fully operational, and that your staff is properly trained in its use. We periodically may revise the specifications and we may require you to use our designated suppliers. You may not maintain any PMS other than the PMS we designate in connection with the operation of your Hotel.

You must enable the PMS to provide direct full two-way connectivity with our CRS (currently, SynXis, by Sabre) and loyalty program. We also require that you implement the Shift4 credit card interface. We may require additional interfaces in the future. We periodically may revise the specifications for your PMS, point-of-sale system, and related interfaces, and we may require you to use our authorized or designated suppliers.

You must make periodic upgrades and updates to the PMS that we require, including establishing interfaces to new programs that may become Brand Standards in the future. There are no contractual limitations on the frequency and cost of this requirement. We do not have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system. We require that you pay us a non-refundable onboarding administration fee of \$1,000 (as detailed in Item 5).

The estimated cost of PMS software varies and is often dependent on the number of rooms at your Hotel, but it is expected to range from \$300/month to \$900/month for a 100-room property, plus one-time fees (for implementation, training, interfacing with our CRS or otherwise)

of up to \$5,000. More elaborate features (which we do not require but that you may select for other reasons) could cost significantly more.

Other than the hardware required to operate Shift4 or other systems described above, we currently do not have specific hardware requirements.

You must use the software we designate to provide our exclusive authorized Internet landing page, and to integrate with our loyalty program. The installation cost to you will depend on your Hotel's integrator, network, and gateway, but is expected to range between \$1,000 and \$10,000. A recurring \$50 monthly fee, payable to the third-party provider, will be required, which fee is subject to annual increases. If we change the Brand-designated PMS in the future, you may be required to purchase, lease or license new or modified computer hardware, software and PMS.

We have the right to independently access and retrieve any data and information from your PMS. You must provide us with access and any assistance we require to provide us with this independent access. There are no contractual limits on our right to access this information and data.

### **Time between Signing Your Franchise Agreement and Opening your Hotel**

If you are converting your existing hotel into an Americas Best Value Inn-branded hotel, the typical length of time between your signing of your Franchise Agreement and the opening of your business as an Americas Best Value Inn-branded hotel is expected to be 45 to 90 days from the date the agreement is signed. Factors that may affect this typical time period include your ability to install equipment, fixtures, and signage, and recruit competent staff, and to complete any required pre-opening PIP (including obtaining any requisite building permits, certificates of occupancy, and local licenses, as applicable). If your Hotel is new construction, we require that you commence construction (start pouring the foundation) within 12 months of the date your Franchise Agreement is signed, and we estimate the time from the date on which you sign your Franchise Agreement to the date you open your hotel as an ABVI Hotel to be 12 to 24 months (or 12 months from the time you commence construction). This estimate may vary depending on numerous factors, including location, construction schedules, and financing, as well as those factors identified above in connection with conversions.

### **Training**

#### Initial Training

Franchisees are expected to be qualified to operate an ABVI Hotel or to retain a general manager sufficiently skilled and experienced to do so. We do not provide you with any initial training prior to opening your Hotel, other than a preliminary introduction to the Brand. However, we require you to complete designated training within three months of activation in our CRS, which primarily will consist of training to familiarize you with our Brand's culture and resources and our CRS, and to familiarize yourself with our expectations for the hospitality product and services to be delivered under our Brand. Training is available at no charge through the "Sonesta University" section of our "Access Point Owner's Portal," which includes training modules and courses designed to assist you in understanding Brand programs and best practices in the hospitality industry. Required online training typically takes less than one hour. If you prefer to have our trainers, known as "Sonesta University Ambassadors," provide more in-depth training at your location, you will pay us \$1,500 (plus travel costs and expenses) for a day and a half training

to be scheduled at a mutually agreeable time following activation in our CRS. Training fees are subject to increase upon our prior notice to you.

Franchisees are invited to spend time with key operations personnel at one of our offices prior to, or shortly after, opening, for a fee of \$1,000 (other than travel, accommodations and incidentals). If any of the Brand Training is held at your Hotel, you must provide accommodations for our personnel, at your cost.

### Ongoing Training

Franchisees and employees of franchisees may access ongoing training in topics such as sales, operations, front desk, housekeeping, and other operations, which is offered online or through telephone conference and at no cost to you, either through Sonesta University or from other internal or independent subject matter experts.

If you would like additional in-person training (or we require additional in-person training in the future), you must travel to one of our offices for such training. You will pay us a training fee of \$1,000 for up to two days of training for you and your Hotel staff. You also must pay the travel, wages, living expenses and miscellaneous expenses of those who attend.

Our training is conducted under the supervision of Dominic Longo, Vice President, Training & Franchise Operations. Mr. Longo has 18 years of experience in hotel operations and management, has 12 years of experience with us and our affiliates, and oversees a team of internal and independent subject matter experts who develop and deliver our training.

Sonesta University is not a university, college, or other educational institution; the term is used to refer to our proprietary training and educational opportunities and does not signify any third-party accreditation.

## **ITEM 12. TERRITORY**

### **Grant for a Specific Area**

Your franchise is granted for the specific location that you will have selected, and we have approved, prior to signing your Franchise Agreement. We do not permit you to change your location.

### **Your Rights within Your Territory**

You will not receive an exclusive territory. You may face competition from other Franchisees, from outlets that we own, or from channels of distribution or competitive brands we control. We may grant franchises under the Brand to other persons to operate other licensed units that are in close proximity to your Hotel. However, if the potential new franchisee's hotel is located within a three-mile radius of your Hotel, we will provide you with a courtesy notice and a reasonable opportunity (but no more than five days) to submit a written statement explaining the negative market impact that you believe the potential new franchisee may have on your business. You and we agree to act in good faith to reach a fair and amicable resolution of any of these matters within five days (or such other timeframe as deemed necessary by us to protect the Brand) of when you submit your written statement explaining the anticipated negative market impact. The ultimate decision of whether to grant a new franchise under the Brand will be ours.

## **Our Rights**

In addition to our right to use and grant others the right to use the Proprietary Marks anywhere (regardless how closely located to your Hotel), all rights not expressly granted to you in your Franchise Agreement concerning the Proprietary Marks or other matters are reserved by us, including the right to:

- establish, develop, and license or franchise other systems (including other hotel brands), without offering or providing you any rights in, to, or under such other systems;
- sell, under any terms that we deem appropriate, products and services similar or identical to those authorized for your Hotel, using the Proprietary Marks; and
- engage in all other activities not expressly prohibited by the Franchise Agreement.

Your Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

There are no restrictions on our right to solicit or accept reservations from guests residing anywhere on behalf of you or the affiliates listed above. We need not pay you any compensation for reservations we solicit to or accept from customers located near your Hotel through any distribution channels. We will not restrict you or any other Franchisee from soliciting or accepting guest reservations from anywhere, as long as you comply with applicable law and book any reservations in compliance with the Brand Standards.

## **Other Franchise Offerings and Operations of Similar Businesses**

We also offer franchise businesses that sell products and services similar to your Hotel under the Sonesta H&R Marks, Sonesta ES Marks, Sonesta Simply Marks, Sonesta Select Marks, Red Lion Marks, RL Marks, GuestHouse trademarks and service marks, Signature Inn Marks and Knights Inn Marks under separate franchise disclosure documents. We also provide brand management and related services to franchisees of the Signature brand, America's Best Inns & Suites brand, GuestHouse brand, Jameson Inn brand, Country Hearth brand, Lexington/Lexington Inn & Suites brand, and the 3 Palms Hotels & Resorts brand. Hotels operating under such other service marks may be located within close proximity to your Hotel, and they may solicit or accept reservations from guests near your Hotel. Our affiliates also provide connectivity and distribution services to independent hotels that may be located within close proximity to your Hotel, and may solicit or accept reservations from guests visiting near your Hotel. We do not maintain physically separate offices or training facilities for each Network Brand.

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



If any disputes arise between us and any franchisees as a result of any perceived disparate treatment among brands, we will consider and analyze the issue. If we determine that there has been disparate treatment to a particular franchisee or among brands, then we will take the action we deem appropriate to remove any disparate treatment to the franchisee or among franchisees of the different franchise systems.

If there are disputes between franchisees of the different franchise systems, even if the dispute does not directly involve us our franchisee support services will work with the franchisees to resolve the disputes, including working with the franchisees to develop co-marketing opportunities when appropriate, to help resolve the dispute.

### ITEM 13. TRADEMARKS

#### Principal Trademarks

Under your Franchise Agreement, we grant you the non-exclusive right to operate your Hotel under the service marks displayed below. You may not use the Americas Best Value Inn<sup>®</sup>, ABVI<sup>®</sup>, or “America’s Best” or similar names in your corporate name, however, nor in any internet domain or social media site. These are the principal service marks used to identify your Hotel. We own the Proprietary Marks and all rights in and goodwill from the use of the Proprietary Marks accrue to us and our affiliates. The following tables summarize the pertinent information concerning our principal trademarks for which you are granted a license under your Franchise Agreement.

<b>SERVICE MARKS REGISTERED ON THE U.S. PATENT AND TRADEMARK OFFICE’S PRINCIPAL REGISTER</b>		
<b>SERVICE MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
AMERICAS BEST VALUE INN	4,330,925	5/7/2013
ABVI	4,525,504	5/6/2014
	5,597,083	10/30/2018
	5,908,715	11/12/2019
HELLO REWARDS	4,918,924	3/15/2016

For each registration noted above, all required affidavits and renewals have been filed.

“Proprietary Marks” means each of the trademarks and service marks listed in the table above, and all other trademarks, service marks, trade names, logos, and commercial symbols that we authorize for Americas Best Value Inn-branded hotels.

#### Currently Effective Trademark Determinations

There are no currently-effective material determinations of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; pending infringement, opposition or cancellation proceedings; or pending material litigation involving the principal marks.



## **Agreements Significantly Limiting Your Rights to Use the Proprietary Marks**

There are no agreements that significantly limit our right to use or license the use of our principal marks.

## **Protection of Your Right to Use the Trademarks**

We are not required to protect your right to use the Proprietary Marks, or to protect you against claims of infringement or unfair competition arising out of your use of the Proprietary Marks. If you become aware of any claim of infringement, unfair competition, or other challenge to your right to use the Proprietary Marks, you must notify us in writing within seven business days. We will determine whether to take any action in connection with any infringement, challenge or claim, and have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim.

We are not required to indemnify you for any expenses or damages if you are a party to an administrative or judicial proceeding involving the Proprietary Marks, or if the proceeding is resolved unfavorably to you.

If we believe that it is appropriate to modify or discontinue using any Proprietary Mark or use one or more additional or substitute names or marks, you must, at your cost, modify or discontinue the use of that Proprietary Mark within 30 days of our request (or a longer period that we may allow).

## **Knowledge of Superior Rights or Infringing Uses**

We have no actual knowledge of superior prior rights or infringing uses that could materially affect your use of the principal marks in any state.

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

Neither we nor any of our affiliates own any patents or pending patent applications that are material to the franchise.

The Brand Manual and our websites may be subject to state and federal copyright protection, although we have not filed federal copyright applications for these materials.

There are no determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials which are relevant to their use by our franchisees.

No agreements limit our right to use or license the use of our copyrighted materials. We are not obligated under any agreement to protect or defend our copyrights, although we intend to do so. We do not know of any infringing uses of or superior rights in our copyrighted materials.

You must maintain the confidentiality of the Brand Manual, as well as all knowledge, know-how, technologies, techniques and other proprietary information that we reveal to you as being confidential and treat this information as trade secrets. You must strictly limit access to the Confidential Information to your employees who have a “need to know” in order to perform their jobs. All persons to whom you grant access to the Brand Manual or any other Confidential

Information must be required to comply with the confidentiality provisions of your Franchise Agreement.

“Proprietary Property” means the Proprietary Marks, Confidential Information, Brand Standards, and copyrighted (or copyrightable) or trade secret information of our affiliates or of us that you may use under the Franchise Agreement. “Confidential Information” means the Brand Standards, our Brand Manual, and any knowledge, know-how, technologies, processes, techniques, and any other information that we designate as confidential, proprietary, or trade secrets or that is not readily available in the public domain.

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

The owners of the franchise are not required to participate in the actual operation of the ABVI Hotel. If you are an individual, we do not make a recommendation that you personally participate. If you do not personally manage your Hotel, you must employ an on-premises general manager that is sufficiently skilled and experienced to operate your Hotel. The general manager is not required to have an ownership interest in you if you are an entity. We may require the general manager to execute an individual undertaking, in a form approved by us, agreeing to protect the Confidential Information from unauthorized use, access or disclosure, and to use the Confidential Information only in the operation of your Hotel.

If you are a corporation, partnership, limited liability company, or other legal entity, any person with a 20% or greater legal or beneficial ownership interest (which may be persons who hold title in the ownership interests, or persons who do not hold title in the ownership interests but enjoy equitable rights) in you must sign the Guaranty of Franchise Agreement attached as Exhibit C to this disclosure document guaranteeing the performance of all of your obligations under the Franchise Agreement.

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

We do not restrict the customers to whom you sell goods and services. You must operate your Hotel in conformity with the Brand Standards, including complying with the terms of all mandatory marketing, reservation, advertising, promotional, training and other operations programs we may periodically implement. You must use your Hotel’s premises solely for the operation of an Americas Best Value Inn-branded hotel. You may not provide any guest service or offer any product except as prescribed in the Brand Manual or otherwise in writing, and you must offer all Brand-wide products, services and programs we establish or that we determine to be in the best interests of the Brand, including any loyalty or similar program. Currently, you are required to participate in the Hello Rewards loyalty program. We have the right to change the types of products and services that we approve or authorize, so long as the products and services are compatible with the franchise system.

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

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
a. Length of the franchise term	Section 2.(a)	Initial term is three years.
b. Renewal or extension of the term	Section 2.(b)	If you satisfy the conditions in the Franchise Agreement, the term of your Franchise Agreement will automatically extend for three years, which may be extended twice more at three year intervals.
c. Requirements for franchisee to renew or extend	Section 2.(b)	Requirements to extend the term of your Franchise Agreement include: neither you nor we have provided the other with written notice, at least 90 days prior to the scheduled expiration date, of an intention not to extend the term; must not be in default of the Franchise Agreement or any other agreement between you and us or our affiliates or any Third-Party Agreement; you execute a general release; perform any required maintenance, refurbishment, renovation or upgrade of your Hotel; be lawfully entitled to occupy the property for the entire successor Term; and you have not received four or more default notices from us during the Term. Instead of extending the term of your Franchise Agreement, we may require you to sign a new franchise agreement upon the expiration of your Franchise Agreement, which may contain materially different terms and conditions from your original Franchise Agreement. This also applies to all subsequent franchise agreements you sign.
d. Termination by franchisee	Section 11.(d)	You may terminate your Franchise Agreement for any reason or no reason effective as of the last day of the month in which the second anniversary of the Opening Date occurs, and the last day of such month for each calendar year after that (each of these windows, an "Anniversary Window"), subject to state law. You must provide us notice of your intention to terminate at least 90 days, but no more than 180 days, prior to the Anniversary Window. You also must be current in all amounts due to us, our affiliates and any third-parties and not otherwise in default of your Franchise Agreement on both the date you provide notice of your intention to terminate and at all times through the intended termination date. All of your obligations will continue to apply through the Anniversary Window, subject to state law.

**THE FRANCHISE RELATIONSHIP**

<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
e. Termination by Franchisor without cause	Section 11.(d)	We may terminate your Franchise Agreement for any reason or no reason effective as of any Anniversary Window, beginning with the last day of the month in which the second anniversary of the Opening Date occurs, and the last day of such month for each calendar year after that. We will provide notice of our intention to terminate at least 90 days, but no more than 180 days, prior to the Anniversary Window. We may also terminate your Franchise Agreement if your Hotel is condemned, upon notice from you. We may agree to allow you to relocate the Hotel to a nearby location you select within four months of your notice of condemnation. But if a new hotel does not become the Hotel under the Franchise Agreement within one year of the closing of the Hotel, we can terminate the Franchise Agreement immediately upon notice to you, in which case you must pay us a Termination Fee. See Item 6. In addition, if your Hotel closes due to fire or other casualty, you must immediately notify us, repair or rebuild the Hotel according to the Brand Standards, commence reconstruction within six months after closing, and reopen the Hotel for continuous business operations as soon as practicable (but in any case within eighteen months after closing). If you or we choose not to reopen the Hotel, either party can terminate the Franchise Agreement upon notice to the other. You need not pay a termination fee unless you operate or own a controlling interest in another hotel on the site before the normal expiration of your Franchise Agreement, in which case you must pay us a Termination Fee. See Item 6.
f. Termination by Franchisor with cause	Sections 11.(b) and 11.(c)	We can terminate your Franchise Agreement if you default.

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
g. "Cause" defined-curable defaults	Section 11.(b)	<p>Curable defaults include: failure to pay any amount due us when such amount is due or failing to enroll in automated recurring payments via EFT; serious or imminent threat or danger to public health or safety resulting from construction, maintenance, or operation of your Hotel; you or any of your officers, directors, owners or managers engage in conduct that is harmful to, or reflects unfavorably on, you, us, or the Brand or engage in conduct that exhibits reckless disregard for the physical or mental well-being of employees, guests, our representatives or the public; excessive guest complaints; failure to procure the required insurance; three or more defaults within a 12 month period, or two or more defaults within a six month period; three or more guest complaints that have not been resolved to our satisfaction; failure to comply with the Brand Standards; and failure to comply with any other obligation or requirement under the Franchise Agreement.</p> <p>You will have five days, regardless of any longer period of time that any governmental authority may have given you (or less, if a governmental authority provides for a shorter cure period), to cure a serious or imminent threat or danger to public health or safety results from constructing, maintaining or operating your Hotel.</p> <p>For any other defaults, you will receive a written notice of breach or default and will have five days to cure such default, unless a longer cure period was specified in the notice of default, other than for those reasons in Section 11.(c) of your Franchise Agreement.</p>
h. "Cause" defined-non-curable defaults	Section 11.(c)	<p>Non-curable defaults include: you or any of your owners have made or make a material misrepresentation in obtaining the franchise or operating your Hotel; abandoning your Hotel for more than seven consecutive days or 14 days in any calendar year, or losing the right to occupy the property; you have forfeited the right to do business in the jurisdiction where your Hotel is located; you deny us the right to inspect your Hotel or retrieve information from the PMS; unauthorized transfer of your rights or the Franchise Agreement; breach of confidentiality covenant; misuse or unauthorized use of the Proprietary Property; bankruptcy; insolvency; appointment of a receiver; or default by you under any agreement with our affiliates or us, or with third-parties that we require you to enter according to your Franchise Agreement, after a prior notice and cure period.</p>
i. Franchisee's obligations on termination/non-renewal	Section 12 and Schedule 12	<p>Obligations include: paying amounts due to our affiliates, us and third-parties; ceasing operating business as an Americas Best Value Inn-branded hotel; cease using or operating any Online Presence and disable or transfer exclusive control of any Online Presence to us; removing Americas Best Value Inn signage and otherwise de-identifying your Hotel; distinguishing future operations; removing internet references; and ceasing use of and returning or destroying (at our direction) all tangible and intangible Proprietary Property in your possession or control.</p>

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
j. Assignment of contract by Franchisor	Section 10.(a)	No restrictions on our right to assign.
k. "Transfer" by franchisee-defined	Section 10.(b)	The term "transfer" refers to any sale, assignment, conveyance, or other disposition of—whether voluntarily, involuntarily, directly or indirectly, by operation of law (including transfers upon death) or otherwise—any direct or indirect interest in your Franchise Agreement, 33% or more of the ownership or voting interests in you or your owners (if you are, or your owners if such owners are, legal entities), or a material portion of your assets, without our prior written consent.
l. Franchisor's approval of transfer by franchisee	Section 10.(b)	We have the right to approve all transfers. However, we will not unreasonably withhold our consent to a proposed transfer if all of the conditions in Section 10.(b) of your Franchise Agreement are met.
m. Conditions for Franchisor approval of transfer	Section 10.(b)	Conditions include: all your accrued monetary obligations and other obligations to our affiliates and us have been satisfied; you are not in default of the Franchise Agreement or any other agreement between you and us, our affiliates or any Third-Party Agreement; you have executed a general release; at our option, transferee assumes all your obligations pursuant to an assignment and assumption agreement or signs our then standard form of franchise agreement (the terms of which may significantly differ from the terms of your Franchise Agreement); transferee or transferor pays us a transfer fee in the amount of 50% of the then-applicable Initial Fee for new Franchisees; transferee satisfactorily completes our application procedures and meets our criteria for new Franchisees in effect at the time; transferee has or you have performed all required maintenance, refurbishment, renovations and upgrades of your Hotel; the landlord has agreed to the transfer of the lease or sublease of the property; if your owners or you finance any part of the purchase price, your owners or you agree to subordinate transferee's obligations owed to you to the transferee's obligations to us and our affiliates; you and your owners cease all use of the Proprietary Marks, do not identify yourselves as a current or former ABVI Hotel or otherwise suggest an association with us; the timing of the transfer is reasonably acceptable to us; the transferee has provided an insurance certificate for your Hotel that we approve; any past due balance owed by you has been paid; and transferee and you timely satisfy any other conditions we reasonably impose. Upon the transfer of any ownership interests in you (if you're a legal entity), you must pay us an onboarding administration fee; see Item 6.
n. Franchisor's right of first refusal to acquire franchisee's business	None	Not Applicable

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
o. Franchisor's option to purchase franchisee's business	None	Not Applicable
p. Death or disability of franchisee	Section 10.(b)	Any transfers occurring upon your death will be considered a "transfer" of your Franchise Agreement and will be subject to the conditions to transfer in section m.
q. Non-competition covenants during the term of the franchise	None	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	None	Not Applicable
s. Modification of the agreement	Section 9.(c) and 14.(c)	No modifications unless signed by the party against whom enforcement is sought, but we may unilaterally modify our Brand Standards and you will be bound by such modifications.
t. Integration/merger clause	Section 14.(m)	Only the terms of the Franchise Agreement (together with its schedules and exhibits) are binding (subject to state law). Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 14.(g)	Litigation must be brought in the federal court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts), subject to state law. If the federal court lacks jurisdiction, then such litigation must be brought in the state court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts), unless otherwise mutually agreed by the parties. However, we may seek injunctive relief in any jurisdiction that has jurisdiction over you.
w. Choice of law	Section 14.(g)	Massachusetts law generally applies, except for issues under the U.S. Trademark Act (subject to applicable state law).

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

### **ITEM 18. PUBLIC FIGURES**

We currently do not use any public figure to promote our franchise system, but we may do so in the future.

## 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 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 this Item 19 may be given only if: (a) a franchisor provides the actual records of an existing outlet you are considering buying; or (b) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised hotels. 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 ABVI Hotel, however, we may provide you with the actual records of that property. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Bradford Maxwell, Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458, (617) 421-5400, legal@sonesta.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1  
SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2019 TO 2021<sup>1, 2</sup>**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised <sup>3</sup>	2019	157	208	+51
	2020	208	254	+46
	2021	254	263 <sup>3</sup>	+9
Company-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
<b>Total Outlets</b>	<b>2019</b>	<b>157</b>	<b>208</b>	<b>+51</b>
	<b>2020</b>	<b>208</b>	<b>254</b>	<b>+46</b>
	<b>2021</b>	<b>254</b>	<b>263</b>	<b>+9</b>

<sup>1</sup> The numbers are as of December 31 of each year.

<sup>2</sup> As of December 31, 2021, there were 262 lodging facilities in the United States, which became affiliated with the Americas Best Value Inn brand through VHGI’s membership model, which it offered before VFI, its subsidiary, began offering franchises under the Brand. In September 2016, we acquired the membership agreements for, and began acting as licensor and providing services to, those lodging facilities.

<sup>3</sup> 15 of the 22 franchises added in 2021 were Americas Best Value Inn-branded hotels previously operating under VHGI’s membership model that transitioned to a franchise by signing a Franchise Agreement with us.



**TABLE NO. 2**  
**TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE**  
**FRANCHISOR)**  
**FOR THE YEARS 2019 TO 2021<sup>1</sup>**

State	Year	Number of Transfers
Alabama	2019	1
	2020	0
	2021	2
Arkansas	2019	1
	2020	0
	2021	0
California	2019	0
	2020	0
	2021	1
Colorado	2019	0
	2020	0
	2021	1
Florida	2019	0
	2020	0
	2021	1
Georgia	2019	0
	2020	0
	2021	2
Idaho	2019	0
	2020	0
	2021	1
Illinois	2019	1
	2020	0
	2021	1
Iowa	2019	0
	2020	0
	2021	0
Kansas	2019	1
	2020	0
	2021	0
Louisiana	2019	0
	2020	0
	2021	1
Michigan	2019	1
	2020	1
	2021	1
Mississippi	2019	0
	2020	0
	2021	2
Missouri	2019	0
	2020	0
	2021	2
Oregon	2019	0
	2020	1
	2021	1

State	Year	Number of Transfers
South Dakota	2019	0
	2020	0
	2021	1
Tennessee	2019	1
	2020	0
	2021	0
Texas	2019	1
	2020	1
	2021	5
<b>Total Outlets</b>	<b>2019</b>	<b>7</b>
	<b>2020</b>	<b>3</b>
	<b>2021</b>	<b>22</b>

<sup>1</sup> The numbers are as of December 31 of each year.

**TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR YEARS 2019 TO 2021<sup>2</sup>**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
AL	2019	3	1	0	0	0	0	4
	2020	4	1	1	0	0	0	4
	2021	4	1	0	0	0	0	5
AZ	2019	4	1	1	0	0	0	4
	2020	4	0	1	0	0	0	3
	2021	3	0	0	0	0	0	3
AR	2019	7	1	2	0	0	0	6
	2020	6	2	1	0	0	0	7
	2021	7	0	0	0	0	0	7
CA	2019	9	3	1	1	0	0	10
	2020	10	9	1	0	0	0	18
	2021	18	0	1	0	0	0	17
CO	2019	2	1	0	1	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	1 <sup>4</sup>	0	1 <sup>4</sup>	0	0	3
CT	2019	1	2	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
FL	2019	0	1	0	0	0	0	1
	2020	1	6	0	0	0	0	7
	2021	7	1	0	0	0	0	8
GA	2019	12	2	2	0	0	0	12
	2020	12	4	1	0	0	0	15
	2021	15	2	0	0	0	0	17
ID	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
IL	2019	5	2	0	0	0	0	7
	2020	7	2	0	0	0	0	9
	2021	9	0	0	1	0	0	8
IN	2019	3	1	0	0	0	0	4
	2020	4	1	2	1	0	0	2
	2021	2	0	0	0	0	0	2
IA	2019	3	3	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
KS	2019	3	0	0	0	0	0	3
	2020	3	1	1	0	0	0	3
	2021	3	1	1	0	0	0	3
KY	2019	1	1	1	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
LA	2019	6	3	0	2	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
MD	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
ME	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	1	0	0	1
MI	2019	4	2	1	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
MN	2019	3	0	0	0	0	0	3
	2020	3	0	0	1	0	0	2
	2021	2	0	0	0	0	0	2
MS	2019	7	8	0	0	0	0	15
	2020	15	2	0	1	0	0	16
	2021	16	1	0	0	0	0	17
MO	2019	8	5	4	0	0	0	9
	2020	9	1	0	0	0	0	10
	2021	10	0	0	0	0	0	10
MT	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
NE	2019	1	1	0	0	0	0	2
	2020	2	2	0	0	0	0	4
	2021	4	1	1	0	0	0	4
NJ	2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
	2021	0	1	0	0	0	0	1
NM	2019	0	2	0	0	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
NY	2019	1	4	0	0	0	0	5
	2020	5	1	0	0	0	0	6
	2021	6	0	0	0	0	0	6
NV	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
NC	2019	3	2	0	1	0	0	4
	2020	4	3	1	0	0	0	6
	2021	6	3	0	0	0	0	9
ND	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
OH	2019	5	1	2	0	0	0	4
	2020	4	2	0	0	0	0	6
	2021	6	0	0	1	0	0	5
OK	2019	4	6	2	0	0	0	8
	2020	8	4	1	1	0	0	10
	2021	10	0	1	0	0	0	9
OR	2019	4	3	1	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	1	0	0	0	5
PA	2019	1	1	0	0	0	0	2
	2020	2	2	0	0	0	0	4
	2021	4	0	0	0	0	0	4
SC	2019	2	1	1	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
SD	2019	1	0	0	0	0	0	1
	2020	1	1 <sup>(3)</sup>	1 <sup>(3)</sup>	0	0	0	1
	2021	1	0	0	0	0	0	1
TN	2019	4	4	0	0	0	0	8
	2020	8	3	0	0	0	0	11
	2021	11	2	0	0	0	0	13
TX	2019	36	11	3	0	0	0	44
	2020	44	12	1	2	0	0	53
	2021	53	3	1	0	0	0	55
UT	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	1	1
VA	2019	2	1	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
WA	2019	2	1	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	1	0	0	3
WI	2019	3	1	1	1	0	0	2
	2020	2	1	0	1	0	0	2
	2021	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
WY	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Total	2019	156	79	22	6	0	0	207
	2020	207	67	14	7	0	0	253
	2021	253	22 <sup>(2)</sup>	6	5	0	1	263

<sup>1</sup> The numbers are as of December 31 of each year.

<sup>2</sup> 15 of the 22 franchises added in 2021 were Americas Best Value Inn-branded hotels previously operating under VHGI's membership model that transitioned to a franchise by signing a Franchise Agreement with us.

<sup>3</sup> This location opened and closed during 2020.

<sup>4</sup> This location was transferred and moved to a new location in 2021.

**TABLE NO. 4  
STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2019 TO 2021<sup>1</sup>**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Total	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

<sup>1</sup> The numbers are as of December 31 of each year.

**TABLE NO. 5  
PROJECTED OPENINGS AS OF DECEMBER 31, 2021 FOR 2022**

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchisee Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Fiscal Year
AL	0	2	0
AZ	1	0	0
AR	1	0	0
CA	0	2	0
CO	0	2	0
FL	0	1	0
GA	0	2	0
ID	2	0	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchisee Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Fiscal Year
IA	0	1	0
KS	0	1	0
KY	0	1	0
LA	1	1	0
MO	0	1	0
MT	1	0	0
NC	1	2	0
NV	1	1	0
NY	1	0	0
OK	0	1	0
OR	0	0	0
SC	1	0	0
TN	0	1	0
TX	0	1	0
UT	1	0	0
WA	1	0	0
WI	0	1	0
<b>TOTAL</b>	<b>12</b>	<b>21</b>	<b>0</b>

A list of the names, addresses and telephone numbers of all current Franchisees as of December 31, 2021, is attached as Exhibit I to this disclosure document.

A list of the names, city, state and telephone number of franchisees who have had a franchise agreement terminated, cancelled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document is attached as Exhibit J to this disclosure document. If you buy this franchise, your contact information may be disclosed to buyers when you leave the franchise system.

### Confidentiality Clauses

In the last three fiscal years, no franchisees of Americas Best Value Inn-branded hotels have entered into any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system. We have entered into confidential settlement agreements within the last three years prohibiting former franchisees from discussing the settlement negotiations – but not prohibiting from speaking about their experience in general with the franchise system.

### Trademark-Specific Franchisee Organizations

There are no trademark-specific franchisee organizations affiliated with the Brand.

## ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit G to this disclosure document are the audited consolidated financial statements of our parent, RLHC and its subsidiaries, consisting of the consolidated balance sheets of RLHC as of December 31, 2021, December 31, 2020, and December 31, 2019, and the

related consolidated statements of comprehensive loss, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2021.

SRLHF is a wholly-owned subsidiary of RLHC, and RLHC absolutely and unconditionally guarantees to assume the duties and obligations of SRLHF under the Franchise Agreements entered into while SRLHF is an affiliate of RLHC. A copy of the RLHC guaranty is attached as Exhibit H to this disclosure document.

## **ITEM 22.      CONTRACTS**

The following contracts are exhibits to this disclosure document:

Exhibit B	Franchise Agreement
Exhibit C	Guaranty of Franchise Agreement and Promissory Notes
Exhibit E-1	Initial Fee Promissory Note
Exhibit E-2	Incentive Promissory Note
Exhibit F	Representations and Acknowledgment Statement
Exhibit K	Sample General Release
Exhibit L	Consent to Transfer
Exhibit M	State Addenda and Agreement Riders

## **ITEM 23.      RECEIPTS**

Exhibit N contains detachable documents acknowledging your receipt of the disclosure document.

**EXHIBIT A**

**STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**



**STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

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

**CALIFORNIA**

Department of Financial Protection &  
Innovation:  
1 (866) 275-2677

***Los Angeles***

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

***Sacramento***

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

***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 610-2093

***San Francisco***

One Sansome Street, Ste. 600  
San Francisco, California 94104-4428  
(415) 972-8565

**HAWAII**

(state administrator)

Business Registration Division  
Securities Compliance Branch  
Department of Commerce and Consumer Affairs  
P.O. Box 40  
Honolulu, Hawaii 96810  
(808) 586-2727

(agent for service of process)

Commissioner of Securities of the State of  
Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Commissioner of Securities  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2744

**ILLINOIS**

Franchise Bureau  
Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62701  
(217) 782-4465

**INDIANA**

(state administrator)

Indiana Secretary of State  
302 West Washington Street  
Securities Division, E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

(agent for service of process)

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

**MARYLAND**

(state administrator)

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6300

(agent for service of process)

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

**MICHIGAN**

(state administrator)

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building  
525 West Ottawa Street  
Lansing, Michigan 48909  
(517) 373-7622

(agent for service of process)

Michigan Department of Commerce,  
Corporations, Securities & Commercial  
Licensing Bureau  
P.O. Box 30018  
Lansing, Michigan 48909

**MINNESOTA**

(state administrator)

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

(agent for service of process)

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

**NEW YORK**

(state administrator)

Office of the New York State Attorney General  
Investor Protection Bureau  
Franchise Section  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
(212) 416-8236 Phone  
(212) 416-6042 Fax

(agent for service of process)

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

**NORTH DAKOTA**

(state administrator)

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol - Fifth Floor  
Bismarck, North Dakota 58505  
(701) 328-4712

(agent for service of process)

Securities Commissioner  
600 East Boulevard Avenue  
State Capitol - Fifth Floor  
Bismarck, North Dakota 58505  
(701) 328-4712

**OREGON**

Department of Business Services Division of  
Financial Regulation  
350 Winter Street, NE, Room 410  
Salem, Oregon 97310-3881  
(503) 378-4387

**RHODE ISLAND**

Department of Business Regulation  
Division of Securities  
John O. Pastore Complex Building 69-2  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9645

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Second Floor  
Pierre, South Dakota 57501  
(605) 773-3563

**VIRGINIA**

(state administrator)

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

(agent for service of process)

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

**WASHINGTON**

(state administrator)

Department of Financial Institutions  
Securities Division  
P.O. Box 9033  
Olympia, Washington 98507-9033  
(360) 902-8760

(agent for service of process)

Director  
Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98501

**WISCONSIN**

(state administrator)

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

(agent for service of process)

Office of the Secretary  
Wisconsin Department of Financial Institutions  
P.O. Box 8861  
Madison, Wisconsin 53708-8861  
(608) 261-9555

**EXHIBIT B**  
**FRANCHISE AGREEMENT**

## AMERICAS BEST VALUE INN® FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (this “**Agreement**”) is entered into by and between SONESTA RL HOTELS FRANCHISING INC. (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_ (“**you**”), as of the date signed by us and set forth below our signature on this Agreement (the “**Agreement Date**”), and pertains to the hotel (the “**Hotel**”) located (or to be located) at \_\_\_\_\_ (the “**Property**”). The parties agree as follows:

1. **Service Mark Designation.** Subject to the license granted in this Agreement, you will operate the Hotel located at the Property under the Americas Best Value Inn brand (the “**Brand**”) using the following designation:

- \_\_\_\_\_ Americas Best Value Inn®
- \_\_\_\_\_ Americas Best Value Inn & Suites®

### 2. **Term.**

(a) **Initial Term.** The term of this Agreement (the “**Term**”) commences on the Agreement Date and expires three years from the Opening Date (as defined in Section 6.(b)), subject to earlier termination as set forth in this Agreement.

(b) **Renewal.** The Term will be automatically extended for up to three additional three-year terms (and each extension is included in the definition of Term), if:

(i) neither you nor we have provided at least 90 days prior written notice of an intention not to renew the Term prior to the end of the then-current term;

(ii) you are not in default of any provision of this Agreement, any other agreement between you and us or our affiliates, or any Third-Party Agreement (defined in Section 6.(h));

(iii) you execute and deliver to us a general release, in a form satisfactory to us, of any and all claims against us and our owners, officers, directors, employees, agents, successors and assigns;

(iv) you have completed (at least 60 days before the scheduled expiration of the Term) all maintenance, refurbishing, renovating, and upgrading of the Hotel required to conform the Hotel to (i) the Brand Standards (defined in Section 8.(d)) then in effect for new Brand Franchisees (defined in Section 3.(a)), and (ii) any applicable PIP;

(v) you are lawfully entitled to continue to use and occupy the Property for the entire following successor term; and

(vi) you have not received four (4) or more default notices from us during the Term.

We reserve the right to require you to sign our then-current form of franchise agreement upon each renewal.

### 3. **Grant of License.**

(a) **Brand.** We and our affiliates own a special system related to the operations, marketing, and distribution of information pertaining to hotels under the Brand. Owners of hotels authorized to operate under the Brand are known as “**Brand Franchisees**.” Subject to the terms and conditions contained in this Agreement, you are a Brand Franchisee.

(b) **Grant of License.** We grant you the right, and you undertake the obligation, to operate your Hotel and to use the Proprietary Property (defined in Section 9.(a)) as authorized under this Agreement and in accordance with the Brand Standards during the Term (the “**License**”). The Hotel expressly includes only the hotel located at the Property and you may not transfer the License to another hotel or another location without our prior written permission. The License is non-exclusive, non-transferrable and non-sublicensable. You acknowledge and agree that the License does not extend to any bar, restaurant or other facility located at the Property, unless separately approved by us in writing. The License granted to you does not include the right to use “Americas Best Value Inn,” “ABVI” or “Americas Best” or any other

variation resembling the Brand in your corporate (or other entity) name, in an Internet domain name, website, email address, social media account, user name, other online presence or presence on any electronic medium of any kind.

(c) **Your Rights within Your Territory.** From time to time, at our discretion, we may grant to other persons the right to operate other hotels (including hotels using the Brand) that are in close proximity to the Property. You are not obtaining any protected or exclusive territory. However, if we are contemplating accepting an application for the operation of another hotel using the Brand, and that hotel would be located within a three-mile radius of the Property, we will provide you with a courtesy notice and a reasonable opportunity (but no more than five days) to submit a written statement explaining the negative market impact that you believe such potential new Brand Franchisee may have on your business. You and we agree to act in good faith to reach a fair and amicable resolution of any such matter within five days (or such other timeframe as deemed necessary by us to protect the Brand) of when you submit your written statement explaining the anticipated negative market impact; however, the ultimate decision of whether to grant such new License will be ours and will be made at our reasonable discretion. You do not have the right to relocate your Hotel and the License may not be extended to any other hotel or property.

(d) **Our Reservation of Rights.** We reserve the right to use and grant others the right to use the Brand anywhere, all rights not expressly granted in this Agreement to you concerning the Brand or other matters are reserved by us (or our affiliates), including, without limitation, the right to establish, develop, and license or franchise hotels (including the Brand or under other service marks) located anywhere, regardless of how close such business operates to the Property.

4. **Fees.** All fees payable to us under this Agreement are fully earned by us upon payment and are non-refundable, except as otherwise expressly provided in this Agreement. You will pay us the following fees:

(a) **Initial Fee.** You must pay us at the time of your execution of this Agreement an initial fee equal to the sum of (x) \$16,500, plus (y) the product of \$150 times the number of Guest Rooms (defined in Section 4.(d)) in excess of 50 (the “**Initial Fee**”). The Initial Fee must be made to us by cashier’s check, bank certified check, or wire transfer. The Initial Fee is non-refundable.

(b) **Initial Property Improvement Plan.** If you are converting an existing hotel into an Americas Best Value Inn-branded hotel, we may issue you a property improvement plan (“**PIP**”) to which you must agree as a condition of approval that sets forth a list of items you must perform to conform your Hotel to the Brand Standards prior to your Opening Date (defined in Section 6.(b)) (or within such timeframe as may be stated in the PIP). If we issue you a PIP, we may require you to pay us a non-refundable \$1,000 fee before we approve you as a Brand Franchisee.

(c) **Onboarding Administration Fee.** You will pay us an onboarding administration fee of \$1,000 for onboarding services we provide to you in connection with the opening of your Hotel under the Brand. This fee is non-refundable and is due during or immediately after the onboarding process.

(d) **Royalty.** You will pay us a monthly royalty fee (“**Royalty**”) equal to the sum of (x) \$24.50 per Guest Room for the first 50 Guest Rooms, (y) \$20.50 per Guest Room for Guest Rooms 51 to 75, and (z) \$19.50 per Guest Room for any Guest Rooms in excess of 75, subject to a minimum monthly Royalty of \$980. The Royalty is subject to change pursuant to Section 4.(m). “**Guest Rooms**” means transient hotel rooms located at the Hotel and is not dependent upon occupancy of the hotel rooms.

(e) **Monthly Program Fee.** You will pay us a monthly program fee (“**Monthly Program Fee**”) equal to the product of \$17 times the number of Guest Rooms, subject to a minimum Monthly Program Fee of \$680. The Monthly Program Fee is subject to change pursuant to Section 4.(m).

(f) **Conference Fee.** You will pay us a conference fee of \$100 per month (the “**Conference Fee**”), which is subject to change at our discretion from time to time. The Conference Fee covers the attendance for one person at the brand conference. If you are permitted to send additional attendees, you will be required to pay an additional \$695 per attendee prior to their attendance at the conference. We may also

increase this fee from time to time. You will also be responsible for the travel costs and expenses for your attendees.

(g) **PIP Fee.** If your Hotel does not meet the Brand Standards at any point during the term of this Agreement, or you receive several guest complaints or negative online reviews, we may elect to issue you a PIP in our sole discretion. There is no maximum number of PIPs that we may issue to you. For each PIP we issue, we may require you to pay us our then-current PIP fee.

(h) **Accelerated Property Experience (“APEX”) Program Fee.** In lieu of an annual inspection of your Hotel, we will rely on guided self-assessments by you; guest reviews and other online reputation resources; and feedback we receive from guests and our colleagues, including vendors. If (i) we become concerned, based on guest complaints or online reviews, about the condition of your Hotel or the services it offers; or (ii) you request our assistance, then we may arrange a visit to your Hotel to undertake improving its online reputation, including its TripAdvisor Score. We call this process our Accelerated Property Experience, or “APEX.” We periodically may change our inspection, re-inspection, assessment, or APEX program and fees.

(i) **Revenue Management Insights Fee.** You will pay us a non-refundable fee of \$79.50 per month (the “Revenue Management Insights Fee”), which is subject to change. The Revenue Management Insights Fee covers your participation in Revenue Management Insights, which is required of all Brand Franchisees.

(j) **Operations Insights Fee.** You will pay us a non-refundable fee of \$49.50 per month (the “Operations Insights Fee”), which is subject to change. The Operations Insights Fee covers your participation in Operations Insights, which is required of all Brand Franchisees.

(k) **PMS-to-CRS Enhanced Connectivity Fee.** You will pay us a non-refundable aggregate monthly fee (the “PMS-to-CRS Enhanced Connectivity Fee”) of \$99 in association with connecting your property management system (“PMS”) to our central reservation system (“CRS”) and in connection with our utilization of a data enrichment platform. The amount of the PMS-to-CRS Enhanced Connectivity Fee is subject to increase from time to time as the third-party fees included in the PMS-to-CRS Enhanced Connectivity Fee increase.

(l) **Third-Party Fees.** We may periodically require you to pay us fees due from you to third parties, which we will collect on behalf of such third parties and remit to such third parties.

(m) **Fee Increases.** The Royalty and Monthly Program Fee may be increased from time to time during the Term upon the affirmative vote of at least 60% of the Brand Franchisees voting in person at the Brand Conference (defined in Section 6.(e)); however, we reserve the right to increase any of our fees by the most recently published National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) as most recently published by the U.S. Department of Labor, or a successor index (“CPI”). All optional fees payable to us, as well as the Revenue Management Insights Fee, Operations Insights Fee, PMS-to-CRS Enhanced Connectivity Fee and Conference Fee, may be increased by us, at our discretion, from time to time throughout the Term; however, we will not increase any such fees by an average of more than 10% per year in any year and no more than 20% during any consecutive three year period, without the approval of at least 60% of the Brand Franchisees, subject to our right to increase our fees based on CPI.

(n) **Other Fees/Rename Programs.** You will pay us such other fees designated in this Agreement, in the Brand Manual (defined in Section 6.(c)) or otherwise provided to you in writing. We have the right to rename certain programs, add or remove programs, and modify fees for various elements of the Brand and other programs or services as described in this Agreement, the Brand Manual or otherwise provided to you in writing, at our sole, but reasonable discretion.

## 5. **Payments.**

(a) **Billing Start Date.** Unless otherwise specified in this Agreement, your obligation to make monthly payments of the Royalty and Monthly Program Fee will begin on the Opening Date, and you will pay all

invoiced amounts within 30 days of the date of the applicable invoice. Notwithstanding the foregoing, you will be obligated to make payments for all other fees and commissions from the time those fees are incurred, regardless of the Opening Date. Your obligations to pay amounts due to us or any of our designees will not be suspended as a result of any interruption to your business regardless of the cause. In the event you are executing this Agreement in connection with your acquisition of an existing Americas Best Value Inn-branded hotel, your obligation to make monthly payments of the Royalty and Monthly Program Fee will commence on the date you consummate the acquisition of the Hotel; you will be responsible for all booking and transaction fees incurred in connection with consumed reservations from the date of your acquisition.

(b) **Payment System.** Unless otherwise directed by us, all payments required to be provided by you to any of our affiliates or us will be effectuated by an automated payment system using automatically recurring electronic funds transfer that we initiate (“**Recurring EFT**”), also known as Auto Pay. You will authorize automatically Recurring EFT payments prior to activation in the Brand and will cooperate with us to implement and maintain the efficient process of Recurring EFT payments. You must ensure that we have up-to-date viable payment instructions (e.g., bank account and routing numbers) at all times during the Term of this Agreement. You also shall maintain such bank account(s) for such payments and shall maintain an account balance that at least covers your Royalty, Monthly Program Fee and any other fee described in Section 4. You shall not alter or close any such account, except with our prior written approval. If we permit you to pay by any other means, we may require payment of a convenience fee that is subject to change. We may, at any time, modify the required method of payment by providing you with at least 30 days’ prior notice. Your obligation to pay amounts due to us or to any of our designees will not be suspended as a result of any interruption to your business, regardless of the cause. All amounts payable by you or your owners to us or our affiliates must be in United States Dollars (\$USD), unless we specify otherwise.

(c) **No Right of Setoff.** Your obligations to make payments in accordance with this Agreement are absolute and unconditional. They are not subject to any setoff for any reason whatsoever.

(d) **Late Charges.** If any payment under this Agreement or any other agreement between you and us is overdue for any reason you will pay to us on demand a late charge equal to the lesser of (a) 1.5% of the overdue amount or (b) the maximum rate allowed by law. If a greater amount than may be lawfully collected is inadvertently collected, it will be applied to reduce outstanding amounts owed under this Agreement. You acknowledge and agree that if you fail to pay any amounts when due, we may report your delinquent payment to credit bureaus.

(e) **Taxes.** If any gross receipts, sales, use, excise or any similar tax that is based upon gross income or revenues is imposed upon us for the receipt of any payments you are required to make to us under this Agreement, then you must also pay us, as applicable, an amount equal to such tax. If any gross receipts, sales, use, excise or any similar tax that is based upon gross income or revenues is imposed upon the payment made pursuant to this Section 5.(e), the amount due under this Section 5.(e) will be an amount such that the net amount retained by us, after payment of such tax, equals the tax imposed on all payments made under this Agreement.

(f) **Booking Fees and Commissions.** You are responsible for the payment of all booking fees, reservation fees and commissions incurred in connection with the operation of your Hotel, whether payable directly to a third-party or advanced by us to such third-party and billed to you. You agree to timely pay all such fees and commissions. A summary of the currently applicable booking fees and commissions is set forth on Schedule 5.(f). These booking fees and commissions are subject to change.

(g) **Rebates.** You acknowledge that suppliers from which you choose to acquire products or services may pay us rebates, or provide us with other benefits, based on your purchases of those products and services.

6. **Our Duties.** We will consult with you, assist you, and provide certain services to you (as long as you are not in default under this Agreement), as follows:



(a) **Central Reservation System.** We will provide you with access to the brand-designated CRS. The Hotel may not book reservations through any other electronic reservation system, booking engine, unapproved third-party distribution system, or other technology. Prior to the Opening Date, we will gather all information we need from you to build your Hotel into the CRS. We reserve the right to change, modify or eliminate the CRS at any time.

(b) **Brand Training.** We will provide you with an introduction to the Brand, including its culture, resources, CRS and loyalty program, at a location we designate (the “**Brand Training**”), some of which may take place after the Hotel has opened for business under the Brand (the “**Opening Date**”). Your participation in the Brand Training is optional. If any part of the Brand Training is held at the Property, you will provide accommodations for our personnel, at your own cost. You also are responsible for all expenses your employees incur in connection with attending the Brand Training.

(c) **Brand Manual.** We will provide you, for your use during the Term, with one or more documents or guides commonly referred to as the brand standards manual together with supporting documentation (collectively, the “**Brand Manual**”). The Brand Manual may include the Brand Standards and information on suggested procedures and your other obligations under this Agreement. We may change the Brand Manual periodically. We may provide the Brand Manual in an electronic medium, including by download from our website.

(d) **Continued Training, Assistance and Support.** We will consult with you on an ongoing basis, as you reasonably request and to the extent we consider appropriate or reasonably necessary, to assist you in promoting your Hotel, including providing sales support, and refresher, advanced or additional training programs and seminars at locations designated by us. We may designate attendance at such programs and seminars as optional or required. If any such training programs are held at the Property, you must provide accommodations for our trainers at your own cost. We will provide you with credentials to log into our owner’s information portal during the Term. You will also have access to our IT Help Desk for support with email accounts we provide and our owner’s information portal.

(e) **Brand Conference.** We will convene a Brand conference (the “**Brand Conference**”) no less frequently than every 18 months, at which Brand Franchisees may gather to network and participate in educational seminars. If you have paid all of your Conference Fees in accordance with this Agreement, one of your representatives may attend the Brand Conference for no additional registration fee, and you will be solely responsible for your attendees’ expenses of travel, lodging, certain meals, and other out-of-pocket costs (as well as the registration fee for each additional attendee).

(f) **Marketing.** We or our affiliates or other designees may use some or all of your Monthly Program Fees to pay for various expenses and programs that, in our view, benefit, in the short-term or the long-term, the Brand, Americas Best Value Inn-branded hotels, or any other hotel operating under any of the Network Brands. These programs and expenditures may include but are not limited to: preparing and producing video, audio, and written materials and digital media; developing, implementing, and maintaining websites and related strategies; administering national, regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; administering online advertising and marketing campaigns (including search engines, social media, email, and display ad campaigns); developing and maintaining application software designed to run on computers and similar devices, including tablets, smartphones and other mobile devices, as well as any evolution or “next generations” of any such devices, implementing and supporting the loyalty program or other marketing programs designed to encourage the patronage of Americas Best Value Inn-branded hotels and/or other hotels operating under any of the Network Brands; supporting public relations, market research, and other advertising, promotion, and marketing activities; and such other uses as we deem appropriate for the promotion of Americas Best Value Inn-branded hotels and/or other hotels operating under any of the Network Brands and further developing the reputation and image of Americas Best Value Inn-branded hotels and/or other hotels operating under any of the Network Brands.

We have sole discretion to determine how we spend these funds, including sole control over the creative concepts, materials, endorsements and media used in the programs, the geographic market in which we place any media and allocation of advertising, We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services, and personnel with any other entity, including our affiliates. You acknowledge that the Monthly Program Fees are intended for the benefit of the Network Brands; that we may use them for any of the Network Brands, or any group of Network Brands that we determine; and you do not expect, and cannot require, for example, that any part of the Monthly Program Fees be used to promote or benefit only your Hotel or your Hotel's market. We will have no obligation in administering any activities paid for with Monthly Program Fees to make expenditures for you which are equivalent or proportionate to your payments, or to ensure that the Hotel benefits directly or proportionately from such expenditures and development and support of the programs related to driving and increasing revenue for any hotels that operate under any of the Network Brands. 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. You also acknowledge that other franchisees that operate hotels under other Network Brands may not contribute the same percentage or total amount that you must pay to use as the Monthly Program Fee. We will not use Monthly Program Fees to defray any of our general operating expenses, except for such salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Monthly Program Fees. You acknowledge and agree that we may provide the same or similar services to hotels licensed to use any of the other Network Brands or other hotels that we or our affiliates operate or license at our sole discretion. You also acknowledge and agree that we will not be obligated to make reservations for the Hotel for any dates following the scheduled date of expiration or termination of this Agreement, or during any period in which your rights are suspended under Section 11.(a) of this Agreement.

The aggregate Monthly Program Fees paid to us by Americas Best Value Inn-branded hotels do not constitute an escrow account, a trust fund or "advertising fund" and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other hotels operating under the Network Brands. We may, but are not obligated to, expend funds in excess of the amounts received from hotels operating under the Network Brands. We have no obligation, however, to create a separate bank or deposit account for the Monthly Program Fees or keep segregated any funds received in connection with the Monthly Program Fees, and the monies collected will not be regarded as being held in trust and do not bear interest. The Monthly Program Fees do not cover your cost of participating in any optional marketing programs and promotions offered by us. You acknowledge that your obligation to pay the Monthly Program Fees is in addition to, and does not in any respect substitute for, your obligation to operate the Hotel in accordance with the Brand Standards. We will prepare for each calendar year a statement describing the total amount of monies collected and describing in general terms the costs incurred by us in administering the Monthly Program Fees within 90 days after the end of the calendar year and furnish a copy of the statement to you upon your written request to us.

We may, in any calendar year, spend more or less than the aggregate contributions of Monthly Program Fees from all Brand Franchisees. We may loan money to the Network Brands or borrow from others to cover deficits and may invest any surplus for future use.

We may, at any time we deem appropriate or advisable, incorporate a new entity to administer the Monthly Program Fees or cause any designee to administer the Monthly Program Fees. Any such entity will have all of the rights and duties set forth in this Agreement relating to the Monthly Program Fees.

We may defer, reduce, suspend, reinstate or terminate our administration of Monthly Program Fees at any time. If we terminate our administration of Monthly Program Fees, an amount equal to the balance, if any, of aggregate unexpended Monthly Program Fees from all participants in the Network Brands will be spent, or at our sole discretion, at the end of the fiscal year in which such termination occurs will be distributed to Brand Franchisees in proportion to their respective contributions during the 12 calendar months ending on the last day of the calendar month preceding the calendar month in which such termination occurs.

We also reserve the right, but shall not be obligated, to use your Monthly Program Fees to pay for separate programs and expenditures for Americas Best Value Inn-branded hotels in the United States or Canada.

**“Network Brands”** refers to each of the following brands, and their various extensions: Sonesta® Hotels and Resorts, Sonesta ES Suites®, Sonesta® Simply Suites, Sonesta® Select, Royal Sonesta®, Red Lion Hotel® and Red Lion Inn & Suites®, Hotel RL®, Lexington®, Jameson Inn®, Americas Best Value Inn®, Country Hearth Inn®, Signature<sup>SM</sup>, Signature Inn<sup>SM</sup>, GuestHouse®, GuestHouse Extended Stay<sup>SM</sup>, Canadas Best Value Inn<sup>SM</sup>, 3 Palms Hotels & Resorts®, America’s Best Inn®, Knights Inn® and any other brands that we own, create or acquire from time to time.

**(g) *Third-Party Distribution Program.***

(i) We participate in most major distribution channels and have established enterprise-level agreements with many leading intermediaries for various distribution channels, pursuant to which such distribution channels and online travel agencies, or OTAs, will offer your hotel room inventory through their websites including, in some cases, rooms at our loyalty program member rates (the **“Third-Party Distribution Program”**). You must participate in the Third-Party Distribution Program under the terms and conditions we have negotiated, including pricing terms. You are responsible for the payment of all reservation fees, including third-party booking fees, global distribution system (**“GDS”**) fees, and fees associated with the CRO (call center) and CRS, in connection with stays booked at your Hotel through their websites. Those fees are subject to change by the applicable third-parties.

(ii) You must connect to all third-parties through our CRS, unless such third-party does not directly or indirectly offer interfaces for the CRS. You may not bypass the CRS by connecting such third-party distribution channel to your PMS. You must maintain rates and inventory in the CRS on a rolling 12-month basis. If you fail to maintain rates and inventory on a rolling 12-month basis, you will be given seven (7) days’ written notice to do so, after which, we will extend your rates on your behalf. Upon our first written notice to you for failing to maintain rates and inventory on a rolling 12-month basis, you must pay us a fee of \$250. For repeated occurrences requiring additional notice to you, we may charge you additional fees. You may request that we assist you with updating the CRS rate and inventory database for an additional reservation system maintenance fee of \$150 per occurrence (e.g., rate changes; inventory adjustments; non-emergency CRS close-outs).

**(h) *Approved Products, Services, and Suppliers.*** We and our affiliates reserve the right to periodically designate and approve standards and specifications of the furniture, fixtures, and equipment and the products and services that we periodically authorize for use at your Hotel. We and our affiliates also reserve the right to designate and may approve, from time to time, manufacturers, vendors, distributors, suppliers, and producers (collectively referred to herein as **“vendors”**), terms, and distribution methods for any goods or services (which include, but are not limited to, services, insurance, products, equipment, supplies, and materials). You shall purchase all goods and services required for the operation of your Hotel in accordance with the standards and specifications we periodically set, and from approved or designated vendors if we have specified approved or designated vendors for a particular good or service (which we may concentrate purchases with one or more vendors to obtain lower prices, better advertising support, and/or better services for any group of franchisees for any given good or service, which may be us or an affiliate) under terms, in the manner, and from the source designated by us or any of our affiliates. We may, at our option, arrange with approved vendors to collect or have our affiliates collect fees and expenses associated with goods and services they provide to you and, in turn, pay the vendor on your behalf for such goods or services. If we elect to do so, you agree that we or our affiliates may auto-debit your bank account for such amounts in the same manner and using the same authorization that you grant us with respect to payment of Royalties and other fees. We or any of our affiliates may be a supplier, distributor, or otherwise party to these transactions, and may derive revenue or profit from such transactions. We and any of our affiliates may use such revenue or profit without restriction.

In the event you desire to purchase equipment, products, services, supplies, or materials, or from vendors, other than those previously approved by us and our affiliates, you shall, prior to purchasing any such equipment, products, services, supplies, or materials, or from such vendor, give us a written request to approve such change and submit to us all information, specifications, and samples that we request. Any goods or services from vendors must be in accordance with the then-current Brand Standards. Our approval of any products, services, supplies, materials, or vendors must be made by us in writing and may also be conditioned on requirements relating to the frequency of delivery, standards of service, including prompt attention to complaints, concentration of purchases and other criteria, and may be conditioned on the vendor providing us with adequate insurance protection, the vendor's execution of reasonable indemnity and confidentiality agreements, and the vendor's payment of reasonable license fees to us if the Proprietary Marks are to be used, and may be temporary or conditional, pending our further evaluation of the vendor. We and our affiliates may, for any reason, withhold or revoke approval of a good, service or vendor at any time, and you must discontinue using the good, service or vendor that we disapprove promptly upon receiving our written notice of disapproval. You acknowledge and agree that suppliers may share your data with us, including your purchase history and quantities purchased, to facilitate discount programs, to allow us to enforce compliance with this Agreement or otherwise. You agree to take all actions or sign all documentation reasonably requested by us or the third-party supplier to allow such exchange of information.

From time to time, we may require you to enter into, and comply with all of the provisions of, agreements with certain designated suppliers or vendors (each, a "**Third-Party Agreement**"). The terms of each Third-Party Agreement may not be amended by you in any manner and may be subject to change by the third parties without notice.

WE MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS WE APPROVE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT, SUPPLIES, OR OTHER APPROVED ITEMS.

(i) **APEX.** You will provide us access to your Hotel and personnel to complete any assistance in connection with the APEX program, and you will provide lodging to our representative conducting APEX program visits to your Hotel at your expense. We reserve the right to substitute or change the inspection, re-inspection, assessment or APEX program and fees.

(j) **Loyalty Program.** We may administer and manage loyalty programs that will provide participating guests of your Hotel with certain rewards or benefits when staying at your Hotel. Such loyalty programs may apply specifically for the Brand or any or all of the Network Brands. Currently, Brand Franchisees participate in our loyalty program referred to as Hello Rewards. We may modify or discontinue any loyalty program at any time at our sole discretion. You must participate in and honor the terms of any and all loyalty, discount or other promotional program applicable to Brand Franchisees and pay all applicable fees or charges associated with such programs (including any fees assessed by us, room discounts given to guests, or rewards provided to guests, that are applicable to your Hotel) that we offer to the public on your behalf and any room rate quoted to any guest at the time the guest makes an advance reservation. You agree that you will take all action necessary to participate in any loyalty program, and that you will grant us all necessary rights in and to any photographs, video and/or other marketing materials that we may require in order to reasonably undertake such programs on behalf of your Hotel.

(k) **Call Center and Consumer Booking.** We will provide you access to the CRO (call center) and include you in our consumer booking website (currently, [www.redlion.com](http://www.redlion.com)).

(l) **Duties Solely to You; Delegation of Duties.** All of our obligations under this Agreement are owed solely to you. No other party may rely on, enforce, or obtain relief for breach of such obligations either directly or by subrogation. You acknowledge and agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these

designees are any of our present or future owners, subsidiaries or affiliated entities, our agents, or independent contractors with whom we have contracted to perform these obligations.

**7. Websites and Internet Marketing.** You may not register, own, maintain or use any domain name, website, email address, social media account, user name, other online presence or presence on any electronic medium of any kind (collectively, “**Online Presence**”), relating to the Brand or the Hotel or that includes any service marks of the Network Brands that we own and license to franchisees (“**Network Marks**”), except as approved in advance by us in writing. As a general rule, we do not permit franchisees to maintain vanity or other independent Online Presences for Americas Best Value Inn-branded hotels. You may not list the details or contact information of your Hotel on any vanity or other independent websites or other Online Presence, including any OTAs, without our prior written approval. You must establish any Online Presence that we may require, and only establish any other Online Presence that we authorize. All use of Online Presences must be in accordance with the Brand Standards and our other guidelines, including the implementation and maintenance of or compliance with privacy policies, as applicable. 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, at our sole discretion. You acknowledge and agree that the restrictions on your use of the Brand, the Proprietary Marks and the Network Marks will survive the expiration or earlier termination of this Agreement and that we retain the right to pre-approve your use of linking and framing between your Internet (or other network) web pages and all other websites as further described below. We have the right to determine the content and use of online or electronic media associated with any of the Proprietary Marks or Network Marks. You may not participate in any Online Presence that markets goods and services under the Proprietary Marks or Network Marks unless it is first approved in writing by us. We will establish and host three e-mail addresses for your Hotel. You may not use any other e-mail addresses in the operation of your Hotel.

You acknowledge that you may not, without a legal license or other legal right, post on your Online Presence 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 also agree to incorporate on your Online Presence any other information we require in the manner we deem necessary to protect the Proprietary Marks and Network Marks.

We will own the rights to each Online Presence. At our request, you agree to grant us access to each such Online Presence, and to take whatever action (including signing assignment or other documents) we request to evidence our ownership of such Online Presence, or to help us obtain exclusive administrative rights in such Online Presence. Upon the expiration or termination of this Agreement, you must irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations and other Online Presence which contain any references to the Network Marks, and must notify the applicable domain name registrar(s) or other third-party of the termination of your right to use any domain name or Online Presence associated with the Network Marks, and will authorize and instruct the cancellation or transfer of the Online Presence to us (or our designee), as directed by us. You must also delete all references to the Network Marks or Brand from any other Online Presence you own, maintain or operate beyond the expiration or termination of this Agreement.

Provided we have reviewed and approved the content of your Hotel’s informational web pages, we will provide you the right, at your expense, to have your Hotel’s informational web pages linked from the Brand information web page we maintain.

Your use of all Online Presence shall be subject to the Brand Standards as we may implement during the Term. You must adhere to our Online Presence guidelines and procedures that include but are not limited to: appropriate content, relevance, behavior related to communications, frequency and responsiveness to communications, etiquette, naming conventions, use of the Proprietary Marks and posting messages or commentary on third-party websites. We must approve your social media pages and they shall be linked

to the Brand social media pages we maintain. We have the right to require you to remove your social media page(s) if you fail to comply with our guidelines and procedures, as they may change from time to time.

**8. Your Duties.**

**(a) Hotel Development.**

(i) If a hotel has not been constructed on the Property as of the Agreement Date, you will construct and maintain a hotel at the Property to conform to the Brand Standards, including any architectural or interior design standards established by us as of the Agreement Date, and will comply with the terms of the New Construction Rider attached as Exhibit A to this Agreement.

(ii) If a hotel exists on the Property as of the Agreement Date, you will refurbish, remodel, redecorate, or modify, and maintain the Property to conform to the Brand Standards, including any interior design standards established at that time.

**(b) Conditions Precedent to Opening.** You will not operate the Hotel as a hotel operating under the Brand or otherwise hold yourself out as being affiliated with the Brand until:

(i) the Initial Fee and all other amounts due to our affiliates and us prior to opening the Hotel have been paid in full;

(ii) we have been furnished with current certificates of insurance and policy endorsements, and if we request, copies of all required insurance policies;

(iii) we have been provided with all requested "transition" documentation;

(iv) if the Property is leased or you otherwise do not hold fee simple title to the Property, we have been provided with an estoppel, recognition, and subordination agreement from your landlord, in form and substance satisfactory to us, upon which your landlord is required to comply with all de-identification obligations set forth in Section 12 and Schedule 12;

(v) if we require, you have provided us with the certification referenced in Section 8.(g)(ii);

(vi) you have obtained all necessary governmental or regulatory approvals and authorizations;

(vii) you have provided to us, and otherwise cooperated with us to gather from external sources, on a timely basis, information about your Hotel to enable us to represent your Hotel on any designated websites and in a global distribution system and other tour and travel distribution outlets; and

(viii) you satisfy any other conditions that we reasonably impose.

If you are converting an existing hotel to a hotel that will be operated under the Brand, you must comply with all of these requirements and open your Hotel as a hotel operating under the Brand within 120 days from the Agreement Date, and we may terminate this Agreement if you do not. If your Property is new construction, you must commence construction (the foundation must be poured) no later than one year from the Agreement Date.

Opening your Hotel before we authorize you to open will constitute unauthorized use of the Proprietary Marks and a material breach of this Agreement. Recognizing the difficulty of ascertaining damages for such a breach, you agree to pay to us, as liquidated damages, solely for the damage to Proprietary Marks, and not as a penalty, \$5,000 per day to compensate us for the damage to the Proprietary Marks. You also agree to reimburse us for our costs, including attorneys' fees, incurred in enforcing our rights. These damages do not limit any other remedies we may have, at law or in equity.

**(c) Use of the Property.** Without our consent, you will not use or permit the use of the Property for any purpose other than operating the Hotel and you will not use any trademarks or service marks on the Property or to operate the Hotel other than those designated in Section 1 and any others we may designate in writing.

(d) **Operational Requirements.** To ensure that the highest degree of quality and service is consistently maintained, you must operate the Hotel in conformity with our mandatory specifications, standards, operating procedures, and rules that we periodically prescribe for constructing, equipping, furnishing, supplying, operating, maintaining and marketing Americas Best Value Inn-branded hotels, including your Hotel (collectively, the “**Brand Standards**”). You must actively participate in any loyalty program established for the Brand, all of the Network Brands, or a select group of the Network Brands (including paying program-associated fees that may be imposed by or in connection with the program and providing guest discounts). Once you have commenced operating the Hotel, you must actively and continuously operate the Hotel for the entire duration of the Term. You agree to participate in all distribution channels that we deem appropriate and maintain inventory and price parity among the various distribution channels. If we maintain a brand-level or corporate-level agreement with any distribution channel (such as Expedia, Travelocity, or any other online travel agency), you authorize us to enter into a sub-agreement or participation agreement with any distribution channel on your behalf. You must ensure, on an ongoing basis, that the description of your Hotel and its amenities, features and rooms, including those you believe make the Hotel and its premises accessible to persons with disabilities, is current and accurate in the CRS, on any Online Presence, and in any third-party distribution channels.

(e) **Property Management System.** Before commencing operation of the Hotel, you will ensure that the Brand-designated PMS is installed at the Property. You will not maintain any PMS other than the PMS we designate in connection with the operation of the Hotel and all OTAs and other distribution channels must be connected to our CRS, or, if no connectivity is available for a particular distribution channel, through the designated PMS unless directed or approved by us in advance in writing.

You must enable the PMS to provide direct full two-way connectivity with our CRS and loyalty program. You will pay a one-time reservation implementation fee of \$445 upon the Hotel becoming active in the CRS and a monthly interface fee, both of which are charged by our third-party CRS provider but invoiced and collected by us. If we change the Brand-designated PMS in the future, you may be required to purchase, lease or license new or modified computer hardware, software and PMS.

The PMS software will provide us with complete real-time cloud-based or web-based access (read only). You will provide any assistance we require to allow us to independently access and retrieve, at any time, such data and information from your PMS as we, at our discretion, deem necessary, desirable or advisable, and you expressly authorize us to do so. You are exclusively responsible for the cost of such access and retrieval. You acknowledge that we have the right to use such data and information (whether we retrieve it from your PMS or it is transmitted to the CRS from your PMS) for any lawful purpose so long as we comply with all applicable laws and our consumer privacy policy then in place. Notwithstanding the foregoing, we will not sell or rent such data and information to any third-party without your prior written approval unless it is part of a set of aggregated data that does not identify your Hotel, the data specifically associated with your Hotel or you.

You must process all reservations through the PMS and report all no-shows and cancelled reservations for which revenue was received (other than cancellation fees or deposits, which also must be processed through the PMS). Any failure to do so will constitute a material breach of this Agreement.

Your PMS and merchant processor must utilize tokenization provided by an approved vendor.

(f) **Employees.** You are solely responsible for making and performing all employment decisions and functions, including those related to recruiting, hiring, firing, compensation, work hours and schedules, work assignments, safety and security, training, disciplining, supervising and record keeping. Under no circumstances will your employees or other persons working at the Hotel be deemed to be employees of any of our affiliates or us.

(g) **Compliance with Laws, Rules and Regulations.**

(i) You will comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, antiterrorism laws. Unless any order issued by any federal, state or local

authority requires closure of the Hotel, you will not close the Hotel unless you obtain our prior written consent. You will timely obtain, maintain, and renew when required any and all permits, certificates, licenses or franchises necessary for the full and proper conduct of the Hotel under this Agreement. No assistance, guidance, standards, or requirements that we provide you constitute a representation or warranty of any kind, express or implied, that your Hotel is compliant with federal, state, or local laws, rules, or regulations.

(ii) Without limiting the generality of anything in this Section 8.(g)(ii), you will comply with the Americans with Disabilities Act (“**ADA**”) to the extent it applies to the Property and the improvements constructed thereon. Prior to the Opening Date, and as of each anniversary of the Opening Date (or such other period of time as we may specify in writing), we may require you to certify to us (via an architect, general contractor, or recognized ADA standards consultant reasonably acceptable to us), on a form satisfactory to us, that the Property is ADA compliant.

(h) **Information Security.** You must implement, at a minimum, all industry-standard administrative, physical and technical safeguards advisable to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information (“**Personal Information**”). You must use best efforts to protect guests against a cyber-event, identity theft or theft or other inadvertent disclosure of Personal Information. No assistance, guidance, standards, or requirements that we provide you constitute a representation or warranty of any kind, express or implied, that your Hotel is compliant with federal, state, or local laws, or acceptable industry standards. It is your responsibility to confirm that the safeguards you use to protect Personal Information comply with all laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information. You will ensure that all necessary consents have been obtained in order to use, and to transfer or disclose to us any Personal Information (as defined in the applicable privacy legislation). If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed. You also agree to follow our instructions regarding curative actions and public statements relating to the breach.

(i) **Insurance.** You will at all times comply with the insurance requirements set forth in Schedule 8.(i).

(j) **Guest Relations Program.** Your staff and you will treat guests and other members of the public with courtesy and respect, and will attempt to resolve all guest complaints promptly and to the guests’ reasonable satisfaction. If we become aware of a guest complaint, we will notify you of the same by e-mail; you will have five days from the date of that e-mail to respond with an explanation of the issue and your proposed resolution. If we disagree with your proposal, we may address the guest complaint on your behalf and in the best interests of the Brand. You will pay us a \$25 fee for every guest or other complaint we receive. If the issue raised is not resolved to our satisfaction within 48 hours of our communication to your Hotel, then the fee will be raised to \$75 per issue. If it becomes necessary for us to resolve it, then the fee will be raised to \$125 per issue, plus we will charge you the cost of the resolution. Repeated guest complaints (whether or not resolved) may result in your suspension under Section 11.(a) or termination of this Agreement.

(k) **Online Review Response Program.** If you do not respond to any negative online review within 72 hours of the posting of such review, we (or our designee) may respond (either directly or indirectly on your behalf), in which case you will pay us \$39 to \$150 for each response. These fees may be increased based on the frequency and nature of complaints and negative online reviews and your responsiveness (e.g., the time it takes you to respond to guest reviews). Repeated negative online reviews (whether or not responded to) may result in your suspension under Section 11.(a) or termination of this Agreement.

(l) **Local Marketing.** You must provide us, for our approval, all materials to be used for local marketing (and all other advertising and promotional materials and Online Presence), unless they have already been approved or consist solely of materials provided by us. If, within 10 business days from the



date we receive such submitted materials, you do not receive our approval of your proposed materials, they are considered disapproved. All materials on which the Proprietary Marks are used must include the applicable designation service mark <sup>SM</sup>, trademark <sup>TM</sup>, registered trademark <sup>®</sup>, copyright <sup>©</sup>, or such other designation as we may specify. If, in our judgment, such materials or advertising may injure or harm the Brand, we may notify you to withdraw or discontinue the use of any advertising or promotional materials or Online Presence, even if previously approved. Within five days after delivery of such notice, you must withdraw and discontinue use of the relevant advertising and promotional materials or use of such Online Presence.

(m) **Products and Services the Hotel Offers.** You agree that you (1) will offer and sell from your Hotel the products and services that we periodically specify or otherwise authorize; (2) will not offer or sell at your Hotel or any other location any products or services we have not authorized; and (3) will discontinue selling and offering for sale any products or services that we at any time disapprove.

(n) **STR Reporting Requirement.** You will report your rooms sold and Gross Rooms Revenue to STR (formerly Smith Travel Research) on a monthly basis. “**Gross Rooms Revenue**” means all revenue calculated based on the sale or rental of Guest Rooms of the Hotel, whether or not collected, including guaranteed no-show revenue, revenue calculated on reservations cancelled outside of your Hotel’s cancellation policy or outside of the reservation channel in which it was made, credit transactions, and the proceeds from any business interruption insurance applicable to loss of revenues due to the non-availability of Guest Rooms. Excluded from Gross Rooms Revenue are allowances for any Guest Room rebates and overcharges; separate charges to guests for food and beverage, and room service; actual telephone charges, key forfeitures, and entertainment fees (including Internet fees and commission); vending machine receipts; and federal, state, and local taxes collected directly from patrons or guests.

(o) **Professional Photography.** We may require you to hire a professional photographer to take photographs of your Hotel prior to the opening of your Hotel. If at any time during the Term your Hotel undergoes significant revisions, or you make improvements in accordance with an issued PIP that we issue to you, we may require you to hire a professional photographer, approved by us and at your expense, to conduct an additional photo session for your Hotel.

## 9. **Proprietary Property.**

(a) **Definitions of Proprietary Marks and Proprietary Property.** “**Proprietary Marks**” means the service mark Americas Best Value Inn<sup>®</sup>, America’s Best Value Inn & Suites<sup>®</sup> and all other trademarks, service marks, trade names, logos, and commercial symbols that we authorize you to use as part of the Brand. “**Proprietary Property**” means the Proprietary Marks, Confidential Information (defined in Section 9.(c)), Brand Standards, and copyrighted (or copyrightable) or trade secret information of our affiliates or of us that you may use under this Agreement.

(b) **Your Use of the Proprietary Property.** You may use the Proprietary Property only in accordance with the Brand Standards and as permitted by this Agreement and the attached Schedule 9.

### (c) **Confidential Information.**

(i) To protect our reputation and goodwill, you will conduct your Hotel in accordance with the Brand Standards, including those contained in the Brand Manual and other writings provided by us. The Brand Standards are an integral part of this Agreement and have the same force and effect as if fully set forth in this Agreement. At all times, you and your owners will treat and maintain the Confidential Information as confidential and as our trade secrets. Without our prior consent, you will not copy, record, or otherwise reproduce any of the Confidential Information, in whole or in part. For purposes of this Agreement, “Confidential Information” means the Brand Standards, our Brand Manual, and any knowledge, know-how, technologies, processes, techniques, and any other information that we designate as confidential, proprietary, or trade secret or that is not readily available in the public domain. You acknowledge that any unauthorized use or disclosure of Confidential Information would be an unfair method of competition and a breach of trust and confidence and will result in irreparable harm to our affiliates and us.

(ii) We may periodically combine, update, amend, revise and change the Brand Standards. You will comply with each new or changed provision and the current version periodically in effect will supersede all prior versions. We may notify you of updates to the Brand Standards by posting them on our intranet, or in any other manner we elect. In the event of any dispute as to the contents of the Brand Standards (including those contained in the Brand Manual), the terms contained in the standards we maintain at our home office are controlling.

(iii) We may, at our discretion and as we may deem in the best interests of all concerned in any specific instance, vary standards for any Brand Franchisee based upon the particular site or circumstances. You are not entitled to any similar variation under this Agreement.

#### 10. **Transfers.**

(a) **Transfer by Us.** We maintain a staff to manage and operate the Brand and staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular manager, owner, director, officer, or employee remaining with us in any capacity. We may change our ownership or form or assign this Agreement and any other agreement to a third-party without restriction.

(b) **Transfer by You.**

(i) Unless otherwise expressly permitted by this Agreement, without our prior consent, you may not sell, assign or otherwise dispose of this Agreement or any direct or indirect interest in this Agreement, your Hotel or substantially all of its assets. Any purported or attempted transfer by you—by operation of law or otherwise—in violation of this Agreement is null and void, and a material breach of this Agreement. Notwithstanding the foregoing, we will not unreasonably withhold, condition, or delay our consent to a transfer if all of the conditions of Section 10.(b)(iv) are satisfied.

(ii) You will provide us with at least five days' prior written notice of any transfer of voting or ownership interests in you if you are a legal entity, or in any of your owners if such owners are legal entities, and a transfer of 33% or more of such voting or ownership interests—individually or in the aggregate, directly or indirectly—is considered a transfer of an interest in this Agreement by you, as is a transfer of a material portion of your assets.

(iii) Neither you nor your owners (or their respective owners) may create, permit, or suffer a lien against, or pledge, mortgage, hypothecate, grant a security interest in, or in any manner encumber this Agreement (or any interest in this Agreement). Each of the acts described in the foregoing sentence, along with any leasing of your Hotel to another individual or entity, shall be considered a transfer of an interest by you under Section 10.(b)(i).

(iv) If you (and your owners) are in full compliance with this Agreement, then you may request our consent to a proposed transfer. We will give your request reasonable consideration but may condition our consent on compliance with certain requirements, including the following:

(A) all your accrued monetary obligations and all other outstanding obligations to our affiliates and to us have been satisfied;

(B) you are not in default under any provision of this Agreement or any other agreement between you and us, our affiliates, or any Third-Party Agreement;

(C) you have executed a general release of all claims against us, our affiliates, and our and their respective officers, directors, owners, representatives, agents and employees;

(D) the transferee enters an assumption agreement, in form and substance satisfactory to us, under which it assumes all of your obligations under this Agreement; or, if we require, the transferee enters the form of franchise agreement we then offer to new Brand Franchisees (for a term at least equal to the then remaining Term of this Agreement) and such other ancillary agreements as we may require;

(E) the transferee or you pay us a transfer fee equal to our then-current Initial Fee for new Brand Franchisees (the “**Transfer Fee**”);

(F) the transferee has satisfactorily completed our application procedures and meets our criteria for new Brand Franchisees in effect at that time;

(G) the transferee has or you have completed all maintenance, refurbishing, renovating, and upgrading of the Hotel required to conform the Hotel to the Brand Standards then in effect (or the transferee has agreed to a PIP with a time-frame for completion acceptable to us);

(H) if the Property is leased, the landlord allows you to transfer the lease or sublease the Property to the transferee;

(I) if your owners or you finance any part of the purchase price, we reserve the right to require that you and your owners subordinate any of the transferee's obligations under promissory notes or agreements with you or your security interests reserved in your Hotel, to the transferee's obligation to pay Royalties, Monthly Program Fees, Conference Fees, Revenue Management Insights Fees, Operations Insights Fees, PMS-to-CRS Enhanced Connectivity Fees and other amounts due to us, our affiliates, and third-party vendors and otherwise to comply with this Agreement;

(J) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other hotels you own and operate) identify yourself or themselves or any business as a current or former Hotel or as one of our Brand Franchisees; use any Proprietary Mark, any colorable imitation of a Proprietary Mark, or other indicia of a Hotel in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us;

(K) the timing of the transfer is reasonably acceptable to us;

(L) the transferee provides us with an insurance certificate for the Hotel that complies with the requirements under Section 8.(i);

(M) you have paid us any past due balance owed by you; and

(N) the transferee and you timely satisfy any other conditions we reasonably impose.

Upon any transfer of voting or ownership interests in you if you are a legal entity, or in any of your owners if such owners are legal entities, you or your transferee must immediately pay us an onboarding administration fee in the amount of \$1,000 for such transfer for the onboarding services we provide in connection with new ownership of the Hotel. This subsequent onboarding administration fee applies to each transfer and is subject to change in our sole discretion.

Our approval of a proposed transfer is not an expression of our opinion concerning the appropriateness or fairness of the terms of the transfer or the likelihood of the transferee's success. Notwithstanding anything in this Agreement to the contrary, you may not make, permit, or suffer any transfer of this Agreement or any interest in this Agreement if you, or any of your direct or indirect owners, are the subject of either a voluntary or involuntary bankruptcy proceeding.

## 11. **Default and Termination.**

(a) **Suspension.** If you fail to comply with any obligation or requirement imposed by this Agreement and you fail to cure such default within two days, unless a longer cure period is specified in a notice of default we deliver to you, then, without any further notice to you, (i) you will immediately be suspended from the CRS, and (ii) we have the right, at our sole discretion, to suspend your access to any revenue-generating or revenue-related programs (such as group and corporate leads, and Revenue Management Insights). However, all fees continue to accrue during the suspension period. We will reinstate your rights only if you: (a) take all actions necessary to correct any deficiencies detected during any APEx program visits, or cure such default and provide evidence of cure satisfactory to us within the time frame stated in the notice, whichever is applicable; and, if required, (b) pay our then current reactivation fee. Exercising our

suspension rights pursuant to this Section 11.(a) does not preclude us from exercising any other rights and remedies—including our right to terminate this Agreement pursuant to Sections 11.(b) or 11.(c)—if the applicable default has not been cured within any permitted cure period. Notwithstanding anything set forth in this Agreement, we reserve the right to immediately suspend your rights under this Agreement, without prior notice, if we reasonably believe the operation or condition of the Hotel presents a potential threat to the life or safety of any person, or if you have been cited with the violation of any health, safety, or sanitation law, ordinance, or regulation.

(b) **Termination by Us—After Notice and Right to Cure.** In addition to the defaults specified in Section 11.(c), you are in default under this Agreement if:

(i) you fail to pay us, any of our affiliates, or any required third-party any amount due under this Agreement or any other agreement when such amount is due, or you fail to enroll with us to initiate automatic recurring payments;

(ii) a serious or imminent threat or danger to public health or safety results from constructing, maintaining, or operating the Hotel and such threat or danger remains uncorrected for five days after we or any governmental authority deliver written notice of the threat or danger, regardless of any longer period of time that any governmental authority may have given you to cure such threat or danger, unless a cure cannot be reasonably completed in such time, in which event you will immediately begin to take all reasonable steps to cure;

(iii) you or any of your officers, directors, owners or managerial employees engage in conduct that is harmful to, or reflects unfavorably on, you, us, or the Brand; or engage in conduct that exhibits a reckless disregard for the physical or mental well-being of employees, guests, our representatives, or the public at large;

(iv) we become aware of guest complaints (whether resolved or not) that we deem to be excessive;

(v) you fail to procure or maintain any insurance required by this Agreement;

(vi) you (or any of your owners) (a) fail on three or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two or more separate occasions within any six consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(vii) you have three or more guest complaints that have not been resolved to our reasonable satisfaction;

(viii) you fail to comply with any Brand Standards; or

(ix) you fail to comply with any other obligation or requirement under this Agreement.

Prior to terminating this Agreement for any of the above defaults, we will provide you a notice of default briefly describing the nature of the default and the cure period, which will be five days unless a longer cure period is specified in the notice of default. Except as otherwise provided in Section 11.(c), or elsewhere in this Agreement, if any default described in a notice of default is not cured and evidence of such cure provided to us by the end of the cure period—or such longer period as applicable law may require—without any further notice to you, we may immediately terminate this Agreement. To the extent a cure is permitted under this Agreement, you have the burden of proving you properly and timely cured any default.

(c) **Termination by Us—After Notice, No Right to Cure.** Upon the occurrence of any of the following events, without providing you with any opportunity to cure, we may, by notice, immediately terminate this Agreement:

(i) you or any of your owners have made or make any material misrepresentation in obtaining the License, including in any franchise application submitted to us, or operating your Hotel;

(ii) you abandon the Hotel or, for more than seven consecutive days or 14 days in any calendar year, you cease to conduct the Hotel at the Property; you lose the right to possess the Property; or you otherwise forfeit the right to do or transact business in the jurisdiction where the Property is located;

(iii) you deny us the right—or otherwise interfere with, impede, or impair our exercise of our right—to inspect the Hotel or retrieve information from the PMS;

(iv) any person attempts or purports to transfer any rights or obligations under this Agreement without our prior consent or otherwise breaches any of the provisions of Section 10;

(v) any breach occurs under Section 9, or any other provisions related to Confidential Information or Proprietary Property;

(vi) you become insolvent or make a general assignment for the benefit of creditors; a petition in bankruptcy is filed by you or such a petition is filed against or consented to by you and such petition is not dismissed within 45 days; you are adjudicated as bankrupt; a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your business or assets is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under federal or any state law is instituted by or against you; execution is levied against your operation or property, or suit to foreclose any lien or mortgage against the Property or your other assets is instituted against you and not dismissed within 45 days; a substantial portion of your real or personal property used in the Hotel is sold after levy thereupon by any sheriff, marshal, or constable; or

(vii) you or any of your affiliates default under any other agreement with our affiliates or us (including any other franchise agreement or Third-Party Agreement) and fail to cure such default within any applicable cure period, if any.

(d) **Termination by Either Party.** Either of us may terminate this Agreement for any reason or no reason effective as of the last day of the month in which the second anniversary of the Opening Date occurs, and the last day of such month for each calendar year thereafter (each of these windows, an “**Anniversary Window**”), provided the following conditions are met: (i) the party requesting termination must provide the other party with written notice of its intent to terminate at least 90 days prior to the Anniversary Window but not more than 180 days prior to the Anniversary Window; and (ii) in order for you to exercise your right to terminate this Agreement under this subsection, you must be current in all amounts due to us, our affiliates or any required third-party under this Agreement or any other agreement and not in default of this Agreement on both the date you provide notice of your intention to terminate this Agreement pursuant to this subsection and at all times through the intended termination date. All of your and our obligations will continue to apply through the Anniversary Window upon which this Agreement shall terminate.

(e) **Right to Perform.** If you default in performing any of your obligations under this Agreement, we have the right (but not the duty) to perform your obligations. If we do, you will immediately reimburse us for the actual costs of so performing. If we exercise our rights under this provision, that will not affect our right to terminate this Agreement under Sections 11.(b) or 11.(c) above.

(f) **Condemnation.** You will, at the earliest possible time, give us notice of any proposed taking of any portion of the Hotel by eminent domain. If we agree that the Hotel or a substantial part of the Hotel is to be taken, we may, at our sole discretion and within a reasonable time of the taking (within four months) transfer this Agreement to a nearby location you select. If we approve a new location, and if within one year of the closing of the Hotel you open a new hotel (or are diligently proceeding toward opening a new hotel and ultimately do so) at the new location in accordance with our specifications and in accordance with our timing requirements, then the new hotel will be deemed to be the Hotel licensed under this Agreement. If a condemnation takes place and a new hotel does not, for whatever reason, become the Hotel under this Agreement within one year of the closing of the Hotel, then we may terminate this Agreement immediately upon notice to you, and we will require you to pay us the Termination Fee under Section 12.(b).

(g) **Casualty.** If the Hotel is damaged by fire or other casualty, you will immediately notify us. If the damage or repair requires closing the Hotel, you may choose to repair or rebuild the Hotel according to the Brand Standards, provided you (i) immediately notify us, (ii) begin reconstruction within six months after closing, and (iii) re-open the Hotel for continuous business operations as soon as practicable (but in any event within 18 months after the closing of the Hotel), giving us ample advance notice of the date of reopening. The Term shall be extended the number of days the property is not open for business operations. We each have the right to terminate this Agreement, without penalty, if you elect not to repair or rebuild the Hotel.

12. **Your Obligations upon Termination or Expiration.** Upon the expiration or sooner termination of this Agreement, all rights granted under this Agreement to you terminate immediately, and the provisions of this Section 12 apply to the rights and obligations of the parties.

(a) **Payment of Outstanding Amounts.** Within 10 days after the effective date of termination or expiration, you will pay all Royalties, Monthly Program Fees, Conference Fees, Revenue Management Insights Fees, Operations Insights Fees, PMS-to-CRS Enhanced Connectivity Fees, amounts owed for products or services you purchased from our affiliates or us, and all other unpaid amounts you owe to us, our affiliates and all third parties under the Third-Party Agreements.

(b) **Termination Fee.**

(i) If we terminate this Agreement pursuant to Sections 11.(b) or 11.(c), or you terminate this Agreement without cause (but not at the end of an Anniversary Window pursuant to Section 11.(d) above), you will pay us a lump-sum payment equal to the Royalties, Monthly Program Fees, Conference Fees, Revenue Management Insights Fees, Operations Insights Fees and PMS-to-CRS Enhanced Connectivity Fees payable for the period from the termination date through the end of the Term ("**Termination Fee**"). This is not a penalty, but a bona fide estimate of our liquidated damages arising from such early termination. You and we agree that the calculation described in this Section is a calculation only of the damages that we would suffer due to the loss or interruption of the revenue stream we would have derived from your continued payment of Royalties, Monthly Program Fees, Conference Fees, Revenue Management Insights Fees, Operations Insights Fees and PMS-to-CRS Enhanced Connectivity Fees, and that nothing herein shall preclude or limit us from proving and recovering any other damages caused by your breach of this Agreement.

(ii) If you fail to comply with all of your obligations under paragraph b. of Schedule 12 within 30 days after the expiration or sooner termination of this Agreement, you will also pay us \$500 for each day in which you are in breach of such obligations.

(iii) The parties agree that it would be difficult if not impossible to determine the amount of damages that we would suffer if this Agreement is terminated. Nevertheless, the parties agree that the lump sum payments provided under this Section 12.(b) are reasonable in light of the damages we may be expected to incur. You acknowledge that your obligation to pay us a Termination Fee is in addition to, not in lieu of, your obligations to pay other amounts due to us under this Agreement up through the date of termination, including payments due under annual or multi-year commitments (whether incurred by you directly or by us on your behalf) and any unpaid start-up or connectivity fees, and to strictly comply with your post termination obligations. The legal remedies under this Agreement will not preclude us from equitable remedies to which we may be entitled under applicable law.

(c) **Pre-Opening Termination Fee.** If you breach this Agreement and we terminate this Agreement, before the Opening Date, the parties agree that it would be difficult if not impossible to determine the amount of damages that we would suffer due to the loss or interruption of the revenue stream we otherwise would have derived from your operation of the Hotel through the Term. The parties agree that a reasonable estimate of those damages is, and you agree to pay us as compensation for the damages, an amount equal to \$1,000 for each Guest Room.

(d) **Transfer or Sale of Hotel to Third-Party.** If you sell, assign or transfer all or substantially all of the assets of the Hotel to a third-party that will not operate the Hotel under any of the Network Brands, all of your de-identification obligations under this Section 12 (and as required in Schedule 12 attached hereto), must be completed prior to the sale, assignment or transfer to ensure that the third-party buyer, assignee or transferee does not operate the Hotel under the Brand.

### 13. **Representations and Warranties.**

(a) **Lease Term.** If the Property is leased, you represent and warrant that the term of the lease is at least as long as the initial Term of this Agreement. Within five days of receipt, you will forward to us any notice of default or breach under the lease for the Property.

(b) **Receipt of FDD.** You acknowledge that you received from us a franchise disclosure document and all exhibits and supplements (the “FDD”) at least 14 calendar days before signing this Agreement or any other binding agreement with, or making any payment to, our affiliates or us in connection with the sale of the License.

(c) **Specially Designated National or Blocked Person.** You represent that none of the persons that owns an interest in the Hotel, directly or beneficially, is a “Specially Designated National” or “Blocked Person.” “Specially Designated National” or “Blocked Person” means (i) a person designated by the U.S. Department of Treasury’s Office of Foreign Assets Control from time to time as such status, (ii) a person described in Section 1 of U.S. Executive Order 13224, issued September 23, 2001, or (iii) a person otherwise identified by government or legal authority as a person with whom we or our affiliates are prohibited from transacting business. Currently a list of such designations is published under the internet website address <http://sdnsearch.ofac.treas.gov/>. The text of the Executive Order is published at: <https://www.state.gov/executive-order-13224/>.

(d) **Acknowledgement of Risk.** You acknowledge and agree to the following:

(i) Your success in owning and operating the Hotel is speculative and will depend on many factors. Such factors include, to a large extent: your independent business ability; the quality and location of the Hotel; your experience in operating a hotel; your efforts at local sales and marketing; and the level of customer service provided by you and your staff to guests of the Hotel. Except as specifically included in this Agreement, no representations or promises, express or implied, have been made by us or any of our officers, directors, employees, brokers, or representatives, to induce you to enter into this Agreement. No employee, officer, director, broker or representative of ours is authorized to do otherwise.

(ii) You acknowledge that, in all of your dealings with our owners, officers, directors, employees, and representatives, such individuals act only in their representative capacity and not in an individual capacity. You further acknowledge that this Agreement and all business dealings between you and such individuals as a result of this Agreement are solely between you and us.

(e) **Further Assurances.** You also represent and warrant that:

(i) If you are an entity, you are duly organized or formed, validly existing, and in good standing under the laws of your state of incorporation or formation;

(ii) If you are an entity, you have been duly authorized by all requisite corporate or other entity governance action to execute this Agreement, and to operate the Hotel at the Property;

(iii) If you are an entity, the person(s) who executed this Agreement on your behalf was duly authorized to do so;

(iv) This Agreement constitutes the legal, valid and binding obligation of you, enforceable against you in accordance with the terms of this Agreement;

(v) You either have a valid enforceable leasehold interest in the Property or you own the Property in fee simple and are in lawful possession of the Property;

(vi) You (or any legal entity that you own) are not party to any agreement with any third-party, which grants you (or any legal entity that you own) the right to operate a business at the Property under a brand or trademark or service mark other than the Proprietary Marks, except for any lease that you may have previously entered into to obtain the rights to occupy the Property;

(vii) All statements made by you (or your owners) in the application you submitted to us for this Agreement and all other documents and information you submitted to us are true, correct and complete as of the date you signed this Agreement and that you will continue to update such documents and information so that they are always true, correct and complete; and

(viii) If you are converting an existing hotel to a hotel that will be operated under the Brand, you represent and warrant to us that your execution of this Agreement and conversion of your existing hotel to a Hotel will not violate or constitute a breach of any of your, your affiliates' or owners' obligations, covenants or agreement to or with any third-party.

From time to time during the Term, upon our request, you shall duly execute, acknowledge and deliver all such further instruments and documents we request to demonstrate that each of the foregoing representations was accurate at the time such further assurance is provided, including without limitation, delivering a copy of your current lease agreement, deed, and/or governing documents.

#### 14. **General Provisions.**

(a) **Indemnification.** You must indemnify us, our current and former parents, subsidiaries and affiliates, and our and their current and former respective officers, directors, owners (direct and indirect), employees, representatives, agents, successors and assigns (each, an "Indemnified Party") for all damages any of those parties suffers and costs (including enforcement costs) any of those parties incur relating in any manner to your ownership or operation of your Hotel, including without limitation, any claims arising in connection with the accessibility descriptions of your Hotel, as required under Section 8.(d), or as a result of your breach of any of the representations and warranties provided in Section 13 of this Agreement. Notwithstanding the expiration or sooner termination of this Agreement, this indemnity will continue in full force and effect. Each Indemnified Party may, in its discretion and at your expense, control the defense of any claim against it (including choosing and retaining its own legal counsel), agree to settlements of claims against it, and take any other remedial, corrective, or other actions in response to such claims.

(b) **Independent Status.** This Agreement does not create a fiduciary relationship between you and us. You are an independent contractor. Unless expressly provided to the contrary, nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose whatsoever. You will take such affirmative action as we request to disclose to the public that you are independent from us, including displaying signage at your front desk that identifies the name of the owner or operator of the Hotel and that you operate it under a license from us, which signage must conform to our Brand Standards.

(c) **Amendments; Binding Effect; Survival.** The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought and making specific reference to this Agreement. This Section 14.(c) is subject to the terms of Section 9.(c)(i) and 14.(f). All of the terms and provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by the parties and their respective legal representatives, heirs, successors, and permitted assigns. All our and your respective obligations that expressly or by their nature survive the expiration or sooner termination of this Agreement continue in full force and effect subsequent to and notwithstanding its expiration or termination.

(d) **No Disparagement.** Both during and after the Term, you and your owners agree not to: (i) subject us or our affiliates or any of our or their respective officers, directors, stockholders, employees, or representatives, any other Americas Best Value Inn-branded hotels or their owners or franchisees of the Network Brands, any aspect of the Brand or the Network Brands, or any other of our brand concepts or



those of our affiliates, to ridicule, scandal, reproach, scorn, or indignity, (ii) disparage or negatively impact the goodwill of the Brand or the Network Brands, or (iii) take any action that would constitute an act of moral turpitude.

(e) **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed delivered: (i) on the date delivered if by personal delivery; (ii) on the date of transmission if by e-mail (as long as the sender confirms the e-mail by delivering an original confirmation copy by mail or expedited delivery service, in accordance with this Section 14.(e), within three days after transmission); (iii) on the next business day after being placed in the hands of a nationally-recognized commercial courier service for next business day delivery; or (iv) on the date upon which the return receipt is signed or delivery is refused if mailed by registered or certified mail (postage prepaid), return receipt requested. Each notice must be addressed to the appropriate party at its address set forth below its signature or to such other address as that party may designate by notice complying with the terms of this Section 14.(e). For any notice that we send to you via a nationally-recognized commercial courier service in accordance with this Section 14.(e), we may require you to reimburse us for shipping expenses.

(f) **Severability; Waivers.** If it turns out that a particular term is not enforceable, this will not affect any other term, and we may, at our discretion, modify any unenforceable term to the extent required to be valid and enforceable. If you do not comply with the terms of this Agreement, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

(g) **Governing Law; Venue and Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any related agreement, and all transactions contemplated by this Agreement and any related agreement, as well as our offer, sale, or negotiation of a franchise under the Brand or the relationship of the parties arising from the franchise or from entering this Agreement, are governed by, and must be construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws principles. NOTWITHSTANDING THE FOREGOING, ANY STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES, OR SIMILAR INTERESTS OR GOVERNING THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES TO THIS AGREEMENT, OR BETWEEN US AND YOUR GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. Any claims, controversies, disputes or actions must be brought in the federal court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts); provided, that, if the federal court lacks jurisdiction, then such claims, controversies, disputes or actions must be brought in the state court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts), unless otherwise mutually agreed by the parties. You irrevocably submit to the jurisdiction of such courts and waive any objection you might have to either the jurisdiction of or venue in such courts. However, with respect to any action for injunctive relief, the parties may bring such action in any court of competent jurisdiction.

(h) **Attorneys' Fees and Expenses.** The prevailing party in any legal action or other proceeding will recover from the non-prevailing party all fees, costs and expenses (including reasonable attorneys' fees and costs through all trial and appellate levels and proceedings). If we are required to engage legal counsel or other professionals in connection with any failure by you to pay when due any monies owed under this Agreement or submit when due any reports, information or supporting records, or in connection with any failure to comply with this Agreement, you will reimburse us on demand for all of the above-listed costs and expenses we incur, whether or not a legal action or other proceeding is initiated.

(i) **Waiver of Exemplary and Punitive Damages.** Except for your obligations to indemnify us for third-party claims under Section 14.(a), we and you (and your owners) waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the

event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

(j) **Jury Waiver.** THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES.

(k) **Class Action Bar and Limitations of Claims.** The parties agree that claims of any other party or parties shall not be joined with any claims asserted in any action or proceeding between you and us. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Except for claims arising from your non-payment or underpayment of amounts owed us pursuant to this Agreement, any and all claims arising out of or relating to this Agreement or our relationship with you as franchisor and franchisee are barred unless a judicial or arbitration proceeding, as applicable, is commenced in accordance with this Agreement within one year after the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims. You and we are bound by the provisions of any limitation period of time in which claims must be brought under the previous sentence or applicable law, whichever expires earlier.

(l) **Consents, Authorization, Approvals or Other Satisfaction.** Whenever our consent, authorization, approval, or other satisfaction (collectively, “**Approval**”) is required under this Agreement, unless such Approval is in writing and signed by a duly authorized executive officer, such Approval is not binding upon us. Our Approval, whenever required, may be withheld if any default by you exists under this Agreement. Further, any Approval provided by us under or arising out of this Agreement is an expression only that our minimum requirements for us to grant it have been met, or waived, at our discretion, nothing more. Additionally, you will not claim that the provision or withholding of any Approval by us imposes any liability on us.

(m) **Entire Agreement.** This Agreement (together with its exhibits and schedules) represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings, and representations, if any, made by and between the parties. Nothing in this Agreement or any related agreement, however, is intended to disclaim the express representations we made in the FDD that we furnished to you.

(n) **Third Parties; Limited Power of Attorney.** The terms of this Agreement control the relationship between you and us. Except as provided in this Agreement, they do not create any third-party beneficiary rights. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that each of their respective owners, officers, directors, employees, agents, attorneys and other representatives are third-party beneficiaries of the provisions of Section 13.(d), 14.(a), 14.(g), 14.(h), 14.(i), 14.(j) and 14.(k). You hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney-in-fact to effectuate any Brand Franchisee-approved initiatives (for example, merchant programs).

(o) **Owner Guaranty.** Each person with a 20% or greater beneficial or legal ownership interest in you will execute a guaranty in the form we prescribe, undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us, as any of the foregoing may be amended from time to time.

(p) **Management Company.** If the Hotel will be managed by a management company (the “**Management Company**”), the Management Company will sign the Management Company Joinder to this Agreement. By doing so, the Management Company agrees that it is bound by all of the terms of this Agreement as if it were you under this Agreement and agrees that it is jointly and severally liable with you for all your obligations under this Agreement, except with respect to the actual payments of any amounts due to any third parties, our affiliates or pursuant to this Agreement. You must obtain our prior written

consent to any change of the Management Company or if you wish to engage a Management Company after the Agreement Date, which consent may be withheld in our sole discretion, and will be subject to the proposed Management Company demonstrating the capability to manage your Hotel pursuant to this Agreement and the Brand Standards. In the event we approve a change in the Management Company, the new Management Company must execute the Management Company Joinder to this Agreement.

(q) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Confirmation of execution by scanned and e-mailed, or electronically signed and verified, signature page is binding upon any party to such confirmation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Agreement Date.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\*Date: \_\_\_\_\_

\*(Agreement Date of this Agreement)

Address: Two Newton Place  
255 Washington Street  
Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: [development@sonesta.com](mailto:development@sonesta.com)

YOU:

Sign here if you are an **INDIVIDUAL(S)**

(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a

**CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_

**Signature**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

**Management Company Joinder**

The party signing below is the Management Company and agrees that it is jointly and severally liable with you for the timely and complete performance of all your obligations under this Agreement, except with respect to the actual payment of any amounts due to any third parties, our affiliates or us pursuant to this Agreement (however, the Management Company will be obligated to ensure that such payments are made by you), as it may be modified from time to time (with or without the Management Company's consent), and is bound by all the terms of this Agreement as if it were you under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Joinder as of the Agreement Date.

**MANAGEMENT COMPANY:**

\_\_\_\_\_  
**[Management Company Name]**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule 5.(f)**  
**Booking Fees**

By Reservation Channel:

- Corporate website and mobile: \$2.75 per reservation
- Call Center/Voice: \$7.00 per reservation
- IDS (Internet Distribution System): \$4.00 per reservation
- GDS (Sabre/Galileo-Apollo/Worldspan/Amadeus/Pegasus): \$8.00 per reservation
- Direct Connect (if used by Hotel): \$3.95 per reservation
- Consortia or travel management company: the listing fee or a \$3.50 per room night transaction fee for all reservations generated through consortia or travel management companies (plus applicable commission)
- Corporate Account Support Subscription and Services Fee: \$20 per request for proposal (RFP)
- Travel Agency Commission Settlement Fees: Up to \$0.85 per financial transaction (completed booking with a commission due to an agency) and up to \$0.10 for non-financial transactions (a booking representing a non-commissionable rate, net rate, cancellation or no-show).

\*These booking fees are subject to change as third-party fees change, and such reservation and booking fees will be charged for cancelled reservations unless they are cancelled through the same channel in which they were made.

Sch. 5.(f)

## Schedule 8.(i)

### Insurance Requirements

(a) **Types and Amounts of Coverage.** Throughout the Term, you will maintain such types of insurance in such amounts as we may require. Such insurance is in addition to any other insurance that may be required by applicable law, your landlord, your mortgagee, or otherwise. At a minimum, such policies shall include the following (liability limits for primary and excess/umbrella policies may be in any combination as long as the total minimum limit requirements are met):

(i) Commercial general liability (“**CGL**”) insurance for any claims or losses arising or resulting from the operations/premises of the Property with limits of not less than \$1,000,000 per occurrence and a general aggregate limit not less than \$3,000,000; limits shall apply on a per location aggregate basis if Property is insured under a blanket policy;

(ii) Property/all risk and contents insurance (or builder’s risk insurance during any period of construction) on all building(s) and contents against loss or damage by fire, lightning and all other risks associated and covered by the “all risks” policy form, all in an amount not less than 90% of the replacement cost;

(iii) Boiler & machinery insurance against loss or damage from explosion of boilers or pressure vessels to the extent applicable;

(iv) Business interruption insurance covering at least 12 months loss of profits and necessary continuing expenses for interruptions caused by a covered occurrence;

(v) Workers’ compensation insurance in statutory amounts for all your employees and employer’s liability insurance in amounts not less than \$1,000,000 per accident/disease;

(vi) Liquor liability (applicable only when or if you distribute, sell, serve, or furnish alcoholic beverages) with limits of not less than \$1,000,000 per occurrence; limits shall apply on a per location aggregate basis if Property is insured under a blanket policy;

(vii) Automobile liability insurance including owned, non-owned and hired vehicles for combined single limits of bodily injury and property damage of not less than \$1,000,000 per occurrence and a general aggregate limit not less than \$3,000,000; and

(viii) Garage-keeper’s liability to the extent that Property operations include parking operations, with a limit adequate to cover the full actual value of all automobiles that are in your care, custody, and control at any one time.

Additionally, we strongly recommend that you carry employment practices liability insurance, cyber liability insurance, and crime insurance that covers employee dishonesty.

(b) **Insurance Requirements.** Each of the insurance policies must: (i) be written by an insurance company with a Best rating of “A” or better as rated in the most recent edition of Best’s Insurance Reports or comparable publication; (ii) to the extent legally permissible, name us, our affiliates, and our and their respective officers, directors and employees as additional named insureds and loss payees for all liability coverage policies; (iii) provide that the coverages will be primary and that any insurance carried by us will be excess and non-contributory; and (iv) provide that all coverages afforded to us (and our affiliates) will be coextensive with the coverage provided to you or any named insured on such policy, and any language in such policy that purports to limit the coverage available to us (and our affiliates) will be deemed deleted as to us (and our affiliates). We periodically may change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, including excess liability insurance. All insurance may be effected under policies of blanket insurance which cover your other properties and affiliates so long as such blanket insurance satisfies our requirements, as they periodically are modified. Our requirements for minimum insurance coverage are not representations or warranties of any kind that such coverage is sufficient for your Hotel’s operations. Such requirements represent only the

Sch. 8.(I)

minimum coverage that we deem acceptable to protect our interests. It is your sole responsibility to obtain insurance coverage for your Hotel that you deem appropriate, based on your own independent investigation. We are not responsible if you sustain losses that exceed your insurance coverage under any circumstances. Additionally, no insurance coverage that you or any other party maintains will be deemed a substitute for your indemnification obligations to us or affiliates under this Agreement.

(c) **Evidence of Insurance.** Within 10 days of the Agreement Date, and in any event, prior to opening your Hotel as an Americas Best Value Inn-branded hotel, you must provide us certificates of insurance showing compliance with the insurance requirements. The certificate of insurance must include a statement that the policies will not be canceled without at least 30 days' prior written notice to us. Upon our request, you must supply us with copies of all insurance policies and proof of payment. You also must deliver renewal certificates to us not less than 10 days prior to each insurance policy's renewal date.

(d) **Your Failure to Maintain Insurance.** If, for any reason, you fail to procure or maintain the insurance we periodically prescribe, we have the right (but not the duty) to procure such insurance for you. We may procure less than the amount of insurance required by this Agreement and will not be liable to you if the amount we procure is insufficient to cover your risks. If we do procure such insurance, we will charge the cost of such insurance to you. Upon demand, you will immediately pay us such charges, plus a reasonable fee for our expenses in so acting (currently \$500 per month). The insurance maintained by us does not in any way limit or affect your obligation to procure and maintain the types and amounts of policies we periodically require. Further, our performance of your obligations will not relieve you of liability under the indemnity provisions set forth in this Agreement, nor will it act as a waiver of any other remedies available to us as a result of such default.

Sch. 8.(l)



**Schedule 9**  
**Proprietary Property**

(a) **Your Use of the Proprietary Property.** Both during and after the Term:

- (i) You will use the Proprietary Property only in connection with operating the Hotel at the Property;
- (ii) You will use the Proprietary Marks as the sole service mark identifications for the Hotel and prominently display the Proprietary Marks on or in connection with all materials we designate, and only in the manner we prescribe;
- (iii) You will not use the Proprietary Property as security for any obligation or indebtedness or in any manner encumber it;
- (iv) You will not use the Proprietary Marks as part of your corporate, partnership, limited liability company or other legal name;
- (v) You will not use or attempt to register any other trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Proprietary Marks, or any mark with phonetic or graphic similarity to the Proprietary Marks;
- (vi) You will comply with our instructions concerning filing and maintaining the requisite fictitious, trade, or assumed-name registrations for the Proprietary Marks, and execute any documents we deem reasonably necessary to obtain protection for the Proprietary Property and our interest in the Proprietary Property; and
- (vii) You will exercise caution when using our Proprietary Property to ensure that the Proprietary Property is not jeopardized in any manner.

(b) **Infringement by You.** Any use of the Proprietary Property not in strict accordance with, or outside the scope of, this Agreement, without our prior written consent, infringes our rights in the Proprietary Property. Both during and after the Term, you will not, directly or indirectly, infringe or contest or aid in contesting the validity of, or our rights in or to, the Proprietary Property, or take any other action in derogation of such rights.

(c) **Claims Against the Proprietary Property.** In the event of any claim of infringement, unfair competition, or other challenge to your right to use any Proprietary Property, or in the event you become aware of any use of, or claims to, any Proprietary Property by any person other than our Brand Franchisees or us, you will notify us in writing no later than seven business days thereafter.

(d) **Our Right to Modify the Proprietary Marks.** If, at any time, at our discretion, it becomes advisable to modify or discontinue the use of any Proprietary Mark or use one or more additional or substitute names or marks you will do so at your sole expense within 30 days of our request.

(e) **Ownership; Inurement Solely to Us.** Except as expressly granted in this Agreement, you have no ownership or other rights in the Proprietary Property. We are the owner, or authorized licensee, of the Proprietary Property. All goodwill associated with the Proprietary Property and the Hotel inures directly and exclusively to our (or our licensor's) benefit.

## Schedule 12

### Your Obligations Upon Termination or Expiration of the Franchise Agreement

In addition to your payment obligations under Section 12 of the Agreement, upon the expiration or sooner termination of the Agreement you will also comply with the following obligations:

(a) **Cease Operations.** You will immediately cease operating the Hotel under the Brand. You will not, directly or indirectly: (a) use any of the Proprietary Property; (b) represent yourself as a present or former Brand Franchisee; or (c) in any other way affiliate or associate yourself with the Brand. You will immediately cease all use of the Proprietary Marks and will de-identify the Property, including as required by paragraph b. of this Schedule 12, the Brand Manual and as we otherwise designate in writing. You will immediately cease using or operating any Online Presence related to the Hotel or the Network Marks, and take any action as may be required to disable such Online Presence, or transfer exclusive control and access of such Online Presence to us, as we determine at our sole discretion. You hereby appoint us as your true and lawful attorney-in-fact to take such actions and execute such documents on your behalf as may be required to effect the foregoing purposes. You will comply with all other Brand Standards we periodically establish (and all applicable laws) in connection with the de-identification of the Hotel, including as relates to disposing of Personal Information, in any form, in your possession or the possession of your employees. Notwithstanding the foregoing, you will honor any advance reservations, including group bookings, made prior to the termination date at the rates and on the terms established when the reservations were made and pay when due all related commissions, booking fees, and other charges associated therewith.

(b) **Distinguishing Operations.** In the manner we specify, you will immediately remove all identifying architectural superstructure and signage on or about the Property bearing our name or logos or any other of the Proprietary Marks, and otherwise cease and terminate all representations of affiliation with the Brand. Upon request, you will hold for delivery to us, at your expense, all such property belonging to us. Until the time of its removal, any signage that you cannot remove within one business day of the expiration or termination of this Agreement must be completely covered (by you and at your expense) in such a manner that our Proprietary Property is not visible whether the sign lighting is on or off. Until all modifications and alterations required by this paragraph are completed, you will: (i) maintain a conspicuous sign, in the form we specify, at the Property stating that your facilities are no longer associated with our Brand; and (ii) advise all guests or prospective guests telephoning your business that you and your business are no longer associated with our Brand. If you fail or refuse to comply with the requirements of this paragraph, we may enter upon the Property to make, or cause to be made, the required modifications, alterations, and changes. We do so at your expense, without responsibility for any actual or consequential damages to the property of you or others, and without liability for trespass or other tort or criminal act.

(c) **Return of Materials.** At your expense, you will, at our direction, immediately return to us or destroy all tangible and intangible Proprietary Property (together with all copies and any other forms of reproductions of such materials) in your possession or control.

## Exhibit A

### New Construction Rider to Americas Best Value Inn Franchise Agreement

This New Construction Rider (“**Rider**”) is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between SONESTA RL HOTELS FRANCHISING INC. (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_ (“**you**”). This Rider is attached to, and intended to be part of, the Franchise Agreement that we and you executed concurrently herewith (the “**Franchise Agreement**”). This Rider modifies the Franchise Agreement to the extent necessary to reflect that you will construct a hotel at the Property to conform to the Brand Standards. All capitalized terms used but not defined in this Rider have the meanings set forth in the Franchise Agreement.

*The following is added to the end of Section 8.(a)(i) of the Franchise Agreement:*

If requested by us, you must submit design and construction documents to us for our approval. If requested by us, you must arrange for our affiliates or us to participate in progress meetings during the development and construction of your hotel or inn; to have access to all contract and construction documents for the Property during reasonable hours to inspect the Property and its construction, completion, furnishing, and equipment for compliance with our Brand Standards; to assess the progress that is being made; and, if we believe it appropriate, to provide suggestions. Our participation and any feedback we may provide is not a representation of the adequacy of the plans or specifications, the structural integrity of the facility, nor the sufficiency of the mechanical, electrical, or other systems for the hotel or inn.

Our review of your design development documents is for compliance with our Brand Standards only. We may charge you an hourly fee (five hours minimum) to review your design development documents. It is your responsibility to comply with all local, state, and federal code (and other) requirements applicable to the construction of your hotel. If we do not approve the preliminary drawings or any other set of drawings or specifications, we may provide your architect and you with reasonable recommendations for incorporation into the plans, drawings, or specifications, as applicable.

You must commence construction of your Hotel within 12 months of the Agreement Date.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

The parties are executing this Rider on the date set forth in the first paragraph of this Rider.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street  
Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department  
E-mail: [development@sonesta.com](mailto:development@sonesta.com)

YOU:

Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**EXHIBIT C**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

## Guaranty and Assumption of Obligations

THIS DOCUMENT AFFECTS AND WAIVES IMPORTANT RIGHTS OF THE PERSONS AND ENTITIES SIGNING IT.

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS IS GIVEN as of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "**Guarantor**").

1. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date [, that certain Initial Fee Promissory Note of even date and that certain Development Incentive Promissory Note of even date] (each as amended, modified, restated or supplemented from time to time, collectively the "**Agreement(s)**") by Sonesta RL Hotels Franchising Inc. (the "**Franchisor**"), and \_\_\_\_\_ ("**Franchisee**"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement(s) and as provided in the Agreement(s), that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement(s); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement(s), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

2. Guarantor hereby waives the rights or benefits otherwise provided to sureties or guarantors under any state or federal law. For the avoidance of doubt, each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (d) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability. This Guaranty is absolute and unconditional.

3. Guarantor hereby consents and agrees that:

(a) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and any other guarantors of Franchisee;

(b) Guarantor shall render any payment or performance required under the Agreement(s) upon demand if Franchisee fails or refuses punctually to do so;

(c) Guarantor's liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of each Agreement;

(d) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement(s) by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner

whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(e) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed;

(f) Franchisor and Franchisee may modify the Agreement(s) without Guarantor's consent; and

(g) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

4. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), this Guaranty and the relationship created by this Guaranty are governed by, and must be construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws principles. Any claims, controversies, disputes or actions must be brought in the federal court nearest to Franchisor's or, as applicable, its successor's or assign's then current principal place of business (currently, Newton, Massachusetts); provided, that, if the federal court lacks jurisdiction, then such claims, controversies, disputes or actions must be brought in state court nearest to Franchisor's or, as applicable, its successor's or assign's then current principal place of business (currently, Newton, Massachusetts), unless otherwise mutually agreed by the parties. Guarantor irrevocably submits to the jurisdiction of such courts and waives any objection he/she might have to either the jurisdiction of or venue in such courts. However, with respect to any action for injunctive relief, the parties may bring such action in any court of competent jurisdiction.

5. Guarantor acknowledges and agrees that no failure or delay on Franchisor's part in exercising any power or privilege hereunder will impair any such power, right, or privilege or be construed as a waiver of or acquiescence therein.

6. Guarantor acknowledges that Guarantor has had the opportunity to review the matters discussed and contemplated by the Agreement(s), including the remedies Franchisor may pursue against Franchisee in the event of a default under the Agreement(s) and Franchisee's financial condition and ability to perform under the Agreement(s). Guarantor further agrees to keep Franchisor fully informed on all aspects of Franchisee's financial condition and the performance of Franchisee's obligations to Franchisor, and acknowledges and agrees that Franchisor has no duty to disclose to Guarantor any information pertaining to Franchisee.

7. Upon Franchisor's request, Guarantor agrees to promptly deliver to Franchisor complete and current financial statements and tax returns and such other financial information about Guarantor as Franchisor may reasonably request.

8. No terms or provisions of this Guaranty may be changed, waived, revoked, or amended without Franchisor's prior written consent. Should any provision of this Guaranty be

determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective. This Guaranty embodies the entire agreement among the parties hereto with respect to the matters set forth herein and supersedes all prior agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parole or extrinsic evidence of any nature will be used to supplement, modify, or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guaranty.

9. GUARANTOR HEREBY WAIVES HIS/HER RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS GUARANTY, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES ARISING UNDER THIS GUARANTY.

10. Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholder or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

11. Miscellaneous.

(a) If there is more than one Guarantor named herein, any reference to Guarantor will mean any one and all of them and the singular will include the plural.

(b) Each Guarantor hereby 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 Guarantor and any other persons or entities.

(c) Franchisor may assign this Guaranty and the Agreement(s) without in any way affecting Guarantor's liability. This Guaranty will inure to the benefit of Franchisor and its successors and assigns and will bind Guarantor and Guarantor's heirs, executors, administrators, successors, and assigns.

(d) Any notices to be made hereunder will be in writing and will be effective on the earlier of (i) the day it is personally delivered; (ii) on the next business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or (iii) the third business day after it is sent by first class or certified mail. Notices to Franchisor must be sent to Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458, Attn: General Counsel, or such other address of which Guarantor has been notified. Notices to Guarantor will be sent to the address designated below for each Guarantor, or such other address of which Franchisor has been notified.

(e) If Guarantor is a partnership, limited liability company, or other unincorporated association, its liability will not be affected by changes in the name of the entity or in its membership.



THE UNDERSIGNED GUARANTOR ACKNOWLEDGES THAT HE/SHE WAS AFFORDED THE OPPORTUNITY TO READ THIS DOCUMENT CAREFULLY AND TO REVIEW IT WITH AN ATTORNEY OF HIS/HER CHOICE BEFORE SIGNING IT. GUARANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

*(Remainder of page intentionally blank)*

IN WITNESS WHEREOF, Guarantors has executed this Guaranty effective as of the date first written above.

**GUARANTOR(S)**

**PERCENTAGE OWNERSHIP IN  
FRANCHISEE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_  
SSN: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_  
SSN: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_  
SSN: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_  
SSN: \_\_\_\_\_

**EXHIBIT D**

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BEST VALUE INN

CANADAS  
BEST VALUE INN

# BRAND STANDARDS MANUAL

2022



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**EXHIBIT E-1**

**INITIAL FEE PROMISSORY NOTE**

INITIAL FEE PROMISSORY NOTE

\$ \_\_\_\_\_

Newton, Massachusetts  
\_\_\_\_\_, 202\_\_

FOR VALUE RECEIVED, the undersigned, [ \_\_\_\_\_ ] (the "Maker"), with its principal offices located at [ \_\_\_\_\_ ], promises to pay Sonesta RL Hotels Franchising Inc., a Washington corporation (the "Holder"), with its principal office located at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458, or such other place as the Holder may designate in writing, the principal sum of [ \_\_\_\_\_ ] (\$ \_\_\_\_\_) pursuant to that certain franchise agreement between the Maker and the Holder (the "Agreement") pertaining to the hotel located at [ \_\_\_\_\_ ] (the "Hotel"), which amount shall bear no interest unless and until an event of Default (as defined in Section 4, below). The capitalized terms not defined in this Initial Fee Promissory Note (the "Note") shall have the meanings given to them in the Agreement.

1. Background. Provided Maker is in compliance with the terms and conditions of the Agreement, and all required parties have executed a personal guaranty in a form acceptable to Holder, Holder has agreed to lend the principal amount to the Maker to cover a portion of the Initial Fee due under the Agreement.

2. Repayment Terms[; Forgiveness of Debt]. Maker shall pay Holder equal monthly payments in the amount of [\$ \_\_\_\_\_] for [\_\_] months on or before the [\_\_\_\_] day of each month. The entire principal amount of this Note must be paid no later than [\_\_\_\_\_]. [Notwithstanding the foregoing, provided no Default (defined below) has occurred, [\_\_\_\_\_] percent (\_\_\_\_%) of the original principal amount will be forgiven without payment on \_\_\_\_\_. The Maker's obligation to repay the principal of this Note will cease and this Note will be canceled and discharged if and when the principal is completely paid and/or forgiven. Maker shall be solely responsible for the tax consequences, if any, of any debt forgiveness, and a Form 1099-C, Cancellation of Debt, may be filed by the Holder with the Internal Revenue Service, with a copy provided to the Maker.]

3. Prepayment. At Maker's option, this Note may be prepaid in whole or in part, without penalty. Any partial prepayment shall not extend, postpone or change the due dates of the installment payments required by Section 2 or change the amounts thereof.

4. Default.

a. The occurrence of any one or more of the following events (regardless of whether Maker is notified of or cures such conditions) shall constitute a "Default" under this Note: (i) the Maker's failure to observe or perform any covenant, condition or agreement under the terms of this Note or under the terms of the Agreement, or any other obligation of the Maker to the Holder; (ii) any representation or warranty made in connection with this Note, your application, the Agreement, or in any report or other information later submitted to the Holder that is, in the Holder's opinion, false, misleading or incorrect in any material respect; (iii) for any reason, the Agreement terminates or is otherwise rendered ineffective; (iv) Maker's breach of the Agreement; (v) all or any portion of the Hotel, any interest (including a leasehold or subleasehold interest) in the Hotel (including an ownership interest in any entity that owns or leases the Hotel), or any interest in this Note is transferred or conveyed, whether directly or indirectly, or the Maker enters into any contractual arrangement or understanding to transfer or convey all or any portion of the Hotel, any interest (including a leasehold interest) in the Hotel (including an ownership interest in any entity that owns or leases the Hotel), or any interest in this Note; (vi) the filing of any insolvency or bankruptcy proceeding by or against any Maker or the appointment of a receiver for any Maker or any of the Maker's assets; (vii) any ownership interest of the Maker is transferred or conveyed, whether directly or indirectly, or an owner of the Maker enters into an agreement or understanding for such a transfer or



conveyance; and (viii) any of the events described in subsections (iv), (v), (vi) or (vii) occur with respect to any Affiliate of the Maker that is a party to an agreement with the Holder.

b. If a Default occurs, the Default Amount (as defined below) will immediately become due and payable by the Maker to the Holder without notice to the Maker, guarantors, or any other person or entity. The "Default Amount" means the original principal amount less any amounts Maker has repaid to Holder, or Holder has forgiven, as of the date of Default.

c. Interest will accrue on the Default Amount commencing on the 15th calendar day after the date of Default, at the rate equal to the lower of 1.5% per month or the highest amount permitted by applicable law.

d. The following provisions are applicable upon the occurrence of a Default: (i) the Maker will pay the Holder all expenses, costs and attorneys' fees that the Holder incurs in connection with the Holder's collection of any monies due under this Note or for the enforcement of any right under this Note or under any other agreement related to the loan evidenced by this Note; and (ii) the Holder may exercise any or all other rights, powers and remedies provided for in the Agreement, or now or later existing at law or in equity or by statute or otherwise.

e. The Maker waives demand, presentment for payment, protest and notice of dishonor, and all notices of every kind, and agrees that at any time and from time to time and with or without consideration, the Holder may, without notice to or further consent of the Maker or any guarantors and without in any manner releasing, lessening, or affecting the obligations of any of them: (i) release, surrender, waive, add, substitute, settle, exchange, compromise, modify, extend, or grant indulgences with respect to this Note; and (ii) grant any extension or other postponements of the time of payment of this Note. To the extent permitted by applicable law, the defense of the statute of limitations is hereby waived by the Maker.

## 5. General.

a. Each right, power and remedy of the Holder as provided for in this Note or now or hereinafter existing at law or in equity or by statute or otherwise is cumulative and concurrent and is in addition to every other right, power or remedy, and the Holder's exercise or beginning of exercise of any one or more of these rights, powers or remedies will not preclude the Holder's simultaneous or later exercise of any or all of these other rights, powers or remedies.

b. At Holder's request and at Maker's expense, Maker shall execute, acknowledge, and deliver all other instruments and perform all other acts necessary, desirable, or proper to carry out the purposes of and to effectuate the enforceability of this Note.

c. No failure or delay by the Holder to insist on the strict performance of any term of this Note or to exercise any right, power or remedy upon the occurrence of a Default or any other breach of this Note, is a waiver of any term or agreement or of any breach, or precludes the Holder from exercising any right, power or remedy at any later time unless in writing. If the Holder accepts any payment after its due date, this act will not be a waiver of the Holder's right to receive timely payment of all other amounts or to declare a default for the failure to make any other payment when due. Any partial payments under this Note may be applied to pay interest, the principal amount, the Default Amount or costs as the Holder, in its sole discretion determines. No amendment to or modification of this Note shall be binding on the Holder unless in writing and signed by the Holder.

d. If any provision (or any part of any provision) in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision (or remaining part of the affected provision) of this Note, and this Note will be construed as if the invalid, illegal or unenforceable provision (or part of this Note) had never been contained in this Note but only to the extent it is invalid, illegal or unenforceable.

e. As used in this Note, the term "Holder" shall include any subsequent holder of or participant in this Note. The Holder may assign this Note in whole or in part. The Holder may make available to any proposed assignee or participant all credit and financial data with respect to the Maker as may be in the possession of the Holder. The Maker agrees to provide any additional information that any proposed assignee or participant may reasonably request.

f. This Note is being delivered in, is intended to be performed in, shall be construed and interpreted in accordance with, and be governed by the internal laws of, the Commonwealth of Massachusetts, without regard to principles of conflict of laws. Any legal action necessary to enforce the terms of this Note may be brought by the Holder in the Commonwealth of Massachusetts and the Maker hereby submits to the jurisdiction of any federal or state court in the Commonwealth of Massachusetts. Any default under the terms of the Agreement or this Note shall be deemed a default of the Agreement and this Note and the Holder may pursue its remedies as available under the Agreement and this Note.

g. THE MAKER AND THE HOLDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE MAKER AND THE HOLDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS NOTE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE.

h. As used in this Note, the term, "including" means "including without limitation." The term "or" (as in "A or B") means "A or B or both."

In Witness Whereof, the Maker acknowledges and agrees to the terms of this Note as evidenced by its signature under seal as of the day and year first above written.

The repayment of the debt evidenced by this Note is personally guaranteed by [ \_\_\_\_\_ ] by virtue of a Personal Guaranty executed on even date herewith.

MAKER:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E-2**

**DEVELOPMENT INCENTIVE PROMISSORY NOTE**

DEVELOPMENT INCENTIVE PROMISSORY NOTE

\$ \_\_\_\_\_

Newton, Massachusetts  
\_\_\_\_\_, 202\_\_

FOR VALUE RECEIVED, the undersigned, [ \_\_\_\_\_ ] (the "Maker"), with its principal offices located at [ \_\_\_\_\_ ], promises to pay Sonesta RL Hotels Franchising Inc., a Washington corporation (the "Holder"), with its principal office located at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458, or such other place as the Holder may designate in writing, the principal sum of [ \_\_\_\_\_ ] (\$ \_\_\_\_\_) pursuant to that certain franchise agreement between the Maker and the Holder (the "Agreement") pertaining to the hotel located at [ \_\_\_\_\_ ] (the "Hotel"), which amount shall bear no interest unless and until an event of Default (as defined in Section 3, below). The capitalized terms not defined in this Development Incentive Promissory Note (the "Note") shall have the meanings given to them in the Agreement.

1. Background. Provided Maker is in compliance with the terms and conditions of the Agreement, and all required parties have executed a personal guaranty in a form acceptable to Holder, Holder has agreed to provide a financial contribution to Maker in the principal amount of this Note to assist Maker with the development or conversion of the Hotel to the Brand.

2. Repayment Terms; Forgiveness of Debt. After the principal amount is funded (within \_\_\_ days after the Opening Date), [ \_\_\_\_\_ ] percent (\_\_\_%) of the original principal amount will be forgiven without payment on each anniversary of the Opening Date, provided that no Default (defined below) has occurred under this Note and Maker is in full compliance with the Agreement and any other agreement between Maker and Holder or its affiliates. The Maker's obligation to repay the principal of this Note will cease and this Note will be canceled and discharged if and when the principal is completely forgiven. Maker shall be solely responsible for the tax consequences, if any, of any debt forgiveness, and a Form 1099-C, Cancellation of Debt, may be filed by the Holder with the Internal Revenue Service, with a copy provided to the Maker.

3. Default.

a. The occurrence of any one or more of the following events (regardless of whether Maker is notified of or cures such conditions) shall constitute a "Default" under this Note: (i) the Maker's failure to observe or perform any covenant, condition or agreement under the terms of this Note or under the terms of the Agreement, or any other obligation of the Maker to the Holder; (ii) any representation or warranty made in connection with this Note, your application, the Agreement, or in any report or other information later submitted to the Holder that is, in the Holder's opinion, false, misleading or incorrect in any material respect; (iii) for any reason, the Agreement terminates or is otherwise rendered ineffective; (iv) Maker's breach of the Agreement; (v) all or any portion of the Hotel, any interest (including a leasehold or subleasehold interest) in the Hotel (including an ownership interest in any entity that owns or leases the Hotel), or any interest in this Note is transferred or conveyed, whether directly or indirectly, or the Maker enters into any contractual arrangement or understanding to transfer or convey all or any portion of the Hotel, any interest (including a leasehold interest) in the Hotel (including an ownership interest in any entity that owns or leases the Hotel), or any interest in this Note; (vi) the filing of any insolvency or bankruptcy proceeding by or against any Maker or the appointment of a receiver for any Maker or any of the Maker's assets; (vii) any ownership interest of the Maker is transferred or conveyed, whether directly or indirectly, or an owner of the Maker enters into an agreement or understanding for such a transfer or conveyance; and (viii) any of the events described in subsections (iv), (v), (vi) or (vii) occur with respect to any Affiliate of the Maker that is a party to an agreement with the Holder.

b. If a Default occurs, the Default Amount (as defined below) will immediately become due and payable by the Maker to the Holder without notice to the Maker, guarantors, or any other person or entity. The "Default Amount" means the original principal amount less any amounts Maker has repaid to Holder, or Holder has forgiven, as of the date of Default.

c. Interest will accrue on the Default Amount commencing on the 15th calendar day after the date of Default, at the rate equal to the lower of 1.5% per month or the highest amount permitted by applicable law.

d. The following provisions are applicable upon the occurrence of a Default: (i) the Maker will pay the Holder all expenses, costs and attorneys' fees that the Holder incurs in connection with the Holder's collection of any monies due under this Note or for the enforcement of any right under this Note or under any other agreement related to the loan evidenced by this Note; and (ii) the Holder may exercise any or all other rights, powers and remedies provided for in the Agreement, or now or later existing at law or in equity or by statute or otherwise.

e. The Maker waives demand, presentment for payment, protest and notice of dishonor, and all notices of every kind, and agrees that at any time and from time to time and with or without consideration, the Holder may, without notice to or further consent of the Maker or any guarantors and without in any manner releasing, lessening, or affecting the obligations of any of them: (i) release, surrender, waive, add, substitute, settle, exchange, compromise, modify, extend, or grant indulgences with respect to this Note; and (ii) grant any extension or other postponements of the time of payment of this Note. To the extent permitted by applicable law, the defense of the statute of limitations is hereby waived by the Maker.

#### 4. General.

a. Each right, power and remedy of the Holder as provided for in this Note or now or hereinafter existing at law or in equity or by statute or otherwise is cumulative and concurrent and is in addition to every other right, power or remedy, and the Holder's exercise or beginning of exercise of any one or more of these rights, powers or remedies will not preclude the Holder's simultaneous or later exercise of any or all of these other rights, powers or remedies.

b. At Holder's request and at Maker's expense, Maker shall execute, acknowledge, and deliver all other instruments and perform all other acts necessary, desirable, or proper to carry out the purposes of and to effectuate the enforceability of this Note.

c. No failure or delay by the Holder to insist on the strict performance of any term of this Note or to exercise any right, power or remedy upon the occurrence of a Default or any other breach of this Note, is a waiver of any term or agreement or of any breach, or precludes the Holder from exercising any right, power or remedy at any later time unless in writing. If the Holder accepts any payment after its due date, this act will not be a waiver of the Holder's right to receive timely payment of all other amounts or to declare a default for the failure to make any other payment when due. Any partial payments under this Note may be applied to pay interest, the principal amount, the Default Amount or costs as the Holder, in its sole discretion determines. No amendment to or modification of this Note shall be binding on the Holder unless in writing and signed by the Holder.

d. If any provision (or any part of any provision) in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision (or remaining part of the affected provision) of this Note, and this Note will be construed as if the invalid, illegal or unenforceable provision (or part of this Note) had never been contained in this Note but only to the extent it is invalid, illegal or unenforceable.

e. As used in this Note, the term "Holder" shall include any subsequent holder of or participant in this Note. The Holder may assign this Note in whole or in part. The Holder may make available to

any proposed assignee or participant all credit and financial data with respect to the Maker as may be in the possession of the Holder. The Maker agrees to provide any additional information that any proposed assignee or participant may reasonably request.

f. This Note is being delivered in, is intended to be performed in, shall be construed and interpreted in accordance with, and be governed by the internal laws of, the Commonwealth of Massachusetts, without regard to principles of conflict of laws. Any legal action necessary to enforce the terms of this Note may be brought by the Holder in the Commonwealth of Massachusetts and the Maker hereby submits to the jurisdiction of any federal or state court in the Commonwealth of Massachusetts. Any default under the terms of the Agreement or this Note shall be deemed a default of the Agreement and this Note and the Holder may pursue its remedies as available under the Agreement and this Note.

g. THE MAKER AND THE HOLDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE MAKER AND THE HOLDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS NOTE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE.

h. As used in this Note, the term, "including" means "including without limitation." The term "or" (as in "A or B") means "A or B or both."

In Witness Whereof, the Maker acknowledges and agrees to the terms of this Note as evidenced by its signature under seal as of the day and year first above written.

The repayment of the debt evidenced by this Note is personally guaranteed by [ ] by virtue of a Personal Guaranty executed on even date herewith.

MAKER:

[ ]

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

## **REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

The purpose of this Statement is to demonstrate to Sonesta RL Hotels Franchising Inc. (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a Americas Best Value Inn® franchise to operate as a Americas Best Value Inn®-branded hotel is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

<p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>	<p>INITIAL:</p>
<p>I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days (10 business days in Michigan) before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p>	<p>INITIAL:</p>
<p>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</p>	<p>INITIAL:</p>
<p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</p>	<p>INITIAL:</p>
<p>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.</p>	<p>INITIAL:</p>



PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.

INITIAL:

Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success)?

Yes  No (Initial Here: \_\_\_\_)

If you selected "Yes," please describe the information you received on the lines below:

\_\_\_\_\_

**Prohibited Parties Clause.** I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department's List of Specially Designated Nationals;
2. the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department's Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

If the hotel that you will operate under the Americas Best Value Inn® is located in Maryland or if you are a resident of Maryland, the following shall apply:

Any acknowledgments or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[Signature page follows]

**FRANCHISEE:**

Sign here if you are taking the franchise as an  
**INDIVIDUAL(S)**  
**(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign here if you are taking the franchise as a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT G**  
**FINANCIAL STATEMENTS**

# **RED LION HOTELS CORPORATION**

## Financial Statements

For the years ended December 31, 2021 and 2020



## INDEPENDENT AUDITOR'S REPORT

Red Lion Hotels Corporation

### Opinion

We have audited the consolidated financial statements of Red Lion Hotels Corporation (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statements of comprehensive loss, shareholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Predecessor Auditor's Opinion on 2020 Financial Statements

The financial statements of the Company as of and for the year ended December 31, 2020 were audited by other auditors whose report, dated March 22, 2021, expressed an unmodified opinion on those statements.

### 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 for one year after the date that the financial statements are available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*Deloitte & Touche LLP*

March 24, 2022

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
(amounts in thousands, except share data)

	<u>Successor</u> <u>December 31,</u> <u>2021</u>	<u>Predecessor</u> <u>December 31,</u> <u>2020</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,443	\$ 34,221
Restricted cash	-	100
Accounts receivable, net	5,127	7,310
Notes receivable, net	135	455
Prepaid expenses and other current assets	<u>1,663</u>	<u>4,065</u>
Total current assets	8,368	46,151
Property and equipment, net	14,229	27,533
Intangible assets, net	21,690	35,303
Operating lease right of use assets	3,910	4,723
Goodwill	19,416	18,595
Due from related parties	26,297	-
Other long term assets	<u>1,471</u>	<u>2,491</u>
Total assets	<u>\$ 95,381</u>	<u>\$ 134,796</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 3,055	\$ 4,359
Accrued compensation	2,184	984
Accrued expenses and other current liabilities	1,547	3,585
Long-term debt, due within one year	-	5,594
Operating lease liabilities	<u>1,486</u>	<u>1,559</u>
Total current liabilities	8,272	16,081
Long term liabilities:		
Operating lease liabilities, net of current portion	3,310	4,479
Deferred income taxes	233	405
Other long-term liabilities	<u>713</u>	<u>571</u>
Total long term liabilities	<u>4,256</u>	<u>5,455</u>
Total liabilities	<u>12,528</u>	<u>21,536</u>
Commitments and contingencies (Note 9)		
RLH Corporation shareholders' equity:		
Common shares, \$0.01 par value; 50,000,000 shares authorized, 25,464,899 issued and outstanding	255	255
Additional paid in capital	87,652	179,831
Accumulated deficit	<u>(5,054)</u>	<u>(68,050)</u>
Total RLH Corporation shareholders' equity	82,853	112,036
Noncontrolling interest	<u>-</u>	<u>1,224</u>
Total shareholders' equity	<u>82,853</u>	<u>113,260</u>
Total liabilities and shareholders' equity	<u>\$ 95,381</u>	<u>\$ 134,796</u>

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

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
(dollars in thousands)

	<b>Successor</b>	<b>Predecessor</b>	
	<b>Period from March 17, 2021 to December 31, 2021</b>	<b>Period from January 1, 2021 to March 16, 2021</b>	<b>Year ended December 31, 2020</b>
Revenues:			
Franchise fees	\$ 12,575	\$ 2,818	\$ 15,103
System, reservation and marketing fees	17,849	3,659	20,010
Rewards program fees	323	87	460
Other fee revenue	2,100	488	3,452
Total fee revenue	32,847	7,052	39,025
Hotel operations	8,328	1,434	12,921
Total revenues	41,175	8,486	51,946
Operating costs and expenses:			
Sales and marketing	15,883	2,072	18,447
General, administrative and other	17,341	4,056	30,066
Hotel operations	8,048	1,900	14,445
Depreciation and amortization	3,485	1,630	9,663
Asset impairment	-	-	15,915
Loss (gain) on asset dispositions, net	-	152	(7,405)
Transaction and integration costs	1,429	3,657	4,583
Total operating costs and expenses	46,186	13,467	85,714
Operating loss	(5,011)	(4,981)	(33,768)
Interest expense	-	(46)	(641)
Loss on early retirement of debt	-	(2)	(1,309)
Other income and expenses, net	(4)	35	254
Loss before income tax expense	(5,015)	(4,994)	(35,464)
Income tax (expense) benefit	(39)	(9)	1,100
Net loss	(5,054)	(5,003)	(34,364)
Net loss attributable to noncontrolling interest	-	(203)	(3,189)
Net loss and comprehensive loss attributable to RLH Corporation	\$ (5,054)	\$ (4,800)	\$ (31,175)

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



**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(amounts in thousands, except share data)

<b>Predecessor</b>							
	<b>Number of Common Shares</b>	<b>Common Stock</b>	<b>Additional Paid In Capital</b>	<b>Accumulated Deficit</b>	<b>RLH Corporation Total Equity</b>	<b>Equity Attributable to Noncontrolling Interest</b>	<b>Total Equity</b>
<b>Balance at December 31, 2019</b>	25,148,005	\$ 251	\$ 181,608	\$ (36,875)	\$ 144,984	\$ 2,037	\$ 147,021
Net loss	-	-	-	(31,175)	(31,175)	(3,189)	(34,364)
Share based payment activity	316,894	4	599	-	603	-	603
Reclassification of noncontrolling interest	-	-	(2,376)	-	(2,376)	2,376	-
<b>Balance at December 31, 2020</b>	25,464,899	255	179,831	(68,050)	112,036	1,224	113,260
Net loss	-	-	-	(4,800)	(4,800)	(203)	(5,003)
Share based payment activity	-	-	168	-	168	-	168
<b>Balance at March 16, 2021</b>	25,464,899	\$ 255	\$ 179,999	\$ (72,850)	\$ 107,404	\$ 1,021	\$ 108,425
<b>Successor</b>							
	<b>Number of Common Shares</b>	<b>Common Stock</b>	<b>Additional Paid In Capital</b>	<b>Accumulated Deficit</b>	<b>RLH Corporation Total Equity</b>	<b>Equity Attributable to Noncontrolling Interest</b>	<b>Total Equity</b>
<b>Balance at March 17, 2021</b>	25,464,899	\$ 255	\$ 87,652	\$ -	\$ 87,907	\$ 877	\$ 88,784
Net loss	-	-	-	(5,054)	(5,054)	-	(5,054)
Distributions to noncontrolling interests	-	-	-	-	-	(877)	(877)
<b>Balance at December 31, 2021</b>	<u>25,464,899</u>	<u>\$ 255</u>	<u>\$ 87,652</u>	<u>\$ (5,054)</u>	<u>\$ 82,853</u>	<u>\$ -</u>	<u>\$ 82,853</u>

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

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(dollars in thousands)

	<b>Successor</b>	<b>Predecessor</b>	
	<b>Period from March 17, 2021 to December 31, 2021</b>	<b>Period from January 1, 2021 to March 16, 2021</b>	<b>Year ended December 31, 2020</b>
<b>Cash flows from operating activities:</b>			
Net loss	\$ (5,054)	\$ (5,003)	\$ (34,364)
Adjustments to reconcile net loss to cash provided by (used in) operating activities:			
Depreciation and amortization	3,485	1,630	9,663
Noncash PIK interest and amortization of debt issuance costs	-	4	200
Amortization of key money and contract costs	68	178	981
Amortization of contract liabilities	(380)	(90)	(793)
Loss (gain) on asset dispositions, net	-	152	(7,405)
Loss on early retirement of debt	-	2	1,309
Asset impairment	-	-	15,915
Deferred income taxes	(173)	-	(338)
Stock based compensation expense	-	167	605
Provision of doubtful accounts	103	-	11,236
Change in current assets and liabilities			
Accounts receivable, net	310	(580)	1,855
Key money disbursements	-	-	(560)
Prepaid expenses and other current assets	2,508	(1,244)	1,597
Other long term assets	(1,271)	-	-
Accounts payable	(34)	(1,395)	(1,289)
Accrued compensation, accrued expenses, and other liabilities	1,053	(1,878)	(3,112)
Net cash provided by (used in) operating activities	<u>615</u>	<u>(8,057)</u>	<u>(4,500)</u>
<b>Cash flows from investing activities:</b>			
Capital expenditures	(98)	(142)	(1,852)
Net proceeds from disposition of property and equipment	-	7,494	37,329
Collection of notes receivable	65	19	31
Advances on notes receivable	-	-	(200)
Cash transfers to parent for centralized cash management	(26,297)	-	-
Net cash (used in) provided by investing activities	<u>(26,330)</u>	<u>7,371</u>	<u>35,308</u>
<b>Cash flows from financing activities:</b>			
Borrowings on long-term debt, net of discounts	-	-	4,234
Repayment of long-term debt and finance leases	-	(5,600)	(21,970)
Repayment of line of credit borrowing	-	-	(10,000)
Distributions to noncontrolling interest	(877)	-	-
Prepayment penalty on long-term debt	-	-	(559)
Stock-based compensation awards cancelled to settle employee tax withholding	-	-	(82)
Stock option and stock purchase plan issuances, net and other	-	-	82
Net cash used in financing activities	<u>(877)</u>	<u>(5,600)</u>	<u>(28,295)</u>
Change in cash, cash equivalents, and restricted cash:			
Net (decrease) increase in cash, cash equivalents, and restricted cash	(26,592)	(6,286)	2,513
Cash, cash equivalents, and restricted cash at beginning of period	<u>28,035</u>	<u>34,321</u>	<u>31,808</u>
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 1,443</u>	<u>\$ 28,035</u>	<u>\$ 34,321</u>

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

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**  
(dollars in thousands)

	<u>Successor</u>	<u>Predecessor</u>	
	<u>Period from March 17, 2021 to December 31, 2021</u>	<u>Period from January 1, 2021 to March 16, 2021</u>	<u>Year ended December 31, 2020</u>
<b>Supplemental disclosure of cash and cash equivalents and restricted cash:</b>			
The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated balance sheets to the amount shown in the consolidated statements of cash flows:			
Cash and cash equivalents	\$ 1,433	\$ 28,035	\$ 34,221
Restricted cash	-	-	100
Total cash and cash equivalents and restricted cash	<u>\$ 1,433</u>	<u>\$ 28,035</u>	<u>\$ 34,321</u>
<b>Supplemental cash flow information:</b>			
Cash paid for interest	\$ -	\$ 46	\$ 508
Cash paid (refunded) for income taxes	-	-	(223)

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

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Organization**

Red Lion Hotels Corporation ("RLH Corporation," "RLHC," "we," "our," "us," or "company") is primarily engaged, through its subsidiaries, in the franchising and ownership of hotels of its proprietary brands, including the following brands that are being actively sold in the United States and Canada: Sonesta Hotels and Resorts, Sonesta ES Suites, Sonesta Simply Suites, Sonesta Select, Hotel RL, Red Lion Hotels, Red Lion Inn & Suites, GuestHouse Extended Stay, Americas Best Value Inn, Canadas Best Value Inn, Knights Inn and Signature Inn. As of December 31, 2021, our system for all our brands included 854 franchised and licensed hotels and 3 company operated hotels.

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, quarantines in certain areas and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which we operate.

While it is unknown how long these conditions will last and what the complete financial effect will be to the company, it is reasonably possible that estimates made in our consolidated financial statements have been, or will be, materially and adversely impacted in the near term as a result of these conditions. Although we expect our revenues to increase in 2022 compared to 2021 as a result of hotel performance due to increases in expected travel because of pandemic related risk mitigation factors such as vaccination plans and vaccine boosters, we cannot be certain of the extent of the impact of the adverse conditions discussed above on our revenues and cash flows from operations.

On December 30, 2020, RLH Corporation entered into a definitive merger agreement ("Merger Agreement") with Sonesta International Hotels Corporation ("Sonesta") under which RLHC would be acquired by Sonesta in an all-cash transaction ("Merger"). Under the terms of the Merger Agreement, holders of RLHC's common stock, RSUs, and PSUs would receive \$3.50 per share or unit in cash. On March 16, 2021, RLHC's shareholders voted and approved the Merger Agreement with Sonesta. On March 17, 2021, the Merger closed and, subsequently, consideration totaling \$87.9 million was transferred from Sonesta to RLHC shareholders. RLHC has delisted from the NYSE and provided notice to eliminate public filing requirements. See Note 15 for further discussion of the impact of this transaction on our consolidated financial statements.

**2. Summary of Significant Accounting Policies**

*Basis of Presentation and Principles of Consolidation*

As a result of the Merger, for accounting purposes, RLHC was acquired by Sonesta. The Merger was accounted for as a business combination under the scope of the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 805, *Business Combinations*, ("ASC 805"), and Sonesta was considered the accounting acquirer. Accordingly, the financial statement presentation includes the consolidated financial statements of RLHC as "Predecessor" for periods prior to March 17, 2021 (the "Closing Date") and as "Successor" for periods after the Closing Date.

The consolidated financial statements have been prepared by us in accordance with generally accepted accounting principles in the United States of America, or GAAP, and include all accounts and controlled subsidiaries' accounts. All inter-company accounts have been eliminated upon consolidation.

*Use of Estimates*

The preparation of consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could materially differ from those estimates.

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

*Reclassifications*

For the year ended December 31, 2020, amounts received as rebates from preferred vendors used by our franchised hotels were presented as revenues in the other fee revenue line item in our consolidated statements of comprehensive loss. These rebates were previously presented as a reduction to general, administrative and other expenses. We have reclassified this item in our consolidated statements of comprehensive loss for 2020 resulting in increases of \$0.1 million to other fee revenue and general, administrative and other expenses, respectively. This had no impact on previously reported net loss.

*Revenue Recognition*

Revenue is generally recognized as services are provided. Revenues are primarily derived from franchise contracts with third-party hotel owners, as well as from individual hotel guests and corporate patrons at our owned and leased hotels. The majority of compensation received for our performance obligations is variable or fixed consideration from our franchise contracts or fixed transactional guest consideration through our owned and leased hotels. We recognize the variable fees as the services to which they relate are delivered, applying the prescribed variable consideration allocation guidance. In certain circumstances, we defer consideration and recognize consideration over time as the related performance obligations are satisfied.

Franchised hotels revenue

We identified the following services as one performance obligation in connection with our franchise contracts:

- *Intellectual Property (IP)* licenses grant a non-exclusive, limited revocable license to the RLHC trademarks and hotel names.
- *Manual and Training Services* provide operational assistance unique to the RLHC brands, business model and standards.
- *Reservation Services* are provided through direct or indirect system access.
- *Marketing Services and Arrangements* benefit the overall hotel network and include brand promotions, direct guest marketing, brand name marketing and various other programs targeted at advertising to guests.
- *Brand Conference* is provided typically annually for third party owners to gather and attend educational seminars and brand informational presentations. However, there was no conference during 2021 and only a virtual conference during 2020.

The performance obligation related to franchise revenues is delivered over time. While the underlying services may vary from day to day, the nature of the promises are the same each day, other than the Brand Conference, which is recognized in the month the service is provided, and the property owner can independently benefit from each day's services. Franchise fees for midscale agreements are typically based on the sales or usage of the underlying hotel, with the exception of fixed upfront fees that usually represent an insignificant portion of the transaction price. Franchise fees for economy agreements are typically fixed fee for royalties and marketing based on the room count of the hotel.

Franchise revenues represent fees earned in connection with the licensing of one of our brands, usually under long-term contracts with the property owner, and include the following:

- *Franchise fees* are royalties generally based on a percentage of a hotel's monthly gross room revenue or a fixed monthly fee based on room count. These fees are typically billed and collected monthly, and revenue is generally recognized at the same time the fees are billed.
- *System, reservation and marketing fees* are associated with our brands and shared services, which are paid from fees collected by us from the franchised properties. Revenue is generally recognized on a gross basis as fees are billed, which are based on the underlying hotel's sales or usage (e.g., gross room revenues and number of reservations processed) and expenses are expected to equal the revenues over time.

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

- *Other fee revenue* are primarily charges for services provided to franchised properties for revenue management and quality assurance inspections as well as liquidated damages paid if an agreement is terminated early.

Any consideration paid to incentivize hotel owners to enter into franchise contracts is capitalized and reduces revenues as amortized over the length of the contract. Application fees paid at the initiation of a franchise contract are capitalized and amortized to revenues over the length of the contract. The commission or direct costs of acquiring the contract or modification are recorded as contract acquisition costs and are recognized in franchise costs when amortized on a straight-line basis as a reduction of franchise fees and system, reservation and marketing fees in the consolidated statements of comprehensive loss over the length of the contract.

Company operated hotels revenue

We identified the following performance obligations in connection with our owned and leased hotel revenues, for which revenue is recognized as the respective performance obligations are satisfied, which results in recognizing the amount we expect to be entitled to for providing the goods or services to the hotel customer or guest:

- *Room reservations or ancillary services* are typically satisfied as the good or service is transferred to the hotel guest, which is generally when the room stay occurs.
- *Other ancillary goods and services* are purchased independently of the room reservation at standalone selling prices and are considered separate performance obligations, which are satisfied when the related good or service is provided to the hotel guest.

*Hotel operations* revenue primarily consist of hotel room rentals, revenue from accommodations sold in conjunction with other services (e.g., package reservations), food and beverage sales and other ancillary goods and services (e.g., parking) related to owned, leased and consolidated non-wholly owned (joint venture) hotel properties. Revenue is recognized when rooms are occupied or goods and services have been delivered or rendered, respectively. Payment terms typically align with when the goods and services are provided.

Taxes and fees collected on behalf of governmental agencies

We are required to collect certain taxes and fees from customers on behalf of governmental agencies and remit these back to the applicable governmental agencies on a periodic basis. We have a legal obligation to act as a collection agent. We do not retain these taxes and fees and, therefore, they are not included in our measurement of transaction prices. We have elected to present revenue net of sales taxes and other similar taxes. We record a liability when the amounts are collected and relieve the liability when payments are made to the applicable taxing authority or other appropriate governmental agency.

*Cash and Cash Equivalents*

All highly liquid investments purchased with an original maturity of three months or less are considered to be cash equivalents. At times, cash balances at banks and other financial institutions may be in excess of federal insurance limits.

*Restricted Cash*

Restricted cash was comprised solely of an earnest money deposit related to the purchase and sale agreement for the Hotel RL Olympia hotel prior to the closing of the sale. See Notes 3 and 7 for further information on this hotel and Note 14 for additional information regarding the hotel disposition.

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

*Allowance for Doubtful Accounts*

The ability to collect individual accounts or notes receivable is reviewed on a routine basis. An allowance for doubtful accounts is recognized based on a combination of reserves calculated based on underlying characteristics of receivables (such as the age of the related receivable) as well as specifically identified amounts believed to be uncollectible. If actual collection experience changes, revisions to the allowance may be required and if all attempts to collect a receivable fail, it is recorded against the allowance. The estimate of the allowance for doubtful accounts may be impacted by, among other things, national and regional economic conditions.

The following schedule summarizes the activity in the allowance account for trade accounts receivable for each of the periods during the past two years (in thousands):

	<b>Successor</b>	<b>Predecessor</b>	
	<b>Period from March 17, 2021 to December 31, 2021</b>	<b>Period from January 1, 2021 to March 16, 2021</b>	<b>Year ended December 31, 2020</b>
Balance, beginning of period	\$ 7,712	\$ 7,712	\$ 4,589
Purchase price accounting adjustment	(7,712)	-	-
Additions to allowance	103	-	5,174
Write-offs, net of recoveries	-	-	(2,051)
Balance, end of period	<u>\$ 103</u>	<u>\$ 7,712</u>	<u>\$ 7,712</u>

The following schedule summarizes the activity in the allowance account for notes receivable for each of the periods during the past two years (in thousands):

	<b>Successor</b>	<b>Predecessor</b>	
	<b>Period from March 17, 2021 to December 31, 2021</b>	<b>Period from January 1, 2021 to March 16, 2021</b>	<b>Year ended December 31, 2020</b>
Balance, beginning of period	\$ 845	\$ 845	\$ 552
Purchase price accounting adjustment	(845)	-	-
Additions to allowance	-	-	6,062
Write-offs, net of recoveries	-	-	(5,769)
Balance, end of period	<u>\$ -</u>	<u>\$ 845</u>	<u>\$ 845</u>

*Prepaid Expenses and Other Current Assets*

Prepaid expenses and other current assets primarily include prepayments for insurance, taxes, deposits, and advertising costs. This caption also consists of a small number of notes receivable to franchisees. We carry notes receivable at their estimated collection amount, and they are classified as either current or long-term depending on the expected collection date. Interest income on notes receivable is recognized using the interest method.

*Due from Related Parties*

Due from related parties represents cash transferred to a central concentration account held by our owner, Sonesta, offset by certain vendor and payroll related payments made by Sonesta on our behalf (“Cash Transfers”). Cash Transfers are included in cash transfers to parent for centralized cash management as an investing activity in our consolidated statements of cash flows.

*Property and Equipment*

Property and equipment are stated at cost less accumulated depreciation. The cost of improvements that extend the life of property and equipment are capitalized. Repairs and maintenance charges are recognized as an expense as incurred.

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

*Leases*

We determine if an arrangement is a lease or contains a lease at inception. If an arrangement is a lease or contains a lease, we then determine whether the lease meets the criteria of a finance lease or an operating lease. Operating leases are included in operating lease right-of-use assets, operating lease liabilities, due within one year, and Operating lease liabilities, due after one year, in our consolidated balance sheets. We reassess if an arrangement is or contains a lease upon modification of the arrangement.

At the commencement date of a lease, we recognize a lease liability for contractual fixed lease payments and a corresponding right-of-use asset representing our right to use the underlying asset during the lease term. The lease liability is measured initially as the present value of the contractual fixed lease payments during the lease term. The lease term additionally includes renewal periods only if it is reasonably certain that we will exercise the options. Contractual fixed lease payments are discounted at the rate implicit in the lease when readily determinable. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the commencement date. Additionally, we elected not to recognize leases with lease terms of 12 months or less at the commencement date in our consolidated balance sheets. The right-of-use asset is recognized at the amount of the lease liability with certain adjustments, if applicable. These adjustments include lease incentives, prepaid rent, and initial direct costs.

*Indefinite-Lived Intangible Assets*

Through prior business combinations we have obtained intangible assets related to our Americas Best Value Inn, Canadas Best Value Inn, Guesthouse, and Knights Inn. As a result of the Merger intangible assets were recognized for Red Lion brands as well. At the time of each acquisition, the brands were assigned a fair value based on the relief from royalty method. As there are no limitations on the useful lives of these assets, we have determined they are indefinite-lived intangible assets that will not be amortized. Annually, on October 1, we reassess the useful lives of each asset to determine if they should continue to be classified as indefinite and we additionally test the assets for impairment. Impairment may also be tested at any point in which facts and circumstances indicate that it is more likely than not that the fair value of the asset is less than the carrying amount. As part of the impairment test, we may elect to perform an assessment of qualitative factors. If this qualitative assessment indicates that it is more likely than not that the fair value of the asset is less than its carrying amount, or if we elect to bypass the qualitative assessment, we would then proceed with a quantitative assessment. The quantitative assessment involves calculating an estimated fair value of the asset using the relief from royalty method, and comparing the estimated fair value of the asset to its carrying amount. If the estimated fair value of the asset exceeds its carrying value, no impairment is recognized. However, if the carrying amount of the asset exceeds its fair value, an impairment loss is recognized in an amount equal to the excess.

On October 1, 2020, we recognized impairment losses on the Americas Best Value Inn, Knights Inn and Canadas Best Value Inn brand name indefinite-lived intangible assets of \$8.0 million, \$1.9 million and \$0.3 million, respectively. The impairment losses are included in asset impairment in our consolidated statements of comprehensive loss. See further discussion of the impairment and reclassification at Note 5. There were no impairment losses recognized during the year ended December 31, 2021.

*Valuation of Long-Lived Assets Including Finite-Lived Intangible Assets*

We test long-lived asset groups, including finite-lived intangible assets, for recoverability when changes in circumstances indicate the carrying value may not be recoverable. For example, when there are material adverse changes in projected revenues or expenses, significant underperformance relative to historical or projected operating results, or significant negative industry or economic trends. We also perform a test for recoverability when management has committed to a plan to sell or otherwise dispose of an asset group. We evaluate recoverability of an asset group by comparing its carrying value to the future net undiscounted cash flows that we expect will be generated by the asset group. If the comparison indicates that the carrying value of an asset group is not recoverable, we recognize an impairment loss for the excess of carrying value over the estimated fair value. When we recognize an impairment loss for assets to be held and used, we depreciate the adjusted carrying amount of those assets over



**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

their remaining useful life.

During the year ended December 31, 2020, we recognized an impairment loss on our Red Lion Hotel Seattle Airport property of \$2.5 million and an impairment loss of \$3.2 million on our Hotel RL Olympia joint venture property. These losses are included in asset impairment in our consolidated statements of comprehensive loss. See further discussion of the impairment losses at Note 4. There were no impairment losses recognized during the year ended December 31, 2021.

*Goodwill*

Goodwill is assigned to our reporting units based on the expected benefit from the synergies arising from each business combination, determined by using certain financial metrics. The reporting units include franchise operations and company operated hotel operations. Goodwill is not amortized, but we test goodwill for impairment each year as of October 1, or more frequently should facts and circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than the carrying amount. As part of the impairment test, we may elect to perform an assessment of qualitative factors. If this qualitative assessment indicates that it is more likely than not that the fair value of a reporting unit, including goodwill, is less than its carrying amount, or if we elect to bypass the qualitative assessment, we would then proceed with a quantitative assessment. The quantitative assessment involves calculating an estimated fair value of each reporting unit based on projected future cash flows, and comparing the estimated fair values of the reporting units to their carrying amounts, including goodwill. If the estimated fair value of the reporting unit exceeds its carrying value, including goodwill, no impairment is recognized. However, if the carrying amount of a reporting unit, including goodwill, exceeds its fair value, an impairment loss is recognized in an amount equal to the excess, limited to the total goodwill balance of the reporting unit.

We have not recognized any impairment on goodwill during the years ended December 31, 2021 and 2020.

*Variable Interest Entities*

We analyze the investments we make in joint venture entities based on the accounting guidance for variable interest entities (VIEs). These joint ventures are evaluated to determine whether (1) sufficient equity at risk exists for the legal entity to finance its activities without additional subordinated financial support or, (2) as a group, the holders of the equity investment at risk lack one of the following characteristics (a) the power, through voting or similar rights, to direct the activities of the legal entity that most significantly impact the entity's economic performance or, (b) the obligation to absorb the expected losses of the legal entity or (c) the right to receive expected residual returns of the legal entity, or (3) the voting rights of some equity investors are not proportional to their obligations to absorb the losses or the right to receive benefits and substantially all of the activities either involve or are conducted on behalf of an investor with disproportionately few voting rights. If any one of the above three conditions are met then the joint venture entities are considered to be VIEs.

We consolidate the results of any such VIE in which we determine that we are the primary beneficiary. We are considered to be the primary beneficiary of an entity if we have both the power to direct the activities that most significantly affect the VIE's economic performance and the obligation to absorb the losses of, or right to receive the benefits from, the VIE that could be potentially significant to the VIE. In February 2021, we sold the Hotel RL Olympia hotel, which was the last remaining joint venture property. After the final liquidating distribution was made to the joint venture partner in July 2021, we no longer had any VIEs.

*Other Long Term Assets*

Other long term assets primarily consist of key money arrangements with certain of our franchisees and IT system implementation and license costs, for both our franchisees and our company operated hotels. We recognize key money paid in conjunction with entering into long-term franchise agreements as other long term assets on our consolidated balance sheets and amortize the amount paid as a reduction of revenue over the term of the franchise agreements. The portion of these costs that will be amortized over the following 12 months are classified as prepaid expenses and other current assets on our consolidated balance sheets. IT system

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implementation and license costs represent costs incurred to implement, operate and maintain RevPak, our proprietary guest management system application and are amortized over the initial term of the software license arrangement or the current license period, as applicable.

*Fair Value Measurements*

Applicable accounting standards define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). We measure our assets and liabilities using inputs from the following three levels of the fair value hierarchy:

- Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that we have the ability to access at the measurement date.
- Level 2 inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).
- Level 3 includes unobservable inputs that reflect assumptions about what factors market participants would use in pricing the asset or liability. We develop these inputs based on the best information available, including our own data.

*Income Taxes*

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We recognize deferred tax assets to the extent that we believe these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning, and results of recent operations. At December 31, 2021 and 2020, a partial valuation allowance was recorded to reduce our deferred tax assets to an amount that is more likely than not to be realized. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We classify any interest expense and penalties related to underpayment of taxes and any interest income on tax overpayments as components of income tax expense.

If applicable, we record uncertain tax positions in accordance with Accounting Standards Codification (ASC) 740 on the basis of a two-step process whereby (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. There were no uncertain tax positions during the years ended December 31, 2021 and 2020.

*Advertising and Promotion*

Costs associated with advertising and promotional efforts are generally recognized as incurred.

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*New Accounting Pronouncements Not Yet Adopted*

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments*, which will change how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The ASU will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. For trade and other receivables, held to maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking "expected loss" model that generally will result in the earlier recognition of allowances for losses. For non-public entities, ASU 2016-13 is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. We are currently evaluating the effects of this ASU on our financial statements, and such effects have not yet been determined.

We have assessed the potential impact of other recently issued, but not yet effective, accounting standards and determined that the provisions are either not applicable to us or are not anticipated to have a material impact on our consolidated financial statements.

**3. Variable Interest Entities**

Our joint venture entities have been determined to be variable interest entities (VIEs), and RLH Corporation has been determined to be the primary beneficiary of each VIE. Therefore, we consolidate the assets, liabilities, and results of operations of RL Venture LLC (RL Venture) and RLS DC Venture LLC (RLS DC Venture). Subsequent to the hotel sales in the first quarters of 2020 and 2021 discussed further below, RL Venture and RLS DC Venture have had no additional financial statement activity and have no remaining asset or liability balances.

*RL Venture*

We own a 55% interest in RL Venture, with the remaining 45% owned by Shelbourne Falcon RLHC Hotel Investors LLC (Shelbourne Falcon), an entity that is led by Shelbourne Capital LLC (Shelbourne). The hotels owned by RL Venture were managed by RL Management, one of our wholly-owned subsidiaries, subject to a management agreement until December 2018, at which point management of the hotels was outsourced to a third party management company. RL Venture is considered a variable interest entity because our voting rights are not proportional to our financial interest and substantially all of RL Venture's activities are conducted on our behalf. We have determined that we are the primary beneficiary as (a) we exert power over two of the entity's key activities (hotel operations and property renovations) and share power over the remaining key activities with Shelbourne Falcon, which does not have the unilateral ability to exercise kick-out rights, and (b) we have the obligation to absorb losses and right to receive benefits that could be significant to the entity through our 55% equity interest and management fees. As a result, we consolidate RL Venture. The equity interest owned by Shelbourne Falcon is reflected as a noncontrolling interest in our consolidated financial statements.

In March 2020, secured loans with an aggregate principal of \$16.6 million were entered into for two RL Venture properties, Hotel RL Salt Lake City and Hotel RL Olympia. Shortly thereafter, the net loan proceeds were distributed to us and our joint venture partner in accordance with our respective ownership percentages.

In December 2020, the Hotel RL Salt Lake City sold for \$33.0 million. Proceeds from this sale were used to repay in full the secured loan for the Hotel RL Salt Lake City property as discussed further in Note 7. In February 2021, the Hotel RL Olympia sold for \$8.0 million. Proceeds from this sale were used to repay in full the secured loan for the Hotel RL Olympia property as discussed further in Note 7. As of December 31, 2021 all properties in RL Venture had been disposed of and the entity has been liquidated.

Cash distributions may also be made periodically based on calculated distributable income. During the period from March 17, 2021 through December 31, 2021, RL Venture made a final cash distributions of \$2.0 million, of which we received \$1.1 million.

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No distributions were made during year ended December 31, 2020 or during the period from January 1, 2021 through March 16, 2021.

*RLS DC Venture*

We own 55% of RLS DC Venture, and Shelbourne Falcon DC Investors LLC (Shelbourne Falcon IV), an entity led by Shelbourne, owns 45%. RLH DC LLC, which is wholly-owned by RLS DC Venture, owned a Hotel RL in Washington DC, which was managed by RL Management until December 2018, at which point management of the hotel was outsourced to a third party management company. RLS DC Venture was considered a variable interest entity because our voting rights were not proportional to our financial interest, and substantially all of RLS DC Venture's activities were conducted on our behalf. We determined that we were the primary beneficiary as (a) we exerted power over the entity's key activities (hotel operations and property renovations) and shared power over the remaining key activities with Shelbourne Falcon IV, which did not have the unilateral ability to exercise kick-out rights, and (b) we had the obligation to absorb losses and right to receive benefits that could be significant to the entity through our 55% equity interest and management fees. As a result, we consolidated RLS DC Venture.

In February 2020, the Hotel RL in Washington DC, which was wholly-owned by RLS DC Venture, was sold for \$16.4 million. Using proceeds from the sale, together with the release of \$2.3 million in restricted cash held by CP Business Finance I, LP, RLS DC Venture repaid the remaining outstanding principal balance and accrued exit fee under the secured loan agreement. The \$2.4 million balance remaining in non-controlling interest for the entity was reclassified to additional paid-in capital in our consolidated balance sheets as no remaining distributions to the joint venture partner were required.

**4. Property and Equipment**

Property and equipment used in continuing operations is summarized as follows (in thousands):

<u>Asset Description</u>	<u>Successor</u>		<u>Predecessor</u>		<u>Estimated Useful Lives</u>
	<u>December 31, 2021</u>		<u>December 31, 2020</u>		
Land	\$	3,800	\$	5,595	N/A
Buildings and equipment		6,822		31,818	Up to 25 years
Furniture and fixtures		6,375		2,442	Up to 7 years
Landscaping and land improvements		25		294	Up to 10 years
Construction in progress		162		575	N/A
		<u>17,184</u>		<u>40,724</u>	
Accumulated depreciation		<u>(2,955)</u>		<u>(13,191)</u>	
Real estate property, net	\$	<u>14,229</u>	\$	<u>27,533</u>	

In the first quarter of 2020, we considered the actual and anticipated economic impacts of the COVID-19 pandemic on our financial results to be an indicator that the carrying value of our long-lived assets might not be recoverable. Accordingly, we performed a test for recoverability using probability-weighted undiscounted cash flows on our long-lived assets as of March 31, 2020. Only the Red Lion Hotel Seattle Airport ("RLH Seattle"), one of our company operated hotel properties under a lease through February 2024, did not recover the carrying value of the long-lived asset group in the test for recoverability, due to the short useful life and lack of terminal value. After calculating the fair value of the RLH Seattle property long-lived asset group, we recognized an impairment loss of \$1.8 million in the first quarter of 2020.

During the third quarter of 2020, we noted an additional indicator that the carrying value of our long-lived assets might not be recoverable at RLH Seattle as the impacts of COVID-19 on business travel have been worse than initially projected in the first quarter of 2020, particularly impacting this airport location. We performed an updated test for recoverability using probability-weighted cash flows on the long-lived assets of RLH Seattle as of September 30, 2020, noting they did not recover the carrying value of the long-lived asset group. After calculating the fair value of the property's asset group, we recognized an additional impairment loss of \$0.7 million in the third quarter of 2020.

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Fair values for the RLH Seattle property were determined based on a discounted cash flow analysis, which is a Level 3 fair value measurement. Key inputs to the fair value measurement for these assets included forecasted revenues expected to be generated by the hotel, factoring in the market it serves, as well as forecasted operating costs and capital expenditures that would be incurred by a market participant. The impairment losses were allocated to the assets within the long-lived asset group on a pro rata basis, with \$2.1 million applied against the hotel building leasehold interest and other equipment, included within property and equipment, net and \$0.4 million applied against the operating lease right-of-use asset in our consolidated balance sheets.

In the fourth quarter of 2020, we entered into a non-binding sales agreement with a third party for the Hotel RL Olympia, another of our company operated properties. Due to the potential for disposal within 12 months, we performed an updated test for recoverability using probability-weighted cash flows on the long-lived assets of the Hotel RL Olympia as of December 31, 2020, noting they did not recover the carrying value of the long-lived asset group. After calculating the fair value of the property's asset group, we recognized an impairment loss of \$3.2 million in the fourth quarter of 2020. The fair value was determined based on the contractual selling price less expected costs to sell, which is a Level 3 fair value measurement. The impairment loss was allocated within the long-lived asset group on a pro rata basis, with the \$3.2 million applied against the hotel land and building, included within property and equipment, net in our consolidated balance sheets. There were no other impairments of our long-lived assets in 2020.

During the period from January 1, 2021 through March 16, 2021, we sold one hotel for a loss of \$0.2 million and during the year ended December 31, 2020, we sold two hotel properties for a gain of \$7.9 million. There were no dispositions during the period from March 17, 2021 through December 31, 2021. See further discussion of these dispositions at Note 14.

Depreciation expense for property and equipment was \$3.3 million, \$1.1 million and \$6.6 million for the period from March 17, 2021 to December 31, 2021, the period from January 1, 2021 to March 16, 2021, and the year ended December 31, 2020, respectively.

## **5. Goodwill and Intangible Assets**

### *2020 Impairment*

During the fourth quarter of 2020, as part of our annual impairment testing of indefinite lived intangible assets, we identified an impairment of \$8.0 million on our Americas Best Value Inn indefinite lived brand name, an impairment of \$1.9 million on our Knights Inn indefinite lived brand name, and an impairment of \$0.3 million on our Canadas Best Value Inn indefinite lived brand name. The impairment losses recognized on these brands resulted primarily from deterioration in the overall economy due to the impact of COVID-19, which significantly impacted unobservable inputs, such as the discount rate and terminal cap rate, used in our discounted cash flow analysis. These brand name assets continue to be classified as indefinite lived intangible assets as we are committed to the support and growth of these brands as part of our long term business strategy. The impairment losses are included in the *Asset Impairment* caption in our consolidated statements of comprehensive loss. No impairments were identified in the annual impairment testing of our goodwill and other indefinite lived intangible assets during either of the periods in the year ended December 31, 2021.

The inputs used to measure the fair values of the Americas Best Value Inn, Knights Inn and Canadas Best Value Inn brand names were largely unobservable, and accordingly, these measures are classified as Level 3. The fair values of the brand names were estimated based on the relief from royalty method, which models the cash flows from the brand intangibles assuming royalties were received under a licensing arrangement. This discounted cash flow analysis uses inputs such as forecasted future revenues attributable to the brand, assumed royalty rates, a risk-adjusted discount rate that approximates the estimated cost of capital, and a terminal cap rate. The unobservable inputs used in this valuation included projected revenue growth rates, royalty rates, discount rate, and the terminal cap rate. The Company used a discount rate of 14.5% and a terminal cap rate of 11.5%.

At December 31, 2021 and 2020, our intangible assets were as follows (in thousands):

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<b>Asset Description</b>	<b>Successor</b>		
	<b>December 31, 2021</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Amortizable intangible assets:			
Agreements with franchisees	\$ 5,184	\$ (195)	\$ 4,989
Carrying value of brand names (finite lives)	200	(28)	172
Total amortizable intangible assets	5,384	(223)	5,161
Carrying value of brand names (indefinite lives)	16,529	-	16,529
Intangible assets, net	<u>\$ 21,913</u>	<u>\$ (223)</u>	<u>\$ 21,690</u>

<b>Asset Description</b>	<b>Predecessor</b>		
	<b>December 31, 2020</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Amortizable intangible assets:			
Agreements with franchisees	\$ 20,773	\$ (10,718)	\$ 10,055
Carrying value of brand names (finite lives)	5,395	(2,554)	2,841
Total amortizable intangible assets	26,168	(13,272)	12,896
Carrying value of brand names (indefinite lives)	22,407	-	22,407
Intangible assets, net	<u>\$ 48,575</u>	<u>\$ (13,272)</u>	<u>\$ 35,303</u>

Amortization of our finite lived intangible assets was \$0.2 million, \$0.6 million, and \$3.1 million for the period from March 17, 2021 through December 31, 2021, the period from January 1, 2021 through March 16, 2021, and the year ended December 31, 2020, respectively. The weighted average amortization period for intangibles was 21 years for the period from March 17, 2021 through December 31, 2021 and 10 years for the period from January 1, 2021 through March 16, 2021 and the year ended December 31, 2020, respectively.

As of December 31, 2021, estimated future amortization expenses related to acquired agreements with franchisees and finite-lived brand names is as follows (in thousands):

	<b>Agreements With Franchisees</b>	<b>Brand Names</b>
2022	\$ 235	\$ 33
2023	235	33
2024	235	33
2025	235	33
2026	235	33
Thereafter	3,814	7
	<u>\$ 4,989</u>	<u>\$ 172</u>

**6. Revenue from Contracts with Customers**

The following table provides information about receivables, contract assets and contract liabilities from contracts with customers (in thousands):

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	<b>Successor</b>		<b>Predecessor</b>
	<b>December 31, 2021</b>		<b>December 31, 2020</b>
Accounts receivable	\$ 5,127		\$ 7,310
Key money	78		2,389
Capitalized contract costs	157		482
Contract liabilities	1,047		910

*Inner Circle*

In July 2019, the parent entities for eight Inner Circle franchisees and the operating entities for two other Inner Circle franchisees all filed for voluntary bankruptcy protection under Chapter 11 of the United States Bankruptcy Code.

Of the \$7.1 million in accounts receivable and notes receivable balances related to these franchisees, including unamortized key money converted to notes receivable upon termination of contracts, we recognized bad debt expense and an allowance of \$0.8 million in 2019 and bad debt expense and an allowance for the remaining \$6.3 million in the first quarter of 2020 when the reduction in fair value of collateral combined with timing of bankruptcy proceedings made it apparent the balances were highly unlikely to be recoverable. These balances were written off in the fourth quarter of 2020 when it was confirmed no proceeds would be received from the bankruptcy proceedings.

*Other Allowances*

We recognized additional bad debt expense of \$4.9 million in the year ended December 31, 2020, primarily related to large balances under legal dispute and aged balances from terminated agreements that were negatively impacted by the economic effects of the COVID-19 pandemic, along with terminated franchise agreements.

**7. Debt and Line of Credit**

Our only debt as of December 31, 2020 was a mortgage note for the Hotel RL Olympia property for \$5.6 million that was classified as a current liability. There was no debt as of December 31, 2021 as the Hotel RL Olympia mortgage note was paid in full during 2021 as described below.

*RL Venture - Olympia*

In March 2019, RL Olympia, LLC, a subsidiary of RL Venture, executed a secured debt agreement with Umpqua Bank for a term loan with a principal balance of \$5.6 million. The loan was secured by the Hotel RL Olympia property, on a nonrecourse basis. The loan had a maturity date of March 18, 2021 and a variable interest rate of LIBOR plus 2.25%, payable monthly. There were no principal payment requirements prior to the maturity date and the loan included a financial covenant to be calculated semi-annually in which the property must maintain a minimum debt service coverage ratio of not less than 1.6 to 1.0. We incurred approximately \$33,000 of debt discounts and debt issuance costs in connection with the issuance of the loan.

In February 2021, the Hotel RL Olympia property was sold and the \$5.6 million principal balance of the loan was paid in full.

*RLH DC*

In May 2019, RLH DC executed a new mortgage loan agreement with CP Business Finance I, LP ("RLH DC Venture - CPBF"), secured by the Hotel RL Washington DC and a \$10.5 million principal guarantee by RLH Corporation. The initial principal amount of the loan was \$16.5 million. The proceeds from the loan were immediately used to pay off the existing mortgage loan on the property held by Pacific Western Bank, which had an outstanding principal balance of \$15.9 million at the time of closing.

The RLH DC Venture - CPBF loan had an initial maturity date of June 21, 2019, with a first extension option through May 31, 2020 that was exercised in June 2019, and a second extension option through May 31, 2021. There was a fee of \$330,000 to

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exercise the first extension option. The RLH DC Venture - CPBF had a cash interest rate of 7.0% in addition to PIK interest of 3.0% through May 31, 2020.

The RLH DC Venture - CPBF loan contained an exit fee equal to 5.0% of the outstanding principal balance if the loan was paid off prior to May 31, 2020. Additionally, if the loan was paid down prior to May 31, 2020, a prepayment premium had to be paid. The prepayment premium was equal to the remaining cash and PIK interest that would have been payable from the prepayment date through May 31, 2020.

As the exit fee was payable regardless of loan repayment prior to or at maturity, we had accrued the projected exit fee of \$851,000 as part of the outstanding debt balance with an offsetting debt discount. Inclusive of the accrued exit fee, we had incurred cumulative debt discounts and debt issuance costs of \$1.4 million, which were to be amortized to interest expense through the first extended maturity date of May 31, 2020.

In February 2020, we sold the Hotel RL Washington DC for \$16.4 million. Using proceeds from the sale, together with the release of \$2.3 million in a loan reserve held by the lender, CP Business Finance I, LP, RLH DC repaid the remaining outstanding principal balance and accrued exit fee under the RLH DC Venture - CPBF loan agreement of \$17.7 million. Due to the early extinguishment of this debt, in the first quarter of 2020, we recognized a loss on early retirement of debt of \$1.1 million, including a prepayment penalty of \$0.6 million.

*Paycheck Protection Program ("PPP") Loan*

On April 21, 2020, RLHC received \$4.2 million in loan proceeds issued pursuant to the PPP of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). In accordance with the CARES Act, RLHC planned to use proceeds from the Loan primarily for payroll costs, rent, and utilities as we concluded we met the certification criteria under the initial requirements of the PPP. However, on April 24, 2020, the U.S. government published additional guidance regarding PPP eligibility. As a result of this new guidance, we determined it was no longer clear that we met the eligibility requirements and accordingly repaid the full amount of the loan in May 2020.

**8. Operating Lease Commitments**

*Lease information (as lessee):* As of December 31, 2021 and 2020, we leased office space for our corporate headquarters in Denver, CO under an operating lease that expires in 2023 as well as ground leases for two hotels subject to operating leases with unrelated third parties in Seattle, WA and Kalispell, MT, respectively, that expire in 2024 and 2028, respectively. These leases generally contain fixed contractual rent changes and certain of the leases provide for operating expense reimbursements. We recognize rental expense on leases that contain fixed contractual rent changes on a straight line basis over the terms of the respective leases. We recorded rental expenses, excluding amounts paid for real estate taxes or other building operations, as follows:

	<b>Successor</b>	<b>Predecessor</b>	
	<b>Period from March 17, 2021 to December 31, 2021</b>	<b>Period from January 1, 2021 to March 16, 2021</b>	<b>Year ended December 31, 2020</b>
Office leases <sup>(1)</sup>	\$ 98	\$ 22	\$ 425
Hotel leases	470	123	1,227
Total	\$ 568	\$ 145	\$ 1,652

(1) Rental expense for our Denver office leases was reduced by \$0.3 million, \$0.1 million, and \$0.3 million of income received under subleases for the period from March 17, 2021 through December 31, 2021, the period from January 1, 2021 through March 16, 2021, and the year ended December 31, 2020, respectively.



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Rental expenses for our office space leases and our hotel leases are included in general, administrative and other expenses in our consolidated statements of comprehensive loss.

At December 31, 2021, our right of use assets and related lease liabilities totaled \$3.9 million and \$4.8 million, respectively, which represented our future obligations under our operating leases that are determined to be material and are included in operating lease right of use assets and operating lease liabilities, respectively, in our consolidated balance sheets. As of December 31, 2021, the future maturities of lease liabilities are as indicated below (in thousands):

	<b>Total</b>
2022	\$ 1,486
2023	1,449
2024	595
2025	581
2026	593
Thereafter	809
Total lease payments	5,513
Less: imputed interest	(717)
Present value of lease liabilities <sup>(1)</sup>	\$ 4,796

(1) The weighted average discount rate used to calculate the lease liability and the weighted average remaining term for our leases was 5.80% and 5 years (range of 23 months to 6 years), respectively.

## **9. Commitments and Contingencies**

During the period from March 17, 2021 through December 31, 2021, the Company reached settlements related to a number of litigations that both existed prior to the Merger and were related to the Merger, resulting in aggregate payments and expense recognized of \$3.6 million included in general, administrative and other expense in the consolidated statements of comprehensive loss. There were no settlements or related expenses recognized during the period from January 1, 2021 through March 16, 2021 and the year ended December 31, 2020.

At any given time, we are subject to additional claims and actions incidental to the operation of our business. While the outcome of these proceedings cannot be predicted, it is the opinion of management that none of such proceedings, individually or in the aggregate, will have a material adverse effect on our business, financial condition, cash flows or results of operations.

## **10. Stock Based Compensation**

### *Stock Incentive Plans*

The 2015 Stock Incentive Plan (2015 Plan) authorizes the grant or issuance of various option and other awards including restricted stock units and other stock-based compensation. The 2015 Plan was approved by our shareholders in 2015, and amended in 2017, and as amended provides for awards of 2.9 million shares. As of December 31, 2020, there were 1.3 million shares of common stock available for issuance pursuant to future stock option grants or other awards under the 2015 Plan. This plan was discontinued after the completion of the Merger.

Stock based compensation expense reflects the fair value of stock based awards measured at grant date, including an estimated forfeiture rate, and is recognized over the relevant service period. For the periods during 2021 and 2020, stock-based compensation expense is as follows (in thousands):

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	<b>Successor</b>	<b>Predecessor</b>	
	<b>Period from March 17, 2021 to December 31, 2021</b>	<b>Period from January 1, 2021 to March 16, 2021</b>	<b>Year ended December 31, 2020</b>
Restricted stock units	\$ -	\$ 45	\$ 159
Performance stock units	-	-	15
Unrestricted stock awards	-	122	403
Employee stock purchase plan	-	-	28
Total stock-based compensation	<u>\$ -</u>	<u>\$ 167</u>	<u>\$ 605</u>

*Restricted Stock Units, Shares Issued as Compensation*

During the year ended December 31, 2020, we granted 235,251 unvested restricted stock units to executive officers and other key employees, which typically vest 25% each year for four years on each anniversary of the grant date. No unvested restricted stock units were granted at any point in 2021. While all of the shares are considered granted, they are not considered issued or outstanding until vested. There were no unvested restricted stock units outstanding at December 31, 2021 as all unvested restricted stock units were cancelled at the date of the Merger and cash of \$3.50 per unit was paid to the unit holders in accordance with the Merger Agreement.

A summary of restricted stock unit activity for the period from January 1, 2021, through March 16, 2021, is as follows:

	<b>Predecessor</b>	
	<b>Number of Shares</b>	<b>Weighted Average Grant Date Fair Value</b>
Balance, January 1, 2021	233,751	\$ 4.47
Cancellations	(233,751)	\$ 4.47
Balance, March 16, 2021	<u>-</u>	<u>\$ -</u>

*Unrestricted Stock Awards*

Unrestricted stock awards are granted to members of our Board of Directors as part of their compensation. Awards are fully vested and expense is recognized when granted. The fair value of unrestricted stock awards is the market close price of our common stock on the date of the grant. During the period ended January 1, 2021 through March 16, 2021 and the year ended December 31, 2020, we recognized approximately \$0.1 million and \$0.4 million, respectively, in compensation expense related to these grants. Awards granted during the period from January 1, 2021 through March 16, 2021 were settled in cash as a result of the Merger. No expense for these grants was recognized during the period from March 17, 2021 through December 31, 2021.

*Employee Stock Purchase Plan*

The employee stock purchase plan (ESPP) was approved in 2008, and amended in 2017, and as amended authorizes 600,000 shares for purchase by eligible employees under the ESPP. The ESPP was suspended upon the announcement of the Merger Agreement and is to be terminated upon closing of the Merger. All outstanding employee contributions for the second half of 2020 were refunded. The ESPP plan was discontinued after the completion of the Merger.

Prior to suspension of the ESPP, eligible employees could purchase shares of our common stock at a 15% discount through payroll deductions. No employee could purchase more than \$25,000 worth of shares, or more than 10,000 total shares, in any calendar year. As allowed under the ESPP, a participant could elect to withdraw from the plan, effective for the purchase period in progress at the time of the election with all accumulated payroll deductions returned to the participant at the time of withdrawal. During the year ended December 31, 2020, there were 32,834 shares issued, and approximately \$28,000 was recognized in compensation

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

expense related to the discount associated with the plan.

**11. Income Taxes**

The Company is subject to federal and certain state income taxes on its taxable income and/or gross receipts notwithstanding its historical net operating losses. The company is subject to audit for tax years ending December 31, 2021, December 31, 2020, and December 3, 2019.

We had loss before income taxes as follows:

	<u>Successor</u>	<u>Predecessor</u>	
	<u>Period from March 17, 2021 to December 31, 2021</u>	<u>Period from January 1, 2021 to March 16, 2021</u>	<u>Year ended December 31, 2020</u>
United States	\$ (5,317)	\$ (5,091)	\$ (35,706)
Foreign	302	97	242
Total	<u>\$ (5,015)</u>	<u>\$ (4,994)</u>	<u>\$ (35,464)</u>

For the periods during 2021 and 2020, our provisions for U.S., state, and foreign income taxes, if any, are included below.

	<u>Successor</u>	<u>Predecessor</u>	
	<u>Period from March 17, 2021 to December 31, 2021</u>	<u>Period from January 1, 2021 to March 16, 2021</u>	<u>Year ended December 31, 2020</u>
Current:			
Federal benefit	\$ -	\$ -	\$ 699
State (expense) benefit	(39)	(9)	105
Foreign expense	-	-	(41)
Deferred benefit	-	-	337
Income tax (expense) benefit	<u>\$ (39)</u>	<u>\$ (9)</u>	<u>\$ 1,100</u>

The components of our deferred tax assets and deferred tax liabilities at December 31, 2021 and 2020 are as follows:

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

	December 31,			
	2021		2020	
	Assets	Liabilities	Assets	Liabilities
Property and equipment	\$ 1,333	\$ -	\$ 1,508	\$ -
Brand name	-	-	-	129
Intangible assets	553	-	-	-
Goodwill	1,627	-	1,889	-
Prepaid assets	-	-	-	502
Allowance for doubtful accounts	2,950	-	2,259	-
RL Venture	-	-	174	-
Stock-based compensation	-	-	68	-
Tax credit carryforwards	-	-	5,121	-
Federal and state net operating losses	7,051	-	5,802	-
Leasing liabilities	1,216	-	1,531	-
Leasing assets	-	992	-	1,198
Other receivables	-	-	586	-
Other	649	-	2,509	-
Valuation allowance	(14,620)	-	(20,023)	-
Total	\$ 759	\$ 992	\$ 1,424	\$ 1,829

At December 31, 2021 and 2020, we had federal operating loss carryforwards of \$27.8 million and \$20.3 million, respectively. The federal operating loss carryforwards can be carried forward indefinitely, but are subject to annual deduction limitations under the 2017 Tax Cuts and Jobs Act. At December 31, 2021 and 2020, we had state gross operating loss carryforwards of approximately \$32.2 million and \$29.8 million, respectively. We had federal and state tax credit carryforwards of approximately \$5.6 million and \$5.1 million at December 31, 2021 and 2020, respectively. The state net operating loss carryforwards will expire beginning in 2021; the tax credit carryforwards will begin to expire in 2024.

On March 27, 2020, President Trump signed into law the CARES Act, which generally allows for unlimited use of net operating losses generated in 2020 and 2021 as well as a five year carryback provision and shortening the recovery period for qualified improvement property. The income tax benefit recognized for the year ended December 31, 2021 is principally related to the provisions of the CARES Act.

We assess the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. As of December 31, 2021, the total valuation allowance of \$14.6 million was recorded to reduce deferred tax assets to an amount that is more likely than not to be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as forecasted taxable income and our projections for growth. Should we determine we will be able to realize additional deferred tax assets, the tax benefits relating to any reversal of the valuation allowance will be accounted for as a reduction of income tax expense.

A reconciliation of the statutory income tax rate to the effective tax rate is as follows:

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

	Successor		Predecessor			
	Period from March 17, 2021 to December 31, 2021		Period from January 1, 2021 to March 16, 2021		Year ended December 31, 2020	
	\$	%	\$	%	\$	%
Benefit provision at federal statutory rate	1,073	21.0%	1,049	21.0%	7,447	21.0%
State/foreign tax benefit	180	4.4%	209	4.4%	1,438	4.1%
Effect of tax credits	-	0.0%	-	0.0%	(20)	-0.1%
Non-controlling interest	-	0.0%	-	0.0%	(670)	-1.9%
Other	-	0.0%	-	0.0%	230	0.6%
Valuation allowance	(1,292)	-25.8%	(1,267)	-25.4%	(7,325)	-20.6%
Income tax (expense) benefit	\$ (39)	-0.4%	\$ (9)	0.0%	\$ 1,100	3.1%

ASC 740, *Income Taxes*, provides a model for how a company should recognize, measure and present in its financial statements uncertain tax positions that have been taken or are expected to be taken with respect to all open years and in all significant jurisdictions. Pursuant to this accounting standard, we recognize a tax benefit only if it is "more likely than not" that a particular tax position will be sustained upon examination or audit. To the extent the "more likely than not" standard has been satisfied, the benefit associated with a tax position is measured as the largest amount that is greater than 50% likely of being realized upon settlement.

## 12. Fair Value

Applicable accounting standards define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). We measure our assets and liabilities using inputs from the Level 1, Level 2 and Level 3 of the fair value hierarchy.

Cash, restricted cash and accounts receivable carrying values on our consolidated balance sheets approximate fair value due to the short-term nature of these items.

We estimate the fair value of our notes receivable using expected future payments discounted at risk-adjusted rates, both of which are Level 3 inputs. We estimate the fair value of our long-term debt and finance lease obligations using expected future payments discounted at risk-adjusted rates, both of which are Level 3 inputs. The fair values provided below are not necessarily indicative of the amounts we or the debt holders could realize in a current market exchange. In addition, potential income tax ramifications related to the realization of gains and losses that would be incurred in an actual sale or settlement have not been taken into consideration. Estimated fair values of financial instruments (in thousands) are shown in the table below.

	Successor		Predecessor	
	December 31, 2021		December 31, 2020	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Financial assets:				
Notes receivable	\$ 135	\$ 135	\$ 455	\$ 455
Financial liabilities:				
Total debt	\$ -	\$ -	\$ 5,600	\$ 5,455

## 13. Related Party Transactions

During the fourth quarter of 2018, we transitioned management of our company operated Hotel RL Baltimore Inner Harbor and Hotel RL Washington DC from RL Management, Inc., to Merritt Hospitality, LLC ("Merritt"), an affiliate of HEI Hotels and Resorts, of which one of the former members of our Board of Directors, Ted Darnall, is currently the Chief Executive Officer. Additionally, during the first quarter of 2019, management of our company operated hotel Red Lion Hotel Seattle Airport was

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

also transitioned from RL Management, Inc. to Merritt. During the period from January 1, 2021 through March 16, 2021 and the year ended December 31, 2020, we paid \$21,000 and \$0.6 million, respectively, in management fees to Merritt for management of these properties. These amounts were included in hotel operations expense in the consolidated statements of comprehensive loss. This relationship was no longer considered a related party after the completion of the Merger.

Additionally, five hotels managed by Merritt purchased services provided by us through our all-in-one cloud-based hospitality management suite, Canvas Integrated Systems, operated by our wholly owned subsidiary, RLabs, Inc. During the period from January 1, 2021 through March 16, 2021 and the year ended December 31, 2020, we recognized revenue of \$0.2 million and \$0.7 million, respectively, for services sold to these hotels. These amounts were included in other fee revenue in the consolidated statements of comprehensive loss. This relationship was no longer considered a related party after the completion of the Merger.

After the completion of the Merger, RLH has distributed cash to Sonesta for working capital purposes and Sonesta has paid a number of vendors on behalf of RLH. The net impact of this activity for the period from March 17, 2021 through December 31, 2021 is a \$26.5 million receivable from Sonesta to RLH, included in due from related parties in our consolidated balance sheets.

**14. Dispositions**

During the years ended December 31, 2021 and 2020, we continued the execution of a hotel asset sales initiative consistent with our previously stated business strategy to focus on moving towards operations as primarily a franchise company, and disposed of three company operated hotel properties. In February 2021, we disposed of one company operated hotel, comprising net assets of \$7.7 million, for cash proceeds of \$7.5 million. This disposition resulted in a loss of \$0.2 million. During the first quarter of 2020, we disposed of two company operated hotel properties, comprising net assets of \$30.2 million, for cash proceeds of \$37.9 million. These dispositions resulted in a combined gain of \$7.9 million. The dispositions in 2021 and 2020 did not meet the criteria for discontinued operations.

The following summarizes the results of operations for the three properties sold during 2021 and 2020 (in thousands):

	<u>Successor</u>	<u>Predecessor</u>	
	<u>Period from March 17, 2021 to December 31, 2021</u>	<u>Period from January 1, 2021 to March 16, 2021</u>	<u>Year ended December 31, 2020</u>
Pre-tax income (loss)	\$ -	\$ (439)	\$ 1,613
Net loss attributable to noncontrolling interest	-	203	1,083
Net income (loss) attributable to RLHC	<u>\$ -</u>	<u>\$ (236)</u>	<u>\$ 2,696</u>

As of December 31, 2021 and 2020, we had no properties meeting the criteria to be classified as held for sale in our consolidated balance sheets.

**15. Business Combination**

On March 17, 2021, or the Acquisition Date, the Sonesta completed acquisition of RLH pursuant to a Merger Agreement, where Sonesta acquired 100% of the outstanding common stock and voting interest of RLH.

Total consideration for the RLH Acquisition was \$87.9 million, which the company paid in cash to RLH shareholders. Subsequent to the Acquisition Date, \$0.8 million in cash was exchanged in settlement of certain restricted and preferred stock units, or RSU/PSU Settlement. In accordance with the applicable accounting guidance, we included \$229 of the RSU/PSU Settlement in the RLH Consideration and a corresponding liability for purchase price accounting.

The following table (in thousands) summarizes the estimated fair values of the assets acquired and liabilities assumed at the Acquisition Date. We are in the process of finalizing our calculations related to goodwill and certain deferred tax liabilities;

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

thus, the provisional measurements of goodwill and deferred tax liabilities (included within assumed non-interest bearing liabilities below) are subject to change.

**Purchase Price Allocation:**

Cash and cash equivalents	\$ 28,035
Intangible assets - brand names	16,730
Intangible assets - franchise agreements	5,184
Land	3,800
Building and improvements	6,756
Furniture, fixtures and equipment	6,745
Accounts receivable, net	5,656
Prepaid expenses and other current assets	4,616
Operating lease right of use assets and other long term assets	4,706
Goodwill	19,416
Assumed non-interest bearing liabilities	(13,737)
Net purchase price	<u>87,907</u>

**16. Subsequent Events**

The Company has evaluated subsequent events through March 24, 2022, which is the date these statements were available to be issued. There were no other significant subsequent events identified that required disclosures in these financial statements.

# **RED LION HOTELS CORPORATION**

## Financial Statements

As of and for the years ended December 31, 2020 and 2019





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## **Independent Auditor's Report**

Board of Directors  
Red Lion Hotels Corporation  
Denver, Colorado

### ***Opinion***

We have audited the consolidated financial statements of Red Lion Hotels Corporation (the Company), which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of comprehensive loss, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

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

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 that the consolidated financial statements are issued or available to be issued.



### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*BDO USA, LLP*

Spokane, Washington  
March 22, 2021

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
**December 31, 2020 and 2019**

**2020**      **2019**  
(In thousands, except share data)

**ASSETS**

<b>Current assets:</b>		
Cash and cash equivalents (\$1,287 and \$1,819 attributable to VIEs)	\$ 34,221	\$ 29,497
Restricted cash (\$100 and \$2,311 attributable to VIEs)	100	2,311
Accounts receivable, net of an allowance for doubtful accounts \$7,712 and \$4,589, respectively (\$178 and \$1,033 attributable to VIEs)	7,310	15,143
Notes receivable, net	455	5,709
Other current assets (\$143 and \$311 attributable to VIEs)	4,065	5,849
<b>Total current assets</b>	<b>46,151</b>	<b>58,509</b>
Property and equipment, net (\$7,698 and \$29,848 attributable to VIEs)	27,533	68,668
Operating lease right-of-use assets (\$— and \$10,810 attributable to VIEs)	4,723	48,283
Goodwill	18,595	18,595
Intangible assets, net	35,303	48,612
Other assets, net (\$— and \$703 attributable to VIEs)	2,491	3,851
<b>Total assets</b>	<b>\$ 134,796</b>	<b>\$ 246,518</b>

**LIABILITIES**

<b>Current liabilities:</b>		
Accounts payable (\$143 and \$589 attributable to VIEs)	\$ 4,359	\$ 5,510
Accrued payroll and related benefits (\$54 and \$349 attributable to VIEs)	984	2,709
Other accrued liabilities (\$169 and \$455 attributable to VIEs)	3,585	5,469
Long-term debt, due within one year (\$5,594 and \$16,984 attributable to VIEs)	5,594	16,984
Operating lease liabilities, due within one year (\$— and \$966 attributable to VIEs)	1,559	4,809
<b>Total current liabilities</b>	<b>16,081</b>	<b>35,481</b>
Long-term debt, due after one year, net of debt issuance costs (\$— and \$5,576 attributable to VIEs)	—	5,576
Line of credit, due after one year	—	10,000
Operating lease liabilities, due after one year (\$— and \$11,938 attributable to VIEs)	4,479	46,592
Deferred income and other long-term liabilities (\$— and \$28 attributable to VIEs)	571	1,105
Deferred income taxes	405	743
<b>Total liabilities</b>	<b>21,536</b>	<b>99,497</b>

Commitments and contingencies (Note 10)

**STOCKHOLDERS' EQUITY**

<b>RLH Corporation stockholders' equity:</b>		
Preferred stock - 5,000,000 shares authorized; \$0.01 par value; no shares issued or outstanding	—	—
Common stock - 50,000,000 shares authorized; \$0.01 par value; 25,464,899 and 25,148,005 shares issued and outstanding	255	251
Additional paid-in capital, common stock	179,831	181,608
Accumulated deficit	(68,050)	(36,875)
<b>Total RLH Corporation stockholders' equity</b>	<b>112,036</b>	<b>144,984</b>
Noncontrolling interest	1,224	2,037
<b>Total stockholders' equity</b>	<b>113,260</b>	<b>147,021</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 134,796</b>	<b>\$ 246,518</b>

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

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
**For the Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u> (Revised)
	(In thousands, except per share data)	
Revenue:		
Royalty	\$ 15,103	\$ 21,778
Marketing, reservations and reimbursables	20,470	31,146
Other franchise	3,313	6,321
Company operated hotels	12,921	55,029
Other	—	14
Total revenues	<u>51,807</u>	<u>114,288</u>
Operating expenses:		
Selling, general, administrative and other expenses	29,929	29,420
Company operated hotels	14,445	48,612
Marketing, reservations and reimbursables	18,445	29,292
Depreciation and amortization	9,663	14,567
Asset impairment	15,915	14,128
Gain on asset dispositions, net	(7,405)	(7,067)
Transaction and integration costs	4,583	632
Total operating expenses	<u>85,575</u>	<u>129,584</u>
Operating loss	(33,768)	(15,296)
Other income (expense):		
Interest expense	(641)	(5,157)
Loss on early retirement of debt	(1,309)	(428)
Other income, net	254	161
Total other income (expense)	<u>(1,696)</u>	<u>(5,424)</u>
Loss before taxes	(35,464)	(20,720)
Income tax expense (benefit)	(1,100)	253
Net loss	(34,364)	(20,973)
Net loss attributable to noncontrolling interest	3,189	1,944
Net loss and comprehensive loss attributable to RLH Corporation	<u>\$ (31,175)</u>	<u>\$ (19,029)</u>
Loss per share - basic	\$ (1.23)	\$ (0.76)
Loss per share - diluted	\$ (1.23)	\$ (0.76)
Weighted average shares - basic	25,349	24,931
Weighted average shares - diluted	25,349	24,931

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

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**For the Years Ended December 31, 2020 and 2019**

Red Lion Hotels Corporation Stockholders' Equity							
Common Stock			Retained Earnings (Accumulated Deficit)	RLH Corporation Total Equity	Equity Attributable to Non-controlling Interest	Total Equity	
Shares	Amount	Additional Paid-In Capital					
(In thousands, except share data)							
<b>Balances, December 31, 2018</b>	24,570,158	\$ 246	\$ 182,018	\$ (17,846)	\$ 164,418	\$ 21,164	\$185,582
Net loss	—	—	—	(19,029)	(19,029)	(1,944)	(20,973)
Shared based payment activity	577,847	5	(34)	—	(29)	—	(29)
Reclassification of noncontrolling interest	—	—	(376)	—	(376)	376	—
Distributions to noncontrolling interests	—	—	—	—	—	(17,559)	(17,559)
<b>Balances, December 31, 2019</b>	25,148,005	251	181,608	(36,875)	144,984	2,037	147,021
Net loss	—	—	—	(31,175)	(31,175)	(3,189)	(34,364)
Shared based payment activity	316,894	4	599	—	603	—	603
Reclassification of noncontrolling interest	—	—	(2,376)	—	(2,376)	2,376	—
<b>Balances, December 31, 2020</b>	<u>25,464,899</u>	<u>\$ 255</u>	<u>\$ 179,831</u>	<u>\$ (68,050)</u>	<u>\$ 112,036</u>	<u>\$ 1,224</u>	<u>\$113,260</u>

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

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**For the Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
	(In thousands)	
<b>Operating activities:</b>		
Net loss	\$ (34,364)	\$ (20,973)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	9,663	14,567
Noncash PIK interest and amortization of debt issuance costs	200	1,077
Amortization of key money and contract costs	981	1,166
Amortization of contract liabilities	(793)	(1,167)
Gain on asset dispositions, net	(7,405)	(7,067)
Loss on early retirement of debt	1,309	276
Asset impairment	15,915	14,128
Deferred income taxes	(338)	(29)
Stock based compensation expense	605	1,780
Provision for doubtful accounts	11,236	3,935
Change in current assets and liabilities:		
Accounts receivable	1,855	(89)
Key money disbursements	(560)	(857)
Other current assets	1,597	(248)
Accounts payable	(1,289)	380
Other accrued liabilities	(3,112)	(1,497)
Net cash provided by (used in) operating activities	<u>(4,500)</u>	<u>5,382</u>
<b>Investing activities:</b>		
Capital expenditures	(1,852)	(4,939)
Net proceeds from disposition of property and equipment	37,329	44,137
Collection of notes receivable	31	283
Advances on notes receivable	(200)	(90)
Net cash provided by investing activities	<u>35,308</u>	<u>39,391</u>
<b>Financing activities:</b>		
Borrowings on long-term debt, net of discounts	4,234	32,935
Repayment of long-term debt and finance leases	(21,970)	(45,943)
Repayment of line of credit borrowing	(10,000)	—
Prepayment penalty on long-term debt	(559)	—
Debt issuance costs	—	(253)
Distributions to noncontrolling interest	—	(17,559)
Stock-based compensation awards canceled to settle employee tax withholding	(82)	(2,150)
Stock option and stock purchase plan issuances, net and other	82	216
Net cash used in financing activities	<u>(28,295)</u>	<u>(32,754)</u>
<b>Change in cash, cash equivalents and restricted cash:</b>		
Net increase in cash, cash equivalents and restricted cash	2,513	12,019
Cash, cash equivalents and restricted cash at beginning of year	31,808	19,789
Cash, cash equivalents and restricted cash at end of year	<u>\$ 34,321</u>	<u>\$ 31,808</u>

**RED LION HOTELS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS - (Continued)**  
**For the Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
	(In thousands)	
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid (refunded) during years for:		
Income taxes	\$ (223)	\$ 763
Interest on debt	\$ 508	\$ 4,938
Non-cash operating, investing and financing activities:		
Property and equipment, purchases not yet paid	\$ 52	\$ 182

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

**RED LION HOTELS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Organization**

Red Lion Hotels Corporation ("RLH Corporation," "RLHC," "we," "our," "us," or "our company") is a doing business as RLH Corporation and primarily engaged, through its subsidiaries, in the franchising and ownership of hotels of its proprietary brands, including the following brands that are being actively sold in the United States and Canada: Hotel RL, Red Lion Hotels, Red Lion Inn & Suites, GuestHouse Extended Stay, Americas Best Value Inn, Canadas Best Value Inn, Signature and Signature Inn, and Knights Inn.

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally. In Notes 5, 6, 7, 8 and 13 we have disclosed certain impacts of the COVID-19 outbreak, and the resulting Coronavirus Aid, Relief and Economic Security Act, to our business and results of operations. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the impact of the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce; however, given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the future effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity.

On December 30, 2020, RLH Corporation entered into a definitive merger agreement ("Merger Agreement") with Sonesta International Hotels Corporation ("Sonesta") under which RLHC will be acquired by Sonesta in an all-cash transaction. Under the terms of the Merger Agreement, holders of RLHC's common stock will receive \$3.50 per share in cash. On March 16, 2021, RLHC's shareholders voted and approved the Merger Agreement with Sonesta. On March 17, 2021, the Merger closed and consideration of \$3.50 per share, RSU, and PSU was transferred from Sonesta to RLHC shareholders and RSU and PSU holders for a total transaction price of \$90.1 million. At closing, RLHC incurred additional transaction costs of approximately \$5.2 million associated with the successful closing of the Merger Agreement. RLHC has delisted from the NYSE and provided notice to eliminate public filing requirements.

**2. Summary of Significant Accounting Policies**

*Principles of Consolidation*

The consolidated financial statements have been prepared by us in accordance with generally accepted accounting principles in the United States of America (GAAP) and include all accounts and wholly and majority-owned subsidiaries' accounts. All significant inter-company and inter-segment transactions and accounts have been eliminated upon consolidation.

*Use of Estimates*

The preparation of consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could materially differ from those estimates.

*Reclassifications*

For the year ended December 31, 2020, the amortization of key money was presented as a reduction to the *Royalty and Marketing, reservations, and reimbursables* revenue line items in our Consolidated Statements of Comprehensive Loss. In prior periods, this amortization was presented as a reduction to *Other franchise* revenues. We have reclassified this item in the Consolidated Statements of Comprehensive Loss for 2019 resulting in a reduction of *Royalty* revenues by \$0.4 million and *Marketing, reservations, and reimbursables* revenues by \$0.2 million, offset by an increase in *Other franchise* revenues of \$0.6 million. This had no impact on previously reported total revenues.

*Revenue Recognition*



Revenue is generally recognized as services are provided. Revenues are primarily derived from franchise contracts with third-party hotel owners, as well as from individual hotel guests and corporate patrons at our owned and leased hotels. The majority of compensation received for our performance obligations is variable or fixed consideration from our franchise contracts or fixed transactional guest consideration through our owned and leased hotels. We recognize the variable fees as the services to which they relate are delivered, applying the prescribed variable consideration allocation guidance. In certain circumstances we defer consideration and recognize consideration over time as the related performance obligations are satisfied.

#### Franchised hotels revenue

We identified the following services as one performance obligation in connection with our franchise contracts:

- *Intellectual Property (IP)* licenses grant a non-exclusive, limited revocable license to the RLHC trademarks and hotel names.
- *Manual and Training Services* provide operational assistance unique to the RLHC brands, business model and standards.
- *Reservation Services* are provided through direct or indirect system access.
- *Marketing Services and Arrangements* benefit the overall hotel network and include brand promotions, direct guest marketing, brand name marketing and various other programs targeted at advertising to guests.
- *Brand Conference* is provided typically annually for third party owners to gather and attend educational seminars and brand informational presentations.

The performance obligation related to franchise revenues is delivered over time. While the underlying services may vary from day to day, the nature of the promises are the same each day, other than the Brand Conference, which is recognized in the month the service is provided, and the property owner can independently benefit from each day's services. Franchise fees for midscale agreements are typically based on the sales or usage of the underlying hotel, with the exception of fixed upfront fees that usually represent an insignificant portion of the transaction price. In addition, we have certain franchise agreements that contain a declining royalty rate over the term of the contract. Revenue for these contracts cannot be recognized based on the underlying sales or usage of the hotel, but are instead accounted for as variable consideration recognized ratably over the term of the agreements. Franchise fees for economy agreements are typically fixed fee for royalties and marketing based on the room count of the hotel.

*Franchised hotels revenue* represent fees earned in connection with the licensing of one of our brands, usually under long-term contracts with the property owner, and include the following:

- *Royalty fees* are generally based on a percentage of a hotel's monthly gross room revenue or a fixed monthly fee based on room count. These fees are typically billed and collected monthly, and revenue is generally recognized at the same time the fees are billed.
- *Marketing, reservations and reimbursables* are associated with our brands and shared services, which are paid from fees collected by us from the franchised properties. Revenue is generally recognized on a gross basis as fees are billed, which are based on the underlying hotel's sales or usage (e.g., gross room revenues and number of reservations processed) and expenses are expected to equal the revenues over time.
- *Other franchise fees* are primarily charges for services provided to franchised properties for revenue management and quality assurance inspections. In addition, this includes application, initiation and other fees that are charged when: (i) new hotels enter our system, (ii) there is a change of ownership, or (iii) contracts with properties already in our system are extended or modified. These fees are typically fixed and collected upfront and are recognized as revenue over the term of the franchise contract.

Any consideration paid or anticipated to be paid to incentivize hotel owners to enter into franchise contracts is capitalized and reduces revenues as amortized. The commission or direct costs of acquiring the contract or modification are recorded as contract acquisition costs and are recognized in franchise costs when amortized on a straight-line basis over the length of the contract.

#### Company operated hotels revenue

We identified the following performance obligations in connection with our owned and leased hotel revenues, for which revenue is recognized as the respective performance obligations are satisfied, which results in recognizing the amount we expect to be entitled to for providing the goods or services to the hotel customer or guest:

- *Room reservations or ancillary services* are typically satisfied as the good or service is transferred to the hotel guest, which is generally when the room stay occurs.
- *Other ancillary goods and services* are purchased independently of the room reservation at standalone selling prices and are considered separate performance obligations, which are satisfied when the related good or service is provided to the hotel guest.

*Company operated hotels revenue* primarily consist of hotel room rentals, revenue from accommodations sold in conjunction with other services (e.g., package reservations), food and beverage sales and other ancillary goods and services (e.g., parking) related to owned, leased and consolidated non-wholly owned (joint venture) hotel properties. Revenue is recognized when rooms are occupied or goods and services have been delivered or rendered, respectively. Payment terms typically align with when the goods and services are provided.

#### Other revenues

*Other revenues* include revenues generated by the incidental support of hotel operations for owned, leased, and franchised hotels, including purchasing operations, and other operating income.

#### Taxes and fees collected on behalf of governmental agencies

We are required to collect certain taxes and fees from customers on behalf of governmental agencies and remit these back to the applicable governmental agencies on a periodic basis. We have a legal obligation to act as a collection agent. We do not retain these taxes and fees and, therefore, they are not included in our measurement of transaction prices. We have elected to present revenue net of sales taxes and other similar taxes. We record a liability when the amounts are collected and relieve the liability when payments are made to the applicable taxing authority or other appropriate governmental agency.

#### *Cash and Cash Equivalents*

All highly liquid investments purchased with an original maturity of three months or less are considered to be cash equivalents. At times, cash balances at banks and other financial institutions may be in excess of federal insurance limits.

#### *Restricted Cash*

In accordance with our various borrowing arrangements, cash is often restricted and held primarily as reserves for debt service (interest only), property improvements and other requirements from the lenders.

#### *Notes Receivable*

We carry notes receivable at their estimated collection amount, and they are classified as either current or long-term depending on the expected collection date. Interest income on notes receivable is recognized using the interest method.

#### *Allowance for Doubtful Accounts*

The ability to collect individual accounts or notes receivable is reviewed on a routine basis. An allowance for doubtful accounts is recognized based on a combination of reserves calculated based on underlying characteristics of receivables (such as the age of the related receivable) as well as specifically identified amounts believed to be uncollectible. If actual collection experience changes, revisions to the allowance may be required and if all attempts to collect a receivable fail, it is recorded against the allowance. The estimate of the allowance for doubtful accounts may be impacted by, among other things, national and regional economic conditions.

The following schedule summarizes the activity in the allowance account for trade accounts receivable for the past two years (in thousands):

	<b>Years Ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
<b>Allowance for doubtful accounts</b>		
Balance, beginning of year	\$ 4,589	\$ 2,345
Additions to allowance	5,174	3,383
Write-offs, net of recoveries	(2,051)	(1,139)
Balance, end of year	<u>\$ 7,712</u>	<u>\$ 4,589</u>

The following schedule summarizes the activity in the allowance account for notes receivable for the past two years (in thousands):

	<b>Years Ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
<b>Allowance for doubtful accounts</b>		
Balance, beginning of year	\$ 552	\$ —
Additions to allowance	6,062	552
Write-offs	(5,769)	—
Balance, end of year	<u>\$ 845</u>	<u>\$ 552</u>

#### *Other Current Assets*

Other current assets primarily includes prepaid and other expenses such as prepaid insurance, prepaid taxes, deposits, advertising costs and prepaid costs related to our brand conferences. Other current assets also consists of inventories, which are mostly food and beverage products held for sale at the company operated restaurants and guest supplies. Inventories are valued at the lower of cost, determined on a first-in, first-out basis, or net realizable value.

#### *Property and Equipment*

Property and equipment are stated at cost less accumulated depreciation. The cost of improvements that extend the life of property and equipment are capitalized. Repairs and maintenance charges are recognized as incurred.

Depreciation is calculated using the straight-line method over the estimated useful life of each asset, which ranges as follows:

Buildings	25 to 39 years
Equipment	2 to 15 years
Furniture and fixtures	2 to 15 years
Landscaping and improvements	15 years

Leasehold improvements are capitalized and depreciated over the term of the applicable lease, including renewable periods if reasonably assured to be exercised based on economic conditions and factors, or over the useful lives, whichever is shorter.

#### *Leases*

We determine if an arrangement is a lease or contains a lease at inception. If an arrangement is a lease or contains a lease, we then determine whether the lease meets the criteria of a finance lease or an operating lease. Finance leases are included in *Property and equipment, net*, *Other accrued liabilities*, and *Deferred income and other long-term liabilities* in our Consolidated Balance Sheets. Operating leases are included in *Operating lease right-of-use assets*, *Operating lease liabilities, due within one year*, and *Operating lease liabilities, due after one year*, in our Consolidated Balance Sheets. We reassess if an arrangement is or contains a lease upon modification of the arrangement.

At the commencement date of a lease, we recognize a lease liability for contractual fixed lease payments and a corresponding right-of-use asset representing our right to use the underlying asset during the lease term. The lease liability is measured initially as the present value of the contractual fixed lease payments during the lease term. The lease term additionally includes

renewal periods only if it is reasonably certain that we will exercise the options. Contractual fixed lease payments are discounted at the rate implicit in the lease when readily determinable. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the commencement date. Additionally, we elected not to recognize leases with lease terms of 12 months or less at the commencement date in our Consolidated Balance Sheets. The right-of-use asset is recognized at the amount of the lease liability with certain adjustments, if applicable. These adjustments include lease incentives, prepaid rent, and initial direct costs.

#### *Indefinite-Lived Intangible Assets*

Through prior business combinations we have obtained intangible assets related to our Americas Best Value Inn, Canadas Best Value Inn, Guesthouse, Knights Inn, and Red Lion brands. At the time of each acquisition, the brands were assigned a fair value based on the relief from royalty method. As there are no limitations on the useful lives of these assets, we have determined they are indefinite-lived intangible assets that will not be amortized. Annually, on October 1, we reassess the useful lives of each asset to determine if they should continue to be classified as indefinite and we additionally test the assets for impairment. Impairment may also be tested at any point in which facts and circumstances indicate that it is more likely than not that the fair value of the asset is less than the carrying amount. As part of the impairment test, we may elect to perform an assessment of qualitative factors. If this qualitative assessment indicates that it is more likely than not that the fair value of the asset is less than its carrying amount, or if we elect to bypass the qualitative assessment, we would then proceed with a quantitative assessment. The quantitative assessment involves calculating an estimated fair value of the asset using the relief from royalty method, and comparing the estimated fair value of the asset to its carrying amount. If the estimated fair value of the asset exceeds its carrying value, no impairment is recognized. However, if the carrying amount of the asset exceeds its fair value, an impairment loss is recognized in an amount equal to the excess.

On October 1, 2020, we recognized impairment losses on the Americas Best Value Inn, Knights Inn and Canadas Best Value Inn brand name indefinite-lived intangible assets of \$8.0 million, \$1.9 million and \$0.3 million, respectively. As of October 1, 2019, we recognized impairment losses on the Americas Best Value Inn and Knights Inn brand name indefinite-lived intangible assets of \$7.4 million and \$1.3 million, respectively. The impairment losses are included in *Asset impairment* in the Consolidated Statements of Comprehensive Loss. See further discussion of the impairment and reclassification at Note 6, *Goodwill and Intangible Assets*.

#### *Valuation of Long-Lived Assets Including Finite-Lived Intangible Assets*

We test long-lived asset groups, including finite-lived intangible assets, for recoverability when changes in circumstances indicate the carrying value may not be recoverable. For example, when there are material adverse changes in projected revenues or expenses, significant underperformance relative to historical or projected operating results, or significant negative industry or economic trends. We also perform a test for recoverability when management has committed to a plan to sell or otherwise dispose of an asset group. We evaluate recoverability of an asset group by comparing its carrying value to the future net undiscounted cash flows that we expect will be generated by the asset group. If the comparison indicates that the carrying value of an asset group is not recoverable, we recognize an impairment loss for the excess of carrying value over the estimated fair value. When we recognize an impairment loss for assets to be held and used, we depreciate the adjusted carrying amount of those assets over their remaining useful life.

During the year ended December 31, 2020, we recognized an impairment loss on our Red Lion Hotel Seattle Airport property of \$2.5 million and an impairment loss of \$3.2 million on our Hotel RL Olympia joint venture property. During the year ended December 31, 2019, we recognized an impairment loss on our Hotel RL Washington DC joint venture property of \$5.4 million. These losses are included in *Asset impairment* in the Consolidated Statements of Comprehensive Loss. See further discussion of the impairment losses at Note 5, *Property and Equipment*.

#### *Goodwill*

Goodwill is assigned to our reporting units based on the expected benefit from the synergies arising from each business combination, determined by using certain financial metrics. The reporting units are aligned with our reporting segments. Goodwill is not amortized, but we test goodwill for impairment each year as of October 1, or more frequently should facts and circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than the carrying amount. As part of the impairment test, we may elect to perform an assessment of qualitative factors. If this qualitative assessment indicates that it is more likely than not that the fair value of a reporting unit, including goodwill, is less than its carrying amount, or if we elect to bypass the qualitative assessment, we would then proceed with a quantitative assessment. The quantitative assessment involves calculating an estimated fair value of each reporting unit based on projected future cash flows, and comparing the estimated fair values of the reporting units to their carrying amounts, including goodwill. If the estimated fair value of the

reporting unit exceeds its carrying value, including goodwill, no impairment is recognized. However, if the carrying amount of a reporting unit, including goodwill, exceeds its fair value, an impairment loss is recognized in an amount equal to the excess, limited to the total goodwill balance of the reporting unit.

We have not recognized any impairment on goodwill during the years ended December 31, 2020 and 2019.

#### *Variable Interest Entities*

We analyze the investments we make in joint venture entities based on the accounting guidance for variable interest entities (VIEs). These joint ventures are evaluated to determine whether (1) sufficient equity at risk exists for the legal entity to finance its activities without additional subordinated financial support or, (2) as a group, the holders of the equity investment at risk lack one of the following characteristics (a) the power, through voting or similar rights, to direct the activities of the legal entity that most significantly impact the entity's economic performance or, (b) the obligation to absorb the expected losses of the legal entity or (c) the right to receive expected residual returns of the legal entity, or (3) the voting rights of some equity investors are not proportional to their obligations to absorb the losses or the right to receive benefits and substantially all of the activities either involve or are conducted on behalf of an investor with disproportionately few voting rights. If any one of the above three conditions are met then the joint venture entities are considered to be VIEs.

We consolidate the results of any such VIE in which we determine that we are the primary beneficiary. We are considered to be the primary beneficiary of an entity if we have both the power to direct the activities that most significantly affect the VIE's economic performance and the obligation to absorb the losses of, or right to receive the benefits from, the VIE that could be potentially significant to the VIE.

#### *Other Assets*

Other assets primarily consist of key money arrangements with certain of our franchisees and IT system implementation and license costs, for both our franchisees and our company operated hotels. We recognize key money paid in conjunction with entering into long-term franchise agreements as prepaid expenses and amortize the amount paid as a reduction of revenue over the term of the franchise agreements. IT system implementation and license costs represent costs incurred to implement, operate and maintain RevPak, our proprietary guest management system application and are amortized over the initial term of the software license arrangement or the current license period, as applicable.

#### *Fair Value Measurements*

Applicable accounting standards define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). We measure our assets and liabilities using inputs from the following three levels of the fair value hierarchy:

- Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that we have the ability to access at the measurement date.
- Level 2 inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).
- Level 3 includes unobservable inputs that reflect assumptions about what factors market participants would use in pricing the asset or liability. We develop these inputs based on the best information available, including our own data.

#### *Income Taxes*

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We recognize deferred tax assets to the extent that we believe these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning, and results of recent operations. At December 31, 2020 and 2019, a partial valuation allowance was recorded to reduce our deferred tax assets to an amount that is more likely than not

to be realized. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We classify any interest expense and penalties related to underpayment of taxes and any interest income on tax overpayments as components of income tax expense.

If applicable, we record uncertain tax positions in accordance with Accounting Standards Codification (ASC) 740 on the basis of a two-step process whereby (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. There were no uncertain tax positions during the years ended December 31, 2020 and 2019.

#### *Advertising and Promotion*

Costs associated with advertising and promotional efforts are generally recognized as incurred. During the years ended December 31, 2020 and 2019, we incurred approximately \$2.2 million and \$2.3 million, respectively, in advertising expense included in *Marketing, reservations, and reimbursables expense* in the Consolidated Statements of Comprehensive Loss.

#### *Basic and Diluted Earnings (Loss) Per Share*

Basic earnings (loss) per share attributable to RLH Corporation is computed by dividing income (loss) attributable to RLH Corporation by the weighted-average number of shares outstanding during the period. Diluted earnings (loss) per share attributable to RLH Corporation gives effect to all dilutive potential shares that are outstanding during the period and include outstanding stock options, other outstanding employee equity grants and warrants, by increasing the weighted-average number of shares outstanding by their effect. See Note 12 *Earnings (Loss) Per Share*.

#### *New Accounting Pronouncements Not Yet Adopted*

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments*, which will change how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The ASU will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. For trade and other receivables, held to maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking "expected loss" model that generally will result in the earlier recognition of allowances for losses. In October 2019, an update was issued to the standard that deferred the effective date of the guidance to the first quarter of 2023 for smaller reporting companies such as us. We are currently evaluating the effects of this ASU on our financial statements, and such effects have not yet been determined.

We have assessed the potential impact of other recently issued, but not yet effective, accounting standards and determined that the provisions are either not applicable to us or are not anticipated to have a material impact on our consolidated financial statements.

### **3. Business Segments**

We have two operating segments: franchised hotels and company operated hotels. The "other" segment consists of miscellaneous revenues and expenses, cash and cash equivalents, certain receivables, certain property and equipment and general and administrative expenses, which are not specifically associated with an operating segment. Management reviews and evaluates the operating segments exclusive of interest expense, income taxes and certain corporate expenses; therefore, they have not been allocated to the operating segments. We allocate direct selling, general, administrative and other expenses to our operating segments. All balances have been presented after the elimination of inter-segment and intra-segment revenues and expenses.

Selected financial information is provided below (in thousands):

<b>Year Ended December 31, 2020</b>	<b>Franchised Hotels</b>	<b>Company Operated Hotels</b>	<b>Other</b>	<b>Total</b>
Revenue	\$ 38,886	\$ 12,921	\$ —	\$ 51,807
Operating expenses:				
Segment and other operating expenses	35,501	15,633	11,685	62,819
Depreciation and amortization	3,555	2,178	3,930	9,663
Asset impairment	10,254	5,661	—	15,915
Loss (gain) on asset dispositions, net	375	(8,131)	351	(7,405)
Transaction and integration costs	—	54	4,529	4,583
Operating loss	\$ (10,799)	\$ (2,474)	\$ (20,495)	\$ (33,768)
Capital expenditures	\$ —	\$ 86	\$ 1,766	\$ 1,852
Identifiable assets as of December 31, 2020	\$ 65,156	\$ 28,052	\$ 41,588	\$ 134,796

<b>Year Ended December 31, 2019</b>	<b>Franchised Hotels</b>	<b>Company Operated Hotels</b>	<b>Other</b>	<b>Total</b>
Revenue	\$ 59,245	\$ 55,029	\$ 14	\$ 114,288
Operating expenses:				
Segment and other operating expenses	41,474	50,514	15,336	107,324
Depreciation and amortization	4,033	7,161	3,373	14,567
Asset impairment	8,746	5,382	—	14,128
Loss (gain) on asset dispositions, net	(1)	(7,188)	122	(7,067)
Transaction and integration costs	90	276	266	632
Operating income (loss)	\$ 4,903	\$ (1,116)	\$ (19,083)	\$ (15,296)
Capital expenditures	\$ 1,426	\$ 526	\$ 2,987	\$ 4,939
Identifiable assets as of December 31, 2019	\$ 91,832	\$ 118,415	\$ 36,271	\$ 246,518

#### 4. Variable Interest Entities

Our joint venture entities have been determined to be variable interest entities (VIEs), and RLH Corporation has been determined to be the primary beneficiary of each VIE. Therefore, we consolidate the assets, liabilities, and results of operations of (1) RL Venture LLC (RL Venture), (2) RLS Atla Venture LLC (RLS Atla Venture) and (3) RLS DC Venture LLC (RLS DC Venture). Subsequent to the hotel sales in the fourth quarter of 2019 and the first quarter of 2020 discussed further below, RLS Atla Venture and RLS DC Venture have had no additional financial statement activity and have no remaining asset or liability balances.

There were no cash contributions or distributions by partners to any of the joint venture entities during the years ended December 31, 2020 or 2019, except as otherwise described below.

##### *RL Venture*

We own a 55% interest in RL Venture, with the remaining 45% owned by Shelbourne Falcon RLHC Hotel Investors LLC (Shelbourne Falcon), an entity that is led by Shelbourne Capital LLC (Shelbourne). The hotels owned by RL Venture were managed by RL Management, one of our wholly-owned subsidiaries, subject to a management agreement until December 2018, at which point management of the hotels was outsourced to a third party management company. RL Venture is considered a variable interest entity because our voting rights are not proportional to our financial interest and substantially all of RL Venture's activities are conducted on our behalf. We have determined that we are the primary beneficiary as (a) we exert power over two of the entity's key activities (hotel operations and property renovations) and share power over the remaining key activities with Shelbourne Falcon, which does not have the unilateral ability to exercise kick-out rights, and (b) we have the

obligation to absorb losses and right to receive benefits that could be significant to the entity through our 55% equity interest and management fees. As a result, we consolidate RL Venture. The equity interest owned by Shelbourne Falcon is reflected as a noncontrolling interest in the consolidated financial statements.

In March 2019, secured loans with an aggregate principal of \$16.6 million were entered into for two RL Venture properties, Hotel RL Salt Lake City and Hotel RL Olympia. Shortly thereafter, the net loan proceeds were distributed to us and our joint venture partner in accordance with our respective ownership percentages.

In December 2019, the Hotel RL Salt Lake City sold for \$33.0 million. Proceeds from the 2019 RL Venture sale of the Hotel RL Salt Lake City were used to repay in full the secured loan entered into in 2019 for the Hotel RL Salt Lake City property as discussed further in Note 8, *Debt and Line of Credit*. As of December 31, 2020, RL Venture holds one remaining property, the Hotel RL Olympia, owned through RL Olympia, LLC.

Cash distributions may also be made periodically based on calculated distributable income. For the year ended December 31, 2019, RL Venture made cash distributions of \$39.1 million, of which we received \$21.5 million.

In February 2021, the Hotel RL Olympia sold for \$8.0 million. Proceeds from this sale were used to repay in full the secured loan entered into in 2019 for the Hotel RL Olympia property as discussed further in Note 8, *Debt and Line of Credit*. We anticipate making a final distribution to Shelbourne Falcon based on their proportional share of net assets remaining in RL Venture after the closing.

#### *RLS Atla Venture*

We own a 55% interest in RLS Alta Venture and Shelbourne Falcon Big Peach Investors LLC (Shelbourne Falcon III), an entity led by Shelbourne, owns a 45% interest. RLS Atla Venture was considered a variable interest entity because our voting rights were not proportional to our financial interest and substantially all of RLS Atla Venture's activities were conducted on our behalf. We determined that we were the primary beneficiary as (a) we exerted power over the entity's key activities (hotel operations and property renovations) and shared power over the remaining key activities with Shelbourne Falcon III, which did not have the unilateral ability to exercise kick-out rights, and (b) we had the obligation to absorb losses and right to receive benefits that could be significant to the entity through our 55% equity interest and management fees. As a result, we consolidated RLS Atla Venture.

RLH Atlanta LLC (RLH Atlanta), which is wholly-owned by RLS Atla Venture, owned a hotel adjacent to the Atlanta International Airport that opened in April 2016 as the Red Lion Hotel Atlanta International Airport, which was managed by RL Management. The Red Lion Hotel Atlanta International Airport hotel was sold in November 2019 for \$12.3 million. RLS Alta Venture, LLC received \$4.8 million in cash proceeds from the sale after various prorations, selling costs, and the full repayment of the outstanding principal of the RLH Atla Venture mortgage loan. Of the net cash proceeds, RLH Corporation received the entire \$4.8 million. Shelbourne Falcon III did not receive any distributions as a result of amounts due to RLH Corporation from RLS Atla Venture and RLH preferred equity. The \$0.4 million balance remaining in non-controlling interest for the entity was reclassified to *Additional paid-in capital* on the Consolidated Balance Sheets as no remaining distributions to the joint venture partner are required.

#### *RLS DC Venture*

We own 55% of RLS DC Venture, and Shelbourne Falcon DC Investors LLC (Shelbourne Falcon IV), an entity led by Shelbourne, owns 45%. RLH DC LLC, which is wholly-owned by RLS DC Venture, owned a Hotel RL in Washington DC, which was managed by RL Management until December 2018, at which point management of the hotel was outsourced to a third party management company. RLS DC Venture was considered a variable interest entity because our voting rights were not proportional to our financial interest, and substantially all of RLS DC Venture's activities were conducted on our behalf. We determined that we were the primary beneficiary as (a) we exerted power over the entity's key activities (hotel operations and property renovations) and shared power over the remaining key activities with Shelbourne Falcon IV, which did not have the unilateral ability to exercise kick-out rights, and (b) we had the obligation to absorb losses and right to receive benefits that could be significant to the entity through our 55% equity interest and management fees. As a result, we consolidated RLS DC Venture.

In May 2019, a secured loan with principal and accrued exit fee of \$17.4 million was executed by RLS DC Venture. The net loan proceeds were used to pay off previous debt with a principal balance of approximately \$15.9 million. There were no cash distributions resulting from the refinancing.



In February 2020, the Hotel RL in Washington DC, which was wholly-owned by RLS DC Venture, was sold for \$16.4 million. Using proceeds from the sale, together with the release of \$2.3 million in restricted cash held by CP Business Finance I, LP, RLS DC Venture repaid the remaining outstanding principal balance and accrued exit fee under the secured loan agreement. The \$2.4 million balance remaining in non-controlling interest for the entity was reclassified to *Additional paid-in capital* on the Consolidated Balance Sheets as no remaining distributions to the joint venture partner are required.

## 5. Property and Equipment

Property and equipment used in continuing operations is summarized as follows (in thousands):

	December 31,	
	2020	2019
Buildings and equipment	\$ 31,818	\$ 101,619
Furniture and fixtures	2,442	12,407
Landscaping and land improvements	294	2,038
	34,554	116,064
Less accumulated depreciation	(13,191)	(57,491)
	21,363	58,573
Land	5,595	6,871
Construction in progress	575	3,224
Property and equipment, net	<u>\$ 27,533</u>	<u>\$ 68,668</u>

A novel strain of coronavirus (COVID-19) was first identified in Wuhan, China in December 2019, and subsequently declared a pandemic by the World Health Organization on March 11, 2020. To date, COVID-19 has surfaced in nearly all regions around the world and resulted in travel restrictions and business slowdowns or shutdowns in affected areas. The economic impact of the pandemic thus far has been extremely punitive to travel related businesses across the nation, significantly affecting the operating results of companies within the hospitality industry. In the first quarter of 2020, we considered the actual and anticipated economic impacts of the COVID-19 pandemic on our financial results to be an indicator that the carrying value of our long-lived assets might not be recoverable. Accordingly, we performed a test for recoverability using probability-weighted undiscounted cash flows on our long-lived assets as of March 31, 2020. Only the Red Lion Hotel Seattle Airport ("RLH Seattle"), one of our company operated hotel properties under a lease through February 2024, did not recover the carrying value of the long-lived asset group in the test for recoverability, due to the short useful life and lack of terminal value. After calculating the fair value of the RLH Seattle property long-lived asset group, we recognized an impairment loss of \$1.8 million in the first quarter of 2020.

During the third quarter of 2020, we noted an additional indicator that the carrying value of our long-lived assets might not be recoverable at RLH Seattle as the impacts of COVID-19 on business travel have been worse than initially projected in the first quarter of 2020, particularly impacting this airport location. We performed an updated test for recoverability using probability-weighted cash flows on the long-lived assets of RLH Seattle as of September 30, 2020, noting they did not recover the carrying value of the long-lived asset group. After calculating the fair value of the property's asset group, we recognized an additional impairment loss of \$0.7 million in the third quarter of 2020.

Fair values for the RLH Seattle property were determined based on a discounted cash flow analysis, which is a Level 3 fair value measurement. The impairment losses were allocated to the assets within the long-lived asset group on a pro rata basis, with \$2.1 million applied against the hotel building leasehold interest and other equipment, included within *Property and equipment, net* and \$0.4 million applied against the *Operating lease right-of-use asset* on the Consolidated Balance Sheets.

In the fourth quarter of 2020, we entered into a non-binding sales agreement with a third party for the Hotel RL Olympia, another of our company operated properties. Due to the potential for disposal within 12 months, we performed an updated test for recoverability using probability-weighted cash flows on the long-lived assets of the Hotel RL Olympia as of December 31, 2020, noting they did not recover the carrying value of the long-lived asset group. After calculating the fair value of the property's asset group, we recognized an impairment loss of \$3.2 million in the fourth quarter of 2020. The fair value was determined based on the contractual selling price less expected costs to sell, which is a Level 3 fair value measurement. The impairment loss was allocated within the long-lived asset group on a pro rata basis, with the \$3.2 million applied against the hotel land and building, included within *Property and equipment, net* on the Consolidated Balance Sheets. There were no other impairments of our long-lived assets in 2020.

During 2019, we entered into individual non-binding sales agreements with third parties for four of our company operated hotels. Due to the potential for disposition within 12 months, we performed a test for recoverability using probability-weighted undiscounted cash flows on each of these four properties, noting only our Hotel RL Washington DC joint venture property did not recover the carrying value of the long-lived asset group. After calculating the fair value of the Hotel RL Washington DC joint venture property long-lived asset group, we recognized an impairment loss of \$5.4 million. The fair value was determined based on the contractual selling price less expected costs to sell, which is a Level 3 fair value measurement. The impairment loss was allocated to the assets within the long-lived asset group on a pro rata basis, with \$3.4 million applied against the hotel building, included within *Property and equipment, net* and \$2.0 million applied against the *Operating lease right-of-use asset* on the Consolidated Balance Sheets. There were no impairments at the other three properties.

During each of the years ended December 31, 2020 and 2019, we sold two hotel properties, for total gains of \$7.9 million and \$7.3 million, respectively. See further discussion of these dispositions at Note 16, *Dispositions*.

Depreciation expense for property and equipment was \$6.6 million and \$11.0 million for the years ended December 31, 2020 and 2019, respectively.

## **6. Goodwill and Intangible Assets**

### *2020 Impairment*

During the fourth quarter of 2020, as part of our annual impairment testing of indefinite lived intangible assets, we identified an impairment of \$8.0 million on our Americas Best Value Inn indefinite lived brand name, an impairment of \$1.9 million on our Knights Inn indefinite lived brand name, and an impairment of \$0.3 million on our Canadas Best Value Inn indefinite lived brand name, all within our franchised hotel segment. The impairment losses recognized on these brands resulted primarily from deterioration in the overall economy due to the impact of COVID-19, which significantly impacted unobservable inputs, such as the discount rate and terminal cap rate, used in our discounted cash flow analysis. These brand name assets continue to be classified as indefinite lived intangible assets as we are committed to the support and growth of these brands as part of our long term business strategy. The impairment losses are included in the *Asset Impairment* caption in the Consolidated Statements of Comprehensive Loss. No further impairments were identified in the annual impairment testing of our goodwill and other indefinite lived intangible assets.

The inputs used to measure the fair values of the Americas Best Value Inn, Knights Inn and Canadas Best Value Inn brand names were largely unobservable, and accordingly, these measures are classified as Level 3. The fair values of the brand names were estimated based on the relief from royalty method, which models the cash flows from the brand intangibles assuming royalties were received under a licensing arrangement. This discounted cash flow analysis uses inputs such as forecasted future revenues attributable to the brand, assumed royalty rates, a risk-adjusted discount rate that approximates the estimated cost of capital, and a terminal cap rate. The unobservable inputs used in this valuation included projected revenue growth rates, royalty rates, discount rate, and the terminal cap rate. The Company used a discount rate of 14.5% and a terminal cap rate of 11.5%.

### *2019 Impairment*

During the fourth quarter of 2019, as part of our annual impairment testing of indefinite lived intangible assets, we identified an impairment of \$7.4 million on our Americas Best Value Inn indefinite lived brand name and an impairment of \$1.3 million on our Knights Inn indefinite lived brand name, both within our franchised hotels segment. Both brands have experienced lower growth and higher terminations than previously expected. These brand name assets continue to be classified as indefinite lived intangible assets as we are committed to the support and growth of these brands as part of our long term business strategy. The impairment losses are included in the *Asset Impairment* caption in the Consolidated Statements of Comprehensive Loss. No further impairments were identified in the annual impairment testing of our goodwill and other indefinite lived intangible assets.

The inputs used to measure the fair values of the Americas Best Value Inn and Knights Inn brand names were largely unobservable, and accordingly, these measures are classified as Level 3. The fair values of the brand names were estimated based on the relief from royalty method, which models the cash flows from the brand intangibles assuming royalties were received under a licensing arrangement. This discounted cash flow analysis uses inputs such as forecasted future revenues attributable to the brand, assumed royalty rates, a risk-adjusted discount rate that approximates the estimated cost of capital, and a terminal cap rate. The unobservable inputs used in this valuation included projected revenue growth rates, royalty rates, discount rate, and the terminal cap rate. The Company used a discount rate of 11% and a terminal cap rate of 8%.

The following table summarizes the balances of goodwill and other intangible assets (in thousands):

	December 31,	
	2020	2019
Goodwill	\$ 18,595	\$ 18,595
<b>Intangible assets</b>		
Brand name - indefinite lived	\$ 22,279	\$ 32,532
Trademarks - indefinite lived	128	128
Brand name - finite lived, net	2,841	3,554
Customer contracts - finite lived, net	10,055	12,398
Total intangible assets	\$ 35,303	\$ 48,612

All goodwill and other intangible assets were attributable to our franchise segment as of December 31, 2020 and 2019.

The following table summarizes the balances of amortized customer contracts and finite-lived brand names (in thousands):

	December 31,	
	2020	2019
Customer contracts <sup>(1)</sup>	\$ 20,773	\$ 20,773
Brand name - finite lived <sup>(2)</sup>	5,395	5,395
Accumulated amortization	(13,272)	(10,216)
Net carrying amount	\$ 12,896	\$ 15,952

<sup>(1)</sup> Customer contracts are being amortized on a straight-line basis over useful remaining lives ranging from 4.3 years to 13.0 years, with a weighted average remaining life of 11.3 years.

<sup>(2)</sup> Brand name - finite lived are being amortized on a straight-line basis over useful remaining lives ranging from 4.3 years to 5.8 years, with a weighted average remaining life of 5.1 years.

Amortization of our finite lived intangible assets was \$3.1 million and \$3.6 million for the years ended December 31, 2020 and 2019, respectively.

As of December 31, 2020, estimated future amortization expenses related to customer contracts and finite-lived brand names is as follows (in thousands):

Years Ending December 31,	Amount
2021	\$ 2,643
2022	2,306
2023	2,008
2024	1,721
2025	1,188
Thereafter	3,030
Total	\$ 12,896

## 7. Revenue from Contracts with Customers

The following table provides information about receivables, contract assets and contract liabilities from contracts with customers (in thousands):

	December 31, 2020	December 31, 2019
Accounts receivable	\$ 7,310	\$ 15,143
Key money	2,389	2,228
Capitalized contract costs	482	941
Contract liabilities	910	1,448

Significant changes in the key money disbursements, capitalized contract costs, and contract liabilities balances during the period are as follows (in thousands):

	<b>Key Money</b>	<b>Capitalized Contract Costs</b>	<b>Contract Liabilities</b>
Balance as of January 1, 2020	\$ 2,228	\$ 941	\$ 1,448
Key money cash disbursements	560	—	—
Key money converted from accounts receivable	708	—	—
Key money converted to notes receivable	(639)	—	—
Costs incurred to acquire contracts	—	54	—
Cash received in advance	—	—	255
Revenue or expense recognized that was included in the January 1, 2020 balance	(313)	(553)	(748)
Revenue or expense recognized in the period for the period	(155)	40	(45)
Balance as of December 31, 2020	<u>\$ 2,389</u>	<u>\$ 482</u>	<u>\$ 910</u>

Estimated revenues and expenses expected to be recognized related to performance obligations that were unsatisfied as of December 31, 2020, including revenues related to application, initiation and other fees are as follows (in thousands):

<b>Years Ending December 31,</b>	<b>Contra Revenue</b>	<b>Expense</b>	<b>Revenue</b>
2021	\$ 525	\$ 156	\$ 338
2022	402	135	262
2023	349	92	157
2024	275	58	91
2025	196	23	36
Thereafter	642	18	26
Total	<u>\$ 2,389</u>	<u>\$ 482</u>	<u>\$ 910</u>

We did not estimate revenues expected to be recognized related to our unsatisfied performance obligations for our royalty fees, as they are considered sales-based royalty fees recognized as hotel room sales occur in exchange for licenses of our brand names over the terms of the franchise contracts. Therefore, there are no amounts included in the table above related to these revenues.

#### *Inner Circle*

In July 2019, the parent entities for eight Inner Circle franchisees and the operating entities for two other Inner Circle franchisees all filed for voluntary bankruptcy protection under Chapter 11 of the United States Bankruptcy Code.

Of the \$7.1 million in accounts receivable and notes receivable balances related to these franchisees, including unamortized key money converted to notes receivable upon termination of contracts, we recognized bad debt expense and an allowance of \$0.8 million in 2019 and bad debt expense and an allowance for the remaining \$6.3 million in the first quarter of 2020 when the reduction in fair value of collateral combined with timing of bankruptcy proceedings made it apparent the balances were highly unlikely to be recoverable. These balances were written off in the fourth quarter of 2020 when it was confirmed no proceeds would be received from the bankruptcy proceedings.

#### *Other Allowances*

We recognized additional bad debt expense of \$4.9 million in the year ended December 31, 2020, primarily related to large balances under legal dispute and aged balances from terminated agreements that were negatively impacted by the economic effects of the COVID-19 pandemic, along with terminated franchise agreements.

## 8. Debt and Line of Credit

The current and noncurrent portions of long-term debt as of December 31, 2020 and 2019 are as follows (in thousands):

	December 31,			
	2020		2019	
	Current	Noncurrent	Current	Noncurrent
Line of Credit	\$ —	\$ —	\$ —	\$ 10,000
RL Venture - Olympia	5,600	—	—	5,600
RLH DC Venture	—	—	17,648	—
Total debt	5,600	—	17,648	15,600
Unamortized debt issuance costs	(6)	—	(664)	(24)
Long-term debt net of debt issuance costs	<u>\$ 5,594</u>	<u>\$ —</u>	<u>\$ 16,984</u>	<u>\$ 15,576</u>

The collateral for each of the borrowings within the joint venture entities is the assets and proceeds of each respective entity.

### *RL Venture - Olympia*

In March 2019, RL Olympia, LLC, a subsidiary of RL Venture, executed a secured debt agreement with Umpqua Bank for a term loan with a principal balance of \$5.6 million. The loan is secured by the Hotel RL Olympia property, on a nonrecourse basis. The loan has a maturity date of March 18, 2021 and a variable interest rate of LIBOR plus 2.25%, payable monthly. There are no principal payment requirements prior to the maturity date and the loan includes a financial covenant to be calculated semi-annually in which the property must maintain a minimum debt service coverage ratio of not less than 1.6 to 1.0. We incurred approximately \$33,000 of debt discounts and debt issuance costs in connection with the issuance of the loan.

In February 2021, the Hotel RL Olympia property was sold and the \$5.6 million principal balance of the loan was paid in full.

### *Senior Secured Term Loan and Line of Credit*

In May 2018, RLH Corporation and certain of its direct and indirect wholly-owned subsidiaries entered into a credit agreement with Deutsche Bank AG New York Branch (DB), Capital One, National Association and Raymond James Bank, N.A., as lenders and DB as the administrative agent (DB Credit Agreement). The DB Credit Agreement provided for a \$30.0 million senior secured term loan facility (Senior Secured Term Loan) and a \$10.0 million senior secured revolving credit facility (Line of Credit).

In 2018, we made a prepayment on the balance outstanding under the Senior Secured Term Loan of \$20.6 million. In March 2019, we transferred approximately \$4.2 million, which comprises a portion of the net proceeds received from the RL Venture Loans (described below), as calculated and required by the provisions of the Senior Secured Term Loan, into the cash collateral account controlled by the lender. This balance was applied against the outstanding principal balance in April 2019. In September 2019, we made a voluntary prepayment on the Senior Secured Term Loan of \$1.0 million. In the fourth quarter of 2019, using the net proceeds from the sales of our Hotel RL Salt Lake City joint venture property and Red Lion Hotel Atlanta International Airport joint venture property, we repaid the remaining outstanding principal balance of \$4.2 million. Due to the early repayments and extinguishment of this debt, we recognized a *Loss on early retirement of debt* of \$0.2 million during 2019.

In August 2018, we also drew the full \$10.0 million available to us on the Line of Credit. In February 2020, we sold our leasehold interest in the Red Lion Anaheim for \$21.5 million. Using proceeds from the sale, we repaid the outstanding Line of Credit balance of \$10.0 million. This debt is no longer outstanding as of December 31, 2020 and as the credit agreement has been terminated we no longer have access to this Line of Credit. Due to the early extinguishment of this debt, we recognized a *Loss on early retirement of debt* of \$0.2 million in the first quarter of 2020.

### *RLH DC*

In October 2015, RLH DC obtained a mortgage loan from Pacific Western Bank secured by the Hotel RL Washington DC. The initial principal amount of the loan was \$15.2 million, and the lender agreed to advance an additional \$2.3 million to cover expenses related to improvements to the hotel, of which we drew \$1.5 million during the year ended December 31, 2016.

In May 2019, RLH DC executed a new mortgage loan agreement with CP Business Finance I, LP ("RLH DC Venture - CPBF"), secured by the Hotel RL Washington DC and a \$10.5 million principal guarantee by RLH Corporation. The initial principal amount of the loan was \$16.5 million. The proceeds from the loan were immediately used to pay off the existing mortgage loan on the property held by Pacific Western Bank, which had an outstanding principal balance of \$15.9 million at the time of closing.

The RLH DC Venture - CPBF loan had an initial maturity date of June 21, 2019, with a first extension option through May 31, 2020 that was exercised in June 2019, and a second extension option through May 31, 2021. There was a fee of \$330,000 to exercise the first extension option. The RLH DC Venture - CPBF had a cash interest rate of 7.0% in addition to PIK interest of 3.0% through May 31, 2020.

The RLH DC Venture - CPBF loan contained an exit fee equal to 5.0% of the outstanding principal balance if the loan was paid off prior to May 31, 2020. Additionally, if the loan was paid down prior to May 31, 2020, a prepayment premium had to be paid. The prepayment premium was equal to the remaining cash and PIK interest that would have been payable from the prepayment date through May 31, 2020.

As the exit fee was payable regardless of loan repayment prior to or at maturity, we had accrued the projected exit fee of \$851,000 as part of the outstanding debt balance with an offsetting debt discount. Inclusive of the accrued exit fee, we had incurred cumulative debt discounts and debt issuance costs of \$1.4 million, which were to be amortized to interest expense through the first extended maturity date of May 31, 2020.

In February 2020, we sold the Hotel RL Washington DC for \$16.4 million. Using proceeds from the sale, together with the release of \$2.3 million in a loan reserve held by the lender, CP Business Finance I, LP, RLH DC repaid the remaining outstanding principal balance and accrued exit fee under the RLH DC Venture - CPBF loan agreement of \$17.7 million. This debt is no longer outstanding as of December 31, 2020. Due to the early extinguishment of this debt, in the first quarter of 2020, we recognized a *Loss on early retirement of debt* of \$1.1 million, including a prepayment penalty of \$0.6 million.

#### *Paycheck Protection Program ("PPP") Loan*

On April 21, 2020, RLHC received \$4.2 million in loan proceeds issued pursuant to the PPP of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). In accordance with the CARES Act, RLHC planned to use proceeds from the Loan primarily for payroll costs, rent, and utilities as we concluded we met the certification criteria under the initial requirements of the PPP. However, on April 24, 2020, the U.S. government published additional guidance regarding PPP eligibility. As a result of this new guidance, we determined it was no longer clear that we met the eligibility requirements and accordingly repaid the full amount of the loan in May.

#### *RL Venture - Salt Lake City*

In March 2019, RL Salt Lake, LLC, a subsidiary of RL Venture, executed a secured debt agreement with Umpqua Bank for a term loan with a principal balance of \$11.0 million. The loan was fully secured by the Hotel RL Salt Lake City property. The loan had a maturity date of March 18, 2021 and a variable interest rate of LIBOR plus 2.25%, payable monthly. The borrower had the option to exercise two six-month extensions upon maturity of the loan. There were no principal payment requirements prior to the maturity date and the loan included a financial covenant to be calculated semi-annually in which the property must maintain a minimum debt service coverage ratio of not less than 1.6 to 1.0. We incurred approximately \$54,000 of debt discounts and debt issuance costs in connection with the issuance of the loan. In December 2019, we sold the Hotel RL Salt Lake City joint venture property for \$33.0 million. Using the proceeds from the sale, RL Venture repaid the \$11.0 million outstanding principal balance under the loan agreement. Due to the early extinguishment of this debt, we recognized a *Loss on early retirement of debt* of \$0.1 million in 2019.

#### *RLH Atla Venture*

In September 2015, RLH Atlanta obtained a mortgage loan from PFP Holding Company IV LLC ("PFP"), an affiliate of Prime Finance, secured by a hotel adjacent to the Atlanta International Airport, which opened in April 2016 as the Red Lion Hotel Atlanta International Airport. The initial principal amount of the loan was \$6.0 million, and the lender agreed to advance an additional \$3.4 million to cover expenses related to improvements to the hotel, which we drew during the first quarter of 2016. In September 2019, RLH Atlanta executed an amendment to the existing mortgage loan with PFP which extended the maturity date from September 9, 2019 to November 9, 2019. In connection with the amendment, we paid \$1.0 million of principal balance and incurred approximately \$81,000 of debt discounts and debt issuance costs. As the amendment represented a modification to the original debt, these costs were amortized to interest expense through the extended maturity date of

November 9, 2019. On November 7, 2019, RLH Atlanta executed an additional amendment, which extended the maturity date from November 9, 2019 to January 9, 2020. In connection with the amendment, we paid \$0.5 million of principal balance and incurred approximately \$40,000 of debt discounts and debt issuance costs. In November 2019, we sold the Red Lion Hotel Atlanta International Airport for \$12.3 million. Using the proceeds from the sale, RLH Atlanta repaid the \$8.2 million outstanding principal balance under the loan agreement with PFB.

Contractual maturities for long-term debt outstanding at December 31, 2020, for the next five years, are summarized by the year as follows (in thousands):

Years Ending December 31,	Amount
2021	\$ 5,600
2022	—
2023	—
2024	—
2025	—
Thereafter	—
Total	<u>\$ 5,600</u>

## 9. Operating and Finance Lease Commitments

We lease equipment and land and/or property at certain company operated hotel properties as well as office space for our headquarters through operating leases. The operating leases for office space generally provide for fixed annual rents and variable lease costs related to maintenance, real estate taxes and insurance.

We are obligated under finance leases for certain hotel equipment at our company operated hotel locations. The finance leases typically have a five year term.

We have elected the practical expedient so that leases with an initial term of 12 months or less are not recorded on the balance sheet.

During the first quarter of 2020, we sold the Hotel RL Washington DC joint venture property, which had a ground lease with a term through 2080. As of December 31, 2019, we had recorded an *Operating lease right-of-use asset* of \$10.8 million, and total operating lease liabilities of \$12.9 million for this ground lease. The ground lease was transferred with the sale of the property, resulting in the removal of these balances from the Consolidated Balance Sheets.

Also in the first quarter of 2020, we sold our leasehold interest in the Red Lion Anaheim, which had a ground lease with a term through 2021 with renewal options through 2106 that were reasonably assured to be exercised. As of December 31, 2019, we had recorded an *Operating lease right-of-use asset* of \$31.4 million, with corresponding operating lease liabilities of \$31.4 million for this ground lease. The ground lease was transferred with the sale of the property, resulting in the removal of these balances from the Consolidated Balance Sheets.

Balance sheet information related to our leases is included in the following table (in thousands):

Operating Leases	December 31, 2020	December 31, 2019
Operating lease right-of-use assets	<u>\$ 4,723</u>	<u>\$ 48,283</u>
Operating lease liabilities, due within one year	\$ 1,559	\$ 4,809
Operating lease liabilities, due after one year	4,479	46,592
Total operating lease liabilities	<u>\$ 6,038</u>	<u>\$ 51,401</u>

<b>Finance Leases</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Property and equipment	\$ 88	\$ 298
Less accumulated depreciation	(81)	(168)
Property and equipment, net	<u>\$ 7</u>	<u>\$ 130</u>
Other accrued liabilities	\$ 14	\$ 74
Deferred income and other long-term liabilities	—	76
Total finance lease liabilities	<u>\$ 14</u>	<u>\$ 150</u>

The components of lease expense during the years ended December 31, 2020 and 2019 are included in the following tables (in thousands):

	<b>Financial Statement Line Item(s)</b>	<b>Year Ended December 31, 2020</b>	<b>Year Ended December 31, 2019</b>
Operating lease expense	Selling, general, administrative and other expenses, and Company operated hotels	\$ 1,665	\$ 4,639
Variable lease expense	Selling, general, administrative and other expenses	560	451
Short-term lease expense	Selling, general, administrative and other expenses, and Company operated hotels	110	342
Sublease income	Selling, general, administrative and other expenses	(348)	—
<b>Finance lease expense</b>			
Amortization of finance right-of-use assets	Depreciation and amortization	24	135
Interest on lease liabilities	Interest expense	4	29
Total finance lease expense		<u>28</u>	<u>164</u>
Total lease expense		<u>\$ 2,015</u>	<u>\$ 5,596</u>

Supplemental cash flow information for our leases is included in the following table (in thousands):

<b>Cash paid for amounts included in the measurement of lease liabilities:</b>	<b>Year Ended December 31, 2020</b>	<b>Year Ended December 31, 2019</b>
Cash used in operating activities for operating leases	\$ 1,920	\$ 4,744
Cash used in operating activities for finance leases	4	29
Cash used in financing activities for finance leases	32	137

There were no new finance lease assets or associated liabilities during the years ended December 31, 2020 and 2019. There were no new operating lease assets or associated liabilities during the year ended December 31, 2020.



Information related to the weighted average remaining lease terms and discount rates for our leases as of December 31, 2020 and 2019 is included in the following table:

	December 31, 2020	December 31, 2019
<b>Weighted average remaining lease term (in years)</b>		
Operating leases	5	69
Finance leases	1	3
<b>Weighted average discount rate</b>		
Operating leases	5.8 %	7.2 %
Finance leases	5.7 %	11.9 %

The future maturities of lease liabilities at December 31, 2020 are as indicated below (in thousands):

Years Ending December 31,	Operating Leases	Finance Leases
2021	\$ 1,559	\$ 14
2022	1,486	—
2023	1,449	—
2024	595	—
2025	581	—
Thereafter	1,403	—
<b>Total lease payments</b>	<b>7,073</b>	<b>14</b>
Less: imputed interest	1,035	—
<b>Total liability</b>	<b>\$ 6,038</b>	<b>\$ 14</b>

## 10. Commitments and Contingencies

On September 26, 2018, Radisson Hotels International, Inc. filed a complaint against RLH Corporation and our subsidiary Red Lion Hotels Franchising, Inc. in the U.S. District Court for the Eastern District of Washington. The complaint alleges tortious interference with agreements between Radisson and several franchisees controlled by Inner Circle Investments and seeks damages in an undetermined amount. Mediation held in August 2020 resulted in an impasse and parties are now engaged in discovery. RLH Corporation believes this complaint is without merit and we are defending it vigorously.

On October 31, 2018, the Company's lease for the Red Lion River Inn expired. The landlord filed a lawsuit against the Company on January 24, 2019 in Spokane Superior Court, alleging breach of the lease agreement and tort claims relating to the condition of the hotel. The Company filed its Answer on January 25, 2019, denying all allegations and asserting various affirmative defenses. RLH Corporation believes this complaint is without merit and we are defending it vigorously.

During the second quarter of 2019, we accrued approximately \$952,000 for a settlement over a wage dispute with former hotel employees related to the calculation of pay for certain rest, break, meal, and other periods that are required under California law. The payment for this settlement was made in January 2021.

Along with many of its competitors, the Company has been named as a defendant in lawsuits filed in various state and federal courts, alleging statutory and common law claims related to purported incidents of human trafficking at certain franchised hotel facilities. As of March 17, 2021, the Company was involved (as a named defendant) in four separate human trafficking lawsuits. The Company is in various stages of seeking dismissal on the basis that the Company did not own, operate or manage the hotels at issue, and intends to vigorously defend the lawsuits.

As a result of downsizing (both prior to COVID-19 and as a result of COVID-19), the Company eliminated a number of positions and laid-off a number of employees in the fourth quarter of 2019 and the first two quarters of 2020. A small number of former employees have disputed the basis for their layoffs. To date, the Company has entered into two settlements with former employees, neither of which were material to the Company.

At any given time, we are subject to additional claims and actions incidental to the operation of our business. While the outcome of these proceedings cannot be predicted, it is the opinion of management that none of such proceedings, individually or in the aggregate, will have a material adverse effect on our business, financial condition, cash flows or results of operations.

## 11. Stock Based Compensation

### *Stock Incentive Plans*

The 2015 Stock Incentive Plan (2015 Plan) authorizes the grant or issuance of various option and other awards including restricted stock units and other stock-based compensation. The 2015 Plan was approved by our shareholders in 2015, and amended in 2017, and as amended provides for awards of 2.9 million shares. As of December 31, 2020, there were 1.3 million shares of common stock available for issuance pursuant to future stock option grants or other awards under the 2015 Plan.

Stock based compensation expense reflects the fair value of stock based awards measured at grant date, including an estimated forfeiture rate, and is recognized over the relevant service period. For the years ended December 31, 2020 and 2019, stock-based compensation expense is as follows:

	<b>Years Ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
	(In thousands)	
Stock options	\$ —	\$ 21
Restricted stock units	159	1,625
Performance stock units	15	(470)
Unrestricted stock awards	403	564
Employee stock purchase plan	28	40
Total stock-based compensation	<u>\$ 605</u>	<u>\$ 1,780</u>

### *Stock Options*

Stock options issued are valued based upon the Black-Scholes option pricing model and we recognize this value as an expense over the periods in which the options vest. Use of the Black-Scholes option-pricing model requires that we make certain assumptions, including expected volatility, forfeiture rate, risk-free interest rate, expected dividend yield and expected life of the options, based on historical experience. Volatility is based on historical information with terms consistent with the expected life of the option. The risk free interest rate is based on the quoted daily treasury yield curve rate at the time of grant, with terms consistent with the expected life of the option. There were no stock options granted in 2020 or 2019.

A summary of stock option activity for the year ended December 31, 2020, is as follows:

	<b>Number of Shares</b>	<b>Weighted Average Exercise Price</b>
Balance, January 1, 2020	60,848	\$ 8.20
Options forfeited	(60,848)	\$ 8.20
Balance, December 31, 2020	<u>—</u>	<u>\$ —</u>
Exercisable, December 31, 2020	<u>—</u>	<u>\$ —</u>

### *Restricted Stock Units, Shares Issued as Compensation*

During 2020 and 2019, we granted 235,251 and 361,360 unvested restricted stock units, respectively, to executive officers and other key employees, which typically vest 25% each year for four years on each anniversary of the grant date. While all of the shares are considered granted, they are not considered issued or outstanding until vested. As of December 31, 2020 and 2019, there were 233,751 and 459,070 unvested restricted stock units outstanding, respectively.

A summary of restricted stock unit activity for the year ended December 31, 2020, is as follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Balance, January 1, 2020	459,070	\$ 9.03
Granted	235,251	\$ 1.79
Vested	(123,295)	\$ 8.54
Forfeited	(337,275)	\$ 7.32
Balance, December 31, 2020	<u>233,751</u>	<u>\$ 4.47</u>

We issued 123,295 shares of common stock to employees in 2020 as their restricted stock units vested. Under the terms of the 2006 and 2015 plans and upon issuance, we authorized a net settlement of distributable shares to employees after consideration of individual employees' tax withholding obligations, at the election of each employee. The fair value of restricted stock that vested during 2020 and 2019 was approximately \$0.2 million and \$5.9 million, respectively.

During 2020 and 2019, we recognized approximately \$0.2 million, and \$1.6 million, respectively, in compensation expense related to these grants, and expect to recognize an additional \$0.7 million in compensation expense over the remaining weighted average vesting periods of approximately 19 months.

#### *Performance Stock Units, Shares Issued as Compensation*

During 2020 and 2019, we granted 0 and 218,437 performance stock units (PSUs), respectively, to certain of our executives. These PSUs include both performance vesting conditions and a service vesting condition. The performance vesting conditions are based on an annual earnings goal tied to Adjusted EBITDA. Each performance condition has a minimum, a target and a maximum share amount based on the level of attainment of the performance condition with payouts of 25% to 50% at the minimum, 100% at the target, and 160% at the maximum. The service period for each grant is three years. Compensation expense, net of estimated forfeitures, is calculated based on the estimated attainment of the performance conditions during the performance period and recognized on a straight-line basis over the performance and service periods. Based on these assumptions, PSU compensation expense (recovery) recognized for the years ended December 31, 2020 and 2019 was \$15,000 and \$(0.5) million, respectively.

During the year ended December 31, 2020, 25,796 PSUs vested at a weighted average grant date fair value of \$6.45. The fair value of PSUs that vested during the year ended December 31, 2020 was approximately \$38,000. No PSUs vested during the year ended December 31, 2019. There are no PSUs outstanding and no remaining compensation expense related to PSUs expected to be recognized as of December 31, 2020.

#### *Unrestricted Stock Awards*

Unrestricted stock awards are granted to members of our Board of Directors as part of their compensation. Awards are fully vested and expense is recognized when granted. The fair value of unrestricted stock awards is the market close price of our common stock on the date of the grant. During 2020 and 2019, we recognized approximately \$0.4 million and \$0.6 million, respectively, in compensation expense related to these grants.

The following table summarizes unrestricted stock award activity for the years ended December 31:

	2020	2019
Shares of unrestricted stock granted	179,551	76,224
Weighted average grant date fair value per share	\$ 2.24	\$ 7.41

#### *Employee Stock Purchase Plan*

The employee stock purchase plan (ESPP) was approved in 2008, and amended in 2017, and as amended authorizes 600,000 shares for purchase by eligible employees under the ESPP. The ESPP was suspended upon the announcement of the Merger Agreement and is to be terminated upon closing of the Merger. All outstanding employee contributions for the second half of 2020 were refunded.

If the ESPP was reinstated, 249,905 shares would remain available for grant. Prior to suspension of the ESPP, eligible employees could purchase shares of our common stock at a 15% discount through payroll deductions. No employee could purchase more than \$25,000 worth of shares, or more than 10,000 total shares, in any calendar year. As allowed under the ESPP, a participant could elect to withdraw from the plan, effective for the purchase period in progress at the time of the election with all accumulated payroll deductions returned to the participant at the time of withdrawal. During 2020 and 2019, there were 32,834 and 34,990 shares, respectively, issued, and approximately \$28,000 and \$40,000 was recognized in compensation expense related to the discount associated with the plan in each year, respectively.

	2020	2019
Shares of stock sold to employees	32,834	34,990
Weighted average fair value per ESPP award	\$ 2.52	\$ 6.46

### *Warrants*

In January 2015, in connection with Shelbourne Falcon's purchase of equity interests in RL Venture, we issued Shelbourne warrants to purchase 442,533 shares of common stock. The warrants had a five-year term from the date of issuance and a per share exercise price of \$6.78. The warrants were classified as equity due to required share settlement upon exercise. Accordingly, the estimated fair value of the warrants was recognized in additional paid in capital upon issuance, and we did not recognize subsequent changes in fair value in our financial statements. All warrants expired without being exercised in January 2020.

## **12. Earnings (Loss) Per Share**

The following table presents a reconciliation of the numerators and denominators used in the basic and diluted net income (loss) per share computations for the years ended December 31, 2020 and 2019 (in thousands, except per share amounts):

	<b>Years Ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
<b>Numerator - basic and diluted:</b>		
Net loss	\$ (34,364)	\$ (20,973)
Net loss attributable to noncontrolling interest	3,189	1,944
Net loss attributable to RLH Corporation	(31,175)	(19,029)
<b>Denominator:</b>		
Weighted average shares - basic	25,349	24,931
Weighted average shares - diluted	25,349	24,931
Earnings (loss) per share - basic	\$ (1.23)	\$ (0.76)
Earnings (loss) per share - diluted	\$ (1.23)	\$ (0.76)

The following table presents options to purchase common shares, restricted stock units outstanding, performance stock units outstanding and warrants to purchase common shares included in the earnings per share calculation, as well as the amount excluded from the dilutive earnings per share calculation if they were considered antidilutive, for the years ended December 31, 2020 and 2019. No options to purchase common shares, restricted stock units outstanding, performance stock units outstanding or warrants to purchase common shares were considered dilutive for the periods presented due to the net losses attributable to RLH Corporation.

	<b>Years Ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
<b>Stock Options <sup>(1)</sup></b>		
Antidilutive awards outstanding	—	60,848
Total awards outstanding	—	60,848
<b>Restricted Stock Units <sup>(2)</sup></b>		
Antidilutive awards outstanding	233,751	459,070
Total awards outstanding	233,751	459,070
<b>Performance Stock Units <sup>(3)</sup></b>		
Antidilutive awards outstanding	—	25,796
Total awards outstanding	—	25,796
<b>Warrants <sup>(4)</sup></b>		
Antidilutive awards outstanding	—	442,533
Total awards outstanding	—	442,533

<sup>(1)</sup> All stock options for the years ended December 31, 2020 and 2019 were anti-dilutive as a result of the RLH Corporation weighted average share price during the reporting period, in addition to the net losses in 2020 and 2019.

<sup>(2)</sup> Restricted stock units were anti-dilutive for the years ended December 31, 2020 and 2019 due to the net losses attributable to RLH Corporation in the reporting period. If we had reported net income for the years ended December 31, 2020 and 2019 then 19,631 and 254,574 weighted average restricted stock units, respectively, would have been dilutive.

<sup>(3)</sup> Performance stock units are not included in the weighted average diluted shares outstanding until the performance targets are met. PSUs were anti-dilutive for the year ended December 31, 2020 due to the net loss attributable to RLH Corporation in the reporting period. If we had reported net income for the year ended December 31, 2020, then 2,545 units would have been dilutive. Certain performance stock unit grants were antidilutive for the year ended December 31, 2019 as their respective targets had not been achieved as of the end of the year, in addition to the net loss in 2019. If we had reported net income and the performance targets been met for the year ended December 31, 2019, then 81,613 weighted average performance stock units would have been dilutive.

<sup>(4)</sup> All warrants expired without being exercised in January 2020. For the year ended December 31, 2019 all warrants were anti-dilutive due to the net loss attributable to RLH Corporation in the reporting period. If we had reported net income for the year ended December 31, 2019 then 35,873 warrants would have been dilutive.

### 13. Income Taxes

Major components of the income tax expense for the years ended December 31, 2020 and 2019 are as follows (in thousands):

	<b>Years Ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
<b>Current:</b>		
Federal expense (benefit)	\$ (699)	\$ 30
State expense (benefit)	(105)	163
Foreign expense (benefit)	41	89
Deferred expense (benefit)	(337)	(29)
Income tax expense (benefit)	<u>\$ (1,100)</u>	<u>\$ 253</u>

The differences from continuing operations between income taxes expected at the U.S. federal statutory income tax rate of 21% and the reported income tax (benefit) expense are summarized as follows (in thousands, except percentages):

	<b>Years Ended December 31,</b>			
	<b>2020</b>		<b>2019</b>	
	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>
(Benefit) expense provision at federal statutory rate	\$ (7,447)	21.0%	\$ (4,351)	21.0%
State/foreign tax (benefit) expense	(1,438)	4.1%	(325)	1.6%
Effect of tax credits	20	-0.1%	5	—%
Non-controlling interest	670	-1.9%	408	-2.0%
Other	(230)	0.6%	713	-3.4%
Valuation allowance	7,325	-20.6%	3,803	-18.4%
<b>Income tax expense (benefit) from continuing operations</b>	<b>\$ (1,100)</b>	<b>3.1%</b>	<b>\$ 253</b>	<b>-1.2%</b>

Significant components of the net deferred tax assets and liabilities from continuing operations at December 31, 2020 and 2019, are as follows (in thousands):

	<b>December 31,</b>			
	<b>2020</b>		<b>2019</b>	
	<b>Assets</b>	<b>Liabilities</b>	<b>Assets</b>	<b>Liabilities</b>
Property and equipment	\$ 1,508	\$ —	\$ 1,946	\$ —
Brand name	—	129	—	2,336
Goodwill	1,889	—	2,345	—
Prepaid assets	—	502	—	1,082
Allowance for doubtful accounts	2,259	—	1,345	—
RL Venture	174	—	957	—
Stock-based compensation	68	—	372	—
Tax credit carryforwards	5,121	—	2,691	—
Federal and state net operating losses	5,802	—	1,965	—
Leasing liabilities	1,531	—	9,758	—
Leasing assets	—	1,198	—	9,499
Other receivables	586	—	500	—
Other	2,509	—	2,993	—
Valuation allowance	(20,023)	—	(12,698)	—
<b>Total</b>	<b>\$ 1,424</b>	<b>\$ 1,829</b>	<b>\$ 12,174</b>	<b>\$ 12,917</b>

At December 31, 2020 and 2019, we had federal operating loss carryforwards of \$20.3 million and \$5.5 million, respectively. The federal operating loss carryforwards can be carried forward indefinitely, but are subject to annual deduction limitations under the *2017 Tax Cuts and Jobs Act*. At December 31, 2020 and 2019, we had state gross operating loss carryforwards of approximately \$29.8 million and \$13.3 million, respectively. We had federal and state tax credit carryforwards of approximately \$5.1 million and \$2.7 million at December 31, 2020 and 2019, respectively. The state net operating loss carryforwards will expire beginning in 2021; the tax credit carryforwards will begin to expire in 2024.

On March 27, 2020, President Trump signed into law the CARES Act, which generally allows for unlimited use of net operating losses generated in 2019 and 2020 as well as a five year carryback provision and shortening the recovery period for qualified improvement property. The income tax benefit recognized for the year ended December 31, 2020 is principally related to the provisions of the CARES Act.

We assess the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. As of December 31, 2020, the total valuation allowance of \$20.0 million was recorded to reduce deferred tax assets to an amount that is more likely than not to be realized. The amount of the deferred tax

asset considered realizable, however, could be adjusted if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as forecasted taxable income and our projections for growth. Should we determine we will be able to realize additional deferred tax assets, the tax benefits relating to any reversal of the valuation allowance will be accounted for as a reduction of income tax expense.

A summary of our valuation allowance activity as it relates to continuing operations for the years ended December 31 is as follows (in thousands):

	<b>Valuation Allowance</b>
Balances, December 31, 2018	\$ 8,895
Increase during period	3,803
Balances, December 31, 2019	12,698
Increase during period	7,325
Balances, December 31, 2020	<u>\$ 20,023</u>

We classify any interest expense and penalties related to tax positions and any interest income on tax overpayments as components of income tax expense.

We recognize the financial statement effect of a tax position when it is more likely than not to be sustained on the basis of its technical merits. We have no material uncertain tax positions at December 31, 2020 and 2019, and do not anticipate a significant change in any unrecognized tax benefits over the next twelve months. Accordingly, we have not provided for any unrecognized tax benefits or related interest and penalties. With limited exception, we are no longer subject to U.S. federal, state and local income tax examinations by taxing authorities for years prior to 2017. Additionally, the year 2012 is subject to examination, to the extent that net operating loss and income tax credit carryforwards from that year were utilized in 2014 and later years.

#### 14. Fair Value

Applicable accounting standards define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). We measure our assets and liabilities using inputs from the Level 1, Level 2 and Level 3 of the fair value hierarchy.

*Cash, Restricted Cash and Accounts Receivable* carrying values approximate fair value due to the short-term nature of these items.

We estimate the fair value of our notes receivable using expected future payments discounted at risk-adjusted rates, both of which are Level 3 inputs. We estimate the fair value of our long-term debt and finance lease obligations using expected future payments discounted at risk-adjusted rates, both of which are Level 3 inputs. The fair values provided below are not necessarily indicative of the amounts we or the debt holders could realize in a current market exchange. In addition, potential income tax ramifications related to the realization of gains and losses that would be incurred in an actual sale or settlement have not been taken into consideration. Estimated fair values of financial instruments (in thousands) are shown in the table below.

	<b>December 31,</b>			
	<b>2020</b>		<b>2019</b>	
	<b>Carrying Amount</b>	<b>Fair Value</b>	<b>Carrying Amount</b>	<b>Fair Value</b>
<b>Financial assets:</b>				
Notes receivable	\$ 455	\$ 455	\$ 5,709	\$ 5,709
<b>Financial liabilities:</b>				
Total debt	\$ 5,600	\$ 5,455	\$ 33,248	\$ 32,737
Total finance lease obligations	14	14	150	150

#### 15. Related Party Transactions



During the fourth quarter of 2018, we transitioned management of our company operated Hotel RL Baltimore Inner Harbor and Hotel RL Washington DC from RL Management, Inc., to Merritt Hospitality, LLC ("Merritt"), an affiliate of HEI Hotels and Resorts, of which one of the members of our Board of Directors, Ted Darnall, is currently the Chief Executive Officer. Additionally, during the first quarter of 2019, management of our company operated hotel Red Lion Hotel Seattle Airport was also transitioned from RL Management, Inc. to Merritt. During the years ended December 31, 2020 and 2019, we paid \$0.6 million and \$1.1 million, respectively, in management fees to Merritt for management of these properties.

Additionally, as of December 31, 2020, five hotels managed by Merritt purchased services provided by us through our all-in-one cloud-based hospitality management suite, Canvas Integrated Systems, operated by our wholly owned subsidiary, RLabs, Inc. During the years ended December 31, 2020 and 2019, we recognized revenue of \$0.9 million and \$0.7 million, respectively, for services sold to these hotels. Amounts owed to RLHC by Merritt as of December 31, 2020 and 2019 were \$0.3 million and \$0.2 million, respectively.

As noted in Note 8 *Debt and Line of Credit*, on May 31, 2019, we executed a mortgage loan with a principal and accrued exit fee of \$17.4 million with CP Business Finance I, LP, an affiliate of Columbia Pacific Opportunity Fund, LP, which, to our knowledge, currently holds 500,000 shares of RLHC common stock. Alexander B. Washburn, who served as a member of our Board of Directors from May 2015 to April 2019, is one of the managing members of Columbia Pacific Advisor, LLC, which serves as the investment manager of Columbia Pacific Opportunity Fund, LP. This debt is no longer outstanding.

## 16. Dispositions

During the years ended December 31, 2020 and 2019, we continued the execution of a hotel asset sales initiative consistent with our previously stated business strategy to focus on moving towards operations as primarily a franchise company, and disposed of several hotels from our company operated hotels segment. During the first quarter of 2020, we disposed of two hotels from our company operated hotels segment, comprising net assets of \$30.2 million, for cash proceeds of \$37.9 million. These dispositions resulted in a combined gain of \$7.9 million. During the fourth quarter of 2019, we disposed of two additional hotels from our company operated hotels segment, comprising net assets of \$37.0 million, for cash proceeds of \$45.3 million. These dispositions resulted in a combined gain of \$7.3 million. The dispositions in 2020 and 2019 did not meet the criteria for discontinued operations.

The following summarizes the results of operations for the 4 properties sold during 2020 and 2019 (in thousands):

	<u>Years Ended December 31,</u>	
	<u>2020</u>	<u>2019</u>
Pre-tax income (loss)	\$ 6,032	\$ (2,437)
Net loss attributable to noncontrolling interest	1,139	1,511
Net income (loss) attributable to RLHC	<u>\$ 7,171</u>	<u>\$ (926)</u>

At December 31, 2020 and 2019, we had no properties meeting the criteria to be classified as held for sale on our Consolidated Balance Sheets.

## 17. Subsequent Events

The Company has evaluated subsequent events through March 22, 2021, which is the date these statements were available to be issued.

On March 16, 2021, RLHC's shareholders voted and approved the Merger Agreement with Sonesta. On March 17, 2021, the Merger closed and consideration of \$3.50 per share, RSU, and PSU was transferred from Sonesta to RLHC shareholders and RSU and PSU holders for a total transaction price of \$90.1 million. At closing, RLHC incurred additional transaction costs of approximately \$5.2 million associated with the successful closing of the Merger Agreement. RLHC has delisted from the NYSE and provided notice to eliminate public filing requirements.

There were no other significant subsequent events identified that required disclosures in these financial statements.



**EXHIBIT H**

**GUARANTY OF PERFORMANCE**


**GUARANTY OF PERFORMANCE**

For value received, **RED LION HOTELS CORPORATION**, a Washington corporation located at **TWO NEWTON PLACE, 255 WASHINGTON STREET, SUITE 230, NEWTON, MASSACHUSETTS 02458** (the “Guarantor”), absolutely and unconditionally guarantees the performance by **SONESTA RL HOTELS FRANCHISING INC.**, located at **TWO NEWTON PLACE, 255 WASHINGTON STREET, SUITE 230, NEWTON, MASSACHUSETTS 02458** (the “Franchisor”), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guarantee continues in full force and effect until all obligations of the Franchisor under its franchise registrations and Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor’s default. This guarantee is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guarantee at Newton, Massachusetts on the 28 day of March, 2022.

**GUARANTOR:**

**RED LION HOTELS CORPORATION**

By:   
Name: Stephen P. Miano  
Title: Treasurer

**EXHIBIT I**  
**LIST OF FRANCHISEES**

**LIST OF FRANCHISEES AS OF 12/31/2021**

<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Shree Lakshmi LLC	1517 South McKenzie Street	Foley	AL	36535	251-943-3297
Jiya Jeel LLC	162 South Beltline Highway	Mobile	AL	36608	251-344-2121
TMA Mistry, LLC	1280 Eastern Blvd.	Montgomery	AL	36117	334-271-1620
SIIA LLC	905A E. 280 Bypass	Phenix City	AL	36867	334-664-9634
Om Sai Tuscaloosa, LLC	3501 McFarland Boulevard	Tuscaloosa	AL	35405	615-833-6860
Genesis LD Hospitality, LLC	2005 C N Main Street	Brinkley	AR	72021	870-589-2296
Akshar Hari Corporation	2205 North Hazel Street	Hope	AR	71801	870-777-4676
Patel Legacy Hotels LLC	200 South Shackelford Road	Little Rock	AR	72211	501-224-0900
Shanti Sai, LLC	14325 Frontier Drive	Maumelle	AR	72113	501-851-3500
The Sheridan Hospitality, LLC	102 East Vine Street	Sheridan	AR	72150	870-942-5995
Shiv Krupa Inc.	1801 Highway 412 West	Siloam Springs	AR	72761	501-952-1037
Sai Texarkana Hotels, LLC	4200 North State Line Avenue	Texarkana	AR	71854	870-774-3850
Shree Hari Enterprises LLC	1990 East Route 66	Flagstaff	AZ	86004	928-774-2779
Bal Gopal, LLC	810 East Benson Highway	Tucson	AZ	85713	520-884-5800
Nishi LLC	302 East Route 66	Williams	AZ	86046	928-635-4085
Sai Shraddha LLC	1500 West 10 <sup>th</sup> Street	Antioch	CA	94509	925-754-7300
Jay Jalaram LLC	830 Wible Road	Bakersfield	CA	93304	661-831-1922
Hobson Hospitality Inc.	1673 East Hobson Way	Blythe	CA	92225	760-922-5101
Jalaram Krupa, LLC	13865 Lakeshore Drive	Clearlake	CA	95422	707-995-1555
Dhruvi CA Inc.	2231 Girard Street	Delano	CA	93215	661-725-7551
IVHM LLC	455 Wake Avenue	El Centro	CA	92243	760-352-6620
Valle Nuevo LLC	16780 Valley Boulevard	Fontana	CA	92335	909-822-3350
Individually owned	918 East Lacey Boulevard	Hanford	CA	93230	559-582-1736
Soma Hotel Group, LLC	330 W Pacheco Boulevard	Los Banos	CA	93635	2090-826-5002
Vandana Management Group, Inc.	485 S Main Street	Milpitas	CA	95035	408-946-8383
Mega Inn LLC	4600 Watt Avenue	North Highlands	CA	95660	916-779-5790
Patel & Josh Hospitality Corp.	2425 S Archibald Avenue	Ontario	CA	91761	909-923-2728
Petaluma Inn, L.P.	5135 Montero Way	Petaluma	CA	94954	707-795-9000
Yogeshwar LP	1598 Carlson Boulevard	Richmond	CA	94804	510-526-2665
K Ishwar V Jump LLC	3202 Rosecrans Street	San Diego	CA	92110	619-222-0511
Turtle Hospitality, LLC	1711 Mission Drive	Solvang	CA	93463	805-688-3277

Company	Address	City	State	Zip	Phone
Bajrang Investments, Inc.	331 E Weddell Drive	Sunnyvale	CA	94089	408-734-9700
Jas Hospitality, LLC	3975 Peoria Way	Denver	CO	80239	303-371-5640
Juda, Inc.	800 31 <sup>st</sup> Street	Evans	CO	80620	970-339-2492
Habok Choi LLC	4333 East Mulberry Street	Fort Collins	CO	80524	970-493-9000
BRP Associates, LLC	380 Bayonet Street	New London	CT	06320	860-443-3440
Ruhi Hospitality LLC	5 Heritage Road	Putnam	CT	06260	860-928-7961
Krishna and Krishna, LLC	812 Stonington Road	Stonington	CT	06378	860-535-2843
HPVM Motel, LLC	395 Winsted Road	Torrington	CT	06790	860-496-8808
Shivrushil, LLC	607-67 <sup>th</sup> Street Circle E	Bradenton	FL	34208	941-745-1988
Shriji Hospitality, LLC	108 Royal Palm Avenue	Clewiston	FL	33440	863-983-8151
Aanjali, LLC	6651 Darter Court	Fort Pierce	FL	34945	772-466-4066
S & V Enterprises of Gainesville, Inc.	700 NW 75th Street	Gainesville	FL	32607	352-332- 2346
Dada Bhagvan, LLC	3895 W US Highway 90	Lake City	FL	32055	386-755-4664
SHREERAM REVABA LLC	14000 Tamiami Trail	North Port	FL	34287	941-743-2442
St. Augustine Ocean Inn, Inc.	3955 A1A S	St. Augustine	FL	32080	904-471-8010
Ricanki Inc.	880 North Temple Avenue	Starke	FL	32091	904-964-7357
D&D Hotel LLC	898 West Broad Street	Athens	GA	30601	706-549-5400
NVS Augusta LLC	411 Broad Street	Augusta	GA	30901	706-722-0212
Sunsej Inc.	4970 Appalachian Hwy	Blue Ridge	GA	30513	706-632-2100
Shree Ganesh Dhanlaxmi Kuber LLC	325 Palisade Drive	Brunswick	GA	31523	912-261-0118
Om Sai Harsh, LLC	175 Waterfront Way	Dalton	GA	30720	706-277-9323
Chehar Maa Pushp, Inc.	12905 Georgia Highway 251	Darien	GA	31305	912-437-6600
I Shri Khodiyar LLC	2574 Candler Road	Decatur	GA	30032	404-771-1299
Gray Lodging Group, LLC	130 N Frontage Road	Forsyth	GA	31029	478-954-4006
Griffin Hotel LLC	676 North Expressway	Griffin	GA	30223	770-412-1184
Patel Co., Inc.	4951 Romeiser Drive	Macon	GA	31206	478-474-1661
Sai Siddhi Vinayaka, LLC	2595 North Columbia Street	Milledgeville	GA	31061	478-452-9290
Saldi One, LLC	2185 Mt. Zion Parkway	Morrow	GA	30260	770-472-9800
Jalaram Lodging, LLC	704 Mason Terrace	Perry	GA	31069	478-973-8199
Jai Jalasai Properties LLC	4005 Ogeechee Road	Savannah	GA	31405	912-236-8236
DEVI KRUP HOTEL LLC	110 Highway 138 W	Stockbridge	GA	30281	770-389-5179
Siddhivinayak Hotel, LLC	4974 Memorial Drive	Stone Mountain	GA	30083	678-643-7626
Tucker Inn Inc.	1600 Crescent Centre Blvd	Tucker	GA	30084	770-491-8778
Wise Motels Inc	1902 East 7 <sup>th</sup> Street	Atlantic	IA	50022	712-243-4723
Parmeshwar LLC	3635 450 <sup>th</sup> Avenue	Emmetsburg	IA	50536	712-852-2626
Erickson Investments Co.	3167 Joliet Avenue	Missouri Valley	IA	51555	712-642-4788
Bradley Proprties, LLC	2835 Iowa Avenue	Onawa	IA	51040	712-423-2101

Company	Address	City	State	Zip	Phone
Gangadas LLC	1520 Broad Street	Story City	IA	50248	515-733-4306
H E Corporation	1700 Superior Street	Webster City	IA	50595	515-832-6830
Dynamic Management Inc	2525 Sunrise Rim Road	Boise	ID	83705	208-343-4900
Shri Ram Enterprises, Inc.	552 Ramada Boulevard	Collinsville	IL	62234	618-345-9500
S&K Hotels, Inc.	333 North Wyckles Road	Decatur	IL	62522	217-422-5900
Sava Hospitality, Inc.	104 West Camp Street	East Peoria	IL	61611	309-699-7283
Gopi Hospitality 108, LLC	737 Knox Highway 10	Galesburg	IL	61401	309-289-2100
All The Way Good Inc.	5700 State Route 154	Pinckneyville	IL	62274	618-357-5600
IAH Hotels LLC	128 Cheekwood Lane	Ullin	IL	62992	618-845-3700
Amita Corp.	411 S Green Bay Road	Waukegan	IL	60085	847-244-6100
BVM Hospitality Inc.	5 Calvary Drive	Wenona	IL	61377	815-853-4371
Jay Jala Inc.	100 Charles Deam Court	Bluffton	IN	46714	260-824-5553
Akshar Hospitality, Inc.	425 N Dixie Way	South Bend	IN	46637	574-277-7700
GS Hospitality LLC	1617 North Summit	Arkansas City	KS	67005	620-442-1400
Omra, LLC	1616 US Highway 36	Belleville	KS	66935	785-527-2231
Shiv Enterprises, LLC	2404 E. Washington Street	Fredonia	KS	66736	620-378-4411
Shiv Darsh Investments LLC	3139 Scottsville Rd	Bowling Green	KY	42104	270-843-0140
Shiv Ventures, LLC	10 Skyway Drive	Williamstown	KY	41097	859-824-7179
Bastrop Hospitality Inc	2130 East Madison Avenue	Bastrop	LA	71220	318-556-2800
Shree Sai Baba LLC	9919 Gwendale Avenue	Baton Rouge	LA	70816	225-364-3520
Radhe Chrisna, Inc.	1715 North Pine Street	DeRidder	LA	70634	337-460-7747
Sripad LLC	23135 Hwy 1	Plaquemine	LA	70764	225-687-0885
JNR Hospitality LLC	17301 Airline Highway	Prairieville	LA	70769	225-773-0567
Shri Jalaram LLC	1516 Gause Boulevard	Slidell	LA	70458	985-726-5100
Tripura Hospitality, LLC	4198 Front Street	Winnsboro	LA	71295	318-435-2000
BLM Hospitality LLC	6510 Frankford Avenue	Baltimore	MD	21206	410-485-7900
RSQUARES, LLC	2625 N Salisbury Blvd	Salisbury	MD	21801	410-742-7194
JP Scarborough, LLC	321 US Route 1	Scarborough	ME	04074	207-883-6004
Janu Hospitality LLC	2880 South Otesgo Avenue	Gaylord	MI	49735	989-710-6177
R C Eichman Enterprises Inc.	112 Old US Hwy 31	Mackinaw City	MI	49701	231-436-7960
Norther Star of Marquette, LLC	1010 State Highway M-28 East	Marquette	MI	49855	906-249-1712
UP Hospitality LLC	W6002 US-2 Highway	Norway	MI	49870	402-202-1337
SOO Locks Lodging LLC	3826 I-75 Business Spur	Sault Ste. Marie	MI	49783	906-632-8882
Singh 3 Hospitality, LLC	1074 North State Street	St. Ignace	MI	49781	906-643-7777
Excel Lodging LLC	16776 – 198 <sup>th</sup> Avenue NW	Big Lake	MN	55309	763-262-7666

Company	Address	City	State	Zip	Phone
Raoji LLC	322 12th Street South	Sauk Centre	MN	56378	320-351-7256
7 Pillars, LLC	325 North Gretna Road	Branson	MO	65616	417-544-9030
Grain Valley Hospitality, LLC	105 Sunny Lane Drive	Grain Valley	MO	64029	816-224-3420
Ami and Puja Inc.	1624 Jefferson Street	Jefferson City	MO	65109	573-634-4220
DD Kennett Lodging, LLC	110 Independence Avenue	Kennett	MO	63857	573-717-1270
OM Haraye LLC	2430 Irish Lane	Knob Noster	MO	65336	660-563-3000
Shivu Enterprises, Inc.	1830 West Elm Street	Lebanon	MO	65536	417-532-3133
KTW Lodging, LLC	1700 East 1 <sup>st</sup> Street	Maryville	MO	64468	660-562-3111
Shree Gurushakti Hospitality LLC	1000 East Clinton Avenue	Seymour	MO	65746	417-935-9888
St. Joe Inn Hospitality Inc.	4312 Frederick Boulevard	St. Joseph	MO	64506	816-279-1671
Radha Govinda Hospitality Inc	1100 Lumiere Place Blvd.	St. Louis	MO	63102	314-421-6556
Om Sai Ram LLC	695 Highway 6 East	Batesville	MS	38606	662-563-4528
Cans Properties Inc.	106 Swinging Bridge Drive	Byram	MS	39272	601-371-7111
Shrigi, LLC	350 South State Street	Clarksdale	MS	38614	662-621-1110
Annapurnamaa Inc	102 Clinton Loop Drive	Clinton	MS	39056	601-926-4323
Shree Sairam, LLC	2700 Highway 82 East	Greenville	MS	38703	662-332-5666
VIR, LLC	621 Highway 82 West	Greenwood	MS	38930	662-453-0030
Grenada Lodging II Inc.	1750 Sunset Drive	Grenada	MS	38901	662-226-7816
LAX ME, LLC	120 Heritage Drive	Holly Springs	MS	38635	662-252-1120
SNP Investments	7100 Sutton Place	Horn Lake	MS	38637	662-470-7391
Shree Ramji LLC	1015 Highway 82 East	Indianola	MS	38751	662-887-4242
Jay Jalaram, LLC	1000 Veterans Memorial Dr.	Kosciusko	MS	39090	662-289-2271
Ganesh of MS, LLC	2915 St. Paul Street	Meridian	MS	39301	601-485-2722
Magnolia Properties of the Coast, L.L.C. <sup>1</sup>	7205 Tanner Lane	Moss Point	MS	39563	228-475-9820
Precision Hospitality LLC	4250 Casino Center Dr	Robinsonville	MS	38664	662-363-0030
Sai Villa, LLC	5714 Highway 45 Alt. South	West Point	MS	39773	662-391-0105
Radha Inc	535 Frontage Drive East	Wiggins	MS	39577	601-928-1616
Hansha Inc.	301 SE Frontage Road	Winona	MS	38967	662-283-3900
Rocker Inn Inc.	122001 West Browns Gulch Road	Butte	MT	63102	406-723-5464
Synergistic Hospitality Group, LLC	800 North Oregon Street	Helena	MT	59601	406-442-9990
Abyssinia LLC	7900 Nations Ford Road	Charlotte	NC	28217	801-881-1523
ABH Hospitality LLC	501 Virginia Road	Edenton	NC	27932	252-482-2017
Indigo Hospitality One LLC	5702 US Highway 21	Jonesville	NC	28642	336-835-2261
WestParke Development Inc	4774 Highway 70 West	Kinston	NC	28054	252-527-1500
Ashapura Lodging LLC	3070 North Roberts	Lumberton	NC	28360	910-739-4800

Company	Address	City	State	Zip	Phone
	Avenue				
Shakuntla, Inc.	1006 North Madison Blvd	Roxboro	NC	27573	336-599-9276
321 Salisbury Inc.	321 Bendix Drive	Salisbury	NC	28146	704-633-5961
Deepshikha Hotels, Inc.	209 E Caswell Street	Wadesboro	NC	28170	704-694-4616
Inspira Group, LLC	1815 US Highway 301 South	Wilson	NC	27893	252-243-1900
FND HOSPITALITY LLC	1401 35 <sup>th</sup> St S	Fargo	ND	58103	701-212-1443
Mahadev, Inc.	1000 North 42nd Street	Grand Forks	ND	58203	701-775-0555
Trupti LLC	3210 N 6th Street	Beatrice	NE	68310	402-223-3536
North Platte Traveler's Inn LLC	602 East 4 <sup>th</sup> Street	North Platte	NE	69101	308-534-4020
Radhe Shyam, LLC	2115 W Illinois Street	Sidney	NE	69162	308-254-2081
Shiv and Shivani Investments, LLC	2426 S Lincoln Avenue	York	NE	68467	402-362-5585
Maverick Elko, LLC.	2050 Idaho Street	Elko	NV	89801	800-621-1332
635 Winnemucca, LLC	635 W Winnemucca Blvd	Winnemucca	NV	89445	775-623-5281
Bhumica LLC	966 US-1	Avenel	NJ	07001	732-634-3212
SRJ Hospitality, LLC	120 Highway 54	Santa Rosa	NM	88435	575-472-3898
Swami LLC	139 Route 32	Central Valley	NY	10917	845-928-2266
SAI Brothers Management Corp.	576 Columbia Turnpike	East Greenbush	NY	12061	518-477-9352
Royal Hotel Group, LLC	4133 Route 17	Horseheads	NY	14845	607-739-2525
Schaller Enterprises, Inc.	7 Terwilliger Lane	New Paltz	NY	12561	845-255-8865
Lodge on the Green Hotel, Inc.	196 South Hamilton Street	Painted Post	NY	14870	607-962-2456
7 Hills Hotel LLC	19 Booth Drive	Plattsburgh	NY	12901	518-563-0222
G Holiday Inc.	2352 State Route 45 North	Austinburg	OH	44010	855-234-6779
Grand Lake Hospitality, LLC	1421 State Route 703	Celina	OH	45822	419-586-4656
Pumzika, LLC	1289 East Dublin Granville Road	Columbus	OH	43229	614-368-2306
Sadhi Management, LLC	1952 Marion Mt. Gilead Road	Marion	OH	43302	740-389-4671
Western Properties, Inc.	1321 Celina Road	St. Marys	OH	45885	419-394-2341
Agasi Maa LLC	2500 S. Main St	Elk City	OK	73644	580-225-0305
Jayshree LLC	100 SW 26 <sup>th</sup> Drive	Norman	OK	73069	405-364-5554
Asha Hospitality LLC	2511 W Grant Avenue	Pauls Valley	OK	73075	405-238-7313
Maruti Motel, LLC	123 South Mill Street	Pryor	OK	74361	918-825-6677
Oklahoma Hotel Venture LLC	5122 West 6 <sup>th</sup> Avenue	Stillwater	OK	74074	405-743-4670
Desai, Vashee, Naik & Desai Hospitality, LLC	5525 West Skelly Drive	Tulsa	OK	74107	918-446-1561
Tallasi Hospitality, LLC	3509 South 79th East Avenue	Tulsa	OK	74145	918-663-3900
BNI, LLC	23912 Route 66 N.	Weatherford	OK	73096	580-772-7711
NDA, Inc.	2314 8th St	Woodward	OK	73801	580-254-9147
Shivam Hospitality LLC	200 Front Street	Boardman	OR	97818	503-998-2228



Company	Address	City	State	Zip	Phone
	Northeast				
B and H Management LLC	999 Oregon Avenue	Burns	OR	97720	541-573-1700
Bhagwati, LLC	3306 Pacific Avenue	Forest Grove	OR	97116	503-357-9000
Pendleton Hospitality, LLC	201 SW Court Avenue	Pendleton	OR	97801	541-276-1400
Payal Enterprises LLC	300 Pear Tree Lane	Phoenix	OR	97535	541-535-4445
Jai Cheharma, LLC	920 E. Main Street	Bradford	PA	16701	814-362-3567
Exotic Hospitality Holdings, LLC	8858 University Boulevard	Coraopolis	PA	15108	412-604-2378
Leena Hospitality, Inc.	2951 Horseshoe Pike	Palmyra	PA	17078	717-838-4761
Jaykishan Investments, LLC	29 East High Street	Pottstown	PA	19464	610-970-1101
Shree Hari Om Inc	125 Motel Drive	St. George	SC	29477	843-563-2360
Jyoti Inc	2430 Broad Street	Sumter	SC	29150	803-469-8400
Stealth Invest LLC	920 3rd Avenue	Clear Lake	SD	57226	605-874-8279
Shiv Shakti Shantoshi Inc.	897 South Jefferson Avenue	Cookeville	TN	38501	931-526-9521
Suhaan Group, LLC	4201 Franklin Commons Ct.	Franklin	TN	37067	615-591-5678
OM Parmatma, LLC	130 Main Street	Kimball	TN	37347	423-228-7432
Second Creek Hospitality, Inc.	300 Merchant Drive	Knoxville	TN	37912	865-689-2200
Jay Gopal and Vilas Gopal	1550 Cracker Barrel Lane	Knoxville	TN	37914	865-633-6646
DNR Enterprises, LLC	15100 Highway 72	Loudon	TN	37774	865-458-5855
P&D Associates	890 Interstate Drive	Manchester	TN	37355	931-728-6023
Hemangini Chetan Mistry and Chetan K. Mistry	508 Sunnyside Heights	McMinnville	TN	37110	931-474-2570
Gulu, Inc.	3685 American Way	Memphis	TN	38118	901-363-3665
Om Shree Aria LLC	4060 Lamar Avenue	Memphis	TN	38118	901-425-2753
Viyonee Investment LLC	1954 South Church Street	Murfreesboro	TN	37130	615-896-6030
Sai Partnership	97 Wallace Road	Nashville	TN	37211	615-833-6860
Tarun S. Patel and Akta T. Patel	21045 Highway 22 North	Wildersville	TN	38388	731-968-2532
Key City Hospitality LLC	3165 South Danville Drive	Abilene	TX	79605	325-795-8500
West-Tex One Lodging Inc	2010 East Highway 90	Alpine	TX	79839	432-837-3363
Omsairam Hospitality Inc	500 I-20 Frontage Road	Baird	TX	79504	325-854-2527
Individually owned	715 US Highway 77	Bishop	TX	78343	361-584-4444
Myguru Properties LLC	2436 Highway 287 S	Bowie	TX	76239	940-872-5426
Hemal R. Patel LLC	7364 Padre Island Highway	Brownsville	TX	78521	956-832-0202
Nilkanth Vami Lodging Inc	15101 S Interstate 35	Buda	TX	78610	512-312-1550
Brazos Valley Hotel Corp	3072 State Highway 6 South	College Station	TX	77845	979-693-6810
Aarav Equity Holdings LLC	3531 Esplanade Street	Cuero	TX	77954	361-275-3200
Thakorji Enterprise Inc.	1006 E Houston Highway	Edna	TX	77957	361-782-5276
Altamesa Inc	6504 South Freeway	Fort Worth	TX	76134	817-568-9500

Company	Address	City	State	Zip	Phone
G K Gayatri Inc.	1600 E. Austin Street	Giddings	TX	78942	979-542-3111
Vasantbharati LLC	5201 E. Parkway Street	Groves	TX	77619	409-962-6611
Saibaba Hotels, LLC	210 Heritage Parkway	Gun Barrel City	TX	75156	903-887-2517
Sai Kripa LLC	5500 N.E. Loop 820	Haltom City	TX	76117	817-695-6200
Shivu Lodging, LLC	307 I-35 HWY NW	Hillsboro	TX	76645	785-672-5018
Jai Ambay Inc.	7905 South Main Street	Houston	TX	77025	713-667-8200
Pratham LLC	18805 State Highway 249	Houston	TX	77070	346-314-4959
Shivaji Lodging LLC	7003 North Loop East	Houston	TX	77028	713-657-5059
SR Lodging LLC	9720 – ½ Eastex Freeway	Houston	TX	77093	713-692-3232
Vinayak Two Hospitality Inc	12259 Veterans Memorial Drive	Houston	TX	77067	575-317-2345
Maruti Hospitality Corporation	12170 Northwest Freeway	Houston	TX	77092	713-688-4888
Siyapati LLC	18031 McKay Drive	Humble	TX	77338	281-540-3401
Shree Sai Rang Krupa LLC	3619 FM 1960	Humble	TX	77065	713-540-9128
Shree Ganesh Hospitality LLC	7825 FM 1960 Bypass Road	Humble	TX	77338	832-995-5905
Eagle Ford Hospitality LLC	1756 Highway 97 East	Jourdanton	TX	78026	830-770-0044
Mani Bhadra Veer LLC	25633 Kingsland Boulevard	Katy	TX	77090	713-443-7155
M&K Hospitality LLC	3298 US Highway 259 North	Kilgore	TX	75662	903-988-2800
Rupa Inc	2709 East Veterans Memorial Boulevard	Killeen	TX	76543	254-526-6651
Kanchan9 Hospitality LLC	2402 East King Avenue	Kingsville	TX	78363	361-595-5656
Guru Deva Data, LLC	55 Sorters McClellan Road	Kingwood	TX	77339	832-777-0117
Marudeva LLC	705 Highway 146 South	La Porte	TX	77571	281-471-4040
Greenway Inn LLC	5240 San Bernardo Avenue	Laredo	TX	78041	956-723-1510
Vijay Laxmi Inc.	335 Highway 59 Loop South	Livingston	TX	77351	936-327-8500
Ronav LLC	100 Interstate 20 West	Marshall	TX	75672	903-927-1718
KAA Hospitality LLC	9111 North Highway 146	Mont Belvieu	TX	77523	281-385-1300
Ishkrupa Hospitality LLC	1024 N. Center Street	New Boston	TX	75570	903-628-6999
Kamaliyoti Loding LLC	808 South State Highway 46	New Braunfels	TX	78130	210-569-2616
Northgate Hospitality Inc	3023 East Highway 80	Odessa	TX	79761	432-334-0290
786 Hotels, LLC	3755 NE Loop 286	Paris	TX	75460	903-785-5566
HG Hospitality, LLC	1301 W Expressway 83	Pharr	TX	78577	956-702-4880
Sidhu Holdings, LLC	7440 Memorial Boulevard	Port Arthur	TX	77462	409-722-1034
Tejal & Shiv LLC	22306 Farris Green Road	Porter	TX	77365	281-451-7065
Janki Enterprises, Inc	920 Victoria Highway	Refugio	TX	78377	361-526-5351

Company	Address	City	State	Zip	Phone
HR Hospitality, LLC	2435 Pinn Road	San Antonio	TX	78227	210-673-2100
MNS Hotel Partners LLC <sup>1</sup>	900 North Main Avenue	San Antonio	TX	78212	210-223-2951
JAI KHODIYAR MA II INC.	9903 IH 35 N	San Antonio	TX	78233	210-650-0087
Individually owned	8108 US Highway 77	Sinton	TX	78387	361-364-2882
Shapat Enterprise Inc.	18018 SH 36 South	Somerville	TX	77879	979-596-3884
UKK Hospitality LLC	1515 Louetta Road	Spring	TX	77388	832-761-7720
Mahant Lodging, LLC	1625 West South Loop	Stephenville	TX	76401	254-968-2114
Rohini Inc.	915 N General Bruce Drive	Temple	TX	76504	254-771-3264
Nikhil Lala, Inc.	22420 Park Road	Tomball	TX	77377	281-255-9030
Sanya, LLC	1800 West Vega Boulevard	Vega	TX	79092	806-267-2131
Blessedvu, LLC	134 Spur 5	Winnie	TX	77665	409-400-4140
Shanti Inc	2125 E Main Street	Green River	UT	84525	435-564-8441
Jia LLC	155 Rainbow Circle	Independence	VA	24348	877-467-7144
Shashtriji Maharaj LLC	2126 Willis Road	Richmond	VA	23237	877-747-6884
Shayonam, Inc.	2050 Philpott Road	South Boston	VA	24592	434-572-4941
Isan Companies LLC	705 Chapman Road	Wytheville	VA	24382	276-228-8618
KSL Partners LLC	505 N. Pacific Avenue	Kelso	WA	98626	503-784-7521
Angie & Sang Inc.	4215 Sharondale Street SW	Lakewood	WA	98499	253-589-8800
HCK Enterprises Inc.	4117 - 196th Street SW	Lynnwood	WA	98036	425-775-8030
Badger State Hospitality, L.L.C.	1009 W Park Avenue	Chippewa Falls	WI	54729	715-723-2281
KRC LLC	350 W Munroe Ave	Wisconsin Dells	WI	53965	608-253-4343
Dalsung Hospitality, LLC	523 South Adams Street	Laramie	WY	82070	307-721-8860

1. These locations terminated in 2022.

**LIST OF FRANCHISEES SIGNED BUT NOT YET OPENED AS OF 12/31/2021**

<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Saga Motel LLC	820 West Route 66	Flagstaff	AZ	86001	312-806-3374
Century Hospitality Inc.	1204 Central Ave.	Hot Springs National Park	AR	71901	501-321-1332
Salmon Investment, Inc.	1015 Main Street	Salmon	ID	83467	208-756-1499
Pioneer Hotel Group Inc	807 N 5th Ave	Sandpoint	ID	83864	208-263-2111
Mehta Corp	4935 W Monkhouse Dr	Shreveport	LA	71109	731-298-8900
Vegas Investment Corp	2612 Belknap Ave	Billings	MT	59101	406-248-7761
SHANKRA LLC	2003 W Franklin Blvd	Gastonia	NC	28052	912-230-9167
TA OPERATING LLC	1900 E Greg St	Sparks	NV	89421	775-358-8884
Sai Jai, Inc.	6037 Route 96	Farmington	NY	14425	585-924-2300
Karan, Inc.	120 Independence Blvd	Hardeeville	SC	29927	843-784-3192
Beaver Hospitality, LLC	645 N Main St	Beaver	UT	84713	435-438-5875
Ocean Management Inc	681 Ocean Shores Blvd NW	Ocean Shores	WA	98569	360-289-3351

**EXHIBIT J**

**LIST OF FRANCHISEES WHO HAVE  
LEFT THE SYSTEM OR NOT COMMUNICATED**

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM OR  
NOT COMMUNICATED AS OF 12/31/2021**

<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Foley Hospitality LLC	1517 South McKenzie Street	Foley	AL	36535	251-747-5825
Jai Khodiyar Mar II Inc. <sup>1</sup>	905A E. 280 Bypass	Phenix City	AL	36867	334-664-9634
Sri Krishna Holding LLC <sup>1</sup>	455 Wake Avenue	El Centro	CA	92243	760-352-6620
Riverstone Hospitality, LLC	625 W Broadway Street	Needles	CA	92363	562-402-7552
Hayoung Choi LLC <sup>2</sup>	1809 North College Avenue	Fort Collins	CO	80524	970-484-2764
Jay Santoshima Corp. <sup>1</sup>	14000 Tamiami Trail	North Port	FL	34287	941-743-2442
Sheenidi, Inc. <sup>1</sup>	325 Palisade Drive	Brunswick	GA	31523	912-261-0118
Dharini Hotel Motel, Inc. <sup>1</sup>	12905 Georgia Highway 251	Darien	GA	31305	912-437-6600
Gokul Lodging LLC	4005 Ogeechee Road	Savannah	GA	31405	912-596-5678
HP Holdings Inc. <sup>1</sup>	2525 Sunrise Rim Road	Boise	ID	83705	208-343-4900
Chenoa Holdings, LLC	505 Hoselton Drive	Chenoa	IL	61726	815-945-5900
Krish Hotel Inc. <sup>1</sup>	128 Cheekwood Lane	Ullin	IL	62992	618-845-3700
Aman Hospitality, LLC	636 Westport Boulevard	Salina	KS	67401	785-820-8663
Sitaram Inc. <sup>1</sup>	4198 Front Street	Winnsboro	LA	71295	318-435-2000
Midway Motel Inc.	424 Post Road	Wells	ME	04090	207-646-6066
Upper Pen, LLC <sup>1</sup>	W6002 US-2 Highway	Norway	MI	49870	402-202-1337
Shivani Inc. <sup>1</sup>	2915 St. Paul Street	Meridian	MS	39301	601-485-2722
Express Hotel Partners LLC	1190 Highway 45 Alt. South	West Point	MS	39773	662-574-9695
KCM Hospitality LLC <sup>1</sup>	2430 Irish Lane	Knob Noster	MO	65336	660-563-3000
Moksha Hospitality, Inc. <sup>1</sup>	1100 Lumiere Place Blvd.	St. Louis	MO	63102	314-421-6556
Aman Hospitality, LLC	1901 21st Ave	Scottsbluff	NE	63961	308-635-3111
Northwood Inns, Inc.	2426 Oregon Road	Northwood	OH	43619	419-666-2600
Ganeshaya Namaha LLC	3030 S Prospect Avenue	Oklahoma City	OK	73129	405-677-1000
MJ Hospitality Inc. <sup>1</sup>	999 Oregon Avenue	Burns	OR	97720	541-573-1700
Patel, Inc.	390 West Main Street	John Day	OR	97845	800-452-4899
AG Dakota, LLC <sup>1</sup>	920 3 <sup>rd</sup> Avenue	Clear Lake	SD	57226	605-874-8279
Anjana Enterprise Inc. <sup>1</sup>	15101 S Interstate 35	Buda	TX	78610	512-312-1550
BDN Enterprises Inc. <sup>1</sup>	1006 E Houston Highway	Edna	TX	77957	361-782-5276
Vivek Hospitality, LLC <sup>1</sup>	7825 FM 1960 Bypass Road	Humble	TX	77338	832-995-5905
259 Partnership, LTD <sup>1</sup>	3298 US Highway 259 North	Kilgore	TX	75662	903-988-2800
OM Nilkhanth Namah LLC	381 North US Highway 77	Rockdale	TX	76567	281-725-3083
RND Hospitality, LLC <sup>1</sup>	900 North Main Avenue	San Antonio	TX	78233	210-650-0087
Ocean Coral Investment LLC	1625 West Center Street	Provo	UT	84601	801-373-0099
Gold Investment, LLC	14817 Aurora Avenue North	Shoreline	WA	98133	206-367-7880

1. These franchisees transferred their hotels during 2021.
2. This location changed ownership once in 2021 and again in 2022.

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

**EXHIBIT K**

**SAMPLE GENERAL RELEASE**

**SONESTA RL HOTELS FRANCHISING INC.**

**GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE**

**Sonesta RL Hotels Franchising Inc.** (“we,” “us,” or “our”) and the undersigned franchisee, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“you” or “your”), currently are parties to a certain Franchise Agreement (the “Franchise Agreement”) dated \_\_\_\_\_, 20\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal situation]\_\_\_\_\_

\_\_\_\_\_. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your current and former parents, affiliates, and subsidiaries, and your and each of the foregoing person’s or entity’s respective agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns (collectively, the "Releasing Parties"), hereby fully and forever unconditionally release and discharge us and our current and former parents, subsidiaries, and affiliates, and our and each of such foregoing entity’s respective current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (collectively, the "Sonesta RL Parties") of and from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever (collectively, “Claims”) whether at law or in equity, and known or unknown, which any of the other Releasing Parties had, has, or may have had, in any way arising out of or relating to any relationship or transaction with any of the Sonesta RL Parties, however characterized or described, from the beginning of time until the date of your signature below, including, without limitation, any and all Claims in any way arising out of or relating to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Hotel that you operate under the Franchise Agreement. You, on behalf of yourself and the other Releasing Parties, further covenant not to sue any of the Sonesta RL Parties on any of the Claims released by this paragraph, and warrant and represent that the Releasing Parties have not assigned or otherwise transferred any Claims released by this paragraph.

IF THE HOTEL YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE SONESTA RL PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE SONESTA RL PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:



**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Hotel is located in Maryland or if you are a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this release on the date set forth next to their respective signatures.

**SONESTA RL HOTELS FRANCHISING INC.**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE OWNER**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT L**

**AGREEMENT AND CONSENT TO TRANSFER**

## AGREEMENT AND CONSENT TO TRANSFER

**THIS AGREEMENT AND CONSENT TO TRANSFER** (the “**Agreement**”) is made as of the Effective Date by and between **Sonesta RL Hotels Franchising Inc.** (“**we**” or “**us**”), \_\_\_\_\_, a [corporation/limited liability company] whose address is \_\_\_\_\_ (“**Assignor**”), \_\_\_\_\_, [an] individual[s] and sole owner[s] of Assignor (“**Assignor Owner[s]**”), \_\_\_\_\_, a [corporation/limited liability company] whose address is \_\_\_\_\_ (“**Assignee**”), and \_\_\_\_\_, [an] individual[s] and sole owner[s] of Assignee (“**Assignee Owner[s]**”). Assignor and Assignor Owner[s] are collectively referred to as the “**Assignor Parties.**” Assignee and Assignee Owner[s] are collectively referred to as the “**Assignee Parties.**” The Assignor Parties and the Assignee Parties are collectively referred to as the “**Franchisee Parties.**” The “**Effective Date**” is the date on which we sign this Agreement as shown beneath our signature on the signature page of this Agreement.

### **RECITALS**

A. We and Assignor are parties to that certain franchise agreement dated \_\_\_\_\_ (the “**Existing Franchise Agreement**”), pursuant to which Assignor was granted, and assumed the obligation, to own and operate an Americans Best Value Inn-branded hotel located at \_\_\_\_\_ (the “**Hotel**”).

B. Assignor intends to sell to Assignee, and Assignee intends to purchase, the assets of the Hotel and the underlying [premises lease] [real estate] for the Hotel (collectively, the “**Transfer**”). Franchisee Parties expect to consummate the Transfer on \_\_\_\_\_ but shall be no later than \_\_\_\_\_ (the “**Outside Date**”). The date that Franchisee Parties actually consummate the Transfer shall be deemed the “**Closing Date.**”

C. Under the Existing Franchise Agreement, the proposed Transfer requires our prior consent. The Franchisee Parties have requested we consent to the Transfer and we are willing to do so on the terms and conditions set forth in this Agreement.

D. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Existing Franchise Agreement.

### **AGREEMENT**

**FOR AND IN CONSIDERATION** of the foregoing Recitals, the covenants set forth herein and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Consent to Transfer.** By executing this Agreement and subject to the terms and conditions contained herein, we consent to the Transfer. Our consent to the Transfer applies solely to the Transfer as described in this Agreement. We reserve all rights with respect to any subsequent transfer to which rights would apply under the Existing Franchise Agreement or the New Franchise Agreement (defined in Section 4 below). Notwithstanding the foregoing, if any term or condition of this Consent is not met by the Franchisee Parties as of the Closing Date (including any representation or warrant that is not true as of the Effective Date or the Closing Date), or the Transfer is not consummated on or before the Outside Date, we may terminate this Agreement and withdraw our consent to the Transfer.

2. **Representations and Warranties.** The Franchisee Parties, as indicated below, make the following representations and warranties to us as of the Effective Date and as of the Closing Date:

(a) Assignor Parties each, jointly and severally, represent and warrant that: (i) Assignor is a [corporation / limited liability company] that was formed and is in good standing under the laws of the State of \_\_\_\_\_, (ii) Assignor Owner[s] [is/are] the sole owner[s] of Assignor and are duly authorized to sign on behalf of Assignor, (iii) Assignor is the sole owner of the Hotel, (iv) the Hotel’s assets are free and clear of all liens, (v) Assignor has not previously transferred or

assigned the Existing Franchise Agreement, (vi) Assignor is the sole [tenant under the real property lease for the premises occupied by the Hotel (the "**Lease**")][owner of the real estate for the premises occupied by the Hotel (the "**Real Estate**")]; (vii) Assignor Parties, and on behalf of themselves and their employees, contractors and agents, have not used, disclosed or made unauthorized copies of our or our affiliates' confidential materials or proprietary information, or shared any access codes to any of our or our affiliates' electronic information and secure websites; (viii) Assignor Parties have not filed a lawsuit or arbitration demand against us, our parent companies or affiliates and have not filed a proceeding, complaint or notice regarding the Hotel, the Existing Franchise Agreement, or us with any federal, state or local regulatory or law enforcement agency, including without limitation, the Federal Trade Commission; and (xi) Assignor Parties are not the subject of any bankruptcy, receivership, composition, assignment or similar proceeding; and

(b) Assignee Parties each, jointly and severally, represent and warrant that: (i) Assignee is a [corporation / limited liability company] that was formed and is in good standing under the laws of the State of \_\_\_\_\_, and (ii) Assignee[s] [is/are] the sole owner[s] of Assignee.

3. **Termination of Existing Franchise Agreement.** Franchisee Parties agree that the Existing Franchise Agreement is terminated as of the Closing Date and shall thereafter be of no further force or effect except as provided in this Agreement. Notwithstanding the foregoing, Assignor Parties acknowledge that (a) the termination does not affect any obligations under the Existing Franchise Agreement that arose or accrued prior to the Closing Date, and (b) the termination does not affect or release Assignor Parties from, and Assignor Parties hereby agree to comply with, any obligations under the Existing Franchise Agreement that, either expressly or by their nature are intended to survive termination of the Existing Franchise Agreement, including, for example, the post-termination obligations (except those obligations pertaining to the de-imaging of the Hotel) and indemnification obligations with respect to claims arising from or based on events which occurred prior to termination.

4. **New Franchise Agreement.** Assignee shall, concurrently with the execution of this Agreement, execute our current form of franchise agreement and related agreements (to reflect that the agreement is executed in connection with a transfer of the rights under the Existing Franchise Agreement) (the "**New Franchise Agreement**"), and Assignee Owner[s] shall execute the Guaranty and Assumption of Obligations attached thereto. The New Franchise Agreement will govern Assignee's ownership and operation of the Hotel from and after the Closing Date. If the Transfer is not consummated on or prior to the Outside Date, and we terminate this Agreement and withdraw our consent to the Transfer, then Assignee acknowledges and agrees that the New Franchise Agreement becomes null and void.

5. **Conditions to Consent.** Our consent to the Transfer is conditioned on all of the following terms and conditions being met on or prior to the Closing Date:

(a) All of the representations and warranties made in this Agreement by the Franchisee Parties must be true and correct as of the Closing Date, and the Franchisee Parties further represent and warrant that, upon the consummation of the Transfer: (i) the Hotel's assets and the [Real Estate / Lease] will be held solely in the name of the Assignee, [and] (ii) neither Assignor nor Assignor Owner[s] provides Assignee or Assignee Owner[s] with any financing in connection with the Transfer[, and (iii) under the Lease, Assignee will have the right to occupy the Hotel's premises during the entire term of the New Franchise Agreement];

(b) Assignee Parties deliver to us a fully executed New Franchise Agreement and Guaranty and Assumption of Obligations;

(c) Franchisee Parties must provide us with executed versions of any other documents executed by Franchisee Parties to effect the Transfer, and all other information we request about the proposed Transfer, and such Transfer meets all of our requirements and will not adversely affect Assignee's operation of the Hotel;

(d) If the proposed Transfer requires notice to or approval from any landlord, vendor, lender or governmental authority, the Franchisee Parties have taken such appropriate action and provided us with evidence of the same;

(e) Assignor pays or causes to be paid to us a transfer fee of \$\_\_\_\_\_, as required under the Existing Franchise Agreement, which shall be fully earned by us and is non-refundable;

(f) Assignor pays or causes to be paid to us \$\_\_\_\_\_, representing the amounts due and owing to us through the Closing Date, including but not limited to any past due amounts related to [insert as applicable]; and

(g) Franchisee Parties provide us with any other evidence that we reasonably request to show that appropriate measures have been taken to effect the Transfer (including, by obtaining new insurance policies and business licenses) and that Franchisee Parties have the ability to satisfy their obligations under this Agreement, the Existing Franchise Agreement or New Franchise Agreement (as applicable), any and all guarantees thereof, and any related documents executed in connection with any of the foregoing.

6. **Financing.** Regardless of any provision in any other agreement between any of the Franchisee Parties, if Assignor Parties provide financing for any part of any consideration given or to be given by Assignee Parties for the Transfer, Assignor Parties agree that all of Assignee Parties' and/or their affiliates' obligations under promissory notes, agreements, or security interests reserved in the Hotel are subordinate to our rights and Assignee's obligations under the New Franchise Agreement and any guaranty executed by the Assignee Owner[s] pursuant thereto.

7. **Release.** The Franchisee Parties, and each of them, on behalf of themselves and their respective current and former parents, affiliates, and subsidiaries, and each such foregoing person's or entity's respective agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns (collectively, the "**Releasing Parties**"), hereby fully and forever unconditionally release and discharge us and our current and former parents, subsidiaries, and affiliates, and our and each such foregoing entity's respective current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (the "**Released Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever (collectively, "**Claims**"), whether at law or in equity, and known or unknown, which any of the Releasing Parties had, has, or may have had, in any way arising out of or relating to any relationship or transaction with any of the Released Parties, however characterized or described, from the beginning of time until the date set forth below each of the Franchisee Parties' signature to this Agreement, including, without limitation, any and all Claims in any way arising out of or relating to the Existing Franchise Agreement, this Agreement, the relationships created by any of the foregoing, or the development, ownership, or operation of the Hotel, or any other agreements entered into between any of the Released Parties and any of the Releasing Parties. The Releasing Parties further covenant not to sue any of the Released Parties on any of the Claims released by this Section, and warrant and represent that they have not assigned or otherwise transferred any Claims released by this Section.

*If the Hotel is located in California or if any of the Franchisee Parties are residents of California, the following shall apply:*

**Section 1542 Acknowledgment.** It is the Franchisee Parties' intention, on their own behalf and on behalf of the Releasing Parties, in executing this release that this Section be and is a general release which shall be effective as a bar to each and every claim, demand, or cause of action released by the Franchisee Parties or the Releasing Parties. The Franchisee Parties recognize that they or the Releasing Parties may have some claim, demand, or cause of action against the Released Parties of which he, she, or it is totally unaware and unsuspecting, which he, she, or it is giving up by executing this release. It is the Franchisee Parties' intention, on their own behalf and

on behalf of the Releasing Parties, in executing this instrument that it will deprive him, her, or it of each such claim, demand, or cause of action and prevent him, her, or it from asserting it against the Released Parties. In furtherance of this intention, the Franchisee Parties, on their own behalf and on behalf of the Releasing Parties, expressly waive any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

**“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

The Franchisee Parties acknowledge and represent that they have consulted with legal counsel before executing this release and that they understand its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consent that this release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

*If the Hotel is located in Maryland or if any Franchisee Party is a resident of Maryland, the following shall apply:*

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

8. **Acknowledgment.** In agreeing to the Transfer and entering into this Agreement, the Franchisee Parties acknowledge that: (a) they are relying upon their own judgment regarding the suitability of the terms they have negotiated among themselves; (b) they have read, understand, and fully agree to the terms of this Agreement; (c) they have had the time and opportunity to review this Agreement with counsel of their choice; (d) we have made no promise, inducement or agreement or any representations and warranties not expressed herein to procure their agreement hereto; and (e) our sole role in connection with the Transfer has been to exercise our right under the Existing Franchise Agreement to consent to the Transfer, and if we reviewed certain agreements between or among the Franchisee Parties, neither such review nor the execution of this Agreement shall be deemed our approval or endorsement of such documents (or the terms therein) or a modification of any agreement between us or any Franchisee Party.

9. **Governing Law; Dispute Resolution.** This Agreement will be construed and enforced in accordance with, and is governed by, the laws of the Commonwealth of Massachusetts and any disputes arising hereunder shall otherwise be resolved pursuant to Section 14 (General Provisions) of the Existing Franchise Agreement. Each party hereby irrevocably submits to, and waives any objection it might have to, jurisdiction of and venue in the courts of general jurisdiction nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts).

10. **Attorneys' Fees.** Each party shall be responsible for their own costs and fees associated with the preparation of this Agreement. However, in the event of a dispute arising under this Agreement, the prevailing party in such dispute shall be entitled to an award of reasonable attorneys' fees, costs and expert witness fees.

11. **Confidentiality of this Agreement.** The Franchisee Parties agree that the existence of this Agreement and its terms are strictly confidential and that, therefore, the Franchisee Parties and the other Releasing Parties shall not provide or disclose to any third party, unless authorized in writing to do so by us or properly directed or ordered to do so by public authority, any information regarding the existence of this Agreement, the terms or conditions contained in this Agreement, or any dealings or negotiations with us or any of the Released Parties related to this Agreement.

12. **Non-Disparagement.** Franchisee Parties agree not to disparage or otherwise speak or write negatively, directly or indirectly, of us or any of the Released Parties, the Americas Best Value Inn

brand, the Americas Best Value Inn franchise system, or any other service-marked or trademarked concept of ours or of any Released Party, or which would subject the Americas Best Value Inn brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact our goodwill or that of the Americas Best Value Inn brand.

13. **Miscellaneous Provisions.** This Agreement may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and will not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts and sent via email, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties have signed this Agreement on the dates shown below and made effective as of the Effective Date.

**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

**ASSIGNOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ASSIGNOR OWNER[S]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**ASSIGNEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ASSIGNEE OWNER[S]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

*[Signature Page to Agreement and Consent to Transfer]*

**EXHIBIT M**

**STATE ADDENDA AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
SONESTA RL HOTELS FRANCHISING INC.**

The following are additional disclosures for the Franchise Disclosure Document of SONESTA RL HOTELS FRANCHISING INC. required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

**ILLINOIS**

1. The "Summary" section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety.
2. The "Summary" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the state of Illinois apply.

3. The following paragraph is added to the end of Item 17:

However, this section shall not act as a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/41 or the Illinois Regulations Section 200.69.

**MARYLAND**

1. **Initial Fees**. The following is added to the end of Items 5 and 7:

Any release required as a condition of obtaining a refund of the initial fee shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

However, under COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The following is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. The "Summary" sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, are amended to add the following:

A franchisee may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of the chart in Item 17:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

## **MINNESOTA**

1. **Termination Fee and Liquidated Damages.** The Item 6 line items of the Franchise Disclosure Document entitled "Termination Fee Upon Early Termination Following your Default or Termination by you Without Cause," "Liquidated Damages for Unauthorized Opening" and "Pre-Opening Termination Fee" will not be enforced to the extent prohibited by applicable law.

2. **Trademark Indemnification.** The following paragraph is added to the end of Item 13:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Proprietary Marks, we will protect your rights to use the Proprietary Marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Proprietary Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

3. **Renewal, Termination, Transfer and Dispute Resolution.** The following is added to the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit 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. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

## **NORTH DAKOTA**

1. **Termination Fee and Liquidated Damages.** The Item 6 line items of the Franchise Disclosure Document entitled "Termination Fee Upon Early Termination Following your Default or Termination by you Without Cause," "Liquidated Damages for Unauthorized Opening" and "Pre-Opening Termination Fee" will not be enforced to the extent prohibited by applicable law.

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer:**

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The "Summary" section of Item 17(v), entitled **Choice of forum**, is deleted and replaced with the following:

To the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota. Otherwise, litigation must be brought in the federal court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts). If the federal court lacks jurisdiction, then such litigation must be brought in the state court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts), unless otherwise mutually agreed by the Parties. However, we may seek injunctive relief in any jurisdiction that has jurisdiction over you.

4. The "Summary" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the Commonwealth of Massachusetts will apply.

### **RHODE ISLAND**

1. The following language is added to the end of the "Summary" sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**:

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

### **VIRGINIA**

1. The following language is added to the end of the "Summary" section of Item 17(e), entitled **Termination by franchisor without cause**:

Under 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 does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

### **WASHINGTON**

1. The following is added to the end of the Special Risks to Consider About This Franchise page:

We use the services of franchise brokers to assist it in selling franchises. A franchise broker represents us and is paid a fee for referring prospects to us and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting our current and former franchisees to ask them about their experience with us.

2. The following language is added to the end of Item 17:

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

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in the State of Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Americas Best Value Inn Hotel that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

2. **GOVERNING LAW; VENUE AND JURISDICTION.** The first sentence of Section 14.(g) of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), this Agreement and any related agreement, all transactions contemplated by this Agreement and any related agreement, and the relationship created by this Agreement, as well as our offer, sale, or negotiation of a franchise under the Brand or the relationship of the parties arising from the franchise or from entering this Agreement, are governed by, and must be construed and enforced in accordance with, the internal laws of the State of Illinois.

3. **WAIVER OF EXEMPLARY AND PUNITIVE DAMAGES and JURY WAIVER.** The following language is added to the end of Sections 14.(i) and 14.(j) of the Franchise Agreement:

HOWEVER, THIS SECTION SHALL NOT ACT AS A CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THE ILLINOIS FRANCHISE DISCLOSURE ACT AT SECTION 705/41 OR ILLINOIS REGULATIONS AT SECTION 200.609.

4. **CLASS ACTION BAR AND LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 14.(k) of the Franchise Agreement:

However, this Section shall not act as a condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

5. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Section 14.(r) of the Franchise Agreement:

(r) **Illinois Franchise Disclosure Act.** 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 the Act or any other law of Illinois is void.

**[The remainder of this page is intentionally left blank.]**



**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: [development@sonesta.com](mailto:development@sonesta.com)

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the Americas Best Value Inn Hotel that you will operate under the Franchise Agreement will be located in Maryland.

2. **RELEASES.** The following is added to the end of Sections 2.(b) and 10.(b)(iv)(C) of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of sale, renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **BANKRUPTCY.** The following is added to the end of Section 11.(c)(vi) of the Franchise Agreement:

; however, we and you acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **REPRESENTATIONS AND WARRANTIES.** The following is added to the end of Section 13 of the Franchise Agreement:

Your acknowledgments or representations made in this Agreement, which disclaim the occurrence and/or acknowledge the non-occurrence of acts that could constitute a violation of the Franchise Law, are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. **GOVERNING LAW, VENUE AND JURISDICTION** The following is added to the end of Section 14.(g) of the Franchise Agreement:

Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law and Maryland law shall apply to such claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **CLASS ACTION BAR AND LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 14.(k) of the Franchise Agreement:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: development@sonesta.com

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Americas Best Value Inn Hotel that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the end of Sections 2.(b) and 10.(b)(iv)(C) of the Franchise Agreement:

Any release required as a condition of sale, renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION.** The following is added to the end of Sections 2.(b), 11.(b), and 11.(c) of the Franchise Agreement:

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

4. **LIQUIDATED DAMAGES.** The following is added to the end of the last paragraph of Section 8.(b) of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

5. **TERMINATION FEE.** The following is added to the end of Section 12.(b) and Section 12.(c) of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

6. **GOVERNING LAW, VENUE AND JURISDICTION.** The following is added to the end of Section 14.(g) of the Franchise Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec 80C.21 and Minn. Rule 2860.4400J prohibit us, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in this Agreement shall abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

7. **WAIVER OF EXEMPLARY AND PUNITIVE DAMAGES and JURY WAIVER**. If and then only to the extent required by the Minnesota law, Sections 14.(i) and 14.(j) of the Franchise Agreement are deleted.

8. **CLASS ACTION BAR AND LIMITATIONS OF CLAIMS**. The following is added to the end of Section 14.(k) of the Franchise Agreement:

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

9. **CLAIMS AGAINST THE PROPRIETARY PROPERTY**. The following is added to the end of Section (c) of Schedule 9 to the Franchise Agreement:

Provided you have complied with all provisions of this Agreement applicable to the Proprietary Property, we will protect your rights to use the Proprietary Property and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Proprietary Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: development@sonesta.com

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the Americas Best Value Inn Hotel that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES.** The following is added to the end of Sections 2.(b) and 10.(b)(iv)(C) of the Franchise Agreement:

However, any release required as a condition of sale, renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **LIQUIDATED DAMAGES.** The following is added to the end of the last paragraph of Section 8.(b) of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

4. **TERMINATION FEE.** The following is added to the end of Section 12.(b) and Section 12.(c) of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

5. **GOVERNING LAW, VENUE AND JURISDICTION.** Section 14.(g) of the Franchise Agreement is deleted and replaced with the following:

(g) ***Governing Law; Venue and Jurisdiction.*** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), and except as otherwise required by North Dakota law, this Agreement and any related agreement, all transactions contemplated by this Agreement and any related agreement, and the relationship created by this Agreement, as well as our offer, sale, or negotiation of a franchise or the relationship of the parties arising from the franchise or from entering this Agreement, are governed by, and must be construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws principles. NOTWITHSTANDING THE FOREGOING, ANY STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES, OR SIMILAR INTERESTS OR GOVERNING THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES TO THIS AGREEMENT, OR BETWEEN US AND YOUR GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET

INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. Any claims, controversies, disputes or actions must be brought in the federal court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts); provided, that, if the federal court lacks jurisdiction, then such claims, controversies, disputes or actions must be brought in the state court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Newton, Massachusetts), unless otherwise mutually agreed by the parties. You irrevocably submit to the jurisdiction of such courts and waive any objection you might have to either the jurisdiction of or venue in such courts. Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law. However, with respect to any action for injunctive relief, the parties may bring such action in any court of competent jurisdiction.

6. **WAIVER OF EXEMPLARY AND PUNITIVE DAMAGES and JURY WAIVER.** To the extent required by the North Dakota Franchise Investment Law, Sections 14.(i) and 14.(j) of the Franchise Agreement are deleted.

7. **CLASS ACTION BAR AND LIMITATIONS OF CLAIMS.** The following is added to the end of Section 14.(k) of the Franchise Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

**[The remainder of this page is intentionally left blank.]**



**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: development@sonesta.com

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT  
FOR USE IN RHODE ISLAND**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the Americas Best Value Inn Hotel that you will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **GOVERNING LAW, VENUE AND JURISDICTION.** The following language is added to Section 14.(g) of the Franchise Agreement:

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT "A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT."

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: development@sonesta.com

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT  
FOR USE IN VIRGINIA**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Americas Best Value Inn Hotel that you will operate under the Franchise Agreement will be established or maintained in Virginia.

2. **TERMINATION BY EITHER PARTY.** The following is added to the end of Section 11.(d) of the Franchise Agreement:

Under 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 does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: development@sonesta.com

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDER TO THE SONESTA RL HOTELS FRANCHISING INC.  
FRANCHISE AGREEMENT, REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT, AND  
RELATED AGREEMENTS  
FOR USE IN WASHINGTON**

**THIS RIDER** is by and between **SONESTA RL HOTELS FRANCHISING INC.**, a Washington corporation with its principal business address at Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of Washington; and/or (b) the Americas Best Value Inn that you will operate under the Franchise Agreement will be located in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:

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

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in the State of Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

US:  
**SONESTA RL HOTELS FRANCHISING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: Two Newton Place  
255 Washington Street, Suite 230  
Newton, Massachusetts 02458

Attention: Franchise Development Department

E-mail: development@sonesta.com

YOU:  
Sign here if you are an **INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Legal Entity  
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_



## State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	Exempt
Hawaii	Pending
Illinois	Exempt
Indiana	Pending
Maryland	Pending
Michigan	March 28, 2022
Minnesota	Pending
New York	Exempt
North Dakota	Exemption Pending
Rhode Island	Exemption Pending
South Dakota	Pending
Virginia	Exemption Pending
Washington	Exemption Pending
Wisconsin	March 28, 2022

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 N**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

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 Sonesta RL Hotels Franchising Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Sonesta RL Hotels Franchising Inc. or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our first personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Sonesta RL Hotels Franchising Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Sonesta RL Hotels Franchising Inc., Two Newton Place, 255 Washington St., Suite 230, Newton, Massachusetts 02458, (617) 421-5400. The franchise seller for this offering is:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Brian Quinn<br>Sonesta RL Hotels Franchising Inc.<br>Two Newton Place<br>255 Washington St., Suite 230<br>Newton, Massachusetts 02458<br>(617) 421-5400 | <input type="checkbox"/> _____<br>Sonesta RL Hotels Franchising Inc.<br>Two Newton Place<br>255 Washington St., Suite 230<br>Newton, Massachusetts 02458<br>(617) 421-5400 | <input type="checkbox"/> _____<br>Sonesta RL Hotels Franchising Inc.<br>Two Newton Place<br>255 Washington St., Suite 230<br>Newton, Massachusetts 02458<br>(617) 421-5400 |
|--|--|--|

Issuance Date: March 28, 2022

See Exhibit A for Sonesta RL Hotels Franchising Inc.'s registered agents authorized to receive service of process.

I have received a disclosure document dated March 28, 2022 that included the following Exhibits:

- |  |   |
|--|---|
| Exhibit A - State Administrators/Agents for Service of Process | Exhibit G - Financial Statements  |
| Exhibit B - Franchise Agreement                                | Exhibit H - Guarantee of Performance  |
| Exhibit C - Guaranty of Franchise Agreement and Notes          | Exhibit I - List of Current Franchisee Outlets  |
| Exhibit D - Table of Contents of Brand Manual                  | Exhibit J - List of Franchisee Outlets Terminated, Not Renewed or Who Otherwise Left the System |
| Exhibit E-1 - Initial Fee Promissory Note                      | Exhibit K - Sample General Release  |
| Exhibit E-2 - Incentive Promissory Note                        | Exhibit L - Consent to Transfer   |
| Exhibit F - Representations and Acknowledgment Statement       | Exhibit M - State Addenda and Agreement Riders  |
|  | Exhibit N - Receipts  |

**Prospective Franchisee:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

(Do not leave blank)

**If an individual:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

(Do not leave blank)

Property located (or to be built) at \_\_\_\_\_  
(street address) (city) (state) (zip code)

Please enter the address of the Property, sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail or email, to Sonesta RL Hotels Franchising Inc., Two Newton Place, 255 Washington Street, Suite 230, Newton, Massachusetts 02458, email: [development@sonesta.com](mailto:development@sonesta.com).

**RECEIPT  
(YOUR COPY)**

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|  | Exhibit N - Receipts  |

**Prospective Franchisee:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_  
(Do not leave blank)

**If an individual:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_  
(Do not leave blank)

Property located (or to be built) at \_\_\_\_\_  
(street address) (city) (state) (zip code)

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.