FRANCHISE DISCLOSURE DOCUMENT

BAYMONT FRANCHISE SYSTEMS, INC.
A Delaware corporation
22 Sylvan Way
Parsippany, New Jersey 07054
(800) 758-8999
www.wyndhamhotels.com/baymont
https://development.wyndhamhotels.com/

The franchisee will operate a Baymont Inn & Suites® guest lodging facility offering overnight accommodations and related services.

The total investment necessary to begin operation of a Baymont Inn & Suites franchise for a 74-room new construction facility ranges from $6,413,529 to $8,819,125. The total investment necessary to begin operation of a Baymont Inn & Suites franchise for a 100-room conversion facility ranges from $176,499 to $3,757,256. Land acquisition costs are not included in these ranges. The above amounts include a range of $36,100 to $57,775 that must be paid to the franchisor or an affiliate.

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, contact Franchise Development Department, Baymont Franchise Systems, Inc., 22 Sylvan Way, Parsippany, NJ 07054 or call (800) 758-8999.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your 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* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 31, 2022.

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How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E-1 and E-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction; Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Baymont Inn & Suites business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Baymont Inn & Suites franchisee?	Item 20 or Exhibits E-1 and E-2 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the license 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 sub-franchisor.

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Office of the Attorney General, Consumer Protection Division, Attn: Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

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E-2	List of Facilities in the United States that Voluntarily or Involuntarily left the Baymont System from January 1, 2021 to December 31, 2021 or that did not communicate with us during the ten-week period preceding the date of the Disclosure Document
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G	State Effective Dates / Acknowledgement of Receipt

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

To simplify the language in this Disclosure Document, "we," "our" or "us" means Baymont Franchise Systems, Inc., a Delaware corporation, the franchisor. "You" means the person or entity who buys the franchise, the franchisee. If the franchisee is a corporation, partnership or other entity, "you" includes the franchisee's owners.

The Franchisor, Its Affiliates and Parents. We were incorporated on March 13, 2006. We do not do business under any other name. We are a subsidiary of Wyndham Hotel Group, LLC, a Delaware limited liability company ("Wyndham Hotel Group"), which is wholly owned by Wyndham Hotels & Resorts, Inc., a Delaware corporation ("Wyndham Hotels & Resorts") or ("WHR"). WHR guarantees the performance of our obligations under the "Franchise Agreements" we enter into with franchisees.

WHR was created by virtue of a tax-free spin-off of the hotel and transient lodging businesses of Wyndham Worldwide Corporation ("Wyndham Worldwide") on May 31, 2018. On August 2, 2017, Wyndham Worldwide announced its plan to separate its businesses into two publicly traded companies. Under the plan of separation, the hotel and transient lodging businesses of Wyndham Worldwide (operating as Wyndham Hotel Group) were spun-off into a standalone publicly traded hotel company, WHR. The remaining businesses of Wyndham Worldwide were renamed Wyndham Destinations, Inc., and continue to operate as a publicly traded timeshare and timeshare exchange company, which has subsequently changed its name to Travel + Leisure Co. as of February 17, 2021. On May 9, 2018, the Wyndham Worldwide Board of Directors approved the spin-off of WHR through the distribution of 100% of the common stock of WHR to shareholders of Wyndham Worldwide. The distributions occurred on May 31, 2018 to Wyndham Worldwide shareholders of record as of the close of business on May 18, 2018. On June 1, 2018, WHR began "regular way" trading on the New York Stock Exchange as a separate public company.

On April 25, 2006, we announced that the AmeriHost Inn® hotel brand, operated by our affiliate, AmeriHost Franchise Systems, Inc. ("AFS"), would be combined with our brand and certain qualifying AmeriHost Inn hotels converted into Baymont Facilities. All such conversions were completed in the third quarter of 2009.

Wyndham Hotel Group and its affiliate Worldwide Sourcing Solutions, Inc. ("WSSI") offer goods and services to our franchisees and the franchisees of the Lodging Affiliates as defined below. See Items 5 and 8.

Lodging Affiliates. Wyndham Hotel Group directly and indirectly owns franchising subsidiaries in the lodging industry (the "Lodging Affiliates"). The Lodging Affiliates which offer franchises in the United States include Ramada Worldwide Inc. ("RWI"), Days Inns Worldwide, Inc. ("DIW"), Super 8 Worldwide, Inc., which was formerly known as Super 8 Motels, Inc. ("Super 8" or "SWI"), Howard Johnson International, Inc. ("HJI"), La Quinta Franchising LLC ("LQF"), Wingate Inns International, Inc. ("WII"), Microtel Inns and Suites Franchising, Inc. ("MISF"), Hawthorn Suites Franchising, Inc. ("HSF"), TRYP Hotels Worldwide, Inc. ("TRYP Hotels" or "TRYP"), Travelodge Hotels, Inc. ("THI"), TMH Worldwide, LLC ("TMH"), TRC Franchisor,

Inc. ("TRC"), and AmericInn International, LLC ("AMI"), which offer and support hotel licenses or franchises under the Ramada®, Days Inn®, Super 8®, Howard Johnson®, La Quinta®, Wingate by Wyndham®, Microtel Inn & Suites by Wyndham®, Hawthorn Suites by Wyndham®, TRYP by Wyndham®, Travelodge® (Americas only), Trademark Collection®, The Registry Collection Hotels® and AmericInn® guest lodging facility systems, respectively. Another Lodging Affiliate, Wyndham Franchisor, LLC. ("WDF"), offers and supports franchises for upscale, full service and select service, Wyndham Grand®, Wyndham®, and Wyndham Garden® transient guest lodging facilities, respectively. The Lodging Affiliates do not own or operate any lodging facilities. Certain other subsidiaries of Wyndham Hotel Group manage hotels for third party owners under the Wyndham (6 hotels), Wyndham Grand (6 hotels), Wyndham Garden (1 hotel), Dolce Hotels and Resorts (6 hotels), Baymont (1 hotel) and La Quinta (137 hotels) brands, and two subsidiaries - Wyndham Bonnet Creek Hotel, LLC and Rio Mar Resort - WHG Hotel Property, LLC - each own one of the above managed Wyndham Grand branded properties.[1]

Certain Other Franchise and Travel Industry Affiliates. The following chart outlines which affiliate, as of December 31, 2021, offered and administered franchises and managed facilities under our Marks and those of the Lodging Affiliates outside of the United States, and, in the case of managed facilities, within and outside of the United States:

Region/Country	Franchise System	Franchisor
Canada	Baymont Inn & Suites Hawthorn Suites by Wyndham Howard Johnson La Quinta Microtel Inn & Suites by Wyndham Ramada Super 8 Trademark Collection TRYP by Wyndham Wingate by Wyndham Wyndham Garden Wyndham Wyndham Grand	Wyndham Hotel Group Canada, ULC ("WHG Canada") or one of the Lodging Affiliates
All of Asia with the exception of Mainland and Hong Kong China	All brands with the exception of Travelodge	Wyndham Hotel Asia Pacific Co. Limited ("WHAP")
Hong Kong China	All brands with the exception of Travelodge	WHAP or Wyndham Hotel Hong Kong Co. Limited ("WH Hong Kong")
Mainland China	All brands except Howard Johnson, Super 8 and Travelodge	WHAP or Wyndham Hotel Management (Beijing) Co., Ltd.

[1] The brands and number of hotels managed by our affiliates listed above are current as of December 31, 2021.

Australia & Pacific	Days Inn Microtel La Quinta Ramada Ramada Encore Trademark Collection TRYP Wyndham Garden Wyndham Wyndham Grand	WHAP
Most of Europe, Middle East & Africa with the exception of Saudi Arabia	All brands with the exception of Travelodge	Wyndham Hotel Group (UK) Limited ("WHG UK"), Wyndham Hotel Group (UK) East Limited ("WHG UK East") or WHG (Ireland) Hotels, U.C. ("WHG Ireland ")
Saudi Arabia	All brands with the exception of Travelodge	Ramada International, Inc. ("RII"), HJI, SWI, WHG UK, WDF or an affiliate
Latin America and the Caribbean	All brands except Dazzler and Esplendor for Argentina, Paraguay, Peru and Uruguay	WHG Caribbean or RII
Argentina, Paraguay, Peru and Uruguay	Dazzler and Esplendor	Wyndham Hotel Management de Argentina SRL ("WHMDA")
Region/Country	**Managed System**	**Management Company**
US, Canada, & Europe	Dolce Hotels and Resorts	Hotels are managed by either a special purpose entity wholly owned by Dolce International, Inc., or WHG Hotel Management, Inc. ("WHGHM"). Dolce International, Inc. and WHGHM are both wholly owned by Wyndham Hotel Group, LLC
US	Wyndham Grand Wyndham Wyndham Garden	Wyndham Hotel Management, Inc. ("WHM")
US	La Quinta Baymont	LQ Management L.L.C. ("LQ Management")
Great Britain	Ramada	WHG UK, WHG Ireland
Qatar	Howard Johnson Wyndham Wyndham Grand	WHM, WHG UK
United Arab Emirates	Days Super 8 Wyndham	WHG UK
Bahrain Jordan Tanzania	Ramada Wyndham Garden Wyndham Grand	WHG UK
Oman	Ramada Encore Ramada Hotels & Suites	WHG UK

Nigeria	Ramada Plaza	WHG UK
Egypt	Wyndham	WHG UK
Uganda	Wyndham	WHG UK
Saudi Arabia	Wyndham Garden	WHG UK
Mainland China	All brands except Howard Johnson, Super 8 and Travelodge	Wyndham Hotel Management (Beijing) Co., Ltd.
Greater China except Mainland China	All brands except Travelodge	WHAP
Singapore	Days Ramada	WHAP
Malaysia	Ramada Encore Days Dolce TRYP Wyndham	WHAP
Thailand	Ramada TRYP Wyndham Wyndham Grand Wyndham Garden	WHAP
Fiji, Korea, Palau	Wyndham	WHAP
Tinian, Northern Mariana Islands	Wyndham	WHG Hotel Management Inc.
Vietnam	Dolce Trademark Collection Wyndham Wyndham Grand Wyndham Garden Ramada	WHAP
Ethiopia	Howard Johnson TRYP by Wyndham Wyndham Wyndham Garden	WHG UK
Mexico, Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama.	All brands	Wyndham Hotel Management de Mexico, S. de R.L. de C.V. (“WHMDM”)
Belize, Guyana, Suriname, French Guiana	All brands	WHG Caribbean or RII
Colombia, Ecuador, Peru, Bolivia, Venezuela	All brands	Wyndham Hotel Management de Colombia, S.A.S. (“WHMDC”)
Brazil	All brands	Wyndham Hotel Management do Brasil, Ltda. (“WHMDB”)
Argentina, Chile, Uruguay, Paraguay	All brands	WHMDA
Rest of Latin American and the Caribbean	Esplendor Dazzler Wyndham Grand	WHMDA

In November 2016, Wyndham Hotel Group, through its subsidiary Wyndham Asia Caribbean Holdings, Ltd., acquired 100% of the share stock of Fen International Corp. ("Fen"). Fen and its subsidiaries collectively manage 21 hotels in Argentina, Uruguay, Paraguay, Costa Rica and Peru under the Esplendor® and Dazzler® brands. As of December 31, 2021, WHM, WHGHM, LQ Management or another affiliate provided property management services to 230 hotels associated with either Baymont, Days Inn, Dazzler Hotels, Dolce Hotels and Resorts, Esplendor, La Quinta, Ramada, Super 8, Trademark Collection, TRYP by Wyndham, Wingate by Wyndham, Wyndham Grand, Wyndham, or Wyndham Garden brands around the globe.

The principal business address of us, WHR, Wyndham Hotel Group, the Lodging Affiliates, WHG Caribbean, WHG Canada, RII, WHM, WHGHM, LQ Management, and WSSI is 22 Sylvan Way, Parsippany, New Jersey 07054. The principal business address for WHG Europe, WHG UK, WHG UK East, and WHG Ireland is 4th Floor, 3 Shortlands, Hammersmith, London W6 8DA England. The principal business address of WHAP Hong Kong is 18th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong. The principal business address for WH Hong Kong is 26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong. The principal business address of WHAP in Singapore is 3 Phillip Street, #17-04 Royal Group Building, Singapore. The principal business address of WHAP in China is 26F, K. Wah Center, 1010 Huai Hai Rd (M), Shanghai 200031, China. The principal business address for WHMDB is Al Santos 2300 Room 52-Cerqueira Cesar, São Paulo/SP-CEP:, 01418-200 Brazil. The principal address for WHMDM is Blvd. Manuel Avila Camacho 118 piso 24 Lomas de Chapultepec, Miguel Hidalgo CDMX, Mexico 11000.The principal address of WHMDA is Esmeralda 950, piso 20°, Buenos Aires City, Argentina Zip Code: C1007ABL. The principal address of WHMDC is Calle 70A, 4 – 41, Bogotá DC, Colombia, Zip Code 3462011. The principal business address for WHG Australia Pty Ltd. is Unit 11, 11 Karp Court, Bundall, QLD 4217, Australia. The principal business address for Wyndham Hotel Management (Beijing) Co., Ltd. is Room 906C East Ocean Centre, No. 24A Jianguomenwai Street, Chaoyang District, Beijing, China 100022. Our agent for service of process is Corporate Creations Network Inc., 811 Church Road #105, Cherry Hill, NJ 08002. Our agents for service of process are disclosed in Exhibit B.

The Franchisor's Business and the Franchises Offered. We offer, sell and support Baymont system franchises for Baymont Inn & Suites and Baymont® by Wyndham guest lodging facilities (each a "Facility," "Chain Facility" or "Chain Lodging Facility"). We do not own, operate or manage any Baymont Facility or other lodging facility. We are not engaged in any other business.

Under the "Franchise Agreement" (found as Exhibit C-1 to this Disclosure Document), we offer you, if you qualify, a franchise to construct or convert and operate a Chain Lodging Facility at a single, defined location. You will use the Baymont "System" to identify and operate the Facility. Baymont Inn & Suites hotels are reasonably priced hotels typically positioned to attract both business and leisure travelers in secondary and tertiary markets with established demand generators such as major traffic arteries, office complexes, industrial parks, military installations, shopping malls, colleges and universities or tourist attractions. The Baymont Inn & Suites hotel's amenities and services include 24-hour front desk, business center kiosk, wireless high-speed Internet access, continental breakfast, fitness room, and a covered entrance in the form of a portico. Baymont Inn & Suites hotels do not typically contain food and beverage facilities associated with full-service hotels. If you acquire a franchise, you must operate the facility according to the

business format, methods, procedures, designs layouts, standards and specifications of the System.

We will offer franchises for Baymont Inn & Suites hotels to both new operators who will build new hotels at new locations and to existing hotel operators, who will convert their existing hotels and renovate their existing facilities and décor according to our requirements for conversion Chain Lodging Facilities. Conversion Facilities might have a lower initial investment than newly constructed Facilities. See Item 7.

Each Facility typically contains at least 50 guest rooms and must be built or renovated to be consistent with our Standards of Operation and Design Manual (the "Manual") specifications, state and local codes, the number of guest rooms you decide to build, and specific site considerations. The Franchise Agreement and our Manual require periodic renovations to your Chain Lodging Facility.

Baymont Inn & Suites Facilities typically have at least 5% of their guest rooms configured as suites, which can be any of (i) a standard room with a jacuzzi-style bathtub and a combination microwave-refrigerator, (ii) an oversized guest room, (iii) a standard or oversized room with a wing wall or other separating device between the sleeping areas and living area, or (iv) two rooms consisting of a living area and separate sleeping quarters.

The Hospitality Industry. The hospitality industry is highly competitive. Chain Lodging Facilities compete with all types of facilities that offer transient guest lodging to the public. The primary competition on a nationwide basis is from lodging units affiliated with major lodging chains, including the Lodging Affiliates. The Chain generally competes with established lodging chains in the mid-market segment of the lodging industry that have more units and are better known than the Chain. Your ability to compete in your market will depend in large part upon your geographic area, specific site location, the Facility's condition, general economic conditions and the capabilities of your management and service team. Affiliation with us does not guarantee that you will be successful or profitable in your business operation.

Industry Specific Laws. You must comply with a number of federal, state and local laws and regulations which apply to businesses generally and to the construction and operation of hotels. These include environmental laws and those relating to zoning and construction, permits and licensing; public accommodations and accessibility by persons with disabilities; labor; occupational safety; fire safety; health and food storage, preparation and service; privacy and data security; and laws regulating the posting of hotel room rates and the registration and identification of guests. In addition to these laws, laws of general application may have special relevance to hotels. Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated as a destination to which your customers must travel, your business can be affected by such orders more than others. Consult your attorney for more information on these and other laws.

Business Experience of Franchisor, the Lodging Affiliates and their Predecessors. We have been offering franchises for Chain Facilities since April 2006. We do not own or operate any Chain Facility. We are not engaged in any activities other than franchising Baymont Chain

Lodging Facilities and offering related products and services as described in this Disclosure Document.

The Lodging Affiliates have been offering licenses or franchises for lodging facilities in the United States (including the continental United States, Alaska, Hawaii, and Puerto Rico) since the following dates:

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, 2021
AMI	1994	-	206
DIW	1992	1972	1,326
HSF	1996	1986	72
HJI	1990	1954	159
LQF	2003	1968	769
MISF	1995	1988	296
RWI	1989	1954	317
SWI	1975	-	1,486
THI	1996	1966	352
TMH	2017	-	54
TRC	2017	-	0
TRYP	2011	2000	8
WII	1998	1995	164
WDF	2018	2005	104

We have not engaged in or offered franchises for business other than transient guest lodging facilities and related restaurants. The Lodging Affiliates have never offered franchises in businesses other than guest lodging facilities and related restaurants.

ITEM 2. BUSINESS EXPERIENCE

President and Chief Executive Officer: Geoff Ballotti

Mr. Ballotti has served as President and Chief Executive Officer of WHR since October 2017, and of Wyndham Hotel Group since March 2014. He holds similar positions with us and the Lodging Affiliates.

Director, Executive Vice President, General Counsel and Secretary: Paul F. Cash

Mr. Cash has served as our Director since October 2017 and as Executive Vice President, General Counsel and Secretary of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, he served as Executive Vice President, General Counsel and Secretary for Wyndham Destination Network from March 2011 through September 2017.

Director, President, the Americas: Scott LePage

Mr. LePage has served as our Director since February 2021 and as President, the Americas of WHR and Wyndham Hotel Group since May 2020. He holds similar positions with us and the Lodging Affiliates. Mr. LePage has held multiple previous roles with WHR or its affiliates, including Executive Vice President, Managed Operations from November 2019 until May 2020, Executive Vice President, Franchise Services and Brand Operations from January 2019 until November 2019, Senior Vice President, Franchise Services and Brand Operations from January 2016 until January 2019, Senior Vice President of Field Operations from March 2015 until January 2016, and Vice President of Openings from May 2013 until March 2015.

Director, Senior Vice President and Chief Accounting Officer: Nicola Rossi

Mr. Rossi has served as our Director since June 2011 and as Senior Vice President and Chief Accounting Officer of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, Mr. Rossi served as Senior Vice President and Chief Accounting Officer for Wyndham Worldwide from July 2006 until May 2018.

Chief Human Resource Officer: Monica Melancon

Ms. Melancon has served as Chief Human Resource Officer of WHR and Wyndham Hotel Group since March 2021. In previous roles with WHR or its affiliates, Ms. Melancon served as Group Vice President, Human Resources, Managed from March 2020 until March 2021, and Vice President, Human Resources, Managed, from May 2018 until March 2020. Prior to that, Ms. Melancon served as Vice President, Employee Relations from August 2016 until May 2018 and Regional Employee Relations Manager from March 2015 until August 2016 for Irving, TX-based La Quinta Holdings, Inc.

Executive Vice President and Chief Financial Officer: Michele Allen

Ms. Allen has served as Executive Vice President and Chief Financial Officer of WHR and Wyndham Hotel Group since December 3, 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with WHR or its affiliates, Ms. Allen served as Executive Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from January 2019 through November 2019, and as Senior Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from June 2018 through December 2018. Before then, she served as Senior Vice President, Financial Planning & Analysis for Wyndham Worldwide from April 2015 until May 2018, and Senior Vice President, Financial Planning & Analysis for Wyndham Hotel Group from March 2012 until March 2015.

Executive Vice President and Chief Marketing Officer: Lisa Checchio

Ms. Checchio has served as Executive Vice President and Chief Marketing Officer of WHR and Wyndham Hotel Group since January 2019. In this role, Ms. Checchio oversees the planning, development and execution of the Marketing, Advertising, Loyalty, and Revenue Generation initiatives for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its

affiliates, Ms. Checchio served as Senior Vice President and Chief Marketing Officer from May 2018 until January 2019, Senior Vice President, Global Brands from February 2017 until May 2018 and Vice President, Brand Marketing from August 2015 until February 2017.

Chief Information Officer: Scott Strickland

Mr. Strickland has served as Chief Information Officer of Wyndham Hotel Group since March 2017 and of WHR in May 2018. In this role, Mr. Strickland oversees information technology strategy and systems for us and the Lodging Affiliates.

Senior Vice President – Global Sales: Carol Lynch

Ms. Lynch has served as Senior Vice President, Global Sales of Wyndham Hotel Group since February 2020. In this role, Ms. Lynch oversees the North America Global and Field sales teams for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Lynch held the position of Group Vice President, Global Sales from November 2019 until February 2020, Vice President Global Sales from October 2016 until November 2019, and Senior Director, Global Sales from December 2015 until October 2016.

Group Vice President – Global Contact Centers and Franchise System Support: Janesh Patel

Mr. Patel has served as Group Vice President, Global Contact Center and Franchise System Support for Wyndham Hotel Group since January 2021. In this role, Mr. Patel oversees the Global Contact Centers and leads the Franchise System Support teams for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Patel held the position of Vice President, Hotel Technology Client Support from March 2013 until January 2021.

Brand Leader: David Unger

Mr. Unger has served as our Brand Leader since January 2019. Mr. Unger has also served as Brand Leader for the Wingate by Wyndham brand since March 2021. Mr. Unger has held multiple previous roles with Wyndham Hotel Group or its affiliates, including Vice President, Hotel Integration from April 2015 until January 2019, and Vice President, Financial Services from January 2011 until April 2015.

Senior Vice President – Franchise Operations, North America/Iconic Brand Field Operations Leader: Tracy Ripa

Ms. Ripa has served as Senior Vice President, Franchise Operations, North America of Wyndham Hotel Group since May 2020. As of January 2022, she also leads field operations for the AmericInn, Baymont, Days Inn, Howard Johnson, Ramada, Super 8, Travelodge and Wingate by Wyndham brands. In previous roles with Wyndham Hotel Group or its affiliates, she served as Group Vice President, Franchise Operations and Quality from October 2018 until May 2020, Vice President, Franchise Quality from January 2016 until October 2018, and Senior Director, Franchise Quality from March 2012 until January 2016.

Wyndham and Wyndham Grand Brand Leader/Full Service Field Operations Leader: Jurgen Schafers

Mr. Shafers has served as Brand Leader for the Wyndham and Wyndham Grand brands since March 2021. As of January 2022, he also leads field operations for the Wyndham, Wyndham Grand, TRYP by Wyndham, Trademark Collection, and Registry Collection brands. Mr. Shafers has also served as Group Vice President, Managed Operations since June 2020. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Shafers served as Regional Vice President, Operations from May 2015 until June 2020.

Hawthorn Suites by Wyndham and La Quinta Brand Leader/Select Service Field Operations Leader: Krishna Paliwal

Mr. Paliwal has served as Brand Leader for the Hawthorn Suites by Wyndham brand since March 2021, and for the La Quinta brand since June 2019. As of January 2022, he also leads field operations for the La Quinta, Hawthorn Suites by Wyndham, Microtel Inn and Suites by Wyndham, and Wyndham Garden brands. Before then, he served as Senior Vice President, Design and Construction for us, Wyndham Hotel Group and the Lodging Affiliates from June 2018 until March 2021. Prior to that, Mr. Paliwal served as Senior Vice President Design and Construction for LQ Management from February 2008 through May 2018.

Vice President – Contracts Compliance: Suzanne Fenimore

Ms. Fenimore has served as Vice President, Contracts Compliance since February 2021. She holds similar positions with us, Wyndham Hotel Group and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Sr. Director, Contracts Compliance from October 2012 until February 2021.

Vice President – Hotel Integration: Melissa Butler

Ms. Butler has served as Vice President, Hotel Integration of Wyndham Hotel Group since August 2018. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Butler served as Senior Director, Hotel Integration from October 2012 until August 2018.

Vice President – Training and Development: Melissa DiBlasio

Ms. DiBlasio has served as Vice President, Training and Development of Wyndham Hotel Group since December 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Senior Director, Learning and Development from July 2018 until December 2018, and Director, Learning and Development from September 2014 through July 2018.

Executive Vice President and Chief Development Officer: Carl (Chip) Ohlsson

Mr. Ohlsson has served as Executive Vice President, Chief Development Officer of Wyndham Hotel Group since October 2015. He holds similar positions with us and the Lodging Affiliates. Before then, he served as Vice President, North America of Stamford, CT-based Starwood Hotels and Resorts from February 2006 until October 2015.

Senior Vice President – Franchise Sales and Development: Kevin Brickner

Mr. Brickner has served as Senior Vice President, Franchise Sales and Development of Wyndham Hotel Group since April 2015. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Brickner served as Regional Vice President, Franchise Sales and Development from March 2008 until April 2015.

Senior Vice President – Franchise Sales and Development: David Wilner

Mr. Wilner has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2018. He holds similar positions with us and the Lodging Affiliates. Before then, he served as Senior Vice President of Development of LQ Management from July 2011 through May 2018.

Senior Vice President – Franchise Sales and Development: Michael Woodward

Mr. Woodward has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since July 2019. He holds similar positions with us and the Lodging Affiliates. Before then, Mr. Woodward served as Regional Vice President, Franchise Development from September 2014 until July 2019 and Director, Franchise Development from January 2007 until September 2014.

Senior Vice President – Franchise Sales and Development: Jared Meabon

Mr. Meabon has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2019. He holds similar positions with us and the Lodging Affiliates. Prior to that, Mr. Meabon served as Vice President, Development for Choice Hotels International from January 2015 until May 2019.

Senior Vice President, Franchise Services: Shilpan Patel

Mr. Patel has served as Senior Vice President, Franchise Services of Wyndham Hotel Group since May 2020. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates Mr. Patel served as Vice President, Retention and Relicensing from January 2016 until May 2020, Director, Retention and Relicensing from October 2014 through December 2015, and Director, International Finance from December 2010 until October 2014.

Except as otherwise indicated in this Item, each of the above persons is based in our Parsippany, NJ offices while employed by us, the Lodging Affiliates, WHR, or Wyndham Hotel Group.

ITEM 3. LITIGATION[2]

Pending Litigation Against the Franchisor

None.

[2] References to Wyndham Hotels and Resorts, LLC in this Item 3 mean the predecessor franchisor to the Wyndham Franchisor, LLC Lodging Affiliate and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

Pending Litigation Against the Lodging Affiliates

Norma Knuth v. Wyndham Worldwide Corporation, et al. (Court of Queen's Bench for Saskatchewan, Judicial Centre of Regina, QBG-2650/2014). On December 5, 2014, Plaintiff Norma Knuth filed a class action suit as a representative of all "persons, corporations, and entities, resident or situated in Canada . . . that paid a "Destination Marketing Fee" to a hotel in Canada owned, operated, or managed by one of the Defendants." Plaintiff named Wyndham Worldwide, Wyndham Hotel Group, Days Inns Worldwide, Inc., Ramada Worldwide Inc., Super 8 Worldwide, Inc., Travelodge Hotels, Inc., and Wingate Inns International, Inc. (the "Wyndham Entities"), as well as several other hotel companies. Plaintiff claims that hotels in Saskatchewan and elsewhere in Canada have been charging a Destination Marketing Fee of 3% or 4% for various marketing fees that they should not be passing along to consumers. Plaintiff further alleges that hotel guests are not aware of the charge and are under no obligation to pay it, and that the name Destination Marketing Fee was intended to make guests believe it is a special government tax or fee. Plaintiff alleges each of the defendants owns, operates or manages the hotel which collects the fee. The causes of action are (i) violation of the Consumer Protection Act, (ii) negligence, (iii) unjust enrichment, and (iv) waiver of tort. Plaintiff seeks restitution in the amount of $403 million, general damages, punitive damages and interest. Plaintiff filed an Amended Statement of Claim on May 29, 2015, and a Second Amended Statement of Claim on December 14, 2015.

Lancs Hospitality LLC, et al. v. Days Inns Worldwide, Inc., et al., Superior Court of New Jersey, Law Division, Morris County (Docket No. MRS-L-001730-19). On August 13, 2019, former franchisee entities Lancs Hospitality LLC, S Boston Hospitality, LLC, HR Penn, LLC, and RHR Wildwood 423, LLC, along with their corresponding guarantors, Urjita P. Bhoola, Hemlata R. Jariwala, Rajendra Jariwala, Guarang Jariwala, and Abhishek Jariwala, (collectively, the "Plaintiffs") jointly filed a complaint against Days Inns Worldwide, Inc., Ramada Worldwide Inc., and Howard Johnson International, Inc. (collectively, the "Wyndham Entities") in the Superior Court of New Jersey, Morris County, relating to four franchise agreements with the Wyndham Entities for the operation of four franchised guest lodging facilities. The suit asserts various allegations, including: (i) violation of the NJ Franchise Practices Act for constructive termination without good cause and imposing unreasonable standards of performance (as to Howard Johnson International, Inc., only); (2) breach of contract/breach of the implied covenant of good faith and fair dealing; (3) violation of the Virginia Retail Franchising Act for constructive termination without reasonable cause and using undue influence to induce plaintiff S Boston Hospitality, LLC to terminate its franchise agreement (as to Days Inns Worldwide, Inc., only). Plaintiffs seek compensatory, consequential, and punitive damages, interest, attorneys' fees, and costs. Plaintiffs also seek a declaratory judgment against the Wyndham Entities stating that due to the breach of contracts, the subject guaranties should be rescinded and Plaintiffs should have no liability under the subject franchise agreements. The Wyndham Entities filed counterclaims under the four franchise agreements for breach of contract, seeking liquidated damages, or in the alternative, actual damages, recurring fees, interest, attorneys' fees, and costs. This litigation was then consolidated with four cases previously filed by Days Inns Worldwide, Inc. and Travelodge Hotels, Inc. against franchisee Midlang Hospitality LLC, C.Z. Gabheraj, LLC, Hurp WL, LLC, and C. Gabheraj Hospitality, LLC, along with their corresponding guarantors, Urjita P. Bhoola, Prakash Bhoola, Hemlata R. Jariwala, Rajendra Jariwala, Guarang Jariwala, and Abhishek Jariwala, in the Superior Court of New Jersey, Morris County. The parties in the consolidated matter are currently engaged in discovery.

Resolved Litigation Against the Franchisor

Presidential Hospitality, LLC, Ace Development, Inc. and Sam Blue v. Wyndham Hotel Group, LLC, Baymont Inn & Suites Franchise Systems, Inc. and Microtel Inn and Suites Franchising, Inc., (State of New Mexico, County of San Juan, Eleventh Judicial District Court, Case D-1116-CV-2017-01329). Plaintiffs

were parties to a license agreement and guaranty with Microtel Inn and Suites Franchising, Inc. ("MISF") for the operation of a Microtel guest lodging facility. On August 1, 2017, MISF filed a complaint in the United States District Court for the District of New Jersey against the plaintiffs for breach of contract seeking damages for outstanding recurring fees (the "NJ Action"). On September 12, 2017, the plaintiffs filed a complaint against Wyndham Hotel Group, LLC, Baymont Inn & Suites Franchise Systems, Inc. and MISF (the "Wyndham Entities") alleging claims for violation of the New Mexico Unfair Practices Act, fraudulent inducement and negligent misrepresentation, and seeking rescission of the license agreement (the "New Mexico Action"). On September 25, 2017, the plaintiffs filed a First Amended Complaint against the Wyndham Entities alleging claims for violation of the New Mexico Unfair Practices Act, fraudulent inducement and negligent misrepresentation, and seeking injunctive relief and damages. On September 27, 2017, MISF filed an Amended Complaint in the New Jersey action, asserting claims arising from the termination of the license agreement. The Wyndham Entities filed a motion to transfer venue of the New Mexico Action to New Jersey and consolidate it with the NJ Action, which the Court ultimately granted. Plaintiffs filed a motion to stay the New Jersey Action or, in the alternative, to dismiss for lack of personal jurisdiction, or to transfer it to New Mexico, which we opposed. The Court denied the plaintiffs' motion to stay or transfer the New Jersey Action, and held their motion to dismiss in abeyance. In September 2018, the plaintiffs agreed to settle both the New Jersey Action and the New Mexico Action, with payment to the Wyndham Entities, and both actions were dismissed with prejudice.

Amar Shakti Enterprises, LLC et al. v. Wyndham Worldwide, Inc. et al. (United States District Court for the Middle District of Florida (Orlando), Civ. 6:10-CV-1857-ORL-19-KRS). On December 10, 2010, a purported class action lawsuit was filed against Ramada Worldwide Inc., Baymont Franchise Systems, Inc., Days Inns Worldwide, Inc., and Super 8 Worldwide, Inc. (the "Wyndham Entities") alleging claims involving the proactive matching feature and associated 5% fee under the Wyndham Rewards guest loyalty program. The proposed class included all franchisees that are or were parties to a franchise agreement with Wyndham Hotel Group's hotel franchisors offered from November 30, 1994 to December 10, 2010. There were also four proposed subclasses based upon different language in the various franchise agreements from 1994 to December 10, 2010. Specific counts in the Second Amended Complaint included (i) two breach of contract counts; (ii) allegations of unfair and deceptive trade practices under Florida law; and (iii) violation of New Jersey's Consumer Fraud Act. Plaintiffs alleged that the Wyndham Entities breached their contracts with plaintiffs by imposing extra-contractual fees upon franchisees by virtue of their forced participation in the Wyndham Entities' proactive matching program. Plaintiffs alleged that defendants violated Florida's Deceptive and Unfair Trade Practices Act and New Jersey's Consumer Fraud Act by making misrepresentations as to the charges franchisees would be expected to pay and subsequently charging additional arbitrary fees to the franchisees and by making misrepresentations as to how the loyalty program worked. The franchisees sought damages in excess of $260,000,000 and recovery of attorneys' fees. On April 4, 2012, the parties settled the case. The Wyndham Entities reimbursed franchisee's counsel $125,000 to defray certain of their out-of-pocket costs but no other damages or attorneys' fees were paid. Under the settlement, the Wyndham Entities retained the right to pursue separate legal actions in New Jersey for their Counterclaims. On May 23, 2012, the Court entered an Order of Dismissal with Prejudice.

Resolved Litigation Against the Lodging Affiliates

Thomas Luca, Jr. v. Wyndham Worldwide Corporation, et al. (United States District Court for the Western District of Pennsylvania, Case 2:16-cv-00746-MRH). On June 6, 2016, Plaintiff Thomas Luca, Jr. filed a class action lawsuit against defendants Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"). Plaintiff purports to bring the complaint on behalf of himself and: (i) as to resort fees, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations and were charged one or more resort fees; and (ii) as to the Terms of Use provision, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of

limitations. Plaintiff alleges violations of the New Jersey Consumer Fraud Act, through alleged misleading charging of resort fees, and violations of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA"), through an allegedly unlawful Terms of Use provision on the Wyndham Entities' websites. On August 15, 2016, the Wyndham Entities filed motions to dismiss, and on February 15, 2017, the Court granted the motions to dismiss of Wyndham Worldwide and Wyndham Hotel Management, Inc., leaving Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC as parties. Plaintiff filed a motion for class certification on October 15, 2018, which the remaining Wyndham Entities opposed on December 14, 2018, and is currently pending. On January 16, 2019, the Court dismissed the TCCWNA claim from the case. Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC entered into a settlement agreement with Plaintiff whereby a class was certified for settlement purposes and eligible class members will receive either $22 or 2,200 Wyndham Rewards points, and Wyndham will make certain display changes. The Court granted preliminary approval on October 18, 2019 and granted final approval on February 24, 2020.

Jay Brodsky v. Hilton Worldwide Inc., et al. (United States District Court for the District of New Jersey (Case 2:18-cv-13045-KM-JBC). On August 20, 2018, plaintiff Jay Brodsky filed an individual lawsuit against numerous hotel industry companies, including "Wyndham Hotels". Plaintiff alleged a per se violation of the Sherman Antitrust Act (in the form of bid rigging and a group boycott), and in the alternative, a violation of the Sherman Act by unreasonably restraining trade among 60% of the market for the online sale of hotel rooms in connection with alleged arrangements between defendants, and between defendants and certain OTAs, to eliminate competitive bidding for branded keywords in connection with advertising. Specifically, plaintiff has alleged that each of the defendants agreed to refrain from using online advertising methods to compete for consumers, by preventing competitors from bidding for online advertising that uses competitors' brand names. Defendants jointly settled for $7,000 payment ($1,400 as to Wyndham Hotels) to Mr. Brodsky on February 22, 2019, resulting in a dismissal of the action.

Percy Pooniwala and Dinaz Pooniwala v. Wyndham Worldwide, Inc., et al., (United States District Court for the District of Minnesota, Case No. No. 0:14-cv-00778). On February 28, 2014, plaintiffs served a complaint upon Super 8 Worldwide, Inc., Travelodge Hotels, Inc., Days Inns Worldwide, Inc., and Wyndham Worldwide Operations, Inc. (the "Wyndham Entities") in the Fourth Judicial District, County of Hennepin, State of Minnesota, asserting allegations including (i) violation of the Minnesota Franchise Act; (ii) breach of contract; (iii) breach of the implied covenant of good faith and fair dealing; and (iv) retaliation. Plaintiffs' claims related to four franchise agreements with the Wyndham Entities for the operation of Super 8, Travelodge and Days Inn franchised guest lodging facilities in Minnesota, and one proposed location that did not result in an executed franchise agreement. Plaintiffs allege that the Wyndham Entities wrongfully terminated, or were in the process of terminating, several of plaintiffs' franchised sites because plaintiffs did not agree to settle a separate lawsuit pending in New Jersey. Plaintiffs sought damages in excess of $150,000.00, as well as the recovery of attorneys' fees. The Wyndham Entities filed counterclaims under the four franchise agreements and the location that did not result in an executed franchise agreement, including breach of contract and violations of the Lanham Act, seeking actual damages, liquidated damages, recurring fees and attorneys' fees and costs. The parties reached a settlement in August 2015 as part of which plaintiffs made payments to the Wyndham Entities in the amount of $220,000 made in monthly payments from November 2015 until April 2017 and the case was dismissed on September 25, 2015.

Loren Stone v. Howard Johnson International, Inc. & Does 1-10 (United States District Court for the Central District of California (Los Angeles) (CV. 12 1684). On February 28, 2012, a purported class action complaint was filed against Howard Johnson International, Inc. and several fictitious defendants, alleging that defendants surreptitiously recorded telephone conversations with consumers. Specifically, plaintiff asserted three causes of action, alleging defendants (i) violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.); (ii) violated the common law right to privacy; and (iii) acted

negligently. Plaintiff purported to bring the complaint on behalf of himself and "all other California residents whose telephone conversations were surreptitiously recorded by defendants between July 13, 2006 and the present." Plaintiff amended his complaint to add Wyndham Hotel Group on May 10, 2013. The parties reached a settlement and executed a written settlement agreement with Wyndham Hotel Group, LLC denying any allegations of liability or wrongdoing and paying $1,500,000.00 into an account administered by the Claims Administrator. The court approved the settlement and the case was dismissed on November 30, 2015.

FTC v. Wyndham Worldwide Corporation, et al. (United States District Court for the District of New Jersey, Case No. 13-cv-1887 (ES)(JAD)). On June 26, 2012 the U.S. Federal Trade Commission ("FTC") filed a lawsuit in Federal District Court for the District of Arizona against Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"), alleging unfairness and deception-based violations of Section 5 of the FTC Act in connection with three prior cyberattacks involving a group of hotels operating under the Wyndham trade name. The parties settled the case by executing a Stipulated Order for Injunction, which does not hold the Wyndham Entities liable for any violations, nor require it to pay any monetary relief. The Court entered the Order and dismissed the case with prejudice on December 11, 2015.

FFC Capital Corporation v. Wyndham Hotel Group, LLC (Court of Common Pleas of Allegheny County, Pennsylvania) (G.D. No. 14-003150). This lawsuit was filed on February 28, 2014 in Pennsylvania State Court, Allegheny County. FFC Capital Corporation ("FFC") and Wyndham Hotel Group entered into a letter agreement on February 8, 2008 (the "Letter Agreement") as to proposed acquisitions by affiliates of FFC of twenty-two Wyndham Hotel Group-branded hotels. The twenty-two hotels filed for voluntary bankruptcy in 2010. FFC sued for breach of contract under the Letter Agreement, arguing that Wyndham Hotel Group failed to pay service fees allegedly owed as to transfers of twenty-one of the twenty-two hotels. The parties entered into a settlement agreement on January 22, 2015 as part of which Wyndham Hotel Group made no admission of liability and paid FFC $260,000 and the case was dismissed.

Litigation Against Franchisees Commenced in the Past Fiscal Year

Case Name	Date Complaint Filed	Court	Docket Number
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. LIGHTS OUT DEVELOPMENTS, LLC, an Indiana Limited Liability Company; DEVEN PATEL, an individual; DHIREN PATEL, an individual; AKSHAY PATEL, an individual; MANISHKUMAR PATEL, an individual; and RINA PATEL, an individual	01/25/2021	United States District Court for the District of New Jersey	2:21-cv-01139
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. BABA DEEP SINGH HOSPITALITY LLC, a Utah Limited Liability Company; JASMINE KAUR, an individual; BONEET KAUR, an individual; LAKHWINDER SINGH, an individual; and GURDEEP SINGH, an individual	04/26/2021	United States District Court for the District of New Jersey	2:21-cv-10184

BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. SHRADDHA, LLC, a Louisiana Limited Liability Company; AMRATBHAI PATEL, an individual; and NIMESH PATEL, an individual	05/03/2021	Superior Court of New Jersey, Law Division, Morris County	MRS-L-958-21
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. AMBA SAI SHAKTI, LLC, a Florida Limited Liability Company; CHAMPAKLAL M. PATEL, an individual; MUKESH PATEL, an individual; and KISHOR PATEL, an individual	05/27/2021	United States District Court for the District of New Jersey	2:21-cv-11861
BAYMONT FRANCHISE SYSTEMS, INC., successor in interest to AMERIHOST FRANCHISE SYSTEMS, INC., a Delaware Corporation v. KUMAR HOTELS, INC., a California Corporation; PAWAN KUMAR, an individual; and PRITI KUMAR, an individual	07/20/2021	Superior Court of New Jersey, Law Division, Morris County	MRS-L-1585-21
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. 7601 CEDAR CREEK HOTELS, LLC, a Delaware Limited Liability Company; and RUCHIRKUMAR PATEL, an individual	07/29/2021	Superior Court of New Jersey, Law Division, Morris County	MRS-L-1651-21
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. 7601 BLACK LAKE RD., LLC, a Florida Limited Liability Company; ROBERT JARVIS, an individual	10/04/2021	United States District Court for the District of New Jersey	2:21-cv-18049
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. 7601 LUXCOM HOTELS, LLC, a Wisconsin Limited Liability Company; MADINA KURT, an individual; and FAYAZ SULEMAN, an individual	11/08/2021	Superior Court of New Jersey, Law Division, Morris County	MRS-L-2327-21
BAYMONT FRANCHISE SYSTEMS, INC., a Delaware Corporation v. BHUPINDER SINGH, an individual; and HARPREET KAUR, an individual	11/09/2021	Superior Court of New Jersey, Law Division, Morris County	MRS-L-2351-21

Other than the above actions, no litigation needs to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Application and Initial Fees

All prospective franchisees must complete an application for a Baymont® franchise (a "Franchise Application") and forward it to us for our review. A copy of the Franchise Application appears at the end of Exhibit C-1. You must pay us a $2,500 "Application Fee" when you submit your Franchise Application. It is not refundable unless your application is not accepted due to proximity of the proposed site to another Chain Facility. You must pay an "Initial Fee" to us when you sign the Franchise Agreement. The Initial Fee for a new construction or conversion Chain Facility is equal to the greater of $26,000 or $260 per guest room. If we approve your Franchise Application, we will credit the Application Fee towards your Initial Fee. We do not intend to refund any Initial Fee. If we defer payment of all or a portion of the Initial Fee, you will sign the "Initial Fee Note" found in Exhibit C-1. In 2021, Initial Fees ranged from $10,000to $27,500.

The Initial Fee paid by franchisees of new construction and conversion facilities covers, in part:

> Integration Services – Our quality team will perform an initial inspection of your property and integration visit and our field team will provide initial training on and assistance with facility operations topics including Systems Standards and using the Chain's intranet site. We will also provide training through various online courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service and the RFP process. The value of these Integration Services is $5,000.

Transferees of existing Chain Facilities and franchisees renewing their franchises must pay an Application Fee, as well as a "Relicense Fee" (instead of an Initial Fee), which is equal to the greater of $26,000 or $260 per guest room. We may negotiate a lower Relicense Fee with you for a subsequent transfer or renewal at the time the parties sign the original, transfer or renewal Franchise Agreement, when business circumstances warrant. Relicense Fees are not refundable.

In 2021, the Relicense Fee for transfer franchises ranged from $25,000 to $26,000. Excluded from this range were any Administrative Assignments and any transfer franchises for which the transferor had previously negotiated a reduced Relicense Fee in their original Franchise Agreement with us. Also excluded were temporary operating agreements entered into with financial institutions and agreements entered into with receivers. There were no franchise renewals in 2021.

If you assign the Franchise Agreement, with our consent, to an entity affiliated with the initial franchisee using the Assignment and Assumption Agreement included in Exhibit C-1 (an "Administrative Assignment"), we will charge you a flat non-refundable administrative Relicense Fee of $5,000, which includes your Application Fee. If the Franchise Agreement is being assigned to a financial institution or a court-appointed receiver, with our consent, the non-refundable administrative Relicense Fee is $7,500, and includes the Application Fee.

We may negotiate the amount, payment terms and payment of any of the above fees when business circumstances warrant.

Mandatory Support Services and Fees

Franchisees purchasing new construction or conversion facilities must participate in the following required programs:

General Manager Training – We will provide training for your general manager in our Hospitality Management Program. The fee for this mandatory training program is $2,250, which you will be billed within 90 days following the Opening Date of the facility. Your general manager must attend and successfully complete this mandatory training program before you open a new construction facility or, for a conversion facility, within 90 days after the Opening Date. If your initial general manager does not attend the Hospitality Management Program within the required time period, you must also pay the tuition then in effect at the time of your general manager's attendance. In the event we are unable to provide in-person training due to federal, state, or local restrictions, we may, at our option, offer this training in a virtual format, for a reduced fee.

Continuing Education – We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $1,200 per year. This fee includes (i) the tuition for two regional workshops, (ii) access to Wyndham University, WHR's learning management system, for your entire hotel team and (iii) service culture support and training materials.

Digital Photographs – We will arrange for digital photographs to be taken of the Facility by our preferred professional photography company for use on our consumer website, third party travel websites, and various marketing media. The fee for the standard photo package is $2,750.

In addition to the above, franchisees of conversion facilities must also purchase the items below from us or our affiliate:

Initial Property Supplies – We will arrange for delivery of an initial supply of key property supplies that assist the Facility with meeting System Standards and/or participating in key marketing initiatives as reasonably determined by us. The fee for your initial supplies is $500.

Temporary Signage – If we allow you to open the Facility before installing permanent signage, we will arrange for one of our approved suppliers to provide temporary signage for the Facility in the form of a Mark-bearing bag to cover your primary free-standing exterior sign. The fee for temporary signage is $1,000. However, if you install permanent signage from an Approved Supplier on or before the Opening Date, or if within 30 days of executing your Franchise Agreement, you sign a quote for and pay the required deposit for permanent signage from the vendor assigned to provide temporary signage for the Facility, you will not be charged this fee.

In addition to the above, franchisees of new construction facilities must also participate in the following required program:

Opening Training – We will provide opening training for your staff. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. The duration and fee for this training is dependent on the size of your Facility as follows: $750 for 0-50 rooms (1 day), $2,250 for 51-200 rooms (up to 3 days) and $3,750 for 200+ rooms (up to 5 days), plus travel, lodging and meal expenses of the facilitator.

All franchisees, including those of transfer facilities and those renewing their franchises, are required to participate in Continuing Education, to send their initial general manger to our Hospitality Management Program, and to pay the fee for such programs, as described above. However, renewal franchisees may be exempt from our Hospitality Management Program, provided their general manager has completed the training within the last eight years.

Property Management Systems

You must procure computer hardware and a software license so that the Facility can communicate with the Central Reservation System. We have approved two property management systems ("PMS") under our technology standard, which are provided by third parties through contracts with us: Sabre Hospitality's SynXis® system and the OPERA® system from Oracle Hospitality ("Oracle"). When choosing your PMS, you must sign the Master Information Technology Agreement ("MITA") with us along with the applicable PMS Schedule. The PMS Schedule will include any required or optional services and fees, including monthly support, services and interface fees paid after opening. See Exhibit C-2. The hardware for the PMS may be purchased from any source so long as it meets our technology standards and minimum technical requirements. See Item 11 for a description of the two approved PMS and their differences.

If you choose the SynXis PMS, you must pay a one-time $3,400 non-refundable Set-Up and Implementation Fee which includes remote deployment, installation, and training, at least 30 days before the Opening Date of the Facility. You will be required to subscribe to any future SynXis upgrade when it becomes available, which may include additional or different services and fees, and you may be required to execute a new SynXis Schedule to the MITA or amend your current SynXis Schedule.

If you choose the OPERA PMS, you must pay a one-time non-refundable Set-Up and Implementation Fee ranging from $9,475 to $19,425 plus additional amounts for interfaces that may be required, depending on which level of OPERA system you select. This fee includes remote deployment, installation, and training and must be paid at least 30 days before the Opening Date of the Facility. You will be required to subscribe to any future OPERA upgrade when it becomes available, which may include additional or different services and fees, and you may be required to execute a new OPERA Schedule to the MITA, or amend your current OPERA Schedule. (Exhibit C-2)

If you purchase an existing Chain Facility with a PMS, we may require you to upgrade it or purchase a new PMS to meet our current configuration requirements, at your cost. If no upgrade is needed, and you purchase an existing Chain Facility with a PMS, you must pay a $500 transfer fee for the SynXis PMS, or a $3,900 transfer fee for the OPERA PMS, plus possible additional

fees for changes in the number of guest rooms in the Facility and/or changes to the number of interfaces the OPERA PMS uses.

If you are a transferee of a Chain Facility with a current PMS that meets our technology standards, we offer optional PMS recertification training for your Facility remotely at a fixed cost of $500. You may also request additional training for the SynXis PMS for a fee of up to $5,000, and up to $10,000 for an OPERA PMS, for up to seven trainer days depending upon the number of staff that need to be trained and whether the training is conducted onsite or remotely. You are responsible for travel and lodging expenses for our trainer(s) if the training is provided at the Facility.

Set up of PMS systems and their associated ongoing fees are non-refundable.

Design and Project Review Services

We will provide you with an interior design prototype for the construction, renovation or furnishing of the Facility.

Franchisees of conversion and new construction facilities must complete pre-opening improvements or construction of the Facility by the date specified in the Franchise Agreement. If we choose to grant an extension of any deadline, including the Facility's Opening Date, you must pay us a non-refundable extension fee of $10,000. The extension fee is due within 10 days of the Facility's Opening Date. We may negotiate the amount, payment terms or charging of this fee with you when business circumstances warrant.

You can purchase furniture, fixtures, equipment and other supplies which you may need before opening the Facility through WSSI's "Approved Supplier" programs. However, if you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a non-refundable Custom Interior Design Review Fee, for our review of custom interior design drawings or of a model room and one site visit. You must submit to us your design drawings to ensure compliance with our interior design standards. The Custom Interior Design Review Fee is currently $6,000, but is subject to increase in the future.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks [1]
General Fees			
Royalty	5% of Gross Room Revenues ("GRR").[2]	Monthly by the 3rd day of the month after GRR accrue.	Payable from Opening Date until the expiration or sooner termination of your Franchise Agreement.
System Assessment Fee	3.5% of GRR.	Same as Royalty.	Subject to change to cover costs of providing marketing, national advertising, training, reservation and other services, and upon 30 days' notice to you; may not exceed 6% of GRR.

Type of Fee	Amount	Due Date	Remarks [1]
Taxes	Amount assessed by federal, state and local tax authorities.	When we invoice you.	Taxes based on Recurring Fees and basic charges, including sales, gross receipt, value added, use or similar taxes, but not on income tax (or any optional alternative to income tax) assessed against us.
Design and Renovation Service Fees			
Rooms Addition Fee	Currently, $260 for each guest room added to the Facility.	When we approve the addition.	Fee will be the same as the then current Initial Fee per room when you request our approval to increase the number of guest rooms in the Facility.
Custom Interior Design Review Fee	Currently, $6,000.	When we invoice you.	If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may assess a Custom Interior Design Review Fee for our review of custom interior design drawings and one site visit. You must submit to us design drawings to ensure compliance with our interior design standards.
Property Improvement Plan Preparation Fee	Currently, $1,500 per request.	When we invoice you.	This fee is charged if we have to prepare any Property Improvement Plan ("PIP") for the Facility, post opening.
Training and Conferences			
General Manager Certification	Currently, $2,250.	When we invoice you before training.	Your initial general manager must attend our Hospitality Management Program within 90 days of your Opening Date.[3] (See Item 11)
General Manager Certification Additional Attendee Fee	Currently, $1,400.	When we invoice you before training.	Additional employees of the hotel may accompany the general manager to the Hospitality Management Program, for an additional charge. (See Item 11)
On-Site Opening Training	0–50 rooms / 1 day training / $750 51–200 rooms / Up	When we invoice you.	This training is mandatory for new construction facilities and may be required for certain

Type of Fee	Amount	Due Date	Remarks [1]
	to 3 days training / $2,250 200+ rooms / Up to 5 days training / $3,750		conversion facilities. You are responsible for cost of travel and lodging for facilitators. (See Item 11)
Wyndham Connections Training	Currently, no fee for first attendee and $1,000 for each additional attendee.	When we invoice you.	This training is mandatory for new construction facilities and may be required for certain conversion facilities. It is geared towards owners who have not previously owned a Chain Facility or a Lodging Affiliate Chain Facility.[3] (See Item 11)
Remedial Training	Online: up to $250. Onsite: $750 to $1,250.	When we invoice you.	We may require you, the general manager and/or a staff member to participate in a remedial customer experience assessment or training. (See Item 11)
Product Quality Training	Onsite: $1,500 for 1 day; up to $3,000 for 2 to 5 days; and up to $5,000 for 6 to 10 days.	When we invoice you.	For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional training. You are responsible for cost of travel and lodging for facilitators. (See Item 11)
Continuing Education	Currently, $1,200 per year.	When we invoice you.	You must pay for access to our Continuing Education training material. It includes training support and materials provided to all Facility team members. It includes regional workshops, service culture support materials and access to Wyndham University. This training is mandatory. This fee is subject to increase in the future. (See Item 11)
Chain Conference Fee	Currently $1,250 – $1,500.	Before conference, beginning with first conference after you sign the Franchise	The Chain Conference Fee is currently $1,500 or the first attendee and $1,250 for each additional attendee. We will automatically bill and charge you the Chain Conference Fee

Type of Fee	Amount	Due Date	Remarks [1]
		Agreement.	even if you do not attend. The Conference may be held as part of a multi-brand Conference with other Lodging Affiliates. (See Item 11)
Sales, Marketing and Distribution Programs			
GDS Fees	$2.00 per reservation.	When we invoice you.	GDS Fees are based on reservations booked through the Global Distribution Systems ("GDS") administered by third-party vendors. Subject to modification to reflect changes in third party fees and our costs (including overhead) of providing the service and new service offerings.
Third Party Channel Fee	$2.00 per reservation.	When we invoice you.	Based on those reservations booked with our distribution partners and processed directly or indirectly through our distribution platform. Subject to modification as existing reservation channels are modified, partners are added to existing channels or new reservation channels are established.
Internet Booking Fees	$2.00 per reservation.	When we invoice you.	Internet Booking Fees are based on reservations booked through an alternate distribution system. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.

Type of Fee	Amount	Due Date	Remarks [1]
Agency Commissions	Up to 20% of GRR.	When we or an Agency invoice you.	Reimburses us for Agency Commissions we pay on your behalf plus related administrative costs. Includes commissions for travel agents, online travel and referral websites, travel consortia, travel management companies and global sales agents. 20% limit is generated on qualifying consumed reservations and subject to modification to reflect changes in the commissions we pay on your behalf.
Agency Commission Service Charge	1.5% of commissionable revenue.	When we or an Agency invoice you.	The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed by agencies. Subject to modification to reflect changes in our costs.
Member Benefits Commissions	Up to 10% of GRR.	When we invoice you.	Based on reservations booked and consumed through our Member Benefits Program.
Member Benefits Commission Service Charge	1.5% of commissionable revenue.	When we invoice you.	The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed through member benefits programs. Subject to modification to reflect changes in our costs.
Digital Pay-For-Performance ("PFP") Commission	Up to 10% of GRR.	When we invoice you.	The PFP commission is currently 7% but can be up to 10%. All Chain Facilities must participate in the self-funding PFP program, under which franchisees are charged a commission for consumed reservations booked via (i) links to the Chain website or (ii) unique call center numbers generated from search engines, local business review and social websites, other internet websites, mobile sites and applications. These commissions are used to

Type of Fee	Amount	Due Date	Remarks [1]
			purchase the key words, business listings and display ads that drive consumers to the Chain website and call center. The PFP commission is in addition to all other applicable fees associated with the reservation.
Everyone Sells Group Referrals Program	10% of commissionable revenue.	When we invoice you.	When the referring party is a Chain Facility or facility of an affiliate, 7% of the referral commission paid to the referring facility; when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Everyone Sells Group Referrals Program.
BAYMA Marketing & Sales Co-op Fee	Currently, $1.00 per room per month up to a maximum of $2,400 per year.	Annually in advance of the applicable year.	Participation in the Baymont Management Association ("BAYMA") is mandatory. We have the right to modify the program from time to time including the amount of the Fees.
Global Translation Fee	Currently, $200 per language.	When we invoice you.	Your property's website will be translated in both English and Spanish. If you wish to have another translation, you will pay a fee for each additional language.
Signature Reservation Service Fee	Currently, 3.5% of the amount of GRR booked with a maximum of $7.30 per booking	When we invoice you.	We offer a Digital Call Transfer (DCT) service, where our agents book reservations on behalf of your Facility. You must participate in the Signature Reservation Service ("SRS") program. (See Item 11)
Essential Revenue Management Services	Currently, 0.50% of GRR with a	As indicated on the invoice or, if	Essential Revenue Management is a monthly service. Your

Type of Fee	Amount	Due Date	Remarks [1]
	minimum of $345 and maximum of $595 per month.	not indicated, 15 days after receipt.	Facility will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Standard Revenue Management Services	Currently, 0.75% of GRR with a minimum of $495 and maximum of $1,095 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	Standard Revenue Management is a bi-weekly service. Your Facility will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Premium Revenue Management Services Fee	Currently, 1.00% of GRR with a minimum of $995 and maximum of $2,250 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	Premium Revenue Management is a weekly service. Your Facility will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Remote Sales Service	$1,400 per month.	When we invoice you.	We offer an optional service to provide remote sales services for your Facility. Under the service, a designated representative will respond to sales leads and solicit new business for your Facility. (See Item 11)
Guest Loyalty and Satisfaction Fee			
Loyalty Program Charge [4]	4.25% – 5.5% of all amounts on which members earn points or other program currency.	Payable after a member is awarded points at the Facility and upon receipt of our invoice.	The amount of your Loyalty Program Charge may vary within the stated range based on the number of Wyndham Rewards Valid Enrollments obtained by your Facility during a defined measurement period, as described in the Front Desk Guide. Loyalty Program Fees fund the costs associated with operation,

Type of Fee	Amount	Due Date	Remarks [1]
			customer support, technology and marketing of the Wyndham Rewards guest loyalty programs.
Loyalty Missed Valid Enrollment Fee	Up to $1,200 per calendar quarter (or $400 per month). Currently, $750 per calendar quarter (or $250 per month).	Payable upon receipt of our invoice	If your Facility repeatedly fails to achieve a required number of Wyndham Rewards Valid Enrollments during a defined measurement period, as described in the Front Desk Guide, you must pay us a Missed Valid Enrollment Fee.
Loyalty Member Services Administration Fee	Currently, $50 per complaint.	Payable upon receipt of our invoice.	You must pay this fee if you do not process a member's points in a timely manner and we resolve the issue with the member.
Customer Care Fee	$195 plus resolution costs.	When we invoice you.	The Customer Care Fee is currently $195 plus resolution costs if you do not respond to a guest's complaint and resolve it within 3 business days after we notify you, and if we become aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums to which you do not respond. We can modify the Customer Care Program from time to time including its operation and fees.
Best Rate Guarantee Processing Fee	Currently $195 per transaction.	When we invoice you.	You must pay us the Best Rate Guarantee Processing Fee if we, or a guest, finds a lower publicly available rate on the Internet than you have provided to us, for the same date at your Facility. We reserve the right to monitor your rates, and continued non-compliance may also result in suspension from certain Marketing programs.
Property Management and Technology			
SynXis PMS Set-Up	Currently, $3,400.	Due at least 30	This fee is for facilities using

Type of Fee	Amount	Due Date	Remarks [1]
and Implementation Fee		days before the Opening Date.	the SynXis PMS and includes remote deployment, installation and training. (See Item 11)
SynXis PMS Monthly Support and Service Fee	Currently, $621 per month.	Monthly when we invoice you.	This fee is for facilities using the SynXis PMS. It includes monthly support, HTCS and CRISP services, and certain interfaces. (See Item 11)
Mobile Operations Program ("MOP")	Currently, $0.60 per guestroom per month.	Monthly when we invoice you.	MOP is a mobile device-based system for managing housekeeping and maintenance functions at your Facility. This program is currently optional but we may mandate in the future. The setup fee is included in the SynXis and OPERA PMS Setup Fees. (See Item 11)
Emergency Safety Device ("ESD")	Currently, $35 per month	Monthly when we invoice you.	This fee is for MOP users only. This optional feature of the MOP system provides panic button functionality for your hotel staff on MOP-enabled mobile devices.
Guest Interaction Texting System	Currently, $0.85 per guestroom per month.	Monthly when we invoice you.	This fee is for MOP users only. This optional feature of the MOP system enables your Facility to connect with guests via texts to their mobile devices.
OPERA PMS Set-Up and Implementation Fee	Currently, $9,475 – $19,425 depending on which level of OPERA system you choose.	Due at least 30 days before the Opening Date.	This fee is for facilities using an OPERA Cloud-based Model PMS and includes remote deployment, installation, and training and certain interfaces. (See Item 11)
OPERA PMS Monthly Support and Service Fee	$8.50 - $11.25 per room/per month.	Monthly when we invoice you.	This fee is for facilities using an OPERA Cloud-based Model PMS and includes monthly support, HTCS and CRISP services, database backup and hosting fees and certain interfaces. (See Item 11)
Preventative Maintenance Software	Currently, up to $1,500 per year.	When we invoice you.	If you require assistance tracking your preventative maintenance needs, as measured by your Facility (i) scoring 80%

Type of Fee	Amount	Due Date	Remarks [1]
			or lower (or its then equivalent) on a quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than 6.0 (or its then equivalent score), we will require you to subscribe to a preventative maintenance software service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. We may offer as an option or, in the future, mandate a software service program and provider. (See Item 11)
Wyndham WIFI® Hotel Connectivity Solutions® Support (HCS)Fee	Currently, $0.85 per room per month.	Monthly, when we invoice you.	If you choose to utilize Wyndham WIFI, you will pay the HCS Support fee to us. Equipment and installation of the WIFI solution is contracted and paid to a designated third-party vendor. (See Item 11)
Remedies, Non-Compliance and Other			
Extension Fee	$10,000.	Within 10 days of the Opening Date.	Payable any time we agree to extend your opening deadlines beyond those dates established in Schedule D of the Franchise Agreement.
Interest	Lesser of 1.5% per month or the maximum rate permitted by law.	When we invoice you.	Payable on any amount of Recurring Fees not paid by due date.
Returned Check Fee	Currently, $100 for each occurrence.	When we incur or demand costs.	Includes checks you submit to us that are dishonored by your bank or other financial institution.
Paper Check Fee	$160 processing fee per each occurrence.	When we invoice you.	See footnote 1 below.
Reconnection Fee	Currently, $4,000.	When we invoice you.	You must pay this fee to re-establish Central Reservation

Type of Fee	Amount	Due Date	Remarks [1]
			System service if we suspend the service because of your default under your Franchise Agreement or for any reason.
Audit Fee	Costs and expenses of audit.	When we invoice you.	You will pay this fee if the understated amount is three percent (3%) or more of the total amount owed during a six-month period.
Reinspection Fee and Costs	Currently, $2,100.	When we invoice you.	Pays for reinspection if (i) you do not complete all required improvements for the Facility by the deadlines established in the PIP included in your Agreement, (ii) the Facility fails a quality assurance inspection, or (iii) you do not cooperate with the inspection. We may increase the Reinspection Fee in the future. We may also charge you for the travel, lodging and meal expenses of the quality assurance inspectors on reinspections.
Three Party Agreement / Comfort Letter Fee	Currently, $1,000 per request.	When we invoice you.	The Three-Party Agreement / Comfort Letter is a document issued by us in our sole discretion that grants your lender certain rights under the franchise agreement.
Indemnification Costs	Cost of defending and resolving indemnified claims.	When we incur or demand costs.	Franchise Agreement specifies when you indemnify us and our affiliates for "Losses and Expenses" incurred to defend third party claims and suits.
Dispute Resolution Costs	Costs, expenses, reasonable attorneys' fees.	When dispute resolution concludes.	Non-prevailing party reimburses prevailing party for litigation expenses to enforce the Franchise Agreement or collect amounts owed.
Condemnation Payments [5]	Recurring Fees for one year after notice of condemnation or to the date of	30 days after Facility condemnation is completed.	You must give one year's notice of termination for condemnation. Fee payments continue until the Facility is actually taken by public

Type of Fee	Amount	Due Date	Remarks [1]
	condemnation, whichever is longer.		authority.
Liquidated Damages [6]	Greater of $2,000 per guest room or the average monthly Royalties and System Assessment Fees for the 12 months before franchise termination, multiplied by 24.	Within10 days from date of termination.	Room count is based on rooms we authorize you to open, regardless of any room reductions. For pre-opening termination, reduced to one-half of formula amount. If the Facility has been open for fewer than 12 months, then the amount will be the average monthly Royalties and System Assessment Fees since the Opening Date multiplied by 24. Payable for termination under causes specified in the Franchise Agreement.
De-Identification Fee [7]	$2,000 per day.	Upon demand.	If, following termination of your franchise, you fail to comply with the de-identification obligations under your Franchise Agreement and our procedures.

[1] Unless otherwise indicated, all fees are (i) imposed and collected by us, (ii) payable to us, (iii) non-refundable, and (iv) uniformly imposed. We may reserve the right to increase, modify, or change certain fees in the future as provided for in the Franchise Agreement. We require you to pay all Recurring Fees and other fees and charges online via our self-service, electronic invoice presentment and payment tool, accessible through MyPortal, or through other technologies or other means as we may establish. In the online environment, payments can be made either by the electronic check payment channel or the credit card payment channel. We reserve the right to impose limits on the use of the credit card payment channel, and to charge additional processing fees for such use. If you submit payment for any fee using a paper check, you will incur a $160 processing fee per each occurrence. Standard Recurring Fees include the Royalty and System Assessment Fee. We may negotiate increases or decreases for a particular transaction at the time the Franchise Agreement is signed for any fee listed above when business circumstances warrant. You begin paying Recurring Fees when you open the Facility. If you purchase an existing Facility, you begin paying Recurring Fees when you acquire or take possession of the Facility, whichever comes first.

[2] "GRR" or "Gross Room Revenues" is defined as gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the

accounting treatment of these fees. Excluded from GRR are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.

[3] Depending on the circumstances, we may charge you a No-Show Fee of between 50% and 100% of the cost of the training that you or your personnel miss.

[4] We have the right to require all Chain Facilities to participate in the Wyndham Rewards® guest loyalty program which is operated by our affiliate Wyndham Rewards, Inc. Under the Wyndham Rewards program, members can earn Wyndham Rewards points or Travel Partner Currency based on amounts spent at participating Chain Facilities as well as at participating Lodging Affiliate hotels or select affiliated properties, through purchases from non-affiliated merchants and service providers, or by making purchases with a Wyndham Rewards co-branded credit card. Members can redeem their Wyndham Rewards points for free or discounted night stays at Chain Facilities and Lodging Affiliate hotels, or select affiliated properties, for airline tickets, shopping and dining gift cards, merchandise and other rewards. Membership in Wyndham Rewards is free. All callers whose calls are received by our toll-free reservation center and all visitors to our consumer website will be offered the option to join Wyndham Rewards. You must also offer to enroll guests at your front desk, and are subject to an enrollment quota which Wyndham Rewards, Inc. may change, from time to time, for Chain Facilities, as reflected in the Front Desk Guide. All franchisees will be assessed Loyalty Program Fees, as applicable, on Wyndham Rewards member stays at their Facility. Stays for which members earn Wyndham Rewards points are defined in the Front Desk Guide, as may be amended. Certain member stays may not qualify for Wyndham Rewards point earnings. We will proactively match and award points to members even if they fail to present their membership number before check-out. We will reimburse you for free night stays at your Facility under a formula which is listed in the Front Desk Guide, which may be amended. Wyndham Rewards, Inc. has reserved the right to modify, alter, delete or add new terms or conditions, procedures, point values, redemption levels or rewards for the Wyndham Rewards program upon thirty (30) days' notice. Wyndham Rewards, Inc. may terminate the program at any time upon six months' prior notice.

[5] If a condemnation taking occurs less than one year after notice to us, you pay the average daily Royalties and System Assessment Fees payable over the one-year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the notice period. We may reduce the required notice period when business circumstances warrant.

[6] We currently permit you to terminate your franchise without paying liquidated damages, if you give us at least 60 days and not more than 90 days' advance written notice and meet the following conditions: (a) The Facility has operated as a Chain Facility for at least two years and it achieved an occupancy rate that is (i) below 50% and (ii) at least 10 occupancy points below the reported Smith Travel Research scale tract occupancy rate for the 12 month period preceding your request; (b) For the two year period preceding a notice, the Facility has achieved (i) quality assurance scores that equal or exceed an 80% (letter grade B) rating (or its then equivalent) on all routine and post-default inspections and re-inspections; and (ii) an average guest survey Overall Satisfaction score, as measured by Medallia or any replacement service then in use, that equals or

exceeds an 8.0 (out of 10) rating for the two year time period. (c) You have (i) participated, including payment of all dues where applicable, in all mandatory national marketing programs and the brand's regional marketing association, cooperative or alliance, if any, during the two year period preceding the date notice of termination is given; (ii) fully participated in the Wyndham Rewards® program, including achieving enrollment goals or paying associated retraining fees from its inception or the opening date of the Facility, whichever is later, (iii) created and implemented a written local sales and marketing plan during the preceding two year period, a copy of which is provided with its notice, and (iv) caused the Facility's ownership and general manager to complete successfully all training courses as and when required by brand standards, including attendance at national and regional brand conferences where applicable. (d) You paid all fees and charges when due, and have not been the subject of any monetary default notice during the two year period preceding the date of notice of your termination that resulted in your Facility being suspended or restricted from the reservation system; and (e) You maintained its records on an approved property management system for the preceding 12 month period and (i) the Facility delivers its nightly audit report results daily for this 12 month period to the franchisor by means of participation in the automatic information upload to the Central Reservation System or (ii) an audit performed by the franchisor verifies the Facility's occupancy rate as under 50% for this 12 month period. We may perform an audit of your records if you exercise your option under this policy. Certain additional restrictions may apply. A full copy of the policy is available at your request.

[7] If you fail to comply with all of the de-identification obligations of your Franchise Agreement and our procedures, you agree to: (i) pay a de-identification fee of $2,000 per day until de-identification is completed to our satisfaction; and (ii) permit our representative to enter the Facility to complete the de-identification process at your expense.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A 74 ROOM NEW CONSTRUCTION FACILITY					
(1) Type of Expenditure	**(2) Amount [1]**		**(3) Method of Payment**	**(4) When Due**	**(5) To Whom Payment is to be Made**
Application Fee, Initial Fee [1]	$26,000	$26,000	Lump Sum	$2,500 with Application, balance due at signing of Franchise Agreement.	Us
Photos [2]	$2,750	$2,750	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Tuition [3]	$5,700	$8,100	As Incurred	Before Opening	Us, Wyndham Hotel Group

YOUR ESTIMATED INITIAL INVESTMENT FOR A 74 ROOM NEW CONSTRUCTION FACILITY					
(1) Type of Expenditure	**(2) Amount [1]**		**(3) Method of Payment**	**(4) When Due**	**(5) To Whom Payment is to be Made**
Training Expenses [4]	$3,900	$6,850	As Incurred	Before Opening	Facility, Restaurants, Airlines, Car Rental Agency,General Managers, Travel provider
Market Study [5]	$5,000	$12,000	Lump Sum	Before construction	Feasibility Consultant
Real Estate and Site Preparation [6]	N/A	N/A	N/A	N/A	N/A
Architecture, Design and Engineering, Phase I Environmental, Permits, Licenses, Deposits and Related Fees [7]	$173,570	$362,250	As Incurred	Before Opening	Architects, Engineers, Consultants, Government Agencies, Suppliers, Utility Companies, and other Professionals
Facility Construction [8]	$4,999,500	$6,785,600	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Construction Contingency [9]	$249,975	$339,280	As Incurred	As Arranged	Contractors, Subcontractors, Suppliers, and third-party Vendors
Technology Systems [10]	$51,198	$53,198	As Incurred	Before Opening	Computer Supplier, Professionals
Property Management Set-Up and Installation [11]	$3,400	$19,425	Lump Sum	Before Opening	Us, Affiliate
Furniture, Fixture and Equipment [12]	$503,092	$518,102	As Incurred	Before Opening	Vendors, Suppliers
Signage [13]	$20,000	$80,000	As Incurred	Before Opening	Vendors, Suppliers
Opening Inventory [14]	$204,033	$221,864	As Incurred	Before Opening	Vendors, Suppliers
Insurance [15]	$15,000	$30,000	Lump Sum	Before Opening	Insurance Carrier

YOUR ESTIMATED INITIAL INVESTMENT FOR A 74 ROOM NEW CONSTRUCTION FACILITY					
(1) Type of Expenditure	**(2) Amount [1]**		**(3) Method of Payment**	**(4) When Due**	**(5) To Whom Payment is to be Made**
Grand Opening Advertising [16]	$1,800	$15,000	As Incurred	Before Opening	Advertising Media, Agency, Printer, Photographer
Pre-Opening Wages	$73,293	$131,013	As Incurred	Before Opening	Employees, Contractors
Miscellaneous Non–Tangible Asset Costs [17]	$17,055	$32,905	As Incurred	Before Opening	Suppliers, Professionals
Additional Funds for 3 Month Initial Period [18]	$58,263	$174,788	Monthly Payments for Recurring Fees, As Incurred for Other Expenses	After Opening	Us, Employees, Suppliers, Utilities
Total Estimated Initial Investment [19,20]	**$6,413,529**	**$8,819,125**	**The table does not include the cost of purchasing or leasing real estate.**		
Total Cost per Room	**$86,669**	**$119,177**			

The above table provides an estimate of the initial investment required for a Chain Facility. These figures exclude the cost of land. Your actual expenditures for a Chain Facility will depend upon many variables, such as region of the country, labor costs, economic conditions, and timetable for completing the project, and may be outside of the ranges presented.

[1] See Item 5 for amount or formula of each fee. We may defer payment of the Initial Fee. See Item 10. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed site to another Chain Facility.

[2] This is the fee for the required photo package for your Facility.

[3] The low and high end of the range includes your Continuing Education Fee. It also includes the tuition for your general manager to attend the required Hospitality Management Program and the cost for up to three days of required Opening Training. There is no tuition fee for the first attendee of the required Wyndham Connections owner training. The high end of the range also presumes an additional representative will also attend and pay the tuition for our Hospitality Management Program and Wyndham Connections owner training.

[4] The low and high end of the range presumes that your general manager/owner will drive to our required Hospitality Management Program and Wyndham Connections owner training and incur minimal travel costs and mid-level T&E expense. It also includes facilitator T&E for up to three days of required Opening Training. The high end of the range also presumes an additional representative will also attend our Hospitality Management Program and Wyndham Connections owner training and incur significant T&E costs, including airfare and car rental.

[5] We do not require a market or feasibility study. We strongly suggest that you obtain one from a reputable consultant to confirm your decision to construct a Chain Facility and to provide potential financing sources

with independent information on prospects for the Facility. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

[6] Land costs vary materially. A 74 room Facility needs at least two acres for the building and adequate parking areas. Within urban areas the acreage requirements are less, if adequate parking is available for guests. Your land cost depends on land prices in your area and the site you select. Frontage on major thoroughfares and proximity to interstate highways or transportation centers used by persons needing overnight accommodations is desirable.

[7] This range includes the costs for permit fees, utility deposits and related fees, environmental studies, architectural (and structural, mechanical, electrical and plumbing engineering) fees to adapt our prototypical plans and specifications to meet requirements and local code. This item does not include impact fees which may be assessed by local authorities or site evaluation fees, geotechnical report fees, or civil engineering fees. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. Fees vary widely depending on your specific location and situation.

[8] This range includes general construction, minimal site work and landscaping. The cost of construction may vary substantially from location to location. The type of construction used, cost of materials, labor costs, local code requirements and other factors will affect the cost.

[9] This amount is calculated as 5% of Facility Construction costs.

[10] The amounts presented includes costs associated with guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones) and television system. The low range assumes you will procure all of the above and you purchase the base system equipment. The high end of the range assumes you will procure all of the above, and also assumes that you acquire top of the line equipment for which to operate the PMS.

[11] You must purchase, lease or otherwise acquire the computerized hospitality property management system/computer ("PMS") that has been designated by us. The low end of the range presumes that you select a base SynXis PMS for the Facility. The high end of the range presumes that you purchase the Premium OPERA Cloud system. This range does not include additional interface fees which may be required based on optional interfaces you may utilize at the Facility. This range includes remote installation. See Item 11 for information about the PMS.

[12] Includes furniture, fixtures and equipment ("FF&E") for all areas of the Facility including guest rooms and public areas. These items are typically driven by the decorative furnishings package. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas. Items included in the interior design package for the guest room and public areas may include flooring surfaces and bases; artwork and mirrors; casegoods; bathroom fixtures such as vanity bases, counters and shower tile; decorative bedding; lighting; seating; soft and upholstered goods; wallcoverings; and window treatments. This range includes procurement service provider fees estimated at 10 % - 15% of the total cost of the FF&E purchased. The figures above do not include tax, freight or installation, which should be confirmed prior to purchasing.

[13] Includes cost of materials and installation for one pylon/monument sign, and one wall mounted sign/channel letters. The low end of the range presumes that you will be able to utilize the existing column for your pylon sign. The upper end of the range presumes that you will need to install a new column. Your

actual cost will depend on many variables including sign size, materials and height, distance signs must be shipped, local labor costs, and local ordinances. This cost does not include local taxes and permits.

[14] Operating supplies and equipment ("OS&E") includes items required by System Standards such as mattresses/box springs, bed frames and bases, televisions, linens, logoed items, housekeeping supplies, guestroom and bathroom amenities/supplies, safes, cribs, luggage racks, interior signage, breakfast display equipment, floor mats, PPE, sundry shop items & equipment. The low end of the range assumes you will purchase the required OS&E to open in compliance with System Standards. The high end of the range assumes you have chosen to purchase optional/suggested items not required by System Standards, but which you might choose to purchase, such as additional linens, rollaway beds, guest laundry equipment, etc. The figures above do not include tax or freight. These costs should be confirmed prior to purchasing.

[15] You must maintain commercial general liability insurance with combined single limits per occurrence of $1 million primary coverage and $3 million excess liability umbrella coverage ($4 million total) plus other required coverage. Insurance requirements are subject to change on a Chain-wide basis. This does not include your costs for property and casualty insurance, workers' compensation, employer's liability, disability and other insurance benefits for your employees.

[16] The range assumes that, at a minimum, you will engage in a three-month digital advertising campaign via a third-party company, plus some or all of the following additional marketing activities: pre-opening direct mail, pre-opening parties, billboards, etc.

[17] Includes attorneys' and accountants' fees, business license fees, bank fees, the cost of back-office accounting systems, and similar business startup expenses.

[18] This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

[19] None of the fees and costs payable to us in the above table is refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial investment in a Chain Facility.

[20] Estimated Initial Investment Onboarding Costs include Application Fee, Initial Fee, Photos, and Training costs range from $38,350 - $43,700. Estimated Initial Investment Construction Costs including Market Study, Architecture, Design, Engineering, Environmental Studies, Permits, Licenses, Deposits and Related Fees, Facility Construction, and Construction Contingency range from $5,428,045 - $7,499,130. Estimated Initial Investment Technology Costs including Technology Systems and Property Management Set-Up and Installation range from $54,598 - $72,623. Estimated Initial Investment Equipment and Product Costs including Furniture, Fixtures, Equipment, Signage, Opening Inventory and Insurance range from $742,125 - $849,966. Estimated Initial Investment Costs including Grand Opening Advertising, Pre-Opening Wages, Miscellaneous Non-Tangible Asset Costs and Funds for 3 Month Initial Period range from $150,411 - $353,706.

YOUR ESTIMATED INITIAL INVESTMENT FOR A 100 ROOM CONVERSION FACILITY					
(1) Type of expenditure	**(2) Amount [1]**		**(3) Method of payment**	**(4) When due**	**(5) To whom payment is to be made**
Application Fee, Initial Fee [1]	$26,000	$26,000	Lump Sum	$2,500 with Application, balance at signing of Franchise Agreement	Us
Photos [2]	$2,750	$2,750	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Tuition [3]	$3,450	$8,100	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expenses [4]	$1,200	$6,850	As Incurred	Before Opening	Facility, Restaurants, Airlines, Car Rental Agency,General Managers, Travel provider
Amenities and Temporary Signage [5]	$500	$1,500	As Incurred	Before Opening	Us, Wyndham Hotel Group
Architecture, Design and Engineering, Phase I Environmental, Permits, Licenses, Deposits and Related Fees [6]	$0	$164,800	As Incurred	Before Opening	Architects, Engineers, Consultants, Government Agencies, Suppliers, Utility Companies, and other Professionals
Facility Improvements [7]	$0	$2,005,096	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Conversion Contingency [8]	$0	$100,255	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Technology Systems [9]	$0	$70,132	As Incurred	Before Opening	Computer Supplier, Professionals
Property Management Set-Up and Installation [10]	$3,400	$19,425	Lump Sum	Before Opening	Us, Affiliate
Furniture, Fixtures and Equipment [11]	$7,655	$686,750	As Incurred	Before Opening	Vendors, Suppliers
Signage [12]	$20,000	$80,000	As Incurred	Before Opening	Vendors, Suppliers

YOUR ESTIMATED INITIAL INVESTMENT FOR A 100 ROOM CONVERSION FACILITY					
(1) Type of expenditure	**(2) Amount [1]**		**(3) Method of payment**	**(4) When due**	**(5) To whom payment is to be made**
Opening Inventory [13]	$9,456	$283,993	As Incurred	Before Opening	Vendors, Suppliers
Insurance [14]	$15,000	$30,000	Lump Sum	Before Opening	Insurance Carrier
Grand Opening Advertising [15]	$1,800	$15,000	As Incurred	Before Opening	Advertising Media, Agency, Printer, Photographer
Miscellaneous Non-Tangible Asset Costs [16]	$6,555	$20,405	As Incurred	Before Opening	Suppliers, Professionals
Additional Funds for 3 Month Initial Period [17]	$78,733	$236,200	Monthly Payments for Recurring Fees, As Incurred for Other Expenses	After Opening	Us, Employees, Suppliers, Utilities
Total Estimated Initial Investment [18,19]	**$176,499**	**$3,757,256**	**The table does not include the cost of purchasing or leasing real estate.**		
Total Cost per Room	**$1,765**	**$37,573**			

The above table provides an estimate of the initial investment required for a Chain Facility. These figures assume that you already own the Facility. Your actual expenditures for a Chain Facility will depend upon many variables, such as region of the country, labor costs, economic conditions, and timetable for completing the project, and may be outside of the ranges presented.

[1] See Item 5 for amount or formula of each fee. We may defer payment of the Initial Fee. See Item 10. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed site to another Chain Facility.

[2] This is the fee for the required photo package for your Facility.

[3] The low and high end of the range includes your Continuing Education Fee. It also includes the tuition for your general manager to attend the required Hospitality Management Program. The high end of the range also presumes your hotel is undergoing an architectural PIP and includes the cost for up to three days of Opening Training. The high end of the range also presumes an additional representative will also attend and pay the tuition for our Hospitality Management Program and Wyndham Connections owner training.

[4] The low and high end of the range presumes that your general manager will drive to our Hospitality Management Program and incur minimal travel costs and mid-level T&E expense. The high end of the range presumes your hotel is undergoing an architectural PIP and includes facilitator T&E costs for up to three days of required Opening Training. The high end of the range also presumes an additional

representative will also attend our Hospitality Management Program and Wyndham Connections owner training and incur significant T&E costs, including airfare and car rental.

[5] The low end of the range assumes you have your signage installed prior to open and you only receive an initial shipment of key supplies. The high end of the range assumes you need a temporary sign covering in order to open.

[6] The low end of the range presumes that the Facility is in excellent condition and does not need any architectural, design or engineering work. The high end of the range presumes that the Facility will undergo a comprehensive renovation and incur the costs for permit fees, utility deposits and related fees, environmental studies, architectural (and structural, mechanical, electrical and plumbing engineering) fees to adapt our prototypical plans and specifications to meet requirements and local code. This item does not include impact fees which may be assessed by local authorities or site evaluation fees, geotechnical report fees, or civil engineering fees. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. Fees vary widely depending on your specific location and situation.

[7] The low end of the range assumes that the Facility's exterior, public areas, guest rooms and plumbing, heating, ventilation, air conditioning and other systems are in good condition and meet System Standards. The high end of the range assumes that the Facility requires extensive structural renovations to meet System Standards, and the exterior, public areas and guest rooms are in poor condition and require refinishing. (e.g., exterior walkways, swimming pool surface, landscaping, and ceiling tile).

[8] This amount is calculated as 5% of Facility Improvement costs.

[9] The amounts presented includes costs associated with guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones), television system and system equipment. The low end of the range presumes that you own adequate equipment to operate the PMS, the Facility's PBX/telephone, television, and high- speed Internet access systems meet our standards and specifications and do not need to be upgraded. The high end of the range presumes that the Facility's high-speed Internet access, PBX/telephone and television systems all need to be replaced. The high end of the range also presumes that you need to acquire equipment needed to operate the PMS.

[10] You must purchase, lease or otherwise acquire the computerized hospitality property management system/computer ("PMS") that has been designated by us. The low end of the range presumes that you select a base SynXis PMS for the Facility. The high end of the range presumes that you purchase the Premium OPERA Cloud system. This range does not include additional interface fees which may be required based on optional interfaces you may utilize at the Facility. This range includes remote installation. See Item 11 for information about the PMS.

[11] Includes furniture, fixtures and equipment ("FF&E") for all areas of the Facility including guest rooms and public areas. These items are typically driven by the decorative furnishings package. The low end of the range assumes that the existing FF&E are in excellent condition and meet System Standards. The high end of the range assumes that most of the existing FF&E are in poor condition and need to be replaced. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas, which may include flooring surfaces and bases; artwork and mirrors; casegoods; bathroom fixtures such as vanity bases, counters and shower tile: decorative bedding; lighting; seating; soft and upholstered goods; wallcoverings; and window treatments. This range includes procurement service provider fees estimated at 10 % - 15% of the total cost of the FF&E purchased. These figures do not include tax, freight or installation, which should be confirmed prior to purchasing.

[12] Includes cost of materials and installation for one pylon/monument sign, and one wall mounted sign/channel letters. The low end of the range presumes that you will be able to utilize the existing column for your pylon sign. The upper end of the range presumes that you will need to install a new column. Your actual cost will depend on many variables including sign size, materials and height, distance signs must be shipped, local labor costs, and local ordinances. This cost does not include local taxes and permits.

[13] Operating supplies and equipment ("OS&E") includes items required by System Standards such as mattresses/box springs, bed frames and bases, televisions, linens, logoed items, housekeeping supplies, guestroom and bathroom amenities/supplies, safes, cribs, luggage racks, interior signage, breakfast display equipment, floor mats, PPE, sundry shop items & equipment. The low end of the range presumes that you will need to purchase certain Mark-bearing items required by System Standards. The high end of the range presumes that your inventory of operating supplies needs to be replaced in its entirety to open in compliance with System Standards and that you have chosen to purchase optional/suggested items not required by System Standards, but which you might choose to purchase, such as additional linens, rollaway beds, guest laundry equipment, etc. The figures above do not include tax or freight. These costs should be confirmed prior to purchasing.

[14] You must maintain commercial general liability insurance with combined single limits per occurrence of $1 million primary coverage and $3 million excess liability umbrella coverage ($4 million total) plus other required coverage. Insurance requirements are subject to change on a Chain-wide basis. This does not include your costs for property and casualty insurance, workers' compensation, employer's liability, disability and other insurance benefits for your employees.

[15] The range assumes that, at a minimum, you will engage in a three-month digital advertising campaign via a third-party company, plus some or all of the following additional marketing activities: pre-opening direct mail, pre-opening parties, billboards, etc.

[16] Includes attorneys' and accountants' fees, business license fees, bank fees, the cost of back-office accounting systems, and similar business startup expenses.

[17] This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

[18] None of the fees and costs payable to us in the above table is refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial investment in a Chain Facility.

[19] Estimated Initial Investment Onboarding Costs include Application Fee, Initial Fee, Photos, Training costs and Amenities and Temporary Signage range from $33,900 - $45,200 Estimated Initial Investment Construction Costs including Architecture, Design, Engineering, Environmental Studies, Permits, Licenses, Deposits and Related Fees, Facility Improvements, and Conversion Contingency range from $0 - $2,270,151. Estimated Initial Investment Technology Costs including Technology Systems and Property Management Set-Up and Installation range from $3,400 - $89,557 Estimated Initial Investment Equipment and Product Costs including Furniture, Fixtures, Equipment, Signage, Opening Inventory and Insurance range from $52,111 - $1,080,743. Estimated Initial Investment Costs including Grand Opening

Advertising, Miscellaneous Non-Tangible Asset Costs, and Funds for 3 Month Initial Period range from $87,088 - $271,605.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as disclosed below, you are not required to purchase or lease products or services 1) from us or our affiliates, 2) from suppliers approved by us, or 3) under our specifications. We may derive commissions or other revenue as a result of these purchases and leases.

Standards and Specifications

To assure consistency among Chain Facilities, each Facility must meet System Standards. These standards require that most of the items you use or sell at your Facility meet our specifications. Items that must meet our specifications include certain aspects of the Facility's construction, certain services you offer in the Facility, including food and beverage services, the Facility's equipment, décor and amenities, guest room size, signage, photographs, advertising, furniture and fixtures, various supplies, bath and bed linens, window coverings, bed toppings, mattresses and box springs, flooring, wall coverings, lighting, wireless high-speed Internet access, property management system, computer hardware, peripheral equipment, operating system software, telephone, lock systems, insurance, and in certain circumstances your third party manager or management company and management agreement. Our specifications may include minimum requirements for delivery, performance, design, appearance and quality. We will provide you this information in our Standards of Operation and Design Manual (the "Manual"). We may revise existing standards and add new ones through updates to the Manual.

We estimate that the items you purchase meeting System Standards will represent approximately 50% of your total initial expenditures for goods and services in establishing a new construction or conversion Facility. We expect that these items will represent approximately 10% to 15% of your annual purchases and leases.

Approved Suppliers

To support the purchasing efforts of our franchisees, we and/or our affiliate WSSI negotiate purchasing terms, including price, volume discounts and commissions on a range of products and services. In doing so, we and/or WSSI seek to promote the overall interests of our and our affiliates' lodging systems, management company and interests as franchisors. Currently, we and/or WSSI identify certain suppliers of products and services with whom we and/or WSSI may have negotiated purchase terms, who are then designated as "Approved Suppliers". You may purchase products and services directly from these Approved Suppliers through supplier provided websites or through more traditional means. We may provide your contact information to our Approved Suppliers and you may be contacted by our Approved Suppliers.

Suppliers not on the Approved Supplier list that are interested in doing business with us or the Lodging Affiliates must apply by registering online at our Supplier Registration site http://suppliers.wyndham.com/. Interested suppliers are evaluated and potentially approved according to an approval process established by WSSI. Currently, WSSI does the evaluations and approvals. The specific criteria and processes utilized by WSSI in the approval process are not

disclosed to franchisees. WSSI will review a supplier who has registered with the Supplier Registration site on an as needed basis.

WSSI may not review all suppliers. For those that it does review, it will notify the supplier of approval within approximately 1 year after the supplier provides WSSI all information it requests about the supplier. Only suppliers chosen by WSSI to become an Approved Supplier will be notified by WSSI of their acceptance. WSSI may revoke a supplier's "Approved" status if the supplier's agreement with us, WSSI, or an affiliate expires and is not renewed, or if the supplier is in default under their agreement with us, WSSI, or an affiliate. We will notify our franchisees if this occurs. Revocation does not mean that you can no longer purchase from this supplier; it simply means that the supplier no longer participates in WSSI's program to offer discounts or other benefits to our franchisees.

Approved Suppliers generally pay WSSI a commission based upon the volume of sales to franchisees. Commissions typically are a percentage of net or gross sales to franchisees, and usually range from 1% to 5% of net or gross sales to franchisees. WSSI may enter into other commission arrangements with Approved Suppliers from time to time, such as a fixed fee per purchase order, on the basis of arms' length negotiations.

In 2021, our and the Lodging Affiliates' net revenues from the purchase of products or services by franchisees was approximately $18.1 million, or approximately 1.2% of WHR's total net revenues of $1.565 billion, as reflected in its consolidated statements of income (loss) for 2021.

None of our officers own a material interest in any supplier to our System. However, from time to time, our officers may own non-material interests, for investment purposes only, in publicly held companies that are suppliers to our System.

Required Purchases from Approved Suppliers

The only items you must buy from an Approved Supplier are items bearing the Marks (such as signage, supplies, and digital photographs), certain elements necessary to create the brand-defining ambience (such as music, scent, or specific décor), items related to health and safety, the firm you retain to prepare a market feasibility study for your Facility (if any), and certain technology systems, including guest wireless high-speed internet access credit card acquiring services and your property management system (although you will pay us, or an affiliate, for certain services related to your property management system, and may be required to pay us, or an affiliate, for certain services related to your guest wireless high-speed internet access system). There may be only one Approved Supplier for certain items bearing the Marks or related to health and safety and we do not plan to approve other suppliers. We have approved two different brands of property management system, but only one supplier for each brand. In addition, there is only one Approved Supplier for the credit card gateway services you must use with one of the property management systems. Otherwise, you can purchase items from any party you wish as long as the items meet our System Standards. We may have sole Approved Suppliers in the future for various items, which may include us or an affiliate. We and our affiliates intend to make a profit on any items we or they sell to you.

If you choose to purchase certain design elements from a supplier other than an Approved Supplier, you must provide us your custom interior design drawings for our review to ensure compliance with our standards, and we may charge a fee for such review. You must use our call center to book reservations from customers who call your Facility to make a reservation. See Items 5 and 6. These are the only services that you must purchase or lease from us or an affiliate and neither we nor any affiliate are currently an Approved Supplier for any other item.

We may offer to issue the Development Incentive in cash or disbursed to a third party on your behalf for the approved use of constructing your hotel, in our sole discretion as business circumstances warrant. If the Development Incentive is to be issued in cash, we may require you to use the services of an approved procurement service provider or purchase directly from a manufacturer or approved supplier. The fee for procurement services is typically 10% - 15% of the total cost of the furniture, fixtures and equipment purchased.

We do not provide you with any material benefits (for example, the opportunity to acquire additional franchises, special renewal rights or similar benefits) if you purchase goods or services through our Approved Supplier program. We do not have a purchasing or distribution cooperative that you must join.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document. [1]

Obligation	Section in Franchise Agreement	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	3.1, Schedule D	Not Applicable	Not Applicable	Items 7, 8, 11
b. Pre-opening purchases/leases	3.1, 3.8, 3.10, 3.15, Schedule D	Not Applicable	Not Applicable	Items 5, 7, 8, 11
c. Site development and other pre-opening requirements	3.1, Schedule D	Schedule B	Not Applicable	Items 5, 6, 7, 11
d. Initial and ongoing training	3.3, 4.1	Not Applicable	Attachment 1.1; SynXis Schedule Attachment 2.4; Oracle Schedule Attachment 1.1; MOP Schedule 1.3, Attachment 1.1	Items 6, 7, 11

Obligation	Section in Franchise Agreement	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
e. Opening	3.1, Schedule D	Not Applicable	Not Applicable	Item 11
f. Fees	3.7, 3.9, 3.12, 3.14, 3.15, 4.1, 4.2, 4.3, 4.8, 6, 7, 9.3, 9.4, 11.4, 12.1, 12.2, 13.1, 13.2, 15.6, 17.4, Schedule C, Schedule D	1.	2, 3.1, 4; 15.5; SynXis Schedule 4, Attachment 4.1; Oracle Schedule 4, Attachment 4.1, MOP Schedule 4.1	Items 5, 6, 11, 17
g. Compliance with standards and policies/operating manual	3.2, 3.3, 3.4, 3.6, 3.7, 3.8, 3.10, 3.11, 3.12, 3.13, 3.15, 4.1, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 7.1, 7.5, 9.3, 13.1, 13.2, 15.4, 15.6, Schedule D	Not Applicable	3.6, 8.1, 8.2, 8.4; SynXis Schedule 2, 3.3, Attachment 2.5; Oracle Schedule 3.3, Attachment 2.4; MOP 3.3.1	Items 8, 11
h. Trademarks and proprietary information	3.4, 3.10, 3.11, 4.4, 4.5, 4.8, 8.3, 9.1, 9.2, 11.2, 13.1, 15.1, 15.2, 15.4, 15.5, 15.6	Not Applicable	3.1, 3.2, 3.3, 3.5, 5.1, 7.3, 8.5, Attachment 1.1; SynXis Schedule 3.1, 5.1; Oracle Schedule 3.1, 3.3; MOP Schedule 2.2	Items 8, 11, 13, 14
i. Restrictions on products/services offered	3.2, 3.4, 3.11, 3.12	Not Applicable	3.2	Items 8, 16
j. Warranty and customer service requirements	3.2, 3.4, 3.11	4.	6.2, 9; SynXis Schedule 6; Oracle Schedule 5.2; MOP Schedule 5.2	Items 6, 11
k. Territorial development and sales quotas	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Obligation	Section in Franchise Agreement	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
l. Ongoing product/service purchases	3.10, 4.2, 4.4, 15.6	Not Applicable	2, 3, 6.1; SynXis Schedule 2, Attachment 2.1, 2.4, 2.5, 2.6,; Oracle Schedule 2, 3, Attachment 1.1, 2.2, 2.3, 2.4, 4.1; MOP Schedule 2, Attachment 2.2, 2.3	Item 8
m. Maintenance, appearance and remodeling requirements	3.1, 3.2, 3.12, 3.14	Not Applicable	2.1; SynXis Schedule 2.6, 6.3, 6.4, Attachment 2.6	Items 6, 8, 11
n. Insurance	3.8, Schedule D	Not Applicable	Not Applicable	Items 6, 7, 8
o. Advertising	3.4, 4.3, 7.1.2, 15.6	Not Applicable	Not Applicable	Items 6, 11
p. Indemnification	8, Schedule C	Not Applicable	10.1; SynXis Schedule 7.1; Oracle Schedule 6.1;MOP Schedule 6.1	Item 6
q. Owner's participation/ management/staffing	3.2	Schedule A	3.6, 4.5; SynXis Schedule 2.6, 3.3; Oracle Schedule 3.3, 5.1; MOP Schedule 3.3	Items 11, 15
r. Records and reports	3.6	Schedule B	3.6, 8.2, 8.3, 10.1; SynXis Schedule 3.3, 7.1; Oracle Schedule 3.3	Item 6
s. Inspections and audits	3.7, 4.8, Schedule D	Not Applicable	3.2; SynXis Schedule – Attachment 2.1, 2.5, 2.6, 4.1; Oracle Schedule Attachment 2.4	Items 6, 11

Obligation	Section in Franchise Agreement	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
t. Transfer	9	Not Applicable	4.1, 13.2; SynXis Schedule 4.1, Attachment 4.1; Oracle Schedule 4.1; MOP Schedule 4.1	Items 6, 17
u. Renewal	5	Not Applicable	Not Applicable	Item 17
v. Post-termination obligations	12, 13	Not Applicable	13.5, 15.9, 15.16	Items 6, 17
w. Non-competition covenants	3.11, 2	Not Applicable	Not Applicable	Item 12
x. Dispute resolution	11.4, 17.6.1, 17.6.2, 17.6.3, 17.6.4, 17.6.5	Not Applicable	15.5, 15.8, 15.15	Item 17
y. Other: Guaranty of franchisee obligations	Guaranty (Attachment to the Franchise Agreement)	Not Applicable	Not Applicable	Note 1

[1] If you are a corporation, partnership or other entity, your significant owners must sign a guaranty (See Exhibit C-1) agreeing to assume and discharge all obligations of the franchisee under the Franchise Agreement. If we offer you Development Incentive financing (see Item 10), your significant owners must co-sign the Development Incentive Note with you. If the significant owners are residents of community property or certain other states, their spouses must also sign the note.

ITEM 10. FINANCING

Except as specified in this Item 10, we do not offer or provide any financing arrangements for Baymont franchisees, either directly or indirectly.

Initial Fee Deferral. We may defer payment of the Initial Fee, if business circumstances warrant, in our sole discretion. The deferral is usually for a short term such as 90 days, or until the Facility opens as a Chain Facility, whichever occurs first. If deferred, you must pay the Initial Fee in one or more installments without the accrual of interest unless you do not pay the Initial Fee within ten days after it is due. The number of payments may vary based on business circumstances, but generally requires up to three equal installments over a 90-day period. We do not require any security for the Initial Fee Note. The Initial Fee Note may be prepaid at any time without penalty. You and your owners must sign the Initial Fee Note in substantially the form shown in Exhibit C-1. If your owners are residents of community property or certain other states, their spouses must also co-sign the Initial Fee Note. Under the Initial Fee Note, you and your guarantors, or any co-makers of the Initial Fee Note, waive traditional defenses. These defenses include presentment, demand, notice of demand, protest, notice

of non-payment, notice of protest, notice of dishonor and diligence in collection. We reserve the right to modify the terms of the Initial Fee Note and/or grant extensions, novations, releases or compromises to you or any co-maker without the consent of, or affecting the liability of, any other party to the Initial Fee Note. The Initial Fee Note is not subject to setoff, offset or recoupment. If the Franchise Agreement terminates for any reason or you transfer the Facility, we may demand that you immediately pay the Initial Fee Note in full. If you fail to make any required installment payment on time, we may demand that you immediately pay the Initial Fee Note in full. If you do not pay the Initial Fee Note within 10 days after it is due, the Initial Fee Note will bear simple interest at the rate of the lesser of 18% per annum (1.5% per month) or the highest rate allowed by law. Default under the Initial Fee Note will constitute a default under the Franchise Agreement. If the Initial Fee Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

Development Incentive Financing. We may offer certain "Development Incentives" for new construction and conversion Chain Facilities. The incentives are based on various factors and are determined in our sole discretion. These factors may include the number of rooms and location of the proposed Facility, market overview, surrounding hotels, demand drivers, and a feasibility study. The Development Incentive is a loan that is not subject to repayment unless the franchise terminates before the end of the term of the Franchise Agreement for the Facility or a Transfer occurs. At each anniversary of the Facility's Opening Date, the Development Incentive reduces by $1/20^{th}$ or $1/15^{th}$ of the original amount, depending on the Term of the Franchise Agreement. If the franchise terminates or is transferred before the expiration of the Term, you must repay the balance of the Development Incentive. The Development Incentive Note bears no interest except in the case of default, in which case the interest rate will be 18% per annum (1.5% per month) or the highest rate allowed by law. If you must repay the balance of the Development Incentive and fail to make any required payment on time, we may demand that you immediately pay the Development Incentive in full. Default under the Development Incentive Note will constitute a default under the Franchise Agreement. We do not typically require any additional security for the Development Incentive Note, but reserve the right to do so in certain circumstances depending on the amount of the Development Incentive and the creditworthiness of you and your principals. The Development Incentive Note may be prepaid at any time without penalty. If the Development Incentive Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

To receive the Development Incentive, you and your principals, as co-makers, must sign a Development Incentive Note, which will specify the amount of the incentive, in the form attached to Exhibit C-1 when you sign and deliver to us the Franchise Agreement. If you and/or your principals are residents of community property or certain other states, your and /or their spouses must also co-sign the Development Incentive Note. In addition, you must sign an addendum to the Franchise Agreement, agreeing to make all payments due under the Franchise Agreement and ancillary agreements through electronic funds transfers through the ACH (automated clearing house) system. You must provide us with a current balance sheet, loan documents and other information we request detailing the total cost of the Facility, the amount being financed, and your equity investment in the Facility. If we offer you a Development Incentive, you may not be eligible for any reduction in Initial or Recurring Fees (see Items 5, 6 and 15). The Development Incentive program may be modified, limited, extended, or terminated at any time without advance notice or

amendment of this Franchise Disclosure Document.

The Development Incentive will be disbursed after (i) you have passed a final credit review with no material adverse changes in your business, legal, litigation, bankruptcy status or finances, or of your guarantors or the Facility since preliminary approval, (ii) the Facility officially opens with our consent, (iii) you have completed all required pre-opening improvements specified in the Franchise Agreement; (iv) you have paid the Initial Fee; (v) you are in good standing under the Franchise Agreement and all ancillary agreements; and (vi) you have completed any other pre-requisites for disbursement that you and we agree to in the Franchise Agreement. Additionally, we may require you to use the services of an approved procurement service provider, or purchase directly from a manufacturer or approved supplier, as outlined below.

We may offer to issue the Development Incentive in cash or disbursed to a third party on your behalf for the approved use of constructing your hotel, in our sole discretion as business circumstances warrant. If the Development Incentive is to be issued in cash, we may require you to use the services of an approved procurement service provider or purchase directly from a manufacturer or approved supplier. The fee for procurement services is typically 10% - 15% of the total cost of the furniture, fixtures and equipment purchased.

You and your guarantors or co-makers waive traditional defenses, as described above for the Initial Fee Note. With or without notice to or consent from you, your guarantors or co-makers, we may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties. If you transfer the Facility, you must repay the balance of the Development Incentive Note unless the transferee and its principals assume the obligation to repay the Incentive and provide us with such other security as we may require in our sole discretion. If you are purchasing an existing Chain Facility and we approve you to assume the obligation to repay the unamortized balance of the Development Incentive Note, then you must agree to assume all of the same terms under the Development Incentive Note as the original recipient of the Development Incentive.

Women Own the Room ("WOTR") Development Incentive. We offer a special financing program intended to empower women entrepreneurs through hotel ownership. We will provide an approved women-owned franchisee a Development Incentive at a target amount of $2,500 per guest room of the Facility, but not to exceed 50% of the franchisee's equity investment in the Facility. The WOTR program also includes personalized opening and on-going operational guidance and support, which may include complimentary programs or discounts on select support services. To qualify for this program a majority of the legal and beneficial ownership interests of the franchisee must be held by women. We will have sole discretion in determining whether you qualify for the program. All of the other requirements, terms and conditions described above for Development Incentives also apply to the WOTR Development Incentive Program.

In addition to all of the above, you may request a Lender Notification Agreement using the forms we provide you. Any lender you select may also request a collateral assignment of or security interest in the Franchise Agreement, but we have no obligation to enter into any agreement or arrangement with any lender. See Exhibit C-4.

We have no practice or intent to sell, assign or discount to a third party all or part of any financing

arrangement above.

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 Chain Facility, we will provide you with the following assistance:

1. You select the Facility's location and describe it in the Franchise Application. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve. Since individual sites are necessarily unique, no listing of relevant factors will be applicable to all sites. However, we believe these factors are important: geographical area, population and density, other demographic factors, proximity to transportation, major attractions and destinations, commercial development, traffic patterns, competition, accessibility, and the compatibility of the area with the proposed use. We grant a franchise for a new construction or conversion Facility for a specific location or site only, and approve your site when we approve your Franchise Application. There is no specific time limit in which this approval must be completed. However, we typically complete our review of your site and the other elements of your Franchise Application, and award or decline to award you a franchise, within 30 to 60 days after we receive your completed Franchise Application and all supporting documentation. Approval of your application and of the site only indicates our willingness for you to represent the Chain at that site. (Franchise Agreement – Application and Schedule D)

2. We will designate a Protected Territory for the Facility in the Franchise Agreement. (Franchise Agreement – Section 2)

3. If you are converting an existing hotel into a Chain Facility, or in the case of a Transfer, we will inspect the Facility and create a PIP of improvements needed before you open the Facility under our service marks and afterwards. The PIP is attached to the Franchise Agreement when it is signed. (Franchise Agreement – Schedule D)

4. For a new construction Facility, we will provide your architect with access to prototype drawings and specifications reflecting the overall design intent for the Facility (the "Prototype Plans"). A member of our Hotel Integration Team will be available to consult with your architect about the plans we provide. We will review and, if appropriate, approve any detailed architectural plans and specifications for constructing a new facility. We will review any requests to materially modify or deviate from the plans or specifications after they have become "Approved Plans." We may charge you a fee to review material modifications to your plans or specifications. (Franchise Agreement – Schedule D)

5. We may inspect the Facility during or following construction or renovation to determine compliance with System Standards and, where appropriate, approve its opening as a Chain Facility. (Franchise Agreement –Schedule D)

6. We will provide you with a copy of, or access to, our Manual which contains the System Standards and specifications for your Chain Facility, including standards for the furniture, fixtures, and certain equipment used to furnish your Chain Facility. (Franchise Agreement – Section 4.7)

7. We will furnish you with written specifications for required products and services, as well as information about Approved Suppliers whose products have been approved for usage, as described in greater detail in Item 8. (Franchise Agreement – Section 4.4)

8. If you wish to deviate from one of our standard interior design packages or to use a custom design package, we will, for an additional fee, review, approve, or provide comments on your interior design package and, following our approval, any subsequent modifications to your package. (Franchise Agreement – Schedule D)

9. We will provide Mandatory Support Services to assist you in opening the Facility. These Services are not applicable to franchisees renewing their franchises with us. See Item 5 for a more detailed description of these Mandatory Support Services and the fees we charge for them. (Franchise Agreement – Section 1 of Schedule D)

10. We will provide training to you and your general manager as described in this Item below. (Franchise Agreement – Section 4.1)

11. We offer, for a fee, an optional service via a third party through which you can purchase an online media campaign in connection with the Facility's opening. The minimum campaign available for purchase runs for three months at a rate of $1,800, and is focused on your Facility to support bookings during an initial ramp-up period.

Length of Time Before Opening

There is no "typical length of time" between the signing of a Franchise Agreement or the first payment for a franchise, and the Opening Date of the Facility. This is due to the impact of a number of variables including (i) your ability to obtain any necessary financing, (ii) whether the Facility is to be converted from an existing hotel or is to be newly constructed and (iii) the process required to obtain all necessary permits, licenses and approvals from various government agencies.

We have established certain parameters for the pre-opening period. You must provide us with proof of ownership or ground lease of the location within 30 days after we sign the Franchise Agreement. In cases of an existing facility newly entering the Chain or an existing Chain Facility being transferred, you must begin renovation no later than 30 days after we sign the Franchise Agreement. You must complete the pre-opening phase of the work and be ready, willing and able to open the Facility under the System no later than 90 days after we sign the Franchise Agreement. In the case of new construction, you must begin construction of the Facility within 60 days after we execute the Franchise Agreement and, complete construction and receive our written approval to open the Facility 14 months after signing the Agreement. (Franchise Agreement – Schedule D)

Post-Opening Assistance

After the Chain Facility opens, we will provide you with the following assistance:

1. We will continue to provide you with access to the Manual, as described in this Item below. (Franchise Agreement – Section 4.7)

2. We may hold a Chain conference, which may be in the form of a WHR multi-brand conference with special sessions and programs only for our Chain. Currently, we hold a conference approximately every 18 to 24 months, but this is subject to change. We may also hold periodic regional summits throughout the year. (Franchise Agreement – Section 3.9)

3. We or our contractor will conduct announced and unannounced inspections and/or mystery shops of the Facility. (Franchise Agreement – Section 4.8)

4. We will continue to provide you with operational support and information about the Chain by e-mail, telephone and/or via the Chain's Intranet site. In addition, our field support team may periodically visit your Facility to provide onsite operational support if you are in compliance with your obligations under the Franchise Agreement. Our representatives will also consult with you in person when they are at the Facility for compliance inspections, upon your request. (Franchise Agreement – Section 4.6)

5. We and our affiliates will continue to provide you with information about Approved Suppliers. See Item 8 above. (Franchise Agreement – Section 4.4)

6. We will provide a computerized Centralized Reservation System ("CRS"), directly or indirectly through another party or a technological substitute as we may determine, for making reservations at Chain Facilities. See the Technology Systems discussion below. (Franchise Agreement – Section 4.2)

7. We will provide you a service to have certain callers directed automatically to our toll-free line where professionally trained agents will answer questions and book reservations on behalf of your Facility. See Exhibit C-6 for the Signature Reservation Service Agreement.

8. We will review and, where appropriate, approve requests to add guest rooms to a Facility after receipt of your Rooms Addition Fee. (Franchise Agreement – Section 3.12)

9. We offer comprehensive revenue management programs for additional fees. These programs are available at three levels of service for varying fees: Essential, Standard, and Premium. No matter the service level, Revenue Management Services ("RMS") includes varied levels of inventory management, strategic positioning, future demand strategy and targeted promotions and packages. We reserve the right to evaluate a variety of factors, including but not limited to, your hotel's room count, occupancy rate, trends, and market to determine the most suitable level of service. Based on our assessment, we may limit the levels of optional services available to your Facility. See Exhibit C-7 and Item 6 for additional description of options and fees. In addition:

- Essential RMS is a monthly program that includes STR review and evaluation, rate and

inventory maintenance, as well as scheduled communication and accessibility and monthly meetings with an assigned Revenue Management Specialist.

- Standard RMS is a bi-weekly program that includes STR review and evaluation, rate and inventory maintenance, as well as scheduled communication and accessibility and bi-weekly meetings with your assigned Revenue Management Specialist.

- Premium RMS is a weekly service that includes inventory management, as well as scheduled communication and accessibility, weekly meetings with your assigned Revenue Management Specialist, and STR review and recommendations.

10. We will provide you with a cloud computing resource called Medallia, which will aggregate all reviews regarding the Facility from Tripadvisor and other major online travel agency sites, as well as customer surveys.

11. We will provide the option to participate in third party competitive rate shop programs across key distribution channels. These third parties may charge monthly fees for their services.

12. We will offer, as an option and for an additional monthly fee, a remote sales service. Under the service, we will assign a designated representative to support your Facility who will respond to group sales leads (within certain parameters authorized by you) and solicit new business for your Facility. See Exhibit C-9 and Item 6 for description of options and fees.

13. We may choose to bundle certain optional service offerings. If we do so, the fee for such combined offering would not exceed that to be charged if you were to participate in each program individually. We reserve the right to assess your hotel based on a variety of factors to determine if you qualify for any bundled program offering. If available to you, you must execute the then-current form of agreement for such combined service.

Marketing and Advertising

We engage in advertising and marketing activities funded by the System Assessment Fees that franchisees pay us to promote the Baymont network and to maximize the general public recognition, acceptance or use of Baymont. The marketing may include various forms of advertising and promotion activities using any media we deem appropriate. Specific advertising activities may include: online, broadcast, print media, sponsorships, e-mail and direct mail. Advertising may be created and placed internally or by advertising agencies with the participation and supervision of in-house staff. The Fund (as defined below) may also be used to pay for e-commerce, market research, public relations, guest services, training, the Central Reservation System, distribution and the staffing of sales offices which generate corporate, government, tour and other bookings at Baymont hotels and other marketing support. We select the nature and type of advertising copy, media placement or other aspects of the marketing program. Media coverage may be local, regional or national. We do not have to expend any portion of the Fund or otherwise for marketing or advertising in your trading area or territory and we do not promise that your Facility will benefit directly or proportionately from marketing activities.

Each Franchisee's System Assessment Fee will be deposited into a marketing Fund (the "Fund"). The amount of this fee is 3.5% of Gross Room Revenue. It is our intention that all or at least substantially all Franchisees contribute to the Fund on an equal basis.

The System Assessment Fees are not held in trust and we do not manage the Fund in a fiduciary capacity, although its funds are separately accounted for on our books. We administer and apply the Fund at our discretion. We are not required to, nor do we have the Fund audited. We do not provide reporting to you or other members about its finances. We do not provide financial statements for the Fund to franchisees. Any monies which remain in the Fund at the end of the year (or deficiencies where the amount spent on marketing exceeds the Fees collected for the year) are carried over into the following year. The Fund may be used to compensate us or an affiliate for any administrative or other services such as expenses incurred for accounting, collection, data processing, computer services, bookkeeping, reporting, system maintenance and legal services, which we or an affiliate provides to the Fund to support marketing activities, the Central Reservation System and for our out-of-pocket costs. In addition, we or an affiliate may provide products or services to the Fund. We may earn a profit on these activities, products and services. However, they will be provided at a cost comparable to those costs that the Fund would otherwise incur if the products or services were obtained from unaffiliated third parties. In 2021, expenditures from the Fund for marketing were used as follows: 22.1% for media placement (including electronic marketing), 0.8% for production, 17.0% for administration (including bad debt expense) and 60.1% for other expenses (e.g., public relations, guest services, group and corporate sales, field services and training). In 2021, no funds were utilized principally to solicit the sale of new franchises.

You may conduct your own local marketing program if all materials conform with System Standards, including proper usage of the Marks, or are approved in writing by us. We may, at our option, offer you advertising copy and other marketing template materials which you must purchase from our Approved Supplier.

We presently do not have an advertising council. However, we review the annual marketing and sales plan with the Baymont Franchisee Advisory Council ("Council"), which acts in an advisory capacity and provides input on the plan. We have the right to change or dissolve the Council. In addition, all franchisees must participate in the Baymont advertising cooperative known as a Baymont Management Association or "BAYMA." Franchisees pay dues under the same formula, which are payable annually in advance of the year in which the marketing and sales was done. We offer matching contributions from the Fund to support advertising, approved by us, for the BAYMA. We administer the activities of the BAYMA, on their behalf, including collecting dues and performing other bookkeeping functions, organizing BAYMA meetings, arranging for the creation of advertising copy, and creating other marketing and sales initiatives. We do not issue annual or periodic financial statements for the BAYMA, but we provide updates to the BAYMA membership on the marketing and sales initiatives planned for the following year and executed during the prior year. We typically hold a series of regional BAYMA meetings once or twice per year. The BAYMA operates under informal written guidelines, and we have the authority to form, change, dissolve or merge the BAYMA at our discretion.

Technology Systems

Central Reservation System. We will provide a computerized CRS or a technological substitute as we may determine, for making reservations at Chain Facilities. (Franchise Agreement - Sections 4.2, 7.1)

During the Term, the Facility will participate in the CRS on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions we establish for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology.

We can independently access your electronic information and data, and collect and use this electronic information and data in any manner we choose, without any compensation to you.

Property Management System. You must select and procure a PMS, including computer hardware and software and Internet access service so that the Facility can interface with the CRS.

The PMS books reservations, performs check-in and check-out functions, manages rates and inventory, collects and transmits to the enterprise data warehouse certain information collected about each guest reservation, automates the front desk and operational record keeping of the Facility, and interfaces with other electronic systems at the Facility. We will consult with you to assist in determining the appropriate PMS product for your Facility.

We currently have two approved systems under our technology standard. We may from time to time, at our option, change or make exceptions to our PMS technology standard. You will be required to execute a MITA with us and applicable Schedule for the PMS you choose. The hardware for the SynXis and OPERA PMS can be purchased separately from an affiliate or from any source so long as it meets our technology standards and minimum technical requirements. (Exhibit C- 2) We require you utilize tokenization technology for the transmission of credit card information to and from the PMS. We currently have one approved gateway provider to support tokenization and chip and pin technology. Accordingly, you are required to sign the Hosted Services Agreement with Elavon (Exhibit C-3), which may include additional services and fees, when you sign the MITA and the applicable PMS Schedule. We may, in the future, add or discontinue gateway providers in our sole discretion.

OPERA PMS: You may subscribe to Oracle's OPERA PMS, offered as a cloud-based solution for property management for which the databases, servers, application servers, and storage are housed in the Oracle data center and not at the Facility. The cloud-based OPERA system from Oracle is available in three levels of sophistication depending on the needs of the Facility. Facilities must also have an OPERA interface PC and any required workstations that meet the system's minimum technical requirements.

If you choose to subscribe to the OPERA PMS, you must pay a one-time Set-Up and Implementation Fee that ranges from $9,475 to $19,425, depending on which level of OPERA system you choose, plus amounts for any required or optional additional interfaces (ranging from $525 to $3,050 per interface) and the associated support fees. The Set-Up and Implementation Fee includes remote deployment, installation and training and must be paid at least 30 days before the Opening Date of the Facility. The Monthly Support and Service Fee for an OPERA PMS ranges from $8.50 to $11.25 per room per month. This fee range includes support of the OPERA

application, HTCS and CRISP services, database backups and hosting fees as described in the MITA. You will be required to subscribe to any future OPERA upgrade when it becomes available, which may include additional or different services and fees, and you may be required to execute a new OPERA Schedule to the MITA, or amend your current OPERA Schedule. (Exhibit C-2) Facilities connect to the Oracle data center via their own broadband connection, which must meet certain requirements as specified by Oracle. You are responsible for travel and lodging expenses for our staff if deployment, installation and training is provided at the Facility.

OPERA FOUNDATION	**OPERA STANDARD**	**OPERA PREMIUM**
One-Time Set Up & Implementation Fee Includes up to six standard and four enhanced interfaces Additional interface installation fees range from $525 to $3,050 per interface		
$9,475	$12,275	$19,425
OPERA Monthly Support, HTCS & CRISP Services Fees (Billed Monthly*) Additional interface support fees ranging from $0.12 - $0.36 per room/per month may apply *Monthly Support and Service Fees can be increased up to 5% each year.		
$8.50 per room/per month	$9.75 per room/per month	$11.25 per room/per month

2. SynXis PMS: You may subscribe to Sabre Hospitality Solution's SynXis PMS, which is a software as a service solution for property management.

If you choose SynXis, you must pay a one-time $3,400 Set-Up and Implementation Fee which includes remote deployment, installation and training, at least 30 days before the Opening Date of the Facility. The Monthly Support and Service Fee for the SynXis PMS is $621, which price includes support, HTCS and CRISP services and up to three interfaces. The tokenized credit card interface and (if available) an interface for an automated revenue and rate management solution are included in the monthly price and count towards the three included interfaces. You will be required to subscribe to any future SynXis upgrade when it becomes available, which may include additional services and fees. You may be required to execute a new SynXis Schedule to the MITA, or amend your current SynXis Schedule. You are responsible for travel and lodging expenses for our staff if deployment, installation and training is provided at the Facility.

Sabre SynXis Property Hub	
Targeted Property Size (rooms)	Less than 180
Target Audience	Limited or select service Facilities requiring core PMS functionality, no meeting space, no food and beverage, limited workstations.
One-Time Set-Up and Implementation Fee	$3,400
SynXis Monthly Support, HTCS & CRISP Services Fee Includes up to 3 Interfaces (Billed Monthly*)	$621 per month
* Monthly Support and Service Fees may be increased up to 5% per year on a cumulative basis.	

We may require you to purchase additional or replacement communications hardware or software, additional random-access memory or additional hard disk storage to keep pace with changes in technology. There is no contractual limitation on the cost or frequency of this obligation. Neither we, Sabre nor Oracle has any obligation to modify, enhance or rewrite the PMS software for the SynXis or OPERA systems. If we, Sabre, or Oracle modifies, enhances or rewrites the SynXis or OPERA PMS software and you are not in default under the MITA (including any schedules thereto) or the Franchise Agreement, we will provide to you and you must install the modified software in accordance with our Chain-wide distribution plan.

Network Connectivity Services. You must obtain network connectivity to enable your PMS to interface with the CRS. For any of the PMS options described above, you may procure network connectivity through a broadband Internet connection from an ISP, for which you must pay the ISP's service fee. Regardless of the PMS option you choose, your network connectivity must meet the system requirements required by Sabre for a SynXis PMS or Oracle for an OPERA PMS, as applicable.

Preventative Maintenance Software/Mobile Operations Support Tool. If you require assistance tracking your preventative maintenance needs, as measured by your Facility (i) scoring 80% or lower (or its then equivalent) on a quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than 6.0 (or its then equivalent score), we will require you to subscribe to a preventative maintenance software service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. The fee for this software is currently not more than $1,500 annually. We may offer as an option or, in the future, mandate a software service program and provider.

Through your subscription to the SynXis or OPERA PMS, you may, for a fee, subscribe to an optional third-party mobile device-based system, (MOP), for managing and automating tasks such as housekeeping, maintenance and guest support functions at your Facility. As part of the MOP system, for additional fees, you may also subscribe to an optional Guest Interaction Texting System that enables the hotel to connect with guests via texts to their mobile devices, as well as an optional Emergency Safety Device feature that provides panic button functionality to your hotel staff on MOP-enabled mobile devices. With written notice, we may mandate subscription to the MOP system or a similar system and supplier in the future, by updating System Standards.

Intranet Portal. We will provide access to a proprietary company intranet where you can access brand specific information, including System Standards and corporate communications specific to Chain and WHR initiatives. We will offer tools to help support your business including site reporting, industry reporting, bill payment, marketing, Global Sales, Loyalty and Revenue Management resources as well as access to ratings and reviews, and corporate information. We may, in the future, charge a fee for the support and maintenance of this service.

Other Obligations. You must offer wireless high speed Internet access in all guest rooms, meetings rooms, and public areas at the Facility.

We offer, as an option, support for a WIFI solution called Wyndham WIFI. If you choose to participate you will sign an agreement with a third-party vendor for equipment and installation of

the WIFI solution and an agreement with us for support under our Hotel Connectivity Solutions Support Agreement. See Item 6 and Exhibit C-8.

Confidential Standards of Operation and Design Manual

We will provide you with access to the Standards of Operation and Design Manual and any other manuals for franchisees which contain specifications for the construction or renovation and operation of the Facility under the System. The Wyndham Rewards Front Desk Guide is a System Standard. These Manuals and System Standards may be amended. The table of contents of the Manual consisting of 267 pages is attached in Exhibit F. (Franchise Agreement – Sections 4.5, 4.6, 4.7)

Training

WHR's hospitality operations training team offers a variety of mandatory and optional training programs, workshops, online training and other training resources.

All personnel employed at your Facility in those positions we designate to receive training must attend and successfully complete our initial training program and other training programs we may require. These programs and their fees are described below. In addition, you are responsible for your employees' travel, lodging and meal expenses and wages while attending any training program. (Franchise Agreement – Section 4.1)

Training Administration. We maintain a staff of field-based training professionals who conduct training regionally and at the hotel level. Each of these trainers has an operational training and/or human resources background with us and/or with other hotel companies. We also draw upon the experience of other officers and employees of us and the Lodging Affiliates in conducting training.

General Manager Certification. We will provide training to your general manager in our Hospitality Management Program ("HMP" or the "Program"). This training will be approximately 5 days long. It is held in our corporate offices in Parsippany, NJ, as well as at locations local to our corporate offices or central locations in North America. In the event we are unable to provide in-person training due to federal, state, or local restrictions, we may, at our option, provide virtual training under the same format as our in-person training. PowerPoint presentations, participant manuals and additional content driven handouts are utilized during the training. We reserve the right to require the General Manager of your hotel to recertify by attending General Manager Certification training (currently known as HMP), every eight years at the then current tuition.
If we do not offer the Hospitality Management Program training within the specified time period, required attendees must complete the next available program.

- Initial general manager: no later than 90 days after the Facility's Opening Date;
- Replacement general manager: no later than 90 days after he/she assumes responsibility as a general manager; and
- If you own more than one Chain Facility, you must send your initial and any replacement general manager from each Facility to training.

The tuition fee is $2,250 for in person training, if the initial general manager attends and

successfully completes this mandatory training program and all related components to our satisfaction within the timeframe noted above. If the general manager does not attend training as required, you must pay the initial tuition in addition to the tuition then in effect at the time of your general manager's attendance. Additional employees of the Facility may attend HMP with your general manager at a tuition fee of $1,400 per attendee. You are responsible for all travel, lodging and meal expenses for you and your attendees. We may choose to offer HMP in a virtual format, for a discounted fee not to exceed $1,500.

Human Trafficking Prevention Training. In addition to HMP Training, each general manager is required to take our Human Trafficking Prevention Training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. Your general manager must complete the course biennially, within two calendar years from the last completed training. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. If your general manager plans to receive similar human trafficking prevention training from a third party, the course must be pre-approved if you wish for it to satisfy this requirement. In addition, your general manager must certify on a biennial basis that he or she has trained or caused the training of hotel staff in human trafficking prevention. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's Intranet Portal.

Count on Us Training. In addition to HMP Training, each general manager is required to take our Count on Us training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. In addition, all team members must complete the required trainings focused on Count on Us included in the Introduction and Overview as well as the Count on Me Certification and Safe Stay Guidelines. In Room Attendants are also required to complete the Public Space and Guest Room Cleaning, Laundry Procedures and Room Attendant Safety trainings. If your Facility provides food service, all applicable team members must complete the Food Service training. Your general manager must certify the training has been completed. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's Intranet Portal.

Opening Training. Franchisees of new construction hotels w are required to participate in Opening Training. We may also require franchisees of conversion hotels to participate in Opening Training if the hotel is required to complete an architectural PIP. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. The duration and fee for this training is dependent on the size of your Facility as follows: $750 for 0-50 rooms (1 day), $2,250 for 51-200 rooms (up to 3 days) and $3,750 for 200+ rooms (up to 5 days), plus travel, lodging and meal expenses of the facilitator. Training topics include Count on Me service culture, Housekeeping, Front Desk, and Wyndham Hotels & Resorts Tools and Resources.

Wyndham Connections. Franchisees of new construction hotels who have not previously owned a Chain Facility or any hotel licensed by the Lodging Affiliates are required to participate in our Wyndham Connections owner training. We may also require franchisees of conversion hotels who meet the above criteria to participate in Wyndham Connections owner training if the hotel is

required to complete an architectural PIP. This training will cover topics including: Design and Construction, Brand Standards, Global Sales, and Revenue Management. There is no fee for the first attendee of the program which may run for up to 3 days; however you will be responsible for your travel, lodging and meal expenses. You may choose to send additional attendees for a charge of $1,000 each.

In 2022, we plan to offer HMP training approximately 10 times and Wyndham Connections 2 times, spread out over the year, in either our corporate offices in Parsippany, NJ, a location local to our corporate offices, or at central locations in North America. We reserve the right to require attendance (i) at specific locations based on the region in which the Facility is located or (ii) at our option should circumstances require it, virtually. Human Trafficking Prevention Training and Count on Us Training are available online at any time via Wyndham University and our Intranet Portal. Opening Training will be conducted at each Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. Required attendees must complete all training components to our satisfaction, (including any pre-course activities or related diagnostic assessments) as outlined below unless stated otherwise in the Franchise Agreement. Tuition for these programs is subject to increase and are non-refundable.

The charts below show a summary of these programs as they existed on December 31, 2021.

TRAINING PROGRAM

HOSPITALITY MANAGEMENT PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Organization and Brand Overview	5 hours	None	Corporate designated location
Sales and Marketing Management	4 hours	None	Corporate designated location
Revenue Management and Tools	5 hours	None	Corporate designated location
Customer Experience / Quality Assurance	4 hours	None	Corporate designated location
Property Operations and Tools	6 hours	None	Corporate designated location
Leadership and People Management	5 hours	None	Corporate designated location

HUMAN TRAFFICKING PREVENTION TRAINING			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Human Trafficking Prevention - detection, prevention, and assistance	1 hour	N/A	Virtual

COUNT ON US			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Introduction and Overview	15 Minutes	0	Virtual
Public Space and Guest Room Cleaning, Laundry Procedures and Room Attendant Safety	48 Minutes	0	Virtual
Count on Me Certification, Safe Stay Guidelines	90 Minutes	0	Virtual
Food Service (If applicable): Personal Hygiene and Service	15 Minutes	0	Virtual

OPENING TRAINING			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Count on Me Certification, Housekeeping, Front Desk, WHR Tools including; MyPortal, Electronic Payment Tool, Medallia, and STR reports	Dependent on Days of Training: 8 – 40 hours	Dependent on Days of Training: Up to 30 hours	Your Facility

WYNDHAM CONNECTIONS TRAINING			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Design and Construction, Brand Standards, Global Sales, Revenue Management	Up to 24 hours of classroom training	N/A	Corporate designated location

Notes:

The hospitality industry experience of the learning team staff ranges from 1 to 43 years, with an average (mean) of 29 years. Their experience with WHR, its predecessors, the Lodging Affiliates and us ranges from 1 to 35 years, with an average (mean) of 19 years.

Remedial Training. We may require you, your GM and/or Facility staff to participate in a remedial customer experience assessment or training if the Facility receives (i) a "D" or "F" (or equivalent score) on a quality assurance inspection, (ii) a score of 6.0 (or then equivalent score) or below in consumer feedback responses, (iii) experiences significant complaints to our Customer Care Department, as determined by us in our sole discretion, or (iv) if at the time of the Facility's first post-opening Quality Assurance inspection, the Facility receives a failure rating on guest room cleanliness or an average service score of "D" or "F" (or equivalent score). The assessment or training may take the form of an online tutorial for a fee of up to $250, or depending on need, a one-to-two-day, remedial class on housekeeping for an additional fee of up to $1,250, which may be offered at our corporate offices, at a regional location, or at the Facility. If the assessment or training is conducted at the Facility, you must provide complimentary lodging for our representative. Fees are subject to change by modifying System Standards.

Product Quality Training. For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional onsite training that can range from 1-10 days and cost between $1,500 - $5,000, plus the cost of travel and lodging for our instructor(s). Fees are subject to change by modifying System Standards.

Continuing Education. We will provide a comprehensive curriculum of hotel operations training. This training is available to all hotel team members and delivered in the form of live workshops, webinars, playbacks, online courses, videos, job aids, checklists, discounts to industry memberships/certifications, etc. Training topics include Guest Loyalty, Hotel Culture, Guest Service, Leadership/People Management, Quality, Revenue Management/Generation, Sales/Marketing, Financial Management, Reputation Management, Food and Beverage, Social Responsibility, Hospitality Law, Hotel Systems (keystroke and best practices) and more.

The cost of ongoing learning and development support for your entire hotel team is $1,200 per year. This fee includes (i) the tuition for two (2) regional workshops, (ii) access to Wyndham University, WHR's learning management system, for your entire hotel team and (iii) service culture support and training materials.

Optional Customized Training. At your request, we may provide customized training for your front desk, restaurant, reservations, housekeeping, engineering, and/or other operations employees. We will determine the number of facilitators and the length and content of the training based on our assessments of your requested training. The cost of any training starts at $750 per day (up to 8 hours, whether on-site or virtual), plus travel and lodging expenses for the facilitator(s) if you opt to have the training held on-site at the Facility. Final cost is dependent on the type of training, time and resources required.

Wyndham Rewards Training. All facilities must participate in a training program on our customer loyalty program, Wyndham Rewards. All managers must complete a manager specific web-based training and all front desk associates must complete a general web-based training.

Conferences. We require general managers to attend an annual national leadership conference. The national leadership conference will typically be held every 12 to 18 months and may be included as part of a WHR multi-brand conference. Costs for these conferences are determined annually and billed back to you even if you do not attend the conference.

Regional Meetings. Certain personnel employed at the Facility may be required to attend periodic meetings held to address matters of general interest to the System. We will establish the locations where these programs are offered. If you participate in any of these programs, you must pay any tuition we establish for the program as well as the travel, lodging and meal expenses and wages for your personnel attending it.

No-Show and Cancellation Policy. If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a No-Show Fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, we may charge you a Cancellation Fee of up to 50% of the tuition for the program. No-Show and Cancellation Fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional No-Show or Cancellation Fees for continued failures by you.

ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or manage, or from other channels of distribution or competitive brands that we control. This may include transient lodging facilities, timeshare resorts, vacation or residence clubs, fractional ownership residences, condominiums or the like which are owned, managed or franchised by our current or former affiliates or by companies or brands we or our affiliates acquire. These competitive outlets could be adjacent, adjoining or proximate to your Chain Facility. You will be assigned a "Protected Territory" under Section 2 of the Franchise Agreement in which we will not own, operate or manage another Chain Facility without your consent. We will not grant any additional franchises for a Chain Facility in the Protected Territory after you execute your Franchise Agreement with us. Any Chain Facility located within the Protected Territory when your Franchise Agreement becomes effective may have its franchise renewed or reissued, expanded for additional guest rooms or, if its franchise terminates or is not renewed, replaced with a replacement Chain Facility having not more than 120% of the guest rooms of the replaced Chain Facility, located within the same trading area.

We will negotiate the Protected Territory with you before you sign the Franchise Agreement. These negotiations will take into account one or more of the following: the nature of the market your Facility will serve (urban/suburban/rural); population density; demographics; natural travel boundaries (such as rivers or impassable lands); what public and private facilities, if any, will generate lodging demand for your Facility (including airports, highways, sports, recreation and entertainment venues, colleges, military bases, tourist attractions, hospitals, shopping malls and commercial and industrial activities); the "seasonal" versus year round nature of anticipated

occupancy of your Facility; the weekend versus weekday anticipated occupancy of your Facility; and other variables. The Protected Territory may be defined as a radius from the door of the Facility or an irregular area bound by one or more highways, streets, governmental jurisdiction boundaries or natural boundaries, or by latitude and longitude and described in words, depicted on a map or both. In any case, your Protected Territory will be described in Section 2 of the Franchise Agreement. There is no minimum Protected Territory that we offer.

We may own, operate, lease, manage or license Chain Facilities anywhere outside of the Protected Territory without restriction or obligation, even if they compete with your Facility. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory.

Continuation of your territorial rights does not depend upon whether you achieve certain sales volumes, market penetration or other contingencies. We may operate, lease, manage, or license any other party to operate a Chain Facility in the Protected Territory beginning (a) six months before the expiration of the Franchise Agreement, or (b) as of the date that a date for the premature termination of the Franchise Agreement has been confirmed in writing by us. During the term of your Franchise Agreement, neither you nor your owners, officers or directors may own, lease, manage or franchise a timeshare resort, vacation or residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares directly or indirectly, any common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. You are also prohibited from promoting a different or competing business, including advertising hotels other than Chain Facilities or those of the Lodging Affiliates, and advertising any timeshare or vacation ownership resort not affiliated with us or our current and former affiliates. If you breach this obligation, we may terminate your Protected Territory. Your Protected Territory may be impacted upon a Notice of Condemnation. We have no other rights to modify your Protected Territory during the term of your Franchise Agreement.

We grant you a franchise to operate a Chain Facility only for a specific location we approve. Relocation of a Facility or the establishment of additional Chain Facilities is subject to our usual application procedures and requires the execution of additional Franchise Agreements. Franchisees are not usually granted options, rights of first refusal or similar rights to acquire additional Chain Facilities in their trading area.

We will not restrict you or any other franchisee from soliciting or accepting guest reservations from inside or outside of your Protected Territory, including through telemarketing, direct mail, online marketing, or other means, providing that you comply with applicable law. However, the Facility must not book reservations through any electronic reservation system, booking engine or other channel other than our CRS or through approved consumer website(s) or third-party distribution sites unless permitted under our System Standards or with our prior written consent. You will be required to participate in Chain marketing programs in which you make a commitment to serve guests according to the terms of the programs.

There are no restrictions on us or our affiliates soliciting or accepting reservations from guests residing in your Protected Territory on behalf of you and other Chain Facilities, and we reserve the right to continue to do so using the Marks. This may include through our toll-free reservation number, our consumer website, electronic or direct mail, or other means.

Our affiliates may own, manage or franchise in your trading area under their service marks described in Item 1 (other than the Marks) (i) transient lodging facilities, or (ii) timeshare resorts, vacation or residence clubs, fractional ownership residences, condominiums, apartment buildings or the like. As of December 31, 2021, except for certain Baymont, La Quinta, Wyndham Grand, Wyndham, and Wyndham Garden properties, all of our and the Lodging Affiliates' transient lodging facilities in the United States are franchised. WHR or Wyndham Hotel Group may acquire additional hotel chains in the future which have company owned/operated or franchised properties in your trading area. Any conflicts between you and us regarding territory, customers and our support will be resolved under the Franchise Agreement. We have no procedure for resolving conflicts between you and franchisees of other brands. However, any resolution of any conflicts regarding territory, customers or support services will be entirely within our discretion.

In addition, we provide information about and book reservations for hotels franchised by the Lodging Affiliates through CRS, toll-free reservation numbers or consumer website(s). You will receive no compensation for sales through our distribution channels, unless we make a reservation on your behalf, in which case, you will receive the revenue from the reservation. However, we will prioritize Chain Facilities over the other hotels in a destination if there is room availability at Chain Facilities, they meet the guest's search criteria, including closest proximity to a point of reference or point of interest, and they are not in default under their Franchise Agreement. The Lodging Affiliates have reciprocal programs for booking reservations at Chain Facilities. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

ITEM 13. TRADEMARKS

We will grant you the right to operate your Facility under the Marks (defined below), "Baymont®", or "Baymont Inn & Suites®" in conjunction with the "by Wyndham" designation, or any new ones which are included in the System. We may ask or permit you to utilize a secondary designation with the licensed Mark for the Facility.

The following service marks (the "Marks") are registered on the principal register of the United States Patent and Trademark Office. Affidavits of use and renewal applications have been filed as required by law.

Mark	Registration No.	Registration Date
BAYMONT	2,258,085	June 29, 1999
BAYMONT INN	2,286,567	October 12, 1999
BAYMONT INN	2,307,473	January 11, 2000
BAYMONT INN & SUITES	3,997,943	July 19, 2011
BAYMONT INN & SUITES	2,399,770	October 31, 2000

Mark	Registration No.	Registration Date
	2,309,146	January 18, 2000
	3,232,172	April 24, 2007
	3,226,449	October 4, 2007
	3,172962	November 21, 2006
BAYMONT BY WYNDHAM	5,603,330	November 6, 2018
	5,603,344	November 6, 2018
BAYMONT INN & SUITES BY WYNDHAM	5,619,141	November 27, 2018

The "Baymont by Wyndham" and "Baymont Inn & Suites by Wyndham" Marks are jointly owned by us and Wyndham Hotels and Resorts, LLC[1], a WHR subsidiary. The other above Marks are owned by us. The Trademark License Agreement between Wyndham Hotels and Resorts, LLC, and us to use the "by Wyndham" designation has a term which extends until March 31, 2043. We are required under the Trademark License Agreement to ensure that all Facilities utilizing the Mark meet our quality assurance standards.

Except as described above, there are no other agreements that currently limit our right to use or license the Marks in a manner material to the franchise.

Your right to use the Marks and any other symbols, logos, insignia, trademarks or service marks developed for or with your Baymont hotel is derived solely from the Franchise Agreement and is limited to the conduct of business under and in compliance with the Franchise Agreement and all applicable specifications, standards and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of the Marks by you will constitute an infringement of our rights in and to the Marks. You may not use the Marks in your corporate name, partnership name, tradename, name of any business entity, legal name, social media profile or handle name, or in any Internet address or domain used to identify a site on the Internet unless otherwise approved by us, but you may use a Mark in an assumed business or trade name filing, provided such filing is the full name of the property, including any secondary designation as set forth in the Franchise Agreement. You must cooperate to provide us with documents or other evidence

[1] References to Wyndham Hotels and Resorts, LLC in this Item 13 mean the owner of the "Wyndham" family of trademarks and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. As between us, we and our affiliates own all rights in the Marks and associated goodwill. You may not contest our or their interest in the Marks, or assist anyone else to do so.

You must promptly notify us of any unauthorized use of the Marks or marks that are confusingly similar to the Marks. You must notify us of any challenge to your right to use, or the ownership of, the Marks. We alone have the right to control any proceeding or litigation involving the Marks, including any settlement. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses (defined in Appendix A of the Franchise Agreement), you incur in any action or claim alleging that your proper use of the Marks is an infringement of a third party's rights to any trademark, service mark or trade name (Franchise Agreement – Section 8.3). You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

We may substitute different marks for, or modify the current Marks if the current Marks can no longer be used, or if we determine in our sole discretion that the substitution or modification will be beneficial to the System. If we transfer our rights under the Franchise Agreement, we may also require the purchaser to substitute different names or marks in connection with the continued operation of the business. In either case, you may be required, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute names, marks or other identifying symbols.

There are no currently effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending material infringement, opposition or cancellation actions; nor any pending material federal or state court litigation involving the Marks other than as may be stated in this Disclosure Document. We are aware of non-material, unauthorized use of one or more of the Marks as part of third-party domain names. We are not aware of superior prior rights or infringing uses of the Marks that could materially affect your use of them.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no issued patents or patent applications that, as of the date of this Disclosure Document, are material to the franchise or part of your Franchise Agreement. We claim copyright protection in all copyrightable materials developed for our business, including the System Standards, Manual, videos, training materials, marketing materials (including all advertising and promotional

materials), architectural drawings, building designs, interior design manuals and guidelines, proprietary fabrics, artwork and furnishings, logos, and business and marketing plans, whether or not registered with the U.S. Copyright Office ("Copyrighted Materials").

Under the Franchise Agreement, we may revise the System Standards and you must comply with those changes.

We have agreements with Sabre and Oracle as our PMS technology partners, under which they offer cloud-based solutions for property management. We will license to you the right to use the SynXis or OPERA PMS for the term of your Franchise Agreement, subject to obsolescence or any other early termination of your MITA. We can license or sublicense each PMS to you under our contractual arrangements with Sabre and Oracle. Limitations on the use of the SynXis and OPERA PMS are described in Exhibit C-2.

You must take all appropriate actions to preserve the confidentiality of our trade secrets, our other information not generally known to the lodging industry, or other information we otherwise impart to you or your representatives in confidence, including the Manual and other documents (the "Confidential Information"). Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alternation of the source code of this software). You will use Confidential Information only for the Facility and to perform under your Franchise Agreement. We will respond to any inquiry from you about continued protection of Confidential Information.

All Copyrighted Materials and Confidential Information are owned exclusively by us. Your right to use Copyrighted Materials and Confidential Information is derived solely from the Franchise Agreement and is limited to the conduct of the business under and in compliance with the Franchise Agreement and all applicable specifications, standards, and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of our Copyrighted Materials or any unauthorized use or disclosure of Confidential Information will constitute an infringement of our rights in and to the Copyrighted Materials and Confidential Information.

There is currently no litigation pending involving the Copyrighted Materials or Confidential Information. We do not know of any effective material determinations of the U.S. Copyright Office or any court regarding any of the Copyrighted Materials or Confidential Information. There are no agreements in effect that significantly limit our right to use or license the Copyrighted Materials or Confidential Information.

You must notify us promptly of (i) any adverse or infringing uses of the Copyrighted Materials, Confidential Information or other System intellectual property, or (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility, or any other

suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, you incur in any action or claim alleging that your proper use of the System and any property we license to you, including the Copyrighted Materials or Confidential Information, is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name for as long as the Franchise Agreement is in full force and effect. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

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

You do not have to participate personally in the direct operation of your Facility although we recommend that you do so. If you do not personally manage the Facility, you must hire a management company or individual manager with significant training and experience in general management of similar lodging facilities to manage the Facility. The manager must successfully complete our training program. You are solely responsible for all employment decisions for your Facility, including recruitment, hiring, firing, scheduling, remuneration, personnel policies, training, benefits, safety, security, supervision, discipline and termination, regardless of whether you received advice from us on any of these subjects. The management company or individual manager does not have to own an equity interest in the franchisee or the Facility.

We reserve the right to require you to retain a third-party manager or management company approved by us if you do not have significant experience managing a hotel, or are receiving a Development Incentive (see Item 10). If we require you to retain a third-party manager or management company, we reserve the right to approve any management agreement between the owner and any approved management company.

You, or your manager/management company, must not divert any business of customer of the Facility to any competitor, or do any other act which may cause harm to the goodwill associated with the Marks and the Chain.

If you are an entity, your owners, general partners, or controlling shareholders or members must guarantee your obligations under the Franchise Agreement. If you or the owners of the Facility are located in a community property or tenancy by the entirety – no severance state, your owners' spouses must also sign the guaranty. We may make exceptions to the obligation to provide a guaranty when business circumstances warrant.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may not offer goods or services in your Facility that we do not authorize. You must operate the Facility in strict conformity with the standards we specify in the Franchise Agreement, our Manual,

or otherwise.

You must use the Facility premises solely for the operation of a Chain Facility. You may not share the Facility's swimming pool (if any), front desk, telephone system, parking lot and other guest service facilities with another lodging or housing facility. You may not develop or operate a timeshare or vacation ownership resort that is integrated into, or that shares amenities or services with, the Facility without our advance written consent. You may not use the Facility for gaming purposes without our consent or install any electronic or video games, vending machines or similar items that we have not approved. You may not permit any activity at the Facility which would negatively impact the goodwill of the System.

You may not provide any guest service or offer any product except as described in the Manual or otherwise in writing, and you must offer all System-wide products, services and programs we establish or that we determine to be in the best interest of the System. These may include guest-accessible high speed Internet service, guest recognition programs such as "Wyndham Rewards," complimentary services for senior citizens, children, veterans and frequent guests, travel agent and other programs.

We may add to or modify any of the programs, products or services we require you to offer, and you must comply with the changes we adopt. There are no contractual limitations on the frequency and cost of your obligation to adopt our changes.

You must participate in our Best Rate Guarantee program and may not make available room rates through any publicly available channel which are lower than the rates you offer through our brand channels.

We grant this franchise only for the number of guest rooms specified in the Franchise Agreement. You may not change the number of guest rooms or make other structural changes to the Facility without our advance written consent.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Franchise Agreement	Section in MITA Agreement	Section in Signature Reservation Service Agreement	Summary
a. Length of the franchise term	5	13; SynXis Schedule 8; Oracle Schedule 7; MOP	2.	20 years, beginning on the first day of the month after the Opening Date of the Facility; right to use PMS Software, CRISP Services, HTCS Services and Signature Reservation Service are concurrent with the

Provision	Section in Franchise Agreement	Section in MITA Agreement	Section in Signature Reservation Service Agreement	Summary
		Schedule 7.1		franchise under the Franchise Agreement, subject to early termination for obsolescence or any other basis for early termination. We may extend the Term to 25 years to satisfy SBA lending standards if your lender requires.
b. Renewal or extension of the term	5	Not Applicable	Not Applicable	No renewal or extension rights.
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable	Not Applicable	If we and you elect to renew the franchise, you must (i) sign our then in effect Franchise Agreement, which may have materially different terms and conditions than your original Franchise Agreement, and (ii) pay the then in effect Relicense Fee, which is currently calculated under the same formula as the Initial Fee.
d. Termination by franchisee	11.3	13.1, 13.3; MOP Schedule 7.2	Not Applicable	You may terminate if the Facility suffers a casualty or is condemned; certain notice periods must be observed. If the Facility is taken by the condemning authority before the end of the notice period, you must pay us your average daily Recurring Fees for the number of days remaining in the notice period. You may terminate MOP with 30 days' notice. If we grant you a Franchise Agreement with a 25-year term, you can terminate without cause after 20 years. Any provision regarding termination in the Franchise Agreement is subject to state law.
e. Termination by franchisor without cause	Not Applicable	13.2; MOP Schedule 7.2	Not Applicable	We may terminate the MITA and its Schedules for convenience upon 60 days' advance notice. If we grant you a Franchise Agreement with a 25-year term, we can terminate without cause after 20 years.

Provision	Section in Franchise Agreement	Section in MITA Agreement	Section in Signature Reservation Service Agreement	Summary
f. Termination by franchisor with cause	11.2, 17.1, Schedule D	13.2, 13.3	Not Applicable	We may terminate if you default, fail to meet improvement deadlines or provide the Certification, certain events occur, or a material term of the Franchise Agreement is held invalid. We may terminate the MITA and its Schedules for breach.
g. "Cause" defined – curable defaults	11.1, Schedule D	13.2	Not Applicable	10 days to cure monetary, reporting and confidentiality defaults; 30 days to cure other breaches of the Franchise Agreement; Quality Assurance defaults must cure within 90 days if written plan approved and 30 day cure is not feasible.
h. "Cause" defined – non-curable defaults	11.2, 17.1, Schedule D	13.2	Not Applicable	You discontinue operation, lose possession or the right to possession of the Facility, you maintain false books, fail to pay debts, misstate or omit a material fact, default twice in one year, contest the marks, act or fail to act in a manner that could be injurious or prejudicial to the goodwill of the Marks, an unauthorized transfer occurs, guest health or safety is endangered, a receivership occurs.
i. Franchisee's obligations on termination/ nonrenewal	12, 13, 15.4	13.5,15.9, 15.16	Not Applicable	Complete de-identification, return Manual, pay fees and liquidated damages, repay any Development Incentive loan, honor reservations. Right to use property management systems immediately ceases.
j. Assignment of contract by franchisor	10	15.14	7.	No restriction on assignments and subcontracts by us, no new obligations to you after we notify you of the assignment.
k. "Transfer" by franchisee – defined	9, Appendix A	4.1, 13.2; SynXis Schedule 4.1, Attachment 4.1; Oracle Schedule 4.1;	Not Applicable	Sale or lease of Facility, change in majority equity ownership, new general partner, public tender offer.

Provision	Section in Franchise Agreement	Section in MITA Agreement	Section in Signature Reservation Service Agreement	Summary
		MOP Schedule 4.1		
l. Franchisor approval of transfer by franchisee	9	Not Applicable	Not Applicable	We have the right to approve all Transfers and qualify all transferees in our sole discretion.
m. Conditions for franchisor approval of a transfer	9.3	Not Applicable	Not Applicable	Transferee must submit application, pay Relicense and Application Fee, sign new form Franchise Agreement, and improve Facility to meet standards for conversion facilities entering the Chain. You and your owners sign general releases unless restricted by law. You may be obligated to repay a Development Incentive loan or other benefit unless we consent to the transferee assuming the repayment obligation. See Item 10.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable	Not Applicable	Not Applicable
p. Death or disability of franchisee	9.4, Appendix A	Not Applicable	Not Applicable	Your estate or guardian and their transferees are Permitted Transferees who submit an application and sign a new Franchise Agreement, but pay no Relicense or Application Fees and need not improve the Facility.
q. Non-competition covenants during the term of the franchise	2, 3.11	Not Applicable	Not Applicable	See Item 12

Provision	Section in Franchise Agreement	Section in MITA Agreement	Section in Signature Reservation Service Agreement	Summary
r. Non-competition covenants after the franchise terminates or expires	Not Applicable	Not Applicable	Not Applicable	Not Applicable
s. Modification of the Agreement [5]	4.5, 17.2, Schedule C	15.7; SynXis Schedule 2.2; Oracle Schedule 1.1	7.	System and Manual may be modified; No modifications unless in writing; System Assessment Fees, including fees listed in Schedule C, may change after consultation with the FAC and 30 days' written notice to you. We may modify certain Schedules of the Master Information Technology Agreement. Signature Reservation Service Agreement fees may be increased on 30 days' notice.
t. Integration/ merger clause	17.7.4	15.2	Not Applicable	Only the Franchise Agreement and representations included in this Franchise Disclosure Document are binding (subject to state law). Any other promises may not be enforceable. Notwithstanding the foregoing, no provision in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	17.6.2	15.15	3.	Disputes arising under the Franchise Agreement, the MITA and the Signature Reservation Service Agreement may be submitted to non-binding mediation.
v. Choice of forum	17.6.3	15.8	3.	Non-exclusive venue and jurisdiction in Morris County, New Jersey and U.S. District Court for New Jersey (subject to state law).
w. Choice of law	17.6.1	15.8	3.	New Jersey law applies, except New Jersey Franchise Practices Act does not apply to Facilities outside New Jersey (subject to state law).

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the sale of franchises.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

Lodging facilities report performance for a time period on the basis of Average Daily Room Rate ("ADR") (gross room revenue divided by the number of occupied guest rooms), "Occupancy Rate" (the percentage of available guest rooms actually occupied by guests), and "RevPAR" or gross room revenue per available room (Occupancy Rate multiplied by Average Daily Room Rate). Our Chain also reports on central reservation system activity, such as the percentage of gross room revenue generated from reservations booked through the central reservation system or by members of our loyalty program. In calculating gross room revenue in this Item 19, we take the price paid by the consumer for the room, after all discounts, credits and allowances, and subtract all applicable taxes.

The information contained in this Item 19 is a historic financial performance representation about our Chain's existing franchised Facilities in the United States (including the continental United States, Alaska, and Hawaii) and Canada.[1] The Chain Facilities included in the samples in this Item 19 do not differ materially from those of prospective franchisees to whom we may offer franchises under this Disclosure Document. All the Chain Facilities whose information is represented in this Item 19 were operated by franchisees during the time period reflected in this Item 19. This Item 19 contains financial performance representations relating to 2021. The financial performance representations do not include information from any Chain Facilities that were open on January 1, 2021 but left the System on or before December 31, 2021. During 2021, 21 franchised Chain Facilities left the System; one of the 21 Chain Facilities that left the System during 2021, was open in the System less than 12 months.

Some facilities have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Average and Median ADR, Occupancy Rate, and RevPAR[2]

The table below sets forth the average and median ADR, Occupancy Rate, and RevPAR for Qualified

[1] Revenue information from Canadian Facilities was converted into U.S. dollars based on the average OANDA exchange rate each month.

[2] If a Chain Facility changed ownership during the course of 2021, then the ADR, Occupancy Rate and RevPAR information contained in this section for the Facility is only reflected from the date of the subsequent owner's acquisition of the Facility through the end of the year.

Chain Facilities for the period from January 1, 2021 through December 31, 2021. "Qualified Chain Facilities" means those franchised Chain Facilities in the United States and Canada that opened before January 1, 2021, and achieved a "Comparable Social Review Score[3]." The total number of franchised Chain Facilities in the United States and Canada as of December 31, 2021 was 511. Of those 511 franchised Chain Facilities, 208 were Qualified Chain Facilities.

2021		Average Daily Room Rate				Occupancy Rate				RevPAR			
	# of Qualified Chain Facilities	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median
Total	208	$81.44	90	43.3%	$79.02	55.8%	103	49.5%	54.9%	$45.44	86	41.3%	$43.46

The information above was obtained from the monthly revenue reports of Chain Facilities submitted by franchisees and represents the most reliable information available to us. For any months in which Chain Facilities did not submit revenue reports, Occupancy Rate and ADR were computed based upon actual data sent to us each night by the Facility's property management system. You set your own room rates.

Central Reservation System and Wyndham Rewards Activity

The following section provides revenue contribution information for Chain Facilities from reservations generated by the Central Reservation System and the Wyndham Rewards loyalty program. The "Central Reservation System" means reservations processed via our and the Lodging Affiliates' call centers ("Call Centers"), our and the Lodging Affiliates' brand websites ("Brand Websites"), other electronic channels such as the global distribution systems ("GDS"), the Wyndham Rewards loyalty program, third party websites, and certain reservations by the Global Sales Organization. Reservations by Wyndham Rewards members were made through the Call centers, the Brand Websites, other electronic channels and directly with Chain Facilities. Contribution information is reported to us by all franchised Chain Facilities in the System.[4]

The following table sets forth "Central Reservation System Contribution" and "Wyndham Rewards Contribution" for all 511 Chain Facilities operated by franchisees in the United States and Canada that were part of the System as of December 31, 2021 (the "Contribution Group"). The Central Reservation System Contribution is calculated by dividing the gross room revenue from reservations generated by the Central Reservation System (including by Wyndham Rewards members) at the Contribution Group from January 1, 2021 through December 31, 2021[5] by all gross room revenue at the Contribution Group from the same period, expressed as a percentage.

[3] A "Comparable Social Review Score" means that, during the course of 2021, a Chain Facility (i) received at least ten total reviews via Medallia, which aggregates reviews from Tripadvisor, major online travel agencies, and other online social review sites, and (ii) achieved an average score from such reviews of 3.5 or above (out of a possible maximum score of 5.0).

[4] If a Chain Facility was operated pursuant to an agreement with one of the Lodging Affiliates on January 1, 2021 but converted to our Chain during 2021, then the totals in this section include contribution information for that Chain Facility for all of 2021.

[5] As used in this paragraph, reservations in 2021 include room nights from stays with an arrival between January 1, 2021 and December 31, 2021. For greater clarity, these reservations may include room nights after December 31, 2021, provided the first night of occupancy for such stays occurred on or before December 31, 2021.

The Wyndham Rewards Contribution is calculated by dividing the gross room revenue from reservations generated by members of the Wyndham Rewards loyalty program at the Contribution Group from January 1, 2021 through December 31, 2021 by all gross room revenue at the Contribution Group from the same period, expressed as a percentage.

2021 Contribution		Total Central Reservation System				Wyndham Rewards (included in Total)			
	# of Chain Facilities	Average	# Meeting or Exceeding Avg.	% Meeting or Exceeding	Median	Average	# Meeting or Exceeding Avg.	% Meeting or Exceeding	Median
Total	511	75.8%	265	51.9%	76.5%	49.7%	267	52.3%	50.2%

We have written substantiation for the historical performance representations contained in this Item 19, which we will make available to you upon reasonable request. We will not disclose the performance data of a specific Chain Facility and its identity without the franchisee's prior written consent.

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing or former outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Paul F. Cash, Executive Vice President and General Counsel, Baymont Franchise Systems, Inc., 22 Sylvan Way, Parsippany, NJ 07054, (973) 753-6333; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION[1]

Table No. 1
Systemwide Outlet
Summary
For years 2019 to 2021 (U.S. Only)

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	508	521	13
	2020	521	513	-8
	2021	513	506	-7
	2019	1	0	-1

[1] For purposes of this Item 20, U.S. includes the continental United States, Alaska, Hawaii, and Puerto Rico.

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Managed[2]	2020	0	0	0
	2021	0	1	1
Company-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2019	**509**	**521**	**12**
	2020	**521**	**513**	**-8**
	2021	**513**	**507**	**-6**

Table No. 2[3]
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2019 to 2021 (U.S. Only)

Column 1 State[4]	Column 2 Year	Column 3 Number of Transfers
Alabama	2019	1
	2020	1
	2021	0
Arizona	2019	1
	2020	0
	2021	0
California	2019	3
	2020	1
	2021	0
Colorado	2019	3
	2020	0
	2021	1
Connecticut	2019	0
	2020	0

[2] Managed facilities are operated pursuant to a Management Agreement between an affiliate of ours and the owner of the facility. Franchised facilities are independently owned and operated.
[3] Excluded from this table were any (i) assignments by initial franchisees to affiliated entities using our Assignment and Assumption Agreement form, and (ii) temporary operating agreements with financial institutions and agreements with receivers.
[4] If a state is not listed in the above table, there were not any Baymont facilities transferred in those states either as of the start or end of the years listed in the table.

Column 1 State[4]	Column 2 Year	Column 3 Number of Transfers
	2021	1
Delaware	2019	1
	2020	0
	2021	0
Florida	2019	2
	2020	0
	2021	2
Georgia	2019	4
	2020	2
	2021	3
Illinois	2019	2
	2020	3
	2021	1
Indiana	2019	3
	2020	3
	2021	4
Iowa	2019	1
	2020	0
	2021	1
Kansas	2019	2
	2020	1
	2021	0
Kentucky	2019	2
	2020	0
	2021	0
Michigan	2019	2
	2020	0
	2021	0
Minnesota	2019	0
	2020	0
	2021	1
Mississippi	2019	1
	2020	0
	2021	1
Missouri	2019	2

Column 1 State[4]	Column 2 Year	Column 3 Number of Transfers
	2020	0
	2021	1
Nevada	2019	1
	2020	0
	2021	1
New York	2019	1
	2020	0
	2021	0
North Carolina	2019	0
	2020	0
	2021	2
Ohio	2019	3
	2020	3
	2021	3
Oklahoma	2019	1
	2020	0
	2021	0
South Carolina	2019	2
	2020	2
	2021	1
South Dakota	2019	0
	2020	1
	2021	0
Tennessee	2019	3
	2020	0
	2021	1
Texas	2019	2
	2020	0
	2021	0
Virginia	2019	0
	2020	1
	2021	0
Washington	2019	2
	2020	0
	2021	0

Column 1 State[4]	Column 2 Year	Column 3 Number of Transfers
Wisconsin	2019	2
	2020	0
	2021	1
Wyoming	2019	1
	2020	0
	2021	0
Total	**2019**	**48**
	2020	**18**
	2021	**25**

Table No. 3(a)[5]
Status of Franchised Outlets
For Years 2019 to 2021 (U.S. Only)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State[6]	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminat-ions**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations-Other Reasons**	**Outlets at End of the Year**
Alabama	2019	14	0	0	0	0	2	12
	2020	12	1	0	0	0	2	11
	2021	11	0	0	0	0	2	9
Arizona	2019	6	1	0	0	0	0	7
	2020	7	0	0	0	0	1	6
	2021	6	1	0	0	0	1	6
Arkansas	2019	7	2	0	0	0	2	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
California	2019	12	2	0	0	0	1	13
	2020	13	0	0	0	0	2	11
	2021	11	1	0	0	0	1	11
Colorado	2019	11	2	0	0	0	1	12
	2020	12	0	0	0	0	1	11
	2021	11	0	0	0	0	0	11

[5] The numbers in Columns 5 and 8 do not include any franchises which were terminated for any reason before the Facility opened as part of our System.
[6] If a state is not listed in the above table, there were not any franchised Baymont facilities located in those states either as of the start or end of the years listed in the table and no franchised Baymont facilities were opened in those states during these years.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State[6]	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Connecticut	2019	4	0	1	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	1	3
Delaware	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	23	0	0	0	0	0	23
	2020	23	2	0	0	0	4	21
	2021	21	1	0	0	0	1	21
Georgia	2019	39	1	0	0	0	1	39
	2020	39	2	0	0	0	1	40
	2021	40	0	0	0	0	0	40
Idaho	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Illinois	2019	26	3	0	0	0	1	28
	2020	28	0	0	0	0	0	28
	2021	28	0	0	0	0	0	28
Indiana	2019	30	1	0	0	0	0	31
	2020	31	0	0	0	0	4	27
	2021	27	0	0	0	0	1	26
Iowa	2019	17	0	1	0	0	0	16
	2020	16	0	0	0	0	3	13
	2021	13	1	0	0	0	0	14
Kansas	2019	7	0	0	0	0	0	7
	2020	7	1	0	0	0	0	8
	2021	8	1	0	0	0	0	9
Kentucky	2019	18	0	0	0	0	1	17
	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	1	16
Louisiana	2019	6	1	0	0	0	2	5
	2020	5	0	0	0	0	1	4
	2021	4	0	0	0	0	0	4
Maryland	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	1	1
Massachusetts	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Michigan	2019	38	2	0	0	0	1	39

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State[6]	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2020	39	0	0	0	0	0	39
	2021	39	0	0	0	0	0	39
Minnesota	2019	9	0	0	0	0	0	9
	2020	9	1	0	0	0	0	10
	2021	10	0	0	0	0	0	10
Mississippi	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	1	0	0	0	0	10
Missouri	2019	14	1	0	0	0	0	15
	2020	15	0	0	0	0	2	13
	2021	13	0	0	0	0	0	13
Montana	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Nebraska	2019	3	1	0	0	0	0	4
	2020	4	0	0	0	0	1	3
	2021	3	0	0	0	0	2	1
Nevada	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	1	2
New Hampshire	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New Jersey	2019	3	0	0	0	0	2	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
New Mexico	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
New York	2019	2	2	0	0	0	0	4
	2020	4	1	0	0	0	1	4
	2021	4	0	0	0	0	0	4
North Carolina	2019	24	2	0	0	0	3	23
	2020	23	0	1	0	0	0	22
	2021	22	1	0	0	0	2	21
North Dakota	2019	5	0	0	0	0	0	5
	2020	5	1	0	0	0	0	6
	2021	6	0	0	0	0	0	6
Ohio	2019	19	4	0	0	0	1	22
	2020	22	2	0	0	0	1	23

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State[6]	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2021	23	2	0	0	0	0	25
Oklahoma	2019	9	0	0	0	0	0	9
	2020	9	2	0	0	0	0	11
	2021	11	1	0	0	0	1	11
Oregon	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Pennsylvania	2019	4	1	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
South Carolina	2019	15	2	0	0	0	0	17
	2020	17	1	0	0	0	2	16
	2021	16	0	0	0	0	0	16
South Dakota	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
Tennessee	2019	24	1	0	0	0	0	25
	2020	25	1	0	0	0	1	25
	2021	25	0	0	0	0	0	25
Texas	2019	41	2	0	0	0	0	43
	2020	43	2	0	0	0	2	43
	2021	43	3	0	0	0	4	42
Utah	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	1	2
	2021	2	0	0	0	0	0	2
Vermont	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
Virginia	2019	7	0	0	0	0	1	6
	2020	6	2	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Washington	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	1	6
West Virginia	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Wisconsin	2019	19	2	0	0	0	0	21
	2020	21	2	0	0	0	1	22
	2021	22	1	0	0	0	1	22

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State[6]	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminat-ions**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations-Other Reasons**	**Outlets at End of the Year**
Wyoming	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Total	**2019**	**508**	**35**	**2**	**0**	**0**	**20**	**521**
	2020	**521**	**25**	**1**	**0**	**0**	**32**	**513**
	2021	**513**	**14**	**0**	**0**	**0**	**21**	**506**

Table No. 3(b)[7]
Status of Managed Outlets
For Years 2019 to 2021 (U.S. Only)

Column 1 State[8]	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Reacquired From Franchisee	Column 6 Outlet Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Tennessee	2019	1	0	0	0	1	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Texas	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
Total	**2019**	**1**	**0**	**0**	**0**	**1**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**1**	**0**	**0**	**0**	**1**

Table No. 4
Status of Company-Owned Outlets
For Years 2019 to 2021 (U.S. Only)

Column 1 State9	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
All States	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

[7] The numbers in Columns 5 and 8 do not include any franchises which were terminated for any reason before the Facility opened as part of our System.
[8] If a state is not listed in the above table, there were not any Baymont facilities located in those states either as of the start or end of the years listed in the table and no Baymont facilities were opened in those states during these years.
[9] If a state is not listed in the above table, there were not any Baymont facilities located in those states either as of the start or end of the years listed in the table and no Baymont facilities were opened in those states during these years.

Column 1 State9	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	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**

Table No. 5
Projected Openings as of December 31, 2021 (U.S. Only)

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	3	1	0
Arizona	0	1	0
California	3	1	0
Colorado	1	1	0
Florida	1	1	0
Georgia	2	1	0
Indiana	1	1	0
Kentucky	0	1	0
Louisiana	2	1	0
Maryland	0	1	0
Michigan	2	1	0
Mississippi	0	1	0
Missouri	4	1	0
Montana	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Jersey	0	1	0
New Mexico	1	1	0
New York	0	1	0
North Carolina	1	1	0
Ohio	2	1	0
Oklahoma	2	1	0
Oregon	0	1	0
Pennsylvania	2	1	0
South Carolina	0	1	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Tennessee	1	1	0
Texas	5	2	0
Virginia	2	1	0
Washington	0	1	0
Wyoming	1	1	0
Total	**36**	**31**	**0**

The name, address and telephone number of all franchisees in the United States as of December 31, 2021 are shown in Exhibit E-1. Included in Exhibit E-2 are the name, last known address and telephone number of the 21 franchisees in the United States who terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement from January 1, 2021 until December 31, 2021. There were no franchisees who did not communicate with us during the ten-week period preceding the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Baymont Chain. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As a standard practice, when we enter into settlement agreements with a franchisee or former franchisee, we require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us.

As described in greater detail in Item 11, we sponsor the Baymont franchisee association known as the Baymont Franchisee Advisory Council ("BIFAC"). Its address, telephone number and email address are:

Baymont Franchisee Advisory Council
c/o Baymont Franchise Systems, Inc.
22 Sylvan Way
Parsippany, New Jersey 07054
(973) 753- 7478
www.wyndhamhotels.com/baymont

ITEM 21. FINANCIAL STATEMENTS

Exhibit D includes the audited financial statements of Wyndham Hotels & Resorts, Inc. and its subsidiaries (the "Company"). These financial statements contain the consolidated balance sheets of the Company as of December 31, 2021 and 2020, and the related consolidated statements of income (loss), comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "financial statements").

WHR guarantees our performance; See Exhibit D for a copy of the guaranty. We file state specific guarantees of performance with the appropriate agencies in the states where our franchises are registered to be offered and sold.

ITEM 22. CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in the following exhibits to this Disclosure Document:

C-1 Franchise Agreement including ADA Certification Forms for New Construction Facilities (Pre-Construction and Post Construction); Guaranty; Initial Fee Note,; Development Incentive Note;; Assignment and Assumption Agreement; State Addenda and Franchise Application

C-2 Master Information Technology Agreement

C-3 Elavon Hosted Services Agreement for Hosted Gateway Services

C-4 Three Party Agreement, Request Form; Lender Notification Agreement, Request Form

C-5 Termination and Release Agreement

C-6 Signature Reservation Service Agreement

C-7 Hotel Revenue Management Agreement

C-8 Hotel Connectivity Solutions Support Agreement

C-9 Remote Sales Services Agreement

ITEM 23. RECEIPT

You will find the state effective dates and copies of a detachable receipt in Exhibit G at the very end of this Disclosure Document.

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EXHIBIT A

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STATE ADDENDA

Following this page are addenda for the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin. If you or your Facility are located in one of these states, please read the addendum for your state and the addendum to the Franchise Agreement that may apply to your transaction with us.

The regulatory authorities and registered agents for service of process in each state are listed in Exhibit B.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of California:

1. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

2. The Franchise Agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.

3. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000- 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

4. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The Franchise Agreement contains a waiver of punitive damages provision and a waiver of jury trial provision, which may not be enforceable.

6. We have or will comply with all of the requirements under California Corporations Code, Section 31109.1, with respect to negotiated sales.

7. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.

8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

9. THESE FRANCHISES WILL BE/HAVE BEEN REGISTERED (OR EXEMPT FROM REGISTRATION) UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION (OR EXEMPTION) DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

10. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

11. SECTION 31125 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

12. Item 17 of the Disclosure Document is amended by the insertion of the following:

> The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

13. The highest interest rate allowed by law in California is currently 10% annually.

14. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

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

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. A. Baymont Franchise Systems, Inc.'s Disclosure Document is currently registered in the states of: Hawaii, Minnesota, South Dakota, Virginia, Washington and Wisconsin.

   B. This registration or an exemption application is on file in the States of California, Florida, Hawaii, Maryland, Michigan, Minnesota, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

   C. No states have refused, by order or otherwise, to register these franchises.

   D. No states have revoked or suspended the right to offer these franchises.

   E. The proposed registration of these franchises has not been withdrawn in any state.

2. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

3. The Franchisor's registered agent in the state authorized to receive service of process is:

   Commissioner of Securities of Department of Commerce and Consumer Affairs
   335 Merchant Street
   Honolulu, Hawaii 96813

4. Item 17(m) of the FDD is amended by adding the following information:

In connection with a transfer, you must sign a release of any claims you may have against Baymont Franchise Systems, Inc. However, the release will not apply to any claim you may have under Hawaii law.

Each provision of this Addendum to the Disclosure Document is effective only to the extent with respect to such provision that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Disclosure Document.

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

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Illinois:

1. Illinois law governs the franchise agreements.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA DECEPTIVE FRANCHISE PRACTICES LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Indiana:

To the extent the provisions of the Franchise Disclosure Document or Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Law, Indiana Code § 23-2-2.7-1 to 23-2-2.7- 7, that law will control.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Indiana Franchise Act are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Maryland:

1. Notwithstanding any provision in the Franchise Disclosure Document or the Franchise Agreement to the contrary, a franchisee may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The fourth sentence of the third paragraph under the caption "D. Marketing and Advertising" in Item 11 is deleted and replaced with the following:

   > Franchisees who are Maryland residents or will operate a Facility in Maryland may receive an accounting of expenditures from the Fund by contacting the Senior Vice President of Financial Planning and Analysis in writing.

3. Item 17 of the Franchise Disclosure Document states that the Franchise Agreement will automatically terminate upon the bankruptcy of franchisee. This provision may not be enforceable under current Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. Items 17(c) and 17(m) are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

6. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

7. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

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

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Minnesota:

1. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that the franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Chapter 80C; provided, that this shall not bar the voluntary settlement of disputes.

3. The following language is added at the end of Item 17 of the Franchise Disclosure Document:

> Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or the Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

4. Item 13 is revised to include the following language:

> To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

5. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

6. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.

7. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NEW YORK STATE FRANCHISE ACT

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of New York:

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

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

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934,

suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

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

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

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

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

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

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

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of North Dakota:

THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

A. **Restrictive Covenants**: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. **Restrictions on Forum**: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

C. **Liquidated Damages and Termination Penalties**: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

D. **Applicable Laws**: Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota.

E. **Waiver of Trial by Jury**: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

F. **Waiver of Exemplary & Punitive Damages**: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

G. **General Release**: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

H. **Limitation of Claims**: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

I. **Enforcement of Agreement**: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Franchise Disclosure Document, the terms of this Addendum shall govern.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE RHODE ISLAND FRANCHISE INVESTMENT ACT

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Rhode Island:

1. The Franchise Agreement shall be governed by Rhode Island Law with respect to any claim enforceable under the Rhode Island Franchise Investment Act (the "Act").

2. Section 19-28.1-14 of the Act provides that a provision in a license or franchise agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Act.

3. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act (§§ 19- 28.1-1 through 19-28.1-34) are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Baymont Franchise Systems, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h of the Franchise Disclosure Document and Section 11 of the Franchise Agreement.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a licensor 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.

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

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

The State of Washington has a statute, RCW 19.100.180, which 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 the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, 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.

Use of Franchise Brokers. The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do no rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act (Wash. Rev. Code §§ 19.100.010 through 19.100.940) are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE WISCONSIN FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions of the Franchise Agreement that are inconsistent with the Wisconsin Fair Dealership Law, Wis. Stat. Ch. 135.

EXHIBIT B

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FEDERAL AND STATE REGULATORY AUTHORITIES
AND
REGISTERED AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection and Innovation
California Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677
Agent:
Commissioner of Financial Protection and Innovation
California Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

HAWAII
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722
Agent:
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Office of Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465
Agent:
Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

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

MARYLAND
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360
Agent:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN
Michigan Office of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117
Agent:
Michigan Office of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
Securities – Franchise Registration
85 7th Place East, Ste. 280
St. Paul, Minnesota 55101-2198
(651) 539-1500
Agent:
Commissioner of Commerce
85 7th Place East, Ste. 280
St. Paul, Minnesota 55101-2198
(651) 539-1500

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222
Agent:
New York Secretary of State
New York Department of State
Once Commerce Plaza
99 Washington Ave, 6th Fl
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712
Agent:
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Rhode Island Department of Business Regulations
Securities Division
John O. Pastore Center
1511 Pontiac Avenue, Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527
Agent:
Director of Department of Business Regulation
Securities Division
John O. Pastore Center
1511 Pontiac Avenue, Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
South Dakota Department of Labor & Regulation
Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563
Agent:
Director of Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804)371-9051
Agent:
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON
Department of Financial Institutions
Securities Division- 3rd Floor
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760
Agent:
Director of Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN
Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-8557

Agent:
Commissioner of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-8557

There may be states in addition to those listed above in which Franchisor has appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

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EXHIBIT C-1

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Location:
Entity No.:
Unit No.:

BAYMONT FRANCHISE SYSTEMS, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), dated _____, 20___, is between BAYMONT FRANCHISE SYSTEMS, INC., a Delaware corporation ("we", "our" or "us"), and _____, ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

1. Franchise. We have the exclusive right to franchise to you the distinctive "Baymont System" for providing transient guest lodging services. We grant to you and you accept the Franchise, effective and beginning on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. The Franchise is effective only at the Location and may not be transferred or relocated. You will call the Facility a "Baymont Inn & Suites" or a "Baymont by Wyndham." You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.

2. Protected Territory. We will not own, operate, lease, manage, franchise or license any party but you to operate a Chain Facility in the "Protected Territory", as defined below, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you, any of your affiliates, nor any of your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any time share resort, vacation club, residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located within the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its franchise with us terminated or is not renewed. You acknowledge that the Protected Territory fairly represents the Facility's trading area, and that there are no express or implied territorial rights or agreements between the parties except as stated in this Section. You irrevocably waive any right to seek or obtain the benefits of any policy we now follow or may in the future follow to notify you about proposed Chain Facilities in the general area of the Facility, solicit information about the effect of the proposed Chain Facility on the revenue or occupancy of the Facility or decide whether to add the proposed Chain Facility to the Chain based on the potential effect of the proposed Chain Facility on the Facility or its performance. You further acknowledge and agree that notwithstanding the foregoing, we may operate, lease, manage, or license any other party to operate a Chain Facility

in the Protected Territory beginning (a) six months prior to the expiration of this Agreement, or (b) as of the date that a date for the premature termination of this Agreement has been confirmed in writing by us. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only. The Protected Territory means .

3. <u>Your Improvement and Operating Obligations</u>.

3.1 **Pre-Opening Improvements.** You must select, acquire, construct and/or renovate the Facility as provided in Schedule D.

3.2 **Operation.**

3.2.1 You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those required by System Standards or as specified on the PIP) to the public in compliance with all federal, state and local laws, regulations and ordinances as well as System Standards. You will not operate a Food and Beverage service without our prior written consent, except for a complimentary coffee service/continental breakfast in accordance with System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards.

3.2.2 The Facility will be managed by either a management company or an individual manager with significant training and experience in general management of similar lodging facilities. If the Facility is managed by a management company, the management agreement between you and the management company for the Facility shall be subject and subordinate to this Agreement and in the event of any conflict between the management agreement and this Agreement, the controlling contract shall be this Agreement. The management agreement shall not release you of any obligations set forth in this Agreement.

3.2.3 The Facility will accept payment from guests by all credit and debit cards or other forms of payment we designate in the System Standards Manual. The Facility will comply with the Payment Card Industry Data Security Standard (PCI DSS) concerning cardholder information, as well as applicable laws and regulations, and such other requirements as we may include in the System Standards Manual or as we may otherwise communicate from time to time for such purpose.

3.2.4 You may add to or discontinue the amenities, services and facilities as required by System Standards or as specified on the PIP, or lease or subcontract any service or portion of the Facility only with our prior written consent, which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool (if any) and other guest service facilities may not be shared with or used by guests of another lodging or housing facility. You acknowledge that any breach of System Standards for the Facility, its guest amenities, and your guest service performance is a material breach of this Agreement.

3.2.5 Upon our reasonable request, you will provide us with then-current copies of the documents evidencing your ownership of, or right to possess, the Facility and/or the real property

upon which the Facility is located, and a complete and accurate list of all of your owners and their Equity Interests.

3.3 **Training.** You (or a person with executive authority if you are an entity) and the Facility's general manager (or other representative who exercises day to day operational authority) will attend the training programs described in Section 4.1 we designate as mandatory for franchisees and general managers respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

3.4 **Marketing.**

3.4.1 You will participate in System marketing programs, including the Chain Websites, if any, the Reservation System, and guest loyalty programs. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, outdated or misleading advertising materials if we so request.

3.4.2 You must participate in any supplemental marketing, training or management alliance or cooperative of Chain Lodging franchisees formed to serve the Chain Facilities in your area or in a similar market segment. We may assist the cooperative with collecting contributions. You may be excluded from cooperative programs and benefits if you do not participate in all cooperative programs according to their terms, including making payments and contributions when due.

3.4.3 The Facility must participate in all mandatory Internet and distribution marketing activities and programs in accordance with the System Standards Manual, including any arrangements we make with third party distribution channels. You must provide us with information about the Facility and use our approved photographer for taking photographs of the Facility for posting on the Chain Websites, third party travel websites and various marketing media. The content you provide us or use yourself for any Internet or distribution marketing activities must be true, correct and accurate, and you will promptly notify us in writing, in accordance with our processes that are then in effect, when any correction to the content becomes necessary. You must promptly modify, at our request, the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. You will discontinue any Internet or distribution marketing activities that conflict, in our reasonable discretion, with Chain-wide Internet or distribution marketing activities. You must honor the terms of any participation agreement you sign for Internet or distribution marketing activities. You will pay when due any fees, commissions,

charges and reimbursements relating to Internet or distribution marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis. We may suspend the Facility's participation in Internet and/or distribution marketing activities if you default under this Agreement.

3.4.4 You will participate in the Wyndham Rewards program or any successor guest rewards or loyalty program we determine is appropriate and pay the Loyalty Program Charge associated with the program as set forth in Schedule C. The Wyndham Rewards Front Desk Guide sets forth additional standards, which you agree to follow. The Front Desk Guide, including fees assessed and reimbursements rates, may be revised by us or our affiliates at any time upon thirty (30) days' prior notice.

3.4.5 As a requirement of your participation in the Reservation System, you must participate in our Signature Reservation Service ("SRS") program during the Term of the Agreement. Under the SRS program, you will pay the fees associated with certain calls answered by our agents on behalf of the Facility. The program terms and fees associated with the program are described in the SRS agreement that you will sign and deliver to us at the same time as you sign this Agreement.

3.5 **Governmental Matters.** You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

3.6 **Financial Books & Records; Audits.**

3.6.1 The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Lodging Association, as modified by this Agreement and System Standards. You acknowledge that your accurate and timely accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

3.6.2 Upon our request, you will send to us copies of financial statements, tax returns, and other records relating to the Facility for the applicable accounting period that we require under this Agreement and System Standards. We may notify you of a date on which we propose to audit the Facility's books and records at the Facility but such notice is not required. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements for the Facility. We may require access to the property including guest rooms. We may also perform an audit of the Facility's books and records remotely or electronically without

advance notice or your knowledge. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

3.6.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.6.2 within 30 days after the date of the initial audit, (ii) you cancel two or more previously scheduled audits, (iii) you refuse to admit our auditors during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records at the audit or send them to us as required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.6, an "Accounting Procedure Notice." The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year. You must also pay any deficiency in Recurring Fees, any Audit Fee, as defined in Section 4.8, we assess you for your default of Section 3.6 as described in Section 4.8, and/or other charges we identify and invoice as a result of the audit.

3.6.4 You will, at your expense, prepare and submit to us by the third day of each month, a statement in the form prescribed by us, accurately reflecting for the immediately preceding month all Gross Room Revenues and such other data or information as we may require. You must submit your statements to us using our on-line reporting and payment tool or through such other technology or means as we may establish from time to time.

3.7 **Inspections.** You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the representative performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our representative, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any Reinspection Fee specified in System Standards Manuals plus the reasonable travel, lodging and meal costs our representative incurs for a reinspection. You will also be charged the Reinspection Fee if we are required to return to the Facility to inspect it as a result of your failure to complete any Improvement Obligation by the deadline established in the PIP, as set forth in Schedule D. We may also include the results of paper and electronic customer satisfaction surveys of your guests as well as unsolicited feedback received from your guests in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys. We may, at our discretion, implement a Chain-wide quality

assurance/mystery shopper inspection program to be performed by a reputable third party. You must provide free lodging for the inspector(s) when he/she visits your Facility.

3.8 **Insurance.** You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the System Standards Manual. Unless we instruct you otherwise, your liability insurance policies will name as additional insureds Baymont Franchise Systems, Inc., Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC, and their current and former subsidiaries, affiliates, successors and assigns as their interests may appear. All policies must be primary and non-contributory with or excess of any insurance coverage that may be available to an additional insured. You must submit to us, annually, a copy of the certificate of or other evidence of renewal or extension of each such insurance policy as required by the System Standards. If you fail to procure or maintain the required insurance, then we will have the right (without any obligation) to procure such insurance at your cost plus a reasonable fee.

3.9 **Conferences.** You (or your representative with executive authority, if you are an entity) will attend each Chain conference and pay the Conference Fee we set for Chain Lodging franchisees, if and when we determine to hold a Chain conference. The Chain conference may be held as part of a Wyndham Hotel Group, LLC multi-brand conference with special sessions and programs for our Chain only. Mandatory recurrent training for franchisees and managers described in Section 4.1.4 may be held at a conference. The fee will be the same for all Chain Facilities that we franchise in the United States. You will receive reasonable notice of a Chain Lodging conference. We will invoice and charge you for the Conference Fee even if you do not attend the Chain Conference.

3.10 **Purchasing.** You will purchase or obtain certain items we designate as proprietary or that bear or depict the Marks, such as signage, only from suppliers we approve. You may purchase other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.11 **Good Will.** You will use reasonable efforts to protect, maintain and promote the name "Baymont" or "Baymont by Wyndham" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in, conduct which is unlawful or damaging to the good will or public image of the Chain or System. You agree that, in event that you or any of your principals or Guarantors is or is discovered to have been, convicted of a felony or any other offense likely to reflect adversely upon us, the System or the Marks, such conviction is a material, incurable breach of this Section. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will participate in good faith in any Chain-wide guest service and satisfaction guarantee programs we require for all Chain Facilities. You shall use your best efforts to promote usage of other Chain Facilities by members of the public. Without our prior written consent, which may be withheld in our sole discretion, you shall ensure that no part of the Facility or the System is used to further or promote a different or competing business, including without limitation, advertising or promotion for guest lodging facilities other than those franchised by us or our affiliates and

marketing, advertising or promoting any timeshare or vacation ownership resort not affiliated with us, our affiliates, or Wyndham Destinations, Inc. and its affiliates.

3.12 **Facility Modifications.** You may not materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) until you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each additional guest room you may add to the Facility before you begin construction of any expansion. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.13 **Courtesy Lodging.** You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time, (but only to the extent that adequate room vacancies exist) to our representatives and members of their immediate family. You are not required to provide more than two (2) standard guest rooms at this rate on any given night.

3.14 **Material Renovations.** Beginning five years after the Opening Date, we may issue a "Material Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Material Renovation") for the Facility, to be commenced no sooner than 90 days after the notice is issued. You will perform the Material Renovations as and when the Material Renovation Notice requires in a time period of 120 days or by the date specified in the Material Renovation Notice, whichever is longer. We will not issue a Material Renovation Notice within five years after the date of a prior Material Renovation Notice.

3.15 **Technology Standards & Communications.** You recognize that the System requires you to acquire, operate and maintain a computer-based property management system and provide guests with innovative technology, including communications and entertainment. You must purchase, acquire, or subscribe to the computer system and other equipment and software that we specify, including preventative maintenance software. We may modify System Standards to require new or updated technology at all Chain Facilities. At our request, you shall participate in any intranet or extranet system developed for use in connection with the System. Such intranet or extranet system may be combined with that of our affiliates. You shall agree to such terms and conditions for the use of such intranet or extranet system as we may prescribe, which may include, among other things: (a) confidentiality requirements for materials transmitted via such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us or a third-party service provider in connection with hosting such system.

4. <u>Our Operating and Service Obligations</u>. We will provide you with the following services and assistance:

4.1 **Training.** We may offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager training, re-certification training, remedial training and supplemental training.

4.1.1 **General Manager Training.** We will offer at our corporate offices or at another location we designate, training for your manager in our Hospitality Management Program. The program will not exceed two weeks in duration and will cover such topics as operating a Chain Facility, marketing and sales, financial management, guest services and people management. We may administer certain diagnostic tests via the Internet to measure the skill set of your general manager and, based in part on his/her score, may require certain Internet-based training as a supplement to the classroom training experience. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete the training program to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in the training program within the above time frame, your replacement general manager must attend the next program held at which we offer a place. Your general manager for the Facility must complete the training even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition for training for your general manager in our Hospitality Management Program which is set forth on Schedule D. If he/she does not attend the training within 90 days after the Opening Date, and for any replacement general manager, you must pay a separate tuition at the rate then in effect for the program when your manager attends the program. If you, or any other employee at the Facility wishes to attend the training in addition to your general manager, you can do so and you must pay the Additional Attendee Fee, currently $1,400, which is payable by the scheduled date for the program and is in addition to the tuition due for your general manager. We may charge you full or discounted tuition for "refresher" training for your general manager or for additional staff members who attend the training program with your general manager. You must also pay for your, your general manager and/or additional staff member's travel, lodging, meals, incidental expenses, compensation and benefits.

4.1.2 **Remedial Training.** We may require you, your general manager and/or your staff to participate in remedial training if the Facility receives a D or F (or equivalent score) on a quality assurance inspection, a D or F score on quality assurance electronic guest survey (or equivalent evaluation system), or experiences significant complaints to our customer care department or posted on third-party travel websites, distribution channels, blogs, social networks and other forums, as determined by us in our sole discretion. This training may be offered at our corporate offices, at a regional location, on-line or at the Facility. The training may be in the form of one or more classes held at different times and locations as we may require. You must pay the tuition in effect for this program when it is offered to you. If the training is provided at the Facility, you must provide lodging for our trainers. In addition, if at the time of your quality assurance inspection, you receive (i) a failure rating on guest room cleanliness and (ii) an average quality assurance score of F on cleanliness of guestroom category or cleanliness of bathroom category (based on a minimum of 10 electronic quality assurance guest surveys), then we may require you to take a one day, on-site remedial class on housekeeping within 60 days after the inspection. The tuition for an on-line class is currently up to $250, but is subject to increase in the future. The fee for an

on-site customer experience assessment or training class is currently $1,250, but is subject to increase in the future.

4.1.3 **Ongoing Training and Support.** You must subscribe and pay an annual fee for access to our learning management system, Wyndham University, which includes training via live workshops, e-learning modules, webinars, online courses, videos and other educational resources, accessible by you and your staff via the Internet. All general managers must complete recertification training at such intervals as we may establish in the System Standards Manual. You must pay us the tuition then in effect for the program. We may offer other mandatory or optional training programs for reasonable tuition or without charge. The above training could be offered in our corporate offices or other locations or held in conjunction with a Chain lodging conference. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this training. We may offer, rent or sell to you other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet website.

4.1.4 **No Show and Cancellation Fees.** If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a no-show fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, we may charge you a cancellation fee of up to 50% of the tuition for the program. No-show and cancellation fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional no-show or cancellation fees for continued failures by you under this Section 4.1.

4.2 **Reservation System.** We will operate and maintain (directly or by contracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Basic Reservation Fee included in the System Assessment Fees for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We or our Approved Supplier will provide software maintenance and support for the software we or an Approved Supplier license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us, an affiliate or the supplier, as applicable. During the Term, the Facility will participate in the Reservation System on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions which we establish from time to time for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. You shall own and be responsible for compliance with all applicable laws, regulations or standards concerning all Guest Information within your possession or any service provider holding such information on your behalf, and we shall own and be responsible for compliance with all applicable laws, regulations or standards concerning all Guest Information within our possession or any service provider holding such information on

our behalf. To the extent that you and we both possess identical Guest Information, your and our respective ownership rights and related compliance obligations with regard to such Guest Information shall be separate and independent from one another. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

4.3 **Marketing.**

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research, loyalty marketing and other marketing programs, training programs, and related activities as we deem appropriate. We will determine in our discretion: (i) the nature and type of media placement; (ii) the allocation (if any) among international, national, regional and local markets; and (iii) the nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed from System Assessment Fees for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System franchisees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) as we deem appropriate and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for an additional fee.

4.4 **Purchasing.** We may offer for a reasonable fee other optional assistance to you with purchasing items or services used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 **The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances. We may, in our discretion, change the designation standards for the Chain and then require that you change the designation of the Facility and related presentation of that designation where it appears. We will not be liable to you for any expenses, losses or damages you may sustain as a result of any Mark addition, modification, substitution or discontinuation.

4.6 **Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during any visits by our employees to the Facility, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on Facility operation and marketing

through our representatives. We will offer you access to any Internet website we may maintain to provide Chain Facility franchisees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

4.7 **System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications which we may make available to you via our Chain intranet, in paper copies or through another medium. You will at all times comply with the System Standards. You acknowledge that the System Standards and the System Standards Manual are designed to protect the System and the Marks, and not to control the day-to-day operation of your business. We will provide you with access to the System Standards Manual promptly after we sign this Agreement. We will notify you via our Chain intranet or another medium of any System Standards Manual revisions and/or supplements as and when issued as well as any other publications and policy statements in effect for Chain franchisees from time to time.

4.8 **Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.6. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.7. In connection with an audit, you will pay us any understated amount plus interest under Section 3.6. If the understated amount is three percent (3%) or more of the total amount owed during a six-month period, you will also pay us an "Audit Fee" equal to the costs and expenses associated with the audit. Our inspections are solely for the purposes of checking compliance with System Standards.

4.9 **Revenue Management.** We offer revenue management services ("RMS") for additional fees. RMS is currently offered at three levels of service each of which offers a different frequency of inventory management, strategic positioning, future demand strategy and targeted promotions and packages. We reserve the right to evaluate a variety of factors, including but not limited to, your hotel's room count, occupancy rate, trends, and market to determine the most suitable level of service. Based on our assessment we may limit the levels of optional services available to your Facility. You are required to sign a Hotel Revenue Management Agreement for the applicable level of service in order to participate in RMS.

5. Term. The Term begins on the Effective Date and expires at the end of the twentieth (20th) Franchise Year. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires us to offer renewal rights, and you desire to renew this Agreement, then you will apply for a renewal franchise agreement at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, you will have to meet our then-current requirements for applicants seeking a franchise agreement, which may include (i) executing our then-current form of license and other agreements, which license and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement, (ii) executing a general release of us and our

affiliates, in form and substance satisfactory to us, (iii) completing a property improvement plan, and (iv) paying a standard renewal fee, if then applicable.

6. Application and Initial Fees. You must pay us a non-refundable Application Fee of $2,500., which shall be applied to your Initial Fee or Relicense Fee. If your franchise is for a new construction or conversion Facility, you must pay us an Initial Fee. If you are a transferee of an existing Facility or are renewing an existing franchise, you will pay us a Relicense Fee. The amount of your Initial Fee or Relicense Fee is $, $2,500, of which shall be applied from your Application Fee, and the remainder paid when you sign this Agreement and is fully earned and non-refundable when we sign this Agreement.

7. Recurring Fees, Taxes and Interest.

7.1 You will pay us certain "Recurring Fees" each month of the Term payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). The Recurring Fees described in sections 7.1.1 and 7.1.2 are payable three days after the month in which they accrue, without billing or demand. Other Recurring Fees are payable at the times set forth in the Systems Standards. Recurring Fees include the following:

7.1.1 A "Royalty" equal to five percent (5%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "System Assessment Fee" as stated in Schedule C, including a "Marketing Contribution" for advertising, marketing and training, and a "Basic Reservation Fee" for the Reservation System and other related services and programs, accrues from the Opening Date until the end of the Term, including during periods when reservation service is suspended. We may use the System Assessment Fees we collect, in whole or in part, to reimburse our reasonable direct and indirect costs, overhead or other expenses of providing marketing, training and reservation services. We may earn a profit on activities supported by the System Assessment Fee. You will also pay or reimburse us as described in Schedule C for "Additional Fees" such as travel and other sales agent commissions paid for certain reservation and marketing services to generate reservations at the Facility plus a reasonable service charge, fees levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Chain Websites, and/or other reservation systems, distribution channels and networks, and fees for additional services and programs. We may charge Chain Facilities using the System outside the United States for reservation service using a different formula. We may change, modify, add or delete the System Assessment Fee and/or Additional Fees in accordance with Schedule C.

7.2 You will pay to us "taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes (collectively "Taxes") assessed against us on the Recurring Fees and basic charges by the jurisdictions where the Facility is located, but not including any income tax, franchise or other similar tax for our privilege of doing business in your State. You will pay Taxes to us when due.

7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a Transfer occurs, your transferee or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new franchisee for the Facility.

7.5 You will report and pay to us all Recurring Fees and other fees and charges on-line via our self-service electronic invoice presentment and payment tool accessible through our Chain intranet. In the electronic on-line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. We reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to us by amending the System Standards Manual.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged

infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it (but not in this Agreement) without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your Franchise is subject to Termination when the Transfer occurs. The Franchise is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-Termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. As a condition of our consent, if your interest in this Agreement is proposed as the collateral of a security interest, then we may require that you and your lender execute a comfort letter in the form described in our then-current disclosure document and that you pay our then-current fee for processing such a request. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 **Financing Documents.** Neither you, nor any of your Equity Interest owners, shall represent in any proposed financing arrangement to any proposed lender or participant in a private or public investment offering that we or any of our affiliates are or shall be in any way responsible for your obligations or financial projections, if any, set forth in such financing arrangement or investment offering or that we or any of our affiliates are or shall be participating in such private or public investment offering. In addition, any proposed financing arrangement where the service mark "Baymont Inn & Suites" appears, or a reference to this Agreement appears, shall contain a disclaimer in bold face type substantially as follows: THE BORROWER IS A PARTY TO AN AGREEMENT WITH BAYMONT FRANCHISE SYSTEMS, INC. TO OPERATE HOTELS USING THE SERVICE MARK "BAYMONT INN & SUITES." NEITHER BAYMONT FRANCHISE SYSTEMS, INC. NOR ITS AFFILIATES OWN ANY SUCH HOTELS OR ARE A PARTY TO THIS FINANCING AND HAVE NOT PROVIDED OR REVIEWED, AND ARE NOT RESPONSIBLE FOR, ANY DISCLOSURES OR OTHER INFORMATION SET FORTH HEREIN. Also, at least fifteen (15) days prior to closing such financing, you shall submit to us a written statement certifying that you have not misrepresented or overstated your relationship with us and our affiliates or your rights to use the Marks.

9.3 **Conditions.** We may condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions; however, we will not unreasonably withhold, delay or condition our consent to a Transfer if the Facility is then financed under a program in which the United States Small Business Administration ("SBA") guarantees the

financing or its repayment. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our application, qualify to be a franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new franchise applicant, pay the Application Fee and Relicense Fee then in effect, sign the form of Franchise Agreement we then offer in conversion transactions and agree to renovate the Facility as we reasonably determine. We will provide a PIP of improvements we will require after we receive the transferee's Application. We may require structural changes to the Facility if it no longer meets System Standards for entering conversion facilities, or, in the alternative, condition our approval of the Transfer limiting the transferee's term to the balance of your Term or adding a right to terminate without cause exercisable by either party after a period of time has elapsed. Our consent to the transaction will not be effective until these conditions are satisfied. If we do not approve the Transfer, we may, in our sole discretion, allow you to terminate the Franchise when you sell the Facility and pay us Liquidated Damages under Section 12.1. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your Owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to a Transfer is not a waiver of (i) any claims we may have against you; or (ii) our right to demand strict compliance from the Transferee with the terms of its agreement.

9.4 **Permitted Transferee Transactions.** Provided that you comply with this Section 9.4 you (i) may transfer an Equity Interest to a Permitted Transferee or (ii) effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any guaranty of this Agreement. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 **Attempted Transfers.** Any transaction requiring our consent under this Section 9 in which our consent is not first obtained will be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 **Notice of Transfers.** You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your Owner(s) at our request.

10. Our Assignments. We may transfer, assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. You are not the third-party beneficiary of any contract with a third party to provide services to you under this Agreement. We may dissolve, terminate and wind up our business under applicable law but we will transfer the System and this Agreement to a party that will perform the franchisor's obligations and that will assume this Agreement in writing. We will have no obligations to you with respect to any assigned right or duty after you are notified that our transferee has assumed such rights or duties under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 **Default.** You will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or under any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default during the time allowed for cure, or until any waiting period required by law has elapsed. In the case of a default resulting from the Facility's failure to meet Quality Standards as measured by a quality assurance inspection, if you have acted diligently to cure the default but cannot do so, and the default does not relate to health or safety, we may, in our discretion, enter into an improvement agreement with you provided you request such an agreement within 30 days after receiving notice of the failing inspection. If we have entered into an improvement agreement, you must cure the default within the time period specified in the improvement agreement which shall not exceed 90 days after the failed inspection. We may terminate this Agreement and any or all rights granted hereunder if you do not timely perform that improvement agreement.

11.2 **Termination.** We may terminate this Agreement effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Schedule D due to your failure to perform your Improvement Obligation, (2) you discontinue operating the Facility as a Chain Facility, (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose ownership possession or the right to possession of the Facility or otherwise lose the right to conduct the franchised business at the Location, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your Owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices

of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Owners contest in court the ownership or right to franchise all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests, (14) if a threat to public health or safety exists at the Facility and we reasonably determine that an immediate shut down of the Facility to be necessary to avoid substantial risk of liability or goodwill, (15) you disclose any Confidential Information in violation of this Agreement.

11.3 **Casualty and Condemnation.**

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to Termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient guest lodging facility for 2 years after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority but you will be liable for condemnation payments set forth in Section 12.2.

11.3.3 The protected territory covenants will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 **Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, including the failure to observe Technology Standards, discontinue reservation referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Reconnection Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may deduct points under our quality assurance inspection program for your failure to comply with

this Agreement or System Standards. We may also suspend or terminate any temporary or other fee reductions we may have agreed to in this Agreement and/or any stipulations in Section 18 below, and/or cease to provide any operational support until you address any failure to perform under this Agreement. You agree that our exercise of any rights in this Section will not constitute an actual or constructive Termination of this Agreement. All such remedies are cumulative and not in lieu of any other rights or remedies we may have under this Agreement. If we exercise our right not to terminate this Agreement but to implement such suspension and/or removal, we reserve the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to you, terminate this Agreement without giving you any additional corrective or cure period (subject to applicable law). If you default under this Agreement because the Facility fails to meet System Standards, including without limitation failing a quality assurance inspection, we may, at our option and in our sole discretion, require as a condition to your cure of the default that you engage a hotel management company acceptable to us to operate the Facility for a period of at least two years, or longer in our discretion. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief, without the need for posting any bond. We may litigate to collect amounts past due under this Agreement without first issuing a default or termination notice. Our consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults. Once a termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may cease accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date including or following the termination or expiration of this Agreement.

11.5 **Your Remedies.**

11.5.1 If our approval or consent is required under this Agreement and we do not issue our approval or consent within a reasonable time, but in any event not less than 30 days after we receive all of the information we request, and you believe our failure to approve or consent is wrongful, then you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action to compel us to issue our approval or consent shall be your exclusive remedy.

11.5.2 You (and your owners and guarantors) waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against us and against any affiliates, owners, employees or agents of us, and agree that in the event of a dispute, you will be limited to the recovery of any actual damages sustained and any equitable relief to which you might be entitled.

12. <u>Liquidated Damages</u>.

12.1 **Generally.** If we terminate this Agreement under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 10 days following the date of Termination, as Liquidated Damages, an amount equal to the average monthly accrued Recurring Fees during the immediately preceding 12 full calendar months multiplied by 24 (or the number

of months remaining in the unexpired Term (the "Ending Period") at the date of Termination, whichever is less). If the Facility has been open for fewer than 12 months, then the amount shall be the average monthly Recurring Fees since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 10 days after the date of termination. Before the Ending Period, Liquidated Damages will not be less than the product of $2,000 multiplied by the number of guest rooms that you are authorized to operate under Schedule B of this Agreement as of the Termination. In the event that we authorize you to reduce the number of rooms at the Facility after the Opening Date, then we reserve the right to charge Liquidated Damages for those rooms on a per-room basis, either at the time they are removed from the Facility's inventory or at Termination. If we terminate this Agreement under Schedule D before the Opening Date, then you will pay us, within 10 days after you receive our notice of termination, Liquidated Damages in an amount equal to $1,000 per guest room described on Schedule B. If any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement limits your ability to pay, and our ability to receive, the Liquidated Damages you are obligated to pay hereunder, you shall be liable to us for any and all damages which we incur, now or in the future, as a result of your breach of this Agreement. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

12.2 **Condemnation Payments.** In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year (the "Notice Period") after we receive the initial notice of condemnation described in Section 11.3, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Royalties and System Assessment Fees for the one-year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the Notice Period if the Condemnation is completed before the Notice Period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the Notice Period expires, but you must pay the fees set forth in Section 7 when due until Condemnation is completed.

13. <u>Your Duties At and After Termination</u>. When a Termination occurs for any reason whatsoever:

13.1 **System Usage Ceases.** You must comply with the following "de-identification" obligations. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual or other brand directives for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility. If you do not strictly comply with all of the de-identification requirements above, in the System Standards Manual and in our other brand directives, you agree to pay us a royalty equal to $2,000 per day until de-identification is completed to our satisfaction.

13.1.1 **Cancel Assumed Name Certificate.** You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name "Baymont" or any variation thereof or any other Mark. You shall provide us with evidence to our satisfaction of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

13.2 **Other Duties.** You will pay all amounts owed to us under this Agreement and any related ancillary agreements with us or our affiliates pertaining to the Facility within 10 days after Termination. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility, and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours. If you have not completed your de-identification obligations to our satisfaction, we may paint over or remove and purchase for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after Termination. You will promptly pay or reimburse us for our cost of removing such items, net of the $10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you. You will transfer to us any domain names you own that include any material portion of the Marks.

13.3 **Reservations.** The Facility will honor any advance reservations, including group bookings, made for the Facility prior to Termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions. You acknowledge and agree that once a Termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may stop accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date on or after the Termination or expiration of this Agreement. In addition, when this Agreement terminates or expires for any reason, we have the right to contact those individuals or entities who have reserved rooms with you through the Central Reservation System to inform them that your lodging facility is no longer part of the System. We further have the right to inform those guests of other facilities within the System that are near your Facility in the event that the guests prefer to change their reservations. You agree that the exercise of our rights under this Section will not constitute an interference with your contractual or business relationship.

13.4 **Survival of Certain Provisions.** Sections 3.6 (as to audits, for 2 years after Termination), the first two sentences of 3.11, 7 (as to amounts accruing through Termination), 8, 11.3.2, 11.4, 12, 13, 15, 16 and 17 survive Termination of this Agreement. Additionally, all covenants, obligations and agreements of yours which by their terms or by implication are to be performed after the termination or expiration of the Term, shall survive such Termination or expiration.

14. Your Representations and Warranties. The parties disclaim making or relying upon any representation, promise, covenant, or warranty, express or implied, oral or written, except as expressly stated in this Agreement. You expressly represent and warrant to us as follows:

14.1 **Quiet Enjoyment and Financing.** You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement. If you are an entity, all of your owners or any of the individuals disclosed on Schedule B, including any subsequent person or entity that becomes an owner at any time after the Effective Date, shall sign our then-current form of personal guaranty guaranteeing all of your obligations under this Agreement, unless expressly waived by us in our sole discretion.

14.2 **This Transaction.** You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your Owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Schedule B accurately reflects your ownership. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your Owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your Owners and your finances that we request in the Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. You represent and warrant to us that the information you provided in your Application is true, correct and accurate. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of Treasury's Office of Foreign Assets Control, or otherwise.

14.3 **No Misrepresentations or Implied Covenants.** All written information you submit to us about the Facility, you, your Owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 **Marks and System.** You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing, provided such filing is for the full name of the property, including any secondary designation. You agree (i) to execute any documents we request to obtain or maintain protection for the Marks; (ii) use the Marks only in connection with the operation of the Facility as permitted by the System Standards; and (iii) that your unauthorized use of the Marks shall constitute both an infringement of our rights and a material breach of your obligations under this Agreement. You shall not, and shall not assist other to, challenge or otherwise contest the validity or ownership of the System or Marks.

15.2 **Inurements.** All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. You acknowledge that System Standards include non-functional trade dress that is an integral part of the System and you covenant that you will not, directly or indirectly through an affiliate, use the trade dress in any structure that is not a Chain Facility. No good will shall attach to any secondary designator that you use.

15.3 **Other Locations and Systems.** We and our affiliates each reserve the right to own, (including through a joint venture or otherwise) in whole or in part, manage, operate, use, lease, finance, sublease, franchise, license (as franchisor or franchisee), or provide services to (i) distinctive separate lodging, or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, Approved Supplier lists, franchise sales personnel (or independent franchise sales representatives).

15.4 **Confidential Information.** You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon Termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of

the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 **Litigation.** You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone have the right to control any proceeding or litigation involving use of all or any part of the System, including any settlement. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

15.6 **The Internet and other Distribution Channels.** You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a Mark or any image or language confusingly similar to a Mark except as otherwise expressly permitted by the System Standards Manual or with our written consent. You will assign to us any such identification at our request without compensation or consideration. You may not purchase any key words for paid search or other electronic marketing that utilizes any Mark without our written consent. You must make available through the Reservation System and the Chain Website all rates you offer directly to the general public or indirectly via Internet marketing arrangements with third parties. You agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to intermediaries and retailers on your behalf or for Chain Facilities to participate in their programs. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet or distribution marketing materials must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

16. Relationship of Parties.

16.1 **Independence.** You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your

contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 **Joint Status.** If you are comprised of two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. <u>Legal Matters</u>.

17.1 **Partial Invalidity.** If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 **Waivers, Modifications and Approvals.** If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

17.3 **Notices.** Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, (iii) by first class, prepaid certified or registered mail, return receipt requested, (iv) by electronic mail, posting of the notice on our Chain intranet site or by a similar technology; or (v) by such other means as to result in actual or constructive receipt by the person or office holder designated below, to the appropriate party at its address stated below or as it may otherwise designate by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

BAYMONT FRANCHISE SYSTEMS, INC.:
Our address: 22 Sylvan Way, Parsippany, New Jersey 07054-0278
Attention: Vice President - Contracts Compliance; Fax No. (973) 753-7254
Your name: , Your address: , Attention: ; Your fax No.: ; Your e-mail address: .

17.4 **Remedies.** Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

17.5 **Miscellaneous.** This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

17.6 **Choice of Law; Venue; Dispute Resolution.**

17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral third-party organization. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.6.4 **WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

17.6.5 Any judicial proceeding directly or indirectly arising from or relating to this Agreement shall be considered unique as to its facts and may not be brought as a class action. You and each of the owners of your Equity Interests waive any right to proceed against us by way of class action.

17.7 **Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.**

17.7.1 **You have read our disclosure document for prospective franchisees ("FDD") and independently evaluated and investigated the risks of investing in the hotel industry generally and purchasing this franchise specifically, including such factors as current and potential market conditions, owning a franchise and various competitive factors**.

17.7.2 **You have received our FDD at least 14 days before signing this Agreement or paying any fee to us.**

17.7.3 **Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement or in the FDD. You release any claim against us or**

our agents based on any oral or written representation or promise not stated in this Agreement or in the FDD.

17.7.4 **This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the Franchise other than the representations set forth in the FDD. Notwithstanding the foregoing, no provision in any franchise or membership agreement, or any related agreement, is intended to disclaim the express representations made in the FDD.**

17.7.5 **You acknowledge that no salesperson has made any promise or provided any information to you about actual or projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the FDD or in a writing that is attached to this Agreement and signed by us.**

17.7.6 **You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.**

17.8 **Force Majeure**. Neither you nor we shall be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform obligations results from any of the following events which first occur following the Effective Date: (a) windstorms, rains, floods, earthquakes, typhoons, mudslides or other similar natural causes; (b) fires, strikes, embargoes, war, acts of terrorism or riot; (c) legal restrictions that prohibit or prevent performance; or (d) any other similar event or cause beyond the control of the party affected. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, so long as a remedy is continuously and diligently sought by the affected party, except that no such cause shall excuse payment of amounts owed at the time of such occurrence or payment of Recurring Fees and other amounts due to us subsequent to such occurrence other than a governmental or judicial order prohibiting such payments.

17.9 **No Right to Offset**. You acknowledge and agree that you will not withhold or offset any liquidated or unliquidated amounts, damages or other monies allegedly due you by us against any Recurring Fees or any other fees due us under this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20___, and agree to be bound by the terms and conditions of this Agreement as of the Effective Date stated above.

WE:
BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____

APPENDIX A

DEFINITIONS

Additional Fees means the fees charged under Section 7.1.2 other than the System Assessment Fee.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Part 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Schedule D.

Approved Supplier means a vendor authorized by us to provide proprietary or Mark-bearing items, or whose goods and services are deemed to meet applicable System Standards.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a transient lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Chain Websites means any current or future consumer or business websites, mobile websites or mobile applications that we or our affiliates develop for booking reservations for and/or providing information about Chain Facilities, and any future equivalent technology.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their franchisees when and if held.

Confidential Information means any trade secrets we own or protect and other information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes all other system standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the property management system software and other applications software.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Effective Date is the date we insert in the preamble of this Agreement after we sign it.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction or series of transactions in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those Owners disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes in one transaction or a series of transactions. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner in one transaction or a series of transactions. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date in one transaction or a series of transactions. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority in one transaction or a series of transactions.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the Effective Date.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Franchise means the non-exclusive franchise to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

Franchise Year means:

(i) *If the Opening Date occurs on the first day of a month*: the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one-year period; or

(ii) *If the Opening Date does not occur on the first day of a month:* the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one-year period.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees. Excluded from Gross Room Revenues are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes. Gross Room Revenue is further described in System Standards.

Guest Information means any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including without limitation stay information, that either you or we or a person acting on behalf of you, us, or both you and us, receives from or on behalf of the other or any guest or customer of the Facility or any other third party.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Schedule D.

Indemnities means us, our direct and indirect parent, subsidiary and affiliate entities, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6, if the Agreement is for a new construction or conversion franchise.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at _____, as more fully described in Schedule A or such other documentation that reflects the legal description of the land on which the Facility is located.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnities, including guest refunds, or (ii) incurred by any and all Indemnities to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual ($100.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

Loyalty Program Charge means the fee you pay us under Section 3.4.4 and Schedule C for a frequent guest rewards program or other special marketing programs that we may create or undertake and require participation by Chain Facilities.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the names, designs and logos for "Baymont" and other marks (U.S. Reg. Nos. 2,258,085; 2,286,567; 2,307,473; 2,399,770; 2,309,146; 3,997,943; 3,232,172; 3,226,449; 3,172,962; 5,603,330; 5,603,344; and 5,619,141) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Material Renovation means the upgrading, updating, modifications, replacements, additions, repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.14.

Material Renovation Notice means the written notice from us to you specifying the Material Renovation to be performed and the dates for commencement and completion given under Section 3.14.

Opening Date has the meaning specified in Schedule D.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Owners means the persons identified on Schedule B as the owners of your Equity Interests.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an Owner any or all of the Owner's Equity Interests upon the death of the Owner,

if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Property Improvement Plan or PIP means the list of upgrades, updates, improvements, repairs, repainting, refurbishing, replacements, and other requirements we prepare that are required to be completed pursuant to this Agreement.

Prototype Plans has the meaning specified in Schedule D for New Construction Facilities.

Reconnection Fee means the fee you pay us when we restore the Central Reservation System service after such service has been suspended because you default under this Agreement or for any other reason, in the amount specified in Schedule C.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, and other reservation fees and charges as stated in Section 7.

Reinspection Fee means the fee you must pay to us under Section 3.7 if you do not complete your PIP on time, fail any inspection or do not cooperate with our inspector or inspection System Standards.

Relicense Fee means the fee your transferee pays to us when a Transfer occurs or the fee you pay to us if you are renewing an existing franchise.

Reservation System or "Central Reservation System" means back end technology platform and applications used by us to accept, store and/or communicate reservations for Chain Facilities. The Reservation System is separate from, but enables, the booking of reservations for Chain Facilities through various distribution channels such as the Chain Websites, the GDS and other distribution channels.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify, which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Assessment Fees means the fees charged under Section 7.1.2 and Schedule C for the Chain's marketing, advertising, public relations, Reservation System, training and other services.

System Standards means the standards for participating in the Chain and using the System published in the System Standards Manual, or elsewhere, including but not limited to design standards, FF&E

Standards, Marks standards, marketing standards, operations standards, technology standards and maintenance standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Standards of Operation Manual and any other manual or written directive or other communication we issue or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, Internet access, in-room and public area technology, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Baymont Franchise Systems, Inc., a Delaware corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS

Name	Ownership Percentage	Type of Equity Interest	Office Held (Title)

PART II: THE BAYMONT FACILITY:

Number of approved guest rooms:

[Number of approved suites:]

_____
Initial

BAYMONT FRANCHISE SYSTEMS, INC.
SCHEDULE C
April 2022

I. System Assessment Fees

The System Assessment Fees consist of the "Marketing Contribution" and the "Basic Reservation Fee." The Marketing Contribution is 2.0% of Gross Room Revenues; the Basic Reservation Fee is 1.5% of Gross Room Revenues. We reserve the right, in our sole discretion, to increase or modify the System Assessment Fees for all Chain Facilities from time to time to cover costs (including reasonable direct or indirect overhead costs) related to the services and programs referenced in 7.1.2 but only after consultation with the official advisory board or committee, if any, and upon 30 days prior written notice.

II Additional Fees

A. Loyalty Program Fees

We charge a Loyalty Program Charge for your participation in the Wyndham Rewards or successor guest loyalty program. The Loyalty Program Charge is 4.25% - 5.5% of any amounts on which members of the Loyalty Program earn points or other program currency at the Facility as defined in the Front Desk Guide or any other program rules, which are System Standards. The Loyalty Program Charge may vary within the stated range based on the number of Wyndham Rewards valid enrollments obtained by the Facility during a defined measurement period, as described in the Front Desk Guide. We will proactively match and award members with points or other program currency they earn at the Facility even if they do not present their Wyndham Rewards membership card upon check–in. You will be billed monthly in arrears for points or other program currency awarded to members during the preceding month. If you do not achieve a certain number of Wyndham Rewards valid enrollments, you must pay us a Missed Valid Enrollment Fee of up to $400 per month as described in the Front Desk Guide. If you do not process a member's points in a timely manner and we must resolve the issue with the member, we will charge you a Loyalty Member Services Administration Fee as described in the Front Desk Guide.

B. Customer Care Fee

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. We may also contact you, at our discretion, if we become aware of any other complaints about the Facility including complaints which are posted on third-party travel websites, distribution channels, blogs and social networks, or other forums to which you do not respond. If you do not respond to resolve any complaint to the satisfaction of the guest within three business days after we refer it to you, we will charge you a "Customer Care Fee" of $195, plus the costs we incur to settle the matter with the guest. The Customer Care Fee is intended only to reimburse us for the costs of complaint handling and is not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

C. **Best Rate Guarantee Program**

You must (i) make available to us through the Central Reservation System and the Chain Websites room rates for the Facility equivalent to those you offer to the general public directly or indirectly via third parties that you authorize to offer and sell reservations for the Facility's guest rooms, and (ii) participate in the Chain's Best Rate Guarantee Program according to its published requirements. If we, or a guest, identifies a publicly available rate for the Facility that is lower than the rate that you have provided to us for the same date, then we may charge you a Processing Fee, currently $195, to reimburse us for our administrative charges to process each discrepancy.

D. **Reconnection Fee**

If we suspend Central Reservation System service because of your default under this Agreement or for any other reason, then you must pay us the Reconnection Fee set forth in the System Standards before we restore service. Currently, the Reconnection Fee is $4,000.

E. **Other Fees, Commissions and Charges**

You will pay us a fee, as applicable, for reservations for your Facility from certain distribution partners processed through various reservation channels. "GDS Fees" are assessed for qualified reservations processed through any global distribution system ("GDS") or through any Internet website or other booking source powered by a GDS. "Internet Booking Fees" are assessed for qualified reservations processed through an Internet website connected through an alternate distribution system. "Third Party Channel Fees" are assessed for qualified reservations coming from our partners directly or indirectly to our distribution platform. We will establish the amount of the GDS, Internet Booking Fees, and Third-Party Channel Fees from time to time based on the fees these channels charge us and/or our own costs (including overhead) for providing these services. Some of our distribution partners may charge a commission on reservations you receive through these reservation channels and, if we pay such commission on your behalf, you will reimburse us and pay our service charge of 1.5% of commissionable revenue. Upon written notice to you, we may alter, change, modify, remove or add new fees as existing reservation channels are modified or partners are added to existing channels or new reservation channels are established.

You will also pay commissions for (a) reservations booked by "Agents" and/or (b) qualified reservations consumed by members of affinity groups and organizations that participate in our Member Benefits program. You must pay our service charge of 1.5% of commissionable revenue, if applicable. "Agents" include, but are not limited to, travel agents, on-line travel and referral websites, travel consortia, travel management companies, and global sales agents, as well as digital media linking to Chain websites and unique call center numbers purchased by the pay-for-performance program ("PFP"). These commission payments may go to the Agent, affinity group or organization in whole or a portion of the payment may be allocated to various marketing activities and/or to our Global Sales Organization to offset its administrative and overhead costs for supporting the Member Benefit Program and other programs that generate room nights at Chain Facilities, or, in the case of the PFP program, to fund purchases of

additional digital media directing consumers to Chain websites and unique call center numbers.

Under our Everyone Sells Group Referrals Program, Chain Facilities may receive leads from other Chain Facilities, facilities of our affiliates and employees of our parent company or its predecessor. For this business, we charge you a referral commission of 10% of commissionable revenue on qualifying reservations. When the referring party is a Chain Facility or facility of an affiliate 7% of the referral commission is paid to the referring facility; and when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission is paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Everyone Sells Group Referrals Program.

We may change, modify or delete Additional Fees for existing services and programs and add new Additional Fees for new services, programs and distribution channels at any time upon not less than thirty (30) days' written notice.

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

This Addendum applies if you are converting an existing guest lodging facility to a Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation.

1.2 Pre-Opening Improvements. You must complete all renovations specified as "prior to opening" on the PIP before we consider the Facility to be ready to open under the System. The deadline for completing the pre-opening phase of conversion and the renovations shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. You must continue renovation and improvement of the Facility after the Opening Date if the PIP so requires. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if (1) you do not commence or complete the pre-opening improvements of the Facility by the dates specified on the Punch List or otherwise and you fail to do so within five days after we send you written notice of default, or (2) you prematurely identify the Facility as a Chain Facility or begin operation under the System in violation of this Schedule and you fail to cease operating and/or identifying the Facility under the Marks and System within five days after we send you written notice of default. If we choose to grant an extension of any deadline, including the Facility's Opening Date, you will pay us a non-refundable extension fee of $5,000. This fee will be payable to us within ten (10) days of the Facility's Opening Date. You must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete the Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 Improvement Plans.

(a) Prototype Plans Renovation. If the PIP requires you to renovate the Facility in accordance with our Prototype Plans (or you elect to receive the Prototype Plans), you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for renovation of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting demolition and improvement of the Location.

(b) Generally. You will create plans and specifications for the work described in Section 1.1 of this Schedule D (based upon System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, the validity of conversion given the existing structure, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after the renovation. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans not commercially feasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved

Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30-day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible then Liquidated Damages shall not be owed.

2. ONBOARDING AND MANDATORY SUPPORT SERVICES AND FEES.

2.1 Onboarding Services. We will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the request for proposal process. A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 6.

2.2 Mandatory Support Services and Fees. We will arrange for delivery of an initial supply of key property supplies that assist the Facility with meeting System Standards and/or participating in key marketing initiatives as reasonably determined by us. You will pay $500 for your initial supplies. We will arrange to have our preferred photography provider take digital photographs of the in accordance with System Standards for use on our Chain Websites, third party travel websites and various marketing media and such photographs will be owned by us. You will pay $2,750 for the required photo package. If we allow you to open the Facility before your installation of permanent signage, we will arrange for one of our Approved Suppliers to provide temporary exterior signage for the Facility in the form of a Mark-bearing bag to cover your existing primary free-standing sign. You will pay $1,000 for this temporary signage. If you install permanent signage from an Approved Supplier for the Facility on or before the Opening Date, or if within thirty (30) days of the Opening Date you sign a quote and pay the required deposit for permanent signage from the vendor assigned to provide temporary signage for the Facility, then we shall issue you a credit of $1,000. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. If you are required to complete an architectural PIP, we will provide training for your staff at your Facility. This training is conducted on site at your Facility and depending on your room count will last between 1- 5 days and cost between $750 - $3,750. If you have not previously owned a Chain facility or any hotel licensed by one of our affiliates, and are required to complete an architectural PIP, we will also provide owner training. There is no fee for the first attendee of the program, which may run for up to 3 days at a location we designate. You may choose to send additional attendees for a charge of $1,000 each. You are also responsible for facilitator, or your, travel, lodging and meal expense for on-site and owner training. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $1,200 per year.

3. DEFINITIONS.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Prototype Plans means the prototype documents reflecting the overall design intent, FF&E, and color schemes for a Chain Facility that we deliver to you after the Effective Date.

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

[Property Improvement Plan Attached]

SCHEDULE D
ADDENDUM FOR NEW CONSTRUCTION FACILITIES

This Addendum applies if you are constructing a new Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, design, construct, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or a ground lease of the Location by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must commence construction of the Facility no later than 60 days after the Effective Date, and complete construction and properly deliver the Certification as described in subsection 1.3 of this Schedule no later than 14 months from the Effective Date. Construction commences, for purposes of this Schedule, when all of the following occur: (x) we approve a site plan, completed working drawings and detail specifications for the Facility; (y) governmental permits are issued to commence foundation construction; and (z) you commence pouring concrete for building footings. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All construction must comply with System Standards, any Approved Plans, and this Agreement. Your general contractor or you must carry the insurance required under this Agreement during construction.

1.2 Pre-Opening. We may, in our sole discretion, terminate this Agreement by written notice to you (subject to applicable law) if you do not meet the deadlines above. If we choose to grant an extension of any deadline, including the Facility's Opening Date, you must pay us a non-refundable extension fee of $5,000. You must also pay us the Reinspection Fee described in Section 3.7 if the Facility fails the inspection you designate as the completion inspection, does not meet our Standards or conform to the Approved Plans, and our representatives must return to the Facility to inspect it. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval, but in no event before the Facility passes our completion inspection, at which we determine that the Facility as built meets our System Standards, and we receive from you and your architect or contractor the Certification described in subsection 1.3 below. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 ADA Certification. Your architect must certify to us and to you that the Facility's plans and specifications comply with the design requirements of the Americans with Disabilities Act ("ADA"), the Department of Justice Standards for Accessible Design ("ADA Standards") under the

ADA, and all codes that apply using the ADA Certification Form for New Construction (Pre-Construction) in Exhibit A. Before we authorize you to open the Facility, you must complete and submit the ADA Certification Form for New Construction (Post-Construction) attached as Exhibit B (Exhibits A and B, collectively, the "Certification"). You must complete the Certification per their instructions and submit to us only after they have been signed by your general contractor, your architect of record or a consulting architect you hire for the Certification. If you cannot obtain the signature of the contractor or such an architect for the Certification, you must sign the Franchisee's Certification of Compliance on the signature page of the Certification. If we determine that the Certification has not been properly completed, or if we have actual knowledge (not constructive or implied knowledge) that the signatures on the Certification are false or fraudulent, we will return the Certification to you with written notice that we will not permit you to open the Facility for business under the System until we receive a properly completed Certification. We may terminate this Agreement under Section 11 if you do not submit the Certification properly completed before you open the Facility under the System, you fail to meet the deadline for completing the Facility specified in this Schedule because you do not submit a properly completed Certification, or if you submit a false or fraudulent Certification. We will delay the Opening Date until you submit the properly completed Certification. We shall not be liable to you or any third party if the Certification is improperly completed or the Facility is not built or operated in compliance with ADA.

1.4 Improvement Plans.

(a) Prototype Plans. We will provide your designated architect with a set of "Prototype Plans" for the construction, renovation or furnishing of the Facility, which your architect can use for creating the construction documents. To receive the Prototype Plans, you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for construction of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and construction of your Facility. Our review does not cover technical, architectural or engineering factors relating to the Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which your architect is responsible. You must allow for 10 days of review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility, before during or after construction or any subsequent renovation. Any material violation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during construction of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we

may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(b) Construction Costs. Before we authorize you to open the Facility, we may request that you furnish us with information about the construction costs of the Facility by providing a copy of your contractor's application for payment on AIA form G702 and G703 or other documentation reasonably acceptable to us. We will use this information, along with similar information obtained from other franchisees, to more accurately project the cost of developing new construction Facilities in the United States, which we are required to disclose in our Franchise Disclosure Document for new franchisees. We will not disclose outside of our organization or our consultants any information you give to us in a manner which would enable other franchisees or persons to determine your costs for constructing your Facility.

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans commercially infeasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30-day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible then Liquidated Damages shall not be owed.

2. ONBOARDING AND MANDATORY SUPPORT SERVICES AND FEES

2.1 Onboarding Services. We will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the request for proposal process. A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 6.

2.2 Mandatory Support Services and Fees. We will arrange for our preferred photography provider to take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third party travel websites and various marketing media and such photographs will be owned by us. You will pay $2,750 for the required photo package. We will

provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. We will provide training for your staff at your Facility. This training is conducted on site at your Facility and depending on your room count will last between 1- 5 days and cost between $750 - $3,750. If you have not previously owned a Chain facility or any hotel licensed by one of our affiliates, we will also provide owner training. There is no fee for the first attendee of the program, which may run for up to 3 days at a location we designate. You may choose to send additional attendees for a charge of $1,000 each. You are also responsible for facilitator, or your, travel, lodging and meal expense for on-site and owner training. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $1,200 per year.

3. DEFINITIONS.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Prototype Plans means the prototype documents reflecting the overall design intent, FF&E, and color schemes for a Chain Facility that we deliver to you after the Effective Date.

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

INSTRUCTIONS

New construction projects whose last application for a building permit or permit extension is certified to be complete by a state, county, or local government (or, in those jurisdictions where the government does not certify completion of applications, the date when the last application for a building permit or permit extension is received by the state, county, or local government) on or after March 15, 2012 must comply with the ADA standards published on September 15, 2010 (28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D). Thus, for projects that fall within this category, owners must use Exhibit A at the pre-construction stage and Exhibit B at the post-construction stage.

EXHIBIT A

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION (PRE-CONSTRUCTION)

In connection with the project identified as: _____

To the best of my professional knowledge, information and belief, I hereby state the following:

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have reviewed the plans (including architectural interior design plans if they are available prior to construction).

3. The plans comply with the 2010 Standards.

4. I have specifically determined that the plans provide:

    a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

    b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under 2010 Standards.

    c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print Name: _____

Firm: _____

Date: _____

EXHIBIT B

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION (POST-CONSTRUCTION)

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have inspected all areas of the hotel that are open to the public (including accessible guest rooms), and they comply with the 2010 Standards.

3. I have specifically determined that the hotel, as constructed, provides:

    a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

    b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under the 2010 Standards.

    c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print Name: _____

Firm: _____

Date: _____

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

This Addendum applies if you are the transferee of an existing Chain Facility.

1. TRANSFER AND ASSUMPTION.

1.1 This Addendum is for the transfer of an existing Chain Facility at the Location first granted to , ("Prior Franchisee") in a Franchise Agreement with us dated (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that are not paid or performed as of the Effective Date, including without limitation, the obligation to pay any unpaid Royalties, System Assessment Fees or other amounts due us and to correct any uncured defaults, except as may be expressly superseded by this Agreement. You acknowledge that we may require you or your staff to complete training on the use of a property management or similar computer system and software for accessing the Reservation System and pay our then-current fees for such training.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. You must acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the PIP or otherwise and you fail to do so within five days after we send you written notice of default. You must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it.

[If the Facility was in quality assurance default immediately before the Effective Date of the transfer, add the following to the end of Section 2.1:]

You and we acknowledge that Prior Franchisee received one or more notices of default from us before the Effective Date regarding the Facility's failure to meet System Standards. Prior Franchisee did not cure the default before the Effective Date. We have approved the application you submitted to us and have entered into this Agreement in reliance upon your promise and undertaking to complete the Improvement Obligation, including the renovations, operational changes, repairs, refurbishment, replacements, and capital improvements necessary to conform

the Facility to System Standards as detailed on the PIP attached to this Agreement. You must erect a barrier or place signage acceptable to us to exclude Chain guests from any areas under renovation or construction while completing the Improvement Obligation. We may require you to remove, cease display or use, or completely obscure all signage and other items bearing any Marks until the Facility meets System Standards in our discretion. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you continue to display the Marks and identify the Facility as a Chain Facility five days after we send you written notice that you have failed to complete the Improvement Obligation by the date specified in the PIP or otherwise.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings with you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SUPPORT SERVICE AND FEE

3.1 We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $1,200 per year.

4. DEFINITIONS.

Effective Date means the date that you first take possession of the Facility, even if you sign this Agreement after the date you first take possession of the Facility.

Opening Date means the date as of which we authorize you to open the Facility for business identified by the Marks and using the System, even if you sign this Agreement after that date. Unless we require that you close the Facility to perform any pre-opening Improvement Obligation, the Opening Date is the Effective Date.

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

[Property Improvement Plan Attached]

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

This Addendum applies if you are renewing the franchise for an existing Chain Facility by entering into a new Franchise Agreement.

1. CONTINUING OBLIGATION.

1.1 This Addendum is for the renewal of the Franchise for an existing Chain Facility first granted to you in a Franchise Agreement dated (the "Prior Agreement"). You must perform any and all of your obligations (financial and otherwise) under the Prior Agreement remaining as of the date of this Agreement and correct any uncured defaults, except as may be expressly superseded by this Agreement. If the Facility's general manager has not completed our Hospitality Management Program during the eight years immediately preceding the Effective Date, then he/she will be required to participate as set forth in Section 4.1.1 and pay the current fee of $2,250.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. You must renovate and improve the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the PIP or otherwise and you fail to do so within five days after we send you written notice of default. You must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit Plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on

account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings with you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SUPPORT SERVICES AND FEES

3.1 Mandatory Services. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $1,200 per year.

4. DEFINITIONS.

Opening Date has the same meaning as Effective Date.

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITY

[Property Improvement Plan Attached]

Unit No.:

GUARANTY

To induce Baymont Franchise Systems, Inc. its successors, assigns, and affiliates ("you") to sign the franchise agreement with the party named as the "Franchisee" (the "Franchise Agreement") to which this Guaranty is attached pertaining to the site indicated above, and the ancillary agreements to the Franchise Agreement (such ancillary agreements and the Franchise Agreement, collectively, the "Agreements") the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreements are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreements. Without affecting our obligations under this Guaranty, without notice to us, you may extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. We waive notice of amendment to the Agreements. We acknowledge that the provisions of Section 17 of the Franchise Agreement, including Remedies, Venue, Dispute Resolution, and WAIVER OF JURY TRIAL, apply to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreements.

GUARANTORS:

_____
Name:
Address:

_____
Name:
Address:

Unit No.:

INITIAL FEE NOTE

$ Parsippany, New Jersey
Date:

FOR VALUE RECEIVED, the undersigned , a ("Maker"), and , a , and , a (each a "Co-Maker" and collectively, the "Co-Makers") promise to pay to the order of Baymont Franchise Systems, Inc., a Delaware corporation ("Holder"), the principal sum of ($), which amount shall bear no interest unless Maker and Co-Makers default or this Note is accelerated. The principal amount will be payable in one installment due on the earlier to occur of , 20 , or on the Opening Date of the Facility, as both terms are defined in the Franchise Agreement defined below. If this Note is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

If a Termination of the Franchise Agreement occurs for any reason, or Maker defaults under the Franchise Agreement and fails to cure the default within the time permitted under the Franchise Agreement, if any, or any other event occurs which permits Holder to terminate the Franchise Agreement as provided in Section 11.2, or a Transfer occurs, the outstanding principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker and each Co-Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

This Note is issued pursuant to the franchise agreement between Holder and Maker (the "Franchise Agreement") and guaranteed by each Co-Maker for the operation of a Baymont System facility located, or to be located at , and identified by the Unit number above (the "Facility"). All terms not defined herein shall have the same definition as in the Franchise Agreement. Maker's and each Co-Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney-at-law, the Holder shall be entitled to collect reasonable attorneys' fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor, and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases,

discharges, compositions and compromises with any party liable under this Note, with or without any notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this Note.

The terms "Holder," "Maker," and "Co-Maker" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" and "Co-Maker" shall mean and include the named Maker, Co-Maker(s) and all guarantors, sureties and accommodation parties signing or endorsing this Note, each of whom shall be jointly, severally and primarily liable as the maker of this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

ATTEST:

MAKER:

_____

_____

CO-MAKERS:

WITNESS:

_____

_____

WITNESS:

_____

_____

Unit No.:

DEVELOPMENT INCENTIVE NOTE*

$ Parsippany, New Jersey
Date:

FOR VALUE RECEIVED, the undersigned, , a ("Maker"), and , a , and , a (each a "Co-Maker" and collectively, the "Co-Makers") promises to pay to the order of Baymont Franchise Systems, Inc., a Delaware corporation ("Holder"), the principal sum of ($), which amount shall bear no interest unless this Note is accelerated. The principal amount will be disbursed by Holder to Maker, and Maker will become subject to the obligation to repay or discharge this Note, when and if all of the conditions for disbursement set forth in the Franchise Agreement (as defined below)have been met.

Maker will become subject to the obligation to repay or discharge this Note upon receipt of any portion of the principal amount. On each anniversary of the Facility's Opening Date, one- of the original principal amount will be forgiven without payment. Maker's obligation to repay the principal of this Note will cease and this Note will be cancelled and discharged when the principal is completely forgiven.

This Note shall be accelerated upon any of the following events (each, an "Accelerating Event"): (i) a Termination of the Franchise Agreement occurs for any reason; (ii) a Transfer occurs and the transferee does not assume Maker's obligation under this Note in a writing acceptable to Holder prior to the closing of the Transfer; (iii) the Maker loses ownership or possession or the right to possession of the Facility, or otherwise loses the right to conduct the franchised business at the Facility, whether by foreclosure, deed in lieu of foreclosure, the exercise of the secured party's rights against any pledge of Franchisee's or any parent entity's equity securities, or otherwise; or (iv) if any proceeding for the appointment of a receiver or other custodian for, or seeking marshaling or composition of or for, Maker's business or assets is filed in any court of competent jurisdiction, or otherwise commenced in accordance with legal requirements, and is not dismissed within ninety (90) days. If such an Accelerating Event occurs, the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand, or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker and each Co-Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

If this Note is accelerated and is not paid in full within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum and the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the

* If you are a resident of community property or certain other states, your spouse must also sign the Note as co-maker.

Unit No.:

United States of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

This Note is issued pursuant to the franchise agreement between Holder and Maker, and guaranteed by each Co-Maker (the "Franchise Agreement") for the operation of a Baymont System facility (the "Facility") to be located at , and identified by the Unit number indicated above (the "Facility"). All terms not defined in this Note shall have the same definition as in the Franchise Agreement. If the Franchise Agreement terminates before the Facility opens and Holder has not disbursed the Development Incentive to Maker, or if Maker fails to meet the conditions for disbursement set forth in the Franchise Agreement, then this Note will be deemed discharged and neither party will have any further obligation to the other under this instrument. Maker's and each Co-Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment, or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor, or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases, discharges, compositions, and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under this instrument.

The terms "Holder," "Maker," and "Co-Maker" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" and "Co-Maker" shall mean and include the named Maker, Co-Makers, and all guarantors, sureties and accommodation parties signing or endorsing this Note.

[Remainder of Page Intentionally Left Blank]

Unit No.:

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

ATTEST:

_____

MAKER:

_____

CO-MAKERS:

WITNESS:

_____

_____

_____

_____

Unit No.:

TO BE USED BY A TRANSFEREE TO ASSUME THE UNAMORTIZED BALANCE OF THE NOTE.

ASSUMPTION OF DEVELOPMENT INCENTIVE NOTE

FOR VALUE RECEIVED, the undersigned Assignee and owners of Assignee ("Assignee Principals") jointly and severally assume and undertake to pay when due the outstanding principal amount and accrued interest, if any, of that certain Development Incentive Note, dated , originally made by in the original principal amount of $ (the "Note"), in accordance with the terms of the Note, a copy of which is attached to this instrument. All terms not defined in this instrument shall have the same definition as in the Agreement or the Note, as applicable. The undersigned intend for Holder, its successors, and assigns to rely on this instrument to approve and authorize the transfer of the Baymont "Facility" located at to the undersigned Assignee. The undersigned have obtained information on the outstanding principal amount of the Note from the Prior Owner, the present franchisee of the Facility, satisfactory to the undersigned and represent to Holder that the undersigned will benefit from the assumption of the Note.

The undersigned waive presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection of the Note and any prior or subsequent assumptions or transfers of the Note. Holder reserves the right to modify the terms of the Note, grant extensions, renewals, releases, discharges, compositions and compromises with any party liable on the Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under the Note and any prior or subsequent assumptions or transfers of the Note.

Each of the undersigned shall be deemed a Maker of the Note, as defined therein.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument effective as of the date that the transfer of the Facility to the undersigned is effective.

ASSIGNEE:

_____

By:_____
Title: _____

ASSIGNEE PRINCIPALS:

_____
Individually, as Co-Maker

_____
Individually, as Co-Maker

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of , 20 by and among , a ("Assignor"), , a ("Assignee"), and BAYMONT FRANCHISE SYSTEMS, INC., a Delaware corporation ("Company").

Recitals. Assignor is the "Franchisee" under a franchise agreement, dated as of , 20 (the "Franchise Agreement"), and certain related ancillary agreements with Company or its affiliates. The Franchise Agreement, along with all amendments and the ancillary agreements, will be referred to as the "Primary Agreements." The Franchise Agreement is attached to this Agreement as Exhibit A and relates to the granting of a Baymont franchise for a lodging facility designated as Unit No. (the "Facility") located at . Assignor is conveying the Facility to Assignee. Assignor desires to assign the Primary Agreements to Assignee, which desires to assume and accept the rights and obligations under the Primary Agreements, effective as of the date of this Agreement. Capitalized terms not defined in this Agreement have the meanings given to them in the Franchise Agreement.

IN CONSIDERATION of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Assignor assigns, transfers, bargains, sells, and delegates to Assignee all of its rights, title and interest in and to the Primary Agreements and its obligations existing and arising in the future under the Primary Agreements.

2. Assignee accepts and assumes the rights, benefits and obligations of Assignor under the Primary Agreements, effective as of the date of this Agreement, including all existing and future obligations to pay and perform under the Primary Agreements. Assignor shall remain secondarily liable for payment and performance under the Primary Agreements. The owners of Assignee have executed the Guaranty attached to this Agreement as Appendix A.

3. To induce the Company to consent to this Agreement and the assignment of the Primary Agreements, as of the effective date of this Agreement, Assignee adopts and makes to Company the representations and warranties of Assignor set forth in Section 14 of the Franchise Agreement. As of the effective date of this Agreement, Assignee is the owner of fee simple title to the Facility or is otherwise entitled to possession of the Facility for the remainder of the Term of the Franchise Agreement. Assignee's owners are shown on Exhibit B attached to this Agreement, which amends Schedule B of the Franchise Agreement.

4. Assignee will deliver, together with this Agreement, evidence of insurance meeting System Standards, as contemplated under the Franchise Agreement and the System Standards.

5. This Agreement shall be deemed a supplement to and modification of the Primary Agreements,, as previously modified by any prior amendments and addenda and this Agreement. Except as expressly stated, no further supplements to or modifications of the Primary Agreements are contemplated by the parties. There are no oral or other written arrangements between the Company and Assignor except as expressly stated in the Primary Agreements and any written amendment or addendum that is included as Exhibit A to this Agreement. The Primary

Agreements, as previously modified, are incorporated by this reference and have been provided by Assignor to Assignee.

6. Assignor and Assignee acknowledge that the Company has not participated in the negotiation or documentation of the transfer transaction between the Assignor and Assignee, and that Company has not made any representation or warranty nor furnished any information to either party. Assignee waives any and all claims against the Company, and its respective officers, directors, shareholders, affiliated corporations, employees and agents, arising out of the transfer of the Facility. Assignee expressly acknowledges that the Company was not a participant in such transaction and that the Company has no liability in connection with such transaction. Assignee acknowledges that it has made all investigation of Assignor and the Facility as it believes appropriate.

7. Any notice required under the Primary Agreements to be sent to Assignee shall be directed to:

ASSIGNEE:

Name:
Street:
City, State & Zip:
Attention:
Fax No.:
Email address:

In addition, upon execution of this Agreement, Assignor will provide Company, in writing, with its address, telephone number, and email address for any notices relating to the Primary Agreements that may be sent following the date of this Agreement. Assignor consents to receive such electronic mail from Company.

8. The Company consents to the assignment and assumption of the Primary Agreements as provided in this Agreement. No waivers of performance or extensions of time to perform are granted or authorized. The Company will treat Assignee as the franchisee under the Primary Agreements. The rights of Assignor to the Franchise under Section 1 of the Franchise Agreement or to any rights licensed to Assignor under any of the Primary Agreements will be terminated effective as of the date of this Agreement.

9. Assignee agrees that, notwithstanding anything to the contrary in the Primary Agreements, it will report and pay to Company all Recurring Fees and other fees and charges due under the Primary Agreements online via Company's self-service Electronic Invoice Presentment and Payment tool accessible through our Chain intranet, or such other method as the Company may designate. Company reserves the right to change, from time to time, the technologies or other means for reporting and paying fees by amending System Standards.

10. **[INSERT If there is a Development Incentive Note]** Assignee and its owners (and their respective spouses, as to any owner who resides in a community property state or certain other states) have executed and delivered to the Company an Assumption of Development Incentive Note in the form attached to the Development Incentive Note of Assignor or otherwise provided by

Company; provided, however, that such Assumption does not discharge or release Assignor and any co-makers of the Development Incentive Note from liability under such note.]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first above written.

COMPANY:
BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

ASSIGNOR:

By:_____
Printed Name:
Title:

ASSIGNEE:

By:
Printed Name:
Title: :

Exhibit A - Franchise Agreement
Exhibit B - Owners of Assignee
Appendix - Guaranty

EXHIBIT A

THE FRANCHISE AGREEMENT

A copy of the Franchise Agreement follows this page.

EXHIBIT B

Part I of Schedule B of the Franchise Agreement is hereby amended as follows:

Name and Address	Ownership Percentage	Type of Equity Interest	Office Held (Title)

Unit No.:

APPENDIX A
(additional signature pages to be affixed, as applicable)

GUARANTY

To induce BAYMONT FRANCHISE SYSTEMS, INC., its successors, assigns, and affiliates ("Company") to consent to the assignment and assumption of the Primary Agreements (as defined in the Assignment and Assumption Agreement (the "Agreement") to which this Guaranty is attached), the undersigned, personally, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to Company that Assignee's representations and warranties in the Agreement and in the Franchise Agreement are true and correct as stated; and (ii) guaranty that all of Franchisee's obligations under the Primary Agreements will be punctually paid and performed, from and after the time Assignee becomes the Franchisee under the Franchise Agreement. Capitalized terms not defined in this Guaranty have the meanings given to them in the Agreement.

Upon default by Franchisee and notice from Company, we will immediately make each unpaid payment and perform or cause Franchisee to perform each unperformed obligation of Franchisee under the Primary Agreements. Without affecting our obligations under this Guaranty, without notice to us, Company may, extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of any amendment to the Agreements and the underlying Primary Agreements. Without limiting anything set forth in the Agreement or the Primary Agreements, we acknowledge that the provisions of Section 17 of the Franchise Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, apply to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

GUARANTORS:

_____
Name:
Address:

_____
Name:
Address:

_____
Name:
Address:

_____
Name:
Address:

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we", "our" or "us") and ("you") is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Our right to terminate the Franchise Agreement under Section 11.2 if you commence a bankruptcy proceeding may not be enforceable under federal bankruptcy law.

2. Under Section 1671 of the California Civil Code, certain liquidated damages clauses are unenforceable.

3. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

4. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043). To the extent required by such laws, Franchisee shall not be required to execute a general release.

5. The highest interest rate allowed by law in California is currently 10% annually.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO ILLINOIS LAW

This Addendum to the Franchise Agreement, the Master Information Technology Agreement, Signature Reservation Service Agreement, Hotel Revenue Management Agreement, Three Party Agreement, Lender Notification Agreement, Termination and Release Agreement and Assignment and Assumption Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we", "our" or "us") and ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

This Addendum to the Franchise Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we", "our" or "us") and ("you") is dated _____, 20__.

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland:

> No release language set forth in Sections 5, 9 or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Pursuant to the Maryland Franchise Registration and Disclosure Law, any claim by you under such law must be brought within three years of the grant of the franchise. You may file this action in any Maryland court or Federal court located in Maryland.

2. Section 11.2 of the Franchise Agreement provides that the Franchise will automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

4. Notwithstanding anything to the contrary stated in Section 17.6.3, you may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

BY:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between Baymont Franchise Systems, Inc. ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. In compliance with Minnesota Rule 2860.4400J, the eleventh sentence in Subsection 11.4 of the Franchise Agreement is amended to read as follows:

> "You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, which may require us to post a bond."

In addition, the following language is added at the end of Section 17.6.3 of the Franchise Agreement:

> Minnesota Statutes, Section 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 the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or this Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

2. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C. 14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. We will not require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. You understand that Minnesota law limits you to a three year period from the date a claim accrues in which to bring any claim against us for a violation of Minnesota Statutes, Section 80C.17.

5. To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or

demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NEW YORK GENERAL BUSINESS LAW

This Addendum to the Franchise Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we", "our" or "us") and ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 9.3 is amended by adding the following statement immediately after the first sentence of such Section:

> However, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 10 is amended by adding the following statement immediately after the first sentence of such Section:

> However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. You acknowledge that, pursuant to Section 1136 of the New York Tax Law, we are obligated to file an annual information return with the New York State Department of Taxation and Finance which identifies, among other things, the "gross sales" of your franchise as you reported such "gross sales" to us. You release any claim against us or our agents relating to our filing of an information return pursuant to Section 1136 of the New York Tax Law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President
YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we", "our" or "us") and _____ ("you") is dated _____, 20____.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Liquidated damages are prohibited by law in the State of North Dakota.

2. The Franchise Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires you to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota. Any non-competition covenants contained in the Franchise Agreement shall be subject to the North Dakota laws on franchising.

3. Any provisions in the Franchise Agreement (including but not limited to Section 17.6.4) which require you to waive the right to a jury trial, or exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.

4. Section 5 of the Franchise Agreement is revised to provide that a general release shall not be required as a condition to renewal.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE RHODE ISLAND FRANCHISE INVESTMENT ACT

This Addendum to the Franchise Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we"' "our" or "us") and ("you") is dated _____, 20__.

Notwithstanding anything to the contrary stated in Section 17.6.1 or elsewhere in the Franchise Agreement, the Franchise Agreement shall be governed by Rhode Island law with respect to any claim enforceable under the Rhode Island Franchise Investment Act.

Sections 17.6.1 and 17.6.3 of the Franchise Agreement are supplemented by the addition of the following:

> "§ 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 the Act."

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT

This Addendum to the Franchise Agreement by and between BAYMONT FRANCHISE SYSTEMS, INC. ("we", "our" or "us") and ("you") is dated _____, 20__.

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20___.

BAYMONT FRANCHISE SYSTEMS, INC.

By:_____
Vice President

YOU, as franchisee:

By:_____
Name:_____
Title:_____

This application is to be completed online via the Wyndham Community internet portal. The online version appears in a different format. As an alternative, we may provide a paper application. We may update or modify this application at any time.

WYNDHAM FRANCHISE APPLICATION

The following information will be collected during the application process:

- **General Information**
  Information for the individual completing the application and the individual who will serve as the entity principal contact.
- **Hotel Experience**
  Please provide a listing of any current or past hotel ownership experience for each individual with any ownership interest in the hotel.
- **Property Information**
  Details about the hotel location, current affiliation (if any) and room count.
- **Property Contacts**
  Contact information for various roles at the hotel (GM, Site Principal, etc).
- **Entity Information**
  Details about the entity that owns or otherwise has the right to possess the hotel.
- **Entity Ownership**
  Specifics of any beneficial ownership of the hotel, including names, addresses and ownership percentages.
- **Application Supporting Documentation**
  Documentation required to confirm and supplement the completed application information

General Information:

Applicant name	
Entity principal first name (The primary contact designated by ownership to represent the organization.)	
Entity principal last name	
Entity principal email	
Entity principal phone number	
Entity principal phone type	
Entity principal country	
Entity principal street address line 1	
Entity principal street address line 2	
Entity principal city	
Entity principal state	
Entity principal ZIP / postal code	

Hotel Experience:

Do you or your co-owners have prior hotel experience?
☐ Yes ☐ No

How many Wyndham properties do you and your co-owners currently own/operate? _____

Brand	
City	
State	

How many non-Wyndham properties do you and your co-owners currently own/operate? _____

Hotel / Brand Name	
City	
State	

Property Information:

Does your property have a finalized address?
☐ Yes ☐ No

Closest major intersection or landmark (Please enter the name of the closest landmark or intersection to your property if address is not yet confirmed): _____

Current facility / brand affiliation name (if any)	
Property phone	
Phone type	
Property country	
Property street address line 1	
Property street address line 2	
Property city	
Property state / province / region	
Property county	
Property ZIP / postal code	
Total number of guest rooms (including any currently unrentable rooms such as storage, manager accommodations, etc.)	
Total number of rentable guest rooms (excluding guest rooms currently used as storage, manager accommodations, etc.)	

Property Contacts:

Site Principal:
The site principal is designated as the legal contact for the franchisee / licensee/ member, meaning they will receive any formal notices issued pursuant to the franchise / license /

membership agreement, and their contact information will be shared with third parties seeking information about the franchisee / licensee / member.

First name	
Last name	
Title	
Company	
Email Address	
Phone number	
Phone type	
Country	
Street address line 1	
Street address line 2	
City	
State	
ZIP / postal code	

General Manager:
The designated General Manager

First name	
Last name	
Title	
Company	
Email Address	
Phone number	
Phone type	
Country	
Street address line 1	
Street address line 2	
City	
State	
ZIP / postal code	

Has this person previously completed Hospitality Management Program (HMP) for any other site(s) within Wyndham Hotels & Resorts?
☐ Yes ☐ No

(If yes, please provide)

Site # / brand	
Date of class	
Location of class	

Entity Information:

If the proposed purchaser of the franchise or membership will be an entity, please (select yes and) provide the entity details.
☐ Yes ☐ No
(If yes, please provide)

Entity Name	
Entity phone	
Entity phone type	
Entity email address	
Entity country	
Entity street address line 1	
Entity street address line 2	
Entity city	
Entity state	
Entity ZIP / postal code	

Entity Ownership:

Please provide a list of all owners, including their contact information and percentage owned. If you are a sole proprietor, simply list your contact information; to enter additional owners, please select "Add Another Owner" and complete the required details for each. Note: Ownership information must be verified via appropriate documentation and, prior to entering into any agreement, you must identify all individuals with 10% or greater ultimate beneficial ownership interest in your hotel.

Entity owner type

☐ Individual ☐ Organization

(For each Organization, please provide the following)

Organization name	
Organization ownership percentage	
Organization email address	
Organization phone number	
Organization phone type	
Organization country	
Organization street address line 1	
Organization street address line 2	
Organization city	
Organization state / province / region	
Organization ZIP / postal code	

(For each Individual, provide the following)

Owner first name	
Owner last name	
Ownership percentage	
Owner email address	
Owner phone number	
Owner phone type	
Owner country	
Owner street address line 1	
Owner street address line 2	
Owner city	
Owner state / province / region	

Finalize Your Application Submission

Applicant represents and warrants to Wyndham Hotel Group, LLC that the enclosed information is true, complete, and correct as of the date of the Application, and agrees to supply such additional information, documents, statements or data as may be requested by Wyndham Hotel Group, LLC, and to supplement and correct the information supplied promptly after any earlier submission becomes inaccurate or incomplete. As part of the application process, the undersigned, acting for any entity that is the applicant and as agent for the persons listed as owners of the entity or as participants in the proposed franchise, authorizes Wyndham Hotel Group, LLC and its affiliates to conduct a background investigation of the financial condition, general character and reputation of the applicant, its officers, partners, directors, shareholders, owners and managers. The undersigned authorizes the release of such information to Wyndham Hotel Group, LLC and its affiliates by all financial institutions, credit bureaus, other public and private reporting organizations, government, regulatory entities, employers, and other references contacted by Wyndham Hotel Group, LLC or its affiliates in connection with this application. The undersigned further authorizes Wyndham Hotel Group, LLC to communicate to the applicant and all persons or entities named in this application via electronic mail.

Completion of an application is not an offer. Federal and certain state laws regulate the offer and sale of franchises. An offer will only be made in compliance with those laws and regulations, which may require we provide you with a Franchise Disclosure Document. For a copy contact Wyndham Hotel & Resorts, Inc. at 22 Sylvan Way, Parsippany, NJ 07054. All hotels are independently owned and operated with the exception of certain hotels managed or owned by a subsidiary of the company.

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☐ Check here to confirm you have read and agree to the Application Submission terms described above.

☐ Confirm Submission

Application Supporting Documentation:

Your application has been submitted! Please proceed to provide your application documentation. There are documents required to process your application as well as additional documentation that must be provided once available.

☐ Proceed to submit Documentation

EXHIBIT C-2

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Facility:
Unit No.:
Brand:

MASTER INFORMATION TECHNOLOGY AGREEMENT

This Master Information Technology Agreement ("**Agreement**"), effective as of , 20 (the "**Effective Date**"), by and between , a corporation (including its Affiliates, "**Service Provider,**" "**we**," "**our**," or "**us**"), and [insert full entity legal name here], a ("**Franchisee,**" "**you**," or "**your**"), governs your access to and use of the Products and/or Services as described herein. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Agreement. This Agreement pertains exclusively to the lodging facility located at (the "Location").

For and in consideration of the mutual covenants, representations and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

1. GENERAL

1.1 Definitions. Capitalized terms used herein shall have the meanings ascribed to them in this Agreement, including Attachment 1.1, or in any Schedules attached hereto, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise Agreement between us and you and are incorporated herein by reference.

1.2 Conflicts in Interpretation. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms of the Schedules attached to this Agreement; and (b) second, the terms contained in the body of this Agreement, provided that no order of precedence shall be applied among such Schedules.

2. DESCRIPTION OF PRODUCTS AND SERVICES; SCHEDULES; ACTIVITIES

2.1 Products and Services. During the Term of this Agreement, and in exchange for you paying us the Fees described in this Agreement, we (or our authorized Third-Party Product or Service providers) will (a) perform for you various consulting, information technology, development, data processing, webhosting, maintenance, and support services ("**Services**"); and/or (b) license, lease, sell or otherwise provide you with equipment, materials, software (including Software-as-as Service and/or cloud-based software ("**SaaS**")), and other such items ("**Products**"), as are more fully described in this Agreement (including any applicable Schedule). The Products and Services consist of Products and/or Services that (x) we provide to you directly (including our Hotel Technology Client Support team); or (y) we provide to you on behalf of our Third-Party Product or Service providers.

2.2 Schedules. Any and all Products and/or Services provided by us to you under this Agreement shall be set forth in a written schedule(s) to be mutually agreed-upon and signed by you and us ("**Schedule**"). Such Schedule shall, at a minimum: (a) incorporate this Agreement by reference; (b) describe the Products and/or Services being provided to you; (c) describe the applicable Fees for such Products and/or Services; and (d) detail any special terms and conditions applicable to you or your use of the applicable Products and/or Services.

2.3 Collection of Fees. We have entered, or in the future may enter, into an arrangement with Third-Party Product or Service providers wherein we will collect fees from you for those respective Third-Party Products and/or Services. If we do so, you will see such fees reflected on the monthly invoice you receive from us and, we may retain a percentage of fees collected to reimburse us for our costs associated with such collection. We may modify this payment arrangement in our sole discretion from time to time.

3. GRANT OF RIGHTS.

3.1 License. Subject to payment of all applicable Fees, we hereby grant you a limited, non-transferable, non-exclusive license, to access, use and display the Products and/or Services, as applicable, solely for the Permitted Use, solely by your Permitted Users, and solely in accordance with the terms and conditions set forth in this Agreement and/or any applicable Schedule(s). For Products and/or Services that have a term associated with them, the license granted to you shall be limited to the term identified in an applicable Schedule.

3.2 Restrictions. In addition to any terms, conditions or restrictions set forth in this Agreement and any applicable Schedule, you shall not: (a) permit any person or entity, other than a Permitted User, to access or use the Products and/or Services; (b) create or attempt to create any derivate works based on the Products and/or Services; (c) copy, frame or mirror any part or content of the Products and/or Services; (d) disassemble, decompile, reverse engineer or otherwise attempt to recreate the Products and/or Services; or (e) access, use or otherwise manipulate the Products and/or Services in order to create a competitive product or service or to copy any features, functions or graphics of the Products and/or Services. Service Provider may, at its sole discretion and without prior notice to you, conduct audits of your hardware, computer systems and applications, including audits by electronic and remote means, to verify conformance with this Agreement and/or any Schedule. You shall not load, store or otherwise use any products and/or software on or with the Products and/or Services, without Service Provider's prior written consent, as the use of such products and/or software may adversely affect the operation and functionality of the Products and/or Services. If you violate this Section, the warranties set forth in this Agreement shall be void, and you shall be solely responsible for the cost of repair or replacement of the Products and/or Services, if any.

3.3 Title. Except as provided in Section 3.1, all rights, title, interests in and to, and ownership of, the Products and/or Services, including all Intellectual Property rights therein, are and shall remain with us, our Affiliates and/or any Third-Party Product or Service providers who license or otherwise provide Products and/or Services to us or you. You shall at all times protect and defend us, our Affiliates, and/or any Third-Party Product or Service providers who license or otherwise provide Products and/or Services, at your own cost and expense, against all claims, liens and legal processes of your creditors arising out of your use of the Products and/or Services.

3.4 Suggestions. Any suggestions and feedback relating to the Products and/or Services or relating to any desired or recommended additional features, enhancements or modifications to the Products and/or Services that are provided by or through you or your Affiliates to us or our Third-Party Product and Service providers shall be the exclusive property of us or our Third-Party Product and Service providers, as applicable, as of the date it is offered to us or our Third-Party Product and Service providers, as applicable, and you and your Affiliates hereby assign all rights and interests in and to such suggestions and feedback to us or our Third-Party Product and Service providers, as applicable, as of the date it is offered to us or our Third-Party Product and Service providers, as applicable.

3.5 Access Credentials. We, directly or indirectly, may provide Access Credentials to you. We

may, from time to time and in our sole discretion, change or require you to change your Access Credentials. You must follow all security procedures and protocols that we may from time to time establish or modify. You shall not permit the Products and/or Services to be accessed in violation of the security procedures and protocols as set forth herein or as we may otherwise establish. You shall safeguard any Access Credentials that we provide to you as a trade secret, and shall reveal such information only to Permitted Users on a need-to-know basis. You shall immediately inform us if you have knowledge or a reasonable basis to believe that your Access Credentials have been lost, stolen, misappropriated or compromised in any way or manner, and you shall strictly follow our instructions regarding any replacement Access Credentials. You shall be responsible for all access or use through your Access Credentials.

3.6 Your Responsibilities. You shall: (a) be fully responsible for your Permitted Users' compliance with this Agreement and any applicable Schedule; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquires Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with this Agreement, any applicable Schedule, and applicable laws and government regulations. You shall not: (i) make the Products and/or Services available to anyone other than your Permitted Users, unless expressly permitted in an applicable Schedule; (ii) sell, resell, rent or lease the Products and/or Services; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all amounts specified in the applicable Schedule(s) for the Products and/or Services ("**Fees**"), for the duration of the applicable Schedule Term and in accordance with this Agreement. If your franchise involves the transfer of an existing Chain Facility to you or changing affiliation of the Facility from one Wyndham Hotels & Resorts, Inc.-owned franchise system to another, you may be charged a transfer fee, which transfer fee shall be set forth in an applicable Schedule ("**Transfer Fee**").

4.2 Payments. Unless otherwise set forth in an applicable Schedule, you shall pay us the Fees each month of the Schedule Term. Except as otherwise noted, all Fees and charges described in this Agreement are expressed and payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). All Fees are payable by you three (3) days after the month in which they accrue, without billing or demand. We may apply any amounts received to any outstanding invoices in any order. If you do not make all payments to us when due, then, upon written notice to you, we may withhold implementation, suspend the provision of Products and/or Services (subject to Section 4.4 below) or terminate this Agreement or any applicable Schedule, at our sole discretion. We may increase the ongoing Fees on an annual basis, providing we make the same change to similarly-situated chain Facilities; provided, however, that we shall notify you no less than thirty (30) days prior to any such increase taking effect.

4.3 Overdue Charges. If any Fees or charges are not received from you by the due date, then, at our sole discretion, (a) such Fees and/or charges may accrue late interest at the rate of 1.5% of the

outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future order or subscription renewals on payment terms shorter than those specified herein.

4.4 Suspension of Service and Acceleration. You will be in default of this Agreement if you do not pay us when a payment is due under this Agreement. If your default is not cured within ten (10) days after you receive written notice from us that you have not paid us any Fees or amount that is due, we may, without limiting any other rights and remedies we may have, accelerate your unpaid payment obligations under this Agreement so that all such obligations become immediately due and payable, and/or suspend the Products and/or Services to you until such amounts are paid in full.

4.5 Taxes. Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with its purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable based on our income, property and employees.

5. TECHNICAL SPECIFICATION REQUIREMENTS

5.1 Minimum Technical Requirements. In order to access and/or use the Products and/or Services, you may be required to satisfy and/or maintain certain minimum technical requirements. Any such requirements shall be set forth in the applicable Schedule, or as may be agreed upon in writing by us and you from time to time. If any Third-Party Product or Service provider(s) (including without limitation, any Third-Party Product or Service provider made available by us), at your request, attempts to integrate hardware or other products and/or services with the Products and/or Services we provide to you, we shall not be liable for any injury or damage to either the hardware or such Third-Party Products or Services, unless such injury or damage is due to our gross negligence or willful misconduct. For the avoidance of doubt, the warranties and support described in this Agreement do not apply to any hardware or products and/or services not provide to you by us.

6. ADDITIONAL OFFERINGS

6.1 Acquisition of additional Products and/or Services. We or a Third Party may from time to time make available to you offerings designed to interoperate with the Products and/or Services ("**Additional Offerings**"). Any acquisition by you of such Additional Offerings from a Third Party, and any exchange of data between you and any Third-Party provider of such Additional Offerings, is solely between you and the Third Party that provides the applicable Additional Offerings.

6.2 No Representation or Warranty. We do not warrant or support any Third-Party Additional Offerings. Any Third-Party Additional Offerings shall be governed exclusively by any agreement entered into between you and the Third Party that offers the applicable Additional Offerings. If the provider of any Additional Offerings ceases to make such Additional Offerings available for interoperation with the Products and/or Services on reasonable terms, we may, in our sole discretion, cease providing access to such Additional Offerings without entitling you to any refund, credit, or other compensation.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**"

means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Service Provider's Confidential Information shall include the Products and/or Services. Confidential Information of each Party shall include the terms and conditions of this Agreement, the terms and conditions of any and all Schedules, as well as business and marketing plans, technology and technical information, product plans and designs, Personal Information, and business processes disclosed by such Party (or a Party's Affiliate). However, Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a Third Party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party. "**Personal Information**" means any information about an identifiable individual. Examples of Personal Information include, but are not limited to, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Service Providers or its Affiliates, employees, franchisees, sales associates, brokers, or customers.

7.2 Protection of Confidential Information. The Receiving Party shall: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (including any and all Schedules); and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party shall disclose the terms of this Agreement (including any and all Schedules) to any Third Party, other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4 Equitable Relief. The Parties acknowledge and agree that, given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for any breach of this Section 7 by the Receiving Party, and that the Disclosing Party may suffer great and irreparable injury as a consequence of such breach. Accordingly, each Party agrees that, in the event of such a breach or threatened breach, the Disclosing Party shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) in order to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by the Receiving Party but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the Disclosing Party.

7.5 Regulatory Considerations. Notwithstanding anything set forth to the contrary, an employee of the Disclosing Party, including an individual who would be considered an employee pursuant to 18

U.S.C. §1833(b)(4), shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of Confidential Information if such disclosure is made in confidence to a government official, either directly or indirectly, or to that individual's attorney, if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or if the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation claiming that retaliation against said individual for reporting a suspected violation of law may disclose Confidential Information to his or her attorney and may use it in the court proceeding, provided any document containing the Confidential Information is filed under seal and the individual does not disclose the Confidential Information, except pursuant to court order.

8. DATA PRIVACY

8.1 Data Policies. You shall at all times comply with all applicable privacy laws and our and our Affiliates' guidelines for privacy, information protection, and data and systems security, including any data and privacy policy or policies we may establish from time to time (the "**Data Policies**"). Service Provider may, at its sole discretion and without prior notice, update from time to time. If there is a conflict between the Data Policies and applicable law, you should comply with applicable law and immediately notify us in writing of such conflict.

8.2 Guest Information. We and/or our Affiliates shall own all Guest Information that is within our possession and/or the possession of our Affiliate or any service provider holding such information on our or our Affiliate's behalf, and you shall own all Guest Information that is within your possession or the possession of any service provider of yours holding such information on your behalf. To the extent that we (including our Affiliates) and you both possess identical Guest Information, our (including our Affiliates') and your respective ownership rights with regard to such Guest Information shall be separate and independent from one another. You acknowledge and agree that: (a) you shall take all commercially reasonable steps to assure the timely and accurate collection, recording, processing and transmittal of the Guest Information to the Products and/or Services at all times; and (b) with respect to your use of the Guest Information, you shall comply with all applicable laws, our Data Policies and any contract or promise you make with or to any of the guests of the Facility.

8.3 Non-Owned Information. Other than the Guest Information, you shall not use any information you obtain from any Service, including but not limited to any information that we append to the Guest Information ("**Non-Owned Information**"), for the benefit of any business, enterprise or activity other than the business of the Facility, and in accordance with all applicable laws and our Data Policies. You shall not disclose, copy, assign, transfer, lease, rent, sell, donate, disseminate or otherwise commercialize any Guest Information or any Non- Owned Information for any other purpose our prior written consent, which we may withhold at its sole discretion.

8.4 Dummy Information. Any information provided to you from the Products and/or Services may contain "dummy" information, special codes or other devices to ensure compliance with this Agreement and monitor possible unauthorized use of the Products and/or Services. You shall be conclusively presumed to have violated this Agreement if we discover any unauthorized mail or contacts from information provided only to you or the Facility.

8.5 Improper Access. If you should obtain access to Non-Owned Information in violation of the Data Policies or this Agreement, you shall be a trustee of that information and must act in a fiduciary capacity to protect the information from further unauthorized use or disclosure, and take all commercially reasonable efforts to return the information to us as soon as possible.

9. NO WARRANTIES

9.1 EXCEPT AS MAY OTHERWISE BE SET FORTH IN AN APPLICABLE SCHEDULE AND/OR WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS AND/OR SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM AND PRODUCTS AND/OR SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE.

9.2 YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES UNLESS DUE TO OUR WILLFUL MISCONDUCT.

10. INDEMNIFICATION

Indemnification. You shall indemnify, defend and hold harmless us, our Affiliates, our licensors and their successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to your operation, use or non-use of the Products and/or Services (including your failure to comply with this Agreement and any applicable Schedules); your use of the Guest Information; any Third-Party data or system security breaches; and/or any Additional Offerings or agreements for such Additional Offerings. We shall not be liable to you or any other person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own intentional misconduct.

11. NO LIABILITY FOR INFORMATION

WE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM ANY INCORRECT INFORMATION GIVEN TO US OR INPUT INTO THE PRODUCTS AND/OR SERVICES BY ANY PERSON THAT IS NOT US. SUPPORT OR SERVICES HEREUNDER NECESSITATED BY COMPUTER VIRUSES, OR BY ANY FAILURE OR BREACH OF YOUR SECURITY FOR ITS SYSTEMS OR DATA, INCLUDING, WITHOUT LIMITATION, DAMAGE CAUSED BY PERSONS LACKING AUTHORIZED ACCESS, ARE NOT COVERED UNDER THIS AGREEMENT. YOU WAIVE ANY CLAIMS HEREUNDER AGAINST US TO THE EXTENT ARISING FROM YOUR FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR TO THE EXTENT ARISING FROM A FAILURE OR BREACH OF YOUR

SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO YOUR SYSTEMS.

12. DAMAGE LIMITATION

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER WE NOR OUR AFFILIATES SHALL BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "**INDIRECT DAMAGES**") IN CONNECTION WITH THE PRODUCTS AND/OR SERVICES OR THIS AGREEMENT, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PREVIOUSLY PAID BY YOU TO FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

13. TERM; TERMINATION AND SUSPENSION

13.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until expiration and/or termination of the Franchise Agreement, unless earlier terminated in accordance with the terms and conditions of this Agreement ("**Agreement Term**"). The Schedule(s) shall commence as of the effective date(s) set forth therein, and shall continue in full force and effect until expiration and/or termination of such applicable Schedule(s), unless earlier terminated or extended in accordance with the terms and conditions of the applicable Schedule(s), this Agreement or the Franchise Agreement ("**Schedule Term**").

13.2 Our Right to Terminate. If any one of the following events occurs, then to the extent permitted by applicable law, we shall have the right, at our option and without liability or further obligation to you, to immediately terminate this Agreement (including any of the applicable Schedule(s)): (a) you fail to make any payment when due under this Agreement (including any of the applicable Schedule(s)), the Franchise Agreement or any other agreement between you and us; (b) you breach any covenant, warranty or terms and conditions set forth in this Agreement (including any of the applicable Schedule(s)), the Franchise Agreement or any other agreement between you and us; (c) we cease to provide the Products and/or Services; (d) the Franchise Agreement expires or terminates for any reason; or (e) we assign, transfer, dissolve, terminate, or wind-down our business, under applicable law. We may terminate this Agreement for convenience at any time provided that we shall provide you with no less than sixty (60) days' advance notice.

13.3 Termination Due to Bankruptcy or Insolvency. Either Party shall have the right to immediately terminate this Agreement in the event (a) a bankruptcy, reorganization, receivership, insolvency or other similar proceeding for the arrangement of such Party's obligations is instituted by such Party, or involuntarily against such Party and not dismissed within ninety (90) days; (b) the other Party is unable to pay its debts as they become due or admits in writing its inability to pay its debts generally; or (c) the other Party becomes subject to any statutory, administrative or court order or other official action which prevents either from continuing to fulfill its obligations under this Agreement.

13.4 Suspension. In addition to the right to terminate this Agreement, we may suspend your access

to the Products and/or Services upon the occurrence of any of the events described in Section 13.2 until your violation is cured and you have agreed in writing to engage in no conduct that will cause a repeat violation to occur. If you violate such a restoration agreement, we may suspend or terminate your access to the Products and/or Services permanently or for an indefinite period. Because we still incur costs on your behalf, you must continue to pay all Fees associated with Products and/or Services under this Agreement (including any of the applicable Schedule(s)) during any such suspension period.

13.5 Upon Termination. Upon termination of this Agreement: (a) Any and all licenses granted to you under this Agreement shall end and you shall immediately cease using any Products and/or Services licensed to you by us or a Third Party pursuant hereto; (b) you shall immediately cease using any and all Access Credentials that provided access and use of the Products and/or Services; (c) you shall promptly (but in no event later than thirty (30) days) return or destroy any and all Confidential Information of ours, whether in written or electronic form, and neither you nor any of your employees or agents shall retain any copies, extracts, derivatives, or other reproductions of our Confidential Information (in whole or in part) in any form whatsoever; and (d) you shall take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by us, which include or reflect our Confidential Information, are destroyed. Within thirty (30) days after expiration and/or termination of this Agreement, you shall certify to us in writing that the original and all copies have been returned to us or destroyed. YOU EXPRESSLY WAIVE ANY RIGHT TO NOTICE OF OR ANY HEARING WITH RESPECT TO REPOSSESSION AND CONSENT TO ENTRY INTO THE FACILITY BY OUR AGENTS OR REPRESENTATIVES OR ANY PREMISES WHERE ANY PRODUCTS AND/OR SERVICES THAT ARE RENTED BY YOU FROM US OR A THIRD-PARTY PROVIDER MAY BE LOCATED AND REMOVING THEM WITHOUT JUDICIAL PROCESS. If you fail or refuse to permit the peaceable entry by our agents to take possession of such Products and/or Services, you shall be liable for rental of the Products and/or Services at the rate of $500.00 per week from the date that we first attempt to retake the Products and/or Services. We may, in our sole discretion, embed within the Products and/or Services various security devices that will render the Products and/or Services unusable and the data stored by the hardware or the Products and/or Services inaccessible if this Agreement terminates.

14. NOTICES

14.1 General. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective Parties at the addresses set forth below or to such other addresses as may be designated by each Party in writing from time to time in accordance with this section. All notices and other communications shall be sent by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid. All notices and other communications shall be deemed received: (a) immediately upon delivery, if hand delivered; (b) five business days after depositing in the mail, if delivered by mail; or (c) the next business day after delivery to express courier service, if delivered by express courier service.

If to Us:

22 Sylvan Way
Parsippany, NJ 07054
Attn: Vice President, Contracts Compliance

If to You:

With a copy to:
Wyndham Hotel Group, LLC

With a copy to:

22 Sylvan Way
Parsippany, NJ 07054
Attn: General Counsel

15. MISCELLANEOUS

15.1 Force Majeure. If performance by either Party is delayed or prevented (excluding the obligation to make payments under this Agreement) because of strikes, inability to procure labor or materials, defaults of suppliers or subcontractors, delays or shortages of transportation, failure of power or communications systems, restrictive governmental laws or regulations, weather conditions, or other reasons beyond the reasonable control of the Party, then performance of such acts will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

15.2 Entire Agreement. This Agreement and any attachments hereto, constitutes the entire, final and exclusive agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous statements, representations, negotiations, discussions, understandings and agreements, whether oral or written, with respect to the subject matter of this Agreement. Nothing in the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in any Franchise Disclosure Document provided to you by us or one of our Affiliates.

15.3 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with the terms and conditions of this Agreement or with our invoices, standards manuals or technical specifications. Our failure to object to any provision contained in your printed form is not a waiver of any provision of this Agreement.

15.4 No Third-Party Beneficiary. The Agreement is intended for the sole benefit and protection of the named Parties, their successors and permitted assigns, and no Third Party shall have any cause of action or right to payments made or received herein except for any owners of any Products and/or Services who have licensed or authorized us to provide the same to you.

15.5 Prevailing Party Attorneys' Fees. In the event of an alleged breach of this Agreement, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal therefrom. For purposes of this Section, the determination of which Party is to be considered the prevailing Party shall be decided by the court of competent jurisdiction that resolves such dispute, claim or litigation.

15.6 Other Relief. We may obtain the remedy of injunctive relief without the posting of a bond if you violate its obligations regarding confidentiality, non-disclosure, transfer or limitations on the Products and/or Services use under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each Party shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit such Party to seek such equitable relief in a court of competent jurisdiction.

15.7 Modifications. This Agreement may not be amended, modified or rescinded except in writing, signed by both Parties, and any attempt to do so shall be void and of no effect. This Agreement may be modified or amended only pursuant to a separate writing mutually agreed upon and signed by both Parties. The Parties expressly disclaim the right to claim the enforceability or

effectiveness of: (a) any oral modifications to this Agreement; and (b) any other amendments that are based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The Parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

15.8 Governing Law; Exclusive Jurisdiction. The validity, construction and performance of this Agreement, and the legal relations among and any disputes between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to conflicts of law that would apply the substantive law of another jurisdiction. Any suit or proceeding relating to this Agreement shall be brought only in the state and federal courts located in the State of New Jersey. The Parties hereby expressly consent to the exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, and the United States District Court for the District of New Jersey. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue with respect to any suit or proceeding brought under this Agreement.

15.9 Waiver. If either Party fails to exercise any right or option at any time under this Agreement, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination of this Agreement by either Party will not waive your obligation to make any payments to us under this Agreement.

15.10 Headings. The division of this Agreement into sections and the use of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any Schedules or agreements supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to sections are to sections of this Agreement.

15.11 No Construction Against Drafter. The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.12 Counterparts. This Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

15.13 Severability. If any provision of this Agreement is determined to be void or unenforceable, the provision shall be deemed severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

15.14 Successors and Assigns. You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

15.15 Mediation. The Parties agree that all disputes arising under this Agreement or associated with the Products and/or Services may be submitted through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral Third-Party organization. If the Parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either Party may pursue litigation.

15.16 Survival. The provisions of this Agreement that due to their content should have continuing

life shall survive the termination of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date.

Us		**You**
By:	_____	By: _____
Name:		Name*
Title:	Vice President, Contracts Compliance	Title:

*By signing this Agreement you represent that you are authorized to enter into this Agreement on behalf the Franchisee named herein.

ATTACHMENT 1.1

Definitions

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify Permitted Users' identity and authorization to access and use the SaaS Solution.

"**Affiliate**" means any and all subsidiaries, affiliates, corporations, limited liability companies, partnerships, firms, associations, businesses, organizations, and/or other entities that directly or indirectly (either presently or in the future and/or through one or more intermediaries) control, are controlled by, or are under common control with, the subject entity (with respect to us, including our parent company, Wyndham Hotels & Resorts, Inc. and/or such entities).

"**Facility**" means the Location (as defined in the preamble to this Agreement), together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the effective date of the Franchise Agreement.

"**Franchise Agreement**" means the franchise agreement and/or license (however named) between you and us granting to you the non-exclusive right to operate the Facility under the System.

"**Guest Information**" means any names, e-mail addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including, without limitation, stay information, that we or you, or a person acting on behalf of us or you, receives from or on behalf of the other or on behalf of any guest or customer of the Facility.

"**Hardware**" means the computer hardware, peripheral equipment, ancillary equipment, the operating system software and related documentation that you use for purposes of accessing and using the Products and/or Services.

"**Intellectual Property**" means any and all rights existing from time to time under patent law, copyright law, trademark law, trade secret law, and any other proprietary rights laws and regulations as well as any related applications, reissuances, continuations, continuations-in-part, divisionals, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

"**Permitted Use**" means use of the Products and/or Services by Permitted Users for the benefit of you solely in or for your business operations as contemplated for and in accordance with the Franchise Agreement.

"**Permitted User**" means a person who is authorized by us, or who is otherwise permitted under this Agreement, to access and use the Products and/or Services, including without limitation, You.

"**Third Party**" and "Third-Party" means persons and entities other than us or you or our respective Affiliates.

Facility:
Unit No.:
Brand:

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT SYSTEM

This Schedule ("**Schedule**"), effective as of ("**Schedule Effective Date**"), by and between , a including its Affiliates ("**Service Provider**," "**we**," "**our**," or "**us**"), and , a ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of , entered into by and between us and you ("**Agreement**"). We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule or the Agreement, as applicable, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among any such Schedules.

1.3 Overview. The purpose of this Schedule is for us to provide you certain Products and/or Services concerning the SynXis Property Management System or in connection with the SynXis Property Management System.

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 The SaaS Solution. The "**SaaS Solution**" means the computer program, applications, features and services expressly identified on Attachment 2.2 and any and all modifications, corrections, updates and enhancements to such SaaS Solution, including any we may from time to time make available to you. The SaaS Solution does not include any Non-SaaS Solution Services as specified in Section 7. For purposes of clarity, the SaaS Solution shall be considered Products and/or Services as such term is used in the Agreement.

2.3 Elavon Hosting Services. In order to access and use the SaaS Solution pursuant to this Agreement, on or before ten (10) days following the Effective Date, you shall execute that certain Hosted Services Agreement for Hosted Gateway Services directly with Elavon Inc., or a

substantially similar agreement with an alternate vendor designated by us ("**Elavon Agreement**"). The Elavon Agreement exclusively covers the offering provided thereunder (the "**Elavon Non-SaaS Solution Services**").

2.4 Implementation Services. On a date after which you have signed both the Elavon Agreement and this Agreement, we shall use reasonable efforts to implement the SaaS Solution as described in Attachment 2.4 attached hereto (the "**Implementation Services**") and you shall follow all of our instructions for preparing the Facility, at your sole expense, for implementation of the SaaS Solution. The SaaS Solution shall be deemed accepted by you ("**Acceptance**") immediately upon implementation of the SaaS Solution by us (the "**Acceptance Date**").

2.5 Rate and Inventory Consulting Services. From time to time, we may provide services to you under our Central Rate and Inventory Support Program (the "**CRISP Services**") consistent with Attachment 2.5 attached hereto, which may be updated or supplemented by us from time to time.

2.6 Maintenance and Support Services. Subject to you performing all of your Responsibilities identified in this Schedule and Attachment 2.6 ("**Your Responsibilities**"), we shall provide maintenance and support services as set forth on Attachment 2.6 attached hereto ("**Maintenance and Support Services**").

2.7 Additional Services. We may perform additional Services agreed to in writing by you and us from time to time, which may include additional fees to be agreed to by you and us.

3. GRANT OF RIGHTS

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the SaaS Solution during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by foregoing, all rights, title and interests in and to the Products and/or Services, including the SaaS Solution, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the SaaS Solution available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, labor strikes, Internet service provider failures or delays, or denial of service attacks; and (b) provide the SaaS Solution only in accordance with applicable laws and government regulations that govern the implementation of the SaaS Solution.

3.3 Your Responsibilities. You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the SaaS Solution, and notify us promptly of any such unauthorized access or use; and (d) use the SaaS Solution only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make the SaaS Solution available to anyone other than your Permitted Users; (ii) sell, resell, rent or lease the SaaS Solution; (iii) use the SaaS Solution to store or transmit infringing, libelous, or

otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the SaaS Solution to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the SaaS Solution or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the SaaS Solution or any related networks.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the SaaS Solution and the Services ("**Fees**"), beginning on the Acceptance Date through the duration of the Term. If your franchise involves the transfer of an existing Chain Facility to Franchisee or changing affiliation of the Facility from one Wyndham Hotels & Resorts, Inc.-owned franchise system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services, as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. TECHNICAL SPECIFICATION REQUIREMENTS

5.1 Minimum Technical Requirements. To access and use the SaaS Solution, you must use Hardware and subscribe to Communication Services that meet our technical specification requirements set forth on Attachment 5.1.

6. WARRANTY AND SUPPORT

6.1 General. We warrant that following the Acceptance Date and for a period of sixty (60) days thereafter, the SaaS Solution will perform the functions and operations in a good workmanlike manner provided that you: (a) follow our instructions, updates and modifications; (b) makes corrections, as directed; (c) pays all applicable Fees when due; and (d) is not otherwise in default under this Agreement or the Franchise Agreement. Our sole obligation under this warranty shall be to use reasonable efforts to remedy any nonperformance of the SaaS Solution within a reasonable time after you report such nonperformance to us.

6.2 Intellectual Property. We have the right to provide you with the rights granted hereunder, and, to the best of our knowledge, the SaaS Solution does not infringe any Intellectual Property rights of any Third Party.

6.3 Support. We or our Affiliates will provide a toll-free telephone number for reporting any nonperformance of the SaaS Solution, and we or our Affiliates will use reasonable efforts to diagnose and remedy such nonperformance within a reasonable time after you report such nonperformance to us. You must perform all user- required maintenance specified by the vendor of any Hardware or Communication Services, and obtain required maintenance only from an authorized service provider.

6.4 DISCLAIMER. THE WARRANTIES AND REMEDIES DESCRIBED IN THIS SECTION 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND REMEDIES FOR THIS SERVICE. THE ABOVE WARRANTIES SHALL BE RENDERED NULL AND VOID IF THE SAAS SOLUTION IS SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION AT THE FACILITY OR MAINTENANCE BY UNAUTHORIZED SERVICE PERSONNEL, OR IF THE SAAS SOLUTION IS ALTERED WITHOUT OUR EXPRESS CONSENT OR DIRECTION, OR USED FOR A PURPOSE NOT AUTHORIZED UNDER THE AGREEMENT OR THIS SCHEDULE, OR IF THE SAAS SOLUTION IS DAMAGED OR DESTROYED DUE TO ACTS OF NATURE, WAR, TERRORISM, CIVIL UNREST, FIRES, NATURAL DISASTERS, OR OTHER EVENTS BEYOND OUR CONTROL. EXCEPT AS PROVIDED IN THIS SECTION 6, WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE SAAS SOLUTION OR ANY SERVICES, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE SAAS SOLUTION OR IN CONNECTION WITH THE RECEIPT OF ANY SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASES AND RENOUNCES ANY AND ALL CLAIMS OR CAUSES OF ACTION YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SAAS SOLUTION, UNLESS DUE TO OUR WILLFUL MISCONDUCT.

7. INDEMNIFICATION

7.1 Indemnification. In addition to your indemnity obligations set forth in the Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, our licensors and their successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to your operation, use or non-use of the SaaS Solution, including any use of the Guest Information or any Third Party data or system security breaches, and use or non-use of any Non-SaaS Solution Services or agreements therefor. We shall not be liable to you or any Third Party for personal injury or property loss, including but not limited to, damage to the Facility, as a result of your operation, use or non-use of the SaaS Solution, your receipt of Products and/or Services hereunder, and/or any Third-Party data or system security breaches or any Non-SaaS Solution Services or agreements therefor. You are not obligated to indemnify us for our own gross negligence or intentional misconduct arising out of the operation, use or non-use of the SaaS Solution.

8. TERM AND TERMINATION

8.1 Term. This Schedule shall be effective as of the Schedule Effective Date and shall continue in full force and effect until termination of the Franchise Agreement, unless earlier terminated in accordance with the terms and conditions of this Schedule ("**Term**").

8.2 Termination. This Schedule may be terminated only in accordance with the Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Schedule as of the Schedule Effective Date.

WE:

BY:_____
Vice President, Contracts Compliance

YOU, as Franchisee:

BY: _____

By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Franchisee.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054 USA

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT SYSTEM

ATTACHMENT 2.2 – SynXis Property Hub

The SaaS Solution

The SaaS Solution means the SynXis Property Management System, which as of the Schedule Effective Date includes the following features and functionality:

- Cloud-based solution
- Community model hosting by Sabre Hospitality Solutions, or an affiliate thereof
- Upon availability, we may also provide an interface with an automated rate audit system or create property-specific, unconstrained demand models or similar service.
- In-system training materials

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT SYSTEM

ATTACHMENT 2.4

Implementation Services

We will offer Implementation Services consisting of assistance in installation/implementation of the SaaS Solution including the following:

- Assistance with setup of two (2) Elavon tokenization terminals (to be provided in connection with execution of Elavon Agreement)
- Installation of SaaS Solution on a minimum of two (2) work stations for Facility's front desk (Hardware to be provided by Franchisee)
- Training modules regarding features and functionality of SaaS Solution, including video demonstrations and tutorials
- Remote and optional on-site resources including training of Facility's staff

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT SYSTEM

ATTACHMENT 2.5

CRISP Services

Terms of CRISP Services

Franchisee agrees to establish the best available rate "**BAR**"; provided, however that Franchisee acknowledges and agrees that it will retain ultimate control over all rate audit decisions. Subject to the foregoing, Franchisee explicitly authorizes Franchisor to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the Required Policies and Practices without advance notice to Franchisee. Franchisor shall not, however, change the BAR without authorization from Franchisee. In addition, Franchisee may modify or reverse any change Franchisor may make by notifying Franchisor, provided that such modification or reversal is consistent with the Required Policies and Practices. Franchisee's general manager shall be its primary representative who shall have the authority to make rate audit decisions for the Facility, unless Franchisee designates another Facility representative in writing to Franchisor. Franchisor may communicate with Franchisee's representative by telephone, e-mail or in another manner, and Franchisor may rely on any communication which Franchisor believes, in good faith, is from Franchisee's representative. Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that Franchisor furnishes to Franchisee in connection with the CRISP Services shall be deemed "Confidential Information" as defined in the Franchise Agreement and shall be subject to all prohibitions on disclosure, copying or use of Confidential Information under the Franchise Agreement.

Overview of CRISP Services

Property Audit & Setup

In consultation with the Facility representative, simplify rates and room type structures by:

- Verifying that all required rate plans are loaded correctly in the SaaS Solution;
- Verifying that local rates are available for sale in the distribution channels selected by the Facility;
- Verifying that all brand standard rate plans are available for sale; and
- Verifying that all hotel specific data is accurate and up to date in all systems.

Rate & Inventory Management

Review inventory/rate visibility and consistency across all distribution channels. Key services include:

- Monitoring Facility inventory and rate settings in the SaaS Solution;
- Identifying and advising Franchisee of erroneous rate plans;
- Monitoring rates across distribution channels and checking for accuracy in third party channels; and
- Coordinating participation in key corporate accounts and marketing programs.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT SYSTEM

ATTACHMENT 2.6

Maintenance and Support Services

First Level of Support

We will provide first-level support for the SaaS Solution, which shall include:

- SynXis Property Management System;
- Upon availability, the automated rate audit solution
- Any additional interfaces included in the SaaS Solution.

Additionally, we shall field initial inquiries related to the Elavon Non-SaaS Solution Services though support therefor shall be provided as set forth in the Elavon Agreement.

Second Level of Support

In the event first level support fails to resolve any maintenance or support issues (e.g. Defects and DCRs) for the SaaS Solution, we will provide second level support by submitting a case with the appropriate Third Party provider of the SaaS Solution, and provide follow-up.

Your Obligations

You shall perform all user-required maintenance procedures specified by the vendor of the specific Hardware components, and obtain required maintenance only from an authorized service provider.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT

ATTACHMENT 4.1 – SynXis Property Hub

Fees

With up to Three Interfaces*	$621.00 per month
One-Time Start-Up Fee	$3,400.00
Additional Interfaces*	$50.00 per month
One-Time Transfer Fee (if applicable)	$500.00

* "**Interface**" means any interface you may choose to include, which may be necessary for features relating to, for example, voicemail, call accounting, etc. The Elavon tokenized credit card interface and, upon availability, an interface for an automated rate audit solution are included in the monthly price listed above and count towards the three interfaces described above.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

SYNXIS PROPERTY MANAGEMENT SYSTEM

ATTACHMENT 5.1 – SynXis Property Hub

Hardware Minimum Technical Specification Requirements

1. Windows 10 Pro Recommended
2. Internet Connection: 4G+. Recommend 10+Mbps
3. Modern Browser: Chrome57+, IE11+, Edge, Safari
4. 2GB+ Available Disk Space
5. PDF Viewer: Acrobat 15+, Chrome 57+
6. Screen resolution: set to at least 1024x768
7. Belkin 25' Cat 5 Cable- 3 (one per workstation & printer)
8. 1 Smart 750VA 120USB UPS (this is your battery backup for your master workstation)
9. 8+ GB of RAM on each Workstation

Facility:
Unit No.:
Brand:

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

This Schedule ("**Schedule**"), effective as of ("**Schedule Effective Date**"), by and between , a ("**Service Provider**," "**we**," "**our**," or "**us**"), and , a ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of , entered into by and between us and you ("**Agreement**"). We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule, the attached Attachment 1.1, or the Agreement, as applicable, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among any such Schedules.

1.3 Overview. The purpose of this Schedule is for us to provide you certain Products and/or Services offered by Oracle America, Inc. (the "**Oracle Products and/or Services**") and for Products and/or Services we offer you in connection with the Oracle Products and/or Services ("**Our Products and/or Services**"), as further set forth in this Schedule.

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 Oracle Products and/or Services. We shall provide you with the Oracle Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Products and/or Services. We will provide you with Our Products and/or Services set forth in the attached Attachment 2.3. Our Products and/or Services include, but are not

limited to, support for technology applications we may offer you from time to time, such as our Reservation System, as well as support of tools such as the Brand Information Source Portal, and activities related to PMS Vendor Management. For the avoidance of doubt, Our Products and/or Services do **not** include: (a) support relating to the OPERA databases, servers, application servers and/or storage, each of which are housed at a Oracle data center and not at the Facility; or (b) services relating to data backups, which shall be the Facility's responsibility.

2.4 Rate and Inventory Consulting Services. From time to time, we may provide services to you under our Central Rate and Inventory Support Program (the "**CRISP Services**") as described in Attachment 2.4 attached hereto, which we may update or supplement from time to time.

2.5 Additional Services. We may perform additional Services agreed to in writing by you and us from time to time, which may include additional fees to be agreed to by you and us.

3. Grant of Rights

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the Oracle Product and/or Services, during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by the foregoing, all rights, title and interests in and to the Products and/or Services, including the Oracle Products and/or Services, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the Products and/or Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, labor strikes, Internet service provider failures or delays, or denial of service attacks; and (b) provide the Products and/or Services only in accordance with applicable laws and government regulations that govern the implementation of the Products and/or Services.

3.3 Your Responsibilities**.**

3.3.1 You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make Products and/or Services available

to anyone other than your Permitted Users; (ii) sell, resell, rent or lease the SaaS Solution; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

3.3.2 Your access and/or use of the Oracle Products and/or Services is governed by the service specifications and related documents that may be accessed at https://www.oracle.com/corporate/contracts/cloud-services (the "**Service Specifications**"), and you agree to comply with and be bound by such Service Specifications at all times while accessing or otherwise using the Oracle Products and/or Services. Any breach by you or your Permitted User shall be considered a material breach of the Agreement and this Schedule. Further, (i) Oracle will not create a separate Services environment for you, and all content (including your content and personal data) of yours will reside in a single, shared Services environment, and we and you and may be able to access, view, commingle, use, create, modify, delete, and transfer each other's content (including your content and personal data) in such Services environment; (ii) we will provide required notices and obtain required consents and/or authorizations to make such content available in the manner set forth in (i); (iii) content of yours may not be able to be exported, deleted or rendered inaccessible in, or made available for retrieval in its entirety outside of, the Services environment; (iv) your use of the Oracle Products and/or Services must not exceed the quantities and usage limits of such Oracle Products and/or Services ordered by you (including as described in the Service Specifications); (v) the Oracle Products and/or Services will be provided to you and your Permitted Users in accordance with standard capabilities and management, pursuant to the configurations established by us and under the same customer support identifier assigned to us; and (vi) we are the data controller (and Oracle is a data processor) for purposes of the Oracle Products and/or Services ordered and all rights and obligations under any data processing agreement are exercisable exclusively by us (including the right and responsibility of providing any instructions, including for data processing requirements, to Oracle), and Oracle has no obligation to ensure the compatibility or accuracy of the instructions provided to Oracle by us to you, and Oracle is not responsible for the effect of any conflicting instructions.

4. Fees and Payments

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the Products and/or Services set forth in the Schedule, including the Oracle Products and/or Services ("**Fees**"). If your franchise involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels & Resort, Inc.-owned franchise system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. Disclaimer; No Warranties; Technical Specifications Requirements.

5.1 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

5.2 No Warranties. EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, ORACLE PRODUCTS AND/OR SERVICES, CRISP SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE CRISP SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI- MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES (INCLUDING THE ORACLE PRODUCTS AND/OR SERVICES) UNLESS DUE TO OUR WILLFUL MISCONDUCT.

5.3 Technical Specification Requirements. To access and use the Product and/or Services, you must meet the technical specification requirements set forth on Attachment 5.3.

6. Indemnification and Damage Limitation.

6.1 Indemnification. In addition to your indemnification obligations set forth in the Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, successors and

assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services (including the Oracle Products and/or Services), including, but not limited to, your failure to comply with this Schedule (which for purposes of clarity shall be deemed to include the Service Specifications). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

7. **Term and Termination**.

7.1 Term. This Schedule will be effective from the Schedule Effective Date, and unless earlier terminated in accordance with this Schedule, shall continue in full force and effect for a period of three (3) years ("**Initial Term**"). After the Initial Term, this Schedule shall automatically renew for successive one (1) year periods unless either party provides not less than thirty (30) days' written notice of its desire not to renew.

7.2 Termination. In accordance with the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Schedule as of the Schedule Effective Date.

WE:

BY:_____
Vice President, Contracts Compliance

YOU, as Franchisee:

BY: _____

By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Franchisee.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054 USA

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES
ATTACHMENT 1.1

Definitions

"Additional Services" means services performed pursuant to this Schedule that are in addition to CRISP Services and Our Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, training, and debugging.

"Brand Information Source Portal" means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Schedule, the Brand Information Source Portal is currently called MyPortal.

"Brand System" means the business format franchise system and method of doing business defined under the Franchise Agreement.

"**CRISP Services**" means the Rate and Inventory Consulting Services as described above in Section 2.4 and in the attached Attachment 2.4 attached hereto, which we may update or supplement from time to time.

"Franchisee" means the person or entity set forth in the introductory paragraph of this Agreement, its successors and assigns, as permitted in the Franchise Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3.

"PMS Vendor Management" means coordination of vendors in support of troubleshooting issues related to the Services.

"Products and/or Services" means the Oracle Products and/or Services and Our Products and/or Services, including the CRISP Services, as described in Section 2, and Attachment 2.2, Attachment 2.3 and Attachment 2.4, respectively, as well as any Additional Services.

"Reservation System" means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise Agreement.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 2.2

Oracle Products and/or Services

OPERA Foundation

Oracle OPERA Foundation is the basis of the Oracle Hospitality OPERA Suite offering a cloud-based property management system that offers, among other things, the following features and functionality:

- Access to application suite enabling common property management functions, up to a maximum of 30 functions;
- Access to standard reporting and integration platforms; and
- Access to standard online learning materials.

OPERA Standard

- Oracle OPERA Standard adds additional modules to OPERA Foundation and enables an additional 25 functions for a maximum of 55 functions of the Oracle OPERA Hospitality Suite.

OPERA Premium

- Oracle OPERA Premium adds additional modules to OPERA Foundation and enables access to more than 150 functions of the Oracle OPERA Hospitality Suite.

Either Oracle or we shall, as appropriate, provide first-level support for the Products and/or Services, which shall include OPERA and any additional interfaces included in the Oracle Products. Oracle may also provide various support Services, as may be necessary for the OPERA Products, including, among other things, Application provisioning, Product or interface installation Services, and training Services, as we may request of Oracle from time to time.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 2.3

Our Products and/or Services

Our Products and/or Services include the following:

1. Partnering with product and/or service providers to diagnose and resolve hotel facing network problems per established troubleshooting procedures.
2. Partnering with product and/or service providers to diagnose and resolve hotel facing interface problems per established troubleshooting procedures.
3. Partnering with product and/or service providers to diagnose and resolve hotel facing workstation configuration and environment problems.
4. Partnering with product and/or service providers to diagnose and resolve hotel facing host reservation services communication issues per established troubleshooting procedures.
5. Maintaining automated tracking support of all significant incidents.
6. Maintaining staff proficient on current software and functionality.
7. Partnering with product and/or service providers to diagnose and resolve issues related to tools that interface with the services and coordinating with third-party providers when necessary.
8. Providing either through us or Oracle, as appropriate, first-level support for the Products and/or Services, which shall include OPERA and any additional interfaces included in the Oracle Products.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ATTACHMENT 2.4

ORACLE PRODUCTS AND/OR SERVICES

CRISP SERVICES

Terms of CRISP Services

Franchisee agrees to establish the best available rate "**BAR**"; provided, however that Franchisee acknowledges and agrees that it will retain ultimate control over all rate audit decisions. Subject to the foregoing, Franchisee explicitly authorizes Franchisor to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the Required Policies and Practices without advance notice to Franchisee. Franchisor shall not, however, change the BAR without authorization from Franchisee. In addition, Franchisee may modify or reverse any change Franchisor may make by notifying Franchisor, provided that such modification or reversal is consistent with the Required Policies and Practices. Franchisee's general manager shall be its primary representative who shall have the authority to make rate audit decisions for the Facility, unless Franchisee designates another Facility representative in writing to Franchisor. Franchisor may communicate with Franchisee's representative by telephone, e-mail or in another manner, and Franchisor may rely on any communication which Franchisor believes, in good faith, is from Franchisee's representative. Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that Franchisor furnishes to Franchisee in connection with the CRISP Services shall be deemed "Confidential Information" as defined in the Franchise Agreement and shall be subject to all prohibitions on disclosure, copying or use of Confidential Information under the Franchise Agreement.

Overview of CRISP Services

Property Audit & Setup

In consultation with the Facility representative, simplify rates and room type structures by:

- Verifying that all required rate plans are loaded correctly in the SaaS solution;
- Verifying that local rates are available for sale in the distribution channels selected by the Facility;
- Verifying that all brand standard rate plans are available for sale; and
- Verifying that all hotel specific data is accurate and up to date in all systems.

Rate & Inventory Management

Review inventory/rate visibility and consistency across all distribution channels. Key services include:

- Monitoring Facility inventory and rate settings in the SaaS solution;
- Identifying and advising Franchisee of erroneous rate plans;
- Monitoring rates across distribution channels and checking for accuracy in third party channels; and
- Coordinating participation in key corporate accounts and marketing programs.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 4.1

Fees

The following fees shall be payable by you for the Oracle Products and/or Solutions:

OPERA FOUNDATION	OPERA STANDARD	OPERA PREMIUM
Remote and On-site One-Time Set Up & Implementation Fee Includes up to six standard and four enhanced interfaces Additional interface installation fees range from $525 to $3,050 per interface		
Remote Set up & Installation		
$9,475	$12,275	$19,425
On-Site Set Up & Installation		
$13,825	$17,150	$26,400
OPERA Monthly Support, HTCS & CRISP Services Fees (Billed Monthly*) Additional interface support fees ranging from $0.12 - $0.36 per room/per month may apply *Monthly Support and Service Fees can be increased up to 5% each year.		
$8.50 per room/per month	$9.75 per room/per month	$11.25 per room/per month

Please note that your brand may require a specific level of the OPERA service listed above and may also determine whether set up and installation is remote or on-site.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 5.3

Technical Specification Requirements

To access and use the Product and/or Services, you must meet the technical specification requirements set forth in the Deployment Information located here: https://docs.oracle.com/cd/F18689_01/

The Deployment Information referenced above is provided by Oracle and may be updated from time to time; we will notify you of any material change to the information when we receive notice of such a change from Oracle.

Facility:

Unit No.:

Brand:

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

Mobile Operating Platform

This Schedule ("**Schedule**"), effective as of ("**Schedule Effective Date**"), by and between ("**Service Provider**," "**we**," "**our**," or "**us**"), and , a ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of , entered into by and between us and you ("**Agreement**"). We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule, the attached Attachment 1.1, or the Agreement, as applicable, , which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among such Schedules.

1.3 Overview: The purpose of this Schedule is for us to provide you certain Products and/or Services in connection with a Mobile Operating Platform ("**MOP**"), which may include Employee Safety Device features ("**ESD**") and/or guest interaction texting system software ("**Guest Interaction**") (together, the MOP, ESD and the Guest Interaction shall be referred to as the "**MOP Products and/or Services**").

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 MOP Products and/or Services. We shall provide you with the MOP Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Product and/or Services. We will provide you with Our Products and/or Services set forth in the attached Attachment 2.3. Our Services include, but are not limited to, implementation services, training services, maintenance and support services, and any Additional Services we may offer from time to time.

2.4 Additional Services. From time to time, we may provide you with Additional Services, for which we may charge you an additional fee. The additional fee, if any, for Additional Services will always be subject to your prior approval on a case-by-case basis.

3. GRANT OF RIGHTS

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the MOP Product and/or Services, during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by the foregoing, all rights, title and interests in and to the Products and/or Services, including the MOP Products and/or Services, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Permitted Use. You shall use the Products and/or Services, including the MOP Product and/or Services, only for the Permitted Use with respect to your business and operations as contemplated in the Franchise Agreement. You shall not load, store or otherwise use any software on or with the Products and/or Services, without our prior written consent, as the use of such software may adversely affect the operation and functionality of the Products and/or Services. If you violate this Section, the warranties set forth in the Agreement and/or this Schedule, as applicable, shall be void, and you shall be solely responsible for the cost of repair or replacement of the Products and/or Services, if any.

3.3 Your Responsibilities.

3.3.1 You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make Products and/or Services available to anyone other than your Permitted Users; (ii) sell,

resell, rent or lease the Products and/or Services; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

3.3.2 Your access and/or use of the MOP Products and/or Services may also be subject to an End User License Agreement ("**EULA**"). You agree to comply with, and be bound by, any such EULA at all times while accessing or otherwise using the MOP Products and/or Services. Any breach by you or your Permitted User of the EULA shall be considered a material breach of the Agreement and this Schedule.

3.3.3 Our Right to Obtain Access to Other Accounts and Services. Some of the Products and/or Services may require you to give us access to or require you to provide your login information and/or password information for accounts or Products and/or Services you may have with Third Party providers. When you provide this information to us or give us access to these Third Party accounts or Products and/or Services, you agree that all contracts and written agreements governing such access, login information and passwords provide the required contractual and legal rights to give us such access, login information and passwords. We agree that all such login information and passwords provided by you to us shall be considered your as Confidential Information and be treated as such by us in accordance with the Agreement and this Schedule.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the Products and/or Services set forth in the Schedule, including the MOP Products and/or Services ("**Fees**"). If your franchise involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels & Resort, Inc. -owned franchise system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. DISCLAIMER; NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS.

5.1 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

5.2 **No Warranties.** EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, MOP PRODUCTS AND/OR SERVICES, CRISP SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE CRISP SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI- MALWARE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF MESSAGING SERVICES FOR ELECTRONIC COMMUNICATION, SUCH AS SMS MESSAGING, EMAIL, TEXT MESSAGING OR OTHERWISE, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SUCH MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES, AS WELL AS OTHER HARDWARE AND SOFTWARE PROVIDERS. YOU FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREES THAT WE SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY SUCH DELAY, LACK OF DELIVERY, OR INCOMPLETENESS. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE

PRODUCTS AND/OR SERVICES (INCLUDING THE MOP PRODUCTS AND/OR SERVICES) UNLESS DUE TO OUR WILLFUL MISCONDUCT.

5.3 Technical Specification Requirements. To access and use the Product and/or Services, you must meet our technical specification requirements set forth on Attachment 5.3

6. INDEMNIFICATION AND DAMAGE LIMITATION.

6.1 Indemnification. In addition to the indemnification obligations set forth in the Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services (including the MOP Products and/or Services), including, but not limited to, your failure to comply with this Schedule (which, for purposes of clarity, shall be deemed to include the EULA). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

7. TERM AND TERMINATION.

7.1 Term. This Schedule will be effective from the Schedule Effective Date and shall continue in full force and effect until termination of the Franchise Agreement, unless earlier terminated in accordance with the terms and conditions of this Schedule ("**Term**").

7.2 Termination. This Schedule may only be terminated in accordance with the Agreement. Notwithstanding the foregoing, unless otherwise required as a brand standard, either you or we may terminate this Schedule or any of the Products and/or Services provided under this Schedule upon not less than thirty (30) days' written notice to each other, unless a shorter period of time may otherwise be required by law, statute or regulation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Schedule as of the Schedule Effective Date.

WE:

BY:_____

Vice President, Contracts Compliance

YOU, as Franchisee:

BY: _____

By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054, USA

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 1.1

Definitions

"Additional Services" means services performed pursuant to this Agreement that are in addition to CRISP Services and HTCS Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, and debugging.

"Brand Information Source Portal" means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Agreement, the Brand Information Source Portal is currently called MyPortal.

"Brand System" means the business format franchise system and method of doing business defined under the Franchise Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3.

"PMS Vendor Management" means coordination of vendors in support of troubleshooting issues related to the Services.

"Products and/or Services" means the MOP Products and/or Services and Our Products and/or Services, as described in Section 2, Attachment 2.2 and Attachment 2.3, respectively, as well as any Additional Services.

"Reservation System" means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise Agreement.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 2.2

MOP PRODUCTS AND/OR SERVICES

Product	Description of Product and/or Services
MOP	MOP is a cloud-based management software system that provides a work flow solution to manage recurring and real-time tasks at a Facility, including housekeeping, front desk and maintenance teams. MOP can be accessed via a browser of a computing device, e.g., a handheld device, laptop, or desktop. MOP currently includes, among other things, the following capabilities, features, and benefits: • Streamlines and optimizes commonly executed tasks; • Provides real-time updates in both OPM and SynXis property management system; • Utilizes wireless communications to send and receive updates; • Utilizes a web-based interface that is compatible with any web-enabled device; and • Is customizable to seamlessly integrates with a SynXis property management system. *Facility will be responsible for providing all computer devices and other software needed to run MOP.
ESD	The ESD is an optional, add-on feature (for an additional fee) that allows Facility staff members, when carrying a handheld device utilizing MOP, to have access to a panic button from whatever screen they are working on. Pushing the "panic button" activates the camera and microphone on a staff member's device alerting other staff members to the last known location of the staff member who activated the "panic button" within the Facility. The ESD features are not an emergency response system and should not be relied upon in any emergency response plans or policy, but merely meant to supplement a Facility's worker notification systems. The ESD feature does not contact 911 or any other

	emergency response professionals, nor does it contact anyone outside of the MOP system, and cannot be used for such.
Guest Interaction	Guest Interaction is a cloud-based optional, add-on feature (for an additional fee) that allows a Facility and/or Facility staff members to interact via text with a Facility's guests. The Guest Interaction features can be accessed via a browser of a computing device, e.g., a handheld device, laptop, or desktop. The Guest Interaction service currently includes, among other things, the following capabilities, features, and benefits: • Enables proactive communication between Facility and guests; • Streamlines and optimizes commonly executed tasks; • Seamlessly integrates with MOP and SynXis property management system; • Allows guests to "opt-out" at any time should they no longer wish to participate; and • May be paired with digital room key/mobile check-in. *Property will be responsible for providing all computer devices and other software needed to run the Guest Interaction features.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 2.3

OUR PRODUCTS AND/OR SERVICES

Our Products and/or Services include the following:

1. Providing installation and implementation Services for the Product and/or Services, as necessary.

2. Providing administrative and staff training and instructional services for the Products and/or Services, as necessary**.**

3. We will provide first level support for the Products and/or Services. In the event first level support fails to resolve any maintenance or support issues (e.g. Defects and DCRs) for the Products and/or Services, we will provide second level support by submitting a case with the appropriate Third Party provider of the Products and/or Services and provide follow-up.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 4.1

FEES

MOP	$.60 per room per month
Plus ESD	Additional $35 per month
Plus Guest Interaction	Additional $0.85 per room per month

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 5.3

TECHNICAL SPECIFICATIONS REQUIREMENTS

1. A property management system approved by us.

2. For MOP:

   - Any tablet or computer utilizing Chrome Browser (Version 60 and above)

3. For ESD:

   - Any Wi-Fi Compatible device (No service plan needed) utilizing Chrome Browser (Version 60 and above)
   - A generic e-mail to be used by each of your Permitted Users
   - A Wi-Fi system at the Facility

4. For Guest Interaction:

   - Any Wi-Fi Compatible device (No service plan needed) utilizing Chrome Browser (Version 60 and above)
   - A generic e-mail to be used by each of your Permitted Users
   - A Wi-Fi system at the Facility

EXHIBIT C-3

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HOSTED SERVICES AGREEMENT FOR HOSTED GATEWAY SERVICES

This Hosted Services Agreement for Hosted Gateway Services (this "Agreement") is entered into as of the Effective Date (indicated below) by and between the entity identified below as the Customer and Elavon, Inc. ("Elavon"). This Agreement governs the Customer's receipt and use of the services described below.

This Agreement consists of this signature page and the Terms and Conditions included in Schedule A to the Hosted Services Agreement for Hosted Gateway Services, which is accessible at the URL specified below and incorporated into this Agreement by reference. Customer shall also execute the Safe-T Suite Services Addendum at Appendix A to this Agreement in connection with the tokenization and encryption services being provided thereunder:

☒ **Schedule A - Terms and Conditions, available at https://www.elavon.com/~/media/Files/wyndham.pdf**

☒ **Appendix A – Safe-T Suite Services Addendum (separately executed)**

Hosted Gateway Services

Hosted Gateway Services: As further set forth in this Agreement, Elavon will provide Customer the services described in this paragraph (the "Hosted Gateway Services"). The Hosted Gateway Services will support Payment Device authorization data and facilitate the transmission of authorization and settlement information related to Transactions to and from various Origination Points (e.g., property management systems (PMS), point of sale systems (POS) and/or other Payment Device data capture integrations) used by Customer as mutually agreed to between Elavon and Customer. The Hosted Gateway Services shall submit Transactions received from an Origination Point in accordance with this Agreement to the Destination Point (or Payment Services Entity) designated by Customer for authorization, and will return to the Origination Point the authorization response message received from such Destination Point (or Payment Services Entity). A list of Payment Devices and Transaction types supported by the Hosted Gateway Services is available from Elavon upon request.

The Hosted Gateway Services include a browser-based user interface, the Service Web Site that provides Customer with the functionality for batch management, settlement balancing and research and reporting of Transactions. System reporting shall be available to all Authorized Users via secure password and log-on access. Customer acknowledges and agrees that the system reporting and application features and services available to Customer may vary depending on the Elavon Services used by Customer.

Term: Unless otherwise terminated as set forth in the Agreement, this Agreement will remain in effect for a period of five (5) years (the "Initial Term") from the Effective Date. Following the Initial Term, this Agreement will automatically renew for a period of successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless a party provides written notice to the other party of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

Territory: For purposes of this Agreement, the "Territory" shall be defined as the United States and Canada.

THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SCHEDULE A, IS THE COMPLETE AND ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY PURCHASE ORDER OR PROPOSAL.

[Signature on Next Page]

IN WITNESS WHEREOF, Customer has caused a duly authorized representative to execute this Agreement on behalf of Customer as of the date accepted and executed, as provided below.

_____,
(the "CUSTOMER")(DBA Name)

Address:

_____

_____

By: _____

Name: _____

Title: _____

Date:
("Effective Date")

SAFE-T SUITE SERVICES ADDENDUM TO HOSTED SERVICES AGREEMENT

THIS SAFE-T SUITE SERVICES ADDENDUM is entered into as of the Addendum Effective Date indicated below by and between Elavon, Inc. ("Elavon") and the party identified as "Customer" below. This SAFE-T Suite Services Addendum is an addendum to and supplements that certain Hosted Services Agreement (the "Agreement") entered into by and between Customer and Elavon and having an Effective Date of_____. This SAFE-T Suite Services Addendum is governed by and is part of the Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (including Schedule A thereto).

This SAFE-T Suite Services Addendum consists of this signature page, the SAFE-T Suite Terms and Conditions and the relevant Exhibits specified below for each of the selected items, each of which is incorporated in full by this reference. The SAFE-T Suite Terms and Conditions and the Exhibits are available at https://www.elavon.com/~/media/Files/wyndham.pdf.

Fees: The following Exhibit shall apply to Customer in connection with this SAFE-T Suite Services Addendum:

☒ Exhibit A (Fees)

SAFE-T Suite Services: Customer will be receiving each of the following Services:

☒ Tokenization Services
☒ Encryption Services

Encryption Services and Simplify Software and Support: Customer will be receiving each of the following items:

☒ Encryption Terminal Software Licensed from Elavon (*For this item, Exhibit C shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)
☒ Simplify License and Support (*For this item, Exhibit F shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)

Terminal Lease or Purchase: Select whether Customer elects to lease or purchase the terminals:

☐ Lease – Customer elects to lease the terminals (*if this box is checked, Exhibit D shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)
☐ Purchase – Customer elects to purchase the terminals (*if this box is checked, Exhibit E shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)

Terminal Type and Bundle Selection: Please select the applicable option:

☐ OPTION 1: Ingenico iPP320 EMV Terminal, Simplify License and Support, Voltage Encryption, Cabling, Power Supply, Commbox, Deployment (when "Lease" is selected above, the Premium Advanced Exchange Program and Premium Repair Warranty Program are included in the bundle).
☐ OPTION 2: Ingenico ISC250 EMV Terminal, Simplify License and Support, Voltage Encryption, Cabling, Power Supply, Commbox, Deployment (when "Lease" is selected above, the Premium Advanced Exchange Program and Premium Repair Warranty Program are included in the bundle).

Number of Terminals: Please select the number of terminals (minimum of 2 terminals is required; if the number of terminals is not specified, 2 terminals will be deemed to have been selected):

☐ 2 Terminals
☐ 3 Terminals
☐ 4 Terminals
☐ More than 4 Terminals (insert number of Terminals): _____

Optional Additional Warranty Programs: This applies for the "Purchase" election only (for the "Lease" election, these items are included in the bundle).

☐ Premium Advanced Exchange Program and Premium Repair Warranty Program

THIS SAFE-T SUITE SERVICES ADDENDUM, INCLUDING THE SAFE-T SUITE TERMS AND CONDITIONS AND EXHIBITS INCORPORATED HEREIN, IS THE COMPLETE AND ENTIRE UNDERSTANDING OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER OR PROPOSAL.

IN WITNESS WHEREOF, Customer has caused a duly authorized representative to execute this SAFE-T Suite Services Addendum on behalf of Customer as of the Addendum Effective Date, as provided below.

_____,
"CUSTOMER" (DBA Name)

By: _____
(Signature)

Name: _____
(Printed Name)

Title:

Date:
("Addendum Effective Date")

EXHIBIT C-4

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THREE-PARTY AGREEMENT

This Three-Party Agreement (the "Agreement") is made and entered into as of _____ __, 202_ by and among [Lender Institution] ("Lender"); [Franchisee Entity or Individual] ("Franchisee"); and [Franchisor Entity] ("Franchisor" or "Company"). Lender, Franchisee, and Franchisor each are referred to as a "Party" and collectively are referred to as the "Parties."

RECITALS

A. The Franchise Agreement. Franchisee and Franchisor entered into that certain [franchise/license] agreement, dated _____ __, 20__ (the "Franchise Agreement"), related to a guest lodging facility located at [Address of Facility], designated as Unit #_____ (the "Facility"). The Franchise Agreement and certain ancillary agreements related to the Franchise Agreement collectively are referred to as the "Primary Agreements." Pursuant to the Primary Agreements, Franchisee operates the Facility as a [Brand]® franchised location. Capitalized terms used and not defined in this Agreement shall have the meanings given to them in the Franchise Agreement.

B. The Loan. Lender has advanced or is about to advance funds to Franchisee and desires to be granted certain rights in respect of the Franchise Agreement as part of the collateral security for its loan. Franchisee has requested that Company consent to the conveyance of a security interest in the Franchise Agreement and grant certain other rights to Lender. Company will issue its consent to the collateral assignment of the Franchise Agreement and will grant such rights subject to the terms and conditions of this Agreement and the undertakings by Lender and Franchisee set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, representations, promises, covenants, and consideration set forth below, the sufficiency of which are hereby acknowledged as good, valuable, and adequate consideration, and intending to be legally bound, the Parties agree as follows:

1. **Status of Primary Agreements.**

1.1 Company and Franchisee represent that the Primary Agreements are in full force and effect and there are no uncured notices of default issued by Company or Franchisee under the Primary Agreements as of the date of this Agreement.

1.2 This Agreement is not intended to be, nor shall it be construed to create, a novation, accord and satisfaction, or compromise of the obligations of Franchisee under the Primary Agreements or any other obligation of Franchisee or any Guaranty to Company. Franchisee agrees that the terms of the Franchise Agreement shall be strictly adhered to on and after the date of this Agreement.

2. **Company Consent; No Representations or Warranties.**

2.1. Company consents to the collateral assignment of, and granting of a security interest in, the Franchise Agreement by Franchisee to Lender as partial security for Franchisee's obligations to Lender, subject to the terms and conditions of this Agreement. Unless and until Lender notifies Company in writing that it has exercised its rights to the collateral as the secured party under the collateral assignment and that it has assumed the benefits and obligations of the Primary Agreements (and without limiting Lender's obligations under Section 4 of this Agreement), Company may rely on Franchisee's authority to act on its own behalf on all matters relating to the Primary Agreements and the franchise relationship between Company and Franchisee.

2.2. Company has not provided, and in entering into this Agreement, is not providing any representation, endorsement, or recommendation to or about any other Party; about any representation that either Lender or Franchisee may have made to the other; or otherwise pertaining to the loan.

2.3. This Agreement shall not be deemed a waiver of or consent by Franchisor or Franchisee to any defaults under the Primary Agreements arising after the date of this Agreement. Franchisee agrees that defaults arising after the date hereof under the Franchise Agreement shall not be deemed to have been waived, released, or cured by virtue of the execution of this Agreement.

3. **Franchisee Defaults.** The following provisions apply to Franchisee's defaults under the Primary Agreements and events that give the Company the right to terminate the franchise relationship:

3.1. If Company issues a notice of default to Franchisee, Company will notify Lender of such default or event by sending a copy of the default notice to Lender as and when sent to Franchisee, or by separate written notice. **Company's failure to give notice to Lender shall not affect Company's rights under the Primary Agreements with regard to Franchisee, nor shall Company be liable to Lender for any damages resulting directly or indirectly from such failure.**

3.2. Lender may undertake to cure such default on behalf of Franchisee, but is not obligated to do so. Unless Company otherwise consents in writing, Lender's time to cure the default will be the same as Franchisee's time to cure, if any, under the terms of the Primary Agreements and the default notice.

4. **Lender Possession of Facility.** The following provisions apply when and if Lender forecloses on the Facility or otherwise acquires, directly or through an affiliate, title to or possession of the Facility.

4.1. Lender automatically, and without further action, shall succeed to and assume all of the rights and obligations of Franchisee under the Primary Agreements as of the date Lender or an affiliate takes actual or constructive possession of the Facility (the "Possession Date"). Lender agrees to and shall sign and deliver to Company an assignment and assumption agreement to confirm its assumption of the Primary Agreements, or to execute and deliver such other similar agreement as may be acceptable to Company, and to pay Company an administrative fee of $7,500 promptly after the Possession Date. Failure to execute such document or documents and pay the required administrative fee within thirty (30) days following Possession Date will constitute a material breach of this Agreement and of the Franchise Agreement (entitling Franchisor to terminate the Franchise Agreement) and shall not relieve Lender of its obligations as "Franchisee" or "Member" under the Franchise Agreement, as applicable.

4.1.1. Regardless of the execution and delivery of the documents and payment referenced in Section 4.1 by Lender, as of the Possession Date the Primary Agreements (i) shall be deemed ratified and affirmed in their entirety by Lender; and (ii) shall become binding and enforceable upon Lender. As of the Possession Date, Lender will be the successor to Franchisee and will be responsible to remedy all defaults of the Franchisee under the Primary Agreements capable of being cured by Lender and to perform in the capacity of "Franchisee" or the "Member," as applicable, under the Primary Agreements in all respects.

4.2. Lender or its affiliate shall provide the Company with proof of insurance meeting the requirements under the Franchise Agreement and System Standards within five (5) business days after the Possession Date.

4.3. Company will furnish Lender with Franchisee's franchise accounts receivable aging statements on request. Lender will pay any undisputed amounts shown on such statements within fifteen (15) days after receipt. The Parties will cooperate and work diligently to resolve any franchise account disputes.

4.4. Lender must cure any quality assurance default of Franchisee pending as of the Possession Date within sixty (60) days after the Possession Date or enter into a quality improvement agreement with the Company within thirty (30) days after the Possession Date to cure the defaults. In either case, Lender must restore, to Company's satisfaction, the quality assurance scores of the Facility to the entry level required for conversion Chain Facilities within one hundred twenty (120) days after the Possession Date. Company will furnish Lender with a copy of the latest quality assurance inspection report generated before the Possession Date at Lender's request.

4.5. Any subsequent Transfer of the Facility after the Possession Date by Lender or its affiliate shall be governed by the Transfer provisions of the Franchise Agreement.

5. **Receiver.** The following provisions apply if Lender requests, causes, or participates in the appointment of a receiver for the Facility or Franchisee (a "Receiver"). In such event, Company may exercise its right to terminate the franchise or the Primary Agreements, unless (i) Lender or Receiver remedies all defaults of Franchisee then pending under the Primary Agreements within thirty (30) days after the appointment of Receiver; (ii) Receiver operates the Facility in compliance with the Primary Agreements and pays all fees accruing under the Primary Agreements during the period of the receivership; (iii) Receiver signs and delivers to Company a temporary operator's agreement or such other similar agreement as may be acceptable to Company (the "TOA") within five (5) days after appointment of Receiver; and (iv) Receiver pays Franchisor a $7,500 administrative fee upon execution of the TOA.

6. **Lender Action, Generally.** If Lender (i) commences any judicial or non-judicial action seeking the appointment of a receiver for the Facility or Franchisee, or (ii) commences any judicial or non-judicial foreclosure or similar action because of any default by Franchisee under the terms of its agreements with Lender (in any case, a "Lender Action"), then Lender shall notify the Company in writing of such Lender Action. Lender will send the Company copies of any related pleadings, notices, agreements, or other documents published, sent or filed by the Lender in a Lender Action.

7. **Insolvency of Franchisee.** In the event any bankruptcy, insolvency, receivership, or similar case is filed by or against Franchisee, then, subject to any automatic stay that may be imposed, Franchisor may exercise its rights and remedies under the Primary Agreements whether or not Lender obtains relief to foreclose upon or take possession of all or any part of the Facility.

8. **Franchisee Consent.** Franchisee consents to the provisions of this Agreement. Franchisee also consents to the transmittal of any and all information between Lender and Company from time to time about Franchisee's account with Company, the status of the Primary Agreement, the franchise relationship, and the loans from Lender.

9. **No Assignment by Lender; Replacement Comfort Lender.**

9.1. Lender shall assign this Agreement to any (i) affiliate of Lender that acquires the Lender's interest in the mortgage or other loan to which this Agreement relates; and (ii) entity that acquires the Lender (or is the survivor of any merger or similar reorganization of the Lender), provided, in each case, that Lender need not assign this Agreement if it retains the right and obligation to service the loan on behalf of its successor-in-interest. Lender shall notify Company of such an assignment within fifteen (15) days following the assignment.

9.2. Company will issue a replacement three-party agreement, substantially similar in form to the three-party agreement then-disclosed in Company's franchise disclosure document, if Lender (a)(i) appoints a third-party servicing agent to service the loan; (ii) transfers the loan to a successor mortgagee that is a

financial institution in the business of routinely financing real estate transactions, or (iii) designates a trustee of a trust established in connection with the securitization of the loan; provided, in each case, that such transferee is reasonably acceptable to Company; and (b) Company receives a written request to issue a replacement three-party agreement within 30 days of the date of such appointment or transfer. Company reserves the right to charge an administrative fee for such replacement three-party agreement. Any such replacement three-party agreement shall supersede and replace this Agreement.

10. **Termination of Agreement.** This Agreement terminates automatically when (i) Company or Franchisee terminates the license or the Primary Agreements in accordance with their terms after giving Lender any notice required under this Agreement; (ii) Lender no longer has a security interest in the Facility or Lender's loan is paid in full; (iii) the term of the license under the Franchise Agreements expires; (iv) Lender assumes the Primary Agreements under the terms of this Agreement; or (v) Lender assigns its interest in the loan to a third party other than as expressly permitted by Section 9.1 of this Agreement. There is no equitable right of redemption applicable to this Agreement.

11. **Miscellaneous.**

11.1. Recitals. The statements and representations set forth in the Recitals above are fully affirmed by each Party and incorporated herein by reference with the same force and effect as if restated at length at this point.

11.2. Construction of the Agreement.

11.2.1. The Parties agree that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any Party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

11.2.2. Except as expressly stated otherwise in this Agreement, the provisions of the Franchise Agreement governing the following terms shall apply equally to this Agreement: waiver of jury trial; partial invalidity; waivers, modifications, and approvals; choice of law; venue; dispute resolution; and force majeure. For purposes of this Agreement, references to "you" in such provisions shall include Lender.

11.3. Entire Agreement. This Agreement represents all of the terms and conditions of the agreement between the Parties with respect to the subject matter described. There have been no representations, warranties, promises, inducements, or considerations of any kind given with respect to the transactions described except as expressly memorialized in this Agreement.

11.4. Headings. Headings, titles and captions preceding the sections of this Agreement are provided for convenience of reference and shall not be used to explain or to restrict the meaning, purpose or effect of any provision to which they refer

11.5. Binding Nature; Third Parties. This Agreement is binding on the Parties and the respective permitted successors, heirs, executors, and assigns of each of them. This Agreement is solely for the benefit of the Parties and is not intended to, nor does it, create any third-party beneficiary.

11.6. Counterparts. This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed via facsimile or electronic signature.

11.7. Legal Fees. Except set forth herein, all Parties to this Agreement shall bear their own costs and attorneys' fees related to the negotiation and execution of this Agreement. Should a Party to this Agreement

initiate an action arising out of this Agreement, including but not limited to enforcing its terms, it is agreed that the prevailing party in such actions shall be entitled to reimbursement of reasonable attorneys' fees and costs from the non-prevailing party.

11.8. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid; (ii) by delivery service, with proof of delivery; or (iii) by first class, prepaid certified, or registered mail return receipt requested. Email addresses listed below are included for the convenience of the Parties only and not for the provision of notice under this Agreement.

To Company:

[Identity of Franchisor]
22 Sylvan Way
Parsippany, New Jersey 07054
Attention: Vice President, Contract Compliance
Fax Number:_____
Email Address:_____

To Lender:

[Identity of Lender]
Address:_____
_____
Attention:_____
Fax Number:_____
Email Address:_____

To Franchisee:

[Identity of Franchisee]
Address:_____
_____
Attention:_____
Fax Number:_____
Email Address:_____

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Each of the undersigned, intending to be legally bound hereby, has executed this Agreement as of the date first written above.

COMPANY:
[FRANCHISOR NAME]

By:_____
Name:_____
Title:_____

LENDER:
[LENDER NAME]

By:_____
Name:_____
Title:_____

FRANCHISEE:
[FRANCHISEE NAME]

By:_____
Name:_____
Title:_____

REQUEST FOR THREE-PARTY AGREEMENT

TO: Vice President, Contracts Compliance

_____ ("Franchisor")

RE: Current or Proposed Brand _____

Facility No._____("Facility")

Located or to Be Located at _____

Current or Proposed Franchisee Name:_____("Franchisee")

DATE:_____, 20___

The undersigned duly-authorized representative of Franchisee requests that Franchisor offer and issue a Three-Party Agreement ("TPA") in favor of the "Lender" named below for the purpose of inducing Lender to loan funds (the "Loan") to Franchisee secured by Franchisee's interest in the Facility. Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the TPA. If Franchisee is not currently a party to a franchise agreement with Franchisor pertaining to the Facility, **the offer and issuance of the TPA by Franchisor will be subject to the execution of such a franchise agreement** (the franchise agreement, including all amendments and ancillary agreements, the "Franchise Agreement"); the payment of an initial fee or affiliation fee, as applicable; and Franchisor's receipt of such other documents Franchisor deems necessary to consummate the closing of the Franchise Agreement.

1. Franchisee agrees to and submits herewith a non-refundable fee in the amount of $1,000 ("TPA Fee"), which must be paid to Franchisor prior to, and in partial consideration for Franchisor's review of the request for a TPA. The TPA Fee is non-refundable even if Franchisor and Lender do not enter into a TPA.

2. Franchisee authorizes Franchisor to release (and consents to the transmittal of) any and all information about Franchisee's account with Company, the status of the Franchise Agreement and the franchise relationship, the results of any quality assurance inspections, and guest complaints to Lender and its counsel (but Franchisor is under no obligation to do so). Franchisor may provide a copy of the Franchise Agreement to Lender, but is not required to do so, and Franchisee solely is responsible for ensuring that Lender has a full and complete copy of the Franchise Agreement if Lender requests the same. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender the current status of the Franchise Agreement and Franchisee's performance under the same and that Franchisee will advise Lender of any changes in that status through the time of closing of the Loan.

3. Franchisee requests that upon receipt of this request form executed by Franchisee and its guarantor or guarantors, Franchisor prepare and offer to Lender its standard form of TPA, which will require Lender or an affiliate to assume the Franchise Agreement for the Facility and cure

Franchisee's defaults if Lender or an affiliate takes possession of the Facility.

4. Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and each guarantor of Franchisee's obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of Lender against Franchisor arising from or relating to Franchisee's breach of this request or the TPA; that such indemnification shall be subject to the indemnification provision of the Franchise Agreement; and that Franchisee's indemnification obligation represents partial consideration from Franchisee for Franchisor to review this request and to offer and issue the TPA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the TPA, which inures to the primary benefit of Franchisee and its guarantor or guarantors.

5. Franchisee acknowledges that Franchisor has no obligation to modify its standard form of TPA and shall have no liability to Franchisee or any guarantor as result of the inability of Lender and Franchisor to reach agreement on the language of the TPA or the failure of Lender and Franchisor to execute the TPA for any other reason. Franchisee and each guarantor jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender information about the Facility, the Franchise Agreement or Franchisee under this request or the TPA, or the denial of the Loan or refusal to close the Loan arising from the inability of the parties to agree upon and execute a mutually acceptable TPA or for any other reason.

6. Franchisee covenants to forward to Lender copies of all default notices from Franchisor sent to Franchisee that the Loan documents require that Lender receive.

7. If Franchisee requests certain changes to the Franchise Agreement in order for the loan to qualify for financing assistance from the U.S. Small Business Administration, Franchisor will effect such changes so long as the Agreement maintains the mutuality of obligations, rights and powers between Franchisee and Franchisor as to any affected provision.

8. Franchisee acknowledges that the TPA shall not be effective and binding on Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original TPA signed by authorized representatives of each of Franchisee and Lender. Franchisor will offer the TPA to Lender subject to such condition as to its effectiveness. Franchisee undertakes to confirm with Lender at the closing of the Loan, or at such other time as may be requested by Lender (if the Loan has closed prior to the execution of the TPA) that the TPA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the TPA until it has received evidence satisfactory to Franchisor that the Loan has closed.

9. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the extent of the liability of Franchisee or any guarantor shall not apply to the obligations set forth in Section 4 above.

Submitted by and behalf of Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver, and cause Franchisee to perform this request. This request may be signed and submitted in multiple counterparts and shall be binding on Franchisee and any guarantor if sent by fax to Franchisor.

Franchisee: _____
(Name of Franchisee)

By: _____
(Signature)

Printed Name: _____
Title: _____

Guarantors: *(please add additional signature page if needed)*

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

Lender:

Name: _____
Address: _____
_____
Attention: _____
Fax: _____
Telephone: _____

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LENDER NOTIFICATION AGREEMENT
(SBA LOANS)

This Lender Notification Agreement ("Agreement") is made and entered into as of _____ __, 202_ by and among [Lender Institution] ("Lender"); [Franchisee Entity or Individual] ("Franchisee"); and [Wyndham Hotel Group Brand] ("Franchisor" or "Company"). Lender, Franchisee, and Franchisor each are referred to as a "Party" and are collectively referred to as the "Parties."

RECITALS

A. The Franchise Agreement. Franchisee and Franchisor entered into that certain [franchise/license] agreement dated _____ __, 20__ (as amended prior hereto, the "Franchise Agreement") related to a guest lodging facility located at [Address of Facility], designated as Site #_____ (the "Facility"). Pursuant to the Franchise Agreement, Franchisee operates the Facility as a [Brand]® franchised location. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Franchise Agreement.

B. The Loan Agreements. Lender has advanced or is about to advance funds to Franchisee with the assistance of the United States Small Business Administration (the "SBA") [and a local Certified Development Company ("CDC")]. The address and contact party for Lender [, CDC,] and SBA are listed on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, representations, promises, covenants and consideration set forth below, the sufficiency of which are hereby acknowledged as good, valuable, and adequate consideration, and intending to be legally bound, the Parties agree as follows:

1. **Status of Franchise Agreement**. The Company and the Franchisee represent that the Franchise Agreement is in full force and effect and there are no uncured notices of default issued by the Company under the Franchise Agreement as of the date of this Agreement.

2. **Notice of Franchisee Defaults**.

2.1 If Franchisee defaults or an event occurs that gives Company the right to terminate the Franchise Agreement, Company will give Lender [, CDC,] and SBA notice of such default or event by sending via first class mail a copy of the notice sent to Franchisee, as and when sent, or by separate written notice. **Company's failure to give notice to Lender [, CDC,] or SBA shall not affect its rights under the Franchise Agreement with regard to Franchisee, nor shall Company be liable to Lender [, CDC,] or SBA for any damages resulting directly or indirectly from such failure.** Lender [, CDC,] and SBA may, but are not obligated to, undertake to cure such default on behalf of Franchisee within the time permitted, if any, under the default notice and the Franchise Agreement.

2.2 Unless otherwise specifically provided herein, all notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by overnight mail or by United States certified

mail, return receipt requested, addressed as follows:

To Company:

[Franchisor]
22 Sylvan Way
Parsippany, New Jersey 07054
ATTN: Vice President, Contract Compliance

To Lender:

[Lender]
To be provided

To Franchisee:

[Franchisee]
To be provided

To SBA [and CDC]: As set forth on Exhibit A hereto.

3. **Franchisee Consent; Sharing of Information**. Franchisee consents to the provisions of this Agreement. Franchisee also consents to the transmittal of any and all information about Franchisee between or among Lender [, CDC] SBA, and Company from time to time. Company will provide to Lender [, CDC,] and/or SBA copies of its records relating to Franchisee's outstanding accounts receivable to Company and quality assurance inspections no more frequently than once every 90 days, upon receipt of a written request from Franchisee, Lender [, CDC,] or SBA.

4. **Transfer of Franchise Agreement.** While this Agreement is in effect, Company will not unreasonably withhold, delay, or condition its consent to any proposed Transfer (as defined in the Franchise Agreement) requiring Company's consent under Section 9 of the Franchise Agreement.

5. **Termination of Franchise Agreement Without Cause**. While this Agreement is in effect, neither Company nor Franchisee will exercise any right to terminate the Franchise Agreement without cause, including any rights added by special stipulation, without first obtaining the consent of SBA [and CDC].

6. **Termination of Agreement**. This Agreement automatically terminates on the earliest to occur of the following: a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; and (iii) SBA [and CDC] no longer has [have] any interest in the Loan.

Each of the undersigned, intending to be legally bound hereby, has executed this Agreement as of the date first written above.

COMPANY:
[FRANCHISOR NAME]

By:_____
Name:_____
Title:_____

LENDER:
[LENDER NAME]

By:_____
Name:_____
Title:_____

FRANCHISEE:
[FRANCHISEE NAME]

By:_____
Name:_____
Title:_____

EXHIBIT A

Address and contact for SBA:

_____
_____
_____
_____

Address and contact for CDC:

_____
_____
_____
_____

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REQUEST FOR LENDER NOTIFICATION AGREEMENT
(SBA FINANCING)

TO: Vice President, Contracts Compliance

_____ ("Franchisor")

RE: Current or Proposed Brand _____

Facility No._____(the "Facility")

Located or to Be Located at _____

Current or Proposed Franchisee Name:_____

DATE:_____, 20___

The undersigned duly-authorized representative of the owner (the "Franchise") of the above-referenced Facility requests that Franchisor offer and issue a Lender Notification Agreement ("LNA") in favor of the "Lender" named below, the Certified Development Company ("CDC") (if any) identified below, and the United States Small Business Administration ("SBA") for the purpose of inducing Lender to loan funds (the "Loan") to Franchisee secured by Franchisee's interest in the Facility, under SBA's 7(a) or 504 financing programs. Lender, SBA, and, if applicable, CDC are referred to as the "Lender Group." Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the LNA:

1. Franchisee authorizes Franchisor to release (and consents to the transmittal of) any and all information about Franchisee's account with Company, the status of the Franchise Agreement and the franchise relationship, the results of any quality assurance inspections, and guest complaints to Lender Group and its members' counsel (but Franchisor is under no obligation to do so). Franchisor may provide a copy of the Franchise Agreement to Lender Group, but is not required to do so, and Franchisee solely is responsible for ensuring that Lender has a full and complete copy of the Franchise Agreement if Lender Group requests the same. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender Group the current status of the Franchise Agreement and Franchisee's performance under the same, and that Franchisee will advise Lender Group of any changes in that status through the time of closing of the Loan.

2. Franchisee requests that upon receipt of this request form executed by Franchisee and its guarantor or guarantors, Franchisor prepare and offer to Lender Group its standard form of LNA, which will offer Lender the opportunity to cure Franchisee's defaults under the Franchise Agreement.

Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and each guarantor of Franchisee's obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of any member of Lender Group against Franchisor arising from or relating to Franchisee's breach of this request or

the LNA; that such indemnification shall be subject to the indemnification provision of the Franchise Agreement; and that Franchisee's indemnification obligation represents partial consideration from Franchisee to Franchisor to review this request and to offer and issue the LNA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the LNA, which inures to the primary benefit of Franchisee and its guarantor or guarantors.

3. Franchisee acknowledges that Franchisor has no obligation to modify its standard form of LNA and shall have no liability to Franchisee or any guarantor as result of the inability of Lender Group and Franchisor to reach agreement on the language of the LNA or the failure of the to Lender Group and Franchisor to execute the LNA for any other reason. Franchisee and each guarantor jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender Group information about the Facility, the Franchise Agreement or Franchisee under this request or the LNA, or the denial of the Loan or refusal to close the Loan arising from the inability of the parties to agree upon and execute a mutually acceptable LNA or for any other reason.

4. Franchisee covenants to forward to any member or members of Lender Group copies of all default notices from Franchisor sent to Franchisee that the Loan documents require that such member of Lender Group receive.

5. Franchisee acknowledges that the LNA shall not be effective and binding on Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original LNA signed by authorized representatives of the Franchisee and of each member of Lender Group. Franchisor will offer the LNA to Lender Group subject to such condition as to effectiveness. Franchisee undertakes to confirm with Lender at the closing of the Loan, or at such other time as may be requested by Lender (if the Loan has closed prior to the execution of the LNA) that the LNA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the LNA until it has received evidence satisfactory to Franchisor that the Loan has closed.

6. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the extent of the liability of Franchisee or any guarantor shall not apply to the obligations set forth in Section 3 above.

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Submitted by and behalf of Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver, and cause Franchisee to perform this request. This request may be signed and submitted in multiple counterparts and shall be binding on Franchisee and any guarantor if sent by fax to Franchisor.

Franchisee: _____
(Name of Franchisee)

By: _____
(Signature)

Printed Name: _____
Title: _____

Guarantors: *(please add additional signature page if needed)*

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

Lender:

Name: _____
Address: _____
_____
Attention: _____
Fax: _____
Telephone: _____

CDC: _____
Name: _____
Address: _____
_____
Attention: _____
Fax: _____
Telephone: _____

SBA Regional Office: _____

Name: _____

Address: _____

_____

Attention: _____

Fax: _____

Telephone: _____

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EXHIBIT C-5

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Unit No:
Location:

TERMINATION AND RELEASE AGREEMENT

This TERMINATION AGREEMENT (this "Agreement") is dated as of , , ("Effective Date") among , a corporation ("we" or "us" "), , ("you" and "your"), and and (collectively, the "Guarantors").

RECITALS

WHEREAS, this Agreement relates to that certain franchise agreement, dated , between us and you, and all ancillary documents and addenda thereto (collectively, the "Franchise Agreement") granting you a _____® System License (the "License") to operate a ___-room _____ guest lodging facility located at and designated as Unit No. (the "Facility"). The Franchise Agreement is incorporated by reference into this Agreement; and

WHEREAS, you have requested the early termination of the Franchise Agreement for the Facility and we acknowledge your request. The parties desire to terminate the License and the Franchise Agreement according to this Agreement.

AGREEMENT

NOW, THEREFORE, it is hereby stipulated and agreed by and between the undersigned parties upon the foregoing premises and in consideration of the promises, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, as follows:

1. Termination Date. The Franchise Agreement shall terminate on _____, 20__ (the "Termination Date"). You acknowledge that on the Termination Date your License to operate the Facility under the _____ System and Marks will terminate and you no longer will be authorized to display, use, or exploit the _____ Marks. Until the Termination Date, you must continue to perform all your obligations under the Franchise Agreement, including payment of all Recurring Fees, commissions, charges and other fees, and maintenance of quality and operational standards as required by the System. Notwithstanding this Agreement, you may still be subject to default and/or termination for any breaches of the Franchise Agreement occurring prior to the Termination Date. On and after the Termination Date, we will have no further obligation to provide any services to you under the Franchise Agreement or any other agreement. We have no obligation to provide reservation services for any guest stay that includes any night on or after the Termination Date. Access to our brand portal on the Internet will be terminated as of the Termination Date.

2. Reports; Payment of Fees and Liquidated Damages.

(a) You will submit to us all monthly franchise reports required under the Franchise Agreement for Gross Room Revenues accruing through the Termination Date no later than ten days after the Termination Date.

(b) (i) You and the Guarantors will pay to us all outstanding Recurring Fees, commissions, charges, and other fees accruing under the Franchise Agreement through the Effective Date. We estimate that the accrued unpaid Recurring Fees and other amounts due under the Franchise Agreement are $_____ as of _____, 20__. You and the Guarantors will pay us this amount via wire transfer when you sign and return this Agreement to us. (ii) You and the Guarantors will pay us any additional Recurring Fees, commissions, charges, and other fees accruing under the Franchise Agreement through the Termination Date no later than ten days after the Termination Date. (iii) You and the Guarantors will pay any invoices we send to you after the Termination Date for additional amounts due under the Franchise Agreement and any other agreement with us within ten days after receipt.

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of $_____, as a result of the early termination of the Franchise Agreement. You and the Guarantors will execute and deliver to us the promissory note (the "Note") in the amount of $_____, attached to this Agreement. The Note will be due and payable pursuant to its terms. ***OR***

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of $_____, as a result of the early termination of the Franchise Agreement. You and the Guarantors will pay this amount to us via wire when you sign and return this Agreement to us, but no later than the Termination Date.

3. De-identification.

(a) You acknowledge that the Franchise Agreement requires you to perform certain post-termination obligations. In addition to any such obligations specified in the Franchise Agreement, no later than ten days after the Termination Date, you will (i) remove all signage and other items bearing the _____ trade name, trade marks and service marks ("Marks"); (ii) perform all post-termination obligations specified in the System Standards Manual; (iii) change all signs, billboards, and listings in telephone directories, travel guides, hotel indices and similar materials in which the Facility is identified as a _____ brand facility; (iv) remove the Marks from and otherwise change all e-mail addresses and social media identities that include the Marks and words that are deceptively similar to the Marks; and (v) remove the Marks from any advertising or promotional activities on, around or directed towards the Facility, including any web sites, web pages, metatags or search engines. You will cooperate fully with us regarding any post-termination inspections by us to verify that the Facility has been properly de-identified.

(b) You acknowledge that any unauthorized use of the Marks, or any marks confusingly similar to the Marks, shall cause irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. Such relief shall include, but is not limited to, entering the Facility without prior notice to remove software for accessing the

Reservation System, all copies of the System Standards manuals, and all of our other personal property, and painting over or removing and purchasing for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility that you have not removed or obliterated. You shall promptly pay or reimburse us for the cost of removing such items, net of the $10.00 purchase price.

(c) Effective on the Termination Date, all software licenses granted to you by us will terminate. You will then cease to use any property management system software we provided to you, and we and our affiliates will have no further obligation to provide any hardware or software maintenance services to you. You have no further right to obtain any information about guests of the Facility that we maintain in our enterprise data warehouse.

4. Guaranty. Each undersigned Guarantor affirms that his, her, or its obligations under the Guaranty to guarantee your payment and performance under the Franchise Agreement shall extend to your obligations to pay and perform under this Agreement.

5. Audit Rights. Notwithstanding the Termination Date, we retain the right to perform audits of the Facility's books and records for a period of two years after the Termination Date. You acknowledge that your audit and record keeping obligations under the Franchise Agreement survive until the expiration of the two-year period. You agree promptly to pay or contest in good faith any audit assessment we issue if we determine that any additional Recurring Fees or other amounts may be due to us as a result of the audit. Your obligations under this Section terminate at the end of the two-year audit period.

6. Representations and Warranties. You and each Guarantor represent and warrant to us that: (a) you have reported the Gross Room Revenues of the Facility accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) after the Termination Date, neither your nor any Guarantor will retain possession of any Confidential Materials we provided to you; (c) you, each Guarantor, and your respective agents have not disclosed or made unauthorized copies of any Confidential Materials in violation of the Franchise Agreement; (d) no consent of any third party is required to enter into or perform this Agreement; (e) neither your nor any Guarantor has filed a lawsuit or arbitration demand against us, our direct and indirect parent companies or affiliates; (f) neither you nor any Guarantor is the subject of any pending bankruptcy, receivership, composition, assignment, or similar proceeding; (g) you have obtained the necessary authorization to execute and perform this Agreement; and (h) the persons negotiating and executing this Agreement on your behalf have been duly authorized by your owners and your governance board to do so.

7. General Release.

(a) By entering into this Agreement, you and each Guarantor, for each of yourselves and your respective members, partners, officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and their successors, heirs, and assigns, hereby release and waive any claims and causes of action against us, our officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and the successors and assigns of each of them, arising out of the offer, sale, execution, delivery,

performance, administration, and termination of the License, the Franchise Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility and the relationship between you and us and does not apply to any claims that may exist or which may arise in the future regarding any other guest lodging facility.

(b) Subject to Section 8 below, and your and each Guarantor's complete performance of the obligations under this Agreement, the Franchise Agreement and any other Facility-related agreements with us or our affiliates, we, for ourself and our successors and assigns, hereby release and waive any claims and causes of action against you and each Guarantor arising out of the offer, sale, execution, delivery, performance, and termination of the License, the Franchise Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility and the relationship between you and us and does not apply to any claims that may exist or which may arise in the future regarding any other guest lodging facility. If, at any time, the monies paid to us in consideration for our release are set aside as a preference under 11 U.S.C. §§ 547 and/or 544, or are otherwise ordered to be disgorged from us in connection with legal proceedings that involve you and/or any Guarantor, our release provided herein shall be deemed null and void.

8. Survival. Despite the mutual releases provided in Section 7, the parties agree that the following survive after the Termination Date: (a) the indemnification obligations specified in the Franchise Agreement continue in full force for any transactions, occurrences, and events occurring during the Term specified in the Franchise Agreement and for any transactions, occurrences, and events occurring during the period the Facility was operated by you or on your behalf using the Marks; (b) the benefits of all insurance policies you obtained for the Facility accrue to us for transactions, occurrences and events occurring during the period in which the Franchise Agreement was in effect or for any transactions, occurrences and events occurring during the period the Facility was operated using the Marks; (c) the confidentiality obligations specified in this Agreement and the Franchise Agreement; and (d) the audit and record keeping provisions in the Franchise Agreement and Section 5 of this Agreement, for the time periods such provisions specify. The Franchise Agreement shall remain in effect solely as to such provisions until the expiration of the applicable statutes of limitation as to claims and actions that could be asserted by third parties.

9. Confidentiality. Each party hereto and its respective counsel agree that they will not disclose any of the terms of this Agreement or any amounts to be paid to us pursuant to this Agreement. The parties and their respective counsel, however, are not precluded from disclosing the terms of the Agreement to their attorneys, accountants, tax preparers, paid financial advisors and/or any governmental, regulatory or judicial authority that might compel the disclosure of this Agreement, or otherwise to the extent required by law or demanded by any governmental or regulatory entity. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this Agreement, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Agreement within 72 hours of receipt, thus affording the other parties to this Agreement an opportunity to move to quash the subpoena and/or oppose the entry of any order seeking to compel the disclosure of this Agreement.

Additionally, in the event it becomes necessary to file this Agreement with a Court in any future enforcement action between or among the parties, the parties hereby agree to apply jointly for leave to file this Agreement under seal.

10. Consultation with Counsel. You and each Guarantor acknowledge that each of you have consulted with, or had the opportunity to consult with, legal counsel of your and their own selection about this Agreement. You and each Guarantor each understand how this Agreement will affect your legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

12. Consent to Jurisdiction. This Agreement will be governed by and interpreted under New Jersey law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court of New Jersey and the state courts situated in Morris County, New Jersey for the purposes of all cases and controversies involving this Agreement and its enforcement.

13. Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

14. Execution in Counterparts. To facilitate execution of this Agreement by geographically separated parties, this Agreement and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties respecting the settlement relating to the Facility. Notwithstandng the foregoing, any of your or the Guarantor's post-termination obligations set forth in the Franchise Agreement and not modified by this Agreement shall remain as stated in the Franchise Agreement. This Agreement may not be changed or modified, except by a writing signed by the parties hereto.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

FRANCHISOR:
<<INSERT NAME OF FRANCHISOR>>

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____
Name:
Title:

GUARANTOR OR GUARANTORS:

_____

_____

OR (if Guarantor is an entity)

By:_____
Name:_____
Title:_____

EXHIBIT C-6

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Signature Reservation Service Agreement

Franchisee: **("you" or "your")**
Brand:
Property Location: **("Property")**
Unit Number:

Wyndham Hotel Group, LLC ("we", "us" or "our"), through a third-party vendor and as part of our Signature Reservation Service, has developed the Digital Search Call Transfer ("DSCT") service under which callers inquiring about reservations at franchised properties may have their calls handled by our reservation agents ("Agents") who will book reservations on your behalf (the "Service").

The DSCT Service is described in more detail in Schedule A to this Agreement.

You agree to participate, in the Service at all times during the term of this Agreement in accordance with the following:

1. Fees. Beginning on the "Billing Commencement Date", we will charge you a "Call Transfer Fee" as reflected on Schedule A. The Billing Commencement Date is the date that our Agents book the first room reservation at your Property. We will invoice you monthly for the Call Transfer Fees which shall be payable when your Royalties are due under your franchise or membership agreement with us. We may, in our discretion, increase the Call Transfer Fee (either the percentage of GRR of the maximum amount) to cover our costs provided such fees are increased for all similarly situated Properties. We shall notify you no less than thirty (30) days prior to any such increase taking effect.

2. Term. This Agreement will begin when we countersign this Agreement after you sign it and will continue until the expiration or termination of your franchise or membership agreement with us or our affiliate. In addition, we shall have the right to terminate this Agreement at any time without cause upon thirty (30) days' written notice.

3. Change to Services. We reserve the right to amend, cancel, or replace the Service as business circumstances warrant, in our sole discretion, upon 30 (thirty) days' written notice. In the event that we cancel the Service in which you are then currently participating, then we may, at our option, replace the Service with an alternative Service or require you to participate in another Service then currently offered under this Agreement.

4. Dispute Resolution. Any disputes arising under this Agreement will be resolved in accordance with the dispute resolution procedures under your franchise or membership agreement with us or our affiliate, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

5. No Warranty. WE MAKE NO REPRESENTION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE PROPERTY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT

YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.

6. Limitation on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE ABOVE WAIVER) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM.

7. Force Majeure. In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes).

8. Miscellaneous. The parties agree that this Agreement contains the entire agreement between the parties relating to the Service, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. Nothing in this or any other related agreement, however, is intended to disclaim any representations we made in the Franchise Disclosure Document that we or our affiliate furnished to you. No modification, amendment or waiver of this Agreement will be binding upon either party unless the same has been made in writing and executed by both parties. You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent. All facsimile executions shall be treated as originals for all purposes.

ONLY AN AUTHORIZED REPRESENTATIVE OF THE PROPERTY SHOULD SIGN THIS AGREEMENT. BY SIGNING THIS FORM, you represent that you agree to the above terms and that you are authorized to bind the Property.

WE/FRANCHISOR:	YOU/PROPERTY:
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Execution Date:_____

Schedule A
Digital Search Call Transfer

1. Our Responsibilities. We will:

(a) Hire and train Agents at our Central Reservation Center to handle reservation calls on behalf of your Property, including responding to questions about your Property and attempting to book reservations at your Property. The goal is for the transfer to our Central Reservation Center to appear seamless to the customer and that our Agents appear as an extension of your hotel staff.

(b) Through our third-party vendor, provide a new, dedicated telephone number for your Property to appear on search engines and other digital platforms which will connect to an Interactive Voice Response. Callers to this telephone number will be able to select a number for reservation inquiries. All reservation inquiry calls will be directed to our Central Reservation Center. We will own the telephone number and you must cease all use of it when your participation in the Service ends. You may not use the telephone number in any advertising or marketing materials or on any websites without our prior written approval.

2. Your Responsibilities. You will be responsible for:

(a) Working with our team to verify that your Property information, including Property description, address, amenities, inventory, and all other content is updated and accurate in our Central Reservation System at all times.

3. Fees. The Call Transfer Fee is 3.5% of the Gross Room Revenue ("GRR") for each reservation booked by us, up to a maximum of $7.30 (seven dollars and thirty cents) per reservation booked.

EXHIBIT C-7

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Unit No:
Entity No.:
Brand:

HOTEL REVENUE MANAGEMENT AGREEMENT

This HOTEL REVENUE MANAGEMENT AGREEMENT ("Agreement") is made as of _____, 20__("Commencement Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our", or "us") and _____ with principal offices located at _____("you") regarding the guest lodging facility located at _____ ("Facility").

Recitals. We have developed a supplementary revenue management consulting service as described in Exhibit A, (the "Service") in addition to the primary services we provide to franchisees or members under their franchise or membership agreements. By signing below, you acknowledge your participation in Revenue Management Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** We will provide the Service in accordance with the Revenue Management Policies and Best Practices ("RM Policies") set forth in System Standards. You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RM Policies , (ii) authorize us to access your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system, your Facility's food and beverage system (if applicable), and any extranet you have with an on-line travel agency or similar distribution company, and (iii) authorize us to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to you. We will not, however, change the Rate of the Day without authorization from you. In addition, you may modify or reverse any change we make by notifying us, providing it is consistent with the RM Policies.

2. **Facility Representative.** You shall designate at the end of this Agreement a primary Facility representative who shall have the authority to make revenue management decisions for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the Facility representative shall provide, feedback concerning the performance, operation and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in Exhibit A, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees at any time by providing you at least thirty (30) days prior written notice, provided that you may terminate this Agreement upon fifteen (15) days prior written notice if the increase in Fees over a one-year period is a total of more than ten percent (10%) of the Fees in effect at the beginning of the period.

4. **Term.** The "Term" of this Agreement shall begin on the Commencement Date and shall continue for one year whereupon it shall be automatically renewed for successive Terms of one year each until (i) expiration or termination of the Franchise or Membership Agreement when this Agreement will automatically terminate or (ii) either party terminates this Agreement in accordance with Section 5 below.

5. **Suspension or Termination.** If either party breaches this Agreement (including but not limited to failing to abide by the RM Policies) and fails to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) of being notified thereof in writing, the non-breaching party may terminate or suspend performance under this Agreement, effective upon written notice to the breaching party. In addition, you may terminate this Agreement without cause, effective on the last day of the month in which any anniversary of the Commencement Date occurs, by providing at least sixty (60) days prior written notice of termination to us. For the avoidance of doubt, failure to provide us such prior written notice within the foregoing timeframe shall render any notice null and void and the Agreement shall be automatically renewed for an additional one-year Term as outlined in Section 4 above. We may terminate this Agreement without cause by providing at least sixty (60) days prior written notice of termination to you. Conclusion of service will be at the end of the second full calendar month following the month of receipt of any termination notice.

6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise or Membership Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the Franchise or Membership Agreement. We shall have all rights under the Franchise or Membership Agreement if you breach these confidentiality obligations.

8. **No Warranty. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.**

9. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL**

EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.

10. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. **Miscellaneous**

A. **Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

B. **No Third Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.

C. **Successors and Assigns.** You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

D. **Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.

E. **Notices.** All notices shall be delivered in the manner set forth in the Franchise or Membership Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

F. **Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

G. **Gross Revenue/Gross Room Revenue.** "GR" or "Gross Revenue"/"GRR" or "Gross Room Revenue" as may be applicable to your Facility, has the meaning specified in System Standards.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:	YOU:
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

Your Primary and Secondary Facility Representatives for Making Revenue Management decisions and communicating with us:
[Please provide name and title of each]

Primary: Name:_____ Title: _____
Secondary: Name:_____ Title:_____

Email address/Phone no. of Primary Representative:

EXHIBIT A

Revenue Management Service (Premium/Standard/Essential)

I. Description of Services

Type	Detail	Service Model and Frequency		
		Premium	Standard	Essential
Revenue Management Call/Meeting	Scheduled call with Facility to discuss availability and rate strategy for the next 90 days	☑ (1x week)	☑ (2x month)	☑ (1x month)
Mix of Business Analysis	Includes performance for market segments, rate plans, corporate accounts, channel contribution	☑ (1x week)	☑ (2x month)	☑ (1x month)
Rate Parity Review	Review all channels for rate parity & availability	☑	☑	☑
Rate & Inventory Changes	Recommend & Maintain price point & availability restrictions for >90 days	☑	☑	☑
Rate Maintenance	Manage rates 15 months into future	☑ (1x quarter)	☑ (1x quarter)	
Rate Loading	Lead the process on rate code loading & date extension (whether working with distribution or MyRequest)	☑ (1x quarter)	☑ (1x quarter)	☑ (1x quarter)
RFP Process	Support negotiated pricing/RFP process	☑ (1x year)	☑ (1x year)	☑ (1x year)
End of Month Review	Review end of the month statistics, provide critical analysis of performance & future strategies	☑	☑	☑
Rate Plan Content	Manage rate plan descriptions	☑ (1x year)	☑ (1x year)	☑ (1x year)
OTA Rates & Inventory	Manage price points and parity on brand supported OTAs	☑	☑	☑
OTA Market Managers	Manage Market Manager relationships	☑ (1x quarter)	☑ (1x quarter)	☑ (1x quarter)
Website Content Review	Full content review of Brand.com & OTAs done periodically	☑ (Quarterly)	☑ (Quarterly)	☑ (2x year)
Competitive Rate Shops	Rate shops required at additional cost	☑	☑	☑
Agency 360	Quarterly report review with property team to identify opportunity accounts. More frequent review (1x month) is optional with property subscription at additional cost.*	☑ (1x quarter*)	☑ (1x quarter*)	
STR Reports	Review STR reports & provide recommendations	☑	☑	☑
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☑ (weekly)	☑ (2x month)	☑ (1x month)
Groups	Create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☑ (review & update sales page(s) 2x year)	☑ (review & update sales page(s) 2x year)	☑ (1x year; review & update group sales page(s) only)
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☑	☑	
System Audit & Gap Analysis	Audit PM and CR for parity & rate/room type/channel distribution	☑ (1x quarter)	☑ (1x quarter)	☑ (1x year)
System Education	Educate property team on WHR Systems	☑	☑	
Discount & Package Strategy	Update/create packages & strategy for promotions & discounts	☑	☑	

II. Rate Strategy and Inventory Management

- Develop a *rate strategy* for the Facility, subject to approval by the Facility executive staff and ownership. A rate strategy is a monthly or quarterly set of pricing-related practices that will help the Facility to meet its stated operational and financial goals (such as RevPar, Occupancy, ADR, or minimization of overbooking-related service/delivery issues).
- Effect execution of the rate strategy on an ongoing basis, specifically advising the Facility staff on Franchisor's actions to:
    - Maintain the pricing structure for the Facility
    - Evaluate demand based on historical and currently-booked data
    - Analyze potential commitments to groups and make recommendations on pricing and allocations
    - Analyze and identify the relevant market segments which apply to the Facility and make pricing and rate policy recommendations for those segments
    - Review competitive pricing and availability
    - Recommend price points and availability restrictions for future dates across all distribution channels
- Produce reports for the Facility Executive Staff on past results and future conditions
- Facilitate weekly or bi-weekly meetings with the Facility staff to review past results and future market conditions
- Test whether the Facility is in compliance with any Franchisor policies related to pricing, including but not limited to rate parity across distribution channels, "disaster pricing", corporate and affiliation discounts, last room availability.
- Communicate recommendations and status of changes to the Facility staff designees

Responsibility for prices and availability

- **In the event of a lack of consensus between the Revenue Management Service Specialist and the Facility staff or designees, the Facility staff always has the right to make the final determination on actions to be taken.**

III. Rate Shop Report.

As part of subscribing to the Service, you must sign up a rate shop program that we designate, at an additional cost to you (currently $60 per month). We will determine in our sole discretion the number of hotels, booking sources and arrival dates to include in the shop reports, and the frequency of delivery of reports to you. Reports exceeding the parameters we establish may be available for an additional charge.

IV. Facility Site Visits.

A property visit may be something to consider based on the market and competition. Facilities subscribing to Premium or Standard Revenue Management Service may request a property visit from the Revenue Management Service Specialist once per year, with the travel and board expenses for the trip being covered by you.

V. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

VI. Pricing.

☐ **Premium Service –** 1.00% of GR/GRR (as applicable) per month, with a minimum of $995 per month, maximum of $2,250 per month.

☐ **Standard Service –** 0.75% of GR/GRR (as applicable) per month, with a minimum of $495 per month, maximum of $1,095 per month.

☐ **Essential Service –** 0.50% of GR/GRR (as applicable) per month, with a minimum of $345 per month, maximum of $595 per month.

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EXHIBIT C-8

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Facility:
Unit No.:
Brand:

HOTEL CONNECTIVITY SOLUTIONS SUPPORT AGREEMENT

This Hotel Connectivity Solutions Support Agreement ("**Agreement**"), effective as of _____, (the "**Effective Date**"), by and between _____ ("**Franchisor**" "**we**," "**our**," or "**us**") located at 22 Sylvan Way, Parsippany NJ 07054 and _____ ("**Franchisee**" "**you**," or "**your**"), located at _____ governs your access to and use of the products and services described herein ("**Products and Services**"). Franchisor and Franchisee shall each be referred to as a "**Party**" and, together, as the "**Parties**".

RECITALS

You have entered, or are about to enter, into an agreement with a third-party service provider ("**Service Provider**") to provide you with certain products and electronic communications services relating to providing high speed guest internet access at your hotel (the "**Connectivity Agreement**"). Your execution of a Connectivity Agreement, and its ongoing validity, is a condition precedent to the effectiveness hereof.

In consideration of the mutual covenants, representations and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them herein. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the License or Franchise Agreement between us and you (the "**Franchise Agreement**") and are incorporated herein by reference.

2. TERM AND TERMINATION

2.1 Term. This Agreement's term shall be effective and commence as of the Effective Date and shall continue in full force and effect until its expiration sixty (60) months thereafter, unless earlier terminated in accordance with the terms and conditions hereof ("**Term**").

2.2 Termination and Other Remedies. At our option, we may terminate this Agreement immediately: (a) if you fail to make any payment required per this Agreement, the Connectivity Agreement, the Franchise Agreement or any other agreement between you and us, and such failure continues uncured for 10 days after we give you written notice; (b) if you breach any other covenant or warranty under this Agreement, the Franchise Agreement or any other agreement between you and us and the breach continues uncured for 30 days after we or the Service Provider give you written notice; and/or (c) if the license granted under the Franchise Agreement terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue operation of the Facility. In addition to the above, this Agreement shall terminate automatically in the event that either (i) the Connectivity Agreement terminates or expires, or (ii) the license granted to you under the Franchise Agreement expires or terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue the operation of the Facility.

3. SOFTWARE. We may grant you access or use of any software (including any Splash Page) ("**Software**"), and in the event we do so, the following shall apply:

3.1 License; Title. Subject to payment of all Fees hereunder, we hereby grant you a limited, non-transferable, non-exclusive license, to access, use and display the Software during the Term solely for the benefit of your Permitted Users in accordance with this Agreement. Except as otherwise provided herein, all rights, title and interests in and to the Software are reserved to us or to any third party who licenses it to us or our affiliates. Title to and ownership of the Software, including all Intellectual Property rights therein, is and shall remain with us, our affiliates or any third party who licenses it to us. You shall at all times protect and defend, at your own cost and expense, our rights, title and interests in and to the Software against all claims, liens and legal processes of your creditors. "Permitted User" shall mean any person who is authorized by you, or who is otherwise permitted to access and use the products and/or services described in this Agreement, including without limitation, your employees, guests and You.

3.2 Restrictions. You shall not: (a) permit any unauthorized third party to access or use the Software; (b) create or attempt to create any derivate works based on it; (c) copy, frame or mirror any part or content of the Software; (d) disassemble, decompile, reverse engineer or otherwise attempt to recreate it; or (e) access, use or otherwise manipulate it in order to create a competitive product or service or to copy any features, functions or graphics thereof. We may, at our sole discretion and without prior notice to you, conduct audits of your hardware, computer systems and applications, including by electronic and remote means, to verify conformance with this Agreement.

3.3 Suggestions. Any suggestions and feedback relating to the Software, or relating to any desired or recommended additional features, enhancements or modifications thereto that are provided by or through you or your affiliates to us shall be our exclusive property as of the date offered to us and you and your affiliates hereby assign all rights and interests in and to such suggestions and feedback to us as of that date.

3.4 Permitted Uses. You shall use the Software only for the permitted uses with respect to your business and operations as contemplated herein or in the Franchise Agreement. You shall not load, store or otherwise use any software on or with the Software, without our prior written consent, as the use of such software may adversely affect the operation and functionality of the Software and the Products and Services. If you violate this Section, the warranties set forth herein shall be void, and you shall be solely responsible for the cost of repair or replacement of the Software, if any.

3.5 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the Software available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, such as a force majeure event described in section 12.2 below; and (b) provide the Software only in accordance with applicable laws and government regulations that govern its implementation.

3.6 Your Responsibilities. In addition to those set forth above, You shall: (a) be fully responsible for your Permitted Users' compliance with this Agreement; (b) be fully responsible for the accuracy, quality and legality of any information, content or data, to the extent collected or utilized by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquires information, content or data; (c) prevent unauthorized access to or use of Software, and notify us promptly of any such unauthorized access or use; and (d) use the Software only in accordance with this Agreement and applicable laws and regulations. You shall not: (i) make the Software available to anyone other than your authorized end users; (ii) sell, resell, rent or lease the

Software; (iii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious content or material, or to store or transmit material in violation of the privacy rights of any third party; (iv) use the Software to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Software or the data of any third party contained therein; or (vi) attempt to gain unauthorized access to the Software or any related networks.

4. PRODUCTS AND SERVICES

4.1 Products or Services Provided by Other Third Parties. During the Term of this Agreement, a Service Provider may offer to provide you with equipment for use as part of your facility's Network architecture ("**Equipment**") to facilitate your electronic communications services ("**Other Third Party**"). Any such Equipment you desire to purchase, lease or otherwise procure from such Other Third Parties shall be detailed in the Connectivity Agreement. We are not and shall not be a party to that Connectivity Agreement and shall not be liable in any manner to either you or such Other Third Party for your or the Other Third Party's compliance with, or breaches of, such Connectivity Agreement. You shall pay all fees for any products or services to be provided by such Other Third Party as specified in your associated Connectivity Agreement, or other agreement between you and such Other Third Party.

4.1.1 Any additional products or services provided to you by a Service Provider in furtherance of or in relation to your Equipment or network services shall be set forth in a separate agreement. We shall not be a party to such agreements and shall not be liable in any manner to either you or any Service Provider for the nature of the products or services agreed to in, or your or the Service Provider's compliance with, or breaches of, such agreements. You shall pay all fees for such additional products or services as specified in your respective agreements between you and such Service Provider.

4.1.2 **Discounted Products or Services.** Franchisor may from time to time advise you that due to our strategic sourcing efforts for our franchisees, certain third parties may be able to make their products or services available to you at a discounted rate ("**Discounted Products or Services**"). Any acquisition by you of such Discounted Products or Services, and any exchange of data between you and any third-party providers, is solely between you and the third-party provider. Franchisor does not warrant or support any Discounted Products or Services. Any Discounted Products or Services shall be governed exclusively by any agreement entered into between you and the third-party provider.

4.2 Support Services Provided by Us. We will provide you with certain support services, as described below.

4.2.1 **Level 1 Telephone Support.** We will make all reasonable efforts to provide 24-hour x 7-day Level 1 telephone support services to you and persons accessing the guest Internet service at your facility. These support services will be provided for your Permitted Users, including your employees and guests. These support services are intended to be used specifically to ensure access to the Public Access Network. Our support desk will address issues pertaining to network activation, hardware and software configuration, and "general" questions pertaining to logging into the Network. These questions typically pertain to basic functionality and connectivity for various PC/Laptop/PDA wireless devices and their respective operating systems, NIC/Drivers, IP/Network, and standard firewall or other configuration settings. Support will not include security-related configuration or setting queries, which would be referred to your Internet Service Provider via a warm "hand off" under Level 2 support as described in §4.2.2.

4.2.2 **Level 2 Telephone Support.** We will make all reasonable efforts to provide Level 2 telephone support services to you (you must provide us with a service provider with sufficient resources with whom to work). The Level 2 support desk will address issues pertaining to broadband access (e.g, third party T1, Cable and DSL providers), network integrity and device responsiveness via remote management tools. This

support will rely on detailed documentation you provide to us for accessing network devices. Level 2 support will coordinate with your appointed contact for physical inspections and power cycles of suspected faulty on-premise equipment. Level 2 support will initiate a warm "hand off" to your third-party Internet Service Provider (as identified in your Connectivity Agreement) for suspected broadband or other potentially significant performance or other issues. Level 2 support will initiate contact with Level 3 hardware support (quoted separately or a third-party, including a service provider) concerning any suspected network equipment malfunction.

4.2.3 **WEB PORTAL SERVICE.** We will provide and host a brand-specific landing page with an End User License Agreement ("**EULA**").

4.2.4 **Splash Page.** We will provide a "splash page" with various promotions and offers from the Wyndham Rewards program, its third-party providers, and/or such other content we may designate from time to time, in our sole discretion, and you hereby accept inclusion of the "splash page" as part of the support services. For purposes hereof, the "splash page" shall also be considered Software as that term is used herein.

4.2.5 **Excluded Services**. The support services hereunder are intended to provide you with front-line support concerning basic connectivity and functionality of your Equipment, to facilitate continued availability of network services you acquire from a third party for your facility. No component of the support services hereunder constitutes or is intended to serve as an Electronic Communications Service (as defined in 18 U.S.C. §2510) or a Remote Computing Service (as defined in 18 U.S.C. §2711) or to provide information security support concerning your network services. Further, any SNMP or other network monitoring activities performed hereunder will be solely related to maintaining equipment and service functionality (for example, bandwidth and network speed) and shall not include content access, monitoring, filtering or other ancillary content-related services. Should you desire any additional network or content-related services, these should be acquired from a third-party service.

5. FEES AND PAYMENT TERMS

5.1 Fees; Payments. You shall pay all fees for the support services to be provided to you by us. We will invoice you monthly at eighty-five cents ($0.85) per room, as reflected in the Franchise Agreement for the support services (the "**Fees**"). All Fees and amounts due hereunder are due upon invoice receipt. We may apply any amounts received to any outstanding invoices in any order. If you do not make all payments of Fees to us when due, then, upon written notice to you, we may withhold implementation, suspend the support services (subject to Section 5.3 below) or terminate this Agreement. We may increase the ongoing Fees on an annual basis by no more than five percent (5%) above the fees paid by you during the immediately preceding twelve- (12-) month period; provided, however, that we shall notify you no less than thirty (30) days prior to any such increase taking effect.

5.2 Overdue Charges. If any Fees or charges are not received from you by the due date, then, at our sole discretion, (a) such Fees or charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future subscription renewals on payment terms shorter than those specified in Section 4.1 above.

5.3 Suspension of Service and Acceleration. If any Fees owing by you hereunder are thirty (30) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations hereunder so that all such obligations become immediately due and payable, and suspend our support services to you until such amounts are paid in full. We shall give you at least seven (7) days' prior

notice that your account is overdue, before suspending the support services.

5.4 **Taxes.** Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments, including but not limited to value- added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with purchases hereunder. If we have a legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable based on our income, property and employees.

6. TECHNICAL REQUIREMENTS

In order to facilitate connectivity and functionality of electronic communications services at your facility, you may be required to maintain a third-party Service Provider's minimum technical requirements, as set forth in the agreement between you and such Service Provider. If any third-party Service Provider you engage, at your request, attempts to integrate hardware with the Equipment , we shall not be liable for any injury or damage to either the hardware or the functionality of your other contracted communications services or related services unless such injury or damage is due to our gross negligence or willful misconduct. The warranties described herein do not apply to any hardware or Products and Services not provided to you by us.

7. CONFIDENTIALITY

7.1 Each party may from time to time disclose to the other (both orally and in writing), in connection this Agreement, certain financial, technical, legal, marketing, network, and/or other business reports, records, or data (including, but not limited to, Personal Information, computer programs, code, systems, applications, analyses, passwords, procedures, output, information regarding software, Service Provider lists, customer lists, and other customer-related information, advertising and promotional plans, creative concepts, specifications, designs, and/or other material) which the disclosing Party ("**Discloser**") deems, and the receiving Party ("**Receiver**") should consider, proprietary and/or confidential (and of independent economic value) to the disclosing Party (collectively, "**Confidential Information**"). Our Confidential Information also shall include any proprietary and/or confidential information related to our affiliates, employees, franchisees, sales representatives, brokers, and/or customers, as well as any and all content provided by us to you with respect to any Services hereunder. Your Confidential Information also shall include your (and your subcontractors') Software and/or pre-existing proprietary materials licensed or provided to, or accessed by, us hereunder. "**Personal Information**" means any information relating to an identified or identifiable person and that, either by itself or in combination with other information, identifies, or can be used to identify, an individual. Examples include, without limitation, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Franchisor, Franchisee, or, as applicable, their respective affiliates' employees, franchisees, sales associates, brokers, or customers.

7.2 The Receiver agrees to treat all Confidential Information provided by the Discloser pursuant to this Agreement as proprietary and confidential to the Discloser, and the Receiver shall not (without the Discloser's prior written consent) disclose or permit disclosure of such Confidential Information to any third party, provided that the Receiver may disclose, on a need-to-know basis, such Confidential Information to its third party subcontractors who have signed non-disclosure agreements with the Receiver, and/or to its (and, in the case of Franchisor, to Franchisor's affiliates') current employees, officers, or directors, or legal or financial representatives. The Receiver agrees to safeguard all Confidential Information of the Discloser with at least the same degree of care (which in no event shall be less than reasonable care) as the Receiver uses to protect its own Confidential Information. The Receiver shall use the Discloser's Confidential Information solely for the purpose of fulfilling its obligations hereunder. The Receiver further agrees not to use or disclose the Discloser's

Confidential Information for its own benefit or for the benefit of others, except as otherwise authorized by this Agreement or by the Discloser in writing.

7.3 Notwithstanding the foregoing, the Parties agree the following shall not be deemed Confidential Information hereunder: (i) Information the Receiver independently develops without any breach hereof, and can be shown by documentary evidence; (ii) Information which is or becomes in the public domain by no fault or wrongful act of the Receiver; (iii) Information known by the Receiver prior to disclosure by the Discloser; (iv) Information disclosed to the Receiver by a third Party not under a similar confidentiality obligation to the Discloser, and without breach hereof; (v) Information approved for release by written authorization of the Discloser and/or a third Party owner of the information; or (vi) Information disclosed pursuant to the lawful requirement or order of a court or governmental agency, provided that, upon the Receiver's receipt of a request for such disclosure, the Receiver gives prompt notice thereof to the Discloser (unless such notice is not legally permissible or required under the circumstances) so the Discloser may have the opportunity to intervene, contest such disclosure and/or seek a protective order or other appropriate remedy.

7.4 All Confidential Information transmitted or disclosed hereunder will be and remain the Discloser's property, and the Receiver shall (at the Discloser's election) promptly destroy or return to the Discloser any and all copies thereof upon termination or expiration hereof, or upon the Discloser's written request. Upon the Discloser's request, any such destruction shall be certified in writing by the Receiver.

7.5 Nothing herein shall be construed to limit or prohibit the Receiver from independently creating or developing, or from acquiring from third Parties, any information, products, concepts, systems, or techniques that are similar to or compete with those contemplated by or embodied in the Discloser's Confidential Information, provided that (in connection with such creation, development, or acquisition) the Receiver does not violate any of its obligations hereunder.

7.6 The Parties acknowledge and agree that monetary damages may not be calculable or a sufficient remedy for any breach of this Section 7 by the Receiver, and that the Discloser may suffer great and irreparable injury as a consequence of such breach. Accordingly, each Party agrees that, in the event of such a breach or threatened breach, the Discloser shall be entitled to seek equitable relief (including, without limit, injunction and specific performance) to remedy such breach or threatened breach. Such remedies shall not be deemed exclusive remedies for a breach by the Receiver but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the Discloser.

7.7 Notwithstanding the foregoing, to the extent an individual would be considered an employee pursuant to 18 U.S.C. §1833(b)(4), such individuals shall not be held criminally or civilly liable under any U.S. Federal or State trade secret law for the disclosure of Confidential Information if such disclosure is made in confidence to a government official, either directly or indirectly, or to that individual's attorney, if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or if the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation claiming that retaliation against said individual for reporting a suspected violation of law may disclose Confidential Information to his or her attorney and may use it in the court proceeding, provided any document containing it is filed under seal and the individual does not disclose it except pursuant to court order.

8 NO WARRANTIES

EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS OR SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY

ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS OR SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM AND PRODUCTS OR SERVICES HEREUNDER; AND (D) WE MAKE NO REPRESENTATION OR WARRANTY, AND DISCLAIM ANY AND ALL LIABILITY, REGARDING ANY CONTENT OR OTHER INFORMATION THAT MAY BE TRANSMITTED THROUGH THE PRODUCTS OR SERVICES. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS OR SERVICES UNLESS DUE TO OUR WILLFUL MISCONDUCT.

9 INDEMNIFICATION

You shall indemnify, defend and hold harmless us, our affiliates, our licensors, successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to this Agreement (including any use by any Permitted Users or any other person of the products or services described in this Agreement) as well as any agreement you enter into related to this Agreement, including, but not limited to, your failure to comply with this Agreement. We shall not be liable to you or any other person or entity for injury, damages or property loss, including but not limited to, damages to your facility, as a result of your or the facility's operation, use or non-use of the Products and Services. You are not obligated to indemnify us for our own willful misconduct arising out of the operation, use or non-use of the products and services.

10 DAMAGE LIMITATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL WE OR AN AFFILIATE BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE (COLLECTIVELY, "**INDIRECT DAMAGES**") IN CONNECTION WITH THE PRODUCTS AND SERVICES OR THIS AGREEMENT, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO US FOR THE SERVICES FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

11 OWNERSHIP OF GUEST INFORMATION.

We shall own all Guest Information in our possession or that of any service provider holding it on our behalf, and you shall own all Guest Information in your possession or that of any service provider holding it on your behalf. To the extent both Parties possess identical Guest Information, our and your respective ownership rights with regard to it shall be separate and independent from one another. For purposes hereof, "Guest Information" shall mean names, contact and other information about guests and customers of your facility, including without limitation stay information, that either we or you or a person acting on behalf of one or

both of us receives from or on behalf of the other or any guest or customer of your facility or any other third party; provided, however, that Guest Information shall not include any information, content or other materials accessed, provided, or otherwise used by any person through or in connection with the Products and Services.

12 **ADDITIONAL PROVISIONS**.

12.1 Costs and Expenses. The non-prevailing Party will pay the costs and expenses incurred, including reasonable attorneys' fees and expenses, by the prevailing Party to enforce this Agreement.

12.2 Force Majeure. If performance by you or us is delayed or prevented because of strikes, inability to procure labor or materials, supplier or subcontractor defaults, delays or shortages of transportation, failure of power or telephone transmissions, restrictive governmental laws or regulations, weather conditions, epidemic, pandemic, quarantine or other public health crisis, or other reasons beyond the reasonable control of the Party, then such performance will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

12.3 Notices. Notices will be effective if made in writing and delivered, by next day delivery service with proof of delivery, by facsimile transmission immediately followed by first class mailing of the original notice, or mailed by certified or registered mail, return receipt requested, to the appropriate Party at its address herein or at such address as may be designated by notice in accordance with this Section. Notices will be deemed given on the date delivered or date of attempted delivery, if service is refused. As of the Effective Date hereof, the notice address of the Parties is as follows:

If to Franchisor:	**If to Franchisee:**
	_____
22 Sylvan Way	_____
Parsippany, NJ 07054	_____
Attn: Scott Strickland, EVP & CIO	_____
With a copy to:	**With a copy to:**
WHR Operations, LLC	_____
22 Sylvan Way	_____
Parsippany, NJ 07054	_____
Attn: Paul Cash, EVP &	_____
General Counsel	

12.4 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with our terms and conditions included herein or in our invoices, standards manuals, technical specifications or elsewhere. Our failure to object to any provision contained in your printed form is not a waiver of any term hereof.

12.5 Governing Law/Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law provisions. You consent to the non-exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, and the United States District Court for the District of New Jersey. You waive objection to venue in any such courts. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO

OR IN CONNECTION WITH THIS AGREEMENT.

12.6 Waiver. If either Party fails to exercise any right or option at any time hereunder, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination hereof by either you or we will not waive your obligation to make any payments then due to us hereunder.

12.7 Agreement. This Agreement supersedes all prior oral and written agreements and understandings and, together with any order forms that may accompany this Agreement, constitutes the entire Agreement between the Parties with respect to this subject matter. Nothing in this or any other related agreement, however, is intended to disclaim any express representations made in the Franchise Disclosure Document provided to you by us or our affiliates. This Agreement may not be amended, modified or rescinded except in writing, signed by both Parties. If any provision hereof is determined to be void or unenforceable, it shall be deemed severed from the Agreement and the remainder hereof shall continue in full force and effect. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement without our express written consent, except as permitted under the Franchise Agreement. The provisions hereof that due to their content should have continuing life shall survive the termination of this Agreement. This Agreement is intended for the sole benefit and protection of the named Parties, and no other persons or entities shall have any cause of action or right to payments made or received hereunder.

12.8 Mediation. The Parties shall attempt in good faith to resolve any dispute concerning this Agreement promptly through negotiation between authorized representatives. If these efforts are not successful, either Party may attempt to resolve the dispute through non-binding mediation. Either Party may request mediation which shall be conducted by a mutually acceptable and neutral third-party organization. If the Parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either Party may pursue litigation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date.

WE:

BY:_____

Vice President

YOU, as Franchisee:

BY: _____

By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Franchisee.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054, USA

.

EXHIBIT C-9

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Unit No:
Entity No.:
Brand:

REMOTE SALES SERVICES AGREEMENT

This REMOTE SALES SERVICES AGREEMENT ("Agreement") is made as of _____, 20__("Effective Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our", or "us") and _____ with principal offices located at _____("you") regarding the guest lodging facility located at _____ ("Facility").

Recitals. We have developed a supplementary remote local sales consulting service as described in Exhibit A, (the "Service") in addition to the primary services we provide to franchisees or members under their franchise or membership agreements. By signing below, you acknowledge your participation in the Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** In addition to the description in Exhibit A, we will provide the Service in accordance with any Remote Sales Service Policies ("RSS Policies"), as they may be set forth in System Standards and updated from time to time. Within ten (10) days after the Effective Date, your primary representative (described below) and our representative shall meet and confer to determine the terms under which we shall provide the Service (the "Initial Meeting"). You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day"). In addition, you will establish the parameters under which we are authorized to offer rooms or services at the Facility to third parties in connection with potential stays (including, but not limited to the discount off Rate of the Day, group size limits, amenities, packages or other incentives). You retain ultimate and sole control over all decisions to accept, or not to accept, all sales at the Facility. The Service shall begin the day on which you provide us, in writing, with all information that we reasonably request during the Initial Meeting and the authorizations for Service described in Exhibit A (the "Commencement Date").

   Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RSS Policies, (ii) authorize us to access, as necessary, your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system, your Facility's food and beverage system (if applicable), any extranets that the Facility maintains with OTAs, and all third party sales response and tracking systems (e.g. Lanyon, HotelPlanner), (iii) authorize us to offer for sale to third parties room and other services at the Facility within certain parameters pre-authorized by you, and (iv) authorize us to accept non-contract reservations from third parties for rooms and other services at the Facility within certain parameters pre-authorized by you without advance notice to you. **We will not, however, enter into any contract on your behalf and you will be solely responsible for (i) contracting with any third parties that wish to stay at the Facility, and (ii) any sales at the Facility that fall outside of the parameters pre-authorized by you.** In addition, during the term of this Agreement, you

agree to insert the following acknowledgment into all contracts you enter into with third parties with respect to sales at the Facility:
"*The parties to this Agreement agree and acknowledge that neither Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC nor any of their affiliates or subsidiaries is a party to this Agreement and shall have no liability for any events or occurrences arising, or failing to arise, out of this Agreement.*"

You acknowledge that we are not responsible for any third-party guests at the Facility (regardless of whether they were referred to the Facility by us or their reservations were accepted by us in connection with the Service) and that the indemnification obligations described in your Franchise or Membership Agreement apply at all times during the course of this Agreement.

2. **Facility Representative.** You shall designate, at the end of this Agreement, a primary Facility representative who shall have the authority to make binding decisions to accept reservations for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the Facility representative shall provide feedback concerning the performance, operation and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in Exhibit A, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees by providing you at least thirty (30) days prior written notice, provided that you may terminate this Agreement upon fifteen (15) days prior written notice if the increase in Fees over a one-year period is a total of more than ten percent (10%) of the Fees in effect at the beginning of the period.

4. **Term.** The "Term" of this Agreement shall begin on the Commencement Date and shall continue for one year whereupon it shall be automatically renewed for successive Terms of one year each until (i) expiration or termination of the Franchise or Membership Agreement when this Agreement will automatically terminate, or (ii) either party terminates this Agreement in accordance with Section 5 below.

5. **Suspension or Termination.** If either party breaches this Agreement (including but not limited to failing to abide by the RSS Policies) and fails to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) of being notified thereof in writing, the non-breaching party may terminate or suspend performance under this Agreement, effective upon written notice to the breaching party. In addition, at any time after ninety (90) days after the Commencement Date, you may terminate this Agreement without cause by providing at least thirty (30) days' prior written notice of termination to us. We may terminate this Agreement without cause by providing at least sixty (60) days' prior written notice of termination to you.

6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise or Membership Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the

Franchise or Membership Agreement. We shall have all rights under the Franchise or Membership Agreement if you breach these confidentiality obligations.

8. **No Warranty. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.**

9. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.**

10. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. **Miscellaneous**

A. **Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both

parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

B. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.

C. **Successors and Assigns.** You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

D. **Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.

E. **Notices.** All notices shall be delivered in the manner set forth in the Franchise or Membership Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

F. **Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:	YOU:
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

Your primary and secondary Facility representatives for making group sales decisions and communicating with us:
[Please provide name and title of each]

Primary: Name:_____ Title: _____
Secondary: Name:_____ Title:_____

Email address/Phone no. of Primary Representative:
Email address/Phone no. of Secondary Representative:

EXHIBIT A

Remote Sales Service

I. Description of Services

TYPE	DESCRIPTION	FREQUENCY
Dedicated local sales service representative	Each Facility shall be provided with a dedicated Remote Sales Service representative who will provide on-going local sales support and training to Facility staff	On-going
Remote Sales Call/Meeting	Scheduled call with Facility to discuss local sales strategy for the next 30/60/90 days	☑ (1x month)
Sales Reporting	Review Facility performance on a bi-weekly basis, provide critical analysis of performance & future strategies	☑ (1x two weeks)
Lead Response	Collaborate with Facility to establish and follow protocol by which our representative will respond to all sales leads at the Facility	On-going
Corporate Rate Strategy	Qualify and, as authorized, negotiate corporate rates	On-going
In-Market Prospecting	Solicit new, current and active local accounts identified by Facility	On-going
Market Research	Conduct independent research into Facility's market and into prospective accounts	On-going
RFP Process	Review and establish negotiated pricing/RFP process for Facility; lead RFP response process	On-going
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☑ (weekly)
Groups	Collaborate with Facility representative (and/or revenue manager) to create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☑ (review & update sales page(s) 2x year)
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☑
GSO Education	Educate WHR's Global Sales Organization about the Facility and available resources therein	☑

II. Facility Requirements

As a condition of the Facility's participation in the Service, you are required, among other things, to:

- Update your primary and secondary representative, as needed
- Actively participate with our representative in all respects to enable their ability to perform the Service
- Be available to conduct in person or virtual Facility tours
- Promptly forward all inquiry leads, RFPs, and other sales-related calls or communications to us

- Define, and update as needed, the parameters under which we are authorized to offer and accept reservations for rooms or services at the Facility to third parties (including, but not limited to the discount off Rate of the Day, group size limits, amenities, packages or other incentives)

III. Facility Site Visits.

A property visit may be appropriate based on the Facility's market, amenities and competition. Facilities may request a property visit from our Remote Sales Service representatives once per year, with the travel and board expenses for the trip being covered by you.

IV. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

V. Pricing: $1,400 per month.

EXHIBIT D

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decrease to the fair value of our outstanding forward foreign currency exchange contracts, which would generally be offset by an opposite effect on the underlying exposure being economically hedged.

Argentina is considered to be a highly inflationary economy. As of December 31, 2021, we had total net assets of $3 million in Argentina.

Our total market risk is influenced by a wide variety of factors including the volatility present within the markets and the liquidity of the markets. There are certain limitations inherent in the sensitivity analyses presented. While probably the most meaningful analysis, these "shock tests" are constrained by several factors, including the necessity to conduct the analysis based on a single point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled.

Item 8. Financial Statements and Supplementary Data.

The financial statements required to be filed pursuant to this Item 8 are appended to this Annual Report on Form 10-K. A list of the financial statements filed herewith is found in Part IV, Item 15 commencing on page F-1 hereof.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures. Our management, with the participation of our principal executive and principal financial officers, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, our principal executive and principal financial officers have concluded that, as of the end of such period, our disclosure controls and procedures were effective and operating to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2021. In making this assessment, management used the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this assessment, our management believes that, as of December 31, 2021, our internal control over financial reporting is effective. Our independent registered public accounting firm has issued an attestation report on the effectiveness of our internal control over financial reporting, which is included within their audit opinion on page F-2.

There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the most recent fiscal quarter to which this report relates that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not Applicable.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Wyndham Hotels & Resorts, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Wyndham Hotels & Resorts, Inc. and subsidiaries (the "Company") as of December 31, 2021 and 2020, the related consolidated statements of income (loss), comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

Basis for Opinions

The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

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

Deferred Revenues and Liability – Wyndham Rewards Loyalty Program – Refer to Notes 2 and 3 to the financial statements

Critical Audit Matter Description

The Company operates the Wyndham Rewards loyalty program under which members earn points that can be redeemed for free nights or other rewards. Wyndham Rewards members primarily accumulate points by staying at a participating hotel, club resort or vacation rental or by making purchases with their Wyndham Rewards co-branded credit card. Revenues related to the issuance of loyalty points are recognized net of redemptions over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed. In addition, the Company records a liability for estimated future redemption costs of outstanding loyalty points.

The Company estimates the value of the deferred revenues and related liability (collectively referred to as the "liability") related to the loyalty program based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis, and includes an estimate of the points that will expire or will never be redeemed. Changes in the estimated cost per point and/or the estimated redemption rate used in the determination of the liability could result in a material change to the amount of liability reported.

We identified the estimated cost per point and the estimated redemption rate used in the determination of the liability as a critical audit matter because of the significant judgments made by management to estimate the cost per point and the redemption rate. This required a high degree of auditor judgment and an increased extent of effort, including the involvement of our actuarial specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the estimated cost per point and the estimated redemption rate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the estimated cost per point and estimated redemption rate used in the determination of the liability included the following, among others:

- We tested the effectiveness of the controls related to the liability, including those over the estimate of the cost per point and the estimate of the redemption rate.

- We evaluated the assumptions used by management to estimate the cost per point by:
  - Testing the underlying data that served as the inputs for the historical cost per point, including historical redemptions.
  - Discussing with management the assumptions used in the Company's estimated future cost per point and evaluating the reasonableness by comparing the projections to (1) forecasted information included in industry reports of the Company and its peer group, and (2) trends in Wyndham Rewards member behavior.
  - Comparing management's prior-year estimated cost per point to actual redemptions during the current year to identify potential bias in the determination of the liability.
  - Evaluating whether the assumptions used by management to estimate the cost per point were consistent with evidence obtained in other areas of the audit.

- We evaluated the assumptions used by management to estimate the redemption rate by:
  - Testing the underlying data that served as the inputs for the actuarial analysis of the estimated redemption rate, including earnings and redemptions.
  - Evaluating whether any approved changes to the Wyndham Rewards loyalty program have been appropriately incorporated in the actuarial analysis of the estimated redemption rate.
  - Comparing management's prior-year estimated redemption rate to actual redemptions during the current year to identify potential bias in the determination of the liability.

- With the assistance of our actuarial specialists, we developed a range of independent estimates of the liability, utilizing the same underlying data tested above, and compared our estimates to management's estimates.

/s/ Deloitte & Touche LLP
New York, New York
February 16, 2022

We have served as the Company's auditor since 2017.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF INCOME/(LOSS)
(In millions, except per share amounts)

	Year Ended December 31,		
	2021	**2020**	**2019**
Net revenues			
Royalties and franchise fees	$ 461	$ 328	$ 480
Marketing, reservation and loyalty	468	370	562
Management and other fees	117	64	125
License and other fees	79	84	131
Other	120	104	132
Fee-related and other revenues	1,245	950	1,430
Cost reimbursements	320	350	623
Net revenues	1,565	1,300	2,053
Expenses			
Marketing, reservation and loyalty	450	419	563
Operating	132	109	164
General and administrative	113	116	130
Cost reimbursements	320	350	623
Depreciation and amortization	95	98	109
Impairments, net	6	206	45
Separation-related	3	2	22
Restructuring	—	34	8
Transaction-related, net	—	12	40
Contract termination	—	—	42
Total expenses	1,119	1,346	1,746
Operating (loss)/income	446	(46)	307
Interest expense, net	93	112	100
Early extinguishment of debt	18	—	—
Income/(loss) before income taxes	335	(158)	207
Provision for/(benefit from) income taxes	91	(26)	50
Net income/(loss)	$ 244	$ (132)	$ 157
Earnings/(loss) per share			
Basic	$ 2.61	$ (1.42)	$ 1.63
Diluted	2.60	(1.42)	1.62

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)
(In millions)

	Year Ended December 31,		
	2021	**2020**	**2019**
Net income/(loss)	$ 244	$ (132)	$ 157
Other comprehensive income/(loss), net of tax			
Foreign currency translation adjustments	—	3	3
Unrealized gains/(losses) on cash flow hedges	37	(28)	(22)
Other comprehensive income/(loss), net of tax	37	(25)	(19)
Comprehensive income/(loss)	$ 281	$ (157)	$ 138

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	December 31, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	$ 171	$ 493
Trade receivables, net	246	295
Prepaid expenses	51	45
Other current assets	98	67
Assets held for sale	154	—
Total current assets	720	900
Property and equipment, net	106	278
Goodwill	1,525	1,525
Trademarks, net	1,202	1,203
Franchise agreements and other intangibles, net	473	512
Other non-current assets	243	226
Total assets	$ 4,269	$ 4,644
Liabilities and stockholders' equity		
Current liabilities:		
Current portion of long-term debt	$ 21	$ 21
Accounts payable	31	28
Deferred revenues	70	71
Accrued expenses and other current liabilities	258	226
Liabilities held for sale	17	—
Total current liabilities	397	346
Long-term debt	2,063	2,576
Deferred income taxes	366	359
Deferred revenues	165	158
Other non-current liabilities	189	242
Total liabilities	3,180	3,681
Commitments and contingencies (Note 14)		
Stockholders' equity:		
Preferred stock, $0.01 par value, authorized 6.0 shares, none issued and outstanding	—	—
Common stock, $0.01 par value, authorized 600.0 shares, 101.3 and 100.8 issued and outstanding at December 31, 2021 and 2020	1	1
Treasury stock, at cost – 9.0 and 7.7 shares at December 31, 2021 and 2020	(519)	(408)
Additional paid-in capital	1,543	1,504
Retained earnings/(accumulated deficit)	79	(82)
Accumulated other comprehensive loss	(15)	(52)
Total stockholders' equity	1,089	963
Total liabilities and stockholders' equity	$ 4,269	$ 4,644

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2021	**2020**	**2019**
Operating activities			
Net income/(loss)	$ 244	$ (132)	$ 157
Adjustments to reconcile net income/(loss) to net cash provided by/(used in) operating activities:			
Depreciation and amortization	95	98	109
Provision for doubtful accounts	21	37	16
Impairments, net	6	209	45
Deferred income taxes	(1)	(23)	(14)
Stock-based compensation	28	21	20
Loss on early extinguishment of debt	18	—	—
Net change in assets and liabilities:			
Trade receivables	25	(38)	(27)
Prepaid expenses	(9)	3	(8)
Other current assets	(45)	1	7
Accounts payable, accrued expenses and other current liabilities	39	(46)	(28)
Payment of tax liability assumed in La Quinta acquisition	—	—	(195)
Deferred revenues	16	(54)	33
Payments of development advance notes	(32)	(17)	(19)
Proceeds from development advance notes	2	1	2
Other, net	19	7	2
Net cash provided by operating activities	426	67	100
Investing activities			
Property and equipment additions	(37)	(33)	(50)
Loan advances	—	(1)	(2)
Loan repayments	3	3	—
Other, net	—	—	(1)
Net cash used in investing activities	(34)	(31)	(53)
Financing activities			
Proceeds from borrowings	45	1,244	—
Principal payments on long-term debt	(574)	(760)	(16)
Finance lease payments	(5)	(5)	(5)
Debt issuance costs	—	(10)	—
Capital contribution from former Parent	—	—	68
Dividends to stockholders	(82)	(53)	(112)
Repurchases of common stock	(107)	(50)	(242)
Exercise of stock options	17	—	—
Net share settlement of incentive equity awards	(7)	(4)	(5)
Other, net	—	1	(8)
Net cash (used in)/provided by financing activities	(713)	363	(320)
Effect of changes in exchange rates on cash, cash equivalents and restricted cash	(1)	—	1
Net (decrease)/increase in cash, cash equivalents and restricted cash	(322)	399	(272)
Cash, cash equivalents and restricted cash, beginning of period	493	94	366
Cash, cash equivalents and restricted cash, end of period	$ 171	$ 493	$ 94

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
(In millions)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings/(Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total Equity
Balance as of December 31, 2018	98	$ 1	$ (119)	$ 1,475	$ 69	$ (8)	$ 1,418
Net income	—	—	—	—	157	—	157
Other comprehensive loss	—	—	—	—	—	(19)	(19)
Dividends	—	—	—	—	(113)	—	(113)
Repurchase of common stock	(4)	—	(244)	—	—	—	(244)
Net share settlement of incentive equity awards	—	—	—	(5)	—	—	(5)
Change in deferred compensation	—	—	—	20	—	—	20
Other	—	—	—	(2)	—	—	(2)
Balance as of December 31, 2019	94	1	(363)	1,488	113	(27)	1,212
Net loss	—	—	—	—	(132)	—	(132)
Other comprehensive loss	—	—	—	—	—	(25)	(25)
Dividends	—	—	—	—	(53)	—	(53)
Repurchase of common stock	(1)	—	(45)	—	—	—	(45)
Net share settlement of incentive equity awards	—	—	—	(4)	—	—	(4)
Change in deferred compensation	—	—	—	21	—	—	21
Cumulative effect of change in accounting standard	—	—	—	—	(10)	—	(10)
Other	—	—	—	(1)	—	—	(1)
Balance as of December 31, 2020	93	1	(408)	1,504	(82)	(52)	963
Net income	—	—	—	—	244	—	244
Other comprehensive income	—	—	—	—	—	37	37
Dividends	—	—	—	—	(83)	—	(83)
Repurchase of common stock	(2)	—	(110)	—	—	—	(110)
Net share settlement of incentive equity awards	—	—	—	(7)	—	—	(7)
Change in deferred compensation	—	—	—	28	—	—	28
Exercise of stock options	—	—	—	17	—	—	17
Issuance of shares for restricted stock units vesting	1	—	—	—	—	—	—
Other	—	—	(1)	1	—	—	—
Balance as of December 31, 2021	92	$ 1	$ (519)	$ 1,543	$ 79	$ (15)	$ 1,089

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unless otherwise noted, all amounts are in millions, except share and per share amounts)

1. BASIS OF PRESENTATION

Wyndham Hotels & Resorts, Inc. (collectively with its consolidated subsidiaries, "Wyndham Hotels" or the "Company") is a leading global hotel franchisor, licensing its renowned hotel brands to hotel owners in approximately 95 countries around the world.

The Consolidated Financial Statements have been prepared on a stand-alone basis. The Consolidated Financial Statements include the Company's assets, liabilities, revenues, expenses and cash flows and all entities in which it has a controlling financial interest. The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany balances and transactions have been eliminated in the Consolidated Financial Statements.

In presenting the Consolidated Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates. In management's opinion, the Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of annual results reported.

Business Description

The Company operates in the following segments:

- **Hotel Franchising —** licenses the Company's lodging brands and provides related services to third-party hotel owners and others.
- **Hotel Management —** provides hotel management services for full-service and limited-service hotels as well as two hotels that are owned by the Company.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

When evaluating an entity for consolidation, the Company first determines whether an entity is within the scope of the guidance for consolidation of variable interest entities ("VIEs") and if it is deemed to be a VIE. If the entity is considered to be a VIE, the Company determines whether it would be considered the entity's primary beneficiary. The Company consolidates those VIEs for which it has determined that it is the primary beneficiary. The Company will consolidate an entity not deemed a VIE upon a determination that it has a controlling financial interest. For entities where the Company does not have a controlling financial interest, the investments in such entities are classified as available-for-sale securities or accounted for using the equity or cost method, as appropriate.

Use of Estimates and Assumptions

The preparation of the Consolidated Financial Statements requires the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in the Consolidated Financial Statements and accompanying notes. Although these estimates and assumptions are based on Company's knowledge of current events and actions it may undertake in the future, actual results may ultimately differ from estimates and assumptions.

Revenue Recognition

The principal source of revenues from franchising hotels is ongoing royalty fees, which are typically a percentage of gross room revenues of each franchised hotel. For a more detailed description of revenue recognition see Note 3 - Revenue Recognition.

Loyalty Program

The Company operates the Wyndham Rewards loyalty program. Loyalty members primarily accumulate points by staying in hotels operated under one of the Company's brands. Wyndham Rewards members may also accumulate points by purchasing everyday services and products with their Wyndham Rewards co-branded credit card.

The Company earns revenue from these programs (i) when a member stays at a participating hotel or club resort or vacation rental from a fee charged by the Company to the property owner or manager, which is based upon a percentage of room revenues generated from such stay which the Company recognizes, net of redemptions, over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed, and (ii) based upon a percentage of the member's spending on the Wyndham Rewards co-branded credit cards for which revenues are paid to the Company by a third-party issuing bank which the Company primarily recognizes over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

As members earn points through the loyalty program, the Company records a liability for the estimated future redemption costs, which is calculated based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis. The Company estimates the value of the future redemption obligations by projecting the timing of future point redemptions based on historical levels, including an estimate of the points that will expire or never be redeemed, and an estimate of the points members will eventually redeem. The recorded liability related to the program totals $109 million and $81 million as of December 31, 2021 and 2020, respectively, of which $67 million and $43 million, respectively, are included in accrued expenses and other current liabilities, and $42 million and $38 million, respectively, are included in other non-current liabilities on the Company's Consolidated Balance Sheets.

As a result of the negative impact that the coronavirus pandemic ("COVID-19") had on travel demand during 2020, the Company's assumptions related to redemptions, including estimated member redemption rate, member redemption pattern, and the estimated cost to satisfy such redemptions, changed. Accordingly, the Company recognized a $16 million cumulative adjustment, which resulted in an increase to loyalty revenues during the second quarter of 2020. Such increase was included within marketing, reservation and loyalty and other revenues on the Consolidated Statement of Income/(Loss) for the year ended December 31, 2020.

Cash and Cash Equivalents

The Company considers highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Valuation of Accounts Receivable

The Company measures the expected credit losses of its receivables on a collective (pool) basis which aggregates receivables with similar risk characteristics and uses historical collection attrition rates for periods ranging from seven to ten years to estimate its expected credit losses. For a more detailed description of the valuation of accounts receivable see Note 5 - Accounts Receivable.

Advertising Expense

Advertising costs are expensed in the period incurred. Advertising expenses, which are primarily recorded within marketing and reservation expenses on the Consolidated Statements of Income/(Loss), were $85 million, $57 million and $115 million in 2021, 2020 and 2019, respectively.

Property and Equipment

Property and equipment (including leasehold improvements) are recorded at cost, and presented net of accumulated depreciation and amortization. Depreciation, recorded as a component of depreciation and amortization on the Consolidated Statements of Income/(Loss), is calculated utilizing the straight-line method over the lesser of the lease terms or estimated useful lives of the related assets. Amortization of leasehold improvements, also recorded as a component of depreciation and amortization, is calculated utilizing the straight-line method over the lesser of the estimated benefit period of the related assets or the lease terms. Useful lives are generally 30 years for buildings, up to 20 years for building and leasehold improvements and from three to seven years for furniture, fixtures and equipment.

The Company capitalizes the costs of software developed for internal use in accordance with the guidance for accounting for costs of computer software developed or obtained for internal use. Capitalization of software developed for internal use commences during the development phase of the project. The Company amortizes software developed or obtained for internal use on a straight-line basis over its estimated useful life, which is generally three to five years. Such amortization commences when the software is substantially ready for its intended use.

The net carrying value of software developed or obtained for internal use was $52 million and $68 million as of December 31, 2021 and 2020, respectively.

Impairment of Long-Lived Assets

Goodwill is reviewed annually (during the fourth quarter of each year subsequent to completing the Company's annual forecasting process), or more frequently if circumstances indicate that the value of goodwill may be impaired, to the reporting units' carrying values as required by the guidance. This is done either by performing a qualitative assessment or utilizing the one-step impairment test, with an impairment being recognized only where the fair value is less than carrying value. In any given year, the Company can elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is in excess of its carrying value. If it is not more likely than not that the fair value is in excess of the carrying value, or the Company elects to bypass the qualitative assessment, the Company would use the one-step impairment test. The qualitative factors evaluated include macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, its historical share price as well as other industry-specific considerations.

The Company also determines whether the carrying values of other indefinite-lived intangible assets are impaired on an annual basis or more frequently if indicators of potential impairment exist. Application of the other indefinite-lived intangible assets impairment test requires judgment in the assumptions underlying the approach used to determine fair value. The fair value of each other indefinite-lived intangible asset is estimated using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which are dependent on internal forecasts, discount rates and to a lesser extent, estimation of long-term rates of growth. The estimates used to calculate the fair value of other indefinite-lived intangible assets change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and the other indefinite-lived intangible assets' impairment.

The Company also evaluates the recoverability of each of its definite-lived intangible assets by performing a qualitative assessment to determine if circumstances indicate that impairment may have occurred. If such circumstances exist, the Company performs a quantitative assessment by comparing the respective carrying value of the assets to the expected future cash flows, on an undiscounted basis, to be generated from such assets.

The Company also evaluates the recoverability of its other long-lived assets, including property and equipment, if circumstances indicate impairment may have occurred, pursuant to guidance for impairment or disposal of long-lived assets. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. Property and equipment are evaluated separately within each segment. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

For more information on the impairment analyses performed on the Company's goodwill, other indefinite-lived intangible assets, definite-lived intangible assets and other long-lived assets, see Note 7 - Property and Equipment, Net and Note 8 - Intangible Assets.

Business Combinations

The Company accounts for business combinations in accordance with the guidance for business combinations and related literature. Accordingly, the Company allocates the purchase price of acquired companies to the tangible and intangible assets acquired and liabilities assumed based upon their estimated fair values at the date of purchase. The difference between the purchase price and the fair value of the net assets acquired is recorded as goodwill.

In determining the fair values of assets acquired and liabilities assumed in a business combination, the Company uses various recognized valuation methods including present value modeling and referenced market values, where available. Further, the Company makes assumptions within certain valuation techniques including discount rates and timing of future cash flows. Valuations are performed by management or external valuation specialists under management's supervision, where appropriate. The Company believes that the estimated fair values assigned to the assets acquired and liabilities assumed are based on reasonable assumptions that marketplace participants would use. However, such assumptions are inherently uncertain and actual results could differ from those estimates.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities using currently enacted tax rates. The Company regularly reviews

its deferred tax assets to assess their potential realization and establishes a valuation allowance for portions of such assets that the Company believes will not be ultimately realized. In performing this review, the Company makes estimates and assumptions regarding projected future taxable income, the expected timing of the reversals of existing temporary differences and the implementation of tax planning strategies. A change in these assumptions may increase or decrease the Company's valuation allowance resulting in an increase or decrease in its effective tax rate, which could materially impact the Company's results of operations.

For tax positions the Company has taken or expects to take in a tax return, it applies a more likely than not threshold, under which the Company must conclude a tax position is more likely than not to be sustained, assuming that the position will be examined by the appropriate taxing authority that has full knowledge of all relevant information, in order to recognize or continue to recognize the benefit. In determining the Company's provision for income taxes, the Company uses judgment, reflecting its estimates and assumptions, in applying the more likely than not threshold.

In January 2018, the Financial Accounting Standards Board ("FASB") issued guidance on the accounting for tax on the global intangible low-taxed income provisions of the recently enacted tax law. These provisions impose a tax on foreign income in excess of a deemed return on tangible assets of foreign corporations. The guidance indicates that the Company is allowed to make an accounting policy choice of either: (1) treating taxes due on future inclusions in taxable income as a current-period expense when incurred or (2) factoring such amounts into the Company's measurement of its deferred taxes. The Company has elected to account for any inclusions under the period cost method.

Stock-Based Compensation

In accordance with the guidance for stock-based compensation, the Company measures all employee stock-based compensation awards using a fair value method and records the related expense in its Consolidated Statements of Income/(Loss).

The Company recognizes the cost of stock-based compensation awards to employees as they provide services and the expense is recognized ratably over the requisite service period. The requisite service period is the period during which an employee is required to provide services in exchange for an award. Forfeitures are recorded upon the actual employee termination for each outstanding grant.

Derivative Instruments

The Company uses derivative instruments as part of its overall strategy to manage its exposure to market risks primarily associated with fluctuations in interest rates and currency exchange rates. As a matter of policy, the Company does not use derivatives for trading or speculative purposes. All derivatives are recorded at fair value as either assets or liabilities. Changes in fair value of derivatives not designated as hedging instruments and of derivatives designated as fair value hedging instruments are recognized currently in operating income/(loss) and interest expense, net in the Consolidated Statements of Income/(Loss), based upon the nature of the hedged item. The effective portion of changes in fair value of derivatives designated as cash flow hedging instruments is recorded as a component of other comprehensive income/(loss). The ineffective portion is reported immediately in earnings as a component of operating or interest expense, based upon the nature of the hedged item. Amounts included in other comprehensive income/(loss) are reclassified into earnings in the same period during which the hedged item affects earnings.

Accumulated Other Comprehensive Income/(Loss)

Accumulated other comprehensive income ("AOCI") (loss) consists of accumulated foreign currency translation adjustments and unrealized gains or losses on the Company's cash flow hedges. Foreign currency translation adjustments exclude income taxes related to indefinite investments in foreign subsidiaries. Assets and liabilities of foreign subsidiaries having non-U.S.-dollar functional currencies are translated at exchange rates at the balance sheet dates. Revenues and expenses are translated at average exchange rates during the periods presented. The gains or losses resulting from translating foreign currency financial statements into U.S. dollars, net of hedging gains or losses and taxes, are included in AOCI on the Consolidated Balance Sheets.

Recently Adopted Accounting Pronouncements

Simplifying the Accounting for Income Taxes. On December 18, 2019, the FASB issued guidance which simplifies the accounting standards for income taxes. The amendment clarifies and simplifies aspects of the accounting for income taxes to help promote consistent application of GAAP by eliminating certain exceptions to the general principles of ASC 740, *Income Taxes*. This guidance is effective for fiscal years beginning after December 15, 2020 and interim periods within those fiscal years, with early adoption permitted. The Company adopted the guidance on January 1, 2021, as required. There was no material impact on the Company's Consolidated Financial Statements and related disclosures as a result of adopting this new standard.

Reference Rate Reform: Facilitation of the Effects of Reference Rate Reform on Financial Reporting. In March 2020, the FASB issued optional guidance for a limited time to ease the potential burden in accounting for reference rate reform. The new guidance provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. The amendments apply only to contracts and hedging relationships that reference LIBOR or another reference rate expected to be discontinued due to reference rate reform. These amendments are effective immediately and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2022. The Company adopted the guidance upon issuance, as required and there was no material impact on its Consolidated Financial Statements and related disclosures.

Measurement of Credit Losses on Financial Instruments. In June 2016, the FASB issued guidance to replace the existing methodology for estimating credit losses with a methodology that reflects lifetime expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years. The Company adopted the guidance on January 1, 2020, as required using the modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date to align the Company's current processes for establishing an allowance for credit losses with the new guidance. See Note 5 - Accounts Receivable for the impact of adoption.

Simplifying the Test for Goodwill Impairment. In January 2017, the FASB issued guidance which simplifies the current two-step goodwill impairment test by eliminating Step 2 of the test. The guidance requires a one-step impairment test in which an entity compares the fair value of a reporting unit with its carrying amount and recognizes an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, if any. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years, and should be applied on a prospective basis. The Company adopted the guidance on January 1, 2020, as required and there was no material impact on its Consolidated Financial Statements and related disclosures.

Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. In August 2018, the FASB issued guidance to address a customer's accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The guidance aligns the requirements for capitalizing implementation costs incurred in such arrangements with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This guidance is effective for fiscal years beginning after December 15, 2019 and for interim periods within those fiscal years. This guidance should be applied on either a retrospective or prospective basis. The Company adopted the guidance on January 1, 2020, as required on a prospective basis and there was no material impact on its Consolidated Financial Statements and related disclosures.

Leases. In February 2016, the FASB issued guidance which requires companies generally to recognize on the balance sheet operating and financing lease liabilities and corresponding right-of-use assets. This guidance is effective for fiscal years beginning after December 15, 2018 and for interim periods within those fiscal years, with early adoption permitted. The Company adopted the guidance using the modified retrospective approach as of January 1, 2019. See Note 19 - Leases for further details.

3. REVENUE RECOGNITION

The principal source of revenues from franchising hotels is ongoing royalty fees, which are typically a percentage of gross room revenues of each franchised hotel. The Company recognizes royalty fee revenues as and when the underlying sales occur. The Company also receives non-refundable initial franchise fees, which are recognized as revenues over the initial non-cancellable period of the franchise agreement, commencing when all material services or conditions have been substantially performed. This occurs when a hotel opens for business in the Company's system or when a franchise agreement is terminated after it has been determined that the hotel will not open.

The Company's franchise agreements also require the payment of marketing and reservation fees, which are intended to reimburse the Company for expenses associated with operating an international, centralized reservation system, e-commerce channels such as the Company's brand.com websites, as well as access to third-party distribution channels, such as online travel agents, advertising and marketing programs, global sales efforts, operations support, training and other related services. Marketing and reservation fees are recognized as revenue when the underlying sales occur. Although the Company is generally contractually obligated to spend the marketing and reservation fees it collects from franchisees, in accordance with the franchise agreements, marketing and reservations costs are expensed as incurred.

The Company earns revenues from its Wyndham Rewards loyalty program when a member stays at a participating hotel, club resort or vacation rental. These revenues are derived from a fee the Company charges a franchised or managed hotel based upon a percentage of room revenues generated from a Wyndham Rewards member's stay. These fees are to reimburse the Company for expenses associated with member redemptions and activities that are related to the administering and marketing of the program. Revenues related to the loyalty program represent variable consideration and are recognized net of redemptions over time based upon loyalty point redemption patterns, which include an estimate of loyalty points that will expire or will never be redeemed.

As a result of the negative impact that COVID-19 had on travel demand in 2020, the Company's assumptions related to redemptions, including estimated member redemption rate, member redemption pattern, and the estimated cost to satisfy such redemptions, changed. Accordingly, the Company recognized a $16 million cumulative adjustment, which resulted in an increase to loyalty revenues during the second quarter of 2020. Such increase was included within marketing, reservation and loyalty and other revenues on the Consolidated Statement of Income/(Loss) for the year ended December 31, 2020.

The Company earns revenue from its Wyndham Rewards co-branded credit card program, which is primarily generated by cardholder spending and the enrollment of new cardholders. The advance payments received under the program are recognized as a contract liability. The program primarily contains two performance obligations: (i) brand performance services, for which revenue is recognized over the contract term on a straight-line basis, and (ii) issuance and redemption of loyalty points, for which revenue is recognized over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

The Company provides management services for hotels under management contracts, which offer hotel owners all the benefits of a global brand and a full range of management, marketing and reservation services. In addition to the standard franchise services described above, the Company's hotel management business provides hotel owners with professional oversight and comprehensive operations support services. The Company's standard management agreement typically has a term of 10 to 20 years. The Company's management fees are comprised of base fees, which are typically a specified percentage of gross revenues from hotel operations, and, in some cases, incentive fees, which are typically a specified percentage of a hotel's gross operating profit. The base fees are recognized when the underlying sales occur and the management services are performed. Incentive fees are recognized when determinable, which is when the Company has met hotel operating performance metrics and the Company has determined that a significant reversal of revenues recognized will not occur.

The Company also recognizes reimbursable payroll costs for operational employees and other reimbursable costs at certain of the Company's managed hotels as revenue. Although these costs are funded by hotel owners, accounting guidance requires the Company to report these fees on a gross basis as both revenues and expenses. Additionally, the Company recognizes occupancy taxes on a net basis.

The Company recognizes license and other revenues from Wyndham Worldwide ("former Parent"), now known as Travel + Leisure Co., for use of the "Wyndham" trademark and certain other trademarks.

In addition, the Company earns revenues from its two owned hotels, which consist primarily of (i) gross room rentals, (ii) food and beverage services and (iii) on-site spa, casino, golf and shop revenues. These revenues are recognized upon the completion of services.

Deferred Revenues

Deferred revenues, or contract liabilities, generally represent payments or consideration received in advance for goods or services that the Company has not yet provided to the customer. Deferred revenues as of December 31, 2021 and December 31, 2020 are as follows:

	December 31, 2021	December 31, 2020
Deferred initial franchise fee revenues	$ 145	$ 136
Deferred loyalty program revenues	76	75
Deferred other revenues	14	18
Total	$ 235	$ 229

Deferred initial franchise fees represent payments received in advance from prospective franchisees upon the signing of a franchise agreement and are generally recognized to revenue within 13 years. Deferred loyalty revenues represent the portion of loyalty program fees charged to franchisees, net of redemption costs, that have been deferred and will be recognized over time based upon loyalty point redemption patterns.

Practical Expedients

The Company has not adjusted the consideration for the effects of a significant financing component if it expects, at contract inception, that the period between when the Company satisfied the performance obligation and when the customer paid for that good or service was one year or less.

For contracts with customers that were modified before the beginning of the earliest reporting period presented, the Company did not retrospectively restate the revenue associated with the contract for those modifications. Instead, it reflected the aggregate effect of all prior modifications in determining (i) the performance obligations and transaction prices and (ii) the allocation of such transaction prices to the performance obligations.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. The consideration received from a customer is allocated to each distinct performance obligation and recognized as revenue when, or as, each performance obligation is satisfied. The following table summarizes the Company's remaining performance obligations for the years set forth below:

	2022	2023	2024	Thereafter	Total
Initial franchise fee revenues	$ 16	$ 8	$ 7	$ 114	$ 145
Loyalty program revenues	47	20	7	2	76
Other revenues	7	1	1	5	14
Total	$ 70	$ 29	$ 15	$ 121	$ 235

Disaggregation of Net Revenues

The table below presents a disaggregation of the Company's net revenues from contracts with customers by major services and products for each of the Company's segments:

	Year Ended December 31,		
	2021	2020	2019
Hotel Franchising			
Royalties and franchise fees	$ 436	$ 309	$ 465
Marketing, reservation and loyalty	467	369	559
License and other fees	79	84	131
Other	117	101	124
Total Hotel Franchising	1,099	863	1,279
Hotel Management			
Royalties and franchise fees	25	19	15
Marketing, reservation and loyalty	1	1	3
Owned hotel revenues	82	37	89
Management fees [(a)]	35	27	36
Cost reimbursements	320	350	623
Other	3	3	2
Total Hotel Management	466	437	768
Corporate and Other	—	—	6
Net revenues	$ 1,565	$ 1,300	$ 2,053

(a) 2019 includes a $20 million fee credit for past services with a customer. See Note 17 - Other Expenses and Charges for more information.

Capitalized Contract Costs

The Company incurs certain direct and incremental sales commissions costs in order to obtain hotel franchise and management contracts. Such costs are capitalized and subsequently amortized beginning upon hotel opening over the first non-cancellable period of the agreement. In the event an agreement is terminated prior to the end of the first non-cancellable period, any unamortized cost is immediately expensed. In addition, the Company also capitalizes costs associated with the sale and installation of property management systems to its franchisees, which are amortized over the remaining non-cancellable period of the franchise agreement. As of both December 31, 2021 and December 31, 2020, capitalized contract costs were $33 million, of which $5 million and $7 million, respectively, were included in other current assets, and $28 million and $26 million, respectively, were included in other non-current assets on the Company's Consolidated Balance Sheets.

4. EARNINGS PER SHARE

The computation of basic and diluted earnings/(loss) per share ("EPS") is based on net income/(loss) divided by the basic weighted average number of common shares and diluted weighted average number of common shares, respectively.

The following table sets forth the computation of basic and diluted EPS (in millions, except per-share data) for the years ended December 31:

	2021	2020	2019
Net income/(loss)	$ 244	$ (132)	$ 157
Basic weighted average shares outstanding	93.4	93.4	96.5
Stock options and restricted stock units ("RSUs") [(a)]	0.5	—	0.1
Diluted weighted average shares outstanding	93.9	93.4	96.6
Earnings/(loss) per share:			
Basic	$ 2.61	$ (1.42)	$ 1.63
Diluted	2.60	(1.42)	1.62
Dividends:			
Cash dividends declared per share	$ 0.88	$ 0.56	$ 1.16
Aggregate dividends paid to stockholders	$ 82	$ 53	$ 112

(a) Due to the anti-dilutive effect resulting from the reported net loss for the year ended December 31, 2020, 0.1 million of anti-dilutive shares were omitted from the calculation of weighted average shares outstanding for the period.

Stock Repurchase Program

The following table summarizes stock repurchase activity under the current stock repurchase program (in millions, except per share data):

	Shares	Cost	Average Price Per Share
As of January 1, 2020	7.7	$ 408	$ 53.43
For the twelve months ended December 31, 2021	1.4	110	80.60
As of December 31, 2021	9.0	$ 519	$ 57.55

Note: Amounts may not add due to rounding.

The Company had $81 million of remaining availability under its program as of December 31, 2021.

5. ACCOUNTS RECEIVABLE

Allowance for Doubtful Accounts

The Company generates trade receivables in the ordinary course of its business and provides for estimated bad debts on such receivables. The Company adopted the new accounting guidance, *ASU 2016-13, Measurement of Credit Losses on Financial Instruments* on January 1, 2020. As a result of adopting the new guidance, the Company recorded a $10 million (net of a $2 million income tax benefit) cumulative effect adjustment to retained earnings at January 1, 2020. Since adoption, the Company measures the expected credit losses of its receivables on a collective (pool) basis which aggregates receivables with similar risk characteristics and uses historical collection attrition rates for periods ranging from seven to ten years to estimate its expected credit losses. As such, the Company measures the expected credit losses of its receivables by segment and geographical area. Beginning January 1, 2020, the Company provides an estimate of expected credit losses for its receivables immediately upon origination or acquisition and may adjust this estimate in subsequent reporting periods as required. When the Company determines that an account is not collectible, the account is written-off to the allowance for doubtful accounts. The Company also considers whether the historical economic conditions are comparable to current economic conditions. If current or expected future conditions differ from the conditions in effect when the historical experience was generated, the Company would adjust the allowance for doubtful accounts to reflect the expected effects of the current environment on the collectability of the Company's trade receivables which may be material.

The following table sets forth the activity in the Company's allowance for doubtful accounts on trade accounts receivables for the years ended:

	December 31, 2021	December 31, 2020	December 31, 2019
Beginning balance	$ 72	$ 47	$ 52
Cumulative effect of change in accounting standard	—	12	—
Provision for doubtful accounts	21	37	16
Bad debt write-offs	(12)	(24)	(21)
Ending balance	$ 81	$ 72	$ 47

The Consolidated Statements of Cash Flows have been revised to separately disclose the provision for doubtful accounts of $16 million for the year ended December 31, 2019. This revision had no effect on the Company's net cash provided by operating activities, as previously reported for the year ended December 31, 2019.

Notes Receivable

As of December 31, 2021 and 2020, the Company had notes receivable of $4 million and $9 million, respectively, net of a $3 million and $4 million allowance, respectively. For a significant portion of such notes receivable, the Company has received personal guarantees from the owners of these hotels. In addition, the Company had $20 million and $18 million of notes receivable as of December 31, 2021 and 2020, respectively, which are fully offset by a corresponding amount in deferred revenues.

6. ASSETS AND LIABILITIES HELD FOR SALE

During the fourth quarter of 2021, the Company's Board approved a plan to sell its two owned hotels. As of December 31, 2021, the assets and liabilities of these owned hotels were reported in assets held for sale and liabilities held for sale on the Consolidated Balance Sheet. As a result of the Board approval, the Company evaluated the recoverability of its owned hotels' long-lived assets by comparing their carrying values to the fair value determined using market data. As a result of this analysis, in the fourth quarter of 2021, the Company recorded a $6 million impairment charge within its hotel management segment which was reported within impairments, net on the Consolidated Statement of Income/(Loss).

The Company's Consolidated Balance Sheet includes the following with respect to assets and liabilities held for sale as of December 31, 2021:

Assets:	
Trade receivables, net	$ 4
Other current assets	4
Property and equipment, net	146
Total assets held for sale	$ 154
Liabilities:	
Accrued expenses and other current liabilities	$ 8
Deferred revenues	6
Other liabilities	3
Total liabilities held for sale	$ 17

7. PROPERTY AND EQUIPMENT, NET

During the fourth quarter of 2021, the Company's Board approved a plan to sell its two owned hotels. As a result of the Board approval, the Company evaluated the recoverability of its owned hotels' long-lived assets and in the fourth quarter of 2021, the Company recorded a $6 million impairment charge which was reported within impairments, net on the Consolidated Statement of Income/(Loss). Due to the ongoing recovery of travel demand in 2021 and the favorable impact it had on the Company's operations, the Company believes there were no other events that would indicate that an impairment to such property and equipment may have occurred in 2021. As a result of the impact COVID-19 had on the Company's results during 2020, the Company evaluated the recoverability of its net property and equipment associated with its two owned hotels for impairment in 2020 and believed that it was more likely than not that the carrying value of those assets were recoverable from future expected cash flows, on an undiscounted basis, from such assets.

Property and equipment, net consisted of:

	As of December 31,	
	2021	2020
Land	$ —	$ 19
Buildings and leasehold improvements	30	215
Capitalized software	326	353
Furniture, fixtures and equipment	32	85
Finance leases	64	65
Construction in progress	12	3
	464	740
Less: Accumulated depreciation	358	462
	$ 106	$ 278

As of December 31, 2021 the Company reported $146 million of net property and equipment in assets held for sale on the Consolidated Balance Sheets.

The Company recorded depreciation expense of $57 million, $61 million, and $71 million during 2021, 2020 and 2019, respectively, related to property and equipment.

8. INTANGIBLE ASSETS

Goodwill

The Company evaluates the carrying value of its goodwill in each of its reporting units (i) hotel franchising, (ii) hotel management and (iii) owned hotels, compared to their respective estimated fair values on an annual basis during the fourth quarter of every year, or more frequently if circumstances indicate that the fair value of goodwill may be impaired, to the reporting units' carrying values as required by guidance. As a result of the impact COVID-19 had on the Company's results during 2020, the Company performed multiple qualitative assessments on its goodwill throughout 2020, a quantitative assessment in the second quarter of 2020 and its annual quantitative assessment as of October 1, 2020. With the exception of the assessment performed in the second quarter of 2020, the Company determined that it was more likely than not that the fair value of its reporting units continued to substantially exceed their carrying values. In connection with the Company's assessment in the second quarter of 2020, the Company incurred a $14 million charge in the second quarter of 2020 to fully write-down the goodwill balance for its owned hotel reporting unit. Such charge was reported within impairments, net on the Consolidated Statement of Income/(Loss) and was charged to the hotel management segment.

The Company believes there were no events that would indicate that an impairment may have occurred to its goodwill for its hotel franchising or hotel management reporting units during 2021. In addition the Company performed its annual quantitative assessment for impairment on each reporting unit's remaining goodwill as of October 1, 2021 and determined that no impairments existed and that it was more likely than not that the fair value of its reporting units continued to substantially exceed their carrying values.

Other Intangibles

As a result of the impact COVID-19 had on the Company's results, during 2020 the Company performed multiple assessments on the carrying value of each of its other indefinite-lived intangible assets compared to their respective estimated

fair values in addition to its annual assessment as of October 1, 2020. With the exception of the assessment performed in the second quarter of 2020, the Company determined that it was more likely than not that the fair value of its other indefinite-lived intangible assets continued to substantially exceed their carrying values. During the second quarter of 2020, the Company determined through such assessment that certain of its trademarks were impaired. Accordingly, the Company recorded impairment charges of $191 million to reduce the carrying value of those trademarks to their estimated fair values. Such charges were reported within impairments, net on the Consolidated Statement of Income/(Loss) and were charged to the hotel franchising segment. The Company performed its annual impairment assessment of its other indefinite-lived intangible assets as of October 1, 2021 and determined that no impairments exist. In addition, the Company believes there were no events that would indicate an impairment may have occurred to its indefinite-lived intangible assets during 2021.

The Company also evaluates the recoverability of each of its definite-lived intangible assets by performing a qualitative assessment to determine if circumstances indicate that impairment may have occurred. If such circumstances exist, the Company performs a quantitative assessment by comparing the respective carrying value of the assets to the expected future cash flows, on an undiscounted basis, to be generated from such assets. During 2020, the Company performed multiple assessments on the recoverability of each of its definite-lived intangible assets to determine if circumstances indicated that impairment may have occurred and determined through such assessments, that it was more likely than not that the future expected cash flows on an undiscounted basis were in excess of the carrying value of such assets. In addition, the Company performed a quantitative impairment assessment for a management contract and certain franchise agreements during the fourth quarter of 2021 and 2020. As a result of these assessments, the Company determined these assets were not impaired. The Company believes there were no other events that would indicate that an impairment may have occurred to its definite-lived intangible assets during 2021.

The Company does not anticipate the pandemic to further materially impact the results from operations, however should there be a resurgence of the virus which results in new government restrictions and slows the ongoing recovery from the effects of the pandemic, the Company's results of operations may be negatively impacted and its intangible assets within its hotel franchising and hotel management reporting units may be exposed to future impairments. To the extent estimated market-based valuation multiples and/or discounted cash flows are revised downward, the Company may be required to write-down all or a portion of its remaining goodwill, trademarks, franchise agreements and management contracts, which would adversely impact earnings.

The following is the breakout of the intangible impairment charges recorded in the second quarter of 2020:

Intangible Asset	Book Value	Impairment Charges	Adjusted Fair Value
Owned hotel reporting unit goodwill	$ 14	$ (14)	$ —
La Quinta trademark	710	(155)	555
Other trademarks [(a)]	103	(36)	67
Total	$ 827	$ (205)	$ 622

(a) Represents the impairments of three of the Company's trademarks.

Intangible assets as of December 31, 2021 and December 31, 2020 consisted of the following:

	December 31, 2021			December 31, 2020		
	Gross Carrying Amount	Accumulated Impairment	Net Carrying Amount	Gross Carrying Amount	Accumulated Impairment	Net Carrying Amount
Goodwill	$ 1,539	$ 14	$ 1,525	$ 1,539	$ 14	$ 1,525

	December 31, 2021			December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Unamortized intangible assets:						
Trademarks			$ 1,201			$ 1,202
Amortized intangible assets:						
Franchise agreements	$ 895	$ 513	$ 382	$ 895	$ 487	$ 408
Management agreements	135	44	91	136	33	103
Trademarks	2	1	1	2	1	1
Other	1	1	—	1	—	1
	$ 1,033	$ 559	$ 474	$ 1,034	$ 521	$ 513

The changes in the carrying amount of goodwill are as follows:

	Balance as of January 1, 2020	2020 Adjustments to Goodwill [a]	Balance as of December 31, 2021
Hotel Franchising	$ 1,441	$ —	$ 1,441
Hotel Management	98	(14)	84
Total	$ 1,539	$ (14)	$ 1,525

(a) Includes $14 million related to an impairment charge associated with the Company's owned hotel reporting unit.

Amortization expense relating to amortizable intangible assets was as follows for the years ended December 31:

	2021	2020	2019
Franchise agreements	$ 27	$ 27	$ 27
Management agreements	11	10	10
Other	—	—	1
Total [a]	$ 38	$ 37	$ 38

(a) Included as a component of depreciation and amortization on the Consolidated Statements of Income/(Loss).

Based on the Company's amortizable intangible assets as of December 31, 2021, the Company expects related amortization expense as follows:

	Amount
2022	$ 32
2023	27
2024	26
2025	26
2026	25

9. FRANCHISING, MARKETING AND RESERVATION ACTIVITIES

Royalties and franchise fee revenues on the Consolidated Statements of Income/(Loss) include initial franchise fees of $14 million, $20 million and $18 million in 2021, 2020 and 2019, respectively.

In accordance with its franchise agreements, the Company is generally contractually obligated to expend the marketing and reservation fees it collects from franchisees for the operation of an international, centralized, brand-specific reservation system and for marketing purposes such as advertising, promotional and co-marketing programs, and training for the respective franchisees.

Development Advance Notes

The Company may, at its discretion, provide development advance notes to certain franchisees or hotel owners in order to assist them in converting to one of its' brands, in building a new hotel to be flagged under one of its' brands or in assisting in other franchisee expansion efforts. Provided the franchisee/hotel owner is in compliance with the terms of the franchise/management agreement, all or a portion of the development advance notes may be forgiven by the Company over the period of the franchise/management agreement, which typically ranges from 10 to 20 years. Otherwise, the related principal is due and payable to the Company. In certain instances, the Company may earn interest on unpaid franchisee development advance notes.

As a result of COVID-19 and the significant negative impact it had on travel demand in 2020, the Company performed a quantitative assessment on its development advance notes and determined that it was more likely than not that the carrying value of those assets were recoverable from future expected cash flows as of December 31, 2020. Due to the ongoing recovery of travel demand in 2021 and the favorable impact it had on the Company's operations, the Company believes there were no events that would indicate that an impairment to such development advance notes may have occurred in 2021.

The Company's Consolidated Financial Statements include the following with respect to development advances:

Consolidated Balance Sheets:

	As of December 31,	
	2021	2020
Other non-current assets	$ 108	$ 92

Consolidated Statements of Income/(Loss):

	Year Ended December 31,		
	2021	2020	2019
Forgiveness of notes [(a)]	$ 11	$ 9	$ 8
Bad debt expense related to notes	1	1	2
Interest earned on unpaid notes	—	—	1

(a) Amounts are recorded as a reduction of royalties and franchise fees and marketing, reservation and loyalty revenues.

10. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of:

	As of December 31,	
	2021	2020
Accrued payroll and related expenses	$ 74	$ 53
Accrued loyalty program liabilities (Note 2)	67	43
Accrued taxes payable	33	29
Accrued self-insurance liabilities	25	38
Accrued marketing expenses	11	6
Accrued interest	9	15
Accrued professional expenses	9	7
Accrued legal settlements (Note 14)	6	4
Due to former Parent (Note 18)	5	3
Operating lease liabilities (Note 19)	4	4
Accrued restructuring (Note 17)	—	10
Other	15	14
	$ 258	$ 226

11. INCOME TAXES

The income tax provision/(benefit) consists of the following:

	Year Ended December 31,		
	2021	2020	2019
Current			
Federal	$ 65	$ (5)	$ 40
State	16	(2)	3
Foreign	11	4	21
	92	(3)	64
Deferred			
Federal	(5)	(10)	(3)
State	—	(8)	(10)
Foreign	4	(5)	(1)
	(1)	(23)	(14)
(Benefit from)/provision for income taxes	$ 91	$ (26)	$ 50

Pretax income/(loss) for domestic and foreign operations consisted of the following:

	Year Ended December 31,		
	2021	2020	2019
Domestic	$ 312	$ (113)	$ 175
Foreign	23	(45)	32
Pretax (loss)/income	$ 335	$ (158)	$ 207

Deferred Taxes

Deferred income tax assets and liabilities are comprised of the following:

	As of December 31,	
	2021	2020
Deferred income tax assets:		
Accrued liabilities and deferred revenues	$ 77	$ 74
Tax credits [a]	7	8
Provision for doubtful accounts	10	9
Net operating loss carryforward [b]	21	25
Other comprehensive income and other	14	22
Valuation allowance [c]	(27)	(26)
Deferred income tax assets	102	112
Deferred income tax liabilities:		
Depreciation and amortization	444	446
Other	19	16
Deferred income tax liabilities	463	462
Net deferred income tax liabilities	$ 361	$ 350
Reported in:		
Other non-current assets	$ 5	$ 9
Deferred income taxes	366	359
Net deferred income tax liabilities	$ 361	$ 350

(a) As of December 31, 2021, the Company had $7 million of foreign tax credits. The foreign tax credits expire no later than 2031.
(b) As of December 31, 2021, the Company's net operating loss carryforwards primarily relate to state net operating losses, which are due to expire at various dates, but no later than 2041.
(c) The valuation allowance of $27 million at December 31, 2021 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of $17 million, $6 million and $4 million, respectively. The valuation allowance of $26 million at December 31, 2020 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of $16 million, $3 million and $7 million, respectively. The valuation allowance will be reduced when and if the Company determines it is more likely than not that the related deferred income tax assets will be realized.

Although the one-time mandatory deemed repatriation tax during 2017 and the territorial tax system created as a result of U.S. tax reform generally eliminate U.S. federal income taxes on dividends from foreign subsidiaries, the Company continues to assert that all of the undistributed foreign earnings of $24 million will be reinvested indefinitely as of December 31, 2021. In the event the Company determines not to continue to assert that all or part of its undistributed foreign earnings are permanently reinvested, such a determination in the future could result in the accrual and payment of additional foreign withholding taxes and U.S. taxes on currency transaction gains and losses, the determination of which is not practicable due to the complexities associated with the hypothetical calculation.

The Company's effective income tax rate differs from the U.S. federal statutory rate as follows for the years ended December 31:

	2021	2020	2019
Federal statutory rate	21.0 %	21.0 %	21.0 %
State and local income taxes, net of federal tax benefits	3.1	5.5	(3.8)
Taxes on foreign operations at rates different than U.S. federal statutory rates	2.0	(2.1)	5.0
Taxes on foreign income, net of tax credits	0.3	1.2	(0.5)
Nondeductible executive compensation	0.7	(1.9)	1.1
Nondeductible goodwill impairment	—	(1.8)	—
Valuation allowances	0.5	(5.2)	1.9
Other	(0.4)	(0.2)	(0.5)
	27.2 %	16.5 %	24.2 %

The effective income tax rate for 2021, 2020 and 2019 differs from the U.S. Federal income tax rate of 21% primarily due to state taxes and U.S. and foreign taxes, including withholding taxes on the Company's international operations. During 2020, our effective tax rate was lower primarily related to goodwill impairment charges that are nondeductible for tax purposes and valuation allowances for certain deferred tax attributes. During 2019, the tax effect was partially offset by a one-time state tax benefit resulting from a settlement with state taxing authorities and from a change in the Company's state income tax filing position due to its spin-off from former Parent.

The following table summarizes the activity related to the Company's unrecognized tax benefits as of December 31:

	2021	2020	2019
Beginning balance	$ 9	$ 11	$ 13
Increases related to tax positions taken during a prior period	1	—	2
Increases related to tax positions taken during the current period	—	1	—
Decreases related to settlements with taxing authorities	—	—	(3)
Decreases as a result of a lapse of the applicable statute of limitations	(2)	(3)	(1)
Decreases related to tax positions taken during a prior period	(1)	—	—
Ending balance	$ 7	$ 9	$ 11

The gross amount of the unrecognized tax benefits that, if recognized, would affect the Company's effective tax rate was $7 million, $9 million and $11 million as of December 31, 2021, 2020 and 2019, respectively. The Company recorded both accrued interest and penalties related to unrecognized tax benefits as a component of provision for/(benefit from) income taxes on the Consolidated Statements of Income/(Loss). The amount of potential penalties and interest related to these unrecognized tax benefits recorded in the provision for income taxes was immaterial during 2021 and a benefit of $1 million during both 2020 and 2019. The Company had a liability for potential penalties of $1 million as of December 31, 2021 and 2020, and $2 million as of December 31, 2019 and potential interest of $2 million, as of December 31, 2021, 2020 and 2019. Such liabilities are reported as a component of accrued expenses and other current liabilities and other non-current liabilities on the Consolidated Balance Sheets. The Company does not expect the unrecognized tax benefits to change significantly over the next 12 months.

On May 30, 2018 the Company completed its acquisition of La Quinta Holdings, Inc.'s ("LQ") hotel franchising and hotel management business. LQ, and then affiliated entities in existence prior to their acquisition by the Company, were under audit by the Internal Revenue Service ("IRS") for tax years ended December 31, 2010 to December 31, 2016. As part of the LQ acquisition, CorePoint Lodging, Inc. ("CorePoint") has agreed to indemnify the Company for any obligations and expenses arising from any adjustments made in connection with tax years 2010 to 2013 IRS audits, including any amounts owed by LQ with respect to subsequent taxable years as a result of the disallowance of net operating losses or other tax attributes and any legal defense and accounting expenses that arise. On November 29, 2021, CorePoint and the IRS entered into a settlement agreement for tax years 2010 to 2013 relating to entities that remain with CorePoint. The agreed-upon adjustments to the 2010 to 2013 tax returns filed for these CorePoint entities are therefore not expected to impact the Company. The Company has not recorded a liability for tax, penalty, or interest related to this settlement because such settlement relates to entities that remain with CorePoint and accordingly CorePoint is responsible for payment of these amounts for the audit years being adjusted. Subsequent to December 31, 2021, the Company received a letter from the IRS that states they completed their review of the examination of the Company's tax returns. As a result, there are no changes to the Company's reported tax for tax years up through 2016.

The Company files income tax returns in the U.S. federal and state jurisdictions, as well as in foreign jurisdictions. Prior to its spin-off, the Company was part of a consolidated U.S. federal income tax return and consolidated state returns with its former Parent and other subsidiaries that are not included in its Consolidated Financial Statements. Income taxes as presented in the Company's Consolidated Financial Statements prior to its spin-off presented current and deferred income taxes of the consolidated federal tax filing attributed to the Company using the separate return method. The separate return method applies the accounting guidance for income taxes to the financial statements as if the Company was a separate taxpayer. The 2015 through 2021 tax years generally remain subject to examination by federal tax authorities, the years 2015 through pre-spin off 2018 tax years as part of the Company's former Parent filing. The 2015 through 2021 tax years generally remain subject to examination by many state tax authorities. In significant foreign jurisdictions, the 2014 through the 2021 tax years generally remain subject to examination by their respective tax authorities. The statute of limitations is scheduled to expire within 12 months of the reporting date in certain taxing jurisdictions, and the Company therefore believes that it is reasonably possible that the total amount of its unrecognized tax benefits could decrease by $4 million to $5 million.

The Company made cash income tax payments, net of refunds, of $114 million during 2021. The Company received income tax refunds, net of payments, of $9 million and made cash income tax payments, net of refunds, of $59 million during 2020 and 2019, respectively. The 2019 payments exclude $195 million of tax payments related to assumed liabilities in connection with the La Quinta acquisition. Additionally, the Company had $48 million and $24 million of income tax receivables as of December 31, 2021 and 2020, respectively, which was reported on other current assets on the Consolidated Balance Sheets.

12. LONG-TERM DEBT AND BORROWING ARRANGEMENTS

The Company's indebtedness consisted of:

	As of December 31,			
	2021		2020	
Long-term debt: [a]	**Amount**	**Weighted Average Rate** [b]	**Amount**	**Weighted Average Rate** [b]
$750 million revolving credit facility (due May 2023)	$ —		$ —	
Term loan (due May 2025)	1,541	3.07%	1,554	3.18%
5.375% senior unsecured notes (due April 2026)	—		496	5.38%
4.375% senior unsecured notes (due August 2028)	493	4.38%	492	4.38%
Finance leases	50	4.50%	55	4.50%
Total long-term debt	2,084		2,597	
Less: Current portion of long-term debt	21		21	
Long-term debt	$ 2,063		$ 2,576	

(a) The carrying amount of the term loan and senior unsecured notes are net of deferred debt issuance costs of $15 million and $22 million as of December 31, 2021 and 2020, respectively.
(b) Weighted average interest rate based on year-end balances, including the effects from hedging.

Maturities and Capacity

The Company's outstanding debt as of December 31, 2021 matures as follows:

	Long-Term Debt
Within 1 year	$ 21
Between 1 and 2 years	21
Between 2 and 3 years	22
Between 3 and 4 years	1,499
Between 4 and 5 years	7
Thereafter	514
Total	$ 2,084

As of December 31, 2021, the available capacity under the Company's revolving credit facility was as follows:

	Revolving Credit Facility
Total capacity	$ 750
Less: Letters of credit	15
Available capacity	$ 735

Long-Term Debt

$750 million Revolving Credit Facility

During May 2018, the Company entered into an agreement for a $750 million revolving credit facility expiring in May 2023. This facility is subject to an interest rate per annum equal to, at the Company's option, either a base rate plus a margin ranging from 0.50% to 1.00% or LIBOR plus a margin ranging from 1.50% to 2.00%, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. In addition, the Company will pay a commitment fee on the unused portion of the revolving credit facility of 0.20% per annum.

In April 2020, the Company completed an amendment to its revolving credit facility agreement to waive the quarterly-tested leverage covenant until April 1, 2021. The covenant was also modified for the second, third and fourth quarters of 2021 to use a form of annualized EBITDA, as defined in the credit agreement, rather than the last twelve months EBITDA, as previously required. In return for this modification, the Company agreed to temporarily maintain minimum liquidity of $200 million, which is defined in the credit agreement as the total of unrestricted cash on hand and available capacity under the Company's revolving credit facility, pay a higher interest rate on outstanding borrowings, restrict share repurchases and reduce payment of dividends, or restrict dividends to $0.01 per share in the event the Company's liquidity was below $300 million. As of December 31, 2021 all restrictions have been lifted.

$1.6 billion Term Loan Agreement

During May 2018, the Company entered a credit agreement for a $1.6 billion term loan (the "Term Loan") expiring in May 2025. The interest rate per annum applicable to the Term Loan is equal to, at the Company's option, either a base rate plus a margin of 0.75% or LIBOR plus a margin of 1.75%. The LIBOR rate with respect to the Term Loan is subject to a "floor" of 0.00%. The Term Loan began amortizing in equal quarterly installments beginning in the fourth quarter of 2018 in aggregate annual amounts equal to 1.00% of the original principal amount thereof. The Term Loan is subject to standard mandatory prepayment provisions including (i) 100% of the net cash proceeds from issuances or incurrence of debt by the Company or any of its restricted subsidiaries (other than with respect to certain permitted indebtedness); (ii) 100% (with step-downs to 50% and 0% based upon achievement of specified first-lien leverage ratios) of the net cash proceeds from certain sales or other dispositions of assets by the Company or any of its restricted subsidiaries in excess of a certain amount and subject to customary reinvestment provisions and certain other exceptions; and (iii) 50% (with step-downs to 25% and 0% based upon achievement of specified first-lien leverage ratios) of annual (commencing with the 2019 fiscal year) excess cash flow of the Company and its restricted subsidiaries, subject to customary exceptions and limitations.

The revolving credit facility and term loan (the "Credit Facilities") are guaranteed, jointly and severally, by certain of the Company's wholly-owned domestic subsidiaries and secured by a first-priority security interest in substantially all of the assets of the Company and those subsidiaries. The Credit Facilities were initially guaranteed by former Parent, which guarantee was released immediately prior to the consummation of the spin-off. The Credit Facilities contain customary covenants that, among other things, restrict, subject to certain exceptions, the Company and its restricted subsidiaries' ability to grant liens on the Company and its restricted subsidiaries' assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations and pay certain dividends and other restricted payments. The Credit Facilities require the Company to comply with financial maintenance covenants to be tested quarterly, consisting of a maximum first-lien leverage ratio.

Subject to customary conditions and restrictions, the Company may obtain incremental term loans and/or revolving loans in an aggregate amount not to exceed (i) the greater of $550 million and 100% of EBITDA, plus (ii) the amount of all voluntary prepayments and commitment reductions under the Credit Facilities, plus (iii) additional amounts subject to certain leverage-based ratio tests.

The Credit Facilities also contain certain customary events of default, including, but not limited to: (i) failure to pay principal, interest, fees or other amounts under the Credit Facilities when due, taking into account any applicable grace period; (ii) any representation or warranty proving to have been incorrect in any material respect when made; (iii) failure to perform or observe covenants or other terms of the Credit Facilities subject to certain grace periods; (iv) a cross-default and cross-acceleration with certain other material debt; (v) bankruptcy events; (vi) certain defaults under ERISA; and (vii) the invalidity or impairment of security interests.

5.375% Senior Unsecured Notes

In April 2018, the Company issued $500 million of senior unsecured notes, which mature in 2026 and bear interest at a rate of 5.375% per year, for net proceeds of $493 million. Interest is payable semi-annually in arrears on October 15 and

April 15 of each year, commencing on October 15, 2018. The notes are redeemable in whole or in part at various times and premiums per their indenture, with the first call date of April 15, 2021 at a price of 102.688%. The Company used the net cash proceeds from the notes to reduce debt due to former Parent.

On April 15, 2021, the Company redeemed all of its $500 million 5.375% senior unsecured notes due 2026, which was primarily funded through cash on hand. Due to this redemption, the Company incurred an $18 million charge in the second quarter of 2021, including $13 million of call premiums and $5 million from the acceleration of deferred financing fees. Such charge is reported as early extinguishment of debt on the Consolidated Statements of Income/(Loss).

4.375% Senior Unsecured Notes

In August 2020, the Company issued $500 million of senior unsecured notes, which mature in 2028 and bear interest at a rate of 4.375% per year, for net proceeds of $492 million. Interest is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2021. The notes are redeemable in whole or in part at various times and premiums per their indenture, with the first call date of August 15, 2023 at a price of 102.188%. The Company used the net cash proceeds from the notes to reduce the borrowings outstanding under its revolving credit facility.

Finance Leases

The Company's finance leases primarily consist of the lease of its corporate headquarters. In connection with the Company's separation from former Parent, it was assigned the lease for its corporate headquarters located in Parsippany, New Jersey from its former Parent, which resulted in the Company recording a finance lease obligation and asset.

Deferred Debt Issuance Costs

The Company classifies deferred debt issuance costs related to its revolving credit facility within other non-current assets on the Consolidated Balance Sheets. Such deferred debt issuance costs were $2 million and $4 million as of December 31, 2021 and 2020, respectively.

Cash Flow Hedge

In 2018, the Company hedged a portion of its $1.6 billion term loan. The pay-fixed/receive-variable interest rate swaps hedge $1.1 billion of the Company's term loan interest rate exposure, of which $600 million expires in the second quarter of 2024 and has a weighted average fixed rate of 2.51% and $500 million expires in the fourth quarter of 2024 and has a weighted average fixed rate of 0.99%. The variable rates of the swap agreements are based on one-month LIBOR. The aggregate fair value of these interest rate swaps was a liability of $23 million and $71 million as of December 31, 2021 and 2020, respectively, which was included within other non-current liabilities on the Consolidated Balance Sheets. The effect of interest rate swaps on interest expense, net on the Consolidated Statements of Income/(Loss) were $26 million, $22 million and $3 million of expense during 2021, 2020 and 2019, respectively.

There was no hedging ineffectiveness recognized in 2021, 2020 or 2019. The Company expects to reclassify approximately $16 million of losses from AOCI to interest expense during the next 12 months.

Interest Expense, Net

The Company incurred interest expense of $94 million, $114 million and $104 million in 2021, 2020 and 2019, respectively. Cash paid related to such interest was $96 million, $101 million and $100 million for 2021, 2020 and 2019, respectively. Interest income was $1 million, $2 million and $4 million for 2021, 2020 and 2019, respectively.

13. FAIR VALUE

The Company measures its financial assets and liabilities at fair value on a recurring basis and utilizes the fair value hierarchy to determine such fair values. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value driver is observable.

Level 3: Unobservable inputs used when little or no market data is available. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement falls has been determined based on the lowest level input (closest to Level 3) that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques, as appropriate. The carrying amounts of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts and estimated fair values of all other financial instruments are as follows:

	December 31, 2021	
	Carrying Amount	Estimated Fair Value
Debt	$ 2,084	$ 2,100

The Company estimates the fair value of its debt using Level 2 inputs based on indicative bids from investment banks or quoted market prices with the exception of finance leases, which are estimated at carrying value.

Financial Instruments

Changes in interest rates and foreign exchange rates expose the Company to market risk. The Company uses cash flow hedges as part of its overall strategy to manage its exposure to market risks associated with fluctuations in interest rates and foreign currency exchange rates. As a matter of policy, the Company only enters into transactions that it believes will be highly effective at offsetting the underlying risk, and it does not use derivatives for trading or speculative purposes. The Company estimates the fair value of its derivatives using Level 2 inputs.

Interest Rate Risk

A portion of debt used to finance the Company's operations is exposed to interest rate fluctuations. The Company uses various hedging strategies and derivative financial instruments to create a desired mix of fixed and floating rate assets and liabilities. Derivative instruments currently used in these hedging strategies include interest rate swaps. The derivatives used to manage the risk associated with the Company's floating rate debt are derivatives designated as cash flow hedges. See Note 12 - Long-Term Debt and Borrowing Arrangements for the impact of such cash flow hedges.

Foreign Currency Risk

The Company has foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, the Chinese Yuan, the Euro, the British Pound, the Brazilian Real and the Argentine Peso. The Company uses foreign currency forward contracts at various times to manage and reduce the foreign currency exchange rate risk associated with its foreign currency denominated receivables and payables, forecasted royalties and forecasted earnings and cash flows of foreign subsidiaries and other transactions. The Company recognized gains from freestanding foreign currency exchange contracts of $2 million during 2021 and losses of $3 million and $1 million during 2020 and 2019, respectively. Such gains or losses are included in operating expenses in the Consolidated Statements of Income/(Loss).

The Company accounts for Argentina as a highly inflationary economy. The Company incurred foreign currency exchange losses related to Argentina of $1 million, $2 million and $5 million during 2021, 2020 and 2019, respectively. Such losses are included in operating expenses in the Consolidated Statements of Income/(Loss).

Credit Risk and Exposure

The Company is exposed to counterparty credit risk in the event of nonperformance by counterparties to various agreements and sales transactions. The Company manages such risk by evaluating the financial position and creditworthiness of such counterparties and often by requiring collateral in instances in which financing is provided. The Company mitigates counterparty credit risk associated with its derivative contracts by monitoring the amounts at risk with each counterparty to such contracts, periodically evaluating counterparty creditworthiness and financial position, and where possible, dispersing its risk among multiple counterparties.

Market Risk

The Company is subject to risks relating to the geographic concentration of its hotel properties, which may result in the Company's results of operations being more sensitive to local and regional economic conditions and other factors, including competition, natural disasters and economic downturns, than the Company's results of operations would be, absent such geographic concentrations. Local and regional economic conditions and other factors may differ materially from prevailing conditions in other parts of the world. Excluding cost-reimbursement revenues, which are offset by cost-reimbursement expense, revenues from transactions in the states of Texas and Florida as a percent of U.S. revenues were approximately 10% and 18%, respectively, during 2021, 10% and 19%, respectively, during 2020 and 10% and 20%, respectively, during 2019. Revenues in the state of Florida include license and other fees from the Company's former Parent. Excluding these revenues, revenues in the state of Florida as a percent of U.S. revenues were 12%, 9% and 10% during 2021, 2020 and 2019, respectively.

During 2021, 2020 and 2019 CorePoint accounted for 20%, 25% and 26%, respectively, of revenues. Excluding cost-reimbursement revenues, which are offset by cost-reimbursement expenses, CorePoint accounted for 8% during 2021 and 10% during both 2020 and 2019.

14. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is involved, at times, in claims, legal and regulatory proceedings and governmental inquiries arising in the ordinary course of its business, including but not limited to: breach of contract, fraud and bad faith claims with franchisees in connection with franchise agreements and with owners in connection with management contracts, as well as negligence, breach of contract, fraud, employment, consumer protection and other statutory claims asserted in connection with alleged acts or occurrences at owned, franchised or managed properties or in relation to guest reservations and bookings. The Company may also at times be involved in claims, legal and regulatory proceedings and governmental inquiries relating to bankruptcy proceedings involving efforts to collect receivables from a debtor in bankruptcy, employment matters, claims of infringement upon third parties' intellectual property rights, claims relating to information security, privacy and consumer protection, fiduciary duty/trust claims, tax claims, environmental claims and landlord/tenant disputes. Along with many of its competitors, the Company and/or certain of its subsidiaries have been named as defendants in litigation matters filed in state and federal courts, alleging statutory and common law claims related to purported incidents of sex trafficking at certain franchised and managed hotel facilities. These matters are in the pleading or discovery stages at this time. As of December 31, 2021, the Company is aware of approximately 35 pending matters filed naming the Company and/or subsidiaries. Based upon the status of these matters, the Company has not made a determination as to the likelihood of loss of any one of these matters and is unable to estimate a range of losses at this time.

The Company records an accrual for legal contingencies when it determines, after consultation with outside counsel, that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, The Company evaluates, among other things, the degree of probability of an unfavorable outcome, and when it is probable that a liability has been incurred, its ability to make a reasonable estimate of loss. The Company reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances, including changes to its strategy in dealing with these matters.

The Company believes that it has adequately accrued for such matters with reserves of $6 million and $4 million as of December 31, 2021 and 2020, respectively. The Company also had receivables of $3 million as of December 31, 2021 and immaterial receivables as of December 31, 2020, for certain matters which are covered by insurance and were included in other current assets on its Consolidated Balance Sheets. Litigation is inherently unpredictable and, although the Company believes that its accruals are adequate and/or that it has valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could be material to the Company with respect to earnings and/or cash flows in any given reporting period. As of December 31, 2021, the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to approximately $5 million in excess of recorded accruals. However, the Company does not believe that the impact of such litigation will result in a material liability to the Company in relation to its combined financial position or liquidity.

Guarantees

Hotel-management guarantees

The Company had previously entered into hotel-management agreements that provide the hotel owner with a guarantee of a certain level of profitability based upon various metrics. Under such agreements, the Company was required to compensate the hotel owner for any profitability shortfall over the life of the management agreement up to a specified aggregate amount. For certain agreements, the Company may have been able to recapture all or a portion of the shortfall payments in the event that future operating results exceed targets.

As a result of COVID-19, on June 30, 2020, the Company provided notice of termination of its one remaining hotel performance guarantee pursuant to a force majeure provision in the hotel-management agreement. The notice provides for termination of the management agreement as of the 90th day following the notice date. Such termination has not yet occurred as the hotel's owner and the Company are engaged in alternate dispute resolution. As a result of the Company's notice of termination of the management agreement, the Company's receivable of $4 million became fully impaired as of June 30, 2020 with the charge recorded within impairments, net on the Consolidated Statements of Income/(Loss). As of December 31, 2021, the Company had no other hotel-management guarantee contracts.

Separation-Related Guarantees

The Company assumed one-third of certain contingent and other corporate liabilities of former Parent incurred prior to the spin-off, including liabilities of former Parent related to, arising out of or resulting from certain terminated or divested businesses, certain general corporate matters of former Parent and any actions with respect to the separation plan or the distribution made or brought by any third party.

Credit Support Provided and Other Indemnifications Relating to former Parent's Sale of its European Vacation Rentals Business

In May 2018, former Parent completed the sale of its European Vacation Rentals business to Compass IV Limited, an affiliate of Platinum Equity, LLC ("Buyer"). In connection with the sale of the European Vacation Rentals business, the Company provided certain post-closing credit support in the form of guarantees to help ensure that the business meets the requirements of certain credit card service providers, travel association and regulatory authorities. Such post-closing credit support may be enforced or called upon if the European vacation rentals business fails to meet its primary obligation to pay certain amounts when due. The European vacation rentals business has provided an indemnity to former Parent in the event that the post-closing credit support is enforced or called upon.

Pursuant to the terms of the Separation and Distribution Agreement that was entered into in connection with the Company's spin-off, the Company will assume one-third and former Parent will assume two-thirds of losses that may be incurred by former Parent or the Company in the event that these credit support arrangements are enforced or called upon by any beneficiary in respect of any indemnification claims made.

The table below summarizes the post-closing credit support guarantees related to the sale of the European Vacation Rentals business, the fair values of such guarantees and the receivables from its former Parent representing two-thirds of such guarantees at December 31, 2021:

	Guarantees	Fair Value of Guarantees	Receivable from former Parent
Post-closing credit support at time of sale	$ 81	$ 39	$ 26
Additional post-closing credit support	46	22	15
Total	$ 127	$ 61	$ 41

The fair value of the guarantees were $61 million as of December 31, 2021 and 2020 and were included in other non-current liabilities on the Consolidated Balance Sheets. In connection with these guarantees the Company had receivables from its former Parent of $41 million as of December 31, 2021 and 2020, which were included in other non-current assets on its Consolidated Balance Sheets.

15. STOCK-BASED COMPENSATION

The Company has a stock-based compensation plan available to grant non-qualified stock options, incentive stock options, stock-settled appreciation rights ("SSARs"), RSUs, performance-vesting restricted stock units ("PSUs") and/or other stock-based awards to key employees and non-employee directors. Under the Wyndham Hotels & Resorts, Inc. 2018 Equity and Incentive Plan ("Stock Plan"), which became effective on May 14, 2018, a maximum of 10.0 million shares of common stock may be awarded. As of December 31, 2021, 5.4 million shares remained available.

Incentive Equity Awards Granted by the Company

The activity related to the Company's incentive equity awards for the year ended December 31, 2021 consisted of the following:

	RSUs		PSUs	
	Number of RSUs	Weighted Average Grant Price	Number of PSUs	Weighted Average Grant Price
Balance as of December 31, 2020	0.9	$ 54.15	0.2	$ 52.93
Granted [a]	0.7	65.75	0.1	65.21
Vested	(0.3)	54.76	—	—
Canceled	(0.1)	57.34	—	—
Balance as of December 31, 2021	1.2 [b]	$ 60.37	0.3 [c]	$ 57.51

(a) Represents awards granted by the Company primarily in February 2021.
(b) RSUs outstanding as of December 31, 2021 are expected to vest over time and have an aggregate unrecognized compensation expense of $51 million, which is expected to be recognized over a weighted average period of 2.4 years.
(c) PSUs outstanding as of December 31, 2021 are expected to vest over time and have an aggregate maximum potential unrecognized compensation expense of $14 million, which may be recognized over a weighted average period of 1.2 years based on attainment of targets.

The activity related to stock options granted by the Company for the year ended December 31, 2021 consisted of the following:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2020	1.4	$ 55.57		
Granted	0.1	65.21		
Exercised	(0.3)	56.32		
Canceled	(0.1)	56.02		
Outstanding as of December 31, 2021	1.1	$ 56.04	4.6	$ 38
Unvested as of December 31, 2021	0.7 [a]	$ 55.47	4.8	$ 23
Exercisable as of December 31, 2021	0.4	$ 56.89	4.3	$ 15

(a) Unvested options as of December 31, 2021 are expected to vest over time and have an aggregate unrecognized compensation expense of $5 million, which will be recognized over a weighted average period of 1.9 years.

The fair value of stock options granted by the Company were estimated on the date of the grant using the Black-Scholes option-pricing model with the relevant assumptions outlined in the table below. Expected volatility is based on both historical and implied volatilities of the stock of comparable companies over the estimated expected life of the options. The expected life represents the period of time the options are expected to be outstanding. The risk-free interest rate is based on yields on U.S. Treasury strips with a maturity similar to the estimated expected life of the options. The projected dividend yield was based on the Company's anticipated annual dividend divided by the price of the Company's stock on the date of the grant.

	2021	2020	2019
Grant date fair value	$19.58	$8.59	$10.46
Grant date strike price	$65.21	$53.40	$52.44
Expected volatility	40.18%	24.30%	22.24%
Expected life	4.25 years	4.25 years	6.25 years
Risk-free interest rate	0.40%	1.21%	2.63%
Projected dividend yield	0.98%	2.40%	2.21%

Stock-Based Compensation Expense

Stock-based compensation expense was $28 million, $21 million and $20 million for 2021, 2020 and 2019, respectively. In 2020 and 2019, $2 million and $1 million, respectively was recorded within restructuring costs on the Consolidated Statements of Income/(Loss). Further for 2019, $4 million was recorded within separation-related costs on the Consolidated Statements of Income/(Loss).

16. SEGMENT INFORMATION

The reportable segments presented below represent the Company's operating segments for which separate financial information is available and is utilized on a regular basis by its chief operating decision maker to assess performance and allocate resources. In identifying its reportable segments, the Company also considers the nature of services provided by its operating segments. Management evaluates the operating results of each of its reportable segments based upon net revenues and "adjusted EBITDA", which is defined as net income/(loss) excluding net interest expense, depreciation and amortization, early extinguishment of debt charges, impairment charges, restructuring and related charges, contract termination costs, transaction-related items (acquisition-, disposition- or separation-related), foreign currency impacts of highly inflationary countries, stock-based compensation expense, income taxes and development advance notes amortization. The Company believes that adjusted EBITDA is a useful measure of performance for its segments which, when considered with U.S. GAAP measures, allows a more complete understanding of its operating performance. The Company uses this measure internally to assess operating performance, both absolutely and in comparison to other companies, and to make day to day operating decisions, including in the evaluation of selected compensation decisions. The Company's presentation of adjusted EBITDA may not be comparable to similarly-titled measures used by other companies. During the first quarter of 2021, the Company modified the definition of adjusted EBITDA to exclude the amortization of development advance notes to reflect how the Company's chief operating decision maker reviews operating performance beginning in 2021. The Company has applied the modified definition of adjusted EBITDA to all periods presented.

	Hotel Franchising	Hotel Management	Corporate and Other [a]	Total
Year Ended or as of December 31, 2021				
Net revenues	$ 1,099	$ 466	$ —	$ 1,565
Adjusted EBITDA	592	57	(59)	590
Depreciation and amortization	60	26	9	95
Segment assets	3,575	394	300	4,269
Capital expenditures	30	4	3	37
Year Ended or as of December 31, 2020				
Net revenues	$ 863	$ 437	$ —	$ 1,300
Adjusted EBITDA [b]	392	13	(69)	336
Depreciation and amortization	63	25	10	98
Segment assets	3,629	418	597	4,644
Capital expenditures	24	4	5	33
Year Ended or as of December 31, 2019				
Net revenues	$ 1,279	$ 768	$ 6	$ 2,053
Adjusted EBITDA [b]	629	66	(74)	621
Depreciation and amortization	72	26	11	109
Segment assets	3,817	500	216	4,533
Capital expenditures	35	8	7	50

(a) Includes the elimination of transactions between segments.
(b) Adjusted EBITDA for 2020 and 2019 has been recasted to conform with the current year presentation.

Provided below is a reconciliation of net income/(loss) to adjusted EBITDA.

	Year Ended December 31,		
	2021	2020 [a]	2019 [a]
Net income/(loss)	$ 244	$ (132)	$ 157
Provision for/(benefit from) income taxes	91	(26)	50
Depreciation and amortization	95	98	109
Interest expense, net	93	112	100
Early extinguishment of debt	18	—	—
Stock-based compensation expense	28	19	15
Development advance notes amortization	11	9	8
Impairments, net	6	206	45
Separation-related expenses	3	2	22
Restructuring costs	—	34	8
Transaction-related expenses, net	—	12	40
Contract termination costs	—	—	42
Transaction-related item	—	—	20
Foreign currency impact of highly inflationary countries	1	2	5
Adjusted EBITDA	$ 590	$ 336	$ 621

(a) Adjusted EBITDA for 2020 and 2019 has been recasted to conform with the current year presentation.

The geographic segment information provided below is classified based on the geographic location of the Company's subsidiaries.

	United States	All Other Countries [a]	Total
Year Ended or As of December 31, 2021			
Net revenues	$ 1,366	$ 199	$ 1,565
Net long-lived assets	3,199	107	3,306
Year Ended or As of December 31, 2020			
Net revenues	$ 1,159	$ 141	$ 1,300
Net long-lived assets	3,334	184	3,518
Year Ended or As of December 31, 2019			
Net revenues	$ 1,805	$ 248	$ 2,053
Net long-lived assets	3,619	173	3,792

(a) Includes U.S. territories.

17. OTHER EXPENSES AND CHARGES

Impairments, Net

During the fourth quarter of 2021, the Company's Board approved a plan to sell its two owned hotels. As a result of the Board approval, the Company evaluated the recoverability of its owned hotels long-lived assets and in the fourth quarter of 2021, the Company recorded a $6 million impairment charge which was reported within impairments, net on the Consolidated Statement of Income/(Loss). For more information, see Note 6 - Assets and Liabilities Held for Sale.

As a result of COVID-19 and the significant negative impact it has had on travel demand during 2020, the Company reviewed its intangible assets for potential impairment and determined that the carrying value of certain intangible assets were in excess of their fair values. Accordingly, the Company recorded impairment charges of $205 million, in 2020, primarily related to certain trademarks and goodwill associated with its owned hotel reporting unit. See Note 8 - Intangible Assets for more information. Additionally, in 2020, the Company incurred a $4 million non-cash impairment charge for the

write-off of a receivable as a result of the Company's notice of termination of an unprofitable management agreement. See Note 14 - Commitments and Contingencies for more information. In 2020, the Company also received $3 million of cash related to a previously impaired asset. These charges were all reported within impairments, net on the Consolidated Statement of Income/(Loss).

During 2019, the Company incurred a non-cash net impairment charge of $45 million associated with the termination of a hotel-management arrangement which contained operating performance guarantees and covered 22 hotel properties. The charge is comprised of a $48 million write-off of receivables, a $10 million write-off of a guarantee asset and the derecognition of a $13 million guarantee liability.

Separation-Related

The Company incurred separation-related costs associated with its spin-off from former Parent of $3 million, $2 million and $22 million during 2021, 2020 and 2019, respectively. During 2021 these costs primarily consisted of legal and tax-related costs. During 2020 and 2019 these costs primarily consisted of severance and other employee-related costs.

Restructuring

The Company did not incur restructuring charges during 2021. Below is the activity for the year ended December 31, 2021 relating to all four of the Company's restructuring plans implemented in 2020:

		2021 Activity	
	Liability as of December 31, 2020	**Cash Payments**	**Liability as of December 31, 2021**
Personnel-related	$ 7	$ (7)	$ —
Facility-related	3	(3)	—
Total accrued restructuring	$ 10	$ (10)	$ —

The Company incurred $34 million of charges during 2020, related to four restructuring initiatives implemented in response to COVID-19. Such plans resulted in a reduction of 846 employees during 2020. In addition, during 2019, the Company had implemented restructuring initiatives, primarily focused on enhancing its organizational efficiency and rationalizing its operations, as discussed below.

Restructuring charges by segment for the year ended December 31, 2020 were as follows:

	Year Ended December 31, 2020
Hotel Franchising	$ 15
Hotel Management	3
Corporate and Other	16
Total	$ 34

The following table presents activity for the year ended December 31, 2020 relating to restructuring activities by plan:

	Liability as of December 31, 2019	2020 Activity			Liability as of December 31, 2020
		Costs Recognized	Cash Payments	Other [a]	
2019 Plan					
Personnel-related	$ 8	$ —	$ (7)	$ (1)	$ —
2020 Plans					
Personnel-related	—	28	(20)	(1)	7
Facility-related	—	5	(2)	—	3
Other	—	1	(1)	—	—
Total 2020 Plans	—	34	(23)	(1)	10
Total accrued restructuring	$ 8	$ 34	$ (30)	$ (2)	$ 10

(a) Represents non-cash payments in Company stock.

During 2019, the Company recorded $8 million of charges related to restructuring initiatives, primarily focused on enhancing its organizational efficiency and rationalizing its operations. These initiatives resulted in a reduction of 58 employees and were comprised of employee separation costs. The charges were recorded primarily to the Corporate and Other segment. During 2019, the Company made no material cash payments related to this initiative.

Transaction-Related, Net

There were no transaction-related expenses incurred during the year ended December 31, 2021.

The Company incurred $12 million of transaction-related expenses during the year ended December 31, 2020, which were primarily related to integration activities for the acquisition of La Quinta.

The Company incurred $40 million of transaction-related expenses during the year ended December 31, 2019, which were primarily related to integration activities for the acquisition of La Quinta and includes $7 million associated with the resolution of certain tax matters discussed below.

Contract Termination

During 2019, the Company incurred contract termination charges of $42 million. The Company entered into an agreement to terminate a hotel-management agreement which contained operating performance guarantees and covered eight hotel properties. In conjunction with this termination, the Company incurred a contract termination charge of $34 million. In addition, the Company incurred a contract termination charge of $8 million in connection with an indemnification obligation associated with the termination of a hotel-management agreement and an associated lease. As of December 31, 2019, the Company had an $8 million liability related to such charge which was included in accrued expenses and other current liabilities on its Consolidated Balance Sheet and was subsequently paid in 2020.

CorePoint Agreement

In October 2019, the Company entered into an agreement with CorePoint, a franchisee with which the Company also has hotel-management agreements, to resolve open issues between the two companies. As part of the agreement, the Company recorded a $20 million fee credit for past services in 2019, representing payments Wyndham is required to make to CorePoint pursuant to the agreement. Such charge is reflected as a reduction to hotel management revenues on the Consolidated Statements of Income/(Loss). In addition, the two companies also agreed to finalize outstanding tax matters related to Wyndham's acquisition of La Quinta. As a result, Wyndham also recorded a $7 million charge in 2019 related to the resolution of the tax matters, which is reflected in transaction-related costs on the Consolidated Statements of Income/(Loss). The Company paid $2 million, $7 million and $18 million to CorePoint in 2021, 2020 and 2019, respectively, related to such charges.

18. TRANSACTIONS WITH FORMER PARENT

The Company has a number of arrangements with its former Parent for services provided between both parties as described below.

License Agreement and Other Agreements with Former Parent

In connection with the Company's spin-off, the Company and former Parent entered into long-term exclusive license agreements to retain former Parents' affiliations with one of the hospitality industry's top-rated loyalty programs, Wyndham Rewards, as well as to continue to collaborate on inventory-sharing and customer cross-sell initiatives.

The Company also entered into several agreements with former Parent that govern the relationship of the parties following the spin-off, including a separation and distribution agreement, an employee matters agreement, a tax matters agreement and a transition services agreement. There were no revenues recorded in connection with these agreements during 2021 or 2020. During 2019, the Company recorded revenues in connection with these agreements of $6 million, which are reported within other revenues on the Consolidated Statements of Income/(Loss).

In connection with the Company's license, development and non-competition agreement, the Company recorded revenues from former Parent in the amounts of $65 million during both 2021 and 2020 and $106 million during 2019. Further, the Company recorded revenues of $9 million, $13 million and $18 million during 2021, 2020 and 2019, respectively, for activities associated with the Wyndham Rewards program. The Company also recorded revenues from a former affiliate for license fees of $5 million, $6 million and $7 million during 2021, 2020 and 2019, respectively. Such fees are recorded within license and other fees on the Consolidated Statements of Income/(Loss). The Company also incurred $8 million of expense during 2019 as a result of an indemnification obligation to former Parent related to the termination of a hotel-management agreement and an associated lease. Such expense is reported within contract termination costs on the Consolidated Statement of Income/(Loss).

Transfer of Former Parent Liabilities and Issuances of Guarantees to Former Parent and Affiliates

Upon the distribution of the Company's common stock to former Parent stockholders, the Company entered into certain guarantee commitments with its former Parent. These guarantee arrangements relate to certain former Parent contingent tax and other corporate liabilities. The Company assumed and is responsible for one-third of such contingent liabilities while its former Parent is responsible for the remaining two-thirds. The amount of liabilities assumed by the Company in connection with the spin-off was $18 million as of both December 31, 2021 and 2020, which were included within other non-current liabilities on its Consolidated Balance Sheets. The Company also had a $5 million and $3 million liability due to its former Parent which was included within accrued expenses and other current liabilities on its Consolidated Balance Sheets as of December 31, 2021 and 2020, respectively. In addition, the Company had $4 million of receivables due from former Parent as of both December 31, 2021 and 2020, which were included within current assets on its Consolidated Balance Sheets. During 2019, the Company received $28 million from its former Parent related to net tax refunds, which was included within capital contribution from former Parent on its Consolidated Statement of Cash Flows.

Former Parent's Sale of its European Vacation Rentals Business

In connection with the sale of the European Vacation Rentals business, the Company was entitled to one-third of the excess of net proceeds from the sale above a pre-set amount. During 2019, the Buyer notified former Parent of certain proposed post-closing adjustments of approximately $44 million which could serve to reduce the net consideration received from the sale of the European Vacation Rentals business. On December 13, 2021, former Parent entered into a settlement agreement, contingent upon regulatory approval, to settle the post-closing adjustment claims which will be split one-third and two-thirds between the Company and former Parent, respectively. As of December 31, 2021, the Company had a $2 million reserve for such settlement.

19. LEASES

The Company adopted the new accounting guidance for leases using the modified retrospective approach as of January 1, 2019. Prior-year financial statements were not recast under the new standard, and therefore those amounts are not presented in the tables below. The Company elected the package of transition provisions available for expired or existing contracts, which allowed the Company to carry forward its historical assessments of (i) whether contracts are or contain leases, (ii) lease classification and (iii) initial direct costs.

The Company leases property and equipment under finance and operating leases. For leases with terms greater than one year, the Company records the related asset and obligation at the present value of lease payments over the term. The Company does not separate lease and nonlease components of equipment leases.

The table below presents the lease-related assets and liabilities recorded on the Consolidated Balance Sheets.

	Classification on the Balance Sheets	December 31, 2021	December 31, 2020
Assets			
Operating lease assets	Other non-current assets	$ 14	$ 14
Finance lease assets	Property and equipment, net	29	33
Total lease assets		$ 43	$ 47
Liabilities			
Current			
Operating lease liabilities	Accrued expenses and other current liabilities	$ 4	$ 4
Finance lease liabilities	Current portion of long-term debt	5	5
Non-current			
Operating lease liabilities	Other non-current liabilities	10	11
Finance lease liabilities	Long-term debt	45	50
Total lease liabilities		$ 64	$ 70

The table below presents the remaining lease term and discount rates for finance and operating leases.

	December 31, 2021	December 31, 2020
Weighted-average remaining lease term		
Operating leases	4.7 years	5.5 years
Finance leases	7.7 years	8.7 years
Weighted-average discount rate		
Operating leases	3.9 %	4.2 %
Finance leases	4.3 %	4.3 %

Undiscounted Cash Flows

The table below reconciles the undiscounted cash flows for each of the first five years and total of the remaining years to the finance lease liabilities and operating lease liabilities recorded on the Company's Consolidated Balance Sheet as of December 31, 2021.

	Operating Leases	Finance Leases
2022	$ 4	$ 7
2023	4	7
2024	3	8
2025	1	8
2026	1	8
Thereafter	2	21
Total minimum lease payments	15	59
Less: amount of lease payments representing interest	1	9
Present value of future minimum lease payments	14	50
Less: current obligations under leases	4	5
Long-term lease obligations	$ 10	$ 45

Other Information

Under the new accounting standard for leases, the Company recorded the following related to leases on the Consolidated Financial Statements:

Consolidated Statements of Cash Flows:

	Year Ended December 31,	
	2021	2020
Operating activities		
Cash payments related to operating and finance leases	$ 7	$ 8
Financing activities		
Cash payments related to finance leases	5	5

Consolidated Statements of Income/(Loss):

	Year Ended December 31,	
	2021	2020
Operating lease expense	$ 4	$ 5
Finance lease expense		
Amortization of right-of-use assets	4	4
Interest expense	2	2

20. ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS)

The components of AOCI are as follows:

Net of Tax	Foreign Currency Translation Adjustments	Cash Flow Hedges	Accumulated Other Comprehensive Income/(Loss)
Balance as of December 31, 2018	$ (4)	$ (4)	$ (8)
Period change	3	(22)	(19)
Balance as of December 31, 2019	$ (1)	$ (26)	$ (27)
Period change	3	(28)	(25)
Balance as of December 31, 2020	$ 2	$ (54)	$ (52)
Period change	—	37	37
Balance as of December 31, 2021	$ 2	$ (17)	$ (15)

21. DEFINED CONTRIBUTION BENEFIT PLANS

The Company administers and maintains its own defined contribution savings plans and deferred compensation plan. The Company's cost for these plans was $10 million during 2021, 2020 and 2019.

GUARANTY OF PERFORMANCE

For value received, WYNDHAM HOTELS & RESORTS, INC., a Delaware corporation, located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, absolutely and unconditionally guarantees the performance by its indirect subsidiary, BAYMONT FRANCHISE SYSTEMS, INC., a Delaware corporation, with its registered office located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, as franchisor, of all its obligations in accordance with the terms and conditions of its franchise or license agreements and other agreements issued pursuant to the Baymont Inn & Suites Franchise Disclosure Document and entered into from and after the date hereof as such franchise, license and other agreements shall have been or may hereafter be amended, modified, renewed or extended from time to time. This Guaranty shall continue in force until all such obligations of BAYMONT FRANCHISE SYSTEMS, INC. shall have been satisfied or until such liability of BAYMONT FRANCHISE SYSTEMS, INC. to such franchisees or licensees has been completely discharged, whichever first occur. WYNDHAM HOTELS & RESORTS, INC. shall not be discharged from liability hereunder as long as any such claim by a franchisee or licensee against BAYMONT FRANCHISE SYSTEMS, INC. remains outstanding. Notice of acceptance is waived. Notice of default on the part of BAYMONT FRANCHISE SYSTEMS, INC. is not waived. This Guaranty shall be binding upon WYNDHAM HOTELS & RESORTS, INC., its successors and assigns.

IN WITNESS WHEREOF, WYNDHAM HOTELS & RESORTS, INC. has, by a duly authorized officer, executed this Guaranty of Performance in Parsippany, New Jersey as of the 30th day of March, 2022.

WYNDHAM HOTELS & RESORTS, INC.
a Delaware corporation

By: _____
Michele Allen
Chief Financial Officer

ATTEST:

By: _____
Michael Heistein
Senior Vice President, Legal

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EXHIBIT E-1

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EXHIBIT E-1
BAYMONT FRANCHISE SYSTEMS, INC.
US OPEN AND OPERATING FACILITIES
AS OF 12/31/2021

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
136 TOWNE CENTER BLVD.	EUFAULA	AL	36072	817-880-9021	AMBAA, LLC
115 ANA DR.	FLORENCE	AL	35630	gm@baymontinnflorence.com	NIKUNJ, LLC
5634 TILLMAN CORNERS PARKWAY	MOBILE	AL	36619	251-545-9291	SARASVATI CORPORATION
930 W. I-65 SERVICE ROAD SOUTH	MOBILE	AL	36605	251-344-4942	SJMR INVESTMENTS, LLC
1360 S. US HIGHWAY 231	OZARK	AL	36361	334-566-4960	ROSE, LLC
104 JAMESON CT.	PRATTVILLE	AL	36067	334-361-6463	D.U. KARTIK, INC.
1320 INDUSTRIAL PARKWAY	SARALAND	AL	36571	kalpesh1260@gmail.com	THE INN HOTEL AND RESTAURANT, LLC
2420 N. BROAD ST.	SELMA	AL	36701	205-764-4060	MAYANK CORPORATION
5021 OSCAR BAXTER RD.	TUSCALOOSA	AL	35403	205-861-2500	TUSCALOOSA HOSPITALITY GROUP, LLC
100 CRYSTAL PALACE DRIVE	CADDO VALLEY	AR	71923	870-246-3800	AADITYA LLC
735 S SHILOH DR	FAYETTEVILLE	AR	72704	479-283-2915	JAI JALARAM HOSPITALITY, INC.
2123 BURNHAM ROAD	FORT SMITH	AR	72901	479-430-6250	FORT SMITH INVESTMENTS LLC
5321 CENTRAL AVENUE	HOT SPRINGS	AR	71913	super8malvern@yahoo.com	SHRI BALA BAHUCHAR INC
2910 KAZI STREET	JONESBORO	AR	72401	870-802-2200	AL-MUHAYMIN, LLC
2600 W. 65TH STREET	LITTLE ROCK	AR	72209	479-739-6624	OMAARAV, INC.
5102 N STATE LINE ROAD	TEXARKANA	AR	71854	702-588-9111	JPY LLC
2145 E FLORENCE BLVD	CASA GRANDE	AZ	85122	928-279-2041	MDPD13 INVESTMENTS LLC
2005 S. MILTON	FLAGSTAFF	AZ	86001	562-713-1431	SHREEJI

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
RD.					FLAGSTAFF LLC
1308 EAST NAVAJO BLVD	HOLBROOK	AZ	86025	928-524-1788	J&D FAMILY CORP
675 SCENIC VIEW RD.	PAGE	AZ	86040	435-669-5001	PAGE MANAGEMENT INC
1242 N. 53RD AVENUE	PHOENIX	AZ	85043-1743	928-600-5717	4K HOSPITALITY LLC
6955 SOUTH TUCSON BLVD.	TUCSON	AZ	85706	310-755-1913	INDUS PROPERTIES, LLC
2040 ARBY WAY	ANDERSON	CA	96007	530-365-6100	CLASSIC HOSPITALITY, LLC
1861 W MAIN ST	BARSTOW	CA	92311-3715	951-490-3933	HITEK DEVELOPMENT INC.
250 S MAIN ST	FORT BRAGG	CA	95437	316-821-0366	NORTHHILL OCEANS, LLC
66 SOUTH MAIN STREET	MILPITAS	CA	95035	408-592-3180	MILPITAS COMFORT INN, LLC
4100 SALIDA BLVD.	MODESTO	CA	95358	701-238-5494	SHIVAM, INC.
434 POTRERO GRANDE, DR.	MONTEREY PARK	CA	91755	liaojiejunhotel@gmail.com	SKYLINE MARKLAND LLC
1655 E 4TH STREET	ONTARIO	CA	91764	gm@baymontontario.com	SOL HOSPITALITY LLC
719 ASH ST.	SAN DIEGO	CA	92101	mnguyen@baxterhg.com	BF HOSPITALITY, LP
500 STEUBER RD.	TEHACHAPI	CA	93561	661-823-8000	ACORN HOSPITALITY LLC
199 N. HUMBOLDT AVE	WILLOWS	CA	95988	530-327-8836	GURRAJ, INC.
148 MOONLIT OAKS AVE	YREKA	CA	96097	530-321-3843	TD HOTELS LLC
1055 KELLY JOHNSON BLVD	COLORADO SPRING	CO	80920-3926	714-855-8552	1055 KELLY JOHNSON BLVD., LLC
430 GARDEN OF THE GODS RD.	COLORADO SPRING	CO	80907	choejason@outlook.com	CJK HOSPITALITY, LLC
2279 HAWKINS	CORTEZ	CO	81321	970-565-8577	CORTEZ HOSPITALITY, LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
6805 ARGONNE STREET	DENVER	CO	80249	858-621-4908	EXCEL HOTEL GROUP, INC.
3808 EAST MULBERRY STREET	FORT COLLINS	CO	80524	303-373-5900	KHAN SLEEP, LLC
14378 US-34	FORT MORGAN	CO	80701	303-231-9929	JAMUNA HOTEL GROUP, LLC
11909 W 6TH AVE	GOLDEN	CO	80401-4705	303-231-9929	MEGHNA HOTEL GROUP, LLC
2505 6TH ST	LIMON	CO	80828	720-300-2942	NEXT PHASE INVESTING, INC.
3626 N FREEWAY ROAD	PUEBLO	CO	81008	303-523-5571	YNJQUEST, INC
7400 US HIGHWAY 50	SALIDA	CO	81201-9342	970-218-2132	SALIDA MANAGEMENT LLC
243 E 120TH AVE	THORNTON	CO	80233	303-253-0393	LITTLE COLORADO LLC
3 BUSINESS PARK DRIVE	BRANFORD	CT	06405	203-488-4991	ADDP LLC
260 MAIN STREET	EAST WINDSOR	CT	06088	860-628-0921	VAVA LLC
360 ROUTE 12	GROTON	CT	06340	860-912-1370	SHREE HOSPITALITY, LLC,
630 SOUTH COLLEGE AVE.	NEWARK	DE	19713	917-439-6896	NEWARK LAND GROUP, INC.
9800 BONITA BEACH ROAD	BONITA SPRINGS	FL	34135	239-810-0184	KESHAV HOTEL, LLC
4040 S FERDON BLVD	CRESTVIEW	FL	32536-5219	kalpesh1260@gmail.com	JAY & SHWETA LLC
2725 W. INTERNATIONAL SPEEDWAY	DAYTONA BEACH	FL	32114	615-456-3130	SPEEDWAY HOTEL LLC
553 NE 1ST AVENUE	FLORIDA CITY	FL	33034	305-248-9300	JAI KAIVAL LLC
9401 MARKETPLACE ROAD	FORT MYERS	FL	33912	208-457-7230	FORT MYERS MOTEL LLC
6901 NW 4TH BLVD.	GAINESVILLE	FL	32607	941-380-6942	GAINESVILLE HOTEL INVESTMENT LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
7030 BONNEVAL RD.	JACKSONVILLE	FL	32216	617-585-3277	PEARL HOTEL, LLC
8555 BLANDING BOULEVARD	JACKSONVILLE	FL	32244	shah7720@yahoo.com	AMPN HOSPITALITY, LLC
4156 WEST VINE ST	KISSIMMEE	FL	34741-4502	972-349-3200	J.E. SYSTEM SERVICE CORP.
3598 US HIGHWAY 90 WEST	LAKE CITY	FL	32055-4870	801-384-3116	PRAGATKRUPA CORP
4375 LAKELAND PARK DR.	LAKELAND	FL	33809	owner@pyhfamily.com	PRESTIGE YENUGONDA HOLDINGS LLC
2222 HIGHWAY 71	MARIANNA	FL	32448	919-721-3104	SHRI GURUKRUPA, INC.
480 E. MIRACLE STRIP PARKWAY	MARY ESTHER	FL	32569	850-243-7700	SHIVARAM INC.
3805 NW 107TH AVENUE	MIAMI	FL	33178	305-593-6366	B & I PROPERTIES, LTD
81 COMMERCE BOULEVARD	MIDWAY	FL	32343	440-487-9165	DJK PROPERTIES, L.L.C.
175 INTERCHANGE BLVD.	ORMOND BEACH	FL	32174	256-337-2372	KESHAV HOSPITALITY LLC
11004 FRONT BEACH ROAD	PANAMA CITY BEA	FL	32407	850-661-9223	OCEAN BREEZE BY THE SEA LLC
9035 MAC DRIVE	PUNTA GORDA	FL	33950	856-207-8859	INFINITE 9035 LLC
1425 S. TAMIAMI TRAIL	SARASOTA	FL	34239	626-318-6412	DAUS INVESTMENTS, LLC
2850 APALACHEE PARKWAY	TALLAHASSEE	FL	32301	850-296-0615	PAX TALLAHASSEE, LLC
3210 N. MONROE ST.	TALLAHASSEE	FL	32303	305-710-5529	EMPORIA SUNRISE, INC.
5245 GLADE ROAD SE	ACWORTH	GA	30102	706-767-0883	PRAKASH & SHARDA INC.
100 GEORGIA NORTH CIRCLE	ADAIRSVILLE	GA	30103	706-266-9509	GANESHA 24 LLC
2720 DAWSON RD.	ALBANY	GA	31707	404-334-8610	VALI LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
2905 RIVERWEST DRIVE	AUGUSTA	GA	30907	706-733-5900	RAO HOSPITALITY, LLC
629 FRONTAGE RD. NW	AUGUSTA	GA	30907	706-855-6060	SHUDH, LLC
2069 HIGHWAY 211 NW	BRASELTON	GA	30517-3401	770-867-8100	ESTHER INVESTMENT LLC
105 CENTER DRIVE	BRUNSWICK	GA	31520	559-553-5107	HARIDHAN INC.
125 HAMPTON DR. SE	CALHOUN	GA	30701	423-667-7272	M D HOTELS, LLC
11 KENT DRIVE	CARTERSVILLE	GA	30121	dilip143t@gmail.com	SHRI BAJRANG INC.
5585 WHITESVILLE ROAD	COLUMBUS	GA	31904	706-593-4991	KRISHNA JALA HOSPITALITY, LLC
416 GREER STREET	CORDELE	GA	31015	404-975-4884	MAA ENTERPRISES INC
1105 HIGHWAY 441 BUSINESS	CORNELIA	GA	30531-4718	770-831-2612	VR MGMT LLC
10111 ALCOVY ROAD	COVINGTON	GA	30014-6402	770-757-5902	AUM SHRI GANESHAY NAMAHA LLC
2106 CHATTANOOGA ROAD	DALTON	GA	30720	770-315-0531	GEETA HOSPITALITY LLC
8315 CHEROKEE BLVD.	DOUGLASVILLE	GA	30134	404-667-0559	VIDHYA & URMI, LLC
100 PM WATSON LN	DUBLIN	GA	31021-1747	704-301-1558	DABHI-MOORE LLC
357 MAIN STREET	GARDEN CITY	GA	31408	706-645-3759	ALARE HOTELS, INC.
2007 N. EXPRESSWAY	GRIFFIN	GA	30223	714-932-7950	JAM LODGING, INC.
461 PARK WEST DRIVE	GROVETOWN	GA	30813	678-548-1530	FIVE STARS LUXURY HOTEL, LLC
8220 S MAIN ST	HELEN	GA	30545-3649	713-580-9914	YK MURLI LLC
773 VETERANS PARKWAY	HINESVILLE	GA	31313	912-408-4444	JAY SHREE MAA DURGA, INC.
1100 EXPRESS LN	JESUP	GA	31546-	716-628-9021	JESUP LODGING

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
			4014		LLC
3192 BARRETT LAKES BLVD	KENNESAW	GA	30144-4976	770-500-1241	ADITYA MANAGEMENT LLC
105 MAYCREEK BLVD.	KINGSLAND	GA	31548	912-729-9600	JAY SHIV KRUPA, LLC
107 HOFFMAN DR.	LAGRANGE	GA	30241	404-784-1122	GOVAN, INC
976 W. POINTE COURT	LITHIA SPRINGS	GA	30122	404-213-8388	GYAN ENTERPRISES, LLC
150 PLANTATION INN DR.	MACON	GA	31210	601-985-9799	BLISS HOSPITALITY LLC
3680 RIVERSIDE DR.	MACON	GA	31210	562-331-8206	MACON GROUP, LLC
2170 DELK ROAD SE	MARIETTA	GA	30067	770-951-0026	STAR HOSPITALITY GROUP, LLC AND SUNRISE REAL ESTATE PARTNERS
855 INDUSTRIAL BOULEVARD	MCDONOUGH	GA	30253	901-413-8441	FALOD HOTELS, LLC
5945 OAKBROOK PARKWAY	NORCROSS	GA	30093	626-652-1358	SANTOSHI HOTEL, LLC
130 CONTINENTAL BLVD.	POOLER	GA	31322	912-695-1753	SHREE RAM HOSPITALITY, L.L.C.
2209 SHORTER AVENUE	ROME	GA	30165	706-802-1223	HERUSHAJI, INC.
2 LEE BOULEVARD	SAVANNAH	GA	31419	912-408-6146	SAVANNAH HOTELS LLC
393 CANEBRAKE ROAD	SAVANNAH	GA	31419	912-339-1253	NAVIL, LLC
5130 S. COBB DR.	SMYRNA	GA	30080	404-794-1600	MARUTI, INC.
1470 REMINGTON AVE.	THOMASVILLE	GA	31792	828-320-9151	FORTUNE 4 HOSPITALITY LLC
1725 GORNTO RD.	VALDOSTA	GA	31601	229-253-0009	JAY2016, INC.
2731 WATSON BLVD.	WARNER ROBINS	GA	31093	478-461-0814	VAIBHAV LAXMI 11 LLC
950 CITY BLVD.	WAYCROSS	GA	31501	912-441-5464	NAMO NARAYAN, INC.

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
1605 S DAYTON PL	AMES	IA	50010	515-232-0689	SHREE NATHJI, INC.
1745 SE MARSHALL	BOONE	IA	50036	641-228-2888	SR CORP
720 33RD AVE. SW	CEDAR RAPIDS	IA	52404	319-362-6002	KAPIL HOTELS, LLC
400 JASON WAY COURT	DAVENPORT	IA	52800	405-417-5751	DAVENPORT PROPERTY DEVELOPMENT LLC
4685 NE 14TH STREET	DES MOINES	IA	50313	515-265-4777	SERENITY HOSPITALITY, LLC
6221 WILLOW CREEK AVENUE	DES MOINES	IA	50321	515-974-3490	ANNETT HOLDINGS, INC.
4025 MCDONALD DRIVE	DUBUQUE	IA	52003	563-582-3752	AM HOTELS INC.
2938 5TH AVENUE	FORT DODGE	IA	50501	515-573-5000	SHIVAM HOSPITALITY, INC.
5015 RIDGEWAY DRIVE	HARLAN	IA	51537	605-274-9006	WW HARTFORD, LLC
325 MAIN ST.	KEOKUK	IA	52632	804-892-4903	KEOKUK HOTEL LLC
1314 12TH AVENUE	LE MARS	IA	51031	630-728-9937	SHELDON 8 CORPORATION
115 IOWA AVE WEST	MARSHALLTOWN	IA	50158	630-407-7407	SVEER 1 HOTEL INC
2104 WASHINGTON STREET	PELLA	IA	50219	732-824-8096	SHREE OM HOSPITALITY, L.L.C.
1945 LAPORTE ROAD	WATERLOO	IA	50702	949-545-4409	NNDYM WLK INC.
2209 E SHERMAN AVE	COEUR D ALENE	ID	83814-5336	509-475-0645	N&G HOSPITALITY LLC
600 E. LAKE STREET	ADDISON	IL	60101	773-655-2660	WIN HOSPITALITY LLC
12801 SOUTH CICERO	ALSIP	IL	60803	262-515-0108	SAROOR, LLC
510 EAST END AVENUE	CALUMET CITY	IL	60409	980-722-4326	510 CALUMET CITY INC.
302 W ANTHONY	CHAMPAIGN	IL	61822-	562-331-5000	SHRI HARI KRUPA

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
DR			1216		CP, INC.
5100 HICKORY POINT FRONTAGE	DECATUR	IL	62526	909-771-8006	PROMISE HOSPITALITY LLC
1811 WEST FAYETTE AVE.	EFFINGHAM	IL	62401	217-342-4121	JAI MA ENTERPRISES, INC.
1060 RIVERSIDE DRIVE	FREEPORT	IL	61032	949-292-5925	NNDYM FP, INC.
2285 WASHINGTON STREET	GALESBURG	IL	61401	309-343-7600	RI & SI HOSPITALITY LLC
1625 MILWAUKEE AVENUE	GLENVIEW	IL	60025	773-294-1491	GLENVIEW HOTELS, INC.
5430 GRAND AVE	GURNEE	IL	60031	847-275-1726	HORIZON STAR HOTELS, LLC
1701 S. DIVISION ST.	HARVARD	IL	60033	baymont17784@gmail.com	TIYA HOSPITALITY, INC.
20 CENTRAL BLVD	HIGHLAND	IL	62249	952-380-3495	SELECT HIGHLAND LLC
1914 SOUTHBROOKE ROAD	JACKSONVILLE	IL	62650	708-829-0374	SHIVA JACKSONVILLE BI INC.
1730 MCDONOUGH ST	JOLIET	IL	60436	815-847-9061	RAJ SHAYAMA INC.
1405 WEST HUDSON DRIVE	LITCHFIELD	IL	62056	423-902-4325	LAXMI MEERA HOSPITALITY LLC
2608 WEST MAIN STREET	MARION	IL	62959	706-260-0081	SHREE JEE HOSPITALITY, INC.
206 MCFALL RD.	MATTOON	IL	61938	847-541-8300	NEW MIDWEST HOTELS MATTOON R, LLC
203 E. FRONT ST.	METROPOLIS	IL	62960	618-524-5678	METROPOLIS HOSPITALITY, LLC
210 E. ASHLAND	MORTON	IL	61550	309-266-8888	SHREE HARI, INC.
517 EAST HIGHWAY 83	MUNDELEIN	IL	60060	815-386-3074	SHANTI RAV HOSPITALITY INC.
6 TRADERS CIRCLE	NORMAL	IL	61761	309-454-4070	NORMAL HOTEL LLC
1320 PARK PLAZA	O FALLON	IL	62269	478-335-3284	MRSS ILLINOIS LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
DRIVE					
2002 WEST WAR MEMORIAL DRIVE	PEORIA	IL	61614	309-686-7600	MILAN HOTELS, LLC
11200 NORTH ROUTE 12	RICHMOND	IL	60071	815-678-4711	HARI PROPERTIES INC.
1500 WEST MAIN STREET	ROBINSON	IL	62454	618-544-8448	ARYA INFOTECH HOTELS LLC
662 NORTH LYFORD ROAD	ROCKFORD	IL	61107	815-229-8200	LYFORD ROAD LLP
5871 SOUTH 6TH STREET	SPRINGFIELD	IL	62703	414-762-2266	SHRI GHANSHYAM LLC
1006 SOUTHLINE RD.	TUSCOLA	IL	61953	217-493-5224	TUSCOLA HOSPITALITY, INC.
2215 EAST 59TH ST	ANDERSON	IN	46013	765-393-8681	J & M MOTEL LLC
306 TOURING DRIVE	AUBURN	IN	46706	614-288-9657	NEXT GENERATION HOSPITALITY GROUP LLC
2495 LANDMARK AVENUE NE	CORYDON	IN	47112	806-340-3940	ANKUR 7TH LLC
1339 NORTH WASHINGTON	DALE	IN	47523	812-937-7000	ANOOPAM INC.
3010 BRITTANY CT.	ELKHART	IN	46514	630-863-6938	ELKHART HOSPITALITY GROUP, INC.
8005 E. DIVISION STREET	EVANSVILLE	IN	47715	812-477-2677	SHRI HANUMAN, INC
2881 EAST DUPONT ROAD	FORT WAYNE	IN	46825	260-490-8989	VIRAJ-NEMO LLC
2122 HOLIDAY LN	FRANKLIN	IN	46131	317-701-3962	JP HOTELS LLC
2317 N. STATE ROAD 3	GREENSBURG	IN	47240	812-663-6055	NSRV, INC.
12798 ACCESS 1250 SOUTH	HAUBSTADT	IN	47639	423-902-4325	LAXMI HOSPITALITY INC.
1540 BROOKVILLE CROSSING WAY	INDIANAPOLIS	IN	46239	317-531-5918	JKS HOTEL COMPANY
3850 EAGLE VIEW DR.	INDIANAPOLIS	IN	46254	516-254-1854	465 HOTELS, LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
3871 W 92ND ST.	INDIANAPOLIS	IN	46268	337-660-8385	NARAN MADHAV LLC
4402 CREEK VIEW DR.	INDIANAPOLIS	IN	46237	317-428-9159	UNITED HOSPITALITY MANAGEMENT LLC
5755 N GERMAN CHURCH RD	INDIANAPOLIS	IN	46236	401-871-9050	INDY HOTEL GROUP LLC
1709 E LINCOLN ROAD	KOKOMO	IN	46902	765-459-8001	SAPPHIRE CAPITAL VENTURES LLC
201 FRONTAGE ROAD	LAFAYETTE	IN	47905-4613	765-449-4808	NEEV LODGING ASSOCIATES, LLP
1000 E EADS PKWY	LAWRENCEBURG	IN	47025	702-785-7500	MASSIV LLC
8375 GEORGIA ST	MERRILLVILLE	IN	46410	617-585-3245	AVNER HOSPITALITY, LLC
4128 FRANKLIN ST.	MICHIGAN CITY	IN	46360	773-716-9645	D&M HOSPITALITY INC
120 W UNIVERSITY DR	MISHAWAKA	IN	46545-1107	734-392-4022	LIBERTY HOSPITALITY, INC.
3400 N. CHADMAN LANE	MUNCIE	IN	47302	812-738-8887	LIA HOSPITALITY GROUP, LLC
16025 PROSPERITY DR	NOBLESVILLE	IN	46060	317-716-7065	FELLING HOTELS LLC
6010 GATEWAY DRIVE	PLAINFIELD	IN	46168	317-837-9000	R.H.H. INC.
2323 WILLOWCREEK RD	PORTAGE	IN	46368	309-648-0212	JAI GAYATRI, INCORPORATED
7 CUMBERLAND DRIVE	WASHINGTON	IN	47501	404-966-3010	WASHINGTON HOSPITALITY LLC
2525 W. CENTRAL	EL DORADO	KS	67042	316-821-0366	NAVNI SERVICES, LLC
3801 VINE STREET	HAYS	KS	67601	785-625-8103	NASEEB INVESTMENTS, LLC
1315 E. 11TH AVE.	HUTCHINSON	KS	67501-6129	316-821-0366	SAINEEV LLC
501 SOUTHWEST BLVD	KANSAS CITY	KS	66103	913-363-2100	KC MED HOSPITALITY LLC
740 IOWA STREET	LAWRENCE	KS	66044	302-230-6006	MAGNA HOSPITALITY LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
1740 W CRAWFORD ST	SALINA	KS	67401	816-721-3231	TAPI RATAN HOSPITALITY, LLC
1401 SW. ASHWORTH PLACE	TOPEKA	KS	66604	909-436-7506	SHREE KUBER LLC
1130 E. 16TH STREET	WELLINGTON	KS	67152	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
12111 E CENTRAL AVENUE	WICHITA	KS	67206-2818	316-689-8000	PSJ HOSPITALITY, LLC
79 SOMA LANE	ALBANY	KY	42602	606-387-7238	AMOS ENTERPRISE, INC.
1919 MEL BROWNING STREET	BOWLING GREEN	KY	42104	270-586-5090	JAI SAI NATH, LLC
149 WILLABROOK DRIVE	BROOKS	KY	40109	502-957-6900	KISHU, INC.
799 MAMMOTH CAVE ST.	CAVE CITY	KY	42127	270-598-0163	SAIRAM DNR, INC.
174 ADAMS ROAD	CORBIN	KY	40701	606-523-9040	MESSER HOST LLC
209 COMMERCE DRIVE	ELIZABETHTOWN	KY	42701	909-946-0818	DHANLAXMI, INC.
8050 HOLIDAY PLACE	FLORENCE	KY	41042	980-819-5310	WELCOME HOLIDAY HOTEL, INC.
162 ANAND DR.	FRANKLIN	KY	42134	270-598-0163	SHREE GANESH OF FRANKLIN INC.
250 OUTLET CENTER DRIVE	GEORGETOWN	KY	40324	502-352-8233	LA HOSPITALITY LLC
2075 WEST HIGHWAY 192	LONDON	KY	40741	microtel.ky@gmail.com	NEW ERA HOSPITALITY LLC
6515 SIGNATURE DR.	LOUISVILLE	KY	40213	256-841-9276	SAI LOUISVILLE LLC
9400 BLAIRWOOD ROAD	LOUISVILLE	KY	40222	502-339-1900	XENIA HURSTBOURNE LLC
1891 LANTAFF BOULEVARD	MADISONVILLE	KY	42431	270-841-7686	SKYANN CORPORATION, INC.
2090 RICHMOND ST.	MOUNT VERNON	KY	40456	859-498-0070	S B S AMERICAN TRUCK PLAZA, INC.

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
5300 CAIRO RD.	PADUCAH	KY	42001	254-495-4032	FIDELITY COMMERCIAL LLP
960 INTERSTATE DRIVE	WINCHESTER	KY	40391	baymontinn960@gmail.com	SHREE GANESH GROUP, LLC
11255 BOARDWALK DR	BATON ROUGE	LA	70808	225-200-8229	MAA KRUPA LLC
42309 SOUTH MORRISON BLVD.	HAMMOND	LA	70403	951258	TANZAM LLC
2200 NE EVANGELINE THROUGHWAY	LAFAYETTE	LA	70501	337-769-8000	SRIRAM LLC
6589 WESTBANK EXPRESSWAY	MARRERO	LA	70072	504-309-5700	MAI TL, INC.
149 MAIN STREET	KINGSTON	MA	02364	781-856-8206	PAYAL HOTEL, LLC
171 FAUNCE CORNER MALL ROAD	NORTH DARTMOUTH	MA	02747	617-763-8299	DARTMOUTH KRUPA, LLC
2555 BUSINESS PARK DR	WALDORF	MD	20601	681-753-4804	SARBHAN REALTY WALDORF LLC
1294 N OPDYKE RD	AUBURN HILLS	MI	48326	248-281-4168	AUBURN FIELDS HOTEL, INC.
182 W VAN BUREN	BATTLE CREEK	MI	49017	269-565-0500	KAIVAL, LLC
4725 BECKLEY ROAD	BATTLE CREEK	MI	49017	248-498-4700	BATTLE CREEK SUPERIOR HOSPITALITY, INC
45945 S. I-94 SERVICE DR.	BELLEVILLE	MI	48111	734-325-6837	SIGNATURE HOSPITALITY, LLC
1400 US 31	BEULAH	MI	49617	309-363-3429	SHIVAM INVESTMENTS LLC
6460 DIXIE HWY	BRIDGEPORT	MI	48722	248-281-4168	SAGINAW SUPERIOR HOSPITALITY, INC.
5700 HAGGERTY RD	CANTON	MI	48187	248-498-4700	CANTON FIELDS HOTEL, INC.
1540 COMMERCE PARK DR	CHELSEA	MI	48118	248-498-4700	CHELSEA HOSPITALITY, INC.
3250 E. JEFFERSON AVE.	DETROIT	MI	48207	313-568-2000	MOTOR CITY LODGING, INC.

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
29291 AMERIHOST DR	DOWAGIAC	MI	49047	269-782-4270	THE LAKE SHORE HOSPITALITY INC
11000 EIGHT MILE ROAD	FERNDALE	MI	48220	248-965-3608	FERNDALE LODGING, LLC
29101 COMMERCE DR	FLAT ROCK	MI	48134	angela.baymontinn@gmail.com	SHREE SUN INC
4160 PIER NORTH BOULEVARD	FLINT	MI	48504	248-281-4168	FLINT SUPERIOR HOSPITALITY, INC
510 SOUTH WISCONSIN AVENUE	GAYLORD	MI	49735	858-679-7300	WORLD AUTO HUB , LLC
1500 BEACON BLVD.	GRAND HAVEN	MI	49417	616-843-5596	SCA GHBI INC.
255 28TH STREET, SW	GRAND RAPIDS	MI	49548	231-798-0220	SCA 131 CORP
2873 KRAFT AVENUE SE	GRAND RAPIDS	MI	49512	616-531-5263	GR EAST HOSPITALITY, LLC
8282 PFEIFFER FARMS DR SW	GRAND RAPIDS	MI	49315	616-285-2097	BYRON CENTER HOSPITALITY, LLC
680 E. 24TH	HOLLAND	MI	49423	269-352-7303	WHITE PINE HOSPITALITY LLC
4120 LAMBERT DRIVE	HOWELL	MI	48843	248-601-2500	SGA HOTELS, LLC
2035 BONDSTEEL DRIVE	JACKSON	MI	49202	972-349-3200	GREAT LAKES HOSPITALITY, INC.
2203 S 11TH STREET	KALAMAZOO	MI	49009	248-498-4700	KALAMAZOO SUPERIOR HOSPITALITY, INC.
3800 E. CORK ST.	KALAMAZOO	MI	49001	248-498-4700	KALAMAZOO FIELDS HOTEL INC.
109 S. NICOLET STREET	MACKINAW CITY	MI	49701	619-788-5727	GURUKRIPPA 6 LLC
32800 STEPHENSON HWY	MADISON HEIGHTS	MI	48071	248-789-0100	MADISON FIELDS HOTEL, INC
2200 W WACKERLY STREET	MIDLAND	MI	48640	989-631-0070	SHREEJI-MIDLAND CORPORATION
14774 LAPLAISANCE RD.	MONROE	MI	48161	248-931-7694	CROWN HOSPITALITY SUITES, INC
5858 E. PICKARD ST.	MOUNT PLEASANT	MI	48858	989-779-7777	MCGUIRK GROUP, INC.

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
4677 HARVEY ROAD	MUSKEGON	MI	49444	231-798-0220	SCA MUSKEGON CORP
18800 HARBOR COUNTRY DR	NEW BUFFALO	MI	49117	269-469-4193	NEW BUFFALO HOSPITALITY, INC.
111 AMPEY ROAD	PAW PAW	MI	49079	269-657-1111	PAMOSA CORPORATION
9000 WYCKHAM RD.	ROMULUS	MI	48174	719-650-7853	WICKHAM HOSPITALITY, LLC
20675 13 MILE ROAD	ROSEVILLE	MI	48066	334-734-1677	THIRTEEN MILE HOSPITALITY, LLC
1611 RANGE RD.	SMITHS CREEK	MI	48074	810-364-8000	AKU GROUP, INC.
1555 PHOENIX RD.	SOUTH HAVEN	MI	49090	231-852-4848	SHREEJI-SOUTH HAVEN CORPORATION
1131 N STATE ST	ST. IGNACE	MI	49781	info@baymontsi.com	ST. IGNACE HOTEL, INC.
2601 W. MARQUETTE WOODS ROAD	STEVENSVILLE	MI	49127	773-676-1453	JAMNABEN HOSPITALITY, INC.
2326 N US HIGHWAY 31 S	TRAVERSE CITY	MI	49684	248-689-6856	TRAVERSE CITY 31 N. INN & SUITES, LLC
2151 HOLTON COURT	WALKER	MI	49544	248-281-4168	WALKER SUPERIOR HOSPITALITY, INC.
820 SHAMROCK LANE	ALBANY	MN	56307	715-383-0231	SNEH CARE HOSPITALITY LLC
7208 FAIRVIEW ROAD	BAXTER	MN	56425	218-829-1684	210 MOTEL, LLC
8965 SPRINGBROOK DRIVE NW	COON RAPIDS	MN	55433	612-817-7794	KASWA GROUP, INC.
100 15TH ST SE	GLENWOOD	MN	56334	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
301 8TH STREET SE	KASSON	MN	55944	507-451-5480	BABA HOSPITALITY, LLC
17145 KENYON AVE	LAKEVILLE	MN	55044	952-892-5422	RVP HOSPITALITY, LLC
245 FLORENCE AVENUE	OWATONNA	MN	55060	507-451-0055	INNKEEPER LODGING, LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
1200 EAST 78TH STREET	RICHFIELD	MN	55423	612-869-8600	PMB HOSPITALITY, LLC
1230 SOUTH BROADWAY	ROCHESTER	MN	55904-3821	507-288-8288	FAIRGROUNDS HOSPITALITY GROUP LLC
1244 CANTERBURY RD S	SHAKOPEE	MN	55379	952-445-3644	AMERICAN GROUP OF PROPERTIES, LLC
1000 W MAIN ST	BRANSON	MO	65616-2213	417-460-0255	BABA HOSPITALITY INC.
2719 WEST STATE HWY 76	BRANSON	MO	65616	417-894-6086	HARISHCHANDRA PATEL
2205 CARDINAL DR	FULTON	MO	65251	410-353-7206	FULTON HOSPITALITY LLC
319 WEST MILLER	JEFFERSON CITY	MO	65101	801-471-8216	AAAJ HOSPITALITY, LLC
2702 SOUTH FRANKLIN STREET	KIRKSVILLE	MO	63501	636-734-9846	HOMETOWN MANAGEMENT LLC
5885 OSAGE BEACH PKWY	OSAGE BEACH	MO	65065	573-348-9555	US INTERNATIONAL HOSPITALITY GROUP, INC
1801 MARTIN SPRINGS DR	ROLLA	MO	65401	417-686-1046	SHIVDIA HOSPITALITY LLC
139 CARMEL VALLEY WAY	SAINT ROBERT	MO	65584	573-692-0277	PLN HOTEL, LLC
1610 EAST EVERGREEN STREET	SPRINGFIELD	MO	65803	816-585-4884	RAM HOTEL GROUP, LLC
3343 E BATTLEFIELD ST	SPRINGFIELD	MO	65804	785-375-5975	JAY SHRI RAM LLC
275 N SERVICE RD W	SULLIVAN	MO	63080	818-681-3918	SHIV SAI ENTERPRISES INC.
425 E. VETERANS MEMORIAL HWY	WARRENTON	MO	63383	636-456-6000	KY, LLC
1605 IMPERIAL DRIVE	WEST PLAINS	MO	65775	417-365-7511	BR HOTELS, INC
8011 TUCKER ROAD	BILOXI	MS	39532	858-864-0440	ISHA-TUCKER, LLC
1575 JAMESON DR.	GRENADA	MS	38901	662-226-9897	GRENADA LODGING, INC.

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
123 PLAZA DRIVE	HATTIESBURG	MS	39402	harippatel@aol.com	HARIOHM OF AMERICA, INC
6851 INTERSTATE BLVD.	HORN LAKE	MS	38637	901-292-1156	JANVI SAGAR, LLC
5709 I-55 NORTH	JACKSON	MS	39206	503-997-8067	EMPIRE JACKSON RIDGELAND LLC
1820 JEFFERSON ST	LAUREL	MS	39440	601-649-2620	S-H OF LAUREL, LLC
101 ANNA DR	MCCOMB	MS	39648	601-310-7574	SONIL, INC.
524 BONITA LAKES DRIVE	MERIDIAN	MS	39301	205-310-8151	NARNARAYANDEV, LLC
434 RIVERWIND DR.	PEARL	MS	39208	601-400-1626	PEARL HOSPITALITY, LLC
625 SPICER DR.	TUPELO	MS	38804	662-260-6943	MAMA DEV, LLC
2030 OVERLAND AVE.	BILLINGS	MT	59101	406-969-2300	MIDWEST HOTELS, LLC
2020 WHEAT DRIVE	BOZEMAN	MT	59715	406-670-6326	MARIC PROPERTIES BOZEMAN, L.L.C.
2006 N MERRILL AVE	GLENDIVE	MT	59330	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
750 N. FEE ST	HELENA	MT	59601	406-370-5987	HELENA HOTEL INVESTORS, LLC
6390 US HIGHWAY 93	WHITEFISH	MT	59937	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
204 HENDERSONVILLE RD.	ASHEVILLE	NC	28803	828-712-3066	NUTEL, INC.
7095 NC 4	BATTLEBORO	NC	27809	252-985-1450	COURTEOUS HOSPITALITY II LLP
3101 SCOTT FUTRELL DRIVE	CHARLOTTE	NC	28208	704-394-3381	SHREE TULJA HOTELS OF CLT, LLC
5415 EQUIPMENT DR.	CHARLOTTE	NC	28262	704-596-2999	CUSTOM CARE HOSPITALITY, LLC
901 JACKSON RD.	DUNN	NC	28334	910-891-5758	NEELAY, LLC
716 LINDEN DR.	EDEN	NC	27288	704-798-8746	JN HOSPITALITY INC.

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
1707 OWEN DRIVE	FAYETTEVILLE	NC	28304	vredman@terrapinhospitality.com	HI FAYETTEVILLE, LLC
164 JAMESON INN DR.	FOREST CITY	NC	28043	404-989-7032	FOREST CITY HOTEL LLC
2001 VEASLEY STREET	GREENSBORO	NC	27407	212-695-8475	SAI PROPERTIES INC.
3439 S. MEMORIAL DR.	GREENVILLE	NC	27834	252-364-8980	DILLON HOSPITALITY, INC.
400 NORTH COOPER DR.	HENDERSON	NC	27536	732-609-2157	DIVINE HOSPITALITY, LLC
1120 13TH AVE. DRIVE, SE	HICKORY	NC	28602	704-650-7010	MKKP, INC.
474 WESTERN BLVD.	JACKSONVILLE	NC	28546	386-672-1232	JACKSONVILLE NC LODGING, L.L.C.
3919 N CROATAN HWY	KITTY HAWK	NC	27949-4199	757-422-1801	WRIGHT COAST ASSOCIATES, LLC
132 MEADOW HILL COURT	MOORESVILLE	NC	28117	704-804-2998	DYNAMIC DEVELOPMENT GROUP, LLC
2402B SOUTH STERLING STREET	MORGANTON	NC	28655	704-637-3534	2402 MORGANTON INC
101 SOUTH OLD FARM RD.	ROANOKE RAPIDS	NC	27870	919-464-5688	PRAY VENTURE, LLC
2614 S. HORNER BLVD.	SANFORD	NC	27330	919-464-5688	PRAY, LLC
125 S. EQUITY DR.	SMITHFIELD	NC	27577	919-989-5901	SISTER HOTEL, LLC
4926 MARKET STREET	WILMINGTON	NC	28405	732-372-1901	OCEAN HOSPITALITY, LLC
200 MERCANTILE DRIVE	WINSTON SALEM	NC	27105-8618	209-747-7744	SAMDEEP HOSPITALITY GROUP LLC
1340 S. 21ST AVENUE	FARGO	ND	58103	701-235-3141	GREAT PLAINS HOSPITALITY, INC.
951 SOUTH 42ND ST.	GRAND FORKS	ND	58201	605-390-6373	PECO KID, LLC
2611 OLD RED TRL NW	MANDAN	ND	58554	701-226-7048	BW - SS INC.
1609 35TH AVE. SW	MINOT	ND	58701	701-226-7048	GANGL HOSPITALITY MANAGEMENT,

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
					LLC
1800 TWO TEN DRIVE	WAHPETON	ND	58075	701-371-3567	S & S HOSPITALITY OF NORTH DAKOTA INC.
1325 19TH AVE W	WILLISTON	ND	58801	804-892-4903	WILLISTON HOSPITALITY LLC
2700 N DIERS PKWY	FREMONT	NE	68025	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
140 ROUTE 23 NORTH	POMPTON PLAINS	NJ	07444	845-623-4567	MATANGI HOTELS LLC
2601 MULBERRY ST SE	ALBUQUERQUE	NM	87106	505-246-9600	SUNDRAM LTD
2110 CAMINO DEL LLANO	BELEN	NM	87002	505-292-8692	CAMINO DEL LLANO LLC
1901 EAST BROADWAY	FARMINGTON	NM	87401	505-325-2626	EPIC HOTELS, LLC
3510 N. CENTRAL	HOBBS	NM	88240	575-964-8400	HOBBS HOSPITALITY, LLC
2300 MAIN STREET	ROSWELL	NM	88203	is@aitruckingllc.com	HOMELAND HOSPITALITY LLC
4150 CERRILLOS RD.	SANTA FE	NM	87505	505-474-7569	KHUSHI, LLC
95 SPRUCE ROAD	ELKO	NV	89802	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
55 E. ROBINDALE ROAD	LAS VEGAS	NV	89123	801-455-5507	55 ROBINDALE ROAD LLC
3475 UNION ROAD	BUFFALO	NY	14225	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
439 CANADA ST	LAKE GEORGE	NY	12845	201-887-4262	AMBER MOTEL LLC
20 AIRPORT PARK BLVD.	LATHAM	NY	12110	617-880-1166	PHOENIX REO, LLC
1 ABBY LANE	QUEENSBURY	NY	12804	619-847-5878	VELANJA HIRPARA, LLC
61595 SOUTHGATE PARKWAY	CAMBRIDGE	OH	43725	yogeshsjariwala@gmail.com	HARI OM SAI LLC
5335 BROADMOOR CIRCLE NORTHWES	CANTON	OH	44709	330-309-8675	BHAU HOTEL LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
10900 CROWNE POINTE DRIVE	CINCINNATI	OH	45241	478-719-3515	BHUMIPUJA LLC
2323 RICKENBACKER PARKWAY WEST	COLUMBUS	OH	43217	614-491-4400	RIDHAAN ENTERPRISES LLC
887 MORSE ROAD	COLUMBUS	OH	43229	404-786-4173	THE LODGE ON TARA BLVD, LLC
130 MONTROSE WEST AVE.	COPLEY	OH	44321	917-426-9002	L&M HOSPITALITY, LLC
6960 MILLER LN	DAYTON	OH	45414	601-347-0222	SUNRISE DAYTON INC
1720 COLUMBUS PIKE	DELAWARE	OH	43015	847-912-7494	KRIPAALU DEV, LLC
941 INTERSTATE DR.	FINDLAY	OH	45840	419-306-4031	WHITSON INVESTORS I, LTD.
851 MARTIN ST.	GREENVILLE	OH	45331	254-459-3006	NJ PRIDE LLC
8110 OLD TROY PIKE	HUBER HEIGHTS	OH	45424	937-360-3118	KKAM HOSPITALITY LLC
11431 ALLEN RD. N.W.	JEFFERSONVILLE	OH	43128	703-675-7785	OMSAGAR HOTELS, LTD.
1721 RIVER VALLEY CIRCLE N.	LANCASTER	OH	43130	740-654-5111	MAHAMATI OPERATING LLC
12819 STATE RTE 664	LOGAN	OH	43138	706-885-9002	MNM HOTELS INC.
701 PIKE ST.	MARIETTA	OH	45750	740-374-9660	MARIETTA HOSPITALITY LLC
2793 WATER PARK DRIVE	MASON	OH	45040	513-754-1166	KINGS MILL MANAGEMENT, LLC
2426 OREGON RD.	NORTHWOOD	OH	43619	734-612-4558	NORTHWOOD INNS, INC.
5190 COLLEGE CORNER PIKE	OXFORD	OH	45056	513-523-2722	OXFORD STAR LLC
27441 HELEN DR.	PERRYSBURG	OH	43551	734-427-1300	PADMNABH, INC.
950 EAST ASH STREET	PIQUA	OH	45356	616-822-8042	SHREE SUMUKH L.L.C.
1711 CLEVELAND ROAD	SANDUSKY	OH	44870	419-621-0200	CARMELO RUTA, INC.

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319 EAST LEFFEL LANE	SPRINGFIELD	OH	45505	419-756-7600	SHIVAM MANPAR LLC
10753 AIRPORT HWY.	SWANTON	OH	43558	248-894-5026	TULSI HOSPITALITY LLC
4055 BELMONT AVE	YOUNGSTOWN	OH	44505	804-895-3857	YOUNGSTOWN HOTEL LLC
230 SCENIC CREST DR	ZANESVILLE	OH	43701	740-454-9332	DEV INVESTMENTS OF OHIO, INC.
1201 N 44TH ST	BLACKWELL	OK	74631	478-335-3284	MRSS LODGING OK LLC
18725 E ADMIRAL PL	CATOOSA	OK	74015	918-688-2851	J BAR HOTELS, INC.
1707 SW 27TH ST.	EL RENO	OK	73036	405-262-3050	NORMAN MOTOR INN, LLC
3614 W OWEN K. GARRIOTT RD.	ENID	OK	73703-4911	580-747-4163	HOPE HOSPITALITY LLC
1203 NW 40TH STREET	LAWTON	OK	73505	334-488-4456	KESHAVA HOSPITALITY, LLC
13500 PLAZA TER	OKLAHOMA CITY	OK	73120	405-514-1714	SHIV INVESTMENTS LLC
4240 WEST I-40 SERVICE ROAD	OKLAHOMA CITY	OK	73108	405-760-5532	AAHANA, INC
4625 NE 120TH ST	OKLAHOMA CITY	OK	73131	baymontinnokc48205@yahoo.com	FRONTIER LODGING LLC
4981 N HARRISON ST	SHAWNEE	OK	74804	405-585-0733	JM SWAMI LLC
12525 EAST 52ND STREET	TULSA	OK	74146	804-895-3857	TULSA STILLWATER HOSPITALITY LLC
9020 E. 71ST STREET	TULSA	OK	74133	616-881-9755	SHIVAM HOSPITALITY LLC
610 WEST MADRONE	ROSEBURG	OR	97470	541-637-9388	CRYSTAL SERVICES, LLC
116 TURTLE WALK LN.	BARTONSVILLE	PA	18321	570-656-0649	TURTLE WALK SHOPPES CORP
1122 WAYNE AVENUE	CHAMBERSBURG	PA	17201	609-204-8985	HEMANI HOSPITALITY,

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
					L.L.C.
8170 PERRY HWY	ERIE	PA	16509	btgroup3@aol.com	BT ERIE HOTEL LP
5680 ALLENTOWN BOULEVARD	HARRISBURG	PA	17112	267-207-9978	DHARA INVESTMENT , LLC
419 SUEDBERG ROAD	PINE GROVE	PA	17963	717-808-5630	SKYMONT HOSPITALITY LLC
128 INTERSTATE BLVD.	ANDERSON	SC	29621	864-525-7009	RSR HOTEL GROUP, LLC
710 MARKET ST	CHERAW	SC	29520-1768	704-701-9975	SRI DEV HOTELS INC
240 EAST EXCHANGE BOULEVARD	COLUMBIA	SC	29209	803-691-1200	M AND M CORPORATION OF SOUTH CAROLINA
347 ZIMALCREST DRIVE	COLUMBIA	SC	29210	731-967-2165	RANDAL COLUMBIA, LLC
1546 EAST MAIN ST.	DUNCAN	SC	29334	770-403-3516	AKSHAR HOSPITALITY, LLC
211 DAYTON SCHOOL RD.	EASLEY	SC	29642	404-488-9287	UPSTATE HOTEL GROUP, LLC
1826 W LUCAS ST	FLORENCE	SC	29501-1230	917-572-9748	RKS GROUP, LLC
101 STUARD ST	GAFFNEY	SC	29341-1263	281-359-6468	GAFFNEY HOTEL LLC
120 CHURCH ST	GEORGETOWN	SC	29440-2402	916-599-8033	PREMIUM HOSPITALITY LLC
31 OLD COUNTRY ROAD	GREENVILLE	SC	29607	864-297-3500	GSA HOTEL GROUP, LLC
109 ENTERPRISE CT.	GREENWOOD	SC	29649	512-538-4102	GREENWOOD HOSPITALITY LLC
2284 RACCOON RD	MANNING	SC	29102-6156	601-631-1554	SADASHIVA LLC
1755 HIGHWAY 17 NORTH	NORTH MYRTLE BE	SC	29582	908-472-8151	OMKAR HOTEL, LLC
3583 SAINT MATTHEWS ROAD	ORANGEBURG	SC	29118	803-607-1775	SYNK LLC
249 BRITAIN STREET	SANTEE	SC	29142	803-460-8224	BALAJI HOTELS, LLC

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1286 SNIDERS HIGHWAY	WALTERBORO	SC	29488-8415	310-894-3915	WALTERBORO HOSPITALITY, LLC
737 S 6TH STREET	HOT SPRINGS	SD	57747	815-451-0954	Z & Z HOTELS, LLC
106 HIGHWAY 16A	KEYSTONE	SD	57751	605-390-6373	PRESIDENTIAL HOSPITALITY, LLC
1100 E. HIGHWAY 16	OACOMA	SD	57365	605-734-6548	WBA, LLC
713 WEST SIOUX AVENUE	PIERRE	SD	57501	605-338-8881	NILKANTH, INC.
4040 CHEYNNE BOULEVARD	RAPID CITY	SD	57703	605-390-6373	SODACO, INC.
3101 WEST RUSSELL STREET	SIOUX FALLS	SD	57107	605-274-9006	SS HARTFORD, LLC
3200 S MEADOW AVENUE	SIOUX FALLS	SD	57106-0940	949-292-9202	JABRESHWAR SF, LLC
323 SOUTH 27TH ST.	SPEARFISH	SD	57783	303-373-5900	KHAN HOSPITALITY, LLC
2721 LAZELLE STREET	STURGIS	SD	57785	605-347-4140	WILLIE NILLIE, INC.
111 PENN WARREN DRIVE	BRENTWOOD	TN	37027-5041	615-376-4666	V AND A PARTNERSHIP
7017 SHALLOWFORD RD	CHATTANOOGA	TN	37421	860-368-1047	OM JALASAI HOSPITALITY LLC
1112 HIGHWAY 76	CLARKSVILLE	TN	37043	jlott@ltshospitality.com	MANMOHAN LLC
190 HOLIDAY DRIVE	CLARKSVILLE	TN	37040	904-752-9350	JMR OPERATING LLC
360 PAUL HUFF PKWY	CLEVELAND	TN	37312	615-481-9010	MAARS LIMITED LIABILITY COMPANY
710 PARK PLACE	CLINTON	TN	37716	224-412-4448	JAY MELDI MAA HOSPITALITY LLC
715 JAMES M. CAMPBELL BOULEVAR	COLUMBIA	TN	38402	615-216-6011	SHANKUS GROUP BAY LLC
2021 EAST SPRING STREET	COOKEVILLE	TN	38506	931-265-1199	RADHEY HOSPITALITY, LLC
4038 HIGHWAY 127	CROSSVILLE	TN	38571	931-484-7581	JAIBHOLE, LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
4206 FRANKLIN COMMONS COURT	FRANKLIN	TN	37067	615-635-3695	MUKTA HOTEL LLC
354 SUMNER HALL DRIVE	GALLATIN	TN	37066	615-230-8300	JAY RAM INC.
293 PARKWAY	GATLINBURG	TN	37738	865-436-5047	GATLINBURG RIVERMONT, LLC
100 NORTH CREEK BLVD	GOODLETTSVILLE	TN	37072	615-995-9275	SAIKRUPA HOSPITALITY LLC
1845A S. ROANE STREET	HARRIMAN	TN	37748	615-631-1469	HNY, LLC
465 VANN DR.	JACKSON	TN	38305	901-831-9603	SHIV SARIKA LLC
2606 N. ROAN ST.	JOHNSON CITY	TN	37601	423-282-4011	BHARATHY LLC
209 MARKET PLACE LANE	KNOXVILLE	TN	37922	414-218-7676	PATCO REALTY CO, LLC
6712 CENTRAL AVENUE PIKE	KNOXVILLE	TN	37912	865-388-5431	SMART HOSPITALITY LLC
109 ENTERPRISE BLVD.	LA VERGNE	TN	37086	615-793-9100	MITALI HOTEL, LLC
6020 SHELBY OAKS DRIVE	MEMPHIS	TN	38134	901-481-0569	LAXMI 11 LLC
2230 ARMORY DRIVE	MURFREESBORO	TN	37129	615-896-1172	HOTELS MURFREESBORO LLC
2350 ELM HILL PIKE	NASHVILLE	TN	37214-5118	931-249-2600	SHRI PRABHU KRUPA, INC
130 WEARS VALLEY ROAD	PIGEON FORGE	TN	37863	865-453-6785	TATRY HOSPITALITY, INC.
711 PARKWAY	SEVIERVILLE	TN	37862	sdpatel001@yahoo.com	JALABAPA, INC.
2113 N. JACKSON ST.	TULLAHOMA	TN	37388	931-455-7891	SHANKUS GROUP TULLAHOMA LLC
1700 I-40 EAST	AMARILLO	TX	79103	915-921-7000	MEERA MANAGEMENT, LLC
2401 DIPLOMACY DRIVE	ARLINGTON	TX	76011	214-566-1510	JR STAR CORPORATION
917 LAMESA HWY	BIG SPRING	TX	79720	972-934-2040	BRIDGE- BIG SPRING, LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
2950 WOOD RIDGE BLVD	BRENHAM	TX	77833	979-203-5707	BK HOSPITALITY, LLC
1506 NUCHES LANE	BRYAN	TX	77803	954-805-4470	ARIA HOSPITALITY, LLC
900 WEST HIGHWAY 332	CLUTE	TX	77531	979-665-2823	DASHMESH CORPORATION
2611 HARVEY RD.	COLLEGE STATION	TX	77845	979-575-4545	CS HOSPITALITY, LP
2535 HWY 71 S	COLUMBUS	TX	78934	281-236-0939	7BISON LLC
1506 145 SOUTH	CONROE	TX	77304	936-539-5100	CONROE JOINT VENTURE, LLC
222 NORTH INTERSTATE 35	COTULLA	TX	75205	214-522-3300	RREAF PETROSTAY, LLC
308 PARK HEIGHTS DR.	CUERO	TX	77954	212-687-9555	RREAF O & G PORTFOLIO #2, LLC
2370 WEST NORTHWEST HWY	DALLAS	TX	75220	408-390-7323	R & R MANAGEMENT SERVICES INC.
600 W HALE AVE.	DECATUR	TX	76234	940-627-3338	SUMMIT ACQUISITION, LLC.
2826 63RD STREET	GALVESTON	TX	77551	409-744-3000	SHREE GAYATRIMA, INC.
1051 N. MARKET ST.	HEARNE	TX	77859	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
410 HIGHWAY 79 SOUTH	HENDERSON	TX	75652	903-918-2299	MASON-GIBSON, INC.
10155 NORTH FREEWAY	HOUSTON	TX	77037	281-763-3084	SOUTH CENTRAL REALTY INVESTMENTS INC
11412 GULF FREEWAY	HOUSTON	TX	77034	713-943-2020	VAKIL CORPORATION
2950 W SAM HOUSTON PKWY SOUTH	HOUSTON	TX	77042	713-977-5556	ALH PROPERTIES NO. ONE, INC.
22601 US-59	KINGWOOD	TX	77339	832-661-8630	JASH LLC
1105 HIGHWAY 146 SOUTH	LA PORTE	TX	77571	903-526-9580	JAI LAXMI HOSPITALITY, LLC
885 S. STEMMONS FREEWAY	LEWISVILLE	TX	75067	972-420-1318	NMD LODGING HOSPITALITY, LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
502 SOUTH ACCESS ROAD	LONGVIEW	TX	75601	337-378-3800	LONGVIEW LAXMI, LLC
601 AVENUE Q	LUBBOCK	TX	79401	239-281-4588	SAI BHOLE-NATH HOTELS, INC
6015 45TH ST.	LUBBOCK	TX	79407	subodhipatel@hotmail.com	PECOS HOSPITALITY, LLC
620 W EXPRESSWAY 83	MCALLEN	TX	78501	956-961-4678	VITRA INVESTMENTS, LLC
10000 AIRPORT ROAD	MIDLAND	TX	79706	432-561-8000	PREMIER JOINT VENTURE, LLC
3100 TX-158	MIDLAND	TX	79706	254-228-9793	PERMIAN STAR LR LLC
4101 PARKS LEGADO ROAD	ODESSA	TX	79765-8993	jlott@ltshospitality.com	ODESSA HOSPITALITY, LLC
3560 NE LOOP 286	PARIS	TX	75460	831-385-4850	JAI SHRI JALA, L.L.C.
1808 W COMAL STREET	PEARSALL	TX	78061	830-334-4900	AUM UNITY LODGING, INC.
2601 SOUTH MAIN STREET	PERRYTON	TX	79070	214-395-2121	PERRYTON HOSPITALITY, INC.
621 CENTRAL PARKWAY EAST	PLANO	TX	75074	909-643-3925	SHIV INVESTMENT LLC
3801 HWY 73	PORT ARTHUR	TX	77642	415-298-3114	CENTURY HOSPITALITY, LLC
9542 I-10 WEST WURZBACH	SAN ANTONIO	TX	78201	210-508-7664	DHANI HOSPITALITY INC.
4210 IH-35 SOUTH	SAN MARCOS	TX	78666	512-392-6800	SHIVAM HOTELS INVESTMENTS, LTD.
1005 EAST HIGHWAY 180	SNYDER	TX	79550	325-573-3700	PALACE SNYDER, LLC
1604 HWY 34 SOUTH	TERRELL	TX	75160-5407	504-812-2727	RAJ SAI, LLC
3913 FRANKSTON	TYLER	TX	75701	903-939-0100	OM SHRI J.J.B., LLC
8107 NORTHEAST ZAC LENTZ PARKW	VICTORIA	TX	77904	832-359-7516	GEHNA HOTELS LLC

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
1414 S. ALAN BEAN BLVD.	WHEELER	TX	79096	806-826-1012	WHEELER HOSPITALITY, INC.
4510 KELL BLVD	WICHITA FALLS	TX	76309	940-613-2803	SIYA HOSPITALITY LLC
80 SOUTH MAIN STREET	CEDAR CITY	UT	84720	435-590-5586	CN MANAGEMENT, INC.
2230 N. UNIVERSITY PARKWAY	PROVO	UT	84604	435-703-0737	PROVO RIVER LODGING LLC
10 SOUTH COMMERCE AVE.	FRONT ROYAL	VA	22630	540-860-9966	CCC ENTERPRISES, INC OF VA
2815 CANDLERS MOUNTAIN ROAD	LYNCHBURG	VA	24502	201-736-2034	JAY SHREE DUTT HOSPITALITY, LLC
378 COMMONWEALTH BLVD W	MARTINSVILLE	VA	24112	919-395-3094	PLATINUM HOSPITALITY GROUP, LLC
5380 OAKLAWN BLVD	PRINCE GEORGE	VA	23875	804-920-3839	C. I. ASSOCIATES, L.P.
1730 N. MAIN ST.	ROCKY MOUNT	VA	24151	336-552-3702	SUPERIOR HOSPITALITY, INC.
179 SHERATON DRIVE	SALEM	VA	24153	540-389-7061	SSUNNY SHAH
7379 COMFORT INN DRIVE	WARRENTON	VA	20187	703-400-0592	NABSUN, LLC
505 YORK STREET	WILLIAMSBURG	VA	23185	804-895-3857	SHREE ARIHANT OF WILLIAMSBURG INC.
125 EAST KELLOGG ROAD	BELLINGHAM	WA	98226	604-354-3600	MAHIL PROPERTIES INC.
5640 KITSAP WAY	BREMERTON	WA	98312-2236	360-362-0549	AMAX LLC
4220 WEST 27TH PLACE	KENNEWICK	WA	99337	509-280-4119	SOUTHRIDGE HOTEL LLC
12223 NE 116TH ST	KIRKLAND	WA	98034-8103	425-822-2300	KIN-LUAN CHEN LIU, SOLE PROPRIETOR
907 W 3RD AVE	SPOKANE	WA	99201	206-883-4650	COMFORT HOSPITALITY LLC
1603 EAST YAKIMA AVE	YAKIMA	WA	98901	509-470-1066	SUSHIL VERMA AND NEELAM VERMA

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
3924 W COLLEGE AVE	APPLETON	WI	54914	920-939-3641	BEACH HOTEL LLC
805 ENERGY STREET	BALDWIN	WI	54002	815-451-4288	KABIR PRAMUKH HOSPITALITY, LLC
2900 FORD ST.	BELOIT	WI	53511	219-331-5561	SUN LODGING, INC.
215 E. WALWORTH AVE	DELAVAN	WI	53115	262-725-7410	BEST HOSPITALITY LLC
4075 COMMONWEALTH AVE.	EAU CLAIRE	WI	54701	715-284-3320	BANSAREE LLC
2840 S. ONEIDA STREET	GREEN BAY	WI	54304	214-709-4231	ONEIDA HOSPITALITY, LLC
616 MIDLAND RD.	JANESVILLE	WI	53546	608-758-4545	MIDLAND DEVELOPMENT, INC.
2810 COHO STREET	MADISON	WI	53713	414-745-8594	VALUE HOSPITALITY, LLC
8102 EXCELSIOR DRIVE	MADISON	WI	53717	608-831-7711	MAD PRO OF MADISON, INC.
101 MARITIME DR.	MANITOWOC	WI	54220	314-488-3033	MANITOWOC LODGING ASSOCIATES, LLP
2180 ROOSEVELT RD	MARINETTE	WI	54143	217-821-6577	BAJRANGBALI LLC
2107 N. CENTRAL AVE	MARSHFIELD	WI	54449	715-384-5240	SHREE RAJ LLC
10330 N PORT WASHINGTON RD	MEQUON	WI	53092-5744	414-455-6535	MEQUON INVESTMENT GROUP LLC
945 GREENWALD COURT	MUKWONAGO	WI	53149	219-264-4457	945 GREENWALD COURT INC.
3300 KINNEY COULEE RD. NORTH	ONALASKA	WI	54650	715-284-4333	RAM LAKHAN LLC
678 WALTON DRIVE	PLYMOUTH	WI	53073	920-254-4348	RAMP INVESTMENTS, LLC
247 N. DIVISION ST	STEVENS POINT	WI	54481	715-341-8888	PRAMODA INC.
750 FOX LANE	WATERFORD	WI	53185	616-788-4007	HOSPITALITY OF

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
					WATERFORD LLC
2111 E. MORELAND BOULEVARD	WAUKESHA	WI	53186	262-309-0700	PREMIER HOTELS, INC.
5 GATEWAY DRIVE	WAUPUN	WI	53963	414-779-5049	SHIVA HOTEL LLC
5810 SCHOFIELD AVE.	WESTON	WI	54476	PHILIPPATEL84@GMAIL.COM	RAJ SHAYAMAJI LLC
1355 W MAIN ST	WHITEWATER	WI	53190	262-472-0400	AKSHAR HOSPITALITY LLC
134 HARPER PARK DRIVE	BECKLEY	WV	25801	304-877-6455	JAY ENTERPRISES, INC.
480 LATHROP AVE.	EVANSVILLE	WY	82636	406-969-2300	MIDWEST HOTELS, LLC
1424 WEST PINE STREET	PINEDALE	WY	82941	nimesh@mscclc.com	PINEDALE HOSPITALITY, LLC
2005 DALEY ST	RAWLINS	WY	82301	brett.sundstrom@lodgingenterprises.com	LODGING ENTERPRISES, LLC
2717 DEWAR DRIVE	ROCK SPRINGS	WY	82901	307-371-0809	LOTUS HOSPITALITY LLC
911 SIBLEY CIRCLE	SHERIDAN	WY	82801	307-673-9500	PRIME ESTATES, LLC

EXHIBIT E-1
BAYMONT FRANCHISE SYSTEMS, INC.
US FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED
AS OF 12/31/2021

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
1917 COMMERCE AVENUE	CULLMAN	AL	35055	607-624-0463	SHREE AMBE LLC
2841 ROSS CLARK CIRCLE, S.W.	DOTHAN	AL	36301	229-359-5860	AUHM SAI, LLC
3 RECREATION DRIVE	OXFORD	AL	36203	404-840-5331	SBR CORPORATION
7330 EASTERN AVENUE	BELL GARDENS	CA	90201	248-202-7220	BELL GARDENS HOSPITALITY, LLC
25278 WEST DORRIS	COALINGA	CA	93210	916-786-7227	MERCHANT VALLEY CORPORATION
4141 NORTH BLACKSTONE AVENUE	FRESNO	CA	93726	619-780-0968	OCEANIC FRESNO, LP
754 HORIZON DRIVE	GRAND JUNCTION	CO	81506	909-754-3844	SHIVPOOJA, LLC
5125 NW 36TH ST	MIAMI SPRINGS	FL	33166	954-397-1283	MICHEL CINIGLIO AND SALVATORE CINIGLIO
4427 SOUTH COMMERCE DR	EAST POINT	GA	30344	404-840-5331	SBR CORPORATION
7220 GA-21	PORT WENTWORTH	GA	31407	706-424-7010	RAJENDRAKUMAR N. PATEL
6245 OLD US 27	FREMONT	IN	46737	248-498-4700	FREMONT HOSPITALITY, INC.
1636 ST. MARY ST	SCOTT	LA	70583	618-240-0977	SCOTT HOTEL GROUP LLC
2033 RUTH ST	SULPHUR	LA	70663	832-233-9019	LEXEN HOSPITALITY OF SULPHUR, LLC
6285 WESTSIDE SAGINAW RD	BAY CITY	MI	48706	989-225-1814	MAHAMATI INC.
1230 DEXTER ST.	MILAN	MI	48160	734-788-2766	MILAN HOTELS, INC.
1625 W COLUMBIA ST	FARMINGTON	MO	63640	662-654-0604	MIRALKUMAR AND JULEE PATEL
I-44 AND SOUTH HIGHWAY DRIVE	FENTON	MO	63026	314-540-6259	JANANI MANAGEMENT, LLC
4141 MARKLET STREET	HANNIBAL	MO	63401	678-993-6240	NEELKANTH HOSPITALITY LLC
1600 NE PARVIN ROAD	KANSAS CITY	MO	64116	816-489-2721	GUISUO WANG
3282 SOCO RD.	MAGGIE VALLEY	NC	28751	828-400-9678	MANISH PATEL
3705 NATIONAL PARK	CARLSBAD	NM	88220	laxmione@gmail.com	PRAKASH PATEL

HWY					
2117 MARION MT. GILEAD ROAD	MARION	OH	43302	740-953-2469	OCEAN HOSPITALITY, LLC
548 EAST PERSHING AVE.	SALEM	OH	44460	330-853-9900	TIMBERLANES, LTD
2001 E. RENO AVE.	OKLAHOMA CITY	OK	73117	210-860-0279	ASHTA LAKSHMI, INC.
2515 WEST 6TH	STILLWATER	OK	74074	804-895-3857	TULSA STILLWATER HOSPITALITY LLC
1226 O'NEILL HWY	DUNMORE	PA	18512	570575	DUNMORE HOSPITALITY GROUP INC.
307 ROUTE 315	PITTSTON	PA	18640	570-826-0111	DHAVAL PATEL
6674 RINGGOLD ROAD	EAST RIDGE	TN	37412	423-826-2955	DARSH HOSPITALITY, LLC
I-10 E & WALDEN RD	BEAUMONT	TX	77705	409-842-9300	VIJAY VAKIL
320 SOUTH GULF BLVD.	FREEPORT	TX	77541	832-455-5018	MANASIYA INVESTMENT, LLC
12439 NORTHWEST FWY	HOUSTON	TX	77092	702-588-9111	MUHAMMAD IQBAL
4910 SAN BERNARDO AVE	LAREDO	TX	78041	832-727-4300	AMAN PATEL
5501 STARBOARD DR	MIDLAND	TX	79706	laxmione@gmail.com	PRAKASH PATEL
1051 PARK AVE SW	NORTON	VA	24273	606-364-8310	NORTON HOST, LLC
911 E ATLANTIC STREET	SOUTH HILL	VA	23970	804-895-3857	SOUTH HILL HOSPITALITY LLC
2105 RODGERS DRIVE	GILLETTE	WY	82716	307-686-8600	PRIME REAL ESTATE HOLDINGS, LLC

EXHIBIT E-2

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EXHIBIT E-2
BAYMONT FRANCHISE SYSTEMS, INC.
GUEST LODGING FACILITIES WHICH VOLUNTARILY OR INVOLUNTARILY LEFT THE CHAIN FROM 01/01/2021 TO 12/31/2021

CITY	STATE	ENTITY	PHONE
HUNTSVILLE	AL	XCEL GROUP, LLC	307-250-5866
PHOENIX	AZ	GOSAI AND GRANDSONS, LLC	602-703-6421
ARTESIA	CA	SATNAAM INVESTMENTS, INC.	562-254-1182
JONESBORO	GA	GANGA HOSPITALITY LLC	404-441-9025
RENSSELAER	IN	ASA LODGING, LLC	214-901-8844
LEXINGTON	KY	SHRI SHAKTI CORPORATION	859-396-7975
QUINCY	MA	GIRI MERIDEN, LLC	617-770-3722
HAGERSTOWN	MD	SEVEN STAR HOTEL, INC.	301-790-0800
BAY CITY	MI	SURAT INC.	989-225-1814
CHEROKEE	NC	INDIAN HILLS MOTEL, INC	828-497-2102
CHOCOWINITY	NC	LTI HOTELS, LLC	714-826-0282
LINCOLN	NE	SPK CORPORATION	402-850-4328
RENO	NV	BAPU, LLC	707-534-0014
NEW YORK	NY	AMERICAN WEALTH UNITED REAL ESTATE, INC.	917-208-5289
ARDMORE	OK	BHUPINDER SINGH AND HARPREET KAUR	580-504-6077
HOUSTON	TX	EASTPOINT NOBLE HOSPITALITY, LLC	832-818-8181
HOUSTON	TX	ALH PROPERTIES NO. SEVEN, INC.	713-977-5556
NEW BRAUNFELS	TX	UMANG RESIDENCY LLC	830-608-0334
THE WOODLANDS	TX	JACOBSON HOTELS, INC.	936-273-3400
MUKILTEO	WA	LH STAR INV. CO	509-928-4888
STURTEVANT	WI	LAXMIJIKRUPA LLC	262-873-0324

EXHIBIT E-2

BAYMONT FRANCHISE SYSTEMS, INC.
GUEST LODGING FACILITIES WHICH DID NOT COMMUNICATE WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE

None.

EXHIBIT F

North America

Standards of Operation and Design Manual

Baymont Franchise Systems, Inc.

(Revised October 21, 2021)

Baymont Franchise Systems, Inc.

22 Sylvan Way
Parsippany, NJ 07054

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Several defined terms are used throughout the Wyndham Rewards Front Desk Guide. For full definitions of all defined terms, please refer to the Glossary on pages 98-101.

EXHIBIT G

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State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Dates
California	Effective March 31, 2022
Hawaii	Pending
Illinois	Effective March 31, 2022
Indiana	Effective March 31, 2022
Maryland	Pending
Michigan	Effective March 31, 2022
Minnesota	Pending
New York	Effective March 31, 2022
North Dakota	Pending
Rhode Island	Pending
South Dakota	Effective March 31, 2022
Virginia	Pending
Washington	Pending
Wisconsin	Effective March 31, 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.

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Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Baymont Franchise Systems, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days* before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Baymont Franchise Systems, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The name, principle business address and telephone number of the franchise seller offering the franchise is:

_____

Date of Issuance: March 31, 2022.

See Exhibit B for our registered agents authorized to receive service of process.

I received a disclosure document dated March 31, 2022, that included the following Exhibits:

A	State Addenda
B	Regulatory Authorities; Registered Agents for Service of Process
C-1	Franchise Agreement including ADA Certification Forms for New Construction Facilities (Pre-Construction and Post-Construction);Guaranty; Initial Fee Note; Development Incentive Note; Assignment and Assumption Agreement; State Addenda and Franchise Application
C-2	Master Information Technology Agreement
C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
C-4	Three Party Agreement and Request Form; Lender Notification Agreement and Request Form
C-5	Termination and Release Agreement
C-6	Signature Reservation Services Agreement
C-7	Hotel Revenue Management Agreement
C-8	Hotel Connectivity Solutions Support Agreement
C-9	Remote Sales Services Agreement
D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
E-1	List of Facilities in the United States as of December 31, 2021
E-2	List of Facilities in the United States which Voluntarily or Involuntarily left the Baymont System from January 1, 2021 to December 31, 2021 which did not communicate with us during the ten-week period preceding the date of the Disclosure Document
F	Tables of Content for Standards of Operation and Design Manual and Wyndham Front Desk Guide

[PLEASE SIGN RECEIPT ON BACK OF PAGE]

*10 business days if you are a resident of, or your franchise will be located, in any of the following states: Michigan. The earlier of the "First Personal Meeting" or 10 business days if you are a resident of, or your franchise will be located in New York.

Name of Proposed Franchisee: _____

Type of Business Entity:_____

_____ _____
Your signature Date

_____ _____
Print your name Print your title

_____
Location in which you are interested

KEEP THIS COPY FOR YOUR RECORDS.

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Baymont Franchise Systems, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days* before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Name of Proposed Franchisee: _____

Type of Business Entity:_____

_____ _____
Your signature Date

_____ _____
Print your name Print your title

_____
Location in which you are interested

Please sign this copy of the receipt, date your signature, and return it to Baymont Franchise Systems, Inc., 22 Sylvan Way, Parsippany, New Jersey 07054.