FRANCHISE DISCLOSURE DOCUMENT

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

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

The total investment necessary to begin operation of a newly constructed 89-room Hampton Inn hotel, excluding real property, is $17,043,739 to $24,732,532, including up to $225,380 that must be paid to us or our affiliates. The total investment necessary to begin operation of a newly constructed 113-room/suite Hampton Inn & Suites hotel, excluding real property, is $19,964,850 to $29,121,080, including up to $227,459 that must be paid to us or our affiliates.

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

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

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

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

Issuance Date: March 30, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

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

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

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

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

About the Franchisor and Its Parents

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

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

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

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

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

Our Other Brands

Hilton Worldwide, through its subsidiaries, currently owns the following principal marks and their related guest lodging systems: Apartment Collection by Hilton™, Canopy™, Conrad™, Curio™, DoubleTree™, Embassy Suites™, Graduate™, Hampton™, Hilton™, Hilton Garden Inn™, Home2 Suites™, Homewood Suites™, LivSmart Studios™, LXR™, Motto™, NoMad, Outset™, Signia by Hilton™, Spark™, Tapestry™, Tempo™, Tru™, Undergraduate™, and Waldorf Astoria™ (the "Hilton Worldwide Brands"). The Hilton Worldwide Brands may utilize name variations for suites hotels and may use names or taglines including "Inn" or "Inn & Suites" or "by Hilton" or "Collection by Hilton" in some markets or locations. The Hilton Worldwide Brands may have trademark registrations currently pending in some markets or locations.

We have been the franchisor in the US for the Canopy and Curio brand hotels since October 15, 2014, the Conrad, DoubleTree, Embassy Suites, Hampton, Hilton, Hilton Garden Inn, Home2 Suites, Homewood Suites, and Waldorf Astoria brand hotels since March 30, 2015, the Tru brand hotels since December 1, 2015, the Tapestry brand hotels since December 1, 2016, and the LXR and the Motto brand hotels since September 14, 2018, the Signia by Hilton brand hotels since March 30, 2019, the Tempo brand hotels since December 17, 2019, the Spark brand hotels since November 11, 2022, the LivSmart Studios brand hotels since May 23, 2023, the Graduate brand hotels since May 28, 2024, the Outset brand hotels since October 23, 2025, the Apartment Collection by Hilton brand apartment hotels since February 2, 2026, and Undergraduate brand hotels since March 30, 2026. We offer each of these brands under a separate disclosure document (except NoMad, for which we do not currently offer franchises).

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

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

Our Predecessors

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

Our predecessors for each of our other brands in the US include the following entities as shown in this table:

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

Brand Offered	Predecessor Franchisor Entity	Dates Offered
	Hilton Inns, Inc.	July 1962 to October 2007
Hilton Garden Inn	Hilton Garden Inns Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	March 1990 to October 2007
Home2 Suites	HLT ESP Franchise LLC	January 2009 to March 2015
Homewood Suites	Homewood Suites Franchise LLC	October 2007 to March 2015
	Promus Hotels, Inc.	March 1988 to October 2007
LivSmart Studios	None	N/A
LXR	None	N/A
Motto	None	N/A
Nomad	None	N/A
Outset	None	N/A
Restaurant Brands	None	N/A
Signia by Hilton	None	N/A
Spark	None	N/A
Tapestry	None	N/A
Tempo	None	N/A
Tru	None	N/A
Undergraduate	None	N/A
Waldorf Astoria	Waldorf Astoria Franchise LLC	October 2007 to March 2015
	Hilton Inns, Inc.	January 2007 to October 2007

Our Affiliates and Their Predecessors

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

1. Hilton Worldwide Franchising LP, a limited partnership formed on March 12, 2014, under the laws of England and Wales ("HWF") offered franchises outside the US from July 1, 2014 to December 31, 2017, and currently continues to offer franchises in Canada, and a limited number of other territories. HWF is the predecessor of HWML, listed below. HWF's principal business address is Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and telephone number +44 207 856 8000. The brands currently offered by HWF are: Conrad, Curio, DoubleTree, Embassy Suites, Hampton, Hilton, Hilton Garden Inn, Home2 Suites, Homewood Suites, and Waldorf Astoria, Canopy (since first offered on October 15, 2014), Tru (first offered on June 30, 2016), Tapestry (first offered on December 1, 2016), LXR (first offered on July 1, 2018), Motto (first offered on June 28, 2019), Spark (first offered on April 1, 2023), Tempo (first offered on June 28, 2023), LivSmart Studios (first offered on August 1, 2023), Graduate (first offered on June 28, 2024), Outset (first offered on October 23, 2025), and Apartment Collection (first offered on February 2, 2026).

2. Hilton Worldwide Manage Limited, a limited company formed on December 7, 2010, under the laws of England and Wales ("HWML") has offered franchises outside the US since January 1, 2018, except in Brazil, Canada, China, Thailand, and a limited number of other territories. As noted above, HWF is HWML's predecessor outside of the US, except in Canada, China, and a limited number of other territories. HWML's principal business address is Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and telephone number +44 207 856 8000. The brands currently offered by HWML are the same as those offered by HWF above.

3. Hilton Enterprise Management (Shanghai) Co., Ltd., a limited company formed on January 8, 2021, under the laws of the People's Republic of China ("HEMS") has offered franchises in China since

July 1, 2024. HEMS predecessor was Hilton Hotel Management (Shanghai) Co., Ltd., a limited company formed on September 5, 2008 under the laws of the People's Republic of China ("WFOE"). WFOE offered franchises in China from October 29, 2012 to June 30, 2024. HEMS has its principal business address at Room 4205, Bund Centre, 222 Yan An Road East, Shanghai, 200002, 021 – 2321 6888. The brands currently offered by HEMS are: DoubleTree (first offered on October 29, 2012), Hilton (first offered on August 1, 2016), Hilton Garden Inn (first offered in September 2018), Tapestry (first offered on July 1, 2024), LXR (first offered December 31, 2024), and Canopy and Curio (first offered July 1, 2025).

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

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

Brand Offered	Predecessor International Franchisor Entity
Apartment Collection	None
Canopy	None
Conrad Conrad International	HLT International Conrad Franchise LLC Hilton International Franchisor Corporation HPP International Corporation (f/k/a Conrad International Corporation)
Curio	None
DoubleTree DoubleTree Suites	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Doubletree Hotel Systems, Inc. Doubletree International Franchise LLC
Embassy Suites	Promus Hotels, Inc. Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Embassy Suites International Franchise LLC
Graduate	None
Hampton	Hilton International Franchisor Corporation Hampton Inns International Franchise LLC
Hilton	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Hilton International Franchise LLC
Hilton Garden Inn	Hilton Group plc and designated subsidiaries Hilton International Franchisor Corporation Hilton Garden Inns International Franchise LLC
Home2 Suites	HLT ESP International Franchisor Corporation
Homewood Suites	Hilton Group plc and designated subsidiaries Homewood Suites International Franchise LLC

Brand Offered	Predecessor International Franchisor Entity
LivSmart Studios	None
LXR	None
Motto	None
Nomad	None
Outset	None
Restaurant Brands	None
Signia by Hilton	None
Spark	None
Tapestry	None
Tempo	None
Tru	None
Undergraduate	None
Waldorf Astoria The Waldorf Astoria Collection	Hilton International Franchisor Corporation HLT International Waldorf=Astoria Franchise LLC

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

1. Hilton Reservations Worldwide, L.L.C. d/b/a Hilton Reservations & Customer Care and successor-in-interest to Hilton Service Corporation ("Reservations Worldwide") will provide you with its national and international reservation services and systems ("Reservation Service"). Reservations Worldwide provides the Reservation Service to all System Hotels, US Hilton hotels, Conrad International hotels, and Hilton International hotels (except where prohibited by law). The principal business address of Reservations Worldwide is 15305 North Dallas Parkway, Suite 600, Addison, Texas 75001.

2. Hilton Supply Management LLC (“HSM”) seeks to negotiate with manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, finishes, equipment and supplies, certain food and beverage supplies, and certain hotel services. You may purchase these items from HSM or such third parties, but you are not obligated to do so except as described in this Disclosure Document.

3. Hilton Honors Worldwide LLC ("Hilton Honors Worldwide") owns, operates and administers the Hilton Honors™ guest reward program. You must participate in the programs of Hilton Honors Worldwide.

4. Hilton Systems Solutions, LLC ("HSS") provides computer hardware, software and support services for all Hilton’s brands and signs Hilton’s Information Technology System Agreement (“HITS Agreement”).

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

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

Our Licenses

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

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

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

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

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

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

The Market and Competition

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

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

you may also compete with lodging designed to serve particular segments of the market and to fill particular lodging demands.

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

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

Laws, Rules and Regulations

Your Hotel must conform to all applicable lodging, hotel, and rental property laws, innkeeper liability laws, as well as laws and regulations regarding fire, life, health and safety, food handling and preparation, menu and labeling laws, alcoholic beverage control laws and dram shop acts, license, certificate, and permit requirements for your Hotel's occupancy and operation, laws regulating the posting of rates, fees, and taxes, room occupancy, tax laws, and laws applicable to public accommodations and services. Normally you must obtain a certificate of occupancy along with permits and licenses to operate your Hotel, prepare and sell food, sell alcoholic beverages, and operate meeting rooms.

Among these laws, the jurisdiction in which you operate may have specific laws or regulations that: (a) prohibit the overbooking of guest rooms; (b) impose duties on you to receive guests and patrons, use reasonable care to protect the safety of those guests and patrons, and to protect their property; (c) limit the amount of money a guest or visitor may recover from an apartment hotel for loss of personal property; (d) require you to provide a safe or safe deposit boxes for safekeeping of valuables; (e) require you to follow detailed measures for the physical safety of building occupants, including responding to any communicable diseases or deaths that occur on the premises; (f) require you to maintain guest registers with specific guest data and keep those records for a period of years; (g) regulate the cleanliness and sizing of bedding, sheets, and towels; (h) require your compliance with detailed building codes, dwelling laws, public assembly laws, labor laws, and health and sanitation laws; (i) impose requirements concerning data security and data privacy, and data breach notifications. Any food service operations at your Hotel will be regulated by federal, state, and local laws and regulations regarding health, cleanliness and sanitation, the storage, preparation and serving of food and beverages, food

containers and utensils, water supply, sewage, pest control, personnel, procedures, materials, equipment, and maintenance, and menu labeling laws. Any fitness and recreational facilities at your Hotel may be subject to federal, state and local laws regarding fitness center operations, swimming pool and water facility operations, and safety equipment, including the federal Virginia Graeme Baker Pool and Spa Safety Act.

Hotels also subject to federal, state, and local occupational safety and health laws that apply to workplace activities and conditions, including Occupational Safety and Health Administration ("OSHA") regulations, and property accessibility requirements, including the Americans with Disabilities Act ("ADA"). In addition, the general business laws, rules and regulations which apply to hotels in your jurisdiction will affect you. This includes any government orders related to emergent conditions, such as natural disasters and public health emergencies. You should seek the advice of legal counsel to determine the details of all applicable laws in your jurisdiction and whether and to what extent they and other regulations will apply to your Hotel.

ITEM 2
BUSINESS EXPERIENCE

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

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

Chief Financial Officer and Executive Vice President: Kevin J. Jacobs
Mr. Jacobs has served as Chief Financial Officer and Executive Vice President of Hilton Worldwide since September 2013 and has also held those positions with us since September 2013. He has served as Chief Financial Officer and Executive Vice President of Hilton since October 2013. Mr. Jacobs served as President, Global Development for Hilton from July 2020 to July 2025. Mr. Jacobs served as Chief Financial Officer and Executive Vice President of the former franchising entities from October 2013 to April 2015. Mr. Jacobs also served as a Director of Hilton from December 2007 to July 2015.

Executive Vice President, General Counsel: Caroline Krass
Ms. Krass has served as Executive Vice President, General Counsel and Secretary since March 2025. Before that time, Ms. Krass served as General Counsel of the U.S. Department of Defense, where from 2021 to 2025 she was the chief legal officer of the Department and the principal legal advisor to the Secretary of Defense. From 2018 to 2021, Ms. Krass served as Senior Vice President & General Counsel, General Insurance and Deputy General Counsel of American International Group (AIG), where she led a global legal team supporting the primary business unit, as well as the cybersecurity and privacy, technology and innovation teams. Before that time Ms. Krass served as the General Counsel of the U.S. Central Intelligence Agency.

President – Global Brands and Commercial Services: Christopher Silcock
Mr. Silcock has served as President, Global Brands and Commercial Services since January 2024. He served as Executive Vice President – Chief Operating Officer, Customer and Commercial Operations from May 2019 to January 2024. He served as Executive Vice President – Chief Commercial Officer of

Hilton Worldwide and Hilton from September 2015 through April 2019, and as HWML's Senior Vice President since July 2014. He served as Senior Vice President Sales & Revenue Management of Hilton Worldwide and Hilton from September 2014 to August 2015.

Chief Development Officer and Executive Vice President: Christian Charnaux
Mr. Charnaux has served as Chief Development Officer since July 2025. He was Chief Growth Officer for Inspire Brands from March 2018 to July 2025. Previously, Mr. Charnaux served as Hilton's Senior Vice President, Corporate Finance from December 2016 to March 2018 and as Senior Vice President, Investor Relations from September 2013 to December 2016. Additionally, he served as Hilton's Vice President, Global Brands Strategy from July 2012 to September 2013; Senior Director, Strategy and Innovation from January 2012 to July 2012; and Senior Director/Director, Strategy and Business Development Global Brands and Commercial Services from June 2009 to January 2012.

Senior Vice President Category Leader All Suites & Focused Service: Alexandra Jaritz
Ms. Jaritz has served as Senior Vice President Category Leader All Suites & Focused Service since August 2025. She was Senior Vice President Brand Management from March 2020 to August 2025. She served as Senior Vice President Focused Service and All Suites Brand Management – Asia Pacific from December 2018 until March 2020. She served as Hilton's Senior Vice President – Global Head – Tru by Hilton from September 2015 through December 2018. She was Hilton's Vice President – Special Projects – Focused Service Brands from July 2015 through September 2015. Ms. Jaritz served as Senior Vice President – Brand Strategy & Marketing of Choice Hotels International, located in Rockville, Maryland, from September 2010 to August 2014**.**

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

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

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

Vice President – Development Latin American & Caribbean: Pablo Maturana
Mr. Maturana has served as Vice President Development Latin America & The Caribbean (CALA) since March 2024. He previously served as Vice President of Development Caribbean & South America from September 2022 to January 2024. Before that time, he was Managing Director of Development South America & The Caribbean from July 2019 to January 2024.

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

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

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

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

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

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

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

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

Director: Marissa A. Mayer
Ms. Mayer has served as a Director of Hilton Worldwide since May 2025. She has served as the CEO and Founder of Dazzle AI Inc. since October 2025. Before that time, she served as CEO and Founder of Sunshine Products from March 2018 to October 2025. She has served as a director on the boards of Starbucks since June 2025, AT&T since March 2024, and Walmart since June 2012. She previously served as CEO, President, and Director of Yahoo!, Inc. from July 2012 to June 2017.

Director: Elizabeth A. Smith
Ms. Smith has served as a director of Hilton Worldwide since December 2013. She has been a member of the board of directors of Bloomin' Brands, Inc. since November 2009 and previously served as its Executive Chairman from April 2019 to February 2020, its Chairman from January 2012 to April 2019, and its Chief Executive Officer from November 2009 to April 2019.

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

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

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

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

ITEM 3
LITIGATION

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

A. PENDING ACTIONS

Bow Hospitality LLC v. Hilton Franchise Holding LLC (Superior Court of Kent County, Rhode Island), Case No. KC-2025-1291.

On January 24, 2025, the plaintiff filed suit against us alleging breach of contract and breach of the covenant of good faith and fair dealing under the Rhode Island Dealership Act in connection with our termination of plaintiff's franchise agreement for the Hampton Inn & Suites Providence/Warwick Airport for failing to comply with Hampton brand standards. We intend to vigorously defend our interests in this matter.

In re Extended Stay Hotel Antitrust Litigation (N.D. Cal.), Civil Case No. 4:24-civil-09060 (Class Action).

On July 24, 2024, a putative class action complaint captioned *Au v. Integrated Decisions and Systems, Inc.,* Civil Case No. 1:24-civil-06324, was filed in the United States District Court for the Northern District of Illinois against IDeaS, and several hotel defendants, including Hilton Worldwide, asserting alleged violations of Section 1 of the Sherman Act. The complaint alleges that the hotel defendants improperly shared information with competing hotels through IDeaS and used IDeaS's revenue management software to improperly set room rates in extended stay hotel markets throughout the United States.

On September 10, 2024, a substantially similar lawsuit captioned *Gonzalez v. Integrated Decisions and Systems*, Inc., Civil Case No. 1:24-civil-06324, was filed in the Northern District of Illinois. The *Gonzalez* and *Au* matters were consolidated on September 19, 2024, and the case caption was amended to *In re Extended Stay Hotel Antitrust Litigation*. On November 15, 2024, a consolidated amended complaint was filed and the matter transferred to the Northern District of California on December 13, 2024. The

hotel defendants filed a motion to dismiss which has been fully briefed and pending before the Court since October 24, 2025. Hilton Worldwide intends to vigorously defend its interests in this matter.

Hanson Dai v. SAS Institute Inc. (N.D. Cal.), Civil Case No. 4:24-cv-02537 (Class Action).

On April 26, 2024, a putative class action complaint captioned *Dai v. SAS Institute Inc.,* Civil Case No. 4:24-cv-02527, was filed in the United States District Court for the Northern District of California against Integrated Decisions and Systems, Inc. and SAS Institute, Inc. (together, "IDeaS") and several hotel defendants, including Hilton Worldwide, asserting alleged violations of Section 1 of the Sherman Act. The complaint alleges that the hotel defendants improperly shared information with competing hotels through IDeaS and used IDeaS's revenue management software to improperly set room rates in various hotel markets throughout the United States.

On June 7, 2024, a substantially similar lawsuit captioned *Steven Shattuck v. SAS Institute Inc.*, Civil Case No. 4:24-cv-03424, was filed in the Northern District of California. The *Shattuck* case was consolidated with *Dai*, and on July 15, 2024, a consolidated amended complaint was filed. The hotel defendants filed a motion to dismiss on August 29, 2024. On July 18, 2025, the Court granted the hotel defendants' motion to dismiss with leave to amend. Plaintiffs filed an amended complaint on August 25, 2025. The hotel defendants filed a motion to dismiss which has been fully briefed and pending before the court since October 20, 2025. Hilton Worldwide intends to vigorously defend its interests in this matter.

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

On March 1, 2024, plaintiff filed a class action lawsuit against Amadeus IT Group, S.A., Amadeus Hospitality Americas, Inc., and several hotel companies including Hilton Worldwide. Plaintiff alleges that the defendants violated the Sherman Act by agreeing to exchange certain data through Amadeus, thereby allegedly allowing the hotel defendants to set higher room rates at luxury hotels in certain markets. On March 25, 2024, Hilton Domestic Operating Company, Inc. was substituted as a defendant in place of Hilton Worldwide. On March 31, 2025, the Court granted the hotel defendants' motion to dismiss finding that Plaintiff failed to allege viable antitrust claims based on information sharing. On April 28, 2025, Plaintiff filed a third Amended Complaint. The hotel defendants filed a motion to dismiss which has been fully briefed and pending before the court since August 27, 2025. Hilton Worldwide intends to vigorously defend its interests in this matter.

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

On February 20, 2024, plaintiffs filed a class action lawsuit against the CoStar Group, Inc. and its subsidiary STR, Inc., together with several hotel companies including Hilton Worldwide. Plaintiffs allege that the defendants violated the Sherman Act by exchanging competitive data through Smith Travel Research (STR), owned by the CoStar and STR defendants, which allegedly resulted in higher room rates at luxury hotels in certain markets. On April 16, 2024, Hilton Domestic Operating Company Inc. was substituted as a defendant in place of Hilton Worldwide. On August 29, 2025, the Court granted the hotel defendants' motion to dismiss, with leave to amend. Plaintiffs filed an amended complaint on September 29, 2025. The hotel defendants filed a motion to dismiss which has been fully briefed and pending before the court since January 6, 2026. Hilton Domestic Operating Company intends to vigorously defend its interests in this matter.

B. CONCLUDED ACTIONS – INVOLVING OUR PREDECESSOR

None.

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

AAAA Property Partners LLC v. Hilton Franchise Holding LLC (M.D. Fla. Case No. 6:25-cv-00132-CEM-RMN).

On January 24, 2025, the plaintiff filed suit against us in Orange County, Florida (Filing No. 215324302) alleging breach of contract arising in connection with our termination of plaintiff's franchise for the Hilton Garden Inn Orlando I-4 Millenia Boulevard Mall. We terminated the franchise for material breaches of the Franchise Agreement including but not limited to payment defaults. On January 28, 2025, the matter was removed to federal court. The parties resolved the case on March 5, 2025 by agreeing to terminate the Franchise Agreement as of January 27, 2025, and the plaintiff agreed to dismiss the lawsuit and sell the property within 150 days. We also agreed not to enforce the former franchisee's post-termination obligations, including the payment of liquidated damages.

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

On May 23, 2023, the plaintiff filed suit against Hilton alleging the violations of the Texas Deceptive Trade Practices Act in relation to how mandatory guest fees are disclosed to consumers. Mandatory guest fees are amounts that hotels charge guests for certain amenities separate from the daily room rate. Plaintiff alleged that Hilton failed to include mandatory guest fees in advertisements and disclosures made to consumers during the telephone booking process, and improperly disclosed these fees only at the end of the online booking process. Plaintiff also alleged misrepresentation in instances when hotels have indicated that mandatory guest fees pay for certain amenities when those amenities were routinely provided at no cost or bundled in the room rate, and/or when amenities were advertised as free but were actually covered by the mandatory guest fee. Plaintiff sought an injunction, restitution for Texas consumers, civil penalties, attorneys' fees and costs. In January 2025, the parties settled the case. Without admitting any fault, Hilton agreed to pay Texas $2.1 million and to disclose, display, and sort guest rooms by their total cost on its hotel reservation websites, require third party platforms to do the same, inform customers of all material facts about bookings, refrain from making misrepresentations or misleading customers, and comply with Texas law.

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

On July 23, 2019, the plaintiff filed suit against Hilton alleging the violations of the Nebraska Consumer Protection Act and Uniform Deceptive Trade Practices Act in relation to how mandatory guest fees are disclosed to consumers. Mandatory guest fees are amounts that hotels charge guests for certain amenities separate and apart from the daily room rate, which may be called by different names such as resort fees, urban fees, or destination fees. Plaintiff alleged that Hilton failed to include mandatory guest fees in advertisements and disclosures made to consumers during the telephone booking process, and improperly disclosed these fees only at the end of the online booking process. Plaintiff also alleged misrepresentation in instances when hotels indicated that mandatory guest fees pay for certain amenities when those amenities were routinely provided at no cost or bundled in the room rate, and/or when amenities were advertised as free but actually covered by the mandatory guest fee. Plaintiff sought an injunction, restitution for consumers, civil penalties, and attorneys' fees and costs. In February

2024, without admitting any fault, Hilton entered into a settlement agreement with Plaintiff and agreed to pay $300,000 and clearly disclose all mandatory fees and the total price for a booking.

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

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

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

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

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

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

D. COLLECTION SUITS BROUGHT AGAINST FRANCHISEES AND FORMER FRANCHISEES IN 2025

Hilton Franchise Holding LLC v. ML Plaza Owner LLC (Cir. Ct. of Fairfax County, Virginia), Case No. CL-2026-0003448.

On February 27, 2026, we filed a complaint against a former Hilton brand franchisee for amounts past due and liquidated damages arising from the early termination of the franchise agreement for failing to pay monthly fees.

Hilton Franchise Holding LLC v. Unique Crowne Hospitality LLC et al. (E.D. Va.) Case No. 1:25-cv-01604-MSN-WEF.

On August 25, 2025, we filed a complaint against a former DoubleTree brand franchisee and its guarantor for damages and fees arising from the early termination of the franchise agreement for failing to comply with DoubleTree brand standards.

Hilton Franchise Holding LLC v. Empower Metro Center LLC (Cir. Ct. of Fairfax County, Virginia, Case No. CL-2025-0003051).

On February 28, 2025, we filed a complaint against a former Hampton brand franchisee for damages and fees arising from the early termination of the franchise agreement for failure to commence or complete the construction of the hotel. On January 14, 2026, the parties agreed to a settlement that was favorable to us and we agreed to dismiss the case.

In re: 177 BFP, LLC (US Bankruptcy Court, E.D. Penn., Case No. 25-13225-amc).

On August 14, 2025, we filed a petition in this Chapter 7 bankruptcy action to collect an unpaid judgment against a former Embassy Suites franchisee for amounts past due, liquidated damages, and attorneys' fees. The Court appointed a trustee on October 7, 2025 and a meeting of the creditors is scheduled for April 8, 2026.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

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

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
General			
Franchise Application Fee – New Development or Conversion	$100,000 plus $400 for each additional guest room or suite over 150.	With Application.	See Note 1.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Franchise Application Fee – Change of Ownership	$200,000	With Application.	See Note 1.
Franchise Application Fee – Re-licensing	$100,000	With Application.	See Note 1.
Property Improvement Plan ("PIP") Fee	$10,000	Before PIP inspection is scheduled.	Payable to prepare a PIP for a Conversion, Change of Ownership, or Re-licensing of an existing hotel. In some circumstances, we may waive the PIP fee or apply the PIP fee towards the payment of the Franchise Application Fee, but we are not obligated to do so.
Construction or Renovation Work Extension Fee	$10,000	With written request for extension.	You must start and complete the construction work or renovation work at your Hotel by the dates specified in your Franchise Agreement. See Note 2.
Computer System Fees			
OnQ Computer System Fees – Hardware, Software & Installation	Currently, between $27,590 and $83,959.	As agreed.	See Note 3.
Other Initial Start Up Fees	Currently, $5,100.	As incurred, on or before opening	This includes the initial set up fees for the GRO system, a Digital Floor Plan, and the Hilton Opening Transition Tool, which are separate from the OnQ system installation fees listed above. See Note 3.
Training			
Training Program Fees	Currently, $5,000 to $17,500.	As agreed.	We provide required training programs and materials that your general manager and other personnel in key functions must complete before opening a new Brand hotel. We may charge you for the training services and materials, including any Pre-Opening Training Resources. You must also bear the cost of wages, travel, lodging, food, and other expenses of your general manager and any other attendees. See Item 11 for details.
Miscellaneous Services and Programs			
Opening Process Services Fee	$6,000	Before opening.	This fee is to help recoup our costs in providing certain pre-opening services to help you open your Hotel, such as guidance with commercial planning, activation of appropriate programs, and tools and resources available to Brand hotels.
Procurement and Services Fees	Currently, 4% to 10% of project cost.	As agreed.	Payable if we or our affiliates furnish, supply, service or equip your Hotel at your request. These fees are in

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			addition to the cost of the products acquired for you, plus freight, sales tax and other actual costs incurred. See Note 4.
Miscellaneous Services	As agreed.	As agreed.	We or our affiliates may periodically offer you additional services. These could include additional training for you and your employees, assistance in recruiting various types of employees, and other services and programs. Most of these services and programs will be optional, but some, including systems upgrades and changes in System standards, which may require additional mandatory training or participation in additional programs, may be mandatory.

NOTES

1. All prospective franchisees must complete an Application to operate a System Hotel. The current form Application is attached as Exhibit F. When you submit the Application to us for processing, you must pay an initial fee ("Franchise Application Fee"). Once we approve your Application, the Franchise Application Fee is non-refundable except as described in this Item 5. You must provide all the information we ask for in your Application. If we approve your Application before you supply all of the information, our approval will be conditioned on receiving the rest of the information within the time we specify. If you fail to provide the rest of the information within the specified time, we may terminate our offer. If we approve your Application subject to certain requirements, we may terminate our offer if you fail to meet those requirements. If we terminate our offer, we will not refund the Franchise Application Fee. If you withdraw your Application before we approve it, or if we deny your Application, we will refund the Franchise Application Fee, without interest, less a $7,500 processing fee, which may be waived or reduced at our discretion. If your Application is for a Change of Ownership and the Change of Ownership does not occur, we will refund your Franchise Application Fee, without interest and less a $7,500 processing fee. We have occasionally agreed to give full or partial refunds or to credit the non-refundable Franchise Application Fee toward the Franchise Application Fee of another application for the Brand if submitted and approved within 6 months or less but we are not obligated to do so. If you increase the proposed number of rooms/suites after your Franchise Application is approved and before the opening of your Hotel under the Brand, you must obtain our approval and pay any additional Franchise Application Fee owed as if those additional rooms/suites were part of your original Franchise Application.

While the Franchise Application Fee is usually applied uniformly, we may elect to reduce it after considering criteria which may include: incentives for the development of hotels within the System, a hotel's market position, the property size and the number of hotels in the System operated by a franchisee. In limited and unique circumstances, we may waive part of the Franchise Application Fee or negotiate the Franchise Application Fee for franchisees with whom we have previously dealt but we are not obligated to do so, even for franchisees possessing these characteristics. In 2025, franchisees paid Franchise Application Fees ranging from $0 to $100,000 for New Development or Conversion, $25,000 to $200,000 for Change of Ownership, and from $50,000 to $100,000 for Re-licensing.

In addition to the Franchise Application Fee, if you are applying for a franchise for a hotel that was previously operated as a Network Hotel, we may require, as a condition of approving your Application, that you pay outstanding royalties and other fees due under the prior franchise agreement relating to the Network Hotel.

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

However, in New Development or Conversion projects the start date and completion date will be extended by 30 days on a rolling basis automatically without a fee unless we provide at least 60 days' notice to you that these automatic extensions will end. At that point, if you wish to request any further extension, you must submit a written request before the relevant date occurs. If we approve your request, you must pay the extension fee and we will set new project start and completion dates accordingly. Occasionally, we may permit a hotel to open before all required work is completed. If we authorize the opening of your Hotel before the Hotel Work is completed, then as of the Opening Date, any automatic extensions will no longer apply. These automatic extensions also will not apply to any Relicensing, Change of Ownership, or room addition projects.

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

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

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

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

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

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

Delphi System. You must install our required "Delphi" system, which is a cloud-based sales and events system from Amadeus Hospitality. You must pay the initial set-up costs of this system to the vendor. See Item 11 for details.

Connected Room System. You must install our "Connected Room" system, which provides an assortment of streaming apps and allows guests to control their guest room television using the Hilton Honors App. Currently, there are no initial set up costs that are payable to us or our affiliates. The initial set up costs are paid to the vendor, and the ongoing monthly support fees are paid to us. See Items 6 and 11 for details.

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

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

Hilton Opening Transition Tool. You must use Hilton Opening Transition Tool, which is a pre-opening guide for System Hotels. Currently, the license fee is up to $1,000.

The costs shown above do not include certain costs payable to third parties in connection with the OnQ system. They also do not include costs payable to third parties in connection with our required Guest Internet Access system, Delphi Sales and Events System, or the costs of optional computer system components that we may recommend (including, for example, other business computer systems outside of OnQ such as financial and accounting systems, timekeeping and payroll, point of sale, telephone, and certain inventory systems). Additionally, these costs do not include any delay or re-scheduling fees we may charge you if the opening of your hotel is delayed and/or rescheduled. See Item 11 for details. Occasionally we may offer discounts and other benefits to support the adoption of new technology components, programs, or services. All computer system costs are subject to change, and normally are not refundable. See Item 11 for a more detailed description of each of these required and recommended computer systems.

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

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
General			
Monthly Royalty Fee	6% of Gross Rooms Revenue.	Payable monthly by the 15th day of the following month.	See Note 1.
Monthly Program Fee	4% of Gross Rooms Revenue.	Payable monthly by the 15th day of the following month.	We may change the Monthly Program Fee. See Notes 1 and 2.
Room Addition Fee	Currently, $400 per guest room or suite, multiplied by the number of additional guest rooms.	Due with Application for approval.	If you add or construct additional guest rooms at the Hotel at any time after you open the Hotel under the Brand, you must pay us a Room Addition Fee and sign an amendment to the Franchise Agreement. The fee is non-refundable once we approve your Application.
Property Improvement Plan ("PIP") Fee	Currently, $10,000.	Before PIP inspection is scheduled.	Payable to prepare a PIP for a Conversion, Change of Ownership, or Re-licensing of an existing hotel, as well as any Room Addition or renovation project in which a PIP is required. In some circumstances we may waive the PIP fee, but we are not obligated to do so.
Computer System Fees			
OnQ Connectivity Fees	Currently, between $400 and $600 per month.	Billed monthly.	Fee is determined by the number of workstations and other OnQ equipment at your Hotel.
Hardware and Software Maintenance Support Fees	Currently, between $1,114 to $2,568 per month.	Billed Monthly by the 15th day of the following month.	This covers the OnQ hardware and HPMS software maintenance that is provided by us. This does not cover the maintenance of certain other hardware and software that is provided by vendors. See Item 11 for details.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
OnQ Email Fees	Currently, $7.92 per user per month and $12.50 per month for delivery to mobile devices.	Billed quarterly.	You must have at least 3 accounts.
Connected Room Maintenance Fees	Currently, $417 to $779 per month.	Billed monthly by the 15th day of the following month.	See Item 11 for details.
Delphi Sales and Events System	Currently, $858 per user per year.	Billed annually.	These license and maintenance fees are paid to HSS, which are passed-through to the vendor less a mark-up to recover certain costs. See Item 11 for details.
Guest Assistance and Quality Assurance Programs			
Guest Assistance Program: Customer Satisfaction Guarantee	Currently, $300 per handled transaction for Hilton Honors Diamond members, $250 per handled transaction for Hilton Honors Gold members, and $200 per handled transaction for all other guests.	Within 48 hours of receipt of invoice.	Payable to resolve guest complaints. Our Guest Assistance Agent may offer the guest a refund (up to the full cost of the customer's stay), complimentary return stay or Hilton Honors points to resolve the complaint to the customer's satisfaction. You are billed the cost of the rebate plus the handling fee. We may change the maximum guest rebate amount or increase the handling fee.
Guest Assistance Program: Price Match Guarantee	Hotels must honor a 25% discount off the lower rate on all approved claims.	When the stay is consumed.	The discount applies if a guest finds a lower qualifying rate for a qualified booking at your Hotel. After the Guest Assistance Department confirms the lower rate is available for booking through a third-party channel, the claim is approved and the rate is adjusted.
Past Due Design Fee	Currently, $5,000 every 90 days.	Within 10 days of billing.	Payable if you do not submit acceptable Plans and Designs (as required in your Franchise Agreement, PIP, cycled renovation, or as otherwise required in accordance with the Standards) by the applicable due dates, and every 90 days thereafter until acceptable Plans and Designs are submitted to us. See Note 3.
Brand Non-Compliance Fee	Currently, $65 to $145 per approved guest room.	Within 10 days of billing.	Payable for each consecutive Unacceptable grade on a quality assurance evaluation. This fee varies based on the nature, frequency, and circumstances of the Hotel's deficiencies. This fee is capped at a maximum of $50,000 in each 6-month period as set forth in the Standards. See Note 3.
Quality Assurance Re-Evaluation Fee	Currently, $2,500 per Re-Evaluation.	Within 10 days of billing.	Payable for: (a) each consecutive quality assurance evaluation that we conduct to verify that the Hotel's deficiencies that were identified in the prior quality assurance evaluation have been resolved (other than a Special, described below); or (b) any no-show,

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			cancellation, or refusal by you to cooperate with a scheduled quality assurance evaluation or re-evaluation. See Note 3.
Brand Non-Compliance Special Audit Fee	Currently, $3,000 per Special Audit.	Within 10 days of billing.	Payable each time we conduct a special on-site Quality Assurance evaluation ("Special Audit" or "Special"). We may conduct a Special: (a) to verify a default has been cured; (b) if your Hotel fails its opening inspection; or (c) if your Hotel fails its previous Special. See Note. 3.
Past Due Renovation Fee	Currently, $10,000 every 6 months.	Within 10 days of billing.	Payable if you do not properly complete the required construction or renovation work at your Hotel (as set forth in a PIP, cycled renovation, or as otherwise required in accordance with the Standards) by the applicable completion dates and every 6 months thereafter until the work is properly completed. See Note 3.
Service Improvement Program	Currently, $20,000 to $50,000 for each 6-month period in the program.	Within 10 days of billing.	If your Hotel falls below our minimum service quality Standards for 6 months or more, we may require you to participate in our Service Improvement Program until the deficiencies are resolved. The fee varies based on the nature, frequency, and circumstances of the Hotel's deficiencies, and is payable as long as your Hotel remains in this improvement program. See Notes 3 and 4.
Conferences and Training			
Brand Conference	Currently, $2,500 per attendee.	Before attendance.	Your general manager and director of sales (or equivalent) must attend the Brand conference, usually held annually. Dates, location and duration of the conference vary from year to year.
General Manager, Commercial and Sales Leader Training	Currently, up to $1,200 per attendee.	Before attendance.	Your general manager and other commercial leaders must complete this combined virtual learning program within 90 days of their start date. It is required for all new general managers and commercial leaders, and those who have been away from the Brand or the role for more than 24 months.
Hilton Core Sales Skills Training	Currently, up to $600 per attendee.	Before attendance.	Your director of sales, sales managers (or equivalent), and other directors or managers involved in sales must complete this mandatory virtual learning program within 90 days of their start date. We may modify or reduce this training requirement for experienced trainees. See Item 11.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Other Training Programs and Training Materials	Currently, up to $5,000 per program per attendee.	Before attendance or materials are shipped.	Some training programs are required, and others are optional. We may provide some required training courses without a course fee. In some cases, you must also pay wages, travel, lodging, food, and miscellaneous expenses of your attendees, and/or the expenses of the trainers. See Item 11.
Frequent Customer, Affiliation and Distribution Programs			
Travel Clubs	Currently, $0.30 per available room plus 10% commission. Amount may vary by program.	Billed annually on DS/TAC invoice by second quarter. For commissions: if invoiced, within 15 days, or if billed through ACH, by the 12th business day of each month.	Payable for consumed stays booked through our American Automobile Association (AAA) and Canada Automobile Association (CAA) programs. See Note 5.
Hilton Advance Fee	Currently, 1.35% of eligible Digital Direct Revenue, not to exceed $30 per stay.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of the month.	This program is intended to help drive bookings through Hilton's online direct booking channels using marketing activities, search engine optimization, social media platforms, and other methods. Digital Direct Revenue is all Gross Rooms Revenue from bookings made through our online direct booking channels such as Hilton websites and mobile apps. See Note 1.
Group Preferred Partnership Program	Currently, up to $1.80 per consumed room night, or up to 3% of Net Rooms Revenue for Select Entertainment Agencies, plus applicable commission.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	This optional program provides additional access to select top group intermediaries, and the Select Entertainment Agencies segment provides additional access to top entertainment agency intermediaries, including participation in marketing and promotions designed to drive incremental business. Net Rooms Revenue means consumed rooms revenue not including taxes or assessments. See Note 5.
Hilton Honors Frequent Traveler/Guest Reward Program	Currently, 4.6% of total eligible guest folio. This fee is waived for stays in which the guest is enrolled on-property in Hilton Honors.	10 days after billing.	You must participate in any brand specific or System-wide guest frequency or reward program. Currently, you must participate in Hilton Honors. These programs are subject to change. See Note 6.
Hilton Honors Event Planner Bonus Program	Currently, $0.0025 to $0.0050 per Hilton Honors bonus point awarded.	As incurred.	This is an optional commercial incentive program. It enables hotels to award Hilton Honors bonus points to an event planner for a group booking (or as otherwise specified in the group booking

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			contract) in addition to points earned by individual guests in the group. Event planners can earn up to 5 points per $1 of eligible booking revenue. Currently, hotels are enrolled automatically and may opt-out. In the future we may make this program mandatory. Bonus point allocations and program terms are subject to change. See Note 5.
Hilton For Business Program	Currently, up to 3% of the Gross Room Revenue per eligible consumed stay.	As incurred.	This is an optional commercial sales program. It enables small and medium size companies to manage their company travel through our platform and receive discounts, Honors points, and other benefits. Currently, hotels are enrolled automatically and may opt out annually. Program benefits and terms are subject to change. See Note 1.
Online Group Event Booking Charges	Currently, up to 2% on Brand.com, 5% on Groups360.com, and 7% on RFP bookings.	On demand.	You only pay this fee if you load inventory for group and event bookings at your Hotel through our designated online platform and the group actualizes. We will provide the definition of Booked Reservation Charges and other program details on request. Participation is currently optional but may be required in the future. Optional add-on services may be made available at additional cost. See Notes 5 and 7.
Centralized Payment Programs	Third-Party Reservation Charges: currently, up to $6.05 per stay. FastPay Program: currently, up to $1.40 per transaction, plus commission. Travel Planner Centralized Payment Program: currently, $0.19 per transaction processing charge plus up to a 10% commission. Unlimited Rewards Program: currently, $0.74 for a weekday stay (Monday -Thursday nights), $1.49 for a weekend stay with 1 Fri/Sat/Sun night, and $2.23 for a weekend stay with 2 Fri/Sat/Sun nights.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month (or for Third-party Reservation Charges, on the 20th day of each month).	These required programs centralize and automate payments to third parties, including online travel agencies, group and meeting planners, travel planners, and other sales and distribution channels. Third-Party Reservation Charges currently include the costs and fees incurred in connection with third-party reservation systems such as GDS, business transient platforms, airline reservation services, internet and other service reservation providers for using their distribution systems. Certain third-party reservation services may not be subject to this fee. The FastPay Program is a centralized payment program for group intermediaries and meeting planners. We may determine the items that are commissionable, the third parties eligible to be paid, and the commission percentages that can be paid through

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	Promotional Dollar amounts increase to $1.49, $2.73, and $3.97, respectively.		FastPay. All eligible charges must be paid through FastPay. Currently, FastPay will process commissions of up to 7% and customer rebates for designated segments. The Travel Planner Centralized Payment Program (TPCP) consolidates all commissionable consumed travel planner bookings and remits one payment per agency. The commission is payable on the total room rate and other commissionable charges, and a transaction charge is payable on commissionable and non-commissionable reservations, no-shows and cancellations. The Unlimited Rewards Travel Advisor Incentive and Loyalty Program remits funds to Avis Budget. A portion is paid to the travel planner, and Avis Budget retains the remaining amount as a processing charge. See Note 5.
Add-On Program Fee	Currently, up to 5% of the sale price of Add-On products and services sold to customers via the Add-On Program, excluding taxes.	As incurred	This program enables hotels to offer and sell certain approved products and services (“Add-Ons”) through Hilton’s direct booking channels. We may add, remove, or modify the approved Add-Ons at any time. If an Add-On is subject to the Monthly Royalty Fee or Monthly Program Fee, the Add-On Program fee will not apply. If an Add-On is sourced through HSM, Procurement and Services Fees may apply. See Item 8 for details on procurement. Currently, we do not require you to offer any Add-Ons but we may require you to offer certain Add-Ons in the future. Currently, the Add-On Program Fee does not apply to required Add-Ons. See Note 5.
Transfers, Re-licensing and Financing			
Change of Ownership Application Fee	Currently, $200,000.	With Application	Payable for any proposed transfer that does not qualify as a Permitted Transfer.
Permitted Transfer Processing Fee	Currently, $5,500.	When you submit a request for our approval	Payable for any proposed Permitted Transfer that requires our consent.
Re-licensing Application Fee	Currently, $100,000.	With Application	Payable for Re-licensing to an existing franchisee.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Lender Comfort Letter Processing Fee	Currently, $3,500 for Lender Comfort Letters and $1,500 for Lender Comfort Letter Assignments.	Before we issue the document.	We will only issue a Lender Comfort Letter or Assignment if you request it and it meets our qualifications.
Public Offering or Private Placement Processing Fee	Currently, $5,000.	When you submit a request for our approval	You must pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.
Management Fees			
Management Fees	Fees will be established by mutual agreement.	As incurred.	Payable if you enter into a management agreement with us or our affiliate. You may hire an outside management company with our approval.
Remedies and Damages			
Actual Damages Under Special Circumstances	Varies.	On demand.	Payable under certain circumstances for the termination of your Franchise Agreement.
Audit	Actual deficiency plus interest.	On demand.	Payable if audit reveals that you understated or underpaid any payment due us which is not fully offset by overpayments. If audit reveals that underpayment is willful or for 5% or more of the total amount owed for the period being inspected, you must also reimburse us for all inspection and audit costs.
Default Remedies	Reimbursement of all of our expenses.	As incurred.	Our expenses may include attorneys' fees, court costs, and other expenses reasonably incurred to protect us and the Entities or to remedy your default.
Indemnification	Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at your Hotel.	As incurred.	You must reimburse us for all expenses including attorneys' fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Franchise Agreement. You must also defend us, Hilton Worldwide, and each of such entities' current and/or future subsidiaries, and affiliates and any of their officers, directors, employees, agents, successors and assigns.
Insurance	Actual amount.	On demand.	Payable if you do not obtain or maintain the required insurance or policy limits described in the Manual, and we choose to obtain and maintain the insurance for you.
Liquidated Damages for Unauthorized Opening	$5,000 per day that your Hotel is open without authorization.	On demand.	Payable if you open before we give you written authorization to open, plus our costs, including attorneys' fees.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Liquidated Damages for Pre-Opening Termination	The System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Franchise Agreement: (1) before you begin Hotel Work and you or a Guarantor enter into an agreement for, or begin the construction or operation of, another hotel at the site within 1 year after termination; or (2) after you begin the Hotel Work but before you open (unless excused by Force Majeure). See Note 8.
Liquidated Damages for Post-Opening Termination	The greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by 60; or (b) the System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Franchise Agreement on or after the Opening Date but before the 2nd anniversary of the Opening Date. See Note 8.
	The Hotel's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate after the 2nd anniversary of the Opening Date but before the final 60 calendar months of the Term. See Note 8.
	The Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.	On demand.	Payable if we terminate the Franchise Agreement within the last 60 months of the Term. See Note 8.
Service Charges for Overdue Payments	1.5% per month or highest percentage permissible by law, whichever is less.	On demand.	Payable if you do not make any payment to us or our affiliates when due.
Taxes	Actual amount.	On demand.	Payable if any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Franchise Agreement.
Identity, Sales, and Distribution Non-Compliance Fee	Currently, $500 per instance.	On demand.	This cost-recovery fee is payable if your Hotel uses a third party intermediary for reservations or sales that is not accredited by Hilton, or fails to comply with any of the other Identity, Sales and Distribution Standards. In addition, failure to comply with the Identity, Sales and Distribution Standards may result in the loss of access to certain sales and distribution channels.
FastPay Non-compliance Fee	Varies and escalates based on the number and/or type of violations. Currently, the fees range from $500 to $3,000 per violation.	On demand	Fees will apply for non-compliance with the FastPay program policies, rules or terms. See Note 5.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Miscellaneous Services and Programs			
Consultation and Service Fees	Set by us on a project-by-project basis.	When we request.	Payable if we make consultation and/or other voluntary services available to you on request.
Consortia Program	Currently, up to $3.50 for each consumed room night booked under the Consortia "parity" rate, plus up to 10% commission or fee where applicable.	If invoiced, within 15 days. If ACH, the 12th business day of each month.	If you wish to participate in this program you must participate in these 4 programs at the same time: (a) the Consortia Program, (b) the TMC Pay-On-All-Pay-For Performance Program, (c) the TMC SMB Program, and (d) the Specialty Lodging Agency program. We may change this flat fee to a percentage-based fee of up to 1.70% of consumed room revenue. The list of participating travel agencies may change over time. See Note 5.
TMC Pay-On-All-Pay-For Performance Program	Currently, up to $1.85 for each consumed room night booked by a TMC travel agency, plus up to 10% commission or fee where applicable.	If invoiced, within 15 days. If ACH, the 12th business day of each month.	If you wish to participate in this program you must participate in these 4 programs at the same time: (a) the Consortia Program, (b) the TMC Pay-On-All-Pay-For Performance Program, (c) the TMC SMB Program, and (d) the Specialty Lodging Agency program. We may change this flat fee to a percentage-based fee of up to 1.06% of consumed room revenue. The list of participating agencies may change over time. See Note 5.
TMC Small Business (SMB) Program	Currently, up to $1.85 for each consumed room night booked by a TMC travel agency, plus up to 10% commission or fee where applicable.	If invoiced, within 15 days. If ACH, the 12th business day of each month.	If you wish to participate in this program you must participate in these 4 programs at the same time: (a) the Consortia Program, (b) the TMC Pay-On-All-Pay-For Performance Program, (c) the TMC SMB Program, and (d) the Specialty Lodging Agency program. We may change this flat fee to a percentage-based fee of up to 1.06% of consumed room revenue. The list of participating travel agencies may change over time. See Note 5.
Specialty Lodging Agency Program	Currently, up to $1.85 for each consumed room night booked by a specialty travel agency, plus up to 10% commission or fee where applicable.	If invoiced, within 15 days. If ACH, the 12th business day of each month.	If you wish to participate in this program you must participate in these 4 programs at the same time: (a) the Consortia Program, (b) the TMC Pay-On-All-Pay-For Performance Program, (c) the TMC SMB Program, and (d) the Specialty Lodging Agency program. We may change this flat fee to a percentage-based fee of up to 1.06% of consumed room revenue. The list of participating travel agencies may change over time. See Note 5.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
US Government Travel Agency Programs	Currently, up to $2.70 per consumed room night or up to 1.70% of consumed room revenue. For the FedRooms and DOD Preferred programs, the fee is currently 2.25% of consumed room revenue. US government travel agency programs are subject to changes in government travel policies.	Billed on TACS invoice. If invoiced, due within 15 days. If ACH, due on the 15th of the month.	We may enter into various government and military travel programs, which currently include FedRooms, CWTSato, DOD Preferred, Omega World Travel and ADTRAV Government. For any program that has a flat fee, we may change it to a percentage-based fee as shown here. You are not required to participate, but if you participate in the DOD Preferred Program you must also participate in the FedRooms Program at the same rate. See Note 5.
ResMax Program	Currently, 5.4% to 5.9% of consumed revenue from a ResMax booking with a 3-night maximum. This fee may vary due to hotel booking volume and other factors.	As required by us or our affiliate.	ResMax with Auto Attendant provides additional reservation call handling services by automatically transferring new reservation inquiries to an HRCC Guest Engagement Specialist. If your Hotel is not enrolled in ResMax and accepts a referral, we may charge you the applicable fee on the booking. If your Hotel transfers reservation calls to HRCC outside of the ResMax service, you may be billed up to $5.00 per call. ResMax is an optional service but may be required in certain circumstances. Program terms, eligibility, and fees are subject to change. See Note 9.
Revenue Management Consolidated Center (RMCC)	Category 1 – One Time Service Fees and Models, currently $895 to $1,815. Category 2 – Monthly Full Support Models, currently $1,355 to $15,709. Category 3 – Monthly Reports Only Models, currently $615 to $1,865. Category 4 – Monthly Lead Management Service Models, currently $999 to $5,599. Category 5 – Monthly Group Rooms Coordinator Models, currently $835 to $5,529.	Within 10 days of billing.	RMCC provides various types of support services for revenue management analysis, strategy, lead management, and coaching. Specific services or groups of services are called “service models,” and are grouped into the categories shown here. RMCC programs and services are subject to change. Your participation in RMCC is optional. However, RMCC may be required in certain circumstances. See Note 10.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Procurement and Services Fees	Currently, 4% to 10% of project cost.	As agreed.	Payable if you buy from HSM, in addition to the product cost, freight, taxes and other actual costs incurred by HSM.

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

NOTES

1. The Monthly Fees are calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or as specified by us in the Manual. "Gross Rooms Revenue" means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), Mandatory Guest Fees, late cancellation fees, and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included, and not deducted from, the calculation of Gross Rooms Revenue.

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

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

We can require you to transmit all payments required under the Franchise Agreement by wire transfer or other form of electronic funds transfer. You must bear all costs of wire transfer or other form of electronic funds transfer. We may reduce the amount of any payment or credit to you by any amount that you owe us, and this includes your and our affiliates. We occasionally reduce the Monthly Royalty Fee for multi-unit or more experienced franchisees, for franchisees with whom we have previously dealt, for Conversions, or for franchisees in other unique circumstances. However, we do not always do so and may choose not to reduce your Monthly Royalty Fee, even if you possess some or all of these characteristics. We agreed to modify the Monthly Royalty Fee in 75 instances during 2025.

2. We may change the Monthly Program Fee rate at any time. The Monthly Program Fee rate will not exceed the current rate plus 1% of Gross Rooms Revenue over the term of the Franchise Agreement. The Monthly Program Fee pays for various programs to benefit the System and/or the Network, including: (i) developing and maintaining the Reservation Service systems and support; (ii) developing and maintaining directories and Internet sites for System Hotels; (iii) advertising, promotion, publicity, public relations, market research, and other marketing programs; (iv) certain quality assurance programs; (v) certain technology programs; and (vi) administrative costs and overhead related to the administration or direction of these projects and programs. We may create or modify any programs and allocate monies derived from Monthly Program Fees to any regions or localities. The Monthly Program

Fee does not cover your costs of participating in any optional marketing programs or other programs or services periodically offered by us or our affiliates in which you voluntarily choose to participate. These fees also do not cover the cost of operating your Hotel in accordance with the Standards or the Manual. Occasionally, we may reduce the Monthly Program Fee (temporarily or periodically) in connection with special incentives or promotional programs that we provide, but we have no obligation to do so.

3. Our quality assurance program currently includes the Past Due Design Fee, Brand Non-Compliance Fees, Past Due Renovation Fee, and Service Improvement Program Fees shown here. These represent an evolution of our quality assurance program elements (in which fees were previously referred to as Quality Assurance Evaluation and Re-Evaluation Fees as applicable). More than one of these fees may apply in any particular circumstance. If any quality assurance evaluation, re-evaluation, or Special is conducted on-site, you must also provide complimentary lodgings for our representative during the evaluation. See Items 8 and 11 for details on our quality assurance program, Service Improvement Program, and cycled renovations.

4. We might make certain adjustments to the Service Improvement Program (formerly known as the Quality Improvement Program) as program updates are implemented this year, but the total fees due will not exceed $50,000 over a 6-month period, plus any applicable third-party vendor costs. See Item 11 for details.

5. We may add, remove, or modify our sales and distribution programs at any time. These programs may have individual criteria for participation, as well as policies, terms, or rules that must be met for continued participation. We may require your Hotel to participate in certain programs or combinations of programs. We may also offer optional programs at an additional cost. Some programs may utilize automatic enrollment and if your Hotel does not wish to participate it may be required to opt-out as provided in programs' policies, terms, or rules. Failure to pay fees or commissions when due, or failure to comply with the applicable program policies, terms, and rules may result in the loss of access to certain programs or individual sales and distribution channels.

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

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

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

rewards. Terms of the Hilton Honors program are subject to change. Pricing is subject to change and is reviewed annually.

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

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

7. We currently provide an online booking platform for group events that allows guests to check rates and availability and book guestrooms and event space (within certain limits on the number of rooms, room nights, and meeting space size). Guests may search for a hotel and rate and complete the booking contract online. We may pass-through all or a portion of this fee to third party vendors that help to provide or maintain the platform. This fee may be refunded or adjusted for certain cancellations or modifications. Terms and conditions of this program are subject to change.

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

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

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

If we or an affiliate manage your Hotel using the Brand (or another one of our brands) under a management agreement, which management agreement is terminated (or to be terminated), and we agree that you (or a buyer of the Hotel) may continue to operate the Hotel using the Brand under a Franchise Agreement (a “Managed-to-Franchised Conversion”), then in lieu of the liquidated damages or termination fees shown in this table, we may require liquidated damages or termination fees in

amounts that are equal to the amount of damages and other sums that would have been due under the management agreement for the same type of termination. This applies even if there is a gap in time between the termination of the management agreement and the execution of or opening under the Franchise Agreement. We cannot determine in advance the specific clause that would be required in the Franchise Agreement for this purpose, because it would depend on the terms of the management agreement being terminated. Accordingly, the specific Franchise Agreement clause and its terms would be agreed by you and us at the time of origination.

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

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

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
HAMPTON INN (89 ROOMS)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Application Fee (Note 1)	$100,000	Lump sum	With Application	Us
Property Improvement Plan (Note 2)	$0 to $10,000	Lump sum	Before we prepare PIP	Us
Market Study (Note 3)	Varies	As agreed	As incurred	Supplier
Environmental Assessment (Note 4)	Varies	As agreed	As incurred	Supplier
Real Property (Note 5)	Varies	As agreed	As agreed	Supplier
Construction and Leasehold Improvements (Notes 6 and 7)	$12,478,374 to $18,024,318	As agreed	As agreed	Suppliers

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Design and Engineering Fees	$499,135 to $720,973	As agreed	As incurred	Suppliers
Furniture, Fixtures and Equipment (Note 8)	$1,254,480 to $1,782,681	As required	As incurred	Suppliers
Inventory and Operating Equipment (Note 9)	$175,000 to $325,000	As required	As incurred	Suppliers
Signage (Note 10)	$48,750 to $75,000	As required	As incurred	Supplier
Computer Hardware and Software Systems (Note 11)	$32,685 to $86,975	Lump sum or as required	45 days before opening	Us or Supplier
Guest Internet Access System (Note 11)	$45,467 to $65,187	Lump sum or as required	45 days before opening	Supplier
Connected Room System (Note 11)	$22,345 to $26,705	Lump sum or as required	45 days before opening	Supplier
Delphi Sales and Events System (Note 11)	$990 to $16,900	As required	As incurred	Supplier
Required Pre-Opening Training (Note 12)	$5,000 to $17,500	As required	As incurred	Us and Suppliers
ADA Consultant Fee (Note 13)	$2,500 to $10,000	Lump sum	On request	Supplier
Construction/Renovation Extension Fees (Note 14)	$0 to $10,000	Lump sum	On request	Us
Insurance (Note 15)	Varies	As required	As arranged	Agent/Insurer
Organizational Expense (Note 16)	$50,000 to $139,296	As agreed	As agreed	Accountant/ Attorney
Permits, Licenses and Governmental Fees (Note 17)	$187,176 to $270,365	As required	As required	Government Agencies
Miscellaneous Pre-Opening and Project Management Expenses (Note 18)	$388,000 to $543,200	As agreed	As incurred	Suppliers
Contingencies (Note 19)	$1,247,837 to $1,802,432	As agreed	As incurred	Suppliers
Additional Funds (Note 20)	$500,000 to $700,000	As agreed	As incurred	Suppliers
Other Required Pre-opening Services Fees (Note 21)	$6,000	Lump sum	Before opening	Us

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
TOTAL (Note 22)	**$17,043,739 to $24,732,532** THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

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

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Application Fee (Note 1)	$100,000	Lump sum	With Application	Us
Property Improvement Plan (Note 2)	$0 to $10,000	Lump sum	Before we prepare PIP	Us
Market Study (Note 3)	Varies	As agreed	As incurred	Supplier
Environmental Assessment (Note 4)	Varies	As agreed	As incurred	Supplier
Real Property (Note 5)	Varies	As agreed	As agreed	Supplier
Construction and Leasehold Improvements (Notes 6 and 7)	$14,672,057 to $21,192,971	As agreed	As agreed	Suppliers
Design and Engineering Fees	$586,882 to $847,719	As agreed	As incurred	Suppliers
Furniture, Fixtures and Equipment (Note 8)	$1,517,852 to $2,156,947	As required	As incurred	Suppliers
Inventory and Operating Equipment (Note 9)	$200,000 to $350,000	As required	As incurred	Suppliers
Signage (Note 10)	$54,000 to $75,000	As required	As incurred	Supplier
Computer Hardware and Software Systems (Note 11)	$35,040 to $89,054	Lump sum or as required	45 days before opening	Us or Supplier
Guest Internet Access System (Note 11)	$57,727 to $82,766	Lump sum or as required	45 days before opening	Supplier
Connected Room System (Note 11)	$27,265 to $32,585	Lump sum or as required	45 days before opening	Supplier
Delphi Sales and Events System (Note 11)	$990 to $16,900	As required	As incurred	Supplier
Required Pre-Opening Training (Note 12)	$5,000 to $17,500	As required	As incurred	Us and Suppliers
ADA Consultant Fee (Note 13)	$2,500 to $10,000	Lump sum	On request	Supplier

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Construction/Renovation Extension Fees (Note 14)	$0 to $10,000	Lump sum	On request	Us
Insurance (Note 15)	Varies	As required	As arranged	Agent/Insurer
Organizational Expense (Note 16)	$50,000 to $139,296	As agreed	As agreed	Accountant/ Attorney
Permits, Licenses and Governmental Fees (Note 17)	$220,081 to $317,895	As required	As required	Government Agencies
Miscellaneous Pre-Opening and Project Management Expenses (Note 18)	$462,250 to $647,150	As agreed	As incurred	Suppliers
Contingencies (Note 19)	$1,467,206 to $2,119,297	As agreed	As incurred	Suppliers
Additional Funds (Note 20)	$500,000 to $900,000	As agreed	As incurred	Suppliers
Other Required Pre-opening Services Fees (Note 21)	$6,000	Lump sum	Before opening	Us
TOTAL (Note 22)	**$19,964,850 to $29,121,080** THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COSTS OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

NOTES

1. See Item 5 for additional information about the Franchise Application Fee. The Franchise Application Fee in the table is calculated based on the room count shown in this table.

2. If you apply to convert an existing hotel to a Brand hotel or apply for a Change of Ownership or Re-licensing, we charge a PIP fee to determine the upgrading requirements for the hotel

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

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

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

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

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

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

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

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

11. You must acquire and install the hardware and software for the required computer systems, including the OnQ system, Guest Internet Access system, the GRO system, Delphi Sales and Events system, Connected Room system, a Digital Floor Plan, the Digital Key system, and the Hilton Opening Transition Tool. The estimated costs to acquire and install each of these systems are shown totaled here together, other than the Guest Internet Access system, the Connected Room system, and the Delphi Sales and Events system, which are listed separately. The amounts shown here may be different than the amounts shown in Item 5 because the amounts shown here also include costs that are payable

to third parties. The operating costs during the initial period are included in the Additional Funds line in this table. See Items 5, 6, and 11 for details.

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

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

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

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

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

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

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

19. "Contingencies" means unanticipated construction cost overruns and other unanticipated expenses. Because there are so many variables for an existing hotel, we cannot estimate these pre-conversion contingencies for a franchisee converting an existing hotel. You should assume it will be at least 10% of construction costs.

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

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

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

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

General Requirements

All franchisees must build, design, furnish, equip and supply their hotels in accordance with the Standards (as defined in the Franchise Agreement). The Standards are compiled in our standards manual ("Manual"). We regularly review, modify, and implement product and service Standards. We may periodically modify and update Standards to reflect operational requirements, advances in technology, improved methods of manufacture, new materials structures and decor, new products, improved prices and other factors. We currently issue, modify and update specifications in the form of updates to the Manual.

We may periodically require you to maintain, replace, modernize, rehabilitate, and/or upgrade your Hotel's furniture, furnishings, fixtures, finishes, equipment, fittings, signs, computer hardware and software and related equipment, supplies, and other items to meet our then-current Standards. We may utilize specific renovation schedules for this purpose as part of the Standards, which we may modify at any time. These renovation schedules may be provided to you under our cycled renovation program or any replacement or other program that we utilize in accordance the Standards in the future. You are required to comply with any renovation schedule (including any cycled renovation) that applies to your Hotel. You are responsible for the costs of complying with any such renovation schedule, (including any cycled renovation) as well as any other changes that are necessary for your Hotel to remain in compliance with the Standards.

You must comply with our Standards regarding the purchase of products and services for use at and for your Hotel, including furniture, fixtures, equipment, amenities, food and beverages, operating supplies, consumable inventories, merchandise to be used at and/or sold from the Hotel, signs and graphics, uniforms, materials with logos, advertising materials, on-property guest materials, together with our required systems, programs, services, and related computer and technology platforms for property management, inventory management, revenue management, affiliation and distribution programs, frequent customer and loyalty programs, guest assistance, customer satisfaction measurement, online check-in, digital room keys, in-room entertainment and conveniences, internet access, telecommunications and telephone systems, long distance services, and any and all other systems, programs, products and services used for the operation of the Hotel, including our specifications for all supplies. You must also maintain acceptable product quality ratings at your Hotel and maintain the Hotel in accordance with the Standards. In some cases, we may require you to purchase a particular brand or type of product, fixture, furniture, equipment, or service, but you may purchase it from any authorized source of distribution.

Purchases through Hilton Worldwide and its Affiliates

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

We did not sell any goods, services or supplies to our franchisees in 2025. Hilton collects money for the Hilton Honors program for all of our brands, but transmits this money to Hilton Honors Worldwide and we do not record it as revenues. For the fiscal year ended December 31, 2025, Hilton and its other affiliates (including Hilton Honors Worldwide) had revenues from sales of goods, services, computer systems and/or supplies to franchisees of Hilton's subsidiaries of $1,146,094,244 (for clarity this

excludes royalty and program fees, pass-through commissions, and the HSM amounts described below).

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

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

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

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

For the fiscal year ended December 31, 2025, HSM had revenues of $27,441,465 in rebates and allowances on purchases made by franchisees of all of our brands.

For the fiscal year ended December 31, 2025, HSM had revenues from sales of goods, services and/or supplies to franchisees of all of our brands of $10,667,067. In addition, HSM receives cash discounts for early payment on orders it places with manufacturers and suppliers to fill purchase orders placed with it by franchisees of all of our brands.

HSM negotiates pricing and purchasing terms with manufacturers and suppliers for the benefit of our System. HSM may receive an administrative fee from manufacturers and suppliers that is on average between 1.0% and 4.5% by category of the purchases made by our franchisees (depending on the specific item). For the fiscal year ended December 31, 2025, HSM had revenues of $54,141,339 in administrative fees on purchases made by franchisees of all of our brands.

If you want to use a product, or a particular brand or model, that has not been specified as having met our standards, or if you want to purchase from an unapproved supplier an item that must be purchased from an approved supplier, then you can submit a written request for us to approve the product or

supplier. We may require certain information or samples which you must provide at your expense. We will review all of the pertinent information. While we have no obligation to respond within a certain timeframe, our review typically takes 60 to 90 days to complete. We do not provide any material benefit (such as license renewal or the grant of additional licenses) to a franchisee based on a franchisee's use of designated or pre-approved suppliers (the Franchise Agreement is non-renewable).

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

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

Signage and Other Trademarked Items

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

You must purchase operating supplies, inventory, and other items bearing our logos, trademarks, and service marks from suppliers approved and licensed by us. You may contact us for a current list in your area.

Reservation Service

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

Business Computer Systems

You must use our required business computer systems, which we may periodically change. Currently, we require you to use OnQ, which connects System Hotels to Hilton's reservation offices and travel planners worldwide. For OnQ you must have certain hardware, software, installation, and support. We also require you to use our required Guest Internet Access System. For Guest Internet Access you must have certain hardware, software, an internet access circuit, and internet service. In addition, you must have our designated GRO System, Delphi system, Connected Room system, a Digital Floor Plan, and Digital Key system that meet our Standards and specifications. All of these components must be

acquired from either HSS or preferred providers or may be acquired from other (non-preferred) vendors, depending on the specific product or service and the individual circumstances of your Hotel. We will provide you with our Standards and specifications as appropriate, but we do not issue Standards or technical specifications that are proprietary or confidential without protections in place that we deem sufficient (such as vendor confidentiality agreements). At certain times there might be only one approved or preferred vendor for certain hardware components or software applications, such as the GRO system, the Delphi system, and if your system uses the PEP property management system, the PEP local exchange gateway (LEG) device. See Items 5, 6, and 11 for details. In the future, any of the products or services may be manufactured or provided by an approved supplier who is also our client or supplier. See Item 8 above regarding HSS and other affiliate revenues related to the required business computer systems.

Promotional Programs

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

Construction and Renovation

Before we permit you to proceed with your plans for construction or remodeling of the hotel, and any time you make changes that affect usability or access to your Hotel, your architect or other applicable certified professional must certify to us that the hotel's plans and specifications comply with all laws related to accessibility for those with disabilities, as further described in the Manual. You may also be required to complete an ADA Survey, in conjunction with an approved ADA consultant and in the form required by us, to determine if the hotel is in compliance with the ADA within 30 days of our request. The process for completing the survey, and other requirements related to it, are in the Manual. If requested, you must arrange for us and/or our affiliates to participate in all progress meetings during the development and construction of the hotel, to have access to all contract and construction documents for the hotel and to have access to the hotel during reasonable business hours to inspect the hotel and its construction, completion, furnishing and equipment for conformity to the finally-approved construction documents. However, we and our affiliates have no obligation to participate in progress meetings or to inspect the hotel. Our approval is not a representation of the adequacy of the plans and specifications, the structural integrity, or the sufficiency of the mechanical and electrical systems for the hotel. When you begin construction or conversion of the hotel and before your Hotel opens for business, both you and your architect or general contractor must provide us with a certificate stating that the plans and as-built premises comply with all applicable legal requirements relating to accessibility for those with disabilities, as described in the Manual. If the hotel does not comply with the ADA, you must submit a plan to the ADA consultant detailing the plan to bring the hotel into compliance, using the process set out in the Manual. We may choose not to approve your opening if your Hotel is not compliant with the ADA.

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

During the term of the Franchise Agreement and any term extensions, we may periodically require you to make additional expenditures and investments to update and maintain your Hotel in accordance with the System Standards, to comply with any applicable renovation schedule (including any cycled renovation), and to remove any deficiencies in your Hotel's operations. We may periodically require you to maintain, replace, modernize, rehabilitate, and/or upgrade your Hotel's furniture, furnishings, fixtures, finishes, equipment, fittings, signs, computer hardware and software and related equipment, supplies, inventory, and other items to meet our then-current Standards. We may utilize specific renovation schedules for this purpose as part of the Standards, which we may modify at any time. These renovation schedules may require significant renovations to the premises as well as the periodic replacement of case goods and soft goods at your Hotel. We may provide renovation schedules to you under our cycled renovation program, or any replacement program that we may utilize under the Standards. You are required to comply with each renovation schedule that applies to your Hotel. You are responsible for the costs of complying with any such renovation schedule (including any cycled renovation program requirements), as well as any other changes that are necessary for your Hotel to remain in compliance with the Standards.

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

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in HITS Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1, 5.1.15 and 5.1.16; Addendum	Not applicable	7 and 11
b. Pre-opening purchases and leases	1, 6.1.2, 6.2, 6.3; Addendum	1.1 and 2.1; Order Doc 1.1 to 1.11 and 4 to 10; Schedule B-1	5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	1, 5.1.17, 6.2, 6.3 and 6.5; Addendum	1.1	5, 6, 7, 8, and 11
d. Initial and ongoing training	4.1, 5.1.5	Order Doc 1.3	5, 6, 11 and 15
e. Opening	1 and 6.4	1.1	7 and 11
f. Fees	1, 4.1, 4.3, 4.5, 5.1.20, 5.1.21, 5.1.28, 6.3.3, 6.4.2, 6.6.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 12.2.1.2, 12.2.2.1, 12.2.2.3, 12.3.2; Addendum	1.1, 2.2, 4.3; Order Doc 1.4, 1.10, 2.3, 3.1, 4.1 and 4.2; Schedule B-2	5, 6, 7 and 16

Obligation	Section in Franchise Agreement	Section in HITS Agreement	Disclosure Document Item
g. Compliance with Standards and Manual	1, 4.5, 4.8, 5, 6.1.4, 6.2, 6.6.1, and 7.0	1.1, 2.1; Order Doc 7	8, 11, 13, 14, 15 and 16
h. Trademarks and Proprietary Information	1, 5.1.14 and 9; Addendum	1.1, 2.1, 2.3; Order Doc 7; Schedule A, B-2	13 and 14
i. Restrictions on products and services offered	5.1.17, 5.1.18, 5.1.23, 5.1.24 and 5.1.26	1.1	8 and 16
j. Warranty and customer service requirements	5.1.8, 5.1.20 and 5.1.28	1.1	6, 8 and 16
k. Territorial development and sales quotas	Not applicable	Not applicable	12
l. Ongoing product and service purchases	1, 5.1.3 and 5.1.6	2.1	6 and 8
m. Maintenance, appearance and remodeling requirements	5.1.4 and 6.6	2.1; Order Doc 2, 4.2; Schedule A, B-2; L	8 and 11
n. Insurance	5.1.22	1.1; Schedule B-1	6 and 7
o. Advertising	5.1.7, 5.1.13, 5.1.19 and 5.1.20; Addendum	1.1	6 and 11
p. Indemnification	1 and 14; Guaranty	1.1, 5.4	6
q. Owner's participation, management and staffing	1, 4.3, 5.1.25, 5.1.27, 7.1 and 15.1; Addendum	Not applicable	15
r. Records and reports	10.1 and 10.2; Addendum; Guaranty	1.1; Article 3	Not applicable
s. Inspections and audits	4.5 and 10.3; Addendum	1.1; Article 3	6 and 8
t. Transfer	1 and 12	2.1	17
u. Renewal	Not applicable	Not applicable	17
v. Post-termination obligations	13.6	1.1, 4.2; Schedule B-2	17
w. Non-competition covenants	5.1.29, 7.2 and 7.3	1.1	17
x. Dispute resolution	16.2.1, 16.2.2	1.1; Schedule C-1	17
y. Other: Guaranty of franchisee's obligations	1, 5.1.15, 8.6 and Guaranty	1.1	15
z. Other: Liquidated Damages	6.4.4.1 and 13.4	1.1	17

ITEM 10
FINANCING

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

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

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

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

We generally do not offer any other financing or guarantee any note, lease, or other obligations. However, in unique or rare circumstances we may choose to offer other types of financing such as, for example, a mezzanine loan or a guaranty of your note, lease, or other obligations. In that event, the arrangements we offer would be based on the unique circumstances and financial situation of your Hotel. As a result, we cannot determine in advance the key terms such as, for example, the amount, term, repayment obligations, interest, fees, costs, penalties, security interests, default provisions, and other conditions or requirements. We also cannot determine in advance the type of documentation that would be required such as, for example, notes, guarantees, security agreements, mortgages, deeds, assignments, equity pledges, credit letters, intercreditor agreements, or other instruments. We do not have sample forms of these types of documents. These documents and each of their terms would be agreed at the time of origination.

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

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

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

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

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

Pre-Opening Phase Obligations

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

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

2. Before you retain or engage an architect, interior designer, general contractor and major subcontractors, we will review your selection, and you must obtain our prior written consent (Franchise Agreement, Section 6.1.1).

3. We will review the plans, layouts and specifications, drawings and designs for constructing and furnishing your Hotel, including guest room areas, and grant or deny approval, which may be conditioned on your architect or other certified professional certifying to us that the Plans comply with all laws related to accessibility for those with disabilities. You may not start construction until you receive our approval. Once you receive our approval, you may not make any changes

to the plans without our advance consent (Franchise Agreement, Sections 6.1.2, 6.1.3 and 6.1.4).

4. We will review and approve or disapprove your proposed management of the hotel. (Franchise Agreement, Section 7.0). In evaluating the proposed management, we look at the proposed management organizational structure, prior experience and performance in managing similar first-class, focused-service hotels, as well as other relevant factors. If we do not approve your proposed management, then we will require you to hire a professional hotel management company satisfactory to us to manage the hotel for at least the first year of operations. At the end of the year, if you request it, we will reevaluate this requirement.

5. We will provide you with the HITS Agreement (which will be countersigned by HSS) before you open your Hotel. The HITS Agreement governs your access to and use of OnQ, Hilton's proprietary computerized business system which is an integral part of the System we license to you (see Computer System below). The HITS Agreement also governs the installation and on-going support and maintenance of your Guest Internet Access service (HITS Agreement, Exhibit G).

6. We will make available to you for use in your Hotel various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we or Hilton may have and which we make available to other Brand franchisees (Franchise Agreement, Section 4.7).

7. We will specify required and optional training programs. (Franchise Agreement, Section 4.1). You must pay a fee for these programs and the training materials. You must also pay for travel, lodging and other expenses associated with training (see Training below).

We are not obligated to assist you with locating, purchasing or leasing a site for your Hotel. We may require you to provide us with evidence that is satisfactory to us showing your title to, or long-term possessory interest in, the real property on which the Hotel will be sited, such as a deed, lease, or similar instrument.

Computer System

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

The OnQ System

OnQ Hardware and Software. You must use authorized hardware and the required software for the OnQ system. You may acquire the authorized hardware from HSS or its preferred providers, or you may purchase or lease it through other third-party providers. If you acquire the hardware from another

(non-preferred) third party, you must also pay HSS for its reasonable expenses in determining that it conforms to our specifications. You must also pay for all necessary communications vehicles for OnQ (wide area network connections, electronic mail, and Internet connections), along with the installation and configuration costs, and travel and other expenses of the employees and vendors who perform the installation and configuration services.

The property management system component within the OnQ system is called the Hilton Property Management System ("HPMS"). You are required to license the HPMS software from our affiliate, HSS. HSS is the only supplier of the HPMS software because of its proprietary nature. We are not able to determine a separate market price because there is no third-party market for this product in its entirety. You must pay for the reasonable travel and other expenses of HSS employees and vendors who install and maintain the software. If you purchase the standard hardware and software from HSS, we estimate it will cost between $27,590 and $83,959. This includes hardware, software, installation and certain other costs and fees, and is based on the size of the hotel and number of workstations. These fees are not refundable.

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

OnQ Connectivity. The cost for OnQ connectivity is billed to you by HSS, and costs between $400 and $600 per month. Billing will begin when your Hotel's internet access circuit is installed, about 45 days before opening. These fees are not refundable (see HITS Agreement, Order Document Section 1.7).

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

Hardware and Software Maintenance and Support. HSS provides maintenance upgrades on HPMS software. In addition, you must sign a hardware maintenance contract for OnQ hardware and you must pay the first month's fee within 30 days after shipment of the hardware. The cost varies based on the size of the hotel and number of workstations. Currently, we estimate these fees will range between $1,114 to $2,568 per month ($13,368 and $30,816 per year). These fees are not refundable (see HITS Agreement, Schedule B-2).

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

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

Guest Internet Access System

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

Guest Internet Access Hardware and Software. The hardware and software for Guest Internet Access will be provided by, installed by, and maintained by our preferred providers. In addition to the hardware and software costs, you must pay for all necessary communication vehicles (phone lines, network connections), installation and configuration costs, and travel and other expenses of the vendors who perform the installation and configuration services. We estimate that it will cost between $45,467 and $65,187 for an 89-room hotel, and between $57,727 and $82,766 for a 113-room hotel for Guest Internet Access hardware, software, installation, and certain other costs and fees, excluding taxes or structured cable and cabling installation.

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

Guest Internet Access Service. You must also arrange and pay for the ongoing Guest Internet Access service. You must purchase this service from a preferred provider. The cost will depend on your Hotel's size and number of meeting rooms. Currently, we estimate that it will cost between $400 and $712 per month ($4,800 to $8,544 per year) for an 89-room hotel, and between $484 and $904 per month ($5,808 to $10,848 per year) for a 113-room hotel. This estimate includes the monthly service for the 24x7 call center support and equipment break-fix maintenance. Your costs will depend on your Hotel's size and number of meeting rooms. These fees are normally not refundable.

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

GRO System

You must install our required Global Revenue Optimization ("GRO") system. The GRO system is an online application that utilizes third-party software to provide pricing recommendations for your Hotel based on robust data analytics and forecasting. The GRO system integrates with the OnQ system for ease of operation. You are not required to adopt the pricing recommendations provided by GRO.

Currently, the GRO system is based on a solution provided by Integrated Decisions and Systems, Inc. ("IDeaS"), which provides maintenance and customer support services for the application. We may provide additional support. There are no other approved vendors at this time. We are not obligated to provide any maintenance or updates for the GRO system. The system is updated and maintained centrally by IDeaS. We will have independent access to your Hotel's information stored in this system. There are no contractual limitations on our right to access this information. Currently, you must pay for a portion of the installation costs of the GRO system at your Hotel, which is currently about $3,400. Currently, you are not required to pay an ongoing fee to use this system.

Connected Room System

We may require you to install our "Connected Room" system, which provides an assortment of streaming apps and allows guests to control their guest room television using the Hilton Honors App. This system requires a control module that is connected to each in-room television along with certain electrical fixtures, which you must purchase from us or our approved vendors. The cost of this system is currently between $22,345 and $26,705 for an 89-room hotel and between $27,265 and $32,585 for a 113-room hotel, and the cost of the electrical fixtures is competitive with equivalent standard fixtures. The initial installation costs are paid to the vendor before opening. You must also have maintenance and support from us or an approved vendor, which is paid to us and currently costs between $417 and $671 per month ($5,004 to $8,052 per year) for an 89-room hotel and between $501 and $779 per month ($6,012 to $9,348 per year) for a 113-room hotel. These costs are normally not refundable.

Delphi System

You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality, in a configuration we approve. The set-up costs of this system are between $990 and $16,900. Additional set-up costs may apply, depending on the implementation approach you choose and the specific needs of your Hotel. You will pay the set-up costs to the vendor directly. You must also pay annual license fees and maintenance costs of $858 per user per year. You will pay all Delphi system fees to HSS, which are passed through to the vendor. The optional on-property license fee includes a mark-up of up to 12%, which we keep to help cover our costs in developing and maintaining the Delphi system for Network Hotels. Depending on your Hotel's technology configuration, you may be required to utilize the MeetingBroker lead distribution platform, which integrates with Delphi.fdc and other group booking systems. MeetingBroker is also powered by Amadeus Hospitality. There are no separate fees for the MeetingBroker lead distribution platform, although you may be required to sign a separate license agreement with Amadeus Hospitality to use it. We are not obligated to provide any maintenance or updates for them. You must maintain and update the system at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. We will have independent access to your Hotel's event sales information stored in these systems (including accounts, inventory, bookings and other data). There are no contractual limitations on our right to access this information.

Digital Floor Plan

You must pay $1,500 for the preparation of a Digital Floor Plan for your Hotel. HSS will have the Digital Floor Plan prepared by a local vendor. The floor plan will be used by us and our affiliates, including Hilton Honors Worldwide, to allow Hilton Honors guests to choose their room from a map of the hotel and enable digital check-in. This fee is paid to HSS before opening and is not refundable.

Digital Key

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

Other Business Systems

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

Training

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

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

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

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

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Brand Conference (Note 1)	Varies	0	Varies
General Manager, Commercial and Sales Leader Training (Note 2)	Up to 18	0	Virtual
Hilton Property Management System (HPMS) Training (Note 3)	1-5	0	Online
OnQ Rate & Inventory and GRO Training (Note 4)	5	0	Online
Hilton Honors Training (Note 5)	1	1	Online or On-site
Hilton Core Sales Skills (Note 6)	24	0	Virtual
ADA Training (Note 7)	Varies	0	Online
Annual Compliance Training (Note 8)	2-3	0	Online or On-site
Pre-Opening Training Resources (Note 9)	Varies	0	On-site
Owner Orientation (Note 10)	16	0	Virtual
New to Hospitality Owner Education (Note 11)	20	0	Virtual
Welcome to Hilton Orientation (Note 12)	4 to 8	0	On-site
Service Skills Training (Note 13)	2 to 3	0	Online and On-site

NOTES

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

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

3. **Hilton Property Management System (HPMS) Training.** Before the opening of your Hotel, all Hotel staff that will be utilizing HPMS must first complete their respective training based on their role. This training is mandatory for all personnel working in the designated subject areas. We will verify that all front desk staff and management have successfully completed training. If your staff have not completed the required training, the opening of your Hotel may be delayed. Currently, there is no separate fee for this training.

4. **OnQ Rate & Inventory and GRO Training**. Before your Hotel opens, all staff that will be utilizing the OnQ Rate and Inventory Management component must complete their respective self-paced web-based training and obtain a certificate of completion. We will verify that all reservations and revenue management staff have successfully completed training and have passed a certification test by at least a minimum score of 80%. Up to 3 of your management staff must be certified, based on the number of rooms. If your staff does not attain the minimum score, the opening of your Hotel may be delayed. Currently there is no separate fee for this training.

5. **Hilton Honors Training**. The Hilton Honors Training is online through Hilton University. This training program is mandatory for all management personnel in key functions and applicable front office personnel and must be completed before the Hotel opens, or is converted, or within 14 to 45 days of their start date, depending on job position. Currently, there is no separate fee for this training.

6. **Hilton Core Sales Skills.** All designated commercial leaders and sales staff must successfully complete this certification program within 90 days of their start date. This program teaches Hilton's sales process and reinforces critical consultative selling skills. Attendees must complete the applicable track to complete the certification: The "Foundations" track is for attendees with less than 2 years of experience. It consists of a 6-week blended learning program. The "Accelerated" track is for attendees with 2 or more years of experience. It consists of a 2-week blended learning program. Currently, the cost is up to $600 per attendee.

7. **ADA Training**. If you engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer for the Hotel, we may require you or personnel you designate to attend an online training in order to complete an independent survey conducted by an ADA consultant to determine the Hotel's compliance with the ADA. Currently, there is no separate fee for this training.

8. **Annual Compliance Training**. Your Hotel must meet annual compliance training requirements. Annual compliance training topics may include human trafficking prevention, disability awareness, cyber security, and other topics we determine. We offer annual compliance training at no cost. Alternatively, you may choose to obtain this training from a vendor of your choice, in which case the cost would be agreed between you and the vendor. We can provide vendor recommendations upon request. We estimate vendor fees would typically cost $25 to $50 per person, per topic.

9. **Pre-Opening Training Resources.** Your Hotel is provided unlimited access to brand hospitality tools and resources including intro webinars and staff workshops. Currently there is no separate fee for this training.

10. **Owner Orientation**. Owner orientation is required for all franchisees or management company representatives who are new to the Hilton Worldwide Brands 12-18 months before the opening of your Hotel. Either you or the person you designate to supervise your general manager must attend. If a Change of Ownership takes place and the transferee is a first-time Brand franchisee, they must attend this program within 180 days of the date of the transfer. Currently, there is no separate fee for this program.

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

12. **Welcome to Hilton Orientation.** All new Hotel staff must complete this orientation within 7 days of their start date. This orientation is conducted by designated trainers at the Hotel or as otherwise approved by us. This orientation currently includes three sessions: Welcome to Hilton, Welcome to Your Brand, and Welcome to Your Hotel. Currently, there is no additional fee for this training.

13. **Service Skills Training**. All Hotel staff must complete this training within 7 days of their start date. It is designed to enable the Hotel to deliver reliable and friendly guest experiences using e-learning, instructor-led training, and leader resources. We may utilize different titles for this training. Currently there is no separate fee for this training.

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

Our instructors and presenters generally have a minimum of 2 to 5 years' experience in the subject taught. We use a variety of instructional materials in connection with our training programs, including our Manual, virtually led live learning labs, self-paced eLearning, webinars, e-books, digital programs, social learning opportunities, on-the-job learning recommendations, and a variety of printed and multimedia resources. We may modify these materials or use other materials for the training programs.

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

Operational Phase Services

During the operation of the franchised business, we will:

1. Periodically publish (either in hard copy or electronic form or both) and make available to the traveling public a directory that includes System Hotels, including your Hotel. Additionally, we will include the Hotel, or cause the Hotel to be included, where applicable, in advertising of System Hotels and in international, national and regional marketing programs offered by us, subject to and in accordance with our general practice for System Hotels (Franchise Agreement, Section 4.4).

2. Afford you access to the Reservation Service on the same basis as other System Hotels, as long as you are in full compliance with the obligations set forth in the Franchise Agreement, including all Standards set forth in the Manual. Our Reservation Service currently connects System Hotels to our global reservations database and global distribution systems. (Franchise Agreement, Section 4.2). However, if your Hotel is in default we may suspend our obligations to you under the Franchise Agreement, including removing the listing of your Hotel from any

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

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

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

Quality Assurance Program

Our quality assurance program has multiple components. Under this program, we conduct periodic inspections of the Hotel and guest satisfaction surveys, audits, and assessments, to ensure your Hotel's compliance with PIP requirements, cycled renovation requirements, and overall System Standards. Our quality assurance fees are listed in Item 6. The intent of these fees is to recoup our actual costs as well as damage and losses incurred in connection with harm done to the Brand's reputation and goodwill as a result of quality and service failures at Brand hotels. Accordingly, any amounts collected in excess of our costs will be used to supplement the Monthly Program Fee for the benefit of the System and Network as described below, and will not be retained by us.

Our Service Improvement Program (formerly known as the Quality Improvement Program) is a part of our quality assurance program. Any hotel that fails to meet our minimum Service Standards for more than 6 continuous months may be required to participate in our Service Improvement Program, which consists of: (a) completion of a Service Improvement Plan for your Hotel; (b) you or your management's successful completion of our service improvement process (which may include additional assessments, re-training, consulting and coaching, or other steps administered by us or third-party vendors we designate); and (c) payment of the applicable Service Improvement program fees. We may waive one or more these requirements based on the particular circumstances at individual hotels. We plan to implement these updates to our Service Improvement Program later this year. At that time, we might make certain adjustments to the program components and fees. See Item 6.

Advertising

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

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

reasonably believe is not in the best interest of your Hotel or the System, even if we previously approved the materials. Any advertising or promotional materials, or sales or marketing concepts, you develop for your Hotel that we approve may be used by other hotels in the System without any compensation to you. (Franchise Agreement, Section 5.1.7).

You may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your Hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels and Network Hotels. You also may not utilize a list of customers (whether acquired before or during the term of your franchise) without our prior approval. The term "System Hotels" means hotels operating under the System using the Brand name and the Standards. The term "Network" means the elements, including know-how, that we or our Affiliates designate to distinguish the hotels, inns, conference centers, timeshare or residential properties and other hospitality-related businesses that Hilton Worldwide and its subsidiaries own, control, license, lease, operate or manage now or in the future. The term "Network Hotel" means any hotel, inn, conference center, timeshare or residential property or other hospitality-related business within the Network.

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

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

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

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

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

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

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

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

operating your Hotel in accordance with the standards in the Manual. (Franchise Agreement, Section 4.4).

Web Sites

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

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

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

Advance Purchase Program

Hilton’s Advance Purchase Program provides guests with the ability to pay for hotel reservations in advance in exchange for receiving a discounted room rate. You may but are not required to participate in this optional program. Currently, we charge a fee of 4.5% of the advance payments received (“Advance Purchase Fee”). Guests typically make advance payments using their credit or debit cards. In 2024, we rolled out an enhancement to this program that permits guests to make payments with certain third-party digital payment apps and online services such as Google Pay and Apple Pay. The third-party apps/payment providers may change over time. If you choose to participate in the Advance Purchase Program you will be required to offer digital payments as an option to your guests. You must also open a merchant account and sign a Licensee Merchant Agreement with a third-party vendor called Adyen N.V. (“Adyen”) and a Refund Authorization with us. Adyen provides electronic payment processing services for this program. Currently, you do not have to pay any additional fees to us or to Adyen to enroll in the digital payments option and the Advance Purchase Fee will be waived. However, Adyen may charge certain transaction, processing, or service fees that apply to your account. If you wish to participate in the Advance Purchase Program, we will provide complete details

on request. We may modify this program and make this program or some of its components mandatory in the future.

Time Frame for Opening the Hotel

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

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

ITEM 12
TERRITORY

We grant franchisees a non-exclusive license to use the System during the term of the Franchise Agreement to operate a franchised hotel at a specified location. There are no provisions in the standard Franchise Agreement granting franchisees a protected area or territory. You will not receive an exclusive territory. You may face competition from other franchisees, from hotels that our affiliates own, or from other channels of distribution or competitive brands that we control. The standard Franchise Agreement permits us to own, operate, manage, franchise, license, lease, or affiliate or associate with any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, a competitive brand, or otherwise, at any time and in any location. We and our affiliates have the right to engage in any Other Businesses, even if they compete with your Hotel, the Brand, System Hotels, or Network Hotels, and whether we or our affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, affiliate or associate with, such Other Businesses.

We may also: (a) modify the System by adding, altering, or deleting elements of the System; (b) use or license to others all or part of the System; (c) use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and (d) use the System, the Brand, and the Marks in the Other Businesses. You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including, but not limited to, liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty. “Other Businesses” means any business activity we or our affiliates engage in, other than the licensing of your Hotel.

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

1. **Restricted Area**. The boundaries of the Restricted Area will normally depend on the relevant market in the immediate area and competitive circumstances in the relevant market when you sign the Franchise Agreement. The boundaries will vary in size and shape from hotel to hotel. Boundaries will not be delineated according to any standard formula, but may be delineated in various ways, including references to cities, metropolitan areas, counties or other political subdivisions, references to streets or highways, or references to an area encompassed within a radius of specified distance from the front door of the hotel.

2. **Restricted Area Provision**. The Restricted Area Provision will typically restrict us and our affiliates from operating, or authorizing someone else to operate, another Brand hotel during the Restrictive Period and within the Restricted Area (except as described in Paragraph 3 below). In the Restricted Area Provision, the term 'Brand' means the name used to identify the chain of hotels operated under the same Chain Code and Standards. For purposes of the Restricted Area Provision only, the Brand will also include all hotels and motels under the "Hampton," "Hampton Inn" and "Hampton Inn & Suites" brands. But it will exclude any other brands or product lines containing "Hampton" in the name. It will also exclude Hilton Worldwide Holdings Inc., its affiliates, and other chains of hotels that include the word "Hilton" as part of their brand name (such as "Hilton Garden Inn," "DoubleTree by Hilton" or "Homewood Suites by Hilton").

3. **Exclusions from the Restricted Area Provision**: The Restricted Area Provision will generally not apply to: (a) any hotel or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date, or any hotel located or to be located within the Restricted Area that replaces such hotel under the Brand; (b) hotels or motels under brands other than the Brand; (c) hotels or motels that will not begin operating under the Brand until after the expiration of the Restrictive Period; (d) gaming-oriented hotels or facilities using the Brand; (e) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Brand; and (f) any hotels, motels, or inns that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name.

4. **Restrictive Period**. The Restrictive Period will normally be for an agreed-on time period. Generally, this period will be shorter than the term of the Franchise Agreement, usually tied to a specified number of years from the date your Franchise Application was approved. In some cases, the Restrictive Period may reduce in geographic scope after an agreed-on time period. The continuation of the Restrictive Period will not depend on your achieving any particular sales volume or market penetration. An increase in population in the Restricted Area will not affect it and there are no other circumstances when your Restricted Area may be altered. Historically, we have extended the Restrictive Period for the full term of the Franchise Agreement; however, we do not intend to do so in the future. Those restrictions as to entities other than us may lapse if the Brand is no longer affiliated with Hilton Worldwide.

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

PROVIDE THAT TERRITORIAL RESTRICTIONS AND/OR AREA RESTRICTIONS ARE VOID, VOIDABLE AND/OR SUPERSEDED BY LAW.

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

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

We may enter into certain types of distribution, marketing, and/or loyalty relationships ("Strategic Partnerships") with third-party companies or vendors ("Strategic Partners") under which guests can make reservations and purchases through our Reservation Service and distribution system, and Hilton Honors members may receive benefits at such businesses. These Strategic Partnerships are "Other Businesses" under the Franchise Agreement. Strategic Partners are not Hilton Worldwide Brands. Strategic Partners are not our corporate affiliates, and do not offer franchises or management agreements for any of the Hilton Worldwide Brands. We may enter into, terminate, or modify any Strategic Partnership anywhere, at any time, in our discretion. Strategic Partners' businesses may be located in and near your area, including within your Restricted Area (if any). Your Hotel may compete with any hotels, motels, inns, campsites, other lodging facilities or accommodations, as well as any tours, excursions, or other customer experiences, products, or services offered by our Strategic Partners or through any of our Strategic Partnerships anywhere, at any time, other than as provided in your Restricted Area Provision (if any).

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

We and our affiliates engage in a wide range of business activities in lodging, hospitality, and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your Hotel, the System, System Hotels, the Network, and Network Hotels. We and our affiliates may own, operate, manage, franchise, license, lease, affiliate or associate with, acquire or establish, or serve as franchisee or licensee for, competitive guest lodging businesses or any other businesses or networks anywhere, at any time, including within your Restricted Area, under any brands or marks (provided that your Restricted Area protections, if any, will be observed). We and/or our affiliates may also furnish services, products, advice, and support to competitive guest lodging businesses or any other businesses, facilities, networks, properties or concepts located anywhere, at any time, including in your Restricted Area, in any manner we or our affiliates determine. We or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging businesses or any other businesses located anywhere, at any time (provided that your Restricted Area protections, if any, will be observed). Further, we and/or our affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging businesses or any other business regardless of the location of that business, network, chain, or other business's facilities, including within your Restricted Area, and that following such activity we may own, operate, manage, franchise, license, or lease those other facilities under any brands or marks anywhere, at any time, regardless of the location of those businesses or facilities (provided that your Restricted Area protections, if any, will be observed). There is no mechanism for resolving any conflicts that may arise between your Hotel and other hotels or businesses described in this paragraph.

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

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

ITEM 13
TRADEMARKS

Trademark Use: Your Rights

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

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

Mark	Registration Number	Registration Date
Hampton (words)	2482431	August 28, 2001
Hampton Inn (words)	1305512	November 13, 1984
Hampton Inn (logo)	1343583	June 18, 1985
Hampton Inn (logo lined for color)	1343584	June 18, 1985
Hampton Inn & Suites (chevron logo)	2994884	September 13, 2005
Hampton Inn & Suites (words)	1935900	November 14, 1995
Hampton Inn & Suites (logo)	2079257	July 15, 1997
Hampton by Hilton	7960780	September 23, 2025
Hampton by Hilton (logo)	7780170	April 29, 2025

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

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

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

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

Under the Franchise Agreement, you acknowledge and agree that you are not acquiring the right to use any service marks, copyrights, trademarks, logos, designs, insignia, emblems, symbols, designs, slogans, distinguishing characteristics, trade names, domain names or other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

Use of the Marks: Your Duties

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

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

Agreements, Proceedings, Litigation and Infringing Uses

There are no agreements currently in effect which significantly limit our rights to use or license the use of these Marks in any material manner. There are no infringements actually known to us that could

materially affect your use of the Marks. There are no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or the trademark administrator of any state or any court in the United States involving our Marks. There is no pending material litigation or pending infringement, opposition or cancellation proceedings in the United States that could materially affect the use of our Principal Mark. All required affidavits and renewals have been filed.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

Our affiliate owns the copyrights for building plans. The building plans for Hampton Inn hotels were registered with the United States Copyright Office on May 9, 1984, under registration numbers VA 60634 and VA 60635. These copyrights expire on December 31, 2059, and are not renewable. The Hampton Inn & Suites building plans were registered at the United States Copyright Office on May 9, 1994, under registration number VAU 313-183. This copyright expires on December 31, 2069, and is not renewable. We have the right to use, and grant our franchisees rights to use, these copyrighted plans to construct Hampton Brand hotels.

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

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

Although neither HIH nor any predecessor has filed an application for copyright registration for the Hilton OnQ software, which includes OnQ (formerly System 21) and other Hilton systems (namely the

Revenue and Customer Relationship Management Systems), HIH claims copyrights and the information is Proprietary Information. You may not copy or distribute any of the OnQ software, and you must notify us of any unauthorized use of the OnQ software or any other Hilton systems.

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

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

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

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

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

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

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

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

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

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

If you wish to hire or are required to hire a Management Company to manage your Hotel, you must obtain our prior written approval. Your Management Company must have the authority to perform all of your obligations under the Franchise Agreement, including all indemnity and insurance obligations. After we approve the Management Company, we can require the general manager and other personnel, such as the director of sales, to attend training programs that pertain to the operational functions of the Hotel related to those roles as are necessary to meet our Brand Standards. If your Management Company resigns or is terminated by you, or otherwise becomes unsuitable or unqualified to operate the Hotel as determined by us, in our sole judgment, you must retain a new Management Company that is acceptable to us within 90 days.

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

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

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

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

After a review of the financial information submitted with your Application and the proposed ownership of the hotel and real property, we determine guaranty requirements. Each required guarantor, who may

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

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

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

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

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

You must participate in, and pay all charges related to, all guest frequency programs we or Hilton require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. You may not charge any Mandatory Guest Fee without our consent, in accordance with the Standards and subject to our requirements granting such consent.

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

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

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

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

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
a. Length of the franchise term	FA §3, Addendum	New Construction: Generally, at midnight on the last day of the month 22 years after the Effective Date.
		Conversion: Generally, at midnight on the last day of the month 10 to 20 years after the Opening Date.
		Change of Ownership: Generally, either the remaining Term under the existing franchise agreement, or such other term as we may approve.
	HITS Agreement 1.1	The HITS Agreement will run concurrently with the Franchise Agreement and will automatically terminate on the termination or expiration of the Franchise Agreement.
b. Renewal or Extension of the term	FA §3	You do not have the right to renew or extend the Franchise Agreement.
	HITS Agreement Not applicable	The HITS Agreement will run concurrently with the Franchise Agreement. You do not have the right to renew or extend the HITS Agreement.
c. Requirements for you to renew or extend	FA – Not applicable	You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a contract with materially different terms and conditions from the original Franchise Agreement, and you must comply with any PIP performance conditions that we specify.
	HITS Agreement Not applicable	The HITS Agreement will run concurrently with the Franchise Agreement. You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a new HITS Agreement with materially different terms and conditions from the original HITS Agreement.
d. Termination by you	FA §13.4 and 13.5	You are not authorized to terminate the Franchise Agreement before expiration of the Term. If you unilaterally terminate the Franchise Agreement without cause, it is a material breach of the Franchise Agreement, and you must pay to us, on demand, Liquidated Damages, or we may seek to recover actual damages in certain circumstances.
	HITS Agreement – Not applicable	You must operate under the HITS Agreement as long as the Franchise Agreement is in effect.
e. Termination by us without cause	FA §§11.1 and 11.2	Condemnation: you must immediately inform us of any proposed taking of any portion of the hotel by eminent domain, and we may terminate the Franchise Agreement on notice to you and will release you from the obligation to pay Liquidated Damages. Casualty: You must immediately inform us if the Hotel is damaged by fire or other casualty, or Event of Force Majeure. If the casualty requires closing of the Hotel, you may choose to repair or rebuild according to the Standards provided that

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		the hotel reopens no later than 18 months after the closing. If you elect not to repair or rebuild the hotel after a condemnation or casualty to the hotel, we may terminate the franchise agreement on notice to you. We will release you from the obligation to pay Liquidated Damages as long as you and your Affiliates do not own or operate a hotel at the site under a lease, license or franchise with a Competitor within 3 years after the termination.
	HITS Agreement 4.1	If we terminate the Franchise Agreement or any other agreement that allows you to operate the hotel, we can terminate the HITS Agreement.
f. Termination by us with cause	FA §13	Except as described above, we can terminate only if you fail to satisfy any obligations under the Franchise Agreement or any attachment to it.
	HITS Agreement 4.1	Except as described above, we can terminate only if you fail to satisfy any obligations under the HITS Agreement. Termination of the Franchise Agreement also terminates the HITS Agreement.
g. "Cause" defined – defaults which can be cured	FA§8.6 and §13.1	We may terminate the Franchise Agreement by written notice to you at any time before its expiration on any of the following grounds: (1) you fail to pay us any sums due and owing to us or our Affiliates or to pay or fund any amounts due under any of Your Hotel Agreements within the cure period in the notice (at least 10 days); (2) you fail to commence or complete the Hotel Work by the applicable deadline, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period in the notice (at least 10 days); (3) you do not purchase or maintain required insurance or do not reimburse us for our purchase of insurance on your behalf within the cure period in the notice (at least 10 days) unless provided otherwise in the Franchise Agreement; or (4) you fail to comply with any provision of the Franchise Agreement, the Manual, or any Standard that can be cured (see subsection h. below), or breach a representation or warranty made in the Franchise Agreement and you do not cure that default within the cure period in the notice (at least 30 days) unless provided otherwise in the Franchise Agreement. If we send you a written notice that you are in default for failing to pay or fund amounts due, we may require an acceptable third-party guaranty as a condition of curing the default.
	FA §13.3	If we send you a written notice that you are in default, we may elect to impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or our Affiliates' obligations under Your Hotel Agreements. We may: (1) suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us; (2) remove the listing of the Hotel from any directories or advertising we publish; (3) divert reservations previously made for the Hotel to other System Hotels or Network Hotels; (4) disable all or any part of the software provided to you under Your Hotel Agreements and/or may suspend any one or more

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		of the information technology and/or network services that we provide or support under Your Hotel Agreements; (5) charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards; (6) revoke any financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps or fee waivers that we have granted and charge you the then-current standard fee or charge that would have otherwise applied absent the temporary financial accommodation.
	HITS Agreement 4.1	We can terminate if you (1) fail to pay us sums due and fail to cure your default within 10 days; (2) you breach your obligations of confidentiality; (3) you fail to timely refresh the Authorized Equipment; or (4) you default under any other provision of the HITS Agreement and fail to cure your default within 30 days after notice from us. The HITS Agreement will automatically terminate on the termination or expiration of your Franchise Agreement.
h. "Cause" defined – non-curable defaults	FA §13.2	We may terminate the Franchise Agreement immediately on notice to you, without giving you any opportunity to cure the default if:
	FA §13.2 (1)	after curing any material breach, you engage in the same non-compliance within any consecutive 24-month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;
	FA §13.2 (2)	we send you 3 notices of material default in any 12-month period, regardless of whether the defaults have been cured;
	FA §13.2 (3)	you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;
	FA §13.2 (4)	you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the hotel under any law; or you have an order entered against you appointing a receiver for the hotel or a substantial part of your or the hotel's assets;
	FA §13.2 (5)	you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;
	FA §13.2 (6)	you fail to operate the Hotel for 5 consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;
	FA §13.2 (7)	you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
	FA §13.2 (8)	you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or our Affiliates;
	FA §13.2 (9)	you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;
	FA §13.2 (10)	you Transfer any interest that is not in compliance with the Franchise Agreement;
	FA §13.2 (11)	You, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or otherwise breach the representations in the Franchise Agreement;
	FA §13.2 (12)	information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency;
	FA §13.2 (13)	any Guarantor breaches its guaranty to us;
	FA §13.2 (14)	a threat or danger to public health or safety results from the construction, maintenance, or operation of the hotel;
	FA §13.2 (15)	you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.29;
	FA §13.2 (16)	you breach any representation, warranty, or obligation in Section 16.12 of the Franchise Agreement regarding Existing Agreements;
	FA §13.2 (17)	any of Your Hotel Agreements is terminated based on a breach or default by you or your Affiliates; or
	FA Shared Facilities Addendum	if we withdraw our consent to your Hotel's use of Shared Facilities and you fail to construct comparable facilities or amenities in order for the Hotel to meet the Standards.
	HITS Agreement 4.1	You have no right to cure once your Franchise Agreement terminates.
i. Your obligations on termination, expiration or non-renewal	FA §13.6	On termination or expiration of the Agreement you must immediately:
	FA §13.6 (1)	pay all sums due and owing to us or any of our Affiliates, including liquidated damages and any expenses incurred by us in obtaining injunctive relief for the enforcement of the Franchise Agreement;
	FA §13.6 (2)	cease operating the Hotel as a System Hotel and cease using the System;
	FA §13.6 (3)	cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods; deliver all goods and materials containing the Marks to us; make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials.

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
	FA §13.6 (4)	cease representing yourself as then or formerly a System Hotel or affiliated with the Licensed Brand or the Network;
	FA §13.6 (5)	return all copies of the Manual and any other Proprietary Information to us;
	FA §13.6 (6)	cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the hotel, and authorize their transfer to us; and
	FA §13.6 (7)	irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify; delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of the Franchise Agreement.
	HITS Agreement 4.2	You must stop using our software and related documents, return all copies to us, and certify to us that you have done so.
j. Assignment of contract by us	FA §12.1	We may assign or transfer the Franchise Agreement and any of our rights, duties or assets to any person or entity without your consent so long as the assignee assumes all of our obligations to permit you to operate the Hotel.
	HITS Agreement 2.1	HSS may delegate its operational responsibilities under the HITS Agreement to third parties but remains responsible.
k. "Transfer" by you – definition	FA §§1 and 12.2	Any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest, including a transfer of an interest the hotel, the Franchise Agreement, the site on which the hotel is located or any direct or indirect Equity Interest as defined in the Franchise Agreement. You may not transfer to a Competitor or a Sanctioned Person.
	HITS Agreement – Not applicable	Transfer is not defined in the HITS Agreement. We consider any attempt on your part to transfer or assign any of your rights or obligations under the HITS Agreement to be a "transfer" by you.
l. Our approval of transfer by you	FA §12.2	A Transfer of any interest in you, the Hotel, the Hotel Site, or the Franchise Agreement (or any rights or obligations under it) are prohibited unless expressly allowed in the Franchise Agreement. The Franchise Agreement allows 2 types of Transfers if certain conditions are satisfied: (a) Permitted

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		Transfers; and (b) Change of Ownership Transfers. In any Transfer, the proposed Transferee may not be a Sanctioned Person or a Competitor.
	HITS Agreement 2.1	You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.
m. Conditions for our approval of transfer	FA §12.2.1	Permitted Transfers are Transfers that will not result in a change of Control of you, the Hotel, or the Hotel Site.
	FA §12.2.1.1	You may complete the following types of Permitted Transfers without giving us notice or obtaining our consent: Transfers of (a) Publicly Traded Equity Interests; (b) privately held Equity Interests when the transferee will hold less than 50% after the Transfer, and there is no resulting change of Control; and (c) interests within and to designated institutional investment funds if the named asset manager does not change.
	FA §12.2.1.2	For the following types of Permitted Transfers, unless the Transfer otherwise qualifies under 12.2.1.1, you must give us 60 days' written notice, obtain our consent, follow our then-current procedure for processing Permitted Transfers, sign documents required by us, and pay a processing fee: Transfers (a) to Affiliates; (b) to a family member or trust; (c) on death; and (d) of privately-held Equity Interests if more than 50% will have changed hands since the Effective Date of the Franchise Agreement.
	FA §12.2.2	Any Transfer that is not a Permitted Transfer under §12.2.1 is a Change of Ownership Transfer. You must give 60 days' written notice and provide any information we may require to consent to this type of transfer, not be in default; pay all amounts due to us and our Affiliates through closing; conclude any suit, action or proceeding that is pending or threatened against you, us or any of our Affiliates with respect to the Hotel, or provide adequate security. Proposed transferee must meet our then-current business requirements for new franchisees, including credit, background investigation, operations experience, prior business dealings, and other relevant factors. Proposed transferee must submit a completed and signed Change of Ownership Application, pay our Franchise Application Fee, sign our then-current form of franchise agreement, agree to our request for upgrades to the hotel (which may include payment of a PIP fee); agree to indemnify, hold harmless and defend us and our affiliates against any action by a Government Entity arising in connection with any fees or costs you charged to customers; and, if applicable, the Proposed transferee's guarantors must sign our then-current form of guaranty of franchise agreement. Proposed transferee must not be a Sanctioned Person or a Competitor. If the transferee has SBA financing, you and the transferee must agree to escrow and disburse our estimated fees to us at closing. We will refund any excess about 30 days after closing.

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
	FA §12.3	You must give 60 days' advance notice of a public offering or private placement; follow our instructions about the use of the Marks and disclosure; and indemnify us from any claims related to the offer or sale of your securities; pay a processing fee when you submit the request and pay any additional costs we may incur.
	FA §12.4	You or an Equity Owner may mortgage or pledge the hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the hotel, without notifying us or obtaining our consent, if (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. We may issue our consent in the form of a lender comfort letter agreement ("LCL") in a form satisfactory to us, and may include an estoppel and general release of claims. We charge a fee for the processing of a lender comfort letter. In a Managed-to-Franchised Conversion, you must cause each Mortgage Lender to sign an LCL in the form required by us under which the Mortgage Lender agrees not to disturb or interfere with our rights under the Franchise Agreement and to assume (or cause the transferee to assume) your obligations under the Franchise Agreement and any Development Incentive Note if the Mortgage Lender or other transferee acquires possession or ownership of the Hotel. The specific form of LCL cannot be determined in advance because it would depend on the specific circumstances. Accordingly, it would be provided at the time of origination.
	FA §5.1.24	You may lease or sublease commercial space in the hotel, or enter into concession arrangements for operations in connection with the hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels.
	HITS Agreement 2.1	You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.
n. Our right of first refusal to acquire your business	FA – Not Applicable	None, but you must notify us if you want to market any equity interests, other than a Transfer under §§ 12.2.1 or 12.2.2.
	HITS Agreement – Not applicable	None.
o. Our option to purchase your business	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.
p. Your death or disability	FA §12.2.1.2.3	On the death of a Franchisee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person's

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person's estate without our consent, provided that: (a) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within 1 year after the death, such family member(s) or entity meet all of our then current requirements for an approved applicant and the transfer otherwise satisfies our conditions.
	HITS Agreement – Not applicable	None.
q. Non-competition covenants during the term of this franchise	FA §§1, 5.1.29, 7.2 and 7.3	You, your Affiliates, and your management company (if any) may not, indirectly or directly, own or be a licensor or franchisor of a hotel brand that competes with the System, a System Hotel or Network Hotel in our sole judgment, but you may own a minority interest in a Competitor under certain circumstances, and you may be a franchisee of a Competitor, or manage a property of a Competitor.
	HITS Agreement – Not applicable	None.
r. Non-competition covenants after the franchise is terminated or expires	FA – Not applicable	None.
	HITS Agreement – Not applicable	None.
s. Modification of the agreement	FA §16.5.1	All changes to the Franchise Agreement must be in writing and signed by an authorized person on behalf of you and us, but we can change the Standards, the Manual and other materials.
	HITS Agreement 1.1	No additions or modifications to the Agreement unless in writing and signed by all parties.
t. Integration/ merger clause	FA §16.4	Only the terms of the Franchise Agreement, the Application, the Guaranty and any other related agreements signed by the parties are enforceable (subject to state law). Any other promises may not be enforceable. However, nothing in this section disclaims the statements made in our franchise disclosure document.
	HITS Agreement 1.1	Only the terms of the Agreement (and any representations in the franchise disclosure document) are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA – Not applicable, except in Puerto Rico, Puerto Rico Addendum §16.2.2.	None, except in Puerto Rico. In Puerto Rico, except as noted below, all claims and disputes will be settled by arbitration conducted by the American Arbitration Association, JAMS, or similar arbitral body chosen at our election, in accordance with the Federal Rules of Civil Procedure, by 1 or more arbitrators chosen in accordance with those rules. To the extent the Federal Rules of Civil Procedure do not govern certain procedures or requirements relating to the arbitration, the rules of the applicable arbitral body will apply. The proceedings will be conducted in English. As an alternative to arbitration, we may elect to initiate or maintain any action for temporary remedies, or injunctive or other equitable relief, in

Provision	Section in Franchise Agreement ("FA") and HITS Agreement	Summary
		any court, governmental agency, or other authority with jurisdiction over the matter. Issues relating to the conduct of any arbitration proceeding, and the enforcement of any arbitration award, will be governed by the Federal Arbitration Act.
	HITS Agreement 1.1	Same as Franchise Agreement.
v. Choice of forum	FA §16.2.2, Puerto Rico Addendum §16.2.2.	Court actions must be brought in the US District Court for the Eastern District of Virginia, in Alexandria, Virginia, or, if there is no subject matter jurisdiction in federal court, in a state court of competent jurisdiction in either Fairfax County, Virginia, or New York, New York, but we may elect to bring an action against you where the hotel is located. For Puerto Rico arbitration actions, the venue will be Fairfax County, Virginia, and the seat of the arbitration will be New York, New York. An arbitration award may be confirmed in any court of competent jurisdiction.
	HITS Agreement 1.1	Same as Franchise Agreement.
w. Choice of law	FA §16.2.1	New York law applies, without recourse to New York choice of law on conflicts of law principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC § 1050) (subject to state law).
	HITS Agreement 1.1	Same as Franchise Agreement.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

In this Item 19, the term "Company-Managed" refers to hotels owned and/or managed by Hilton Worldwide or its affiliates, including franchised hotels. "Franchisee-Managed" refers to hotels that are franchised and are managed by the franchisee or a management company retained by the franchisee that is not affiliated with Hilton Worldwide. "Comparable Hotels" means Brand hotels that were active and operating in our system for at least one full calendar year and were open January 1st of the previous year, but excluding those: (a) that have undergone a change in brand or ownership type during the periods reported; (b) that have undergone large-scale capital projects during the periods reported; and (c) for which we do not have comparable results, such as, for example, those that sustained substantial

property damage, removed or added a substantial number of guest rooms, or encountered business interruption during the periods reported.

As of December 31, 2025, there were 1,369 Hampton Inn branded hotels operating in the US. Of these, 1,061 were classified as Comparable Hotels. Of these Comparable Hotels, 7 were Company-Managed and 1,054 were Franchisee-Managed. As of December 31, 2025, there were 1,041 Hampton Inn & Suites branded hotels operating in the US. Of these, 832 were classified as Comparable Hotels. Of these Comparable Hotels, 8 were Company-Managed and 824 were Franchisee-Managed. As of December 31, 2025, combining Hampton Inn and Hampton Inn & Suites, there were 2,410 Hampton Brand hotels operating in the US. Of these, 1,893 were classified as Comparable Hotels. Of these Comparable Hotels, 15 were Company-Managed and 1,878 were Franchisee-Managed.

The financial performance results detailed in this Item 19 are for all 2025 Hampton Brand Comparable Hotels, as defined above (including all Hampton Inn and Hampton Inn & Suites Comparable Hotels together).

Room Rate

The following table shows the average and median Room Rate for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median. These figures are calculated based on information routinely reported to Hilton Worldwide by individual System hotels.

Room Rates	2025
Average Room Rate of all Comparable Hotels	$149.08
Median Room Rate of all Comparable Hotels	$140.32
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate	11/73.3%
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Median Room Rate	14/93.3%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate	665/35.4%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Room Rate	933/49.7%

Source: Hilton

The Room Rate for all Comparable Hotels ranged from $83.46 to $318.92 in 2025.

Occupancy

The following table shows the average and median Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median. These figures are calculated based on information routinely reported to Hilton Worldwide by individual System hotels.

Occupancy	2025
Average Occupancy of all Comparable Hotels	71.0%
Median Occupancy of all Comparable Hotels	71.1%
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy	12/80.0%

Occupancy	2025
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Median Occupancy	12/80.0%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy	943/50.2%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median Occupancy	935/49.8%

Source: Hilton

The Occupancy rate for all Comparable Hotels ranged from 30.7% to 98.2% in 2025.

RevPAR

RevPAR is a measure of revenue per available room. The following tables show the average and median RevPAR for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median. These figures are calculated based on information routinely reported to Hilton Worldwide by individual System hotels. RevPAR is calculated as follows:

Gross Rooms Revenue / Number of Available Guest Rooms

RevPAR	2025
Average RevPAR of all Comparable Hotels	$105.90
Median RevPAR of all Comparable Hotels	$100.01
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Average RevPAR	14/93.3%
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Median RevPAR	14/93.3%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR	757/40.3%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median RevPAR	933/49.7%

Source: Hilton

The RevPAR for all Comparable Hotels ranged from $34.81 to $300.28 in 2025.

RevPAR Index

The following table shows the average and median RevPAR Index for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median.

The RevPAR Index measures a hotel's RevPAR (defined above) relative to an aggregated grouping of hotels (competitive set, market, tract, etc.). An index of 100 represents what is considered to be a fair share compared to the aggregated group of hotels. An index greater than 100 represents more than fair share of the aggregated group's performance. RevPAR Index is calculated as follows:

(Hotel RevPAR / Comp Set RevPAR) x 100 = RevPAR Index

RevPAR Index*	2025
Average RevPAR Index of all Comparable Hotels	120.8
Median RevPAR Index of all Comparable Hotels	122.5
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Average RevPAR Index	7/46.7%
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded Median RevPAR Index	7/46.7%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR Index	987/52.9%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Median RevPAR Index	933/50.0%

Source: STR and Hilton
*This table does not include 13 Comparable Franchisee-Managed hotels for 2025, because data for these hotels was insufficient.

The RevPAR Index for the above Comparable Hotels ranged from 58.9 to 361.6 in 2025.

Hilton Honors Contribution to Occupancy

Hilton Honors Contribution to Occupancy is the percentage of hotel occupancy attributable to Hilton Honors member stays. The following tables show the average and median Hilton Honors Contribution to Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median.

Hilton Honors Contribution to Occupancy is calculated as the Number of Member Room Nights divided by the total occupied room nights as reported by Comparable Hotels to us or to our Affiliates. The Number of Member Room Nights means the number of room nights occupied by Hilton Honors members, including eligible paid stays, points redemption stays, points and payment stays, and stays that were ineligible for points, booked by Hilton Honors members. The calculation is as follows:

Number of Member Room Nights / Total Occupied Room Nights

Hilton Honors Contribution to Occupancy	2025
Average Percentage of Hilton Honors Contribution to Occupancy for Comparable Hotels	77.8%
Median Percentage of Hilton Honors Contribution to Occupancy for Comparable Hotels	79.4%
Number and Percentage of Company-Managed Comparable Hotels which met or exceeded Average % of Hilton Honors Contribution to Occupancy	11/78.6%
Number and Percentage of Company-Managed Comparable Hotels which met or exceeded Median % of Hilton Honors Contribution to Occupancy	10/71.4%
Number and Percentage of Franchisee-Managed Comparable Hotels which met or exceeded Average % of Hilton Honors Contribution to Occupancy	1,125/59.9%
Number and Percentage of Franchisee-Managed Comparable Hotels which met or exceeded Median % of Hilton Honors Contribution to Occupancy	937/49.9%

Source: Hilton

The Hilton Honors Contribution to Occupancy for all Comparable Hotels ranged from 29.4% to 97.4% in 2025.

Hilton Honors Contribution to Room Nights

The Hilton Honors Contribution to Room Nights is the number of room nights attributable to Hilton Honors member stays. The following table shows the average and median Hilton Honors Contribution to Room Nights for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median.

As used in the table below, the Number of Room Nights of Hilton Honors Member Stays means the number of room nights occupied by Hilton Honors members, including eligible paid stays, points redemption stays, points and payment stays, and stays that were ineligible for points, booked by Hilton Honors members.

Hilton Honors Contribution to Room Nights	2025
Average Number of Room Nights of Hilton Honors Member Stays for Comparable Hotels	20,341
Median Number of Room Nights of Hilton Honors Member Stays for Comparable Hotels	19,267
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded the Average Room Nights of all Hilton Honors Member Stays	12/85.7%
Number and Percentage of Comparable Company-Managed Hotels which met or exceeded the Median Room Nights of all Hilton Honors Member Stays	12/85.7%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded the Average Room Nights of all Hilton Honors Member Stays	782/41.6%
Number and Percentage of Comparable Franchisee-Managed Hotels which met or exceeded the Median Room Nights of all Hilton Honors Member Stays	935/49.8%

Source: Hilton

The Hilton Honors Contribution to Room Nights for all Comparable Hotels ranged 29.4% to 97.4% in 2025.

New Generation Comparable Hotels

Of the 1,893 Comparable Hotels described above, 294 were opened during or after 2018, indicating the most recent generation or ‘prototype’ of Brand hotels (“New Generation Comparable Hotels”). Of these 294 New Generation Comparable Hotels, 1 was Company-Managed and 293 were Franchisee-Managed. The financial performance results detailed in this section are for all of the 2025 New Generation Comparable Hotels.

New Generation Room Rate

The following table shows the Average Room Rate for all Hampton Inn and Hampton Inns & Suites New Generation Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed New Generation Comparable Hotels that met or exceeded the average. Average Room Rate is calculated based on information routinely reported to Hilton Worldwide by individual System Hotels.

New Generation Room Rate	2025
Average Room Rate of all New Generation Comparable Hotels	$158.11
Median Room Rate of all New Generation Comparable Hotels	$149.21

New Generation Room Rate	2025
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Average Room Rate	1/100.0%
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Median Room Rate	1/100.0%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate	103/35.2%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Median Room Rate	146/49.8%

Source: Hilton

The Room Rate for all New Generation Comparable Hotels above ranged from $84.45 to $295.47 in 2025.

New Generation Occupancy

The following table shows the Average Occupancy for all Hampton Inn and Hampton Inns & Suites New Generation Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed New Generation Comparable Hotels that met or exceeded the average. Average Occupancy is calculated based on information routinely reported to Hilton Worldwide by individual System Hotels.

New Generation Occupancy	2025
Average Occupancy of all New Generation Comparable Hotels	72.3%
Median Occupancy of all New Generation Comparable Hotels	72.3%
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Average Occupancy	1/100.0%
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Median Occupancy	1/100.0%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy	146/49.8%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Median Occupancy	146/49.8%

Source: Hilton

The Occupancy rate for all New Generation Comparable Hotels ranged from 41.2% to 98.2% in 2025.

New Generation RevPAR

RevPAR is a measure of revenue per available room. The following tables show the average and median RevPAR for all Hampton Inn and Hampton Inns & Suites New Generation Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average and median. These figures are calculated based on information routinely reported to Hilton Worldwide by individual System hotels. RevPAR is calculated as follows:

Gross Rooms Revenue / Number of Available Guest Rooms.

New Generation RevPAR	2025
Average RevPAR of New Generation Comparable Hotels	$114.33

New Generation RevPAR	2025
Median RevPAR of New Generation Comparable Hotels	$107.53
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Average RevPAR	1/100.0%
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Median RevPAR	1/100.0%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR	112/38.2%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Median RevPAR	146/49.8%

Source: Hilton

The RevPAR for all New Generation Comparable Hotels ranged from $34.81 to $290.18 in 2025.

New Generation RevPAR Index

The following table shows the average and median RevPAR Index for New Generation Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed New Generation Comparable Hotels that met or exceeded the average and median.

The RevPAR Index measures a hotel's RevPAR (defined above) relative to an aggregated grouping of hotels (competitive set, market, tract, etc.). An index of 100 represents what is considered to be a fair share compared to the aggregated group of hotels. An index greater than 100 represents more than fair share of the aggregated group's performance. The following table shows the RevPAR Index for New Generation Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed New Generation Comparable Hotels that met or exceeded the average and median. These figures are calculated based on information routinely reported to Hilton Worldwide by individual System hotels. RevPAR Index is calculated as follows:

(Hotel RevPAR / Comp Set RevPAR) x 100 = RevPAR Index.

New Generation RevPAR Index*	2025
Average RevPAR Index of New Generation Comparable Hotels	125.4
Median RevPAR Index of New Generation Comparable Hotels	127.4
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Average RevPAR Index	0/0.0%
Number and Percentage of New Generation Comparable Company-Managed Hotels which met or exceeded Median RevPAR Index	0/0.0%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR Index	150/52.6%
Number and Percentage of New Generation Comparable Franchisee-Managed Hotels which met or exceeded Median RevPAR Index	143/50.2%

Source: STR and Hilton

*This table does not include 8 Comparable Franchisee-Managed hotels for 2025, because data for these hotels was insufficient.

The RevPAR Index for the above New Generation Comparable Hotels ranged from 66.4 to 310.9 in 2025.

Some hotels have achieved the results shown above. Your individual results may differ. There is no assurance that your Hotel will achieve the results shown above.

We recommend that you consult your attorney, accountant, and other professional advisors before entering into any agreement with us, and conduct an assessment of the occupancy rates and room rates that you may achieve in your specific location to construct your own business plan and financial projections regarding sales, revenues, costs, customer base, and business development for your Hotel. There are independent firms that have experience in preparing market studies for hotels and appraising and evaluating hotel operations. You may wish to obtain a market study from such a firm to help you project your potential sales, costs, income and profits.

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

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

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

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

HAMPTON INN HOTELS

Table No. 1
Systemwide Hotel Summary
For Years 2023 to 2025

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Franchised	2023	1,331	1,346	+15
	2024	1,346	1,345	-1
	2025	1,345	1,351	+6

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Hotels	2023	1,331	1,346	+15
	2024	1,346	1,345	-1
	2025	1,345	1,351	+6

Table No. 2
Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Alabama	2023	2
	2024	3
	2025	1
Arizona	2023	3
	2024	0
	2025	0
Arkansas	2023	2
	2024	1
	2025	2
California	2023	2
	2024	3
	2025	3
Colorado	2023	1
	2024	4
	2025	2
Connecticut	2023	0
	2024	1
	2025	2
Florida	2023	10
	2024	2
	2025	9
Georgia	2023	4
	2024	4
	2025	1
Illinois	2023	5
	2024	4
	2025	2
Indiana	2023	2
	2024	4
	2025	3
Iowa	2023	1
	2024	0
	2025	1
Kansas	2023	2
	2024	1
	2025	0
Kentucky	2023	3
	2024	3
	2025	1
Louisiana	2023	0
	2024	1
	2025	1
Maine	2023	0
	2024	0
	2025	1

State	Year	Number of Transfers
Maryland	2023	0
	2024	1
	2025	1
Massachusetts	2023	0
	2024	3
	2025	0
Michigan	2023	2
	2024	4
	2025	1
Minnesota	2023	2
	2024	1
	2025	1
Mississippi	2023	3
	2024	1
	2025	0
Missouri	2023	2
	2024	1
	2025	1
Montana	2023	1
	2024	0
	2025	0
Nebraska	2023	0
	2024	1
	2025	0
New Jersey	2023	0
	2024	1
	2025	1
New Mexico	2023	0
	2024	0
	2025	3
New York	2023	4
	2024	0
	2025	3
North Carolina	2023	3
	2024	1
	2025	2
Ohio	2023	5
	2024	4
	2025	6
Oklahoma	2023	0
	2024	1
	2025	1
Oregon	2023	0
	2024	0
	2025	2
Pennsylvania	2023	2
	2024	2
	2025	6
South Carolina	2023	1
	2024	0
	2025	2
Tennessee	2023	3
	2024	2
	2025	3
Texas	2023	4
	2024	5
	2025	5

State	Year	Number of Transfers
Utah	2023	1
	2024	1
	2025	0
Virginia	2023	3
	2024	4
	2025	0
West Virginia	2023	1
	2024	0
	2025	0
Wisconsin	2023	2
	2024	1
	2025	2
Total	2023	76
	2024	65
	2025	72

Table No. 3
Status of Franchised Hotels*
For Years 2023 to 2025

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2023	39	1	0	0	0	0	40
	2024	40	0	0	0	0	0	40
	2025	40	2	1	0	0	0	41
Alaska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	0	17
	2025	17	0	0	0	0	0	17
Arkansas	2023	25	0	0	0	0	0	25
	2024	25	1	0	0	0	0	26
	2025	26	0	0	0	0	0	26
California	2023	51	5	0	0	0	0	56
	2024	56	2	1	0	0	0	57
	2025	57	3	0	0	0	0	60
Colorado	2023	23	0	0	0	0	0	23
	2024	23	0	0	0	0	0	23
	2025	23	1	0	0	0	0	24
Connecticut	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Delaware	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Florida	2023	89	5	0	0	0	0	94
	2024	94	2	1	0	0	0	95
	2025	95	1	0	0	0	0	96
Georgia	2023	70	1	0	0	0	0	71
	2024	71	0	1	0	0	0	70
	2025	70	0	0	1	0	0	69
Idaho	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Illinois	2023	42	1	0	0	0	0	43
	2024	43	0	4	0	0	0	39
	2025	39	0	0	0	0	0	39
Indiana	2023	38	0	0	0	0	0	38
	2024	38	0	0	0	0	0	38
	2025	38	0	0	0	0	0	38
Iowa	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	0	15
	2025	15	0	0	0	0	0	15
Kansas	2023	19	1	0	0	0	0	20
	2024	20	0	0	0	0	0	20
	2025	20	0	0	0	0	0	20
Kentucky	2023	36	1	0	0	0	0	37
	2024	37	0	0	0	0	0	37
	2025	37	1	1	0	0	0	37
Louisiana	2023	21	1	0	0	0	0	22
	2024	22	0	0	0	0	0	22
	2025	22	0	0	0	0	0	22
Maine	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	1	0	0	12
Maryland	2023	19	0	0	0	0	0	19
	2024	19	1	1	0	0	0	19
	2025	19	0	0	0	0	0	19
Massachusetts	2023	27	0	0	0	0	0	27
	2024	27	0	0	0	0	0	27
	2025	27	0	0	0	0	0	27
Michigan	2023	39	1	1	0	0	0	39
	2024	39	2	1	1	0	0	39
	2025	39	0	0	0	0	0	39
Minnesota	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Mississippi	2023	26	0	0	0	0	0	26
	2024	26	0	1	0	0	0	25
	2025	25	0	0	0	0	0	25
Missouri	2023	34	0	1	0	0	0	33
	2024	33	0	1	0	0	0	32
	2025	32	2	1	0	0	0	33
Montana	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Nebraska	2023	14	0	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	2	0	0	0	0	17
Nevada	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
New Hampshire	2023	5	1	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	0	0	0	0	0	7
New Jersey	2023	25	0	0	0	0	0	25
	2024	25	0	0	0	0	0	25
	2025	25	0	0	0	0	0	25

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
New Mexico	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
New York	2023	60	1	2	1	0	0	60
	2024	60	0	0	0	0	0	60
	2025	60	1	0	0	0	0	61
North Carolina	2023	67	0	1	0	0	0	66
	2024	66	0	0	0	0	0	66
	2025	66	0	0	0	0	0	66
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	57	0	1	0	0	0	56
	2024	56	0	0	0	0	0	56
	2025	56	1	1	0	0	0	56
Oklahoma	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Oregon	2023	7	1	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Pennsylvania	2023	63	0	0	0	0	0	63
	2024	63	0	0	1	0	0	62
	2025	62	0	2	0	0	0	60
Rhode Island	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
South Carolina	2023	40	0	0	0	0	0	40
	2024	40	0	0	0	0	0	40
	2025	40	0	0	0	0	0	40
South Dakota	2023	7	0	1	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Tennessee	2023	55	1	0	0	0	0	56
	2024	56	0	0	0	0	0	56
	2025	56	0	1	0	0	0	55
Texas	2023	74	1	2	0	0	0	73
	2024	73	1	0	0	0	0	74
	2025	74	2	4	0	0	0	72
Utah	2023	18	0	0	0	0	0	18
	2024	18	0	0	0	0	0	18
	2025	18	0	1	0	0	0	17
Vermont	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Virginia	2023	60	0	0	0	0	0	60
	2024	60	2	0	0	0	0	62
	2025	62	2	0	0	0	0	64
Washington	2023	8	0	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	0	0	0	0	0	9
West Virginia	2023	18	0	0	0	0	0	18
	2024	18	0	0	0	0	0	18
	2025	18	0	0	0	0	0	18

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Wisconsin	2023	19	1	0	0	0	0	20
	2024	20	0	0	1	0	0	19
	2025	19	1	0	0	0	0	20
Wyoming	2023	7	0	0	0	0	0	7
	2024	7	0	0	1	0	0	6
	2025	6	0	0	0	0	0	6
District of Columbia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
US Virgin Islands	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total	2023	1,331	25	10	0	0	0	1,346
	2024	1,346	13	10	4	0	0	1,345
	2025	1,345	20	12	2	0	0	1,351

* In the table above, when: (a) an existing franchised hotel converts from another hotel brand to the Brand; or (b) a management agreement for an existing Brand hotel ends and a franchise agreement for that Brand hotel begins (for the continued operation of that hotel under a franchise), that transaction is shown as a Termination of the first franchise agreement (if applicable) and a new Hotel Opening. In prior years, some of these transactions may have been shown in the "Ceased Operations – Other Reason" column depending on the circumstances. Accordingly, some prior year data has been adjusted in this table for consistency.

Table No. 4
Status of Company-Owned Hotels
For Years 2023 to 2025

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Franchisees	Hotels Closed	Hotels Sold to Franchisees	Hotels at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in Next Fiscal Year	Projected New Company-Owned Hotels in Next Fiscal Year
Alabama	1	0	0
Arizona	3	0	0
Arkansas	1	0	0
California	25	3	0
Colorado	3	0	0
Connecticut	3	0	0
Florida	14	1	0
Georgia	5	0	0
Hawaii	2	1	0
Idaho	4	1	0
Illinois	7	2	0
Indiana	2	0	0

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in Next Fiscal Year	Projected New Company-Owned Hotels in Next Fiscal Year
Kansas	2	1	0
Kentucky	3	0	0
Louisiana	2	1	0
Maine	1	1	0
Maryland	1	0	0
Massachusetts	2	0	0
Michigan	4	0	0
Mississippi	2	1	0
Missouri	5	1	0
Montana	2	0	0
Nebraska	1	1	0
Nevada	4	0	0
New Jersey	4	0	0
New Mexico	3	0	0
New York	3	2	0
North Carolina	6	3	0
Ohio	7	0	0
Oregon	3	1	0
Pennsylvania	6	2	0
South Carolina	2	1	0
South Dakota	1	0	0
Tennessee	9	2	0
Texas	14	2	0
Utah	2	0	0
Virginia	4	0	0
Washington	2	0	0
West Virginia	2	0	0
Wisconsin	2	1	0
Wyoming	1	0	0
Puerto Rico	3	1	0
Total	173	29	0

HAMPTON INN & SUITES HOTELS

Table No. 1
Systemwide Hotel Summary
For Years 2023 to 2025

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Franchised	2023	1,002	1,015	+13
	2024	1,015	1,024	+9
	2025	1,024	1,039	+15
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Hotels	2023	1,002	1,015	+13
	2024	1,015	1,024	+9
	2025	1,024	1,039	+15

Table No. 2
Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Alabama	2023	1
	2024	0
	2025	2
Arizona	2023	1
	2024	0
	2025	0
Arkansas	2023	0
	2024	1
	2025	0
California	2023	5
	2024	2
	2025	2
Colorado	2023	0
	2024	2
	2025	2
Connecticut	2023	0
	2024	0
	2025	1
Delaware	2023	0
	2024	0
	2025	0
Florida	2023	4
	2024	0
	2025	4
Georgia	2023	3
	2024	0
	2025	0
Illinois	2023	1
	2024	2
	2025	1
Indiana	2023	2
	2024	1
	2025	2
Iowa	2023	0
	2024	0
	2025	1
Kentucky	2023	0
	2024	0
	2025	0
Louisiana	2023	0
	2024	0
	2025	0
Maine	2023	0
	2024	1
	2025	0
Maryland	2023	0
	2024	1
	2025	0
Massachusetts	2023	0
	2024	1
	2025	0
Michigan	2023	1
	2024	2
	2025	0

State	Year	Number of Transfers
Minnesota	2023	2
	2024	1
	2025	0
Mississippi	2023	0
	2024	0
	2025	1
Nebraska	2023	0
	2024	0
	2025	1
New Jersey	2023	0
	2024	0
	2025	1
New Mexico	2023	0
	2024	2
	2025	3
New York	2023	0
	2024	1
	2025	0
North Carolina	2023	2
	2024	1
	2025	2
North Dakota	2023	0
	2024	0
	2025	2
Ohio	2023	1
	2024	2
	2025	1
Oklahoma	2023	1
	2024	1
	2025	1
Oregon	2023	0
	2024	0
	2025	0
Pennsylvania	2023	3
	2024	0
	2025	5
Rhode Island	2023	0
	2024	0
	2025	0
South Carolina	2023	0
	2024	0
	2025	0
Tennessee	2023	2
	2024	1
	2025	4
Texas	2023	6
	2024	7
	2025	5
Utah	2023	0
	2024	1
	2025	1
Virginia	2023	2
	2024	1
	2025	0
Washington	2023	0
	2024	1
	2025	0

State	Year	Number of Transfers
West Virginia	2023	0
	2024	1
	2025	0
Wisconsin	2023	1
	2024	0
	2025	0
Wyoming	2023	0
	2024	1
	2025	0
Puerto Rico	2023	0
	2024	1
	2025	0
Total	2023	38
	2024	36
	2025	42

Table No. 3
Status of Franchised Hotels*
For Years 2023 to 2025

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2023	24	2	0	0	0	0	26
	2024	26	0	0	0	0	0	26
	2025	26	1	0	0	0	0	27
Alaska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	24	0	0	0	0	0	24
	2024	24	0	0	0	0	0	24
	2025	24	1	0	0	0	0	25
Arkansas	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	1	0	0	0	0	8
California	2023	85	3	1	0	0	0	87
	2024	87	4	0	0	0	0	91
	2025	91	1	2	0	0	0	90
Colorado	2023	22	0	0	0	0	0	22
	2024	22	0	0	0	0	0	22
	2025	22	1	0	0	0	0	23
Connecticut	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	81	1	0	0	0	0	82
	2024	82	1	0	0	0	0	83
	2025	83	0	0	0	0	0	83
Georgia	2023	34	0	0	0	0	0	34
	2024	34	0	0	0	0	0	34
	2025	34	0	0	0	0	0	34
Hawaii	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
Idaho	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Illinois	2023	28	1	0	0	0	0	29
	2024	29	1	0	0	0	0	30
	2025	30	0	0	0	0	0	30
Indiana	2023	23	1	0	0	0	0	24
	2024	24	1	0	1	0	0	24
	2025	24	0	0	0	0	0	24
Iowa	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
	2025	12	0	0	0	0	0	12
Kansas	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Kentucky	2023	10	1	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	1	0	0	0	0	12
Louisiana	2023	17	0	0	0	0	0	17
	2024	17	1	0	0	0	0	18
	2025	18	0	0	0	0	0	18
Maine	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Maryland	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Massachusetts	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Michigan	2023	26	1	0	0	0	0	27
	2024	27	0	0	0	0	0	27
	2025	27	1	0	0	0	0	28
Minnesota	2023	13	0	0	0	0	0	13
	2024	13	0	0	1	0	0	12
	2025	12	0	0	0	0	0	12
Mississippi	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Missouri	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Montana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Nebraska	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Nevada	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	1	0	0	0	0	11
New Hampshire	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
New Jersey	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	1	0	0	0	0	12
New Mexico	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	0	13
New York	2023	26	1	0	0	0	0	27
	2024	27	0	0	0	0	0	27
	2025	27	1	0	0	0	0	28
North Carolina	2023	44	1	0	0	0	0	45
	2024	45	1	0	0	0	0	46
	2025	46	1	0	0	0	0	47
North Dakota	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Ohio	2023	39	1	0	0	0	0	40
	2024	40	0	0	0	0	0	40
	2025	40	1	0	0	0	0	41
Oklahoma	2023	30	0	0	0	0	0	30
	2024	30	0	0	0	0	0	30
	2025	30	0	0	0	0	0	30
Oregon	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	1	0	0	0	0	10
Pennsylvania	2023	36	0	0	0	0	0	36
	2024	36	0	0	0	0	0	36
	2025	36	1	0	0	0	0	37
Rhode Island	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
South Carolina	2023	21	0	0	0	0	0	21
	2024	21	0	0	0	0	0	21
	2025	21	0	0	0	0	0	21
South Dakota	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Tennessee	2023	31	0	0	0	0	0	31
	2024	31	0	0	0	0	0	31
	2025	31	0	0	0	0	0	31
Texas	2023	128	1	0	0	0	0	129
	2024	129	3	1	0	0	0	131
	2025	131	2	0	0	0	0	133
Utah	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
Virginia	2023	29	0	0	0	0	0	29
	2024	29	0	0	0	0	0	29
	2025	29	0	0	0	0	0	29
Vermont	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Washington	2023	22	0	0	0	0	0	22
	2024	22	0	0	0	0	0	22
	2025	22	0	0	0	0	0	22

State	Year	Hotels at Start of Year	Hotels Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Hotels at End of the Year
West Virginia	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Wisconsin	2023	14	0	0	0	0	0	14
	2024	14	0	0	0	0	0	14
	2025	14	0	0	0	0	0	14
Wyoming	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
District of Columbia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Puerto Rico	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	1,002	14	1	0	0	0	1,015
	2024	1,015	12	1	2	0	0	1,024
	2025	1,024	17	2	0	0	0	1,039

* In the table above, when: (a) an existing franchised hotel converts from another hotel brand to the Brand; or (b) a management agreement for an existing Brand hotel ends and a franchise agreement for that Brand hotel begins (for the continued operation of that hotel under a franchise), that transaction is shown as a Termination of the first franchise agreement (if applicable) and a new Hotel Opening. In prior years, some of these transactions may have been shown in the “Ceased Operations – Other Reason” column depending on the circumstances. Accordingly, some prior year data has been adjusted in this table for consistency.

Table No. 4
Status of Company-Owned Hotels
For Years 2023 to 2025

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Franchisees	Hotels Closed	Hotels Sold to Franchisees	Hotels at End of Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in the Next Fiscal Year	Projected New Company-Owned Hotels in the Next Fiscal Year
Alabama	1	0	0
Arizona	5	1	0
Arkansas	3	0	0
California	19	1	0
Colorado	5	1	0
Connecticut	2	1	0
Florida	14	0	0
Georgia	3	0	0

State	Franchise Agreements Signed but Hotels Not Opened	Projected New Franchised Hotels in the Next Fiscal Year	Projected New Company-Owned Hotels in the Next Fiscal Year
Idaho	1	0	0
Illinois	1	1	0
Indiana	2	0	0
Iowa	1	0	0
Kentucky	3	1	0
Louisiana	4	1	0
Maine	1	0	0
Michigan	4	2	0
Minnesota	1	0	0
Mississippi	1	0	0
Missouri	3	1	0
Montana	2	2	0
New Jersey	2	0	0
New York	1	0	0
North Carolina	4	0	0
Ohio	3	0	0
Oklahoma	1	0	0
Oregon	2	0	0
Pennsylvania	4	0	0
South Carolina	5	0	0
Tennessee	4	1	0
Texas	24	1	0
Utah	4	1	0
Vermont	1	0	0
Virginia	3	1	0
Washington	3	0	0
Wisconsin	1	0	0
Wyoming	2	1	0
Total	140	17	0

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

Exhibit A lists all Brand franchisees and the addresses and telephone numbers of all of their outlets as of December 31, 2025.

Exhibit B lists all Brand franchisees who had an outlet terminated, cancelled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during 2025, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. This includes any pre-opening terminations and Change of Ownership transactions in which a franchise agreement was terminated.

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

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

We have not created, endorsed, or sponsored any trademark-specific franchisee organizations associated with the System. There are no trademark-specific franchisee organizations associated with

the franchise system which are incorporated or otherwise organized under state law and have asked us to be included in our disclosure document during the next fiscal year.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit C are our audited consolidated balance sheets as of December 31, 2025 and 2024, the related consolidated statements of operations and member's capital and cash flows for the years ended December 31, 2025, 2024, and 2023, and the related notes to the consolidated financial statements.

ITEM 22
CONTRACTS

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

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

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

ITEM 23
RECEIPTS

Exhibit M contains 2 copies of a detachable receipt.

EXHIBIT A

EXHIBIT A

HAMPTON INN

OPEN

ALABAMA

Clear Properties Albertville LLC Albertville, AL 210 Alabama Highway 75 N, Albertville, Alabama 35951
APONE LLC Alexander City, AL 1551 Elkahatchee Road, Alexander City, Alabama 35010
Key Hotels of Atmore L.L.C. Atmore, AL 45 Rivercane Blvd. West, Atmore, Alabama 36502
AU S College Hospitality Group II LLC Auburn, AL 2430 S. College St., Auburn, Alabama 36832
Balaji LLC Birmingham I-65/Lakeshore Dr., AL 30 State Farm Parkway, Birmingham, Alabama 35209
Jackson Rime L.L.C. Birmingham/Leeds, AL 310 Rex Lake Road, Leeds, Alabama 35094
Shriji Baron Mountain Brook LLC Birmingham/Mountain Brook, AL 2731 US Highway 280 South, Birmingham, Alabama 35223
Trussville Hospitality LLC Birmingham/Trussville, AL 1940 Edwards Lake Road, Trussville, Alabama 35235
Cast Iron Lodging LLC Birmingham-Colonnade 280, AL 3400 Colonnade Parkway, Birmingham, Alabama 35243
Metro Hospitality LLC AL Calera, AL 93 Metro Drive, Calera, Alabama 35040
MansaCTN LLC Clanton, AL 2000 Big M Blvd, Clanton, Alabama 35046
Cullman Hotel LLC Cullman, AL 6100 AL HWY 157, Cullman, Alabama 35058
Enterprise Hospitality L.L.C. Enterprise, AL 8 West Pointe Court, Enterprise, Alabama 36330
RAM Eufaula Hospitality LLC Eufaula, AL 29 Veterans Boulevard, Eufaula, Alabama 36027
Evergreen Hospitality LLC Evergreen, AL 128 Liberty Hill Place, Evergreen, Alabama 36401
Fairhope Hospitality Group LLC Fairhope-Mobile Bay, AL 23 North Section Street, Fairhope, Alabama 36532
Shriji Baron Florence LLC Florence-Midtown, AL 2281 Florence Blvd., Florence, Alabama 35630
Sai Hospitality Inc. Foley, AL 3152 Abbey Lane, Foley, Alabama 36535
Midas Touch Management LLC Fort Payne, AL 1201 Jordan Road Southwest, Fort Payne, Alabama 35968
Printup Hotel Associates Ltd. Gadsden, AL 129 River Road, Gadsden, Alabama 35901
Dawson Gadsden West Hotel LLC Gadsden/Attalla I-59, AL 206 Walker Street, Gadsden, Alabama 35904
SAI International LLC Greenville, AL 219 Interstate Drive, Greenville, Alabama 36037
Holdings of Virendra Patel AL Gulf Shores, AL 1701 Gulf Shores Parkway, Gulf Shores, Alabama 36542
Lakeview Hospitality Group Inc Guntersville, AL 14451 U.S. Highway 431 South, Guntersville, Alabama 35976
Providence Hotel Partners II LLC Huntsville/Village of Providence, AL 328 Providence Main St., Huntsville, Alabama 35806
Radiant Hotels Inc Huntsville-Arsenal/South Pkway, AL 501 Boulevard South SW, Huntsville, Alabama 35802
Oasis Hotels Inc Jackson, AL 4150 North College Avenue, Jackson, Alabama 36545
Jacksonville Hotel LLC Jacksonville-Anniston Area, AL 1041 JD L Drive, Jacksonville, Alabama 36265
WindwoodJasper LLC Jasper, AL 100 Industrial Parkway, Jasper, Alabama 35501
BCS Madison Two LLC Madison Huntsville Airport, AL 9225 Madison Blvd., Madison, Alabama 35758

EXHIBIT A

Daphne 451 I LLCDaphne 451 II LLC Mobile-East Bay/Daphne, AL 29451 US Hwy. 98, Daphne, Alabama 36526
Varun Hospitality L.L.C. Mobile-I-10/Bellingrath Gardens, AL 5478 Inn Road, Mobile, Alabama 36619
Vision Hospitality L.L.C. Montgomery-South-Airport, AL 60 Wasden Road, Hope Hull, Alabama 36043
Navkar LLC Ozark, AL 235 North US Highway 231, Ozark, Alabama 36360
Jacobs Pell HP LLC Pell City, AL 220 Vaughan Lane, Pell City, Alabama 35125
J H Properties L.L.C. Selma, AL 2200 West Highland Avenue, Selma, Alabama 36701
MCRT3 Troy 1 Tenant LLC Troy, AL 103 Troy Plaza Loop, Troy, Alabama 36081
Interstate Lodging Co. LLC Tuscaloosa-East, AL 6400 Interstate Drive, Tuscaloosa, Alabama 35453
Rosewood Lodging Company LLC Tuscaloosa-University, AL 600 Harper Lee Drive, Tuscaloosa, Alabama 35404
Hotel Wetumpka AL LLC Wetumpka, AL 350 South Main Street, Wetumpka, Alabama 36092
WindwoodWinfield LLC Winfield, AL 7005 State Highway 129 North, Winfield, Alabama 35594

ALASKA
CP Anchorage 3 LLC Anchorage, AK 4301 Credit Union Drive, Anchorage, Alaska 99503

ARIZONA
Carefree Hospitality 97 LLC Carefree, AZ 2 Easy Street, Carefree, Arizona 85377
MJ Mike Enterprise Inc. Kayenta, AZ U.S. Hwy. 160, Kayenta, Arizona 86033
Zenith Asset Company LLC Lake Havasu City, AZ 245 London Bridge Road, Lake Havasu City, Arizona 86403
Greens River Lodging LLC Parker, AZ 1110 S Geronimo Ave, Parker, Arizona 85344
Zenith Asset Company LLC Phoenix/Anthem, AZ 42415 N. 41st Drive, Anthem, Arizona 85086
CNI THL OPS LLC Phoenix/Chandler, AZ 7333 W. Detroit Street, Chandler, Arizona 85226
Zenith Asset Company LLC Phoenix/Glendale/Peoria, AZ 8408 W. Paradise Lane, Peoria, Arizona 85382
7353 ECB LLC Phoenix-Airport North, AZ 601 North 44th Street, Phoenix, Arizona 85008
M4 Phoenix Biltmore Tenant LLC Phoenix-Biltmore, AZ 2310 East Highland Avenue, Phoenix, Arizona 85016
Mango Tree LLC Phoenix-Midtown-Downtown Area, AZ 160 W. Catalina Drive, Phoenix, Arizona 85013
Tomichi Management Inc. Prescott, AZ 3453 Ranch Drive, Prescott, Arizona 86303
Queen Creek Hospitality Group LLC Queen Creek, AZ 20768 E. Maya Road, Queen Creek, Arizona 85242
CNI THL OPS LLC Sedona, AZ 1800 W. Highway 89A, Sedona, Arizona 86336
Merit Hospitality LLC Sierra Vista, AZ 4100 Snyder Boulevard, Sierra Vista, Arizona 85635
FHG DTN TUCSON OWNER LLC Tucson Downtown, AZ 141 South Stone Ave., Tucson, Arizona 85701
Robray Hotel Partnership Tucson-Airport, AZ 6971 S. Tucson Boulevard, Tucson, Arizona 85756
Williams Hotels LLC Williams, AZ 101 Rodeo Road, Williams, Arizona 86046

EXHIBIT A

ARKANSAS

VMN Arkadelphia LLC Arkadelphia, AR 108 Malvern Road, Arkadelphia, Arkansas 71923
Batesville Land and Hotel Company LLC Batesville, AR 2570 Harrison St., Batesville, Arkansas 72501
UPX1725 Hospitality LLC Bentonville/Rogers, AR 4501 W. Walnut Street, Rogers, Arkansas 72756
HouseworthMH LLC Blytheville, AR 301 N. Service Road I-55, Blytheville, Arkansas 72315
Bryant LR Hotels LLC Bryant, AR 307 Office Park Dr., Bryant, Arkansas 72022
Century Cabot LLC Cabot, AR 200 Home Depot Drive, Cabot, Arkansas 72023
BRC Hospitality Inc. Clarksville 2630 W. Clark Road, Clarksville, Arkansas 72830
Lincoln Hospitality LLC El Dorado, AR 2312 Junction City Road, El Dorado, Arkansas 71730
Generations Inc. Fayetteville, AR 915 Krupa, Fayetteville, Arkansas 72704
Tramlaw Motel Corporation Forrest City, AR 300 Holiday Drive, Forrest City, Arkansas 72335
HIFS Partner LLC Fort Smith, AR 2201 Bass Pro Drive, Fort Smith, Arkansas 72903
RAS Hospitality LLC Harrison, AR 121 Hwy 43 East, Harrison, Arkansas 72601
SNKBP Hospitality LLC Hot Springs, AR 151 Temperance Hill Road, Hot Springs, Arkansas 71913
Jatin Investments LLC Jonesboro, AR 2900 Phillips Drive, Jonesboro, Arkansas 72401
Shinn Shinn Spelman IV L.L.C. Magnolia, AR 128 Hwy 79 Bypass North, Magnolia, Arkansas 71753
Papass LLC Marion, AR 310 Angelo's Grove Road, Marion, Arkansas 72364
Maumelle Hotel LLC Maumelle, AR 11920 Maumelle Boulevard, Maumelle, Arkansas 72113
Ganesha Hospitality LLC Monticello, AR 480 Hwy 425 N, Monticello, Arkansas 71655
Magness Hospitality LLC Mountain Home, AR 995 Coley Drive, Mountain Home, Arkansas 72653
Vishnu Inc. North Little Rock-McCain Mall, AR 3629 McCain Boulevard, North Little Rock, Arkansas 72116
Shiv of Paragould LLC Paragould, AR 3810 Linwood Drive, Paragould, Arkansas 72450
Bird's AR Properties LLC Russellville, AR 2304 N. Arkansas Avenue, Russellville, Arkansas 72802
Searcy Poplar Hotel LLC Searcy, AR 209 South Poplar St., Searcy, Arkansas 72143
Maya Inn Inc. and Scottish Inn Partnership Siloam Springs, AR 2171 Ravenwood Plaza, Siloam Springs, Arkansas 72761
Ascend Texarkana LLC Texarkana, AR 5302 Crossroads Parkway, Texarkana, Arkansas 71854
EightyTwenty Development II LP Van Buren, AR 1916 North 6th Street, Van Buren, Arkansas 72956

CALIFORNIA

Sillect Hospitality LLC Arvin Tejon Ranch, CA 5601 Outlets at Tejon Parkway, Arvin, California 93203
Greens Big Bear LLC Big Bear Lake, CA 41820 Big Bear Boulevard, Big Bear Lake, California 92315
Kai Hospitality LP Brentwood, CA 7605 Brentwood Boulevard, Brentwood, California 94513
Greens Orchard LLC Calexico, CA 2501 Scaroni Ave, Calexico, California 92231
Newport Taft Inc. Cardiff Beach Encinitas, CA 1661 Villa Cardiff Dr., Cardiff, California 92007
MG Hospitality Carlsbad LLC Carlsbad-North San Diego County, CA 2229 Palomar Airport Road, Carlsbad, California 92011

EXHIBIT A

Bright Casa Sirena LLC Channel Islands Harbor, CA 3231 Peninsula Road, Oxnard, California 93035
Eastlake Lodging Inc. Chula Vista Eastlake, CA 2424 Fenton St, Chula Vista, California 91914
WRSJG LLC Concord, CA 1785 Pine Street, Concord, California 94520
Pacific Coast Hospitality LLC Costa Mesa Newport Beach, CA 2070 Newport Blvd, Costa Mesa, California 92627
Surya Hospitality LLC El Centro, CA 598 E. Wake Ave., El Centro, California 92243
Hamcor Investments LLC Fremont, CA 46500 Landing Parkway, Fremont, California 94538
River Park Hospitality Inc. Fresno Airport, CA 1515 N Peach Ave, Fresno, California 93727
Imperial Heritage LLC Irvine East - Lake Forest, CA 27102 Towne Centre Drive, Foothill Ranch, California 92610
Deep Sea Hospitality LLC Irvine Spectrum Lake Forest, CA 23021 Lake Center Drive B, Lake Forest, California 92630
Brahma Enterprises Inc. Livermore-East Bay, CA 2850 Constitution Drive, Livermore, California 94551
MCP HH HOTEL TRS LB LLC Long Beach Airport, CA 3771 N Lakewood Blvd., Long Beach, California 90808
LAX Ton Operator LLC Los Angeles Airport, CA 10300 La Cienega Boulevard, Inglewood, California 90304
Heprand Hospitality Inc. Los Angeles/Arcadia/Pasadena, CA 311 E. Huntington Drive, Arcadia, California 91006
Theoxenia LLC Los Angeles/Carson/Torrance, CA 767 Albertoni St., Carson, California 90746
Apple Nine Hospitality Management Inc. Los Angeles/Orange County/Cypress, CA 10900 Yamaha Way, Cypress, California 90630
Apple Nine Hospitality Management Inc. Los Angeles/Santa Clarita, CA 25259 The Old Road, Santa Clarita, California 91381
Covina Management LLC Los Angeles/West Covina, CA 3145 E. Garvey Ave. N., West Covina, California 91791
Holdings of Mohamad Pournamdari Los Angeles-Int'l Airport/Hawthorne, CA 11430 Acacia Ave., Hawthorne, California 90250
Amcor Investments LLC Milpitas, CA 215 Barber Court, Milpitas, California 95035
Del Monte Hospitality LLC Monterey, CA 2401 Del Monte Avenue, Monterey, California 93940
Morgan Hill Hotel LP Morgan Hill, CA 16115 Condit Road, Morgan Hill, California 95037
Escape Hospitality LLC Morro Bay, CA 295 Atascadero Road, Morro Bay, California 93442
GREENS NEEDLES LLC Needles, CA 1803 Needles Hwy, Needles, California 92363
SN BC LLC Norco-Corona-Eastvale CA 1530 Hamner Ave., Norco, California 92860
Hollywood Stay Hotel LLC North Hollywood, CA 11350 Burbank Blvd, North Hollywood, California 91601
JSR Global Hospitality YAH LLC Oakhurst-Yosemite, CA 40740 Highway 41, Oakhurst, California 93644
OAK 378 LLC Oakland Downtown-City Center, CA 378 11th Street, Oakland, California 94607
Dev Holdings LLC Oakland/Hayward, CA 24137 Mission Boulevard, Hayward, California 94544
PATTERSON LODGING INC. Patterson, CA 2467 Sperry Avenue, Patterson, California 95363
BPR Properties Petaluma LLC Petaluma, CA 450 Jefferson St, Petaluma, California 94952
Greens Market Street LLC Riverside Downtown, CA 3505 Market Street, Riverside, California 92501
Greens Inv 2 LLC Riverside March Air Reserve Base, CA 22440 Van Buren Blvd, Riverside, California 92518
CNI THL OPS LLC Sacramento/Rancho Cordova, CA 10755 Gold Center Drive, Rancho Cordova, California 95670
Del Mar Hotel LLC San Diego/Del Mar, CA 11920 El Camino Real, San Diego, California 92130
G5 Global Partners IX LLC San Diego/Mission Valley, CA 2151 Hotel Circle South, San Diego, California 92108

EXHIBIT A

Apple Seven Services San Diego Inc. San Diego-Downtown/Airport Area, CA 1531 Pacific Highway, San Diego, California 92101
Carlstead LLC San Diego-Kearny Mesa, CA 5434 Kearny Mesa Road, San Diego, California 92111
Reneson Daly City LLC San Francisco/Daly City, CA 2700 Junipero Serra Boulevard, Daly City, California 94015
Mint Development L.P. San Francisco/Downtown-Convention Center, CA 942 Mission Street, San Francisco, California 94103
Sri Ram Enterprises Inc. San Francisco-Airport, CA 300 Gateway Blvd., South San Francisco, California 94080
SJS Operating Tenant VII LLC San Jose Cherry Ave, CA 5190 Cherry Ave, San Jose, California 95118
North City Hotel One LLC San Marcos, CA 123 E. Carmel Street, San Marcos, California 92078
GHG SB Goleta LLC Santa Barbara/Goleta 5665 Hollister Ave., Goleta, California 93117
Prince Hospitality LLC Santa Clarita-Valencia, CA 28700 Newhall Ranch Rd, Santa Clarita, California 91355
2424 Mission St LLC Santa Cruz West, CA 2424 Mission Street, Santa Cruz, California 95060
Bayside Resorts Santa Cruz, CA 1505 Ocean Street, Santa Cruz, California 95060
FP Hospitality LLC Selma, CA 3410 Floral Avenue, Selma, California 93662
Holdings of Gaurav Deep Sethi Stockton, CA 3651 Arch Rd., Stockton, California 95215
CNI THL OPS LLC Tracy, CA 2400 Naglee Road, Tracy, California 95376
S B HoldingsTurlock L.P. Turlock, CA 1821 Lander Ave, Turlock, California 95380
SK Inns of America Inc. Ukiah, CA 1160 Airport Park Boulevard, Ukiah, California 95482
Lotus Hotels Union Landing Inc. Union City, CA 31040 Alvarado-Niles Road, Union City, California 94587
Sak Hospitality Inc. Vallejo, CA 1596 Fairgrounds Dr, Vallejo, California 94589
Interlink Properties L.P. Visalia, CA 4747 W. Noble Ave, Visalia, California 93277

COLORADO
Diamond Hospitality LLC Alamosa, CO 710 Mariposa Street, Alamosa, Colorado 81101
Twenty One Lodging LLC Aurora Medical Center Denver, CO 2556 North Oswego Street, Aurora, Colorado 80010
Turnpike Lodging LLC Boulder/Louisville, CO 912 W. Dillon Road, Louisville, Colorado 80027
TK Hotels, Inc. Canon City, CO 102 McCormick Parkway, Canon City, Colorado 81212
Poinco Castle Inc Castle Rock, CO 4830 Castleton Way, Castle Rock, Colorado 80109
Dreamcatcher Colorado Springs LLC Colorado Springs I-25 Central, CO 1060 Kelly Johnson Blvd, Colorado Springs, Colorado 80920
Shree Vinayak Hospitality LLC Colorado Springs Northeast, CO 4380 Integrity Centerpoint Drive, Colorado Springs, Colorado 80917
Hotel Powers Inc. Colorado Springs-Airport, CO 2077 Aerotech Drive, Colorado Springs, Colorado 80916
Banner Hospitality Inc. Denver Northeast-Brighton, CO 992 Platte River Blvd, Brighton, Colorado 80601
Dia Cherry Creek LLC Denver Tech Center South, CO 7079 South Kenton Street, Centennial, Colorado 80112
Veer Hospitality Lakewood LLC Denver West Federal Center 137 Union Boulevard, Lakewood, Colorado 80228
Denver Airport Lodging LLC Denver-International Airport, CO 6290 Tower Road, Denver, Colorado 80249
Westminster Summit LLC Denver-Northwest/Westminster, CO 5030 West 88th Place, Westminster, Colorado 80031
Golden Lodging LP Denver-West/Golden, CO 17150 W. Colfax Avenue, Golden, Colorado 80401

EXHIBIT A

KT Durango LLC Durango, CO 3777 Main Ave., Durango, Colorado 81301
1152 Main LLC Fort Morgan 1152 Main Street, Fort Morgan, Colorado 80701
Harmony Hospitality LLC CO Ft. Collins, CO 1620 Oakridge Dr., Fort Collins, Colorado 80525
Glenwood Springs Hotels LLC Glenwood Springs, CO 401 West First Street, Glenwood Springs, Colorado 81601
Western Hospitality LLC Grand Junction Downtown/Historic Main Street, CO 205 Main Street, Grand Junction, Colorado 81501
Holdings of Ashwin Avik Amin La Junta, CO 27800 US Hwy 50, La Junta, Colorado 81050
MNR L.L.C Longmont, CO 850 S. Main Street, Longmont, Colorado 80501
Stonebridge McWhinney LLC Loveland, CO 5500 Stone Creek Circle, Loveland, Colorado 80538
Mesa Verde Hospitality LLC Mesa Verde/Cortez, CO 2244 E. Hawkins Street, Cortez, Colorado 81321
S3 Montrose LLC Montrose, CO 1980 North Townsend, Montrose, Colorado 81401

CONNECTICUT
Danbury Lodging LLC Danbury, CT 81 Newtown Road, Danbury, Connecticut 6810
RHP Groton Hospitality LLC. Groton, CT 300 Long Hill Rd., Groton, Connecticut 6340
BUFFALOWINDSOR ASSOCIATES LLC Hartford-Airport, CT 2168 Poquonock Avenue, Windsor, Connecticut 6095
BC Alpha Acquisition LLC Milford, CT 129 Plains Rd., Milford, Connecticut 6460
395 Properties LLC Norwich, CT 154 Salem Turnpike, Norwich, Connecticut 6360
V2 Capital Shelton LLC Shelton, CT 695 Bridgeport Avenue, Shelton, Connecticut 6484
Enfield Lodging LLC Springfield-South/Enfield, CT 20 Phoenix Avenue, Enfield, Connecticut 6082
Waterbury Hospitality Group LLC Waterbury, CT 777 Chase Parkway, Waterbury, Connecticut 6708

DELAWARE
K W Lodging LLC Dover, DE 1568 North DuPont Highway, Dover, Delaware 19901
Hub North LLC Middletown, DE 117 Sand Hill Drive, Middletown, Delaware 19709
Milford Hospitality LLC Milford, DE 100 Lighthouse Estates Drive, Milford, Delaware 19963
Inns of Rehoboth Beach LLC Rehoboth Beach, DE 18826 Coastal Highway, Rehoboth Beach, Delaware 19971
SRS Management Corporation Seaford, DE 22871 Sussex Highway, Seaford, Delaware 19973

DISTRICT OF COLUMBIA
NOMA Hospitality LLC Washington DC NoMa Union Station 501 New York Ave NE, Washington, District of Columbia 20002
Palmetto Hospitality of Washington DC II LLC Washington, DC/White House 1729 H Street N.W., Washington, District of Columbia 20006
BCORE 901 6th St TRS LLC Washington-Downtown-Convention Center, DC 901 6th Street., NW, Washington, District of Columbia 0

FLORIDA
Amelia Island Hotel Associates L. P. Amelia Island at Fernandina Beach, FL 2549 Sadler Road, Fernandina Beach, Florida 32034

EXHIBIT A

Beechwood Bartow Hotel LLC Bartow, FL 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830
Hotels of Boca Raton LLC Boca Raton, FL 1455 Yamato Road, Boca Raton, Florida 33431
HIT Portfolio I HIL TRS LLC Boca Raton/Deerfield Beach, FL 660 West Hillsboro Blvd., Deerfield Beach, Florida 33441
BSH Limited Partnership II Bonita Springs/Naples-North, FL 27900 Crown Lake Boulevard, Bonita Springs, Florida 34135
Brooksville Hospitality LLC Brooksville/Dade City, FL 30301 Cortez Blvd., Brooksville, Florida 34602
B.A. Hospitality LLC Clewiston, FL 305 West Sugarland Highway, Clewiston, Florida 33440
Ocean Partner's Associates LLLP Cocoa Beach/Cape Canaveral, FL 3425 N. Atlantic Ave., Cocoa Beach, Florida 32931
Trident Hotel Group LLC Crestview I-10, FL 112 John King Road, Crestview, Florida 32539
MLD 3 LLC Crystal River, FL 1103 North Suncoast Boulevard, Crystal River, Florida 34429
KMD Hotel Group 5 LLC Dade City/Zephyrhills, FL 13215 US HWY 301, Dade City, Florida 33525
1024 North Atlantic Daytona Beach Owner LLC Daytona Beach/Beachfront, FL 1024 North Atlantic Avenue, Daytona Beach, Florida 32118
M4 Daytona HI Tenant LLC Daytona Shores-Oceanfront, FL 3135 South Atlantic Avenue, Daytona Beach Shores, Florida 32118
Elite Hospitality V LLC Daytona Speedway-Airport, FL 1715 W International Speedway Blvd., Daytona Beach, Florida 32114
Kadakia Hospitality OB LLC Daytona/Ormond Beach, FL 155 Interchange Boulevard, Ormond Beach, Florida 32174
Nova Debary Hotels LLC Debary/Deltona/Orange City, FL 308 Sunrise Blvd., Debary, Florida 32713
PHG Delray Beach LLC Delray Beach, FL 201 NE 4th Avenue, Delray Beach, Florida 33483
AV Florida Hotel LLC Dunedin, FL 2641 Michael Place, Dunedin, Florida 34698
BFLOEllenton Associates LLC Ellenton/Bradenton, FL 5810 20th Court East, Ellenton, Florida 34222
CNI THL OPS LLC Fort Lauderdale-Cypress Creek, FL 720 East Cypress Creek Road, Fort Lauderdale, Florida 0
Holdings of Ravi B. Patel Fort Myers Downtown, FL 2151 Johnson Street, Fort Myers, Florida 33901
Florida Hospitality Resorts Inc. Fort Myers-Airport I-75, FL 9241 Market Place Rd., Fort Myers, Florida 33912
BCORE Select Raven 1 TRS LLC Fort Walton Beach, FL 1112 Santa Rosa Blvd., Fort Walton Beach, Florida 32548
Prive Hospitality FTL LLC Ft. Lauderdale Airport North Cruise Port 2301 SW 12th Avenue, Fort Lauderdale, Florida 33315
Apple Nine Florida Services Inc. Ft. Lauderdale/Downtown Las Olas Area, FL 250 North Andrews Avenue, Fort Lauderdale, Florida 33301
78th Avenue Hospitality LLC Ft. Lauderdale/Plantation, FL 7801 S.W. 6th Street, Plantation, Florida 33324
PB1 Hotels LLC Ft. Lauderdale/Pompano Beach, FL 900 S Federal Highway, Pompano Beach, Florida 33062
Wynne Building Corporation Ft. Lauderdale-Commercial Blvd., FL 4499 W. Commercial Boulevard, Tamarac, Florida 33319
Pines Hotel Group Ltd. Ft. Lauderdale-West/Pembroke Pines, FL 1900 NW 150th Avenue, Pembroke Pines, Florida 33028
GD Hospitality LLC Gainesville, FL 4225 SW 40th Blvd., Gainesville, Florida 32608
Hallandale Group Limited Partnership Hallandale Beach Aventura, FL 1000 South Federal Highway, Hallandale Beach, Florida 33009
Pios Grande Jacksonville Resort LLC Jacksonville Beach/Oceanfront, FL 1515 First Street North, Jacksonville Beach, Florida 32250
Vista Hotel Inc. Jacksonville South/I-95 at JTB, FL 4681 Lenoir Avenue South, Jacksonville, Florida 32216
Chaffee Point Hospitalities LLC Jacksonville/I-10 West, FL 548 Chaffee Point Blvd., Jacksonville, Florida 32221
AON HI JAX LLC Jacksonville/Ponte Vedra Beach-Mayo Clinic Area, FL 1220 Marsh Landing Parkway, Jacksonville Beach, Florida 32250
SMNAJ JAX LLC Jacksonville-Downtown-I-95, FL 1331 Prudential Drive, Jacksonville, Florida 32207

EXHIBIT A

Sun Coast Hospitality LLC Jacksonville-East/Regency Sq., FL 1021 Hospitality Lane, Jacksonville, Florida 32225
LRP Hotels of Jacksonville LLC Jacksonville-I-295 East/Baymeadows, FL 8127 Point Meadows Dr., Jacksonville, Florida 32256
Shivam Hospitality Group LLC Jupiter/Juno Beach, FL 13801 U.S. Highway 1, Juno Beach, Florida 33408
Pacifica Key Largo L.P. Key Largo, FL 102400 Overseas Highway, Key Largo, Florida 33037
Key West Hotels LLC Key West, FL 3755 S. Roosevelt Boulevard, Key West, Florida 33040
PINNACLE HOLDINGSXII LLC Kissimmee North, FL 151 Centerview Blvd, Kissimmee, Florida 34744
Platinum Hospitality Inc. Lakeland, FL 4420 North Socrum Loop Road, Lakeland, Florida 33809
Leesburg Hotel Investment LLC Leesburg/Tavares, FL 9630 US-441, Leesburg, Florida 34788
AVJC Enterprise LLC Marathon - Florida Keys, FL 13351 Overseas Highway, Marathon, Florida 33050
Magnolia 71 LLC Marianna I-10, FL 2045 Highway 71, Marianna, Florida 32448
Mary Matha Hospitality Group LLC Melbourne, FL 194 Coastal Lane, Melbourne, Florida 32904
SRP Legacy Investment LLC Melbourne/Viera, FL 130 Sheriff Drive, Melbourne, Florida 32940
Miami Airport Lodging LLC Miami - Airport East, FL 3449 NW 42nd Ave., Miami, Florida 33142
Kelco Dadeland Associates Ltd. Miami Dadeland, FL 8200 SW 70th Avenue, Miami, Florida 33143
Vista Myrtle Beach Hotel LP Miami-Airport West, FL 3620 NW 79th Avenue, Doral, Florida 33166
Grove Hotel Group Ltd. Miami-Coconut Grove/Coral Gables, FL 2800 SW 28th Terrace, Coconut Grove, Florida 33133
Sagani LLC Mount Dora, FL 19700 US Highway 441, Mount Dora, Florida 32757
Shree Mahalaxmi MAA LLC Naples I-75, FL 2630 Northbrooke Plaza Drive, Naples, Florida 34119
Naples Hospitality Limited Partnership II Naples-Central, FL 3210 Tamiami Trail N., Naples, Florida 34103
Key New Smyrna LLC New Smyrna Beach, FL 214 Flagler Avenue, New Smyrna Beach, Florida 32169
Ansley Road Investments LLC Niceville/Eglin AFB, FL 4400 Ansley Drive, Niceville, Florida 32578
SYM Capital Partners LLC Ocoee Orlando, FL 11405 West Colonial Drive, Ocoee, Florida 34761
Trinity Hotel Group LLC Odessa Trinity, FL 11780 SR 54, Odessa, Florida 33556
MotManCo Inc. Okeechobee, FL 1200 State Road 70 East, Okeechobee, Florida 34972
Savoy Hospitality LLC Orlando closest to Universal, FL 5621 Windhover Drive, Orlando, Florida 32819
HIT Portfolio II TRS LLC Orlando Int'l Dr. Area/Convention Center, FL 8900 Universal Boulevard, Orlando, Florida 32819
OK Universal LLC Orlando Near Universal Blv/International Dr, FL 7110 S. Kirkman Road, Orlando, Florida 32819
PG Orlando Nona Master Tenant LLC Orlando Southeast Nona, FL 10002 Eagle Creek Sanctuary Blvd, Orlando, Florida 32832
LBV Property Associates LLC Orlando/Lake Buena Vista, FL 8150 Palm Parkway, Orlando, Florida 32836
OK Airport LLC Orlando-International Airport, FL 5767 T.G. Lee Blvd., Orlando, Florida 32822
Hospitality Express Inns Inc. Orlando-S. of Walt Disney Resort,FL 44117 Highway 27, Davenport, Florida 33897
SHP Hospitality LLC Palatka, FL 100 Memorial Parkway, Palatka, Florida 32177
HIT Portfolio I HIL TRS LLC Palm Beach Gardens, FL 4001 RCA Boulevard, Palm Beach Gardens, Florida 33410
2909 THOMAS DR PCB LLC Panama City Beach, FL 2909 Thomas Drive, Panama City Beach, Florida 32408
H S Development LLC Pensacola Beach/Gulf Front, FL 2 Via De Luna, Pensacola Beach, Florida 32561

EXHIBIT A

Innvest Airport PNS LLC Pensacola-Arpt (Cordova Mall Area), FL 2187 Airport Boulevard, Pensacola, Florida 32504
Capital Florida Management LLC Perry, FL 2399 South Byron Butler Pkwy., Perry, Florida 32348
Holdings of Mike A. Desai Pinellas Park St. Petersburg, FL 3845 Park BLVD N, Pinellas Park, Florida 33781
Henderson Properties LLC Plant City, FL 2702 Thonotosassa Road, Plant City, Florida 33563
Sandhill Operations LLC Port Charlotte, FL 24480 Sandhill Boulevard, Port Charlotte, Florida 33983
Payal Hospitality Inc Quincy, FL 165 Spooner Road, Quincy, Florida 32351
TMGOC 5995 Sarasota LLC Sarasota - I-75 Bee Ridge, FL 5995 Cattleridge Boulevard, Sarasota, Florida 34232
QDI USA Development LLC Spring Hill, FL 1344 Commercial Way, Spring Hill, Florida 34606
QDI 5 LLC St. Augustine - I-95, FL 2525 CR 208, Saint Augustine, Florida 32092
Arvin Enterprises Inc. St. Augustine Beach, FL 430 A-1-A Beach Blvd., Saint Augustine, Florida 32080
Ponce Hospitality Inc. St. Augustine Downtown Historic District, FL 1302 N Ponce De Leon Blvd, St. Augustine, Florida 32084
Jalaram Hotels Inc. St. Augustine US1 North, FL 2050 North Ponce de Leon Blvd., Saint Augustine, Florida 32084
Kelco Apalachee Associates I Ltd. Tallahassee-Central, FL 2979 Apalachee Parkway, Tallahassee, Florida 32301
East Kennedy Suites Operator LLC Tampa Downtown Channel District, FL 1155 East Kennedy Boulevard, Tampa, Florida 33602
Tampa Bay Hotels LLC Tampa Fairgrounds Casino, FL 4506 Oak Fair Blvd, Tampa, Florida 33610
Rocky Point Investment 1 LLC Tampa-Airport/Rocky Point, FL 3035 N. Rocky Point Drive E., Tampa, Florida 33607
4817WL Group LLC Tampa-International Airport/Westshore, FL 4817 W. Laurel Street, Tampa, Florida 33607
BIG Tampa LLC Tampa-Veterans Expwy Airport North, FL 5628 W. Waters Avenue, Tampa, Florida 33634
Milestone Hospitality LLC Titusville-I-95/Kennedy Space Center, FL 4760 Helen Hauser Boulevard, Titusville, Florida 32780
Shriji of Vero LLC. Vero Beach I-95, FL 9350 19th Lane, Vero Beach, Florida 32966
HIT Portfolio I HIL TRS LLC West Palm Beach/Fl Turnpike, FL 2025 Vista Parkway, West Palm Beach, Florida 0
LAKE WORTH HOSPITALITY L.L.L.P. West Palm Beach/Lake Worth-Turnpike, FL 8205 Lake Worth Road, Lake Worth, Florida 33467
BCORE Select Raven 1 TRS LLC West Palm Beach-Airport/Central, FL 1601 Worthington Road, West Palm Beach, Florida 33409
New Realty Investments LLC Weston Ft. Lauderdale, FL 2201 N Commerce Pkwy, Weston, Florida 33326
CAS Holdings LLC Winter Haven, FL 202 Cypress Gardens Boulvard, Winter Haven, Florida 33880

GEORGIA

SIARAM LLC Acworth, GA 1320 Hwy 92, Acworth, Georgia 30102
Varni Hospitality LLC Adel, GA 1500 West Fourth Street, Adel, Georgia 31620
HAP Alpharetta LLC Alpharetta Roswell, GA 10740 Westside Way, Alpharetta, Georgia 30009
Bran Hospitality Inc. Americus, GA 1609 East Lamar Street, Americus, Georgia 31709
MJC Athens LLC Athens, GA 2220 W. Broad Street, Athens, Georgia 30606
TMK Hospitality LLC Atlanta Fayetteville, GA 110 Meeting Place Drive, Fayetteville, Georgia 30214
Busbee Hotel Holdings LLC Atlanta Kennesaw, GA 3405 Busbee Drive, Kennesaw, Georgia 30144
Hare Krishna Cumberland Hotel LLC Atlanta NW Cumberland, GA 2775 Cumberland Parkway, Atlanta, Georgia 30339

EXHIBIT A

TCHM LLC Atlanta/Conyers, GA 1340 Dogwood Drive SE, Conyers, Georgia 30013
LHG Cumming LLC Atlanta/Cumming, GA 915 Ronald Reagan Blvd., Cumming, Georgia 30041
Sunwest Investments Inc. Atlanta/Douglasville, GA 6371 Douglas Blvd., Douglasville, Georgia 30135
LOGIK 7790 LLC Atlanta/Fairburn, GA 7790 Ella Lane, Fairburn, Georgia 30213
Lawrenceville Lodging LLC Atlanta/Lawrenceville/Gwinnett Co., GA 1135 Lakes Parkway, Lawrenceville, Georgia 30043
AFVA Hospitality LLC Atlanta/McDonough, GA 250 Avalon Court, McDonough, Georgia 30253
Newnan Hotel Managers LLC Atlanta/Newnan, GA 50 Hampton Way, Newnan, Georgia 30265
TMK PTC LLC Atlanta/Peachtree City, GA 300 Westpark Dr., Peachtree City, Georgia 30269
SM Investors LLC Atlanta/Stone Mountain, GA 1737 Mountain Industrial Blvd., Stone Mountain, Georgia 30083
Renaissance Group Woodstock Inc. Atlanta/Woodstock, GA 450 Parkway 575, Woodstock, Georgia 30188
Shree Keshav Hotel LLC Atlanta-Buckhead, GA 3398 Piedmont Rd., NE, Atlanta, Georgia 30305
KNS Canton LLC Atlanta-Canton, GA 710 Transit Avenue, Canton, Georgia 30114
Paramount Atlanta LLC Atlanta-Georgia Tech/Downtown, GA 244 North Avenue, N.W., Atlanta, Georgia 30313
Stirling TRS Buford I LLC Atlanta-Mall of Georgia, GA 3240 Buford Drive, Buford, Georgia 30519
Northlake Hotel Investors LLC Atlanta-Northlake, GA 3400 Northlake Pkwy NE, Atlanta, Georgia 30345
769 Hammond Atlanta LLC Atlanta-Perimeter Center, GA 769 Hammond Drive NE, Atlanta, Georgia 30328
Imperial Investments Southlake LLC Atlanta-Southlake, GA 1533 Southlake Pkwy, Morrow, Georgia 30260
MK Hotels LLC Atlanta-Stockbridge, GA 7342 Hannover Parkway North, Stockbridge, Georgia 30281
MVK AARS Hospitality LLC Atlanta-Town Center/Kennesaw, GA 871 Cobb Place Blvd., Kennesaw, Georgia 30144
Holdings of Dr. Harinderjit Singh Augusta Fort Gordon, GA 306 Timbercreek Lane, Augusta, Georgia 30909
Bran Hospitality Bainbridge Inc. Bainbridge, GA 1522 Tallahassee Highway, Bainbridge, Georgia 39819
Blue Ridge Hotel LLC Blue Ridge, GA 50 W. Main Street, Blue Ridge, Georgia 30513
Vivaana LLC Bremen-I-20 (Carrollton Area), GA 28 Price Creek Road, Bremen, Georgia 30110
Highland Lodging LLC Carrollton, GA 102 South Cottage Hill Road, Carrollton, Georgia 30117
Dhruvin III Inc. Cartersville, GA 5600 Hwy 20 SE, Cartersville, Georgia 0
Four JS Family LLLP Columbus Downtown, GA 1201 Broadway Avenue, Columbus, Georgia 31901
Four JS Family LLLP Columbus South Fort Benning, GA 2870 S. Lumpkin Rd., Columbus, Georgia 31903
Four JS Family LLLP Columbus-North, GA 7390 Bear Lane, Columbus, Georgia 0
Maiya Madhu Inc. Commerce, GA 153 Hampton Court, Commerce, Georgia 30529
Gold Key Hospitality LLC Cornelia, GA 161 Market Corners Drive, Cornelia, Georgia 30531
Royal Hotel Investments of Covington Inc. Covington, GA 14460 Paras Dr, Covington, Georgia 30014
1000 Market Street, LLC Dalton, GA 1000 Market Street, Dalton, Georgia 30720
Capstone Hotel Group LLC Douglas, GA 1604 S. Peterson Avenue, Douglas, Georgia 31533
Emerson Hospitality LLC Emerson LakePoint, GA 86 Old Allatoona Rd SE, Cartersville, Georgia 30121
Bran Hospitality Forsyth Inc. Forsyth, GA 360 S Frontage Rd, Forsyth, Georgia 31029

EXHIBIT A

N R HOTELS INC. Gainesville, GA 450 Jesse Jewel Parkway, SW, Gainesville, Georgia 30501
HMS Operating Inc. Helen, GA 147 Unicoi Street, Helen, Georgia 30545
VIP Liberty LLC. Hinesville, GA 1148 E. Oglethorpe Highway, Hinesville, Georgia 31313
Desai Brothers LLC Kingsland, GA 102 Readdick Ave, Kingsland, Georgia 31548
Four JS Family LLLP LaGrange near Callaway Gardens, GA 100 Willis Circle, LaGrange, Georgia 30240
P S Hotels Inc. Lake Hartwell, GA 1357 E Franklin St, Hartwell, Georgia 30643
Quality Oil Company LLC Lawrenceville Duluth, GA 6010 Sugarloaf Parkway, Lawrenceville, Georgia 30043
U.S. Hospitality Management LLC Locust Grove, GA 345 Tanger Blvd., Locust Grove, Georgia 30248
Madison Hospitality LLC Madison, GA 2012 Eatonton Road, Madison, Georgia 30650
Milledgeville Lodging LLC Milledgeville, GA 2461 N. Columbia Street, Milledgeville, Georgia 31061
Northlake Development LLC Moultrie, GA 441 Hampton Way NE, Moultrie, Georgia 31788
DRAP Lodging LLC Norcross, GA 5655 Jimmy Carter Blvd., Norcross, Georgia 30071
Baraka Hospitality Group LLC Peachtree Corners/Norcross, GA 440 Technology Parkway NW, Peachtree Corners, Georgia 30092
Vasp Hospitality L.L.C. Ringgold/Ft. Oglethorpe, GA 6875 Battlefield Parkway, Ringgold, Georgia 30736
NF IVVA SSCI HI Savannah Op Co LLC Savannah-Historic District, GA 201 E. Bay St., Savannah, Georgia 31401
MCRT3 Savannah Tenant LLC Savannah-I-95 North, GA 7050 GA-21, Port Wentworth, Georgia 31407
Shree Swamiji Inc. Savannah-I-95/Richmond Hill, GA 4679 Highway 17, Richmond Hill, Georgia 31324
Atlantic Hospitality Ventures L.L.C. St. Simons Island, GA 2204 Demere Road, Saint Simons Island, Georgia 31522
BPR Statesboro LLC Statesboro, GA 350 Brampton Avenue, Statesboro, Georgia 30458
Camp Hospitality Inc. Thomasville, GA 1950 Georgia Highway 122, Thomasville, Georgia 31757
Palmetto Hotels Inc. Thomson, GA 1702 Washington Road, Thomson, Georgia 30824
Heed Hospitality LLC Valdosta/Lake Park Area, GA 4906 Timber Drive, Lake Park, Georgia 31636
Bran Hospitality Vidalia Inc. Vidalia, GA 3303 East First St, Vidalia, Georgia 30474
Legendary Hospitality LLC Warner Robins, GA 4000 Watson Blvd., Warner Robins, Georgia 31093
Shree Rama Inc Waycross, GA 1720 Brunswick Highway, Waycross, Georgia 31501
Shree Gurudev Dutt LLC Waynesboro, GA 235 Peachtree Street, Waynesboro, Georgia 30830

IDAHO

BHH HA LLC Boise-Airport, ID 3270 South Shoshone, Boise, Idaho 83705
TR2 LLC Burley, ID 560 Hampton Drive, Burley, Idaho 83318
Hotel Developers Idaho Falls No. 1, LLC Idaho Falls At The Mall, ID 2500 Channing Way, Idaho Falls, Idaho 83404
Hotel DevelopersEagle Rock LLC Idaho Falls/Airport, ID 645 Lindsay Blvd, Idaho Falls, Idaho 83402
NPH LLC Lewiston, ID 2701 Nez Perce Drive, Lewiston, Idaho 83501
Twin Falls Hotels LLC Twin Falls, ID 1658 Fillmore Street North, Twin Falls, Idaho 83301

EXHIBIT A

ILLINOIS

Super Rajal L.L.C. Bloomington-West, IL 906 Maple Hill Road, Bloomington, Illinois 61705
NNDYM KB Inc. Bourbonnais/Kankakee, IL 64 Ken Hayes Drive, Bourbonnais, Illinois 60914
Carbondale Hotels LLC Carbondale, IL 2175 Reed Station Parkway, Carbondale, Illinois 62901
Champaign West Hospitality LLC Champaign Southwest, IL 3308 Mission Drive, Champaign, Illinois 61822
HIT Portfolio II MISC TRS LLC Champaign/Urbana, IL 1200 West University Avenue, Urbana, Illinois 61801
VH MALIHA CHICAGO INC Chicago Downtown/Magnificent Mile, IL 160 E. Huron St., Chicago, Illinois 60611
Integrated Motor Club LLC Chicago Downtown/N Loop/Michigan Ave, IL 68 E. Wacker Place, Chicago, Illinois 60601
Michigan Cermak Indiana LLC Chicago McCormick Place, IL 123 East Cermak, Suite 100, Chicago, Illinois 60616
Albion Hotel LLC Chicago North/Loyola Station, IL 1209 West Albion Ave, Chicago, Illinois 60626
Wrigley Hospitality Inc. Chicago Orland Park, IL 16176 LaGrange Road, Orland Park, Illinois 60467
Shubert Hotel Associates LLC Chicago Theatre District, IL 22 W. Monroe, Chicago, Illinois 60603
U.S. REIF Jupiter N. Jefferson Fee LLC Chicago West Loop Fulton Market Area, IL 116 N Jefferson, Chicago, Illinois 60661
Maa Krupa Hotels LLC Chicago/Gurnee, IL 5550 Grand Ave., Gurnee, Illinois 60031
RRG1 Hospitality Operating LLC Chicago/Naperville, IL 1087 East Diehl Rd., Naperville, Illinois 60563
H.I. HERITAGE INN OF TINLEY PARK OPCO L.L.C. Chicago/Tinley Park, IL 18501 North Creek Drive, Tinley Park, Illinois 60477
HI Carol Stream LLC Chicago-Carol Stream, IL 205 North Avenue, Carol Stream, Illinois 60188
RLJ II HA Midway Lessee LLC Chicago-Midway Airport, IL 6540 S. Cicero Ave., Bedford Park, Illinois 60638
Saga Chicago Co. Ltd. Chicago-O'Hare Int'l Airport, IL 3939 N. Mannheim Rd., Schiller Park, Illinois 60176
BGMR HAMC L.L.C. Collinsville, IL 7 Commerce Drive, Collinsville, Illinois 62234
Evergreen Hospitality LLC Decatur Southeast, IL 4855 East Evergreen Court, Decatur, Illinois 62521
Newgen Assets LLC DeKalb (Near the University), IL 663 S. Annie Glidden Road, DeKalb, Illinois 60115
KSR Hospitality LLC Freeport, IL 109 S. Galena Avenue, Freeport, Illinois 61032
Woodstock Hotel Inc. Huntley Chicago, IL 13000 Illinois Route 47, Huntley, Illinois 60142
Century Hospitality LLC Jacksonville, IL 1725 West Morton Avenue, Jacksonville, Illinois 62650
SIDDHI VINAYAK INC Joliet - I-55, IL 3555 Mall Loop Drive, Joliet, Illinois 60431
Umiya Hotel Venture LLC Joliet - I-80, IL 1521 Riverboat Center Drive, Joliet, Illinois 60436
Shri Saigroup LLC Lincoln, IL 1019 North Heitmann Drive, Lincoln, Illinois 62656
Mahantraj Sayre LLC Litchfield, IL 11 Thunderbird Circle, Litchfield, Illinois 62056
Macomb Hotel LLC Macomb, IL 1639 East Jackson Street, Macomb, Illinois 61455
AMI HOTELS LLC McHenry, IL 1555 South Route 31, McHenry, Illinois 60050
Brisam Vernon LLC Mount Vernon, IL 221 Potomac Boulevard, Mount Vernon, Illinois 62864
Regency Park Investors LLC O'Fallon, IL 430 Regency Park, O'Fallon, Illinois 62269
North Ottawa Hotel Group L.L.C. Ottawa (Starved Rock Area), IL 4115 Holiday Lane, Ottawa, Illinois 61350
Paris Hospitality LLC Paris, IL 2006 South Main Street, Paris, Illinois 61944

EXHIBIT A

Johnson Peoria Ventures L.L.C. Peoria-East At The River Boat Crossing, IL 11 Winners Way, East Peoria, Illinois 61611
Pontiac Hotel Associates LLC Pontiac, IL 2000 Grand Prix Drive, Pontiac, Illinois 61764
Shyam RF Inc Rockford, IL 615 Clark Drive, Rockford, Illinois 0
FICUS TREE PARTNERS PEKIN LLC St. Louis/Columbia, IL 165 Admiral Trost Dr., Columbia, Illinois 62236
Yorkville Hospitality LLC Yorkville, IL 310 East Countryside Parkway, Yorkville, Illinois 60560

INDIANA

Brisam Anderson LLC Anderson, IN 2312 Hampton Drive, Anderson, Indiana 46013
Auburn Hospitality Inc. IN Auburn, IN 1020 Smaltz Way, Auburn, Indiana 46706
Bedford Hotel Developers LLC and GVPT Bedford LLC as TenantsinCommon Bedford, IN 1322 Becky Skillman Way, Bedford, Indiana 47421
DLC Hotel II LLC Bloomington, IN 2100 N. Walnut St., Bloomington, Indiana 47404
J Enterprises Inn of Columbus LLC Columbus/Taylorsville/Edinburgh, IN 12161 N. US 31, Edinburgh, Indiana 46124
Corydon Hotel Developers LLC Corydon, IN 2455 Landmark Avenue, Corydon, Indiana 47112
CP Stay 1 LLC Crown Point, IN 10850 Delaware Parkway, Crown Point, Indiana 46307
Shree Ram LLC of Elkhart Elkhart, IN 215 Northpointe Blvd., Elkhart, Indiana 46514
Ashford TRS Evansville I LLC Evansville, IN 8000 Eagle Crest Blvd., Evansville, Indiana 47715
Encore Hotel Owners II of Evansville LLC Evansville/Airport, IN 5701 Highway 41 North, Evansville, Indiana 47711
Jairaj Dupont LLC Ft. Wayne/Dupont Road, IN 3520 East Dupont Road, Fort Wayne, Indiana 46825
Fort Wayne H Hospitality LLC Ft. Wayne-Southwest, IN 8219 West Jefferson Blvd., Fort Wayne, Indiana 46804
Hariomshiv Inc. Goshen, IN 1968 Lincolnway East, Goshen, Indiana 46526
K1 Investment LLC Greenfield, IN 2271 William Way, Greenfield, Indiana 46140
Indy Canal Lodging Associates LLC Indianapolis Downtown IUPUI, IN 414 West Vermont Street, Indianapolis, Indiana 46202
PHVIF III Indianapolis LLC Indianapolis Dwtn across from Circle Centre, IN 105 S. Meridian Street, Indianapolis, Indiana 46225
MCR Indianapolis 2 Tenant LLC Indianapolis Northwest/Park 100, IN 5860 West 73rd Street, Indianapolis, Indiana 46278
Anson Hospitality LLC Indianapolis NW/Zionsville, IN 6005 S. Main Street, Whitestown, Indiana 46075
LHG Castleton Inc Indianapolis-NE/Castleton, IN 6817 E. 82nd Street, Indianapolis, Indiana 46250
LHG Southport Inc Indianapolis-South 7045 McFarland Blvd., Indianapolis, Indiana 46237
Northpointe Development LLC Indianapolis-SW/Plainfield, IN 2244 East Perry Road, Plainfield, Indiana 46168
MGA Family Group Jasper, IN 355 Third Avenue, Jasper, Indiana 47546
LaPorte Hotel Suites LLC La Porte, IN 1777 West High-Point Drive, LaPorte, Indiana 46350
Stormbreaker Hospitality LLC Lafayette, IN 3941 South Street, Lafayette, Indiana 47905
Lebanon Hospitality L.L.C. Lebanon, IN 410 N Mt. Zion Rd, Lebanon, Indiana 46032
KINGDOM BROADWAY LLC Louisville-North/Clarksville, IN 1501 Broadway, Clarksville, Indiana 47129
Marion Hotel LLC Marion, IN 1502 N. Baldwin Avenue, Marion, Indiana 46952
Shri Balaganapati LLC Merrillville, IN 8353 Georgia Street, Merrillville, Indiana 46410

EXHIBIT A

New Albany Hospitality L.L.C. New Albany, IN 411 W. Spring St, New Albany, Indiana 47150
ASCEND HOSPITALITY LLC Portage, IN 6353 Melton Road, Portage, Indiana 46368
HIPI Holding LLC Princeton, IN 107 S. Richland Creek Drive, Princeton, Indiana 47670
Choice Inn of Seymour LLC Seymour, IN 247 N. Sandy Creek Drive, Seymour, Indiana 47274
Shri Harikrishna Hospitality Inc. Shelbyville, IN 59 E. Rampart St., Shelbyville, Indiana 46176
PSM Hospitality Inc. Terre Haute, IN 3325 S. U.S. Highway 41, Terre Haute, Indiana 47802
Vincennes Hotel Developers LLC Vincennes, IN 2863 Ford Rd, Vincennes, Indiana 47591
Rahee Hospitality Inc. Wabash, IN 1610 North Cass Street, Wabash, Indiana 46992
Vikat LLC Warsaw, IN 115 Robmar Drive, Warsaw, Indiana 46580
APS HOSPITALITY INC Westfield Indianapolis, IN 17400 Wheeler Road, Westfield, Indiana 46074

IOWA

Broomstick Lodging LLC Cedar Falls Downtown, IA 101 West 1st Street, Cedar Falls, Iowa 50613
Sorrento Holdings CR LLC Cedar Rapids, IA 3265 6th Street, SW, Cedar Rapids, Iowa 52404
HI CTK Inc. Clinton, IA 2781 Wild Rose Circle South, Clinton, Iowa 52732
Kinseth Hospitality VI L.C. Council Bluffs, IA 2204 River Road, Council Bluffs, Iowa 51501
LVP HMI Des Moines Holding Corp. Des Moines-Airport, IA 5001 Fleur Drive, Des Moines, Iowa 50321
Dodge Street Hotel Associates L.C. Dubuque, IA 3434 Dodge Street, Dubuque, Iowa 52003
Coralville Hotel Associates L.C. Iowa City/Coralville, IA 1200 First Avenue, Coralville, Iowa 52241
Ravi Lodging Inc. Iowa City/University Area, IA 4 Sturgis Corner Drive, Iowa City, Iowa 52240
Riverstone Hospitality LLC Keokuk, IA 3201 Main Street, Keokuk, Iowa 52632
Sajni Lodging Inc. Muscatine, IA 3303 North Port Drive, Muscatine, Iowa 52761
Maple Two Investments LLC Omaha Airport, IA 2020 Abbott Drive, Carter Lake, Iowa 51510
Prairie Winds Hotel Holdings LLC Orange City, IA 914 8th Street, SE, Orange City, Iowa 51041
OTM Hospitality Inc. Ottumwa, IA 943 N Quincy Avenue, Ottumwa, Iowa 52501
Chrisbro II Inc. Waterloo Cedar Valley, IA 2034 La Porte Road, Waterloo, Iowa 50702
WRLP West Des Moines LLC West Des Moines Lake Drive, IA 7060 Lake Drive, West Des Moines, Iowa 50266

KANSAS

Bosselman Motels Inc Colby, KS 1000 East Willow Drive, Colby, Kansas 67701
CHU3 Derby LLC Derby, KS 1701 Cambridge Street, Derby, Kansas 67037
Emporia Hotels LLC Emporia, KS 2900 Eaglecrest Dr., Emporia, Kansas 66801
Shiva Hotels Inc. Garden City, KS 2505 Crestway, Garden City, Kansas 67846
Gardner Hospitality LLC Gardner Conference Center, KS 151 S. Cedar Niles Rd., Gardner, Kansas 66030
Shiva Hotels Inc. Hays, KS 4002 General Hays Rd., Hays, Kansas 67601

EXHIBIT A

Ishwar Patel Thoutireddy T.K. Reddy HUTCHINSON, KS 1401 1 2 East 11th Ave, Hutchinson, Kansas 67501
JC Hotel Group LLC Junction City, KS 1039 S. Washington Street, Junction City, Kansas 66441
1400 MJAS LLC Kansas City The Legends, KS 1400 Village West Parkway, Kansas City, Kansas 66111
Metcalf Hotel Partners LLC Kansas City/Overland Park, KS 10591 Metcalf Frontage Road, Overland Park, Kansas 66212
Shree Ram Investments LLC Kansas City/Shawnee Mission, KS 16555 Midland Drive, Shawnee, Kansas 66217
Magers Lodgings Inc. Lawrence, KS 2300 W. 6th Street, Lawrence, Kansas 66049
Crystal Hospitality LLC Leavenworth, KS 405 Choctaw Street, Leavenworth, Kansas 66048
McPherson Lodging Inc. McPherson, KS 200 N Centennial Dr, McPherson, Kansas 67460
Chaudhry's Investment Group Olathe, KS 12081 S. Strang Line Road, Olathe, Kansas 66062
S B Motels Inc. Salina, KS 401 West Schilling Road, Salina, Kansas 67401
Ellite Investments Inc. Topeka, KS 1515 S.W. Arrowhead Rd, Topeka, Kansas 66604
Goddard Destination Hotel LLC West Wichita Goddard, KS 455 North Crowne Drive, Goddard, Kansas 67052
HCW Wichita Hotel LLC Wichita Northwest, KS 10047 W 29th Street North, Wichita, Kansas 67205
WHE Operation LLC Wichita-East, KS 9449 E. Corporate Hills Dr., Wichita, Kansas 67207

KENTUCKY

Kapra Inc. Ashland, KY 1321 Cannonsburg Rd., Ashland, Kentucky 41102
MCRT3 Bowling Green Tenant LLC Bowling Green, KY 233 Three Springs Road, Bowling Green, Kentucky 42104
Carrollton Host Enterprises LLC Carrollton, KY 7 Slumber Lane, Carrollton, Kentucky 41008
Cave City Hospitality LLC Cave City, KY 803 Sanders Street, Cave City, Kentucky 42127
BCA Hospitality Inc. Cincinnati Airport-North, KY 755 Petersburg Road, Hebron, Kentucky 41048
Steeplechase Hotel LLC Cincinnati-Airport South, OH 7393 Turfway Rd., Florence, Kentucky 41042
JCH ENTERPRISES LLC Corbin, KY 125 Adams Road, Corbin, Kentucky 40701
Laxmi Narayan LLCMKP Management Danville, KY 100 Montgomery Way, Danville, Kentucky 40422
Tander Properties LLC Dry Ridge, KY 1200 Cull Road, Dry Ridge, Kentucky 41035
Divine Holding LLC Elizabethtown, KY 1035 Executive Drive, Elizabethtown, Kentucky 42701
Five Star Hospitality LLC KY Frankfort, KY 1310 U.S. 127 South, Frankfort, Kentucky 40601
Franklin Hospitality Group LLC Gallatin Franklin, KY 4010 Nashville Road, Franklin, Kentucky 42134
Rainmaker Holdings XI LLC I-75 Lexington/Hamburg Area, KY 2251 Elkhorn Rd., Lexington, Kentucky 40505
Barkley Lake Inn Inc. Kuttawa/Eddyville, KY 62 Days Inn Drive, Kuttawa, Kentucky 42055
Loretto Hospitality LLC Lebanon, KY 1125 Loretto Road, Lebanon, Kentucky 40033
Holdings of Phil G. Greer Lexington Medical Center, KY 1953 Nicholasville Road, Lexington, Kentucky 40503
Rainmaker Holdings X LLC Lexington/Georgetown, KY 128 Darby Drive, Georgetown, Kentucky 40324
CNI THL OPS LLC Lexington-South, KY 3060 Lakecrest Circle, Lexington, Kentucky 40513
Big Blue Enterprises LLC London-North, KY 200 Alamo Drive, London, Kentucky 40741

EXHIBIT A

Louisville Hotel Partners LLC Louisville East/Hurstbourne, KY 1150 Forest Bridge Rd., Building B, Louisville, Kentucky 40223
Bluegrass Hotel LLC Louisville I-65 @ Brooks Rd., KY 180 Willabrook Drive, Brooks, Kentucky 0
Diamond Hospitality LLC Louisville-Airport, KY 800 Phillips Lane, Louisville, Kentucky 40209
INK Lessee LLC Louisville-Downtown, KY 101 East Jefferson Street, Louisville, Kentucky 40202
Louisville Hotel Associates LLC Louisville-Northeast, KY 4100 Hampton Lake Way, Louisville, Kentucky 40241
Mayfield Venture Hospitality LLC Mayfield, KY 65 Brien Drive, Mayfield, Kentucky 42066
Mason Host LLC Maysville, KY 503 Market Place Drive, Maysville, Kentucky 41056
Morehead Ventures LLC Morehead, KY 500 Hampton Way, Morehead, Kentucky 40351
Thoroughbred Holdings II LLC Nicholasville Brannon Crossing, KY 453 East Brannon Road, Nicholasville, Kentucky 40356
Sainath Hospitality LLC Oak Grove Fort Campbell, KY 164 Naomi Lane, Oak Grove, Kentucky 42262
Owensboro Hotel Associates LLC Owensboro South, KY 615 Salem Drive, Owensboro, Kentucky 42303
Bailey Hotel LLC Pikeville, KY 831 Hambley Blvd, Pikeville, Kentucky 41501
Mahalaxmi Host LLC Richmond, KY 1099 Barnes Mill Road, Richmond, Kentucky 40475
Rolling Hills Richwood II LLC Richwood Cincinnati South, KY 12929 Frogtown Connector Road, Walton, Kentucky 41094
Quadrant Shalimar Simpsonville LLC Simpsonville, KY 814 Aristocrat Ct, Simpsonville, Kentucky 40067
HPT Hotels LLC Somerset, KY 4141 S. Highway 27, Somerset, Kentucky 42501
Holdings of Phil G. Greer Williamsburg, KY 530 Highway 92 W, Williamsburg, Kentucky 40769
Winchester Hotels Inc. Winchester, KY 1025 Early Dr., Winchester, Kentucky 40391

LOUISIANA

Triumph Investment Group LLC Baton Rouge/Denham Springs, LA 201 Rushing Road West, Denham Springs, Louisiana 70726
BTR Hotels LLC Baton Rouge-I-10 & College Dr. 4646 Constitution Avenue, Baton Rouge, Louisiana 70808
Laxmi of Broussard LLC Broussard-Lafayette Area, LA 2280 E. Main Street, Broussard, Louisiana 70518
Pinnacle Lodging LLC Covington, LA 68700 Highway 190 Service Road, Covington, Louisiana 70433
Aum Gonzales LLC Gonzales, LA 2634 West Outfitters Drive, Gonzales, Louisiana 70737
Sunray Hospitality LLC Hammond, LA 401 Westin Oak Drive, Hammond, Louisiana 70403
Houma20 Hospitality LLC Houma, LA 1728 Martin Luther King Blvd., Houma, Louisiana 70360
JLD of Lafayette LLC Lafayette, LA 2144 West Willow Street, Scott, Louisiana 70583
Kismet Hospitality LLC Lake Charles, LA 3175 Holly Hill Road, Lake Charles, Louisiana 70601
Cajun Hospitality Group LLC Laplace, LA 4288 Highway 51, LaPlace, Louisiana 70068
Laxmi of New Llano L.L.C. Leesville Fort Polk, LA 136 Express Blvd, Leesville, Louisiana 71446
Bheema Hospitality LLC Metairie, LA 2730 North Causeway Boulevard, Metairie, Louisiana 70002
Shree Enterprises L.L.C. Natchitoches, LA 5300 University Parkway, Natchitoches, Louisiana 71457
501EFA Hotel LLC New Orleans French Quarter Market Area, LA 501 Elysian Fields, New Orleans, Louisiana 70117
NF IVI NOLA Garden Op Co LLC New Orleans-St. Charles Ave./Garden District, LA 3626 St. Charles Ave., New Orleans, Louisiana 70115

EXHIBIT A

Opelousas Hotel Group Inc. Opelousas, LA 1700 Commerce Blvd, Opelousas, Louisiana 70570
BH28 Holding LLC Ruston, LA 1315 North Trenton Street, Ruston, Louisiana 71270
Shree Ram Enterprises of Shreveport LLC Shreveport, LA 5226 Monkhouse Drive, Shreveport, Louisiana 71109
Savoy Bossier City Hotels LLC Shreveport/Bossier City, LA 1005 Gould Drive, Bossier City, Louisiana 71111
Bell Hospitality Inc Slidell, LA 56460 Frank Pichon Road, Slidell, Louisiana 70458
Vision Hotels LLC LA Sulphur/Lake Charles Area, LA 210 Henning Drive, Sulphur, Louisiana 70663
Shriji West Monroe Inc. West Monroe, LA 601 Mane Street, West Monroe, Louisiana 71292

MAINE
AHI Hotel LLC Augusta, ME 388 Western Avenue, Augusta, Maine 4330
Hasko LLC Bangor, ME 261 Haskell Road, Bangor, Maine 4401
W.S. Atlantic LLC Bar Harbor, ME 12 Norman Road, Bar Harbor, Maine 4609
Holdings of Peter Anastos Bath (Brunswick Area), ME 140 Commercial Street, Bath, Maine 4530
The Witham Family LLC Ellsworth/Bar Harbor, ME 6 Downeast Highway, Ellsworth, Maine 4605
Pendelton Point Hotels Freeport LLC Freeport/Brunswick, ME 194 Lower Main Street, Freeport, Maine 4032
Kennebunk Hotel LLC Kennebunk-Kennebunkport, ME 6 Independence Drive, Kennebunk, Maine 4043
Lincoln Street Hoteliers LLC Lewiston/Auburn, ME 15 Lincoln Street, Lewiston, Maine 4240
Giri Oxford I LLC Oxford, ME 151 Main St, Oxford, Maine 4270
Chatham Portland DT Leaseco LLC Portland Downtown Waterfront, ME 209 Fore Street, Portland, Maine 4101
BLD Hospitality LLC Presque Isle, ME 768 Main Street, Presque Isle, Maine 4769
Pendelton Point Hotels Waterville LLC Waterville, ME 425 Kennedy Memorial Drive, Waterville, Maine 4901

MARYLAND
Bayview Hotel Partners LLC Baltimore/Bayview Campus, MD 6571 Eastern Avenue, Baltimore, Maryland 21224
HIT Portfolio I HIL TRS LLC Baltimore/Glen Burnie, MD 6617 Ritchie Hwy., Glen Burnie, Maryland 21061
Home Run Lodging LLC Baltimore/Owings Mills, MD 10521 Red Run Boulevard, Owings Mills, Maryland 21117
WM Hospitality LLC Baltimore/White Marsh, MD 8225 Town Center Dr., Baltimore, Maryland 21236
PHVIF II Baltimore LLC Baltimore-Downtown-Convention Center, MD 550 Washington Blvd., Baltimore, Maryland 21230
Nova Bowie DE LLC Bowie, MD 15202 Major Lansdale Blvd., Bowie, Maryland 20716
College Park Hospitality Group LLC College Park, MD 9670 Baltimore Avenue, College Park, Maryland 20740
Grand Prix Fixed Lessee LLC Columbia, MD 8880 Columbia 100 Parkway, Columbia, Maryland 21045
Willowbrook Holdings LLC Cumberland, MD 109 Welton Drive, Cumberland, Maryland 21502
D H Ventures Inc. Easton, MD 8058 Ocean Gateway, Easton, Maryland 21601
Nova Elkton Hotels LLC Elkton, MD 2 Warner Road, Elkton, Maryland 21921
Phantom FD DBT I LLC Frederick, MD 5311 Buckeystown Pike, Frederick, Maryland 21704

EXHIBIT A

Georges Creek Holdings LLC Frostburg, MD 11200 New Georges Creek Road, Frostburg, Maryland 21532
DPR Enterprises Incorporated Hagerstown I-81 18300 Peak Circle, Hagerstown, Maryland 21742
DPR Enterprises Incorporated Hagerstown, MD 1716 Dual Highway, Hagerstown, Maryland 0
LP Hotel LLC Lexington Park, MD 22211 Three Notch Road, Lexington Park, Maryland 20653
IHM Salisbury LLC Salisbury, MD 121 E. Naylor Mill Road, Salisbury, Maryland 21804
Towson Hotel LLC Towson, MD 21 West Susquehanna Avenue, Towson, Maryland 21204
Waldorf Prosperity LLC Waldorf, MD 3750 Crain Highway, Waldorf, Maryland 20603

MASSACHUSETTS

Amesbury Hospitality LLC Amesbury, MA 284 Elm Street, Amesbury, Massachusetts 1913
OM SHRI AGASI MATA LLC Auburn, MA 736 Southbridge Street, Auburn, Massachusetts 1501
Bedford Lodging Associates LLC FL Boston Bedford Burlington, MA 25 Middlesex Turnpike, Billerica, Massachusetts 0
EH24 LLC Boston Logan Airport Chelsea, MA 200 2nd Street, Chelsea, Massachusetts 2150
Parcel A Development Lessee, LLC Boston Seaport District, MA 670 Summer Street, Boston, Massachusetts 2210
Concord Madison Woburn LLC Boston Woburn, MA 371 Washington Street, Woburn, Massachusetts 1801
EH Braintree LLC Boston/Braintree, MA 215 Wood Road, Braintree, Massachusetts 2184
NATRAJ HOSPITALITY LLC Boston/Cambridge, MA 191 Monsignor O'Brien Highway, Cambridge, Massachusetts 2141
BuffaloMarlborough Associates LLC Boston/Marlborough, MA 277 Boston Post Road West, Marlborough, Massachusetts 1752
DDH Hotel NatickSpeen LLC Boston/Natick, MA 319 Speen Street, Natick, Massachusetts 1760
Giri Bar Harbor Kebo Inc Boston/Peabody, MA 59 Newbury Street - Route 1 North, Peabody, Massachusetts 1960
WB Inn LLC Boston/Westborough 15 Connector Road, Westborough, Massachusetts 1581
Summit Hotel TRS 192 LLC Boston-Logan Airport, MA 230 Lee Burbank Highway, Revere, Massachusetts 2151
ALDK Norwood LLC Boston-Norwood, MA 434 Providence Highway Rt. 1, Norwood, Massachusetts 2062
David L. Darling Buzzards Bay Cape Cod Canal, MA 12 Kendall Rae Place, Buzzards Bay, Massachusetts 2532
Hershal LLC Chicopee/Springfield, MA 600 Memorial Drive, Chicopee, Massachusetts 1020
LaFrance Hospitality Corp. Fall River/Westport, MA 53 Old Bedford Road, Westport, Massachusetts 2790
735 Union Franklin LLC Franklin/Milford, MA 735 Union Street, Franklin, Massachusetts 2038
Parmar and Sons Inc. Hadley-Amherst Area, MA 24 Bay Road, Hadley, Massachusetts 1035
Haverhill Hospitality LLC Haverhill, MA 106 Bank Road, Haverhill, Massachusetts 1832
1 HI FAIRHAVEN LLC New Bedford/Fairhaven, MA 1 Hampton Way, Fairhaven, Massachusetts 2719
Raynham Hotel LLC Raynham/Taunton, MA 600 New State Highway, Raynham, Massachusetts 2767
Holdings of Paul R. Lohnes Salem Boston, MA 11 Dodge Street, Salem, Massachusetts 1970
Darling Hotels Inc. Seekonk, MA 1030 Fall River Avenue, Seekonk, Massachusetts 2771
SDP Partners LLC Sturbridge, MA 328 Main Street, Sturbridge, Massachusetts 1566
LND West Springfield LLC West Springfield, MA 1011 Riverdale St., West Springfield, Massachusetts 1089

EXHIBIT A

Westfield Barnes LLC Westfield, MA 39 Southampton Road, Westfield, Massachusetts 1085

MICHIGAN

Ann Arbor South Hospitality LLC Ann Arbor-South, MI 925 Victors Way, Ann Arbor, Michigan 48108
Riverside Hotel Group Inc. Battle Creek, MI 1150 Riverside Drive, Battle Creek, Michigan 49017
Big Rapids Inn Suites Inc. Big Rapids, MI 15320 Waldron Way, Big Rapids, Michigan 49307
Birch Run Hospitality LLC Birch Run/Frankenmuth, MI 12130 Tiffany Blvd., Birch Run, Michigan 48415
Brighton Hotel Suites Inc. Brighton, MI 8068 Challis Road, Brighton, Michigan 48116
Cal Tex Hospitality LLC Coldwater, MI 391 North Willowbrook Road, Coldwater, Michigan 49036
Commerce Hospitality Management Inc. Commerce Novi, MI 169 Loop Road, Commerce Township, Michigan 48390
Oakland Commons Midwest LLC Detroit Southfield, MI 26080 Northwestern Highway, Southfield, Michigan 48076
SUS Hospitality Investment LLC Detroit/Auburn Hills South, MI 2200 Featherstone Road, Auburn Hills, Michigan 48326
Auburn Hills Investment LLC Detroit/Auburn Hills-North (Great Lakes Crossing Area), MI 3988 Baldwin Road, Auburn Hills, Michigan 48326
Belleville Nights Inc Detroit/Belleville-Airport Area, MI 46280 N. I-94 Service Drive, Belleville, Michigan 48111
Hallmark Ventures LLC Detroit/Dearborn, MI 22324 Michigan Avenue, Dearborn, Michigan 48124
Troy Madison Hotel Group LLC Detroit/Madison Heights/South Troy, MI 32420 Stephenson Hwy., Madison Heights, Michigan 48071
Northville Superior Hospitality LLC Detroit/Northville, MI 20600 Haggerty Rd., Northville, Michigan 48167
Devi Holdings LLC Detroit/Roseville, MI 33680 Gratiot Avenue, Clinton Township, Michigan 48035
Southgate Hospitality Group LLC Detroit/Southgate, MI 13555 Prechter Boulevard, Southgate, Michigan 48195
Shelby Hospitality Investments LLC Detroit/Utica-Shelby Township, MI 51620 Shelby Parkway, Shelby Township, Michigan 48315
El Hotels Inc. East Lansing, MI 2500 Coolidge Road, East Lansing, Michigan 48823
Gaylord SM Hospitality LLC Gaylord, MI 230 Dickerson Road, Gaylord, Michigan 49735
Walker Hospitality Group II LLC Grand Rapids-North, MI 500 Center Dr. NW, Grand Rapids, Michigan 49544
Wyoming Hospitality Inc. Grand Rapids-South, MI 755 54th Street SW, Wyoming, Michigan 49509
HIH Inc. Holland, MI 12427 Felch Street, Holland, Michigan 49424
ANR Kalamazoo Hotel 2 LLC Kalamazoo, MI 2610 Airview Boulevard, Kalamazoo, Michigan 49001
Schoolcraft Hospitality LLC Livonia Detroit, MI 28151 Schoolcraft Road, Livonia, Michigan 48150
TJ RM Larson Inc. Marquette/Waterfront, MI 461 South Lakeshore Boulevard, Marquette, Michigan 49855
Krishiv Hospitality II LLC Marshall, MI 325 Sam Hill Drive, Marshall, Michigan 49068
Midland Lodge Inc. Midland, MI 6701 Eastman Avenue, Midland, Michigan 48642
Buddy Two LLC Monroe, MI 1565 North Dixie Highway, Monroe, Michigan 48162
Alpine Holdings L.L.C. Mt. Pleasant, MI 5205 E. Pickard, Mount Pleasant, Michigan 48858
VARNIRAJ MUSKEGON INC Muskegon 1401 East Ellis Road, Muskegon, Michigan 49444
GH of Niles LLC Niles, MI 1446 South 11th Street, Niles, Michigan 49120
70 Port Huron LLC Port Huron, MI 1655 Yeager Street, Port Huron, Michigan 48060

EXHIBIT A

Saline Hospitality LLC Saline, MI 1250 E Michigan Ave, Saline, Michigan 48176
Soo Hotel Inc. Sault Ste. Marie, MI 3295 I75 Business Spur, Sault Sainte Marie, Michigan 49783
MM Hospitality LLC South Haven, MI 04299 Cecilia Drive, South Haven, Michigan 49090
1141 N State LLC St. Ignace Lakefront Mackinac, MI 1141 N State St, St. Ignace, Michigan 49781
STURGIS HOSPITALITY LLC Sturgis-Lagrange Area, MI 71451 S. Centerville Road, Sturgis, Michigan 49091
BBRK Traverse LLC Traverse City, MI 1000 U.S. 31 North, Traverse City, Michigan 49686
S B Lodging LLC West Bloomfield Novi, MI 33096 Northwestern Hwy, West Bloomfield, Michigan 48322

MINNESOTA

Midas Brooklyn Park LLC Brooklyn Park Minneapolis, MN 9470 West Broadway, Brooklyn Park, Minnesota 55445
Canal Properties Inc. Duluth Canal Park, MN 310 Canal Park Drive, Duluth, Minnesota 55802
D T Eden Prairie LLC Eden Prairie Minneapolis, MN 11825 Technology Drive, Eden Prairie, Minnesota 55344
Greischar and Torgerson III LLC Fairmont, MN 100 Hampton Dr., Fairmont, Minnesota 0
Zenith Asset Company LLC Hibbing, MN 4225 9th Avenue West, Hibbing, Minnesota 55746
Lakeville Hotel LLC Lakeville Minneapolis, MN 20851 Keokuk Avenue, Lakeville, Minnesota 55044
Bharat Hospitality MSP LLC Minneapolis Bloomington West, MN 5400 American Blvd. W., Bloomington, Minnesota 55437
Forstrom and Torgerson HNW L.L.C. Minneapolis NW Maple Grove, MN 7745 Elm Creek Blvd. N., Maple Grove, Minnesota 55369
Msp Burnsville LLC Minneapolis/Burnsville, MN 14400 Nicollet Court, Burnsville, Minnesota 55306
LF3 Eagan TRS LLC Minneapolis/Eagan, MN 3000 Eagandale Place, Eagan, Minnesota 55121
WKS Shakopee LLC Minneapolis/Shakopee, MN 4175 Dean Lakes Blvd., Shakopee, Minnesota 55379
Woodparks LLC Minneapolis/St. Paul-Woodbury, MN 1450 Weir Drive, Woodbury, Minnesota 55125
HR L.L.C. Minneapolis-Roseville, MN 2050 Iona Lane West, Roseville, Minnesota 55113
Broadway Hotel Group LLC Rochester, MN 1755 South Broadway, Rochester, Minnesota 55904
HGRR LLC Spicer Green Lake, MN 100 Lake Avenue North, Spicer, Minnesota 56288
WHD LLC Warroad, MN 109 State Ave N, Warroad, Minnesota 56763

MISSISSIPPI

ONYX BATESVILLE HOTEL LLC Batesville, MS 103 Lakewood Drive, Batesville, Mississippi 38606
Arbuda Global Hotel LLC Biloxi/Ocean Springs, MS 13921 Big Ridge Road, Biloxi, Mississippi 39532
Twin Peaks LLC Biloxi-Beach Boulevard, MS 1138 Beach Boulevard, Biloxi, Mississippi 39530
KOAM LLC Brookhaven, MS 1213 Hampton Drive, Brookhaven, Mississippi 0
DHG CTNMS LLC Canton, MS 133 Soldier Colony Road, Canton, Mississippi 39046
Chawla and Chawla Inc. Clarksdale, MS 15000 New Africa Road, Clarksdale, Mississippi 38614
Chawla Inns Inc. Cleveland, MS 912 North Davis Highway 61 North, Cleveland, Mississippi 38732
Shriji Baron MS LLC Corinth, MS 2107 Highway 72 West, Corinth, Mississippi 38834

EXHIBIT A

Chawla Ventures Inc. Greenville, MS 1155 VFW Road, Greenville, Mississippi 38701
Chawla Lodging Inc. Greenwood, MS 1815 Highway 82 West, Greenwood, Mississippi 38930
Hattiesburg HP LLC Hattiesburg, MS 120 Plaza Drive, Hattiesburg, Mississippi 39402
Hernando Hotel Group LLC Hernando, MS 2675 McIngvale Road, Hernando, Mississippi 38632
Chawla Brothers LLC Indianola, MS 913 Highway 82 West, Indianola, Mississippi 38751
Shriji Flowood LLC Jackson/Flowood (Airport Area), MS 115 Hospitality Drive, Flowood, Mississippi 39232
Neelam Funding Inc. Jackson/Pearl-International Airport, MS 1234 Phillips Street, Pearl, Mississippi 39208
Jayjala Inc. Jackson/Richland-Highway 49, MS 891 U.S. 49 South, Richland, Mississippi 39218
PR MIG Southaven OpCo LLC Memphis/Southaven, MS 7097 Sleepy Hollow Dr, Southaven, Mississippi 38671
103 Lauderdale Lodging LLC Meridian, MS 103 US Highway 11 80, Meridian, Mississippi 39301
SS MS Hospitality LLC Moss Point Pascagoula, MS 6730 Hwy 63 North, Moss Point, Mississippi 39563
Zenith Asset Company II LLC New Albany, MS 320 Coulter Cove, New Albany, Mississippi 38652
Desoto Inns Inc. Olive Branch, MS 6830 Crumpler Blvd., Olive Branch, Mississippi 38654
Ganesh Investments LLC Oxford/Conference Center, MS 103 Ed Perry Blvd., Oxford, Mississippi 38655
Jay Investments LLC Oxford-West, MS 110 Heritage Drive, Oxford, Mississippi 38655
West Side Fund III LLC Starkville Mississippi State University, MS 700 Highway 12, Starkville, Mississippi 39759
Chawla Holdings Inc. Yazoo City, MS 2161 Grand Avenue, Yazoo City, Mississippi 39194

MISSOURI

Belton Hospitality LLC Belton/Kansas City area, MO 16410 Cornerstone Drive, Belton, Missouri 64012
Bryan Hotels Inc. Branson On the Strip, MO 3695 W. 76 Country Blvd, Branson, Missouri 65616
Bryan Hotels II Delaware LLC Branson/Branson Hills, MO 200 South Payne Stewart Drive, Branson, Missouri 65616
Midamerica Hotels Corporation Cape Girardeau I-55 East, MO 207 S. Mount Auburn Rd., Cape Girardeau, Missouri 63703
Town Creek Plaza L.L.C. Clinton 900 Kansas Avenue, Clinton, Missouri 64735
Columbia Hotel Partners LLC Columbia, MO 3410 Clark Lane, Columbia, Missouri 65202
Dexter Hotel Group LLC Dexter, MO 2179 Gill Plaza Drive, Dexter, Missouri 63841
BRS HOTELS LLC Farmington, MO 850 Valley Creek Drive, Farmington, Missouri 63640
Labella Enterprises Inc. Jefferson City-@ Capital Mall, MO 4800 Country Club Drive, Jefferson City, Missouri 0
Happy Hotels LLC Kansas City Northeast, MO 4233 N. Corrington Ave., Kansas City, Missouri 64117
TS2 KC LLC Kansas City Southeast, MO 9484 Marion Ridge Drive, Kansas City, Missouri 64137
Shubh Hospitality Inc. and Shiv LLC of Michigan Kansas City/Blue Springs, MO 900 NW South Outer Road, Blue Springs, Missouri 64015
Gumbel Entity Group LLC Kansas City/Downtown Financial District, MO 801 Walnut Street, Kansas City, Missouri 64106
Apple Nine Services Kansas City Inc. Kansas City/Liberty, MO 8551 Church Rd., Kansas City, Missouri 64157
Texas Hospitality Fund II LLC Kansas City-Airport, MO 11212 North Newark Circle, Kansas City, Missouri 64153
Lees Summit LLC Kansas City-Lees Summit, MO 1751 NE Douglas Street, Lee's Summit, Missouri 64086

EXHIBIT A

1960 II LLC Kirksville, MO 2604 N. Baltimore St., Kirksville, Missouri 63501
Dream Inc. Lebanon, MO 930 Ivey Lane, Lebanon, Missouri 65536
Ozark Hotel Associates 3 LLC Poplar Bluff, MO 2420 Crestwood Drive, Poplar Bluff, Missouri 63901
Reena Inc. Rolla, MO 2201 N. Bishop, Rolla, Missouri 65401
Sedalia Properties LLC Sedalia, MO 3909 West 9th Street, Sedalia, Missouri 65301
Midas Cotton Ridge LLC Sikeston, MO 1240 Commerce Drive, Sikeston, Missouri 63801
EAS Investment Enterprises Inc. Springfield-South, MO 3232 S. Glenstone, Springfield, Missouri 65804
EAS Investment Enterprises Inc. Springfield-Southeast, MO 3370 E. Montclair, Springfield, Missouri 65804
Keshvkrupa LLC St. Charles St. Peters, MO 3720 West Clay Street, Saint Charles, Missouri 63301
H.I. HERITAGE INN OF ST. JOSEPH OPCO L.L.C. St. Joseph, MO 3928 Frederick Avenue, Saint Joseph, Missouri 64506
SLAH LLC St. Louis Airport, MO 10350 Natural Bridge Rd, Saint Louis, Missouri 63134
Midas Wentzville Bluffs LLC St. Louis Wentzville, MO 150 Wentzville Bluffs Dr, Wentzville, Missouri 63385
Chesterfield Lodging L.L.C. St. Louis/Chesterfield, MO 16201 Swingley Ridge Road, Chesterfield, Missouri 0
Double Star Maryland Heights LLC St. Louis/Westport, MO 2454 Old Dorsett Rd., Maryland Heights, Missouri 63043
Apple Nine Hospitality Management Inc. St. Louis-Downtown (At the Gateway Arch), MO 333 Washington Avenue, Saint Louis, Missouri 63102
Ehrhardt's Lebanon L.L.C. St. Robert/Ft. Leonard Wood, MO 103 St. Robert Plaza, Saint Robert, Missouri 65584
MCRAV Lodging LLC West Plains, MO 1064 London Lane, West Plains, Missouri 65775

MONTANA
Billings Lodging Investors LLC Billings, MT 5110 Southgate Drive, Billings, Montana 59101
Baxter Lane Ventures, LLC and West Beach Associates, LLC Bozeman, MT 75 Baxter Lane, Bozeman, Montana 59715
Mile High Ventures L.L.C. Butte, MT 3499 Harrison Avenue, Butte, Montana 59701
Great Falls Lodging Investors LLC Great Falls, MT 2301 14th Street SW, Great Falls, Montana 59404
Ganeshay Helena LLC Helena, MT 725 Carter Drive, Helena, Montana 59601
Spring Creek Development L.L.C. Kalispell, MT 1140 Highway 2 West, Kalispell, Montana 59901

NEBRASKA
Infinity Hospitality Inc Bellevue, NE 3404 Samson Way, Bellevue, Nebraska 68123
Columbus Lodging LLC Columbus, NE 3536 23rd Street, Columbus, Nebraska 68601
Yogi Motel Inc. Grand Island, NE 504 North Diers Avenue, Grand Island, Nebraska 68803
Hastings Lodging 2 LLC Hastings, NE 215 E 31st Street, Hastings, Nebraska 68901
Talmadge Properties Inc. Kearney, NE 507 Talmadge Street, Kearney, Nebraska 68845
Cornhusker Hospitality II LLC MAC Hot Lincoln Airport, NE 1055 West Bond Street, Lincoln, Nebraska 68521
1033 Brandeis LLC Lincoln Downtown, NE 1033 O Street, Lincoln, Nebraska 68508
Lincoln Vandervoort LLC Lincoln-South/Heritage Park, NE 5922 Vandervoort Drive, Lincoln, Nebraska 68516

EXHIBIT A

Norfolk West Inn LLC Norfolk, NE 904 South 20th Street, Norfolk, Nebraska 68701
4th Generation Development Inc. North Platte, NE 200 Platte Oasis Parkway, North Platte, Nebraska 69101
Ogallala Lodging 2 LLC Ogallala, NE 502 Oregon Trail Drive, Ogallala, Nebraska 69153
DMI LLC Omaha Midtown- Aksarben Area, NE 1401 South 72nd Street, Omaha, Nebraska 68124
MHO II LLC Omaha UN Medical Center Area, NE 4401 Douglas Street, Omaha, Nebraska 68131
Omaha Global Hotel LLC Omaha West-Lakeside, NE 17606 Arbor Plaza, Omaha, Nebraska 68130
CHU2 Omaha LLC Omaha/West Dodge Road (Old Mill), NE 11201 Davenport Street, Omaha, Nebraska 68154
Sidney Partnership LLC Sidney, NE 635 Cabela Drive, Sidney, Nebraska 69162
BenJo LLC York, NE 309 West David Drive, York, Nebraska 68467

NEVADA
Gold Dust Elko LLC Elko, NV 674 Cimarron Way, Elko, Nevada 89801
LVB Giles LLC Las Vegas Strip South, NV 7850 Giles Street, Las Vegas, Nevada 89123
Craig Properties LLC Las Vegas/North Speedway, NV 2852 East Craig Road, North Las Vegas, Nevada 89030
SSJV Hospitality LLC Las Vegas/Summerlin, NV 7100 Cascade Valley Court, Las Vegas, Nevada 89128
LV Trop Partners LLC Tropicana, NV 4975 S. Dean Martin Dr., Las Vegas, Nevada 0

NEW HAMPSHIRE
Giri Bow Inc. Concord/Bow, NH 515 South Street, Bow, New Hampshire 3304
Gangagi LLC Dover, NH 9 Hotel Drive, Dover, New Hampshire 3820
Mani LLC Lincoln White Mountains, NH 58 Main Street, Lincoln, New Hampshire 3251
Murphy Littleton LLC Littleton, NH 580 Meadow Street, Littleton, New Hampshire 3561
Germania Front LLC Manchester, NH 21 Front Street, Manchester, New Hampshire 3102
Olympia Equity Investors XXIII LLC Nashua, NH 407 Amherst Street, Nashua, New Hampshire 3063
Giri Portsmouth LLC Portsmouth Central, NH 131 Dow Avenue, Portsmouth, New Hampshire 3801

NEW JERSEY
338 WHP Limited Liability Company Atlantic City/Absecon, NJ 338 E. White Horse Pike, Absecon, New Jersey 8205
Rising Sun Hotels of NJ LLC Bordentown, NJ 2004 US Highway 206, Bordentown, New Jersey 8505
Calandra Enterprises Inc. Carlstadt-at the Meadowlands, NJ 304 Paterson Plank Road, Carlstadt, New Jersey 7072
IHM Clinton LLC Clinton, NJ 16 Frontage Drive, Clinton, New Jersey 8809
Comsleep Properties LLC Cranbury, NJ 1261 S. River Road, Cranbury, New Jersey 8512
Tej Denville Hospitality LLC Denville/Rockaway/Parsippany, NJ 350 Morris Avenue, Denville, New Jersey 7834
Bhavi Motel L.L.C. East Windsor, NJ 384 Monmouth Street, East Windsor, New Jersey 8520
SSN Egg Harbor LLC Egg Harbor Township Atlantic City, NJ 6708 Tilton Road, Egg Harbor Township, New Jersey 8234

EXHIBIT A

Jay Sai Corporation Flemington, NJ 14-B Royal Road, Flemington, New Jersey 8822
Ghanshyam Hospitality LLC Linden, NJ 501 West Edgar Rd., Linden, New Jersey 7036
Longwood Hospitality LLC Neptune/Wall, NJ 4 McNamara Way, Neptune, New Jersey 0
Scion Hotels LLC Newark Airport, NJ 450 Route 1 and 9 South, Newark, New Jersey 7114
4H Inns LLC North Brunswick/New Brunswick, NJ 841 Georges Road, North Brunswick, New Jersey 8902
Hook Mountain Associates LLC Old Bridge, NJ 300 Spring Valley Road, Old Bridge, New Jersey 8857
Paramus Hospitality LLC Paramus, NJ 625 From Road, Paramus, New Jersey 7652
HHC TRS FP Portfolio LLC Parsippany, NJ 1 Hilton Ct, Parsippany, New Jersey 7054
Pennsville Hotel Corporation Pennsville (Wilmington Area), NJ 429 North Broadway, Pennsville, New Jersey 8070
5000 CRAWFORD LLC Philadelphia/Mt. Laurel, NJ 5000 Crawford Place, Mount Laurel, New Jersey 8054
JSK North Princeton LLC Princeton, NJ 4385 US 1 South, Princeton, New Jersey 8540
Ridgefield Properties LLC Ridgefield Park, NJ 100 Route 46 East, Ridgefield Park, New Jersey 7660
BuffaloSPNJ Associates LLC South Plainfield, NJ 205 New World Way, South Plainfield, New Jersey 7080
Akshar Hospitality LLC NJ Swedesboro Philadelphia, NJ 2 Pureland Drive, Swedesboro, New Jersey 8085
Turnersville Hospitality LLC Turnersville (Philadelphia Area), NJ 5800 Route 42, Blackwood, New Jersey 8012
Mori Properties Limited Liability Company Voorhees, NJ 320 Route 73, Voorhees, New Jersey 8043
Woodbridge Hotel Investors Inc. Woodbridge, NJ 370 US-9 N, Woodbridge, New Jersey 7095

NEW MEXICO

Otero County Motel Co. Inc. Alamogordo, NM 1295 Hamilton Road, Alamogordo, New Mexico 88310
Sitaram Hotels 67 LLC Albuquerque-University/Midtown, NM 2300 Carlisle NE, Albuquerque, New Mexico 87110
XENIA LLC Clovis, NM 224-A Fairway Terrace North, Clovis, New Mexico 88101
Deming Lodging Inc. Deming, NM 3751 E Cedar Street, Deming, New Mexico 88030
Optima Hospitality Inc. Lordsburg, NM 412 Wabash, Lordsburg, New Mexico 88045
M2 Santa Fe Tenant LLC Santa Fe South, NM 3430 Cerrillos Rd, Santa Fe, New Mexico 87507
Rainbow LLC Santa Rosa, NM 2475 Historic Rt 66, Santa Rosa, New Mexico 88435
WPA Taos I LLC Taos, NM 1515 Paseo del Pueblo Sur, Taos, New Mexico 87571

NEW YORK

Western Lodging LLC Albany-Western Ave/University Area, NY 1442 Western Avenue, Albany, New York 12203
Capitol Hospitality LLC NJ Albany-Wolf Road (Airport), NY 10 Ulenski Drive, Albany, New York 12205
Oxford Hospitality LLC Batavia, NY 4360 Commerce Drive, Batavia, New York 14020
CNI THL OPS LLC Binghamton/Johnson City, NY 630 Field Street, Johnson City, New York 13790
Indus Lake Road Inc. Brockport, NY 4873 Lake Road, Brockport, New York 14420
Brooklyn LW Hotel Associates L.P. Brooklyn/Downtown, NY 125 Flatbush Ave Extension, Brooklyn, New York 11201

EXHIBIT A

Willowbrook Hospitality LLC Buffalo - Amherst, NY 1601 Amherst Manor Drive, Buffalo/Amherst, New York 14221
Hamburg Lodging Inc. Buffalo/Hamburg, NY 5444 Camp Road, Hamburg, New York 14075
Village Lodging Associates LLC Buffalo/Williamsville, NY 5455 Main Street, Williamsville, New York 14221
BuffaloWalden LLC Buffalo-Airport/Galleria Mall, NY 1745 Walden Avenue, Cheektowaga, New York 14225
Slade Group LLC Buffalo-South/I-90, NY 1750 Ridge Road, West Seneca, New York 14224
MILYA LLC Clifton Park, NY 620 Plank Road, Clifton Park, New York 12065
Skyline Hospitality LLC NY Cooperstown,NY 4882 State Highway 28, Cooperstown, New York 13326
Erwin Hospitality Associates LLC Corning/Painted Post, NY 248 Town Center Road, Painted Post, New York 14870
Cortland Lodging Associates LLC Cortland, NY 26 River Street, Cortland, New York 13045
EAST AURORA LODGING ASSOCIATES LLC East Aurora, NY 49 Olean Street, East Aurora, New York 14052
BFH II LLC Elmira/Horseheads, NY 51 Arnot Road, Horseheads, New York 14845
544 Fishkill Hospitality LLC Fishkill, NY 544 Route 9, Fishkill, New York 12524
RLJ II HA Garden City Lessee LLC Garden City Long Island, NY 1 North Avenue, Garden City, New York 11530
Mart Inn Inc. Geneseo, NY 4250 Lakeville Road, Geneseo, New York 14454
Lakefront Hospitality LLC Geneva, NY 43 Lake Street, Geneva, New York 14456
Woodbury 136 LLC Harriman/Woodbury, NY 60 Centre Drive, Central Valley, New York 10917
INDUS 36 LLC Hornell, NY 1060 State Route 36, Hornell, New York 14843
LNH Hospitality Inc. Ithaca, NY 337 Elmira Road, Ithaca, New York 14850
Kingston Hospitality Inc. Kingston, NY 1307 Ulster Avenue, Kingston, New York 12401
Neelkanth Hotel LLC Lockport, NY 6082 Transit Road, Lockport, New York 14094
Excel Holdings 16 LLC Long Island/Brookhaven, NY 2000 North Ocean Avenue, Farmingville, New York 11738
Commack CHI LLC Long Island/Commack, NY 680 Commack Rd., Commack, New York 11725
Grand Prix Fixed Lessee LLC Long Island/Islandia, NY 1600 Veterans Memorial Highway, Islandia, New York 11749
KFHC Hospitality Lessee Two LLC Manhattan Grand Central, NY 231 East 43rd Street, New York, New York 10017
32 Pearl LLC Manhattan/Downtown-Financial District, NY 32 Pearl Street, New York, New York 10004
Palmetto Hospitality of Manhattan II LLC Manhattan/Times Square Central, NY 220 West 41st St., New York, New York 0
HCIN Duo One Lessee LLC Manhattan/Times Square South, NY 337 West 39th Street, New York, New York 10018
59 West 35th Street Operator LLC Manhattan-35th Street/Empire State Bldg, NY 59 W. 35th Street, New York, New York 10001
HCIN Chelsea Grand East Lessee LLC Manhattan-Chelsea, NY 108 West 24th Street, New York, New York 10011
HCIN Herald Square Lessee LLC Manhattan-Madison Square Garden Area, NY 116 West 31st Street, New York, New York 0
SAPA MIDDLETOWN OPERATING CORP Middletown, NY 20 Crystal Run Crossing, Middletown, New York 10941
Catskill Hospitality Holding LLC Monticello, NY 29 Golden Ridge Road, Monticello, New York 12701
LIXI Nanuet Inc. Nanuet, NY 260 W NY-59, Nanuet, New York 10954
New Paltz Hospitality LLC New Paltz, NY 4 South Putt Corners Road, New Paltz, New York 12561
Haley Point OPCO LLC New York City Times Square, NY 150 W 48th Street, New York, New York 10017

EXHIBIT A

ASAP 135th Ave Jamaica LLC New York-JFK Apt(Jamaica/Queens),NY 144-10 135th Avenue, Jamaica, New York 11436
LaGuardia Express LLC New York-LaGuardia Airport, NY 102-40 Ditmars Blvd, East Elmhurst, New York 11369
REHC 1 Inc. Niagara Falls, NY 501 Rainbow Boulevard, Niagara Falls, New York 14303
Falls Hotel LLC Niagara Falls/Blvd, NY 6501 Niagara Falls Boulevard, Niagara Falls, New York 14304
MTL LLC Oneonta, NY 225 River Street, Oneonta, New York 13820
Tioga Hotel LLC Owego, NY 1030 State Route 17C, Owego, New York 13827
Keuka Lake Hotel LLC Penn Yan, NY 110 Mace Street, Penn Yan, New York 14527
Potsdam Hotel Associates LLC Potsdam/Canton, NY 169 Market Street, Potsdam, New York 13676
Indus Panorama Trail Inc. Rochester Penfield, NY 950 Panorama Trail S, Penfield, New York 14625
Shyam Hotels LLC Rochester/Greece, NY 500 Center Place Drive, Rochester, New York 14615
Blue Crystal Hospitality LLC Rochester/Webster, NY 878 Hard Road, Webster, New York 14580
Irondequoit Hotel LLC Rochester-Irondequoit, NY 1323 East Ridge Road, Rochester, New York 14621
Rome Hospitality Group LLC Rome, NY 1352 Floyd Avenue, Rome, New York 13441
SCHPROP LLC Schenectady Downtown, NY 450 State Street, Schenectady, New York 12305
SF Hotel Group LLC Seneca Falls, NY 1950 Balsley Road, Seneca Falls, New York 13148
Nayana Inc. Syracuse/Clay, NY 3948 State Route 31, Liverpool, New York 13090
Marsh Enterprises LLC Utica, NY 172 - 180 North Genesee Street, Utica, New York 13502
5186 Route 365 Hospitality LLC Verona at Turning Stone, NY 5186 Route 365, Verona, New York 13478
Peppercorn Lodging Company Watertown, NY 155 Commerce Park Drive, Watertown, New York 13601
KRE HIP Hptn Tarrytown Owner LLC White Plains/Tarrytown, NY 200 West Main Street, Elmsford, New York 10523

NORTH CAROLINA

AHIP NC Asheboro Enterprises LLC Asheboro, NC 1137 E. Dixie Drive, Asheboro, North Carolina 27203
South Asheville Hotel Associates LLC Asheville-Tunnel Rd., NC 204 Tunnel Road, Asheville, North Carolina 28805
Benson Hotel Group LLC Benson, NC 100 Water Place Landing, Benson, North Carolina 27504
Kinderton Inn LLC Bermuda Run Winston-Salem, NC 196 NC Hwy 801 North, Bermuda Run, North Carolina 27006
LPCA LLC Black Mountain, NC 306 Black Mountain Avenue, Black Mountain, North Carolina 28711
Khadijah's Inc. Brevard, NC 275 Forest Gate Dr., Pisgah Forest, North Carolina 28768
Montcross Hotel Associates LLC Charlotte/Belmont at Montcross, NC 820 Cecilia Alexander Dr., Belmont, North Carolina 28012
MCRT3 Matthews Tenant LLC Charlotte/Matthews, NC 9615 Independence Pointe Pkwy, Matthews, North Carolina 28105
SREETBMMonroe L.L.C. Charlotte/Monroe, NC 2368 Roland Drive, Monroe, North Carolina 28110
HIT Portfolio I NTC HIL TRS LP Charlotte-Gastonia, NC 1859 Remount Road, Gastonia, North Carolina 28054
Lake Norman Hotel Inc. Charlotte-North/Lake Norman, NC 19501 Statesville Road, Cornelius, North Carolina 28031
OHM Charlotte University LLC Charlotte-University Place, NC 8419 N. Tryon Street, Charlotte, North Carolina 28262
NF IV VA SSCI Charlotte Op Co LLC Charlotte-Uptown, NC 530 E. Martin Luther King Jr. Blvd., Charlotte, North Carolina 28202

EXHIBIT A

MCRT3 Concord Tenant LLC Concord/Kannapolis, NC 612 Dickens Place NE, Concord, North Carolina 28025
MCRT3 Dunn Tenant LLC Dunn, NC 100 Jesse Tart Circle, Dunn, North Carolina 28334
Eden Hospitality LLC Eden, NC 724 S. Van Buren Road, Eden, North Carolina 27288
Edenton Hospitality Group LLC Edenton, NC 115 Hampton Drive, Edenton, North Carolina 27932
First Investment Associates of Elizabeth City LLC Elizabeth City, NC 402 Halstead Boulevard, Elizabeth City, North Carolina 27909
Fayetteville Choice Properties Inc. Fayetteville Fort Bragg, NC 1700 Skibo Road, Fayetteville, North Carolina 28303
MNM Hotels LLC Franklin, NC 244 Cunningham Road, Franklin, North Carolina 28734
Zenith Asset Company LLC Goldsboro, NC 905 N. Spence Avenue, Goldsboro, North Carolina 27534
MSM GSO LLC Greensboro-Airport, NC 7803 National Service Road, Greensboro, North Carolina 27409
P T Triad Hospitality LLC Greensboro-East/McLeansville, NC 903 Knox Road, McLeansville, North Carolina 27301
Opal Hotels Greenville LLC Greenville, NC 305 SW Greenville Boulevard, Greenville, North Carolina 27834
H2 Associates of Havelock LLC Havelock, NC 105 Tourist Center Drive, Havelock, North Carolina 28532
Akshar Investments Inc. Henderson I-85, NC 385 Ruin Creek Road, Henderson, North Carolina 27536
New River Hospitality Inc. Hendersonville, NC 155 Sugarloaf Road, Hendersonville, North Carolina 28792
PCA HAI LLC Hickory, NC 1956 13th Avenue Drive SE, Hickory, North Carolina 28602
Daly GC Inc. High Point, NC 10066 North Main Street, Archdale, North Carolina 27263
Riverview Jonesville L.L.C. Jonesville/Elkin, NC 1632 North Carolina 67 Highway, Jonesville, North Carolina 28642
Kernersville Hotels LLC Kernersville, NC 150 Clayton Forest Drive, Kernersville, North Carolina 27284
Kings Hospitality DE LLC Kinston, NC 1382 Highway 258 South, Kinston, North Carolina 28504
Classic Venture HospitalityLLC Laurinburg, NC 115 Hampton Circle, Laurinburg, North Carolina 28352
LNC LODGINGS LLC Lexington, NC 1245 Fairview Drive, Lexington, North Carolina 27292
Lincolnton Hospitality LLC Lincolnton, NC 129 Roper Drive, Lincolnton, North Carolina 28092
LUMLOT 1 LLC Lumberton, NC 204 Wintergreen Drive, Lumberton, North Carolina 28358
Riverview Holdings L.L.C. Marion, NC 3560 U.S. 221 South, Marion, North Carolina 28752
Concord Hospitality Associates LLC Mebane, NC 105 Spring Forest Drive, Mebane, North Carolina 27302
HOTEL MOREHEAD CITY OPCO LLC Morehead City, NC 4035 Arendell St., Morehead City, North Carolina 0
Lake View Hospitality LLC Morganton, NC 115 Bush Drive, Morganton, North Carolina 28655
Hemlock Hospitality LLC Mount Airy, NC 2029 Rockford Street, Mount Airy, North Carolina 27030
Holdings of Stephen B. Dickey Murphy, NC 1550 Andrews Road, Murphy, North Carolina 28906
New Bern Hospitality Inc. New Bern, NC 200 Hotel Drive, New Bern, North Carolina 28562
201 Ashville Raleigh LLC Raleigh/Cary, NC 201 Ashville Avenue, Cary, North Carolina 27518
Shriji of Raleigh LLC Raleigh/Clayton I-40, NC 100 Hampton Drive, Garner, North Carolina 27529
RDU Choice Properties Inc. Raleigh/Durham-Airport, NC 1010 Airport Blvd., Morrisville, North Carolina 27560
Sriswami Inc. Raleigh/Garner, NC 110 Drexmere Street, Garner, North Carolina 27529
WF Hotel Inc. Raleigh/Town of Wake Forest, NC 12318 Wake Union Church Road, Wake Forest, North Carolina 27587

EXHIBIT A

EPHANT GROUP HI RALEIGH LLC Raleigh-Capital Blvd. North, NC 3621 Spring Forest Road, Raleigh, North Carolina 27616
PVC Inc. Roanoke Rapids, NC 85 Hampton Boulevard, Roanoke Rapids, North Carolina 27870
FCM Associates Rock Mount Inc. Rocky Mount, NC 530 N. Winstead Avenue, Rocky Mount, North Carolina 27804
Daly Choice Properties Inc. Roxboro, NC 920 Durham Road, Roxboro, North Carolina 27573
SAFHI, Inc. Salisbury, NC 1001 Klumac Road, Salisbury, North Carolina 28144
Alishan Hotel LLC Sanford, NC 1904 South Horner Blvd., Sanford, North Carolina 27330
Smithfield Hotel Investors LLC Smithfield Selma, NC 160 Towne Centre Place, Smithfield, North Carolina 27577
Sneads Ferry Ventures LLC Sneads Ferry North Topsail Beach, NC 1248 NC Highway 210, Sneads Ferry, North Carolina 28460
Trimurti of Spring Lake LLC Spring Lake Fayetteville, NC 1050 North Bragg Blvd., Spring Lake, North Carolina 28390
Cinema Systems LLC Statesville, NC 1508 Cinema Drive, Statesville, North Carolina 28625
JKSK Hospitality LLC Washington, NC 2085 West 15th Street, Washington, North Carolina 27889
SPECTRUM HOSPITALITY LLC Wilkesboro, NC 1300 S Collegiate Drive, Wilkesboro, North Carolina 28697
Washington Hospitality LLC Williamston, NC 1099 Hampton Court, Williamston, North Carolina 27892
Wilmington Hotel Group LLC Wilmington Downtown, NC 225 Grace Street, Wilmington, North Carolina 28401
Medical Park Hotels LLC Wilmington-Medical Park, NC 2320 S. 17th Street, Wilmington, North Carolina 28401
Eastwood Hotel Group LLC Wilmington-University Area/Smith Creek Station, NC 124 Old Eastwood Road, Wilmington, North Carolina 28403
Patco Lodging of Wilson LLC Wilson-Downtown, NC 2806 Wolf Trap Drive, Wilson, North Carolina 27896
Quality Oil Company LLC Winston-Salem Hanes Mall, NC 1990 Hampton Inn Court, Winston-Salem, North Carolina 27103

NORTH DAKOTA
JPK Inc. Bismarck, ND 1440 Mapleton Ave, Bismarck, North Dakota 58503

OHIO
OHM Fairlawn LLC Akron/Fairlawn, OH 80 Springside Drive, Akron, Ohio 44333
Omkara Hospitality Ltd. Akron-South, OH 880 ARLINGTON RIDGE EAST, Akron, Ohio 44312
PAMT Investment Group LLC Ashtabula, OH 2900 GH Drive, Austinburg, Ohio 44010
Athens 405 Hotel LLC Athens, OH 986 East State Street, Athens, Ohio 45701
Jai Bapa Swami LLC Blue Ash Cincinnati, OH 4761 Creek Road, Blue Ash, Ohio 45242
R Y Bowling Green LLC Bowling Green, OH 142 Campbell Hill Road, Bowling Green, Ohio 43402
GUEST SUITE CAMBRIDGE LLC Cambridge, OH 8775 Georgetown Road, Cambridge, Ohio 43725
Sunshine Hospitality LLC Cincinnati-Eastgate, OH 858 Eastgate North Drive, Cincinnati, Ohio 45245
AAAR MASON LLC Cincinnati-Kings Island, OH 5323 Beach Blvd., Mason, Ohio 45040
Hare Krishna Cincinnnati Hotel LLC Cincinnati-Northwest/Fairfield, OH 430 Kolb Drive, Fairfield, Ohio 45014
Circleville Hospitality Inc. Circleville, OH 1520 South Court Street, Circleville, Ohio 43113
Ascend Hospitality LLC Cleveland/Solon, OH 6035 Enterprise Parkway, Solon, Ohio 44139

EXHIBIT A

Double Star Hospitality Westlake LLC Cleveland/Westlake, OH 29690 Detroit Rd., Westlake, Ohio 0
Everest Hospitality LLC DE Cleveland-Airport/Tiedeman Road, OH 10305 Cascade Crossing, Brooklyn, Ohio 44144
East9th Titan LLC Cleveland-Downtown, OH 1460 E. Ninth Street, Cleveland, Ohio 44114
Prish Hospitality LLC Columbus I-70 E/Hamilton Rd. 2093 S. Hamilton Rd., Columbus, Ohio 43232
Kautilya Sunbury Hotel LLC Columbus/Delaware I-71 North, OH 7329 State Route 36 37, Sunbury, Ohio 43074
Double Star Hospitality Dublin LLC Columbus/Dublin, OH 3920 Tuller Rd., Dublin, Ohio 43017
Indus Airport Hotels II LLC Columbus-Airport, OH 4280 International Gateway, Columbus, Ohio 43219
Shri Sitaram Inc. Columbus-East, OH 1890 Winderly Lane, Pickerington, Ohio 0
SGB Management Inc. Columbus-South, OH 4017 Jackpot Road, Grove City, Ohio 43123
Radha Corporation Columbus-West, OH 5625 Trabue, Columbus, Ohio 43228
LHG Miamisburg LLC Dayton South, OH 8960 Mall Ring Road, Dayton, Ohio 45459
Laxmi Hospitality LLC Dayton/Huber Heights, OH 5588 Merily Way, Huber Heights, Ohio 45424
Old Fort Hospitality Inc. Defiance, OH 1037 Hotel Drive, Defiance, Ohio 43512
H.I. HERITAGE INN OF FINDLAY OPCO L.L.C. Findlay, OH 921 Interstate Dr., Findlay, Ohio 45840
HubbellBoeing Corporation Gallipolis, OH 444 Upper River Rd., Gallipolis, Ohio 45631
KRIBHA LLC Heath-Newark, OH 1008 Hebron Road, Heath, Ohio 43056
SSS Hospitality LLC Kent/Akron Area, OH 4406 State Route 43, Kent, Ohio 44240
Lancaster Hospitality LLC Lancaster, OH 2041 Schorrway Drive, Lancaster, Ohio 43130
Roschman Restaurant Administration Inc. Lima, OH 1933 Roschman Avenue, Lima, Ohio 45804
Vineyard Hotel Group LLC Madison, OH 171 Water Tower Drive, Madison, Ohio 44057
Richton Lodgings LLC Mansfield/Ontario, OH 1051 N. Lexington Springmill Road, Mansfield, Ohio 44906
LAXMINARAYAN HOTELS LLC Marietta, OH 508 Pike Street, Marietta, Ohio 45750
RVH Enterprises INC Marysville, OH 16610 Square Drive, Marysville, Ohio 43040
SHREEREVA MASSILLON LLC Massillon, OH 44 First Street, S.W., Massillon, Ohio 44647
NBC Hospitality LLC Medina, OH 3073 Eastpointe Drive, Medina, Ohio 44256
Middletown Hotel Group Middletown, OH 2880 Towne Boulevard, Middletown, Ohio 45044
R Chandat LLC Mt. Vernon, OH 1560 Venture Dr., Mt. Vernon, Ohio 43050
New Phila Hospitality LLC New Philadelphia, OH 1299 West High Avenue, New Philadelphia, Ohio 44663
North Olmsted Hotel Group LLC North Olmsted Cleveland Airport, OH 24601 Country Club Blvd., North Olmsted, Ohio 44070
Stewart Hotel Associates LLC Oxford/Miami University Area, OH 375 S. College Avenue, Oxford, Ohio 45056
North Coast Inn III Inc. Sandusky-Central, OH 6100 Milan Road, Sandusky, Ohio 44870
Hilliard Hotels LLC Sidney, OH 1600 Hampton Court, Sidney, Ohio 45365
A1 Hospitality Inc. Springfield, OH 101 W. Leffel Lane, Springfield, Ohio 45505
Stow Hotel Associates LLC Stow, OH 4331 Lakepointe Corporate Drive, Stow, Ohio 44224
KRSNA Hospitality LLC Tiffin, OH 2492 South State Route 231, Tiffin, Ohio 44883

EXHIBIT A

Oregon Lodging LLC Toledo/Oregon, OH 2931 Navarre Avenue, Oregon, Ohio 43616
HHoldings LLC Toledo-South/Maumee, OH 1409 Reynolds Road, Maumee, Ohio 0
Seva Hospitality HIT Inc. Troy, OH 45 Troy Town Drive, Troy, Ohio 45373
Capital Hospitality Group LLC Washington Court House, OH 11484 Allen Road NW, Jeffersonville, Ohio 43128
Inesh Group Hospitality LLC Wooster, OH 4253 Burbank Road, Wooster, Ohio 44691
Boardman Hotel LLC Youngstown/Boardman, OH 7395 Tiffany South, Poland, Ohio 44514
Jay Astha LLC Youngstown-North, OH 4400 Belmont Avenue, Youngstown, Ohio 44505
Ohm Canfield LLC Youngstown-West I-80 880 N. Canfield-Niles Road, Youngstown, Ohio 44515
H.I. MANAGEMENT OF ZANESVILLE OPCO L.L.C. Zanesville, OH 1009 Spring Street, Zanesville, Ohio 43701

OKLAHOMA

Bartlesville Lodging L.L.C. Bartlesville, OK 130 SE Washington Blvd, Bartlesville, Oklahoma 74006
HOK CHICKASHA LLC Chickasha, OK 3004 South 4th Street, Chickasha, Oklahoma 73018
SONTAG Inc. Clinton, OK 2000 Lexington, Clinton, Oklahoma 73601
Duncan Hotel Management Group LLC Duncan, OK 3833 North Hwy 81, Duncan, Oklahoma 73533
RSS BBCMS2019C4 OK SH LLC El Reno, OK 1530 SW 27th Street, El Reno, Oklahoma 73036
Miami Investments LLC Miami, OK 115 Deacon Turner Road, Miami, Oklahoma 74354
SBN Hospitality L.L.C. Muskogee, OK 3101 Military Boulevard, Muskogee, Oklahoma 74401
Mustang Hospitality LLC Mustang, OK 1320 E State Highway 152, Mustang, Oklahoma 73064
OKC Hotel Management LLC Oklahoma City Northeast, OK 11820 N I-35 Service Rd, Oklahoma City, Oklahoma 73131
Meline Hotel LLC Oklahoma City/Edmond, OK 300 Meline Drive, Edmond, Oklahoma 73034
Sadguru LLC Oklahoma City/Yukon, OK 1351 Canadian Court, Yukon, Oklahoma 73099
Govinda LLC Oklahoma City-I-40 E. (Tinker AFB) 1833 Warren Drive, Midwest City, Oklahoma 73110
Hotel OKC Opco L.L.C. Oklahoma City-Northwest, OK 3022 Northwest Expressway, Oklahoma City, Oklahoma 73112
Midwest Heritage Inn of Shawnee Opco L.L.C. Shawnee, OK 4851 N. Kickapoo, Shawnee, Oklahoma 74801
Tulsa Motel Investment LLC Tulsa/Broken Arrow, OK 2300 W. Albany Street, Broken Arrow, Oklahoma 74012
SRI SAI Ganesh LLC Tulsa-Sand Springs, OK 7852 West Parkway Boulevard, Tulsa, Oklahoma 74127

OREGON

Ducks Hospitality LLC Eugene, OR 3780 W. 11th Avenue, Eugene, Oregon 97402
Virk Hospitality Beaverton LLC Medford, OR 1122 Morrow Road, Medford, Oregon 97504
Florencein Inc. Pendleton, OR 101 SW Nye Avenue, Pendleton, Oregon 97801
Narendra Jaya L.L.C. Portland East, OR 3039 NE 181st Ave., Portland, Oregon 97230
The OM Clackamas LLC Portland/Clackamas, OR 9040 SE Adams, Clackamas, Oregon 97015
Pollin Hotels PDX LLC Portland-Airport, OR 8633 NE Airport Way, Portland, Oregon 97220

EXHIBIT A

Redmond Hotel Group LLC Redmond Bend Airport, OR 3901 SW 21st Street, Redmond, Oregon 97756
Sherwood Hospitality Group LLC Sherwood Portland, OR 22000 SW Meinecke Parkway, Sherwood, Oregon 97140

PENNSYLVANIA

OzzVen LLC Altoona, PA 180 Charlotte Drive, Altoona, Pennsylvania 16601
Shrima Inc. Bedford, PA 4235 Business Route 220, Bedford, Pennsylvania 15522
Belle Vernon Hospitality LLC Belle Vernon, PA 1525 Broad Avenue Extension, Belle Vernon, Pennsylvania 15012
Millett Bloomsburg Inc Bloomsburg, PA 255 Papermill Road, Bloomsburg, Pennsylvania 17815
Butler Hotel Associates LP Butler, PA 400 Benevan Square, Butler, Pennsylvania 16001
Shree Sai Siddhi Chambersburg LLC Chambersburg, PA 955 Lesher Rd., Chambersburg, Pennsylvania 17202
Jay Sainath LLC Clarion, PA 4 Hospital Drive, Clarion, Pennsylvania 16214
Millett Clarks Summit PA Inc. Clarks Summit/Scranton, PA 890 Northern Boulevard, Clarks Summit, Pennsylvania 18411
Global Star Properties Inc. Clearfield, PA 1777 Industrial Park Road, Clearfield, Pennsylvania 16830
FHHOTEL KOKOMO OPCO LLC Danville, PA 137 Old Valley School Road, Danville, Pennsylvania 17821
Lionville Hotel Associates L.P. Downingtown/Exton, PA 4 North Pottstown Pike, Exton, Pennsylvania 19341
Bhavi Motel L.L.C. Doylestown, PA 1570 Easton Rd., Warrington, Pennsylvania 18976
Sam's Hospitality LLC DuBois, PA 1582 Bee Line Highway, Du Bois, Pennsylvania 15801
AHOC LLC Easton, PA 3723 Easton-Nazareth Highway, Easton, Pennsylvania 18045
Widewaters Brittonfield II Erie Hotel Company LLC Erie-South, PA 8050 Old Oliver Road, Erie, Pennsylvania 16509
S.N.M. Enterprises Inc. Gettysburg, PA 1280 York Road, Gettysburg, Pennsylvania 17325
Revest Properties Greensburg, PA 1000 Towne Square Drive, Greensburg, Pennsylvania 15601
Hanover Partners Ltd. Hanover, PA 309 Wilson Ave., Hanover, Pennsylvania 17331
Bow Creek Hospitality LLC Harrisburg/Grantville/Hershey, PA 255 Bow Creek Road, Grantville, Pennsylvania 17028
U.D.H. Management Corp. Harrisburg-East (Hershey Area), PA 4230 Union Deposit Rd., Harrisburg, Pennsylvania 17111
High Hotels Ltd. Harrisburg-West, PA 4950 Ritter Road, Mechanicsburg, Pennsylvania 17055
HH H1 Hazelton LLC Hazleton, PA 1 Top of the 80s Road, Hazleton, Pennsylvania 18202
Pride Hotels Inc. Indiana, PA 1275 Indian Springs Road, Indiana, Pennsylvania 15701
Revest Properties Johnstown, PA 129 Commerce Court, Johnstown, Pennsylvania 15904
High Hotels Ltd. Lancaster, PA 545 Greenfield Rd., Lancaster, Pennsylvania 17601
Latrobe Hospitality Group LLC Latrobe, PA 3970 Route 30, Latrobe, Pennsylvania 15650
Cumberland Hospitality Holdings LLC Lebanon, PA 1601 East Cumberland St., Lebanon, Pennsylvania 17042
Lehighton Investment Group LP Lehighton - Jim Thorpe, PA 877 Interchange Road, Lehighton, Pennsylvania 18235
Millett Lewisburg LLC Lewisburg, PA 140 International Drive, Lewisburg, Pennsylvania 17837
Limerick Hotel Corp. Limerick-Philadelphia Area, PA 430 W. Linfield Trappe Road, Limerick, Pennsylvania 19468
Westfall Hospitality Holding LLC Matamoras/Milford, PA 122 Westfall Town Drive, Matamoras, Pennsylvania 18336

EXHIBIT A

Staralliance Hotels Inc. Meadville, PA 11446 North Dawn Drive, Meadville, Pennsylvania 16335
Moody National LancasterFrazer MT LLC Philadelphia/Great Valley/Malvern, PA 635 Lancaster Ave., Frazer, Pennsylvania 19355
MCR King of Prussia Tenant LLC Philadelphia/King of Prussia (Valley Forge), PA 530 W. Dekalb Pike Rt. 202, King of Prussia, Pennsylvania 19406
KVH22 LLC Philadelphia/Plymouth Meeting, PA 2055 Chemical Road, Plymouth Meeting, Pennsylvania 19462
BCORE 1301 Race Street TRS LLC Philadelphia-Convention Ctr, PA 1301 Race Street, Philadelphia, Pennsylvania 19107
JSK Willow Grove LLC Philadelphia-Willow Grove, PA 1500 Easton Road, Willow Grove, Pennsylvania 19090
Jay Dana LLC Pine Grove, PA 481 Suedberg Road, Pine Grove, Pennsylvania 17963
Adinath Hospitality LLC Pittsburgh Area-Beaver Valley/Center Township, PA 202 Fairview Drive, Monaca, Pennsylvania 15061
Apple Nine Hospitality Management Inc. Pittsburgh University/Medical Center, PA 3315 Hamlet St., Pittsburgh, Pennsylvania 15213
Greentree Hospitality LLC Pittsburgh/Greentree, PA 555 Trumbull Dr., Pittsburgh, Pennsylvania 15205
3000 MOSSIDE LLC Pittsburgh/Monroeville, PA 3000 Mosside Blvd., Monroeville, Pennsylvania 15146
Invictus Hotels LLC Pittsburgh/West Mifflin, PA 1550 Lebanon Church Road, Pittsburgh, Pennsylvania 15236
Franklin Park Hospitality LLC Pittsburgh/Wexford-Sewickley, PA 2622 Wexford Bayne Rd., Wexford, Pennsylvania 15143
Bridgeville Hotel Associates L.P. Pittsburgh-Bridgeville, PA 150 Old Pond Road, Bridgeville, Pennsylvania 15017
Holdings of Ramesh T. Joshi and Ketan R. Joshi Quakertown, PA 1915 John Fries Highway, Quakertown, Pennsylvania 18951
Shree Sai Siddhi Wyomissing LLC Reading/Wyomissing, PA 1800 Papermill Rd., Wyomissing, Pennsylvania 19610
Millett Sayre LLC Sayre, PA 3080 North Elmira Street, Sayre, Pennsylvania 18840
DND MONTAGE NEXA REAL ESTATE Scranton at Montage Mountain, PA 22 Montage Mountain Rd., Scranton, Pennsylvania 18507
VIIIHIIStetler Avenue Opco L.L.C. Selinsgrove/Shamokin Dam, PA 3 Stetler Ave., Shamokin Dam, Pennsylvania 17876
Stonebridge Hospitality Partners LP Shrewsbury, PA 1000 Far Hills Drive, New Freedom, Pennsylvania 17349
Whispering Hospitality LLC Somerset, PA 324 Laurel Crest Road, Somerset, Pennsylvania 15501
ECH OPS LLC State College, PA 1101 East College Ave., State College, Pennsylvania 16801
OM Hospitality LLC Stroudsburg/Poconos, PA 114 South 8th Street, Stroudsburg, Pennsylvania 18360
Millett Tunkannock PA LLC Tunkhannock, PA 209 East Tioga Street, Tunkhannock, Pennsylvania 18657
DRLRD Inc. Uniontown, PA 698 West Main Street, Uniontown, Pennsylvania 15401
Trio PA Hospitality LLC Washington, PA 119 Murtland Avenue, Washington, Pennsylvania 15301
Greene County Hotel Associates L.P. Waynesburg, PA 227 Greene Plaza, Waynesburg, Pennsylvania 15370
Williamsport Inn LLC Williamsport-Downtown, PA 140 Via Bella, Williamsport, Pennsylvania 17701
Shree Sai Siddhi Zion LLC York, PA 1550 Mt. Zion Rd., York, Pennsylvania 17402

RHODE ISLAND

Coventry Lodging Associates LLC Coventry, RI 850 Centre of New England Blvd., Coventry, Rhode Island 2816
Pawhi LLC Pawtucket, RI 2 George St, Pawtucket, Rhode Island 2860
Village Hotel Associates LLC South Kingstown/Newport Area, RI 20 Hotel Drive, South Kingstown, Rhode Island 2879

EXHIBIT A

SOUTH CAROLINA

RJAYR LLC Aiken, SC 100 Tamil Dr., Aiken, South Carolina 29803
Deesha Enterprises Inc. Anderson, SC 120 Interstate Blvd., Anderson, South Carolina 29621
Ress Investment LLC Anderson/Alliance Business Park, SC 411 Alliance Parkway, Anderson, South Carolina 29621
Beaufort Lodging LLC Beaufort, SC 2342 Boundary Street, Beaufort, South Carolina 29902
Kali Inc. Camden, SC 122 Wall Street, Camden, South Carolina 29020
Daniel Island Ventures, LLC Charleston/Daniel Island, SC 160 Fairchild Street, Charleston, South Carolina 29492
SAFHI, Inc. Charleston/Mt. Pleasant Patriots Point, SC 255 Sessions Way, Mount Pleasant, South Carolina 29464
John Street Associates, LLC Charleston-Historic District, SC 345 Meeting St., Charleston, South Carolina 29403
Homecourt Hospitality North Charleston III LLC Charleston-North, SC 7424 Northside Drive, North Charleston, South Carolina 29420
Kana Clemson LLC Clemson-University Area, SC 851 Tiger Blvd., Clemson, South Carolina 29631
Palmetto Investment Group Inc. Columbia I-20/Clemson Road, SC 1021 Clemson Frontage Road, Columbia, South Carolina 29229
Quality Oil Company LLC Columbia I-26/Harbison Blvd., SC 101 Woodcross Drive, Columbia, South Carolina 29212
Columbia Northeast Hotel LLC Columbia Northeast - Fort Jackson, SC 1551 Barbara Drive, Columbia, South Carolina 29223
Capital City Hotels LLC Columbia-Downtown Historic Dist, SC 822 Gervais Street, Columbia, South Carolina 29201
Welcome Group LLC Columbia-I-26 Airport, SC 1094 Chris Dr., West Columbia, South Carolina 29169
Easley Hotel Group LLC Easley, SC 8 Southern Center Court, Easley, South Carolina 29640
Imperial InvestmentsGaffney L.L.C. Gaffney, SC 115 Nancy Creek Road, Gaffney, South Carolina 29341
Georgetown Hotel Associates L.L.C. Georgetown-Marina, SC 420 Marina Drive, Georgetown, South Carolina 29440
Babubhai Patel and Hasumati Patel a Partnership Greenville I-385 - Woodruff Road, SC 15 Park Woodruff Dr., Greenville, South Carolina 29607
Haywood Hotel Group LLC Greenville/I-385 Haywood Mall, SC 255 Congaree Road, Greenville, South Carolina 29607
Infinite Hotel Group Inc. Greenville/Simpsonville, SC 3934 Grandview Drive, Simpsonville, South Carolina 29680
TR GATEWAY LLC Greenville/Travelers Rest, SC 593 Roe Center Court, Travelers Rest, South Carolina 29690
Heidi Enterprise Inc. Greenwood, SC 1624 Bypass 72 NE, Greenwood, South Carolina 29649
Sycamore Greer LLC Greer Greenville, SC 112 N Main Street, Greer, South Carolina 29650
Sri Jai Jalaram Inc Hardeeville, SC 104 Brooks Willis Drive, Hardeeville, South Carolina 29927
Dillon Road HH LLC Hilton Head, SC 1 Dillon Road, Hilton Head Island, South Carolina 29926
Hotel Ventures of Manning Inc. Manning, SC 2822 Paxville Highway, Manning, South Carolina 29102
Murrell's Inlet Ventures LLC Murrells Inlet/Myrtle Beach Area, SC 512 Courtfield Drive, Murrells Inlet, South Carolina 29576
Cane Patch Associates of Myrtle Beach II Myrtle Beach Broadway at the Beach, SC 1140 Celebrity Circle, Myrtle Beach, South Carolina 29577
MB HI Property Owner LLC Myrtle Beach-Northwood, SC 620 75th Avenue North, Myrtle Beach, South Carolina 29572
South Carolina Hotel LLC Myrtle Beach-West, SC 4551 Highway 501, Myrtle Beach, South Carolina 29579
Paramount Hotels LLC Newberry-Opera House, SC 1201 Nance Street, Newberry, South Carolina 29108
Spectrum Hospitality VII LLC North Myrtle Beach-Harbourgate, SC 2112 Little River Neck Road, North Myrtle Beach, South Carolina 29582
Litchfield Hotel Associates L.L.C. Pawley's Island, SC 150 Willbrook Blvd., Pawleys Island, South Carolina 29585

EXHIBIT A

Tabor Hospitality LLC Rock Hill, SC 2111 Tabor Drive, Rock Hill, South Carolina 29730
H.I. of Santee Inc. Santee - I-95, SC 9060 Old Number Six Highway, Santee, South Carolina 29142
Shivam GSP Hotel LLC Spartanburg-North I-85, SC 121 Traveller Drive, Spartanburg, South Carolina 29303
Holdings of Carol Wiggins Summerville, SC 121 Holiday Drive, Summerville, South Carolina 29483
Swami Hotel Group LLC Sumter, SC 1370 Broad Street Ext., Sumter, South Carolina 29150
Trishul Yemassee LLC Yemassee, SC 139 Frampton Drive, Yemassee, South Carolina 29945

SOUTH DAKOTA

Deadwood Parking Lots LLC Deadwood at Tin Lizzie Gaming Resort, SD 531 Main Street, Deadwood, South Dakota 57732
Sivraj Motel Inc. Lead, SD 900 Miners Ave, Lead, South Dakota 57754
Thomsen Family L.L.C. Mitchell, SD 1920 Highland Way, Mitchell, South Dakota 57301
Shri Hari LLP North Sioux City, SD 101 S. Sodrac Dr., North Sioux City, South Dakota 57049
Hari Har Inc. Sioux Falls, SD 2417 S. Carolyn Avenue, Sioux Falls, South Dakota 57106
Khan Comfort LLC Spearfish, SD 240 North 27th Street, Spearfish, South Dakota 57783

TENNESSEE

DS Hospitality Ashland City GP Ashland City, TN 1609 Hwy 12 South, Ashland City, Tennessee 37015
Mahant Swami Krupa LLC Athens, TN 1821 Holiday Drive, Athens, Tennessee 37303
Bristol Hotel Associates L.P. Bristol, TN 3299 West State St., Bristol, Tennessee 37620
SiLa Caryville LLC Caryville-I-75/Cove Lake State Park, TN 4459 Veteran's Memorial Hwy, Caryville, Tennessee 37714
Vision East Ridge LLC Chattanooga East Ridge, TN 623 Camp Jordan Parkway, Chattanooga, Tennessee 37412
Vision Tiftonia II LLC Chattanooga West/Lookout Mountain, TN 74 Starview Lane, Chattanooga, Tennessee 37419
Attray Associates L.L.C. Chattanooga/Hixson, TN 1920 Hamill Road, Hixson, Tennessee 37343
FFP LLC Chattanooga-North/Ooltewah, TN 6145 Weir Way, Ooltewah, Tennessee 37363
Vision Cleveland II LLC Cleveland, TN 4355 Frontage Road, Cleveland, Tennessee 37312
Columbia Commons General Partnership Columbia, TN 1551 Halifax Drive, Columbia, Tennessee 38401
1025 Cookeville Hotel LLC Cookeville, TN 1025 Interstate Drive, Cookeville, Tennessee 38501
RM Properties Crossville, TN 64 Hospitality Drive, Crossville, Tennessee 38555
United Hospitality Corporation Dandridge, TN 126 Sharon Drive, Dandridge, Tennessee 37725
SAIRAM L.L.C. Dickson, TN 1080 East Christi Drive, Dickson, Tennessee 37055
Dyersburg Hospitality LLC Dyersburg, TN 2750 Mall Loop Road, Dyersburg, Tennessee 38024
Hunt Hospitality Fayetteville TN LLC Fayetteville, TN 110 Redstone Drive, Fayetteville, Tennessee 37334
ErnstWestern Corporation Gallatin, TN 980 Village Green Crossing, Gallatin, Tennessee 37066
Hospitality Development Solutions LLC Gatlinburg Historic Nature Trail, TN 520 Airport Rd, Gatlinburg, Tennessee 37738
Leconte Creek LLC Gatlinburg, TN 967 Parkway, Gatlinburg, Tennessee 37738

EXHIBIT A

S R of Greeneville I LLC Greeneville, TN 3130 E. Andrew Johnson Highway, Greeneville, Tennessee 37745
Vintage One LLC Johnson City, TN 508 N. State of Franklin Rd., Johnson City, Tennessee 37604
Kamala Hospitality Group LLC Kimball, TN 100 Hampton Drive, South Pittsburg, Tennessee 37380
Kingsport Hotel Associates L.P. Kingsport, TN 2000 Enterprise Place, Kingsport, Tennessee 37660
Clinton Hotel Partners LLC Knoxville/Clinton I-75, TN 105 Hillvale Road, Clinton, Tennessee 37716
Saaho Hotel 3 LLC Knoxville-Airport, TN 148 International Ave., Alcoa, Tennessee 37701
Strawplains Hotel Partners LLC Knoxville-East, TN 7445 Sawyer Lane, Knoxville, Tennessee 37924
Sachchidanand Hotel Cedar Bluff LLC Knoxville-West at Cedar Bluff, TN 9128 Executive Park Dr., Knoxville, Tennessee 37923
Lenoir City Hotel Partners LLC Lenoir City, TN 585 Fort Loudoun Medical Center Dr., Lenoir City, Tennessee 37772
RandalLexington LLC Lexington, TN 21340 Hwy 22 N, Wildersville, Tennessee 38388
Room Masters LLC Martin, TN 5575 Skyhawk Parkway, Martin, Tennessee 38237
Hunt Hospitality McMinnville TN LLC McMinnville, TN 1560 Sparta Street, McMinnville, Tennessee 37110
Onyx Collierville Hotel 2 LLC Memphis/Collierville, TN 1280 West Poplar Avenue, Collierville, Tennessee 38017
HIT Portfolio I HIL TRS LLC Memphis-Poplar, TN 5320 Poplar Ave., Memphis, Tennessee 38119
DBG Lodging LLC Memphis-Southwind, TN 3579 Hacks Cross Road, Memphis, Tennessee 38125
CNI THL OPS LLC Memphis-Walnut Grove/Baptist East, TN 33 Humphreys Center Dr., Memphis, Tennessee 38120
Premier Hospitality Corporation Morristown I-81, TN 5368 Winners Circle Road, Morristown, Tennessee 37813
Shivani LLC of Morristown Morristown, TN 3750 W. Andrew Johnson Highway, Morristown, Tennessee 37814
OnCentury Hospitality LLC Nashville Airport Century Place, TN 1 Century Boulevard, Nashville, Tennessee 37214
OMSHIV LLC Nashville/Bellevue-I-40, TN 7815 Coley Davis Road, Nashville, Tennessee 37221
Brentwood TN Hotel LLC Nashville/Brentwood-I-65S, TN 5630 Franklin Pike Circle, Brentwood, Tennessee 37027
1919 West End SET Ground Lessee LLC Nashville/Vanderbilt, TN 1919 West End Avenue, Nashville, Tennessee 37203
Radhe Shyam LLC TN Nashville-I-24 Hickory Hollow, TN 210 Crossings Place, Antioch, Tennessee 37013
OM Newport LLC Newport, TN 1020 Cosby Highway, Newport, Tennessee 37821
Holdings of Shailesh V. Patel Oak Ridge Knoxville, TN 208 S. Illinois Avenue, Oak Ridge, Tennessee 37830
VRL Hotels 2 LLC Paris, TN 1540 Mineral Wells Avenue, Paris, Tennessee 38242
Krishiv Hospitality LLC Pickwick Dam-At Shiloh Falls, TN 90 Old South Rd., Counce, Tennessee 38326
Turkey Run Hotel Partners LLC Pigeon Forge, TN 2497 Teaster Lane, Pigeon Forge, Tennessee 37863
Pleasant View Hospitality LLC Pleasant View, TN 2606 Highway 49 East, Pleasant View, Tennessee 37146
Hunt Services Inc. Pulaski, TN 180 Bre Avenue, Pulaski, Tennessee 38478
Turkey Creek Hospitality TCH Inc. Sevierville, TN 681 Winfield Dunn Pkwy., Sevierville, Tennessee 37876
Spring Hill Development LLC Spring Hill, TN 2052 Crossings Blvd, Spring Hill, Tennessee 37174
Springfield Hotel Partnership LP Springfield, TN 620 22nd Avenue East, Springfield, Tennessee 37172
Tullahoma Hospitality LLC Tullahoma, TN 1922 North Jackson St., Tullahoma, Tennessee 37388
Nathu Incorporated Union City, TN 2121 W Reelfoot Ave, Union City, Tennessee 38261

EXHIBIT A

SAI SHIV LLC White House, TN 404 Hester Drive, White House, Tennessee 37188

TEXAS

Heritage Inn Number XVII. Opco L.L.C. Abilene, TX 3917 Ridgemont Drive, Abilene, Texas 79606
Hillsboro Hospitality LLC Alice, TX 3135 East Main Street, Alice, Texas 78332
ANG Alpine Hospitality LLC Alpine, TX 2607 West Highway 90, Alpine, Texas 79830
M45 East Austin Hotel LLC Austin East Side 5th Street, TX 2033 E. 5th Street, Austin, Texas 0
Moody National AustinGOVR MT LLC Austin/Airport Area South, TX 4141 Governors Row, Austin, Texas 78744
R H HOSPITALITY LLC Austin/Oak Hill, TX 6401 West US Hwy 290, Austin, Texas 78735
Austin North Hospitality Group LLC Austin-North @ I-35 & Hwy 183, TX 7619 I-35 North, Austin, Texas 78752
Apple Ten Hospitality Texas Services Inc. Austin-NW/Arboretum, TX 3908 West Braker Lane, Austin, Texas 78759
Apple Ten Hospitality Texas Services Inc. Austin-Round Rock, TX 110 Dell Way, Round Rock, Texas 78664
Beaumont Hotel 3795 LLC Beaumont, TX 3795 I-H10 South, Beaumont, Texas 77705
SCD HBV LLC Beeville, TX 301 South Hall Street, Beeville, Texas 78102
Brownwood Hospitality Group Inc. Brownwood, TX 1103 Riverside Drive, Brownwood, Texas 76801
LHSH Ltd Bulverde Texas Hill Country, TX 499 Singing Oaks, Spring Branch, Texas 78070
Rizo Hotels LLC Carrizo Springs, TX 2651 North US HIghway 83, Carrizo Springs, Texas 78834
Krishna College Station LLC College Station, TX 320 Texas Ave., S., College Station, Texas 77840
Saka Enterprises LLC Corpus Christi-Northwest/I-37, TX 11233 Interstate Highway 37, Corpus Christi, Texas 78410
Shiva Cotulla LLC Cotulla, TX 659 North Baylor Avenue, Cotulla, Texas 78014
Om Shanti Om Fourteen LLC Dallas/Irving-Las Colinas, TX 820 West Walnut Hill Lane, Irving, Texas 75038
Rockwall RMKP LP Dallas-Rockwall, TX 1549 Laguna Drive, Rockwall, Texas 75087
Eagle Pass Hospitality of Texas Ltd. Eagle Pass, TX 3301 E. Main Street, Eagle Pass, Texas 78852
Fort Stockton Hospitality Inc. Fort Stockton, TX 2271 West Interstate 10, Fort Stockton, Texas 79735
Heritage Inn Number XXX. Opco L.L.C. Fort Worth Southwest Cityview, TX 4799 SW Loop 820, Fort Worth, Texas 76132
Harker Heights Lodging LLC Harker Heights Killeen, TX 126 E. Central Texas Expressway, Harker Heights, Texas 76548
S S Union Inc. Houston Deer Park Ship Area, TX 1450 Center Street, Deer Park, Texas 77536
ALH Properties No. Twenty One L.P. Houston Downtown, TX 710 Crawford Street, Houston, Texas 77002
Hobby 8620 Operating LLC Houston Hobby Airport, TX 8620 Airport Blvd., Houston, Texas 77061
Centerpointe Partners Texas LLC Houston I-10 East, TX 10505 East Freeway, Houston, Texas 77029
Moody National Katy ECHouston MT LLC Houston I-10W Energy Corridor, TX 11333 Katy Freeway, Houston, Texas 77079
Veritas Hospitality LLC Houston NASA (Johnson Space Center), TX 3000 Nasa Road One, Seabrook, Texas 77586
Baytown Hotel Investment 1 LLC Houston/Baytown, TX 7211 Garth Rd., Baytown, Texas 77521
Shiv Sai 0122 LLC Houston/Humble, TX 20515 Highway 59 North, Humble, Texas 77338
Omkar Enterprises Pearland LP Houston/Pearland, TX 6515 Broadway Street, Pearland, Texas 77581

EXHIBIT A

Green Rock Plus LLC Houston/Stafford, TX 4714 Techniplex Dr., Stafford, Texas 77477
RS 12909 Hospitality LLC Houston-Brookhollow, TX 12909 Northwest Freeway, Houston, Texas 77040
Houston A Galleria Opco LP Houston-Near the Galleria, TX 4500 Post Oak Pkwy., Houston, Texas 77027
Ambe Hotels Walnut Hill LLC Houston-Willowbrook Mall, TX 7645 West FM 1960, Houston, Texas 77070
Krishna Kenedy LLC Kenedy, TX 4091 South US Hwy 181, Kenedy, Texas 78119
Techno Hospitality LP Kerrville, TX 2038 Sidney Baker Street, Kerrville, Texas 78028
LW Travel Corporation Kingsville, TX 2489 South U.S. Hwy 77, Kingsville, Texas 78363
Kyle Hospitality LLC Kyle, TX 151 Bunton Creek Rd, Kyle, Texas 78640
SunBridge Hospitality Inc. La Grange, TX 1624 W State Hwy 71, La Grange, Texas 78945
CNI THL OPS LLC Laredo, TX 7903 San Dario, Laredo, Texas 78045
Lindale Lodging L.L.C. Lindale/Tyler Area, TX 3505 South Main, Lindale, Texas 75771
Holdings of Mayur R. Patel Longview, TX 160 Lucy Drive, Longview, Texas 75602
Pioneer Hospitality LLC Lubbock, TX 4003 South Loop 289, Lubbock, Texas 79423
Happy Lodging Inc. Marshall, TX 5100 South East End Boulevard, Marshall, Texas 75672
MidH Lodging LLC Midland South, TX 2201 Camp Street, Midland, Texas 79701
Midland TW Development L.P. Midland West, TX 1107 Windhaven Drive, Midland, Texas 79706
Decatur Properties Holdings LLC Monahans, TX 2021 South Ilda Avenue, Monahans, Texas 79756
ODHI Development L.P. Odessa 3923 John Ben Sheppard Pkwy, Odessa, Texas 79762
Summer Hill Management LLC Orange, TX 2080 Interstate 10 West, Orange, Texas 77632
Ozona Hospitality Group LLC Ozona, TX 816 14th Street, Ozona, Texas 76943
Mittas at Pampa LLC Pampa, TX 2820 North Perryton Parkway, Pampa, Texas 79065
Paris Hospitality Inc. Paris, TX 3563 NE Loop 286, Paris, Texas 75460
ANG Pecos Hospitality LLC Pecos, TX 215 South Frontage Road, Pecos, Texas 79772
Krishna Pleasanton LLC Pleasanton, TX 2057 West Oaklawn Road, Pleasanton, Texas 78064
Heritage Inn Number XXIV. Opco L.L.C. San Angelo, TX 2959 W Loop 306, San Angelo, Texas 76904
EPIX Hospitality LLC San Antonio Stone Oak, TX 2127 Gold Canyon Drive, San Antonio, Texas 78232
Krishna San Antonio LLC San Antonio-Downtown (River Walk Area), TX 414 Bowie Street, San Antonio, Texas 78205
Spar Hotel Enterprise LP Seguin, TX 1130 Larkin Ave, Seguin, Texas 78155
Snyder Lodging Group LLC Snyder, TX 1801 East Roby Highway, Snyder, Texas 79549
1202 Hospitality LLC Sulphur Springs, TX 1202 Mockingbird Lane, Sulphur Springs, Texas 75482
TXHP SWEETWATER OPCO LLC. Sweetwater, TX 302 SE Georgia Avenue, Sweetwater, Texas 79556
Temple Sixty Forty LLC Temple, TX 3816 South General Bruce Drive, Temple, Texas 76502
UAL Plaza LLC Uvalde, TX 2714 E. Main Street, Uvalde, Texas 78801
Van Horn Lodging LLC Van Horn, TX 1921 SW Frontage Road, Van Horn, Texas 79855
Holdings of Joseph D. Rogers and Joan P. Rogers Vernon, TX 4131 Western Trail Drive, Vernon, Texas 76384

EXHIBIT A

AR Lodging LLC Victoria, TX 7006 North Navarro, Victoria, Texas 77904
Ambrosia Hospitality LLC Waco, TX 4259 North I-35, Waco, Texas 76705
Vasudeva Family LLC Weslaco, TX 1004 Fairfield Blvd, Weslaco, Texas 78596
Wichita Falls Lodging LP Wichita Falls North, TX 2432 Sierra Drive, Wichita Falls, Texas 76306
Heritage Inn Number LXX. Opco L.L.C. Wichita Falls-Sikes Senter Mall, TX 4217 Kemp Blvd., Wichita Falls, Texas 76308

UTAH
BiJi L.L.C. Brigham City, UT 40 N. Main Street, Brigham City, Utah 84302
Penterra LLC Cedar City, UT 1145 S. Bentley Boulevard, Cedar City, Utah 84720
Draper Hotel Partners LLC Draper Salt Lake City, UT 13711 South 200 W, Draper, Utah 84020
Kanab Utah Hotels LLC Kanab, UT 98 S 100 E, Kanab, Utah 84741
3576 Ashton Blvd Holdings Lehi-Thanksgiving Point, UT 3576 North Ashton Blvd., Lehi, Utah 84043
HA Moab LLC Moab, UT 488 North Main Street, Moab, Utah 84532
MOUNTAINVIEW HOSPITALITY GROUP LLC Provo, UT 1511 South 40 East, Provo, Utah 84606
Shiv Krupa LLC Richfield, UT 1100 West 1350 South, Richfield, Utah 84701
Cottonwood Hospitality LLC Salt Lake City Cottonwood, UT 3210 E. Millrock Dr., Holladay, Utah 84121
Woodland Hospitality LLC Salt Lake City/Layton, UT 1700 N. Woodland Park Drive, Layton, Utah 84041
Murray Hospitality LLC Salt Lake City/Murray, UT 606 West 4500 South, Salt Lake City, Utah 84123
106 Hospitality Group LLC Salt Lake City/Sandy, UT 10690 S. Holiday Park Dr., Sandy, Utah 84070
The Inn Group L.L.C. Salt Lake City-Downtown, UT 425 South 300 West, Salt Lake City, Utah 84101
Cottontree Hospitality Group Salt Lake City-North, UT 2393 South 800 West, Woods Cross, Utah 84087
Dixie Paradise Management Inc. St. George, UT 53 North River Road, St George, Utah 84790
Northern Lodging LLC Tremonton, UT 2145 West Main Street, Tremonton, Utah 84337
Lake Parks Hotels LLC West Valley Salt Lake City, UT 2659 South High Commons Way, West Valley City, Utah 84120

VERMONT
Cousins Bennington Hotel LLC Bennington, VT 51 Hannaford Square, Bennington, Vermont 5201
1378 Putney LLC and All Narayan Brattleboro LLC Brattleboro, VT 1378 Putney Road, Brattleboro, Vermont 5301
Crystal Clear Hospitality LLC Colchester, VT 42 Lower Mountain View Drive, Colchester, Vermont 5446
Butson Rutland LLC Rutland, VT 47 Farrell Road, Rutland, Vermont 5701
PeakCM Lake Street Hotel LLP St Albans, VT 43 Lake Street, St Albans, Vermont 5478
Butson White River Junction II LLC White River Junction, VT 104 Ballardvale Drive, White River Junction, Vermont 0

VIRGINIA
Atlantic Host LLC Abingdon, VA 510 Cummings Street, Abingdon, Virginia 24210

EXHIBIT A

King Hotel LLC Alexandria Pentagon S, VA 4800 Leesburg Pike, Alexandria, Virginia 22302
MJS Corporation Alexandria-Old Town/King St., VA 1616 King Street, Alexandria, Virginia 22314
India Road LLC Charlottesville, VA 2035 India Rd, Charlottesville, Virginia 22901
Chester I LLC Chester South, VA 12610 Chestnut Hill Road, Chester, Virginia 23836
Quality Oil Company LLC Christiansburg/Blacksburg 380 Arbor Drive, Christiansburg, Virginia 24073
AKTA Enterprises Inc. Covington, VA 701 Carlyle Street, Covington, Virginia 24426
SRK Investments Inc Dahlgren, VA 4391 Hospitality Way, King George, Virginia 22485
JKM LLC Daleville, VA 195 Town Center Street, Daleville, Virginia 24083
RMC Investments LC Danville, VA 1098 Riverside Dr., Danville, Virginia 24540
Jayam Inc. Dublin, VA 4420 Cleburne Boulevard, Dublin, Virginia 24084
Cascades Hospitality Corporation Dulles/Cascades, VA 21260 Hampton Ponds Drive, Sterling, Virginia 20165
Smital Corporation Dumfries/Quantico, VA 16959 Old Stage Road, Dumfries, Virginia 22025
AHIP VA Emporia Enterprises LLC Emporia, VA 898 Wiggins Road, Emporia, Virginia 23847
10860 LLC Fairfax City, VA 10860 Fairfax Boulevard, Fairfax, Virginia 22030
NRH Hotel Partners LLC Farmville, VA 300 Sunchase Boulevard, Farmville, Virginia 23901
Aikens Corporation Front Royal, VA 9800 Winchester Road, Front Royal, Virginia 22630
Max Meadows Hospitality LLC Ft. Chiswell-Max Meadows, VA 199 Ft. Chiswell Road, Max Meadows, Virginia 24360
Vishram LLC Gainesville/Haymarket, VA 7300 Atlas Walk Way, Gainesville, Virginia 20155
Raga Corporation Galax, VA 205 Cranberry Road, Galax, Virginia 24333
Ebbitt Corporation Gloucester, VA 6638 Forest Hill Avenue, Gloucester, Virginia 23061
Shantinath Gretna DE LLC Gretna, VA 200 McBride Lane, Gretna, Virginia 24557
Paradise II LLC Hampton/Newport News, VA 3101 Coliseum Drive, Hampton, Virginia 23666
University Blvd Hospitality LLC Harrisonburg - University, VA 85 University Boulevard, Harrisonburg, Virginia 22801
AHIP VA Harrisonburg II Enterprises LLC Harrisonburg-South, VA 43 Covenant Drive, Harrisonburg, Virginia 22801
Milo C. Cockerham Inc. Hillsville, VA 90 Farmers Market Road, Hillsville, Virginia 24343
ShaminHAM Inc. Hopewell Fort Gregg-Adams, VA 5103 Plaza Drive, Hopewell, Virginia 23860
HI of Lexington LLC Lexington-Historic Area, VA 401 E. Nelson Street, Lexington, Virginia 24450
Manassas Holding LLC Manassas, VA 7295 Williamson Blvd., Manassas, Virginia 20109
Daly GC Inc. Martinsville, VA 50 Hampton Drive, Martinsville, Virginia 24112
Newport Associates L.L.C Newport News-Yorktown, VA 151 Ottis Street, Newport News, Virginia 23602
701 Woodlake Drive LLC Norfolk/Chesapeake(Greenbrier Area), VA 701 Woodlake Dr., Chesapeake, Virginia 23320
Greenwich LLC Norfolk/Virginia Beach, VA 5793 Greenwich Rd., Virginia Beach, Virginia 23462
Shantinath CIS LLC Norfolk-Naval Base, VA 8501 Hampton Boulevard, Norfolk, Virginia 0
Sai Operations Norton LLC Norton, VA 1051 Park Ave. SW, Norton, Virginia 24273
Horizon Partners II LLC Petersburg Fort Lee, VA 11909 South Crater Road, Petersburg, Virginia 23805

EXHIBIT A

Roslyn Hotel LLC Petersburg/Southpark Mall, VA 403 East Roslyn Road, Colonial Heights, Virginia 23834
Occoquan Hospitality LLC Potomac Mills/Woodbridge, VA 1240 Annapolis Way, Woodbridge, Virginia 22191
Shamin Chestnut Hill LLC Richmond Chester, VA 12500 Chestnut Hill Rd, Chester, Virginia 23836
Innsbrook Hotel LLC Richmond West Innsbrook, VA Innsbrook-10800 W. Broad St., Glen Allen, Virginia 23060
AUDUBON IV LLC Richmond/Airport, VA 421 International Center Drive, Sandston, Virginia 23150
Hambell LLC Richmond/South, VA 4300 Commerce Road, Richmond, Virginia 23234
ShaminMechanicsville Hospitality L.C. Richmond-Mechanicsville, VA 7433 Bell Creek Road, Mechanicsville, Virginia 0
Hospitality Midlothian L.C. Richmond-Midlothian Turnpike, VA 800 Research Road, Richmond, Virginia 23236
Magnolia Hospitality LLC VA Richmond-North/Ashland, VA 705 England Street, Ashland, Virginia 23005
Hospitality Two L.C. Richmond-Southwest (Hull Street), VA 3620 Price Club Boulevard, Midlothian, Virginia 23112
ROA LLC Roanoke/Hollins - I-81, VA 7922 Plantation Rd., Roanoke, Virginia 24019
Virginia Eastern Company L.L.C. Salem East-Electric Road, VA 1886 Electric Road, Salem, Virginia 24153
Supreme Hospitaltiy L.L.C. Salem, VA 450 Litchell Road, Salem, Virginia 24153
M T Ventures L.L.C. South Hill, VA I-85 U.S. 58, South Hill, Virginia 23970
Paras Corporation Stafford/Quantico & Conference Center, VA 2965 Richmond HWY, Stafford, Virginia 22554
HI of Staunton L.L.C. Staunton, VA 40 Payne Lane, Staunton, Virginia 24401
Kishna Stony Creek LLC Stony Creek/Petersburg Area, VA 10476 Blue Star Highway, Stony Creek, Virginia 23882
Centerbrooke Hospitality LLC Suffolk, VA 1017 Centerbrooke Lane, Suffolk, Virginia 23434
J S Hotel LLC Tappahannock, VA 1003 Hobbs Hole Drive, Tappahannock, Virginia 22560
Harrison Virginia Beach South SPE LLC Virginia Beach/Oceanfront South, VA 1011 Atlantic Avenue, Virginia Beach, Virginia 23451
3107 Atlantic LLC Virginia Beach-Oceanfront North, VA 3107 Atlantic Avenue, Virginia Beach, Virginia 23451
Gateway Warrenton HI LLC Warrenton, VA 501 Blackwell Road, Warrenton, Virginia 20186
Dulles South Hospitality LLC Washington-Dulles Int'l. Apt. So. 4050 Westfax Dr., Chantilly, Virginia 20151
HI of Waynesboro LLC Waynesboro/Stuarts Draft, VA 15 Four Square Lane, Fishersville, Virginia 22939
Aikens Allen LP. LLP Winchester-N/Conference Center, VA 1204 Berryville Avenue, Winchester, Virginia 22601
JEM Hospitality Group LLC Winchester-University/Mall Area, VA 640 East Jubal Early Drive, Winchester, Virginia 22601
United Investors Virginia L.C. Wytheville, VA 950 Pepper's Ferry Road, Wytheville, Virginia 24382
Awana Hospitality Management Company Zion Crossroads Gordonsville, VA 10800 James Madison Hwy., Gordonsville, Virginia 22942

WASHINGTON

Bakerview Road Lodging Investors LLC Bellingham Airport, WA 1055 W Bakerview Rd., Bellingham, Washington 98226
Y4 LLC Ellensburg, WA 2705 Triple L Loop, Ellensburg, Washington 98926
Southridge Hospitality LLC Kennewick at Southridge, WA 3715 Plaza Way, Kennewick, Washington 99338
Double Check HIE LLC Pullman, WA 1190 SE Bishop Blvd, Pullman, Washington 99163
Oakwood Inns L.L.C. Richland/Tri-Cities, WA 486 Bradley Boulevard, Richland, Washington 99352

EXHIBIT A

Everett Hospitality Company LLC Seattle/Everett Downtown, WA 2931 West Marine View Drive, Everett, Washington 98201
West Valley Hospitality LLC Seattle/Southcenter, WA 7200 South 156th Street, Tukwila, Washington 98188
Airport Investment Company Inc. Seattle-Airport, WA 19445 International Boulevard, Seattle, Washington 98188
Vandervert North L.L.C. Spokane, WA 2010 S. Assembly Road, Spokane, Washington 99224

WEST VIRGINIA

Pearl Hospitality LLC Beckley, WV 110 Harper Park Drive, Beckley, West Virginia 25801
Royal Hotels LLC Bridgeport/Clarksburg, WV 1515 Johnson Ave., Bridgeport, West Virginia 26330
Creative Hospitality LLC Charleston-Downtown, WV 1 Virginia Street West, Charleston, West Virginia 25302
Hospitality Ventures Limited Liability Company Charleston-Southridge, WV 1 Preferred Place, Charleston, West Virginia 25309
MAA Elkins Hospitality LLC Elkins, WV 480 Plantation Drive, Elkins, West Virginia 26241
Kar Kirpa Hospitality Corp Fairmont, WV 2121 Pleasant Valley Road, Fairmont, West Virginia 26554
Diamond Hospitality LLC Huntington University Area, WV 177 Kinetic Drive, Huntington, West Virginia 25701
Gateway Hospitality Barboursville LLC Huntington/Barboursville, WV 1 Cracker Barrel Drive, Barboursville, West Virginia 25504
Brier Properties LLC Lewisburg, WV 238 Coleman Drive, Lewisburg, West Virginia 24901
Aikens Corporation Martinsburg South-Inwood, WV 4758 Gerrardstown Road, Inwood, West Virginia 25428
Martinsburg Hotels LLC Martinsburg, WV 975 Foxcroft Avenue, Martinsburg, West Virginia 25401
Double Star Hospitality Morgantown LLC Morgantown, WV 1053 Van Voorhis Road, Morgantown, West Virginia 26505
Gateway Hospitality MWH LLC Parkersburg-Mineral Wells, WV 64 Elizabeth Pike, Mineral Wells, West Virginia 26150
Princeton Hospitality LLC Princeton, WV 277 Meadowfield Lane, Princeton, West Virginia 24740
Brier Properties LLC Summersville, WV 5400 Webster Road, Summersville, West Virginia 26651
SRI KRISHNA LLC Weston, WV 76 Hospitality Way, Weston, West Virginia 26452
Motel Property Development Corporation Wheeling, WV 795 National Road, Wheeling, West Virginia 26003
Gateway Hospitality Hurricane LLC Winfield/Teays Valley, WV 511 State Route 34, Hurricane, West Virginia 25526

WISCONSIN

WRLP Appleton LLC Appleton-Fox River Mall Area, WI 350 Fox River Drive, Appleton, Wisconsin 54913
Fund 01235 L.L.C. Beloit, WI 2700 Cranston Road, Beloit, Wisconsin 53511
SNK Hospitality LLC Burlington, WI 400 N. Dodge Street, Burlington, Wisconsin 53105
Badger State Lodging Group LLC Eau Claire, WI 2622 Craig Road, Eau Claire, Wisconsin 54701
Shri Balaji LLC Elkhorn Lake Geneva Area, WI 40 West Hidden Trail, Elkhorn, Wisconsin 53121
RATI HOSPITALITY LLC Fond du Lac, WI 77 N. Pioneer Road, Fond du Lac, Wisconsin 54935
ANR Outlot LLC Glendale Milwaukee, WI 7065 North Port Washington Rd, Glendale, Wisconsin 53217
PHVIF Green Bay LLC Green Bay Downtown, WI 201 Main Street, Green Bay, Wisconsin 54301
Beechwood Stadium View Hotel LLC Green Bay Stadium, WI 830 Morris Avenue, Green Bay, Wisconsin 54304

EXHIBIT A

Grand Valley Hospitality LLC Janesville, WI 2400 Fulton Street, Janesville, Wisconsin 53546
Growth Hospitality LLC Lacrosse/Onalaska, WI 308 Hampton Court, Onalaska, Wisconsin 54650
Hays Madison Hotel Partners LLC Madison-East Towne Mall Area, WI 4820 Hayes Rd., Madison, Wisconsin 53704
ANR Manitowoc Hotel LLC Manitowoc, WI 2577 S 44th Street, Manitowoc, Wisconsin 54220
WRLP Brookfield LLC Milwaukee/Brookfield, WI 575 North Barker Road, Brookfield, Wisconsin 53045
Harmony Hotel LLC Milwaukee-Airport, WI 1200 West College Avenue, Milwaukee, Wisconsin 53221
Almond Hospitality LLC Milwaukee-Northwest, WI 5601 N. Lover's Lane Rd., Milwaukee, Wisconsin 0
Village Park Hospitality L.L.C. Plover/Stevens Point, WI 3090 Village Park Drive, Plover, Wisconsin 54467
OBOS SHI LLC Superior Duluth, WI 66 E 2nd St, Superior, Wisconsin 54880
R M Stump Investments LLC Tomah, WI 219 Buan Street, Tomah, Wisconsin 54660
Wausau Hospitality LLC Wausau, WI 615 S. 24th Avenue, Wausau, Wisconsin 54401

WYOMING
SIVM Motel Inc. Evanston, WY 101 Wasatch Road, Evanston, Wyoming 82930
Jackson Hotel LLC Jackson Hole, WY 350 S. Hwy. 89, Jackson, Wyoming 83002
Snowy Range Hotel Company. LLC Laramie, WY 3715 East Grand Avenue, Laramie, Wyoming 82070
Safari Hotel Rawlins2021 LLC Rawlins, WY 406 Airport Road, Rawlins, Wyoming 82301
Safari Timberline Hotels LLC Rock Springs, WY 1901 Dewar Drive, Rock Springs, Wyoming 82901
Prime Lodging Inc. Sheridan, WY 980 Sibley Circle, Sheridan, Wyoming 82801

US Virgin Islands
HAVEN DEVELOPMENT LLC St. Thomas, US Virgin Islands Havensight Mall Parcel 2, St. Thomas, US Virgin Islands

Signed but not yet Open

ALABAMA
AUM Alabaster LLC Alabaster Birmingham, AL 995 Balmoral Drive, Alabaster, Alabama 35007

ARIZONA
Southwest Hospitality Management LLC Casa Grande, AZ NEQ of Mission Pkwy and Florence Bl, Casa Grande, Arizona 85194
Greens San Luis LLC San Luis, AZ SEQ of Cesar Chavez Blvd and 6th Av, San Luis, Arizona 85349
Holdings of Junaid Chaudhry Scottsdale North, AZ SEQ of N Pima Rd and E Trailside Vi, Scottsdale, Arizona 85260

ARKANSAS
Holdings of Yogesh C Shah West Memphis, AR SWQ of I-40 and N 7th St, West Memphis, Arkansas 72301

EXHIBIT A

CALIFORNIA

Holdings of Jignesh Patel American Canyon Napa Valley, CA 3439 Broadway St, American Canyon, California 94503
Holdings of Maninderjit Bath Anderson, CA NEQ of North St and Cascade Wonderl, Anderson, California 96003
Verdant Bishop LLC Bishop, CA NWQ of Mac Iver St and Spruce St, Bishop, California 93514
Greens Chandler LLC Brawley, CA 1562 E Main Street, Brawley, California 92227
Dixon Hospitality LLC Dixon, CA 1 Dorset Ct., Dixon, California 95620
Mayur N LLC El Cerrito, CA 11615-11645 San Pablo Ave, El Cerrito, California 94530
Galt Ranch LLC Galt, CA NEQ of Hwy 99 and A St, Galt, California 95632
Grass Valley Hospitality LLC Grass Valley, CA NWQ of East Main St and W Olympia D, Grass Valley, California 95945
Greens Ontario LLC Hampton Inn by Hilton Ontario Airport 535 N. TURNER AVENUE, Ontario, California 91761
LJAM INVESTMENTS LLC Hanford, CA SEQ of 12th Ave and Highway 198, Hanford, California 93230
Lawndale AH LLC Lawndale Los Angeles, CA 15239 Hawthorne Blvd., Lawndale, California 90260
Venice Hope Group LLC Los Angeles Convention Center, CA 426 West Venice Boulevard, Los Angeles, California 90015
BPR Properties Mountain View LLC Mountain View Palo Alto, CA 2300 El Camino Real, Mountain View, California 94040
Holdings of Tulsee J. Nathu and Payal Nathu Oakland Emeryville, CA NWQ of I-580 and Mandela Pkwy, Oakland, California 94608
The Inns at Buena Vista Creek LP Oceanside, CA SWQ S.R. 78 Jefferson Way, Oceanside, California 92054
690 Veterans LLC Redwood City, CA 690 Veterans Blvd, Redwood City, California 94063
Insignia Hospitality Group Inc. Roseville, CA 251 Conference Center Drive, Roseville, California 95678
I Street Property LLC Sacramento Downtown, CA 1701 K Street, Sacramento, California 95814
SJOZB1 LLC San Jacinto, CA 690 N State St, San Jacinto, California 92582
Cupertino De Anza Hospitality LLC San Jose-Cupertino, CA 1090 S De Anza Blvd, San Jose, California 95129
Dhillon Goyal Hotel Group LLC San Ramon, CA 2231 Omega Rd, San Ramon, California 94583
Ton San Simeon LLC San Simeon Cambria, CA 9070 Castillo Dr, San Simeon, California 93452
TROPHY HOSPITALITY INC. Tehachapi, CA 1101 Capital Hills Parkway, Tehachapi, California 93561
Holdings of Rup Nagala Victorville, CA SEQ of Nisqualli Rd and Interstate, Victorville, California 92392
Jayhina Hospitality Inc. Willows, CA 249 N Humboldt Ave, Willows, California 95988

COLORADO

Grand Conjunction LLC Grand Junction, CO 743 Horizon Drive, Grand Junction, Colorado 81560
Holdings of Bhavin K. Amin Steamboat Springs, CO 3600 S. Lincoln Ave, Steamboat Springs, Colorado 80487
Future Legends 4 LLC Windsor Future Legends Stadium, CO 801 Diamond Valley, Windsor, Colorado 80550

CONNECTICUT

JK Partners LLC Branford New Haven, CT 470 East Main Street, Branford, Connecticut 6405
Ridgefield Motor Inn Inc. Ridgefield, CT 296 Ethan Allen Hwy, Ridgefield, Connecticut 6877

EXHIBIT A

JAYSON HOSPITALITY LLC Torrington, CT 93 Main Street, Torrington, Connecticut 6790

FLORIDA

BPS Partners LLC Callaway, FL East Side Tyndall Pkwy N, Callaway, Florida 32404
ENTERPRISE 19 GROUP LLC Clearwater Central US 19, FL 26145 US Highway 19 N, Clearwater, Florida 33761
Holdings of Gaurangkumar Patel DeFuniak Springs, FL SEQ of US-331 S and I-10, Defuniak Springs, Florida 32433
Vision Fort Myers LLC Fort Myers I-75 Gulf Coast, FL 10066 Gulf Center Drive, Fort Myers, Florida 33913
Holdings of Jitendra Patel Fort Walton Beach Eglin Air Force Base, FL 730 Eglin Pkwy, Fort Walton Beach, Florida 32547
Holdings of Sameet A. Patel Ft. Lauderdale Airport North Dixie Hwy, FL 1851 S. Federal Hwy, Fort Lauderdale, Florida 33316
Hollywood Downtown Hotel LLC Hollywood I-95 Hollywood Blvd, FL 2638 Polk Street, Hollywood, Florida 33020
MLD 6 LLC Homosassa, FL 8553 S. Suncoast Blvd., Homosassa, Florida 34446
Holdings of Mike A. Desai Largo Indian Rocks Beach, FL 14550 Walshingham Rd, Largo, Florida 33774
Innvest Airport, LLC Pensacola Airport, FL 5061 N 12th Ave, Pensacola, Florida 32504
Omega Hospitality of Pensacola Beach LLC Pensacola Beach, FL 20 Via De Luna, Pensacola Beach, Florida 32561
Wynne Building Corporation Sebastian, FL 11360 Indian River Drive, Sebastian, Florida 32958
ZA HOLDINGS OF FLORIDA LLC Sebring, FL 4340 US HIGHWAY 27 N, Sebring, Florida 33870
Bhavani Ventures LLC Yulee, FL 75966 and 75948 Mentoria Road, Yulee, Florida 32097

GEORGIA

Vector Hospitality Inc. Kennesaw Atlanta Town Center, GA 2518 Cobb Place Lane NW, Kennesaw, Georgia 30144
Paramount Ashley Park LLC Newnan Atlanta, GA SWQ of Ashley Park and Newnan, Newnan, Georgia 30256
Bran Hospitality Perry LLC Perry, GA 102 Hampton Court, Perry, Georgia 31069
Pooler Dual Hotel 2 LLC Pooler Savannah, GA NEQ of I-20 and Pooler Parkway, Pooler, Georgia 31322
Zebulon Hospitality LLC Zebulon, GA Adjacent to 200 Plaza Drive, Zebulon, Georgia 30295

HAWAII

DPC Development LLC Honolulu Downtown, HI NEQ of Bishop St and Queen St, Honolulu, Hawaii 96813
12th and A Hotel Partners L.P. Kailua-Kona Bay, HI 75-5739 Ali'i Drive, Kailua-Kona, Hawaii 96740

IDAHO

Saddle Avenue Hotel Operations, LLC Caldwell, ID SWQ of Muller Dr and Saddle Ave, Caldwell, Idaho 83605
51 Cobblestone LLC 51 Cobblestone FZ LLC 51 Cobblestone GM LLC 51 Cobblestone JZB LLC 51 Cobblestone ZBAR LLC and 51 Cobblestone ZP L, Hailey Sun Valley Idaho, ID 51 Cobblestone Lane, Hailey, Idaho 83333
Gartner Investments LLC Jerome, ID SWQ of E 3500 S & Golf Course Rd, Jerome, Idaho 83338
Holdings of Hiren Chico Patel Post Falls, ID SWQ of W. Pointe Pkwy & N Beck Rd, Post Falls, Idaho 83854

EXHIBIT A

ILLINOIS
R Chandat LLC Crystal Lake, IL SEQ of Congress Pkwy & Commonwealth, Crystal Lake, Illinois 60014
Illinois River Hospitality LLC East Peoria, IL 220 Conference Center Drive, East Peoria, Illinois 61611
Holdings of Jagdish Barot Elgin, IL SWQ of I-90 and Randell Road, Elgin, Illinois 60124
Holdings of Amit C. Shah Loves Park Rockford, IL 4180 N Bell School Road, Loves Park, Illinois 61111
Oasis Outdoors LLC Oasis Hospitality Marion, IL SEQ of Williamson County Pkwy & Sio, Marion, Illinois
Srinivasa Hospitality LLC New Lenox Chicago, IL SWQ of Rt-6 7 I-355, New Lenox, Illinois 60451
Pullman Hotel Group LLC Pullman Chicago South, IL NWQ of E 111th St & S Doty Ave, Chicago, Illinois 60643

INDIANA
JSK Development Inc. Plymouth, IN SEQ of US Route 30 and Pioneer Dr, Plymouth, Indiana 46563
GCM Real Estate Assets I LLC Tell City, IN SEQ of Franklin St & 7th St, Tell City, Indiana 47586

KANSAS
GB Hotel Group LLC Great Bend, KS 3017 10th St, Great Bend, Kansas 67530
Midtown Land Company LLC Manhattan, KS 1200 Laramie Street, Manhattan, Kansas 66502
KENTUCKY
Campbellsville Hospitality II LLC Campbellsville, KY 435 N Bypass Rd., Campbellsville, Kentucky 42718
HBS Hotel 1 LLC Elizabethtown, KY 2925 Dolphin Drive, Elizabethtown, Kentucky 42701
Holdings of Ashwani Sarvaria Franklin, KY NWQ of I-65 and Hwy 31 W, Exit 2, Franklin, Kentucky 42134

LOUISIANA
Blue Rose Investments LLC Kenner New Orleans Airport, LA NWQ of Ring Rd and 32nd St, Kenner, Louisiana 70065
RNS LaFayette L.L.C. Lafayette Scott, LA SEQ of I-10 and West Willow Street, Scott, Louisiana 70583

MAINE
JHM Portland LLC Portland Thompson's Point, ME 1230 Congress Street, Portland, Maine 4102

MARYLAND
5400 Holiday Hospitality LLC Frederick, MD 5400 Holiday Drive, Frederick, Maryland 21703

MASSACHUSETTS
Shiv Shambhu LLC West Springfield, MA 1506 Riverdale Street, West Springfield, Massachusetts 1089
Washington Square Hotel LLC Worcester, MA 36 Washington Square, Worcester, Massachusetts 1604

EXHIBIT A

MICHIGAN
Chelsea Hospitality Group LLC Chelsea, MI 1645 Commerce Park Dr, Chelsea, Michigan 48118
Terrace Bay Hotel LLC Escanaba, MI NEW of Lundington St. and N. 3rd St, Escanaba, Michigan 49829
Spartan Hospitality LLC Grand Haven, MI NEQ of Adams St & Miller Dr, Grand Haven, Michigan 49417
Horizon Shirley LLC Jackson, MI NEQ of Shirley Dr & Red Arrow Hwy, Jackson, Michigan 49202

MISSISSIPPI
Shree Kabir Hospitality LLC Gulfport Beach Boulevard, MS 400 Beach Blvd, Gulfport, Mississippi 39507
Fondren Lodging Development LLC Jackson Fondren Medical District, MS Intersection of N. State St, Jackson, Mississippi 39216

MISSOURI
Holdings of Avanit Vanmali Kansas City Airport South, MO SEQ of NW BARRY RD & N STODDARD AVE, Kansas City, Missouri 64151
Stadium Hotel LLC Kansas City Stadium, MO 3830 Blue Ridge Cutoff, Kansas City, Missouri 64133
Holdings of Anand Patel St. Louis O'Fallon I 64, MO SWQ of Technology Dr & Hwy K, O'Fallon, Missouri 63368
Holdings of Hitesh Sheevam Sunset Hills St. Louis, MO 3660 S. Lindberg Blvd., St. Louis, Missouri 63127
SAMP HOSPITALITY LLC Warrenton I-70, MO 275 W Veterans Memorial Parkway, Warrenton, Missouri 63383

MONTANA
K3 Missoula LLC Missoula, MT 3125 Expo Pkwy, Missoula, Montana 59808
West Yellowstone Lodging LLC West Yellowstone, MT Gibbons Ave NEQ of Targhee Pass, West Yellowstone, Montana 59758

NEBRASKA
Teta Hospitality Inc Grand Island Medical Center, NE 3441 Innate Lane, Grand Island, Nebraska 68803

NEVADA
Terzetto LLC Ely, NV SWQ of Great Basin Blvd and Ave N, Ely, Nevada 89301
FALLON HOTELS LLC Fallon, NV 82 Juanita Court, Fallon, Nevada 89406
Durango H14 LLC Las Vegas Northwest, NV NE Quadrant of N Oso Blanca Rd & N, Las Vegas, Nevada 89149
P J Land Holding LLC Winnemucca, NV 930 W Winnemucca Blvd, Winnemucca, Nevada 89445

NEW JERSEY
Cape May Hospitality LLC Cape May Court House, NJ 414 Garden State Parkway, Cape May Court House, New Jersey 2810
Chosen Hotels LLC Jersey City, NJ 3085 Kennedy Blvd., Jersey City, New Jersey 7306
Holdings of Ketan Mehta Lakewood, NJ 1367 Highway 70, Lakewood, New Jersey 8701
C. Seaside Heights Hospitality LLC Toms River, NJ 3226 Route 37 East, Toms River, New Jersey 8753

EXHIBIT A

NEW MEXICO
Dreamcatcher Sawmill LLC Albuquerque Old Town, NM 1010 18th St NW, Albuquerque, New Mexico 87104
Shivya LLC Bernalillo, NM NEQ of Bell Lane and Spartan Alley, Bernalillo, New Mexico 87004
Insignia Hospitality Group Inc. Hobbs, NM SWQ of Joe Harvey Blvd and N Grimes, Hobbs, New Mexico 79707

NEW YORK
Catskill Lodging LLC Catskill, NY 704 Rt. 23B, Catskill, New York 12414
LIC Investors I LP Long Island City New York, NY 38-04 11th Street, Long Island City, New York 11101
Syracuse Park Lodging LLC Syracuse Downtown, NY 713 E. Genesee Street, Syracuse, New York 13210

NORTH CAROLINA
Vaishno Devi Investments LLC Albemarle, NC 500 HWY 24 27 Bypass, Albemarle, North Carolina 28001
PHG Alston LLC Cary Raleigh Alston Town Center, NC 4050 Saint Martin Street, Cary, North Carolina 27519
SURYA HOTEL LLC Flat Rock Hendersonville, NC NEQ of Upward Rd. and I-26, Flat Rock, North Carolina 28731
Classic Vista Hospitality LLC Laurinburg, NC 200 Plaza Road, Laurinburg, North Carolina 28352
Holdings of Vivek Patel Sylva, NC 657 Haywood Rd., Sylva, North Carolina 28779
Seva Investments LLC Waynesville, NC 131 Shiloh Trail, Waynesville, North Carolina 28786

OHIO
Holdings of Amita Rama Austinburg Ashtabula, OH SWQ of Gh Dr & Center Rd, Austinburg, Ohio 44010
Holdings of Ajay D. Patel Beavercreek Dayton, OH Southeast Quadrant of Kemp Road & North Fairfield Road, Beavercreek, Ohio 45431
AP Hotel Hospitality LLC Cleveland Avon, OH NEQ of I-90 and Nagel Road, Avon, Ohio 44011
Bucyrus Lodging Inc Piqua, OH NWQ of US 36 & I-75, Piqua, Ohio 45356
Holdings of Joseph Motta Richfield, OH SWQ of Wheatley Rd & I-77, Richfield, Ohio 44286
North Coast Inn VI LLC Sandusky Downtown, OH SWQ of Taylor Rd Milan Rd, Sandusky, Ohio 44870
Rama Tika Management LLC Wadsworth, OH 240 Park Center Drive, Wadsworth, Ohio 44281

OREGON
Hermiston Lodging LLC Hermiston, OR 1640 N. 1st St., Hermiston, Oregon 97838
Greens Chandler LLC Klamath Falls, OR 2500 Almond St, Klamath Falls, Oregon 92618
RADHAJI LLC The Dalles, OR 2727 W 7th Street, The Dalles, Oregon 97058

PENNSYLVANIA
The Wankawala Organization L.L.C. Carlisle, PA 1825 Harrisburg Pike, Carlisle, Pennsylvania 17015
Chip Factory Hotel LLC Columbia Downtown, PA 12 N. Second Street, Columbia, Pennsylvania 17512

EXHIBIT A

Skyworth Hospitality LLC Hamburg, PA 70 Subsite A Wilderness Trail, Hamburg, Pennsylvania 19526
Hanuman3 Inc. Manheim, PA NE Quadrant of PA Turnpike-76 and, Manheim, Pennsylvania 17545
SSN Philly Airport LLC Philadelphia International Airport, PA 8600 Bartram Avenue, Philadelphia, Pennsylvania 19153
KN Penn LLC Pittsburgh-Children's Hospital Area, PA 4520 Penn Avenue, Pittsburgh, Pennsylvania 15238

SOUTH CAROLINA
Sycamore Aiken LLC Aiken, SC 2189 Oak Grove Road, Aiken, South Carolina 29803
OAKLEAF HOSPITALITY, LLC Lancaster, SC SEQ of Lancaster Bypass E, Lancaster, South Carolina 29720

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

TENNESSEE
Holdings of Rajendrabhai B. Bhakta Antioch Nashville Southeast, TN 3031 Century Farms Circle, Antioch, Tennessee 37013
Seven Islands Hospitality Corporation Harriman, TN Tanner Way, Harriman, Tennessee 37748
Hunt Services Inc. Henderson, TN Hwy 45 South & West Main Street, Henderson, Tennessee 38340
GHD Hospitality LLC Lawrenceburg, TN 200 Hampton Way, Lawrenceburg, Tennessee 38464
Liberty Park Hotel LLC Memphis Midtown, TN Early Maxwell Boulevard and, Memphis, Tennessee 38104
Vision Hospitality Group Inc. Monteagle, TN SEQ of I-24 and W Main Street, Monteagle, Tennessee 37356
Sachchianand H Gulch LLC Nashville Downtown The Gulch, TN 602 9th Avenue South, Nashville, Tennessee 37203
PBS 611 LLC Nashville East Bank, TN 611 Cowan St, Nashville, Tennessee 37207
Ten Star LLC Shelbyville, TN Intersection SWQ of North Main St. and, Shelbyville, Tennessee 37160

TEXAS
J Idol Hotels LLC Addison Dallas, TX 4960 Arapaho Rd, Addison, Texas 75001
Select Hospitality LLC Baytown, TX NEQ of I-10 & Garth Road, Baytown, Texas 77521
Holdings of Mayur R. Patel Beaumont Downtown, TX 625 Orleans St, Beaumont, Texas 77701
LOWEN TRINITY MILLS LP Carrollton, TX NWQ of E Trinity Mills Rd and McCoy, Carrollton, Texas 75007
Holdings of Jay Sinojia Castroville, TX NEQ of Hwy 90 and Country Ln, Castroville, Texas 78009
Holdings of Arjun Demla College Station University, TX SWQ of Texas Ave S and University D, College Station, Texas 77840
Fuego Financial LLC Corpus Christi Packery Channel, TX NWQ of S Padre Island Dr and Packer, Corpus Christi, Texas 78418
Vision Hospitality Group Inc. Dallas Uptown, TX 3521 Oak Grove Ave, Dallas, Texas 75204
Grapevine Investor Group LLC Grapevine DFW Airport Northwest, TX SWQ of Hwy 114 and Hwy 121, Grapevine, Texas 76051
MYRISH Hospitality Kaufman, TX SWQ of Kings Fort Pkwy and TX-34, Kaufman, Texas 75142
UH Land Inc. Lockhart, TX 115 E MLK Jr. Industrial Blvd, Lockhart, Texas 78644

EXHIBIT A

Holdings of Luke Thompson Marble Falls, TX SWQ of La Ventana Dr and Hwy 281, Marble Falls, Texas 78654
Holdings of Darpan Bhakta Odessa South I-20, TX SWA of I-20 and Hwy 385, Odessa, Texas 79766
Holdings of MAHESH R. PATEL Wharton, TX 2019 FM 102 Rd, Wharton, Texas 77488

UTAH
Saratoga Springs Hospitality LLC Saratoga Springs, UT SWQ of Market St & N Redwood Rd, Saratoga Springs, Utah 84045
WTN Investments LLC Washington Gateway I 15, UT NWQ of Washington Pkwy & I-15 Exit 13, Washington, Utah 84780

VIRGINIA
PT Hotel LLC Charlottesville Pantops, VA 1600-1628 State Farm Blvd., Charlottesville, Virginia 22911
ISP Tysons McLean Tysons Central, VA 8346 Leesburg Pike, Vienna, Virginia 22182
JM Hotels LLC Springfield, VA 6550 Loisdale Road, Springfield, Virginia 22150
Blueridge Venture LLC Stephens City Winchester South, VA SE Quadrant of I-81 & Hwy 277 (next, Stephens City, Virginia 22655

WASHINGTON
Moses Lake Lodging LLC Moses Lake, WA NE Quadrant of Yonezawa Blvd and Rd, Moses Lake, Washington
Olympia Hospitality LLC Olympia, WA 621 Capitol Way S, Olympia, Washington 98501

WEST VIRGINIA
Brier Properties LLC Fayetteville, WV SEQ of Fayette Town Center and, Fayetteville, West Virginia 25840
HKTV REAL ESTATE, LLC Ripley, WV NEQ of Memorial Drive and, Ripley, West Virginia 25271

WISCONSIN
Holdings of Himanshu Patel Deforest, WI NEQ of Co Rd V & Gene St, Deforest, Wisconsin 53532
Laxmi Holdings LLC Woodruff Minocqua, WI NWQ of State Road 70 & Northridge W, Woodruff, Wisconsin 54568

WYOMING
KAJ Management Inc. Gillette, WY SWQ of E Boxelder Rd & Butler-Spaet, Gillette, Wyoming 82718

HH DEVELOPMENT LLC, San Juan Hato Rey, Puerto Rico, 310 Ave Munoz Rivera Esquina Roosevelt, San Juan, Puerto Rico 00918
PG Parcel C Owner LLC, San Juan City Center, Puerto Rico, Parcel F of the Puerto Rico Convention Center District, San Juan, Puerto Rico 00907Fleming Hotel LLC, Ponce, Puerto Rico, Tito Castro Avenue Km. 3.7, Ponce, Puerto Rico 00716

EXHIBIT A

HAMPTON INN & SUITES

OPEN

ALABAMA

SVC Waramaug I65 LLC Athens/I-65, AL 1222 Kelli Drive, Athens, Alabama 35613
Soham Group III LLC Bessemer Birmingham, AL 5526 Academy Avenue, Bessemer, Alabama 35022
Imani Genesis Hotel LLC Birmingham East Irondale, AL 950 Old Grants Mill Road, Birmingham, Alabama 35210
Birmingham Hospitality LLC Birmingham/280 East-Eagle Point, AL 6220 Farley Court, Birmingham, Alabama 35242
AUM Properties L.L.C. Birmingham/Pelham, AL 232 Cahaba Valley Road, Pelham, Alabama 35124
Shree Shiva Hospitality LLC Birmingham-Downtown-Tutwiler, AL 2021 Park Place, Birmingham, Alabama 35203
AUM Hoover LLC Birmingham-Hoover-Galleria, AL 4520 Galleria Boulevard, Hoover, Alabama 35244
Decatur Hotel Investments LLC Decatur, AL 1205 Courtyard Circle, Decatur, Alabama 35603
Dothan Hotel Investment Group LLC Dothan, AL 4684 Montgomery Highway, Dothan, Alabama 36303
Windwood Florence LLC Florence-Downtown, AL 505 South Court Street, Florence, Alabama 35630
Stafford Fultondale LLC Fultondale Birmingham I 65, AL 1717 Fulton Road, Fultondale, Alabama 35068
Vision Huntsville LLC Huntsville Downtown, AL 313 Clinton Avenue W, Huntsville, Alabama 35801
Blue Mountain Hospitality LLC Huntsville Hampton Cove, AL 6205 Hwy 431 South, Huntsville, Alabama 35763
Apple Ten Alabama Services LLC Huntsville/Research Park Area, AL 7010 Cabela Drive, Huntsville, Alabama 35806
Raj Sumati Hotel LLC Lanett - West Point, AL 4210 Phillips Road, Lanett, Alabama 36863
Apple Ten Hospitality Management Inc. Mobile I-65 @ Airport Blvd., AL 1028 West I-65 Service Road South, Mobile, Alabama 36609
Windwood Mobile LLC Mobile/Downtown-Historic District, AL 62 South Royal Street, Mobile, Alabama 36602
Holdings of Darryl G. Lapointe Mobile-Providence Park/Airport, AL 525 Providence Park Drive East, Mobile, Alabama 36695
P T Hospitality L.L.C. Montgomery-Downtown, AL 100 Commerce Street, Montgomery, Alabama 36104
HDC 7651 Eastchase Parkway LLC Montgomery-EastChase, AL 7651 EastChase Parkway, Montgomery, Alabama 36117
AH Capps LLC Opelika-I-85-Auburn Area, AL 3000 Capps Way, Opelika, Alabama 36804
Balmaquien Hospitality LLC Orange Beach/Gulf Front, AL 25518 Perdido Beach Blvd, Orange Beach, Alabama 36561
Zenith Asset Company LLC Oxford/Anniston, AL 210 Colonial Drive, Oxford, Alabama 36203
RAM Hospitality LLC Phenix City (Columbus Area), AL 620 Martin Luther King Jr. Parkway, Phenix City, Alabama 36869
Prattville Hotel Owner LLC Prattville, AL 2590 Cobbs Ford Road, Prattville, Alabama 36066
SARALAND H3 HOTEL LLC Saraland Mobile, AL 80 Shell Street, Saraland, Alabama 36571
Shani Sai Scottsboro LLC Scottsboro, AL 24747 John T. Reid Parkway, Scottsboro, Alabama 35768

EXHIBIT A

ALASKA

K2 Fairbanks LLC Fairbanks, AK 433 Harold Bentley Avenue, Fairbanks, Alaska 99701

ARIZONA

CW Hotel Partners LLC Cottonwood, AZ 650 West Mingus Avenue, Cottonwood, Arizona 86326
Mountain View Hotel LLC Flagstaff East, AZ 990 N Country Club Dr, Flagstaff, Arizona 86004
FFH Investments L.L.C. Flagstaff-West/NAU, AZ 2400 S. Beulah Blvd., Flagstaff, Arizona 86001
Mohave Hospitality LLC Kingman, AZ 1791 Sycamore Avenue, Kingman, Arizona 86409
Lake Powell Hotel LLC Page - Lake Powell, AZ 294 Sandhill Road, Page, Arizona 86040
OCI Chandler of Delaware I LLC Phoenix Chandler-Fashion Center, AZ 1231 South Spectrum Boulevard, Chandler, Arizona 85286
Apple Nine Hospitality Management Inc. Phoenix Downtown, AZ 77 E Polk St, Phoenix, Arizona 85004
Milan Enterprise Holdings LLC Phoenix East Mesa, AZ 1825 N. Higley Road, Gilbert, Arizona 85234
Glendale Westgate Lodging Investors LLC Phoenix Glendale/Westgate, AZ 6630 North 95th Avenue, Glendale, Arizona 85305
Apple Ten Hospitality Management Inc. Phoenix North/Happy Valley, AZ 2550 West Charlotte Drive, Phoenix, Arizona 85085
Zenith Asset Company LLC Phoenix Scottsdale Shea Blvd, AZ 10101 North Scottsdale Road, Scottsdale, Arizona 85253
G.S. Gasoline Inc. and Superior Gasoline LLC Phoenix Tempe, AZ 1415 N. Scottsdale Road, Tempe, Arizona 85288
Paramount Investor Group L.L.C. Phoenix/Gilbert, AZ 3265 South Market Street, Gilbert, Arizona 85297
Zenith Asset Company LLC Phoenix/Scottsdale, AZ 16620 North Scottsdale Road, Scottsdale, Arizona 85254
2000 North Litchfield Road LLC Phoenix-Goodyear, AZ 2000 N. Litchfield Road, Goodyear, Arizona 85395
Lonesome Valley Hospitality LLC Prescott Valley, AZ 2901 North Glassford Hill Road, Prescott Valley, Arizona 86314
IBHG Holding LLC Scottsdale at Talking Stick, AZ 9550 E. Talking Stick Way, Scottsdale, Arizona 85256
WMH Enterprises LLC Show Low/Pinetop, AZ 1501 East Woolford Road, Show Low, Arizona 85901
Trivest Hotels LLC Surprise, AZ 14783 West Grand Avenue, Surprise, Arizona 85374
KuberRamdas Investments LLC Tempe/Phoenix Airport, AZ 1550 S. 52nd Street, Tempe, Arizona 85281
HSL Wilmot Hotel LLC Tucson East/Williams Center, AZ 251 South Wilmot Road, Tucson, Arizona 85711
HSL Marana Hotel Opportunity Fund LLC Tucson Marana, AZ 6300 W Marana Center Blvd, Tucson, Arizona 85742
HSL DV Hotel Opportunity Fund LLC Tucson Tech Park, AZ 9095 S Rita Rd, Tucson, Arizona 85747
HSL Oracle Road Hotel LLC Tucson-Mall, AZ 5950 North Oracle Road, Tucson, Arizona 85704
Yuma Lodging Investments LLC Yuma, AZ 1600 East 16th Street, Yuma, Arizona 85365

ARKANSAS

Conway Hospitality Group LLC Conway, AR 2400 Sanders Rd., Conway, Arkansas 72032
P C Hotels LLC Hope, AR 2700 N. Hervey Street, Hope, Arkansas 71801
LR ROOSEVELT HOTEL LLC Little Rock Airport, AR 4400 E Roosevelt Rd, Little Rock, Arkansas 72202
Crossroads East LLC Little Rock-Downtown, AR 320 River Market Avenue, Little Rock, Arkansas 72201

EXHIBIT A

HISLR 5 LLC Little Rock-West, AR 1301 South Shackleford Road, Little Rock, Arkansas 72211
Sharbha Enterprises LLC Lonoke, AR 240 Brownsville Loop, Lonoke, Arkansas 72086
Boerne Texas Investment Associates LLC Pine Bluff, AR 511 Mallard Loop, Pine Bluff, Arkansas 71603
Atrium TRS II L.P. Springdale, AR 1700 S. 48th Street, Springdale, Arkansas 72762

CALIFORNIA

West Coast Lodging Developers L.L.C. Agoura Hills, CA 30255 Agoura Road, Agoura Hills, California 91301
Harbor Suites LLC Anaheim Garden Grove, CA 11747 Harbor Blvd., Garden Grove, California 92840
HI Anaheim LLC Anaheim, CA 100 W. Katella Avenue, Anaheim, California 92802
Knel Corporation Arcata, CA 4750 Valley West Blvd, Arcata, California 95521
1400 West Branch LLC Arroyo Grande/Pismo Beach Area, CA 1400 West Branch Street, Arroyo Grande, California 93420
Easton Hospitality LLC Bakersfield Central, CA 1401 Easton Drive, Bakersfield, California 93309
BAK Hospitality LLC Bakersfield North-Airport, CA 8818 Spectrum Park Way, Bakersfield, California 93308
2008 Cha Family Trust Bakersfield/Hwy 58, CA 7941 East Brundage Lane, Bakersfield, California 93307
Sagemont Banning LLC Banning/Beaumont, CA 6071 Joshua Palmer Way, Banning, California 92220
Global Resorts Inc. Barstow, CA 2710 Lenwood Road, Barstow, California 92311
Chandra Hospitality LLC Blythe, CA 2011 East Donlon Street, Blythe, California 92225
Ocean Park HotelsBLT LLC Buellton/Santa Ynez, CA 600 McMurray Road, Buellton, California 93427
A.B. Hospitality Inc. Buena Park, CA 7307 Artesia Blvd., Buena Park, California 90621
SUMMIT HOTEL TRS 111 LLC Camarillo, CA 50 W. Daily Drive, Camarillo, California 93010
HKCC HOSPITALITY LLC Cathedral City Palm Springs, CA 36101 Date Palm Dr., Cathedral City, California 92234
Kumar Hotels Inc. Chico, CA 1651 Springfield Drive, Chico, California 95928
JTJ Hospitality LLC Chino Hills, CA 3150 Chino Avenue, Chino Hills, California 91709
Parkside investments LLC Clovis - Airport North, CA 855 Gettysburg Avenue, Clovis, California 93612
Premier Hospitality LLC Corona, CA 3989 Bedford Canyon Road, Corona, California 92883
Fletcher Hotel LP El Cajon San Diego, CA 1025 N. Magnolia Avenue, El Cajon, California 92020
Folsom Lodging LLC Folsom, CA 155 Placerville Road, Folsom, California 95630
327 Fresno Lodging Inc Fresno, CA 327 E. Fir Avenue, Fresno, California 93720
Metro Hospitality Services Inc. Fresno-Northwest CA 7194 Kathryn Avenue, Fresno, California 93722
Blue Diamond Hospitality LLC CA Gilroy, CA 5975 Travel Park Circle, Gilroy, California 95020
H COAST LLC Hemet, CA 3700 West Florida Avenue, Hemet, California 92545
Hermosa Hotel Investment LLC Hermosa Beach, CA 1530 Pacific Coast Highway, Hermosa Beach, California 90254
Heritage Inn of Imperial Beach LLC Imperial Beach San Diego, CA 771 Palm Avenue, Imperial Beach, California 91932
CSP HOSPITALITY LLC Indio, CA 42261 Spectrum Street, Indio, California 92203
Tides Hospitality LLC Irvine-Orange County Airport, CA 2192 Dupont Drive, Irvine, California 92612

EXHIBIT A

Lancaster Ton LLC Lancaster, CA 2300 W. Double Play Way, Lancaster, California 93536
Louise Avenue Partners L.P. Lathrop, CA 103 East Louise Avenue, Lathrop, California 95330
El Segundo Hotels LLC LAX/El Segundo, CA 888 N. Pacific Coast Hwy, El Segundo, California 90245
Geweke VII L.P. Lodi, CA 1337 South Beckman Road, Lodi, California 95240
Vista Inn Glendale LLC Los Angeles/Glendale, CA 114 W. Colorado, Glendale, California 91204
Espy Management LLC Los Angeles/Hollywood 1133 Vine Street, Los Angeles, California 90038
LNN Sepulveda Inc. Los Angeles/Sherman Oaks, CA 5638 Sepulveda Blvd., Sherman Oaks, California 91411
Five Stars Hospitality LLC. CA Los Angeles-Burbank Airport, CA 7501 North Glenoaks Boulevard, Burbank, California 91504
Balaji Hotels Inc. Madera, CA 3254 Airport Dr, Madera, California 93637
Manteca Lodging LLC Manteca, CA 1461 Bass Pro Drive, Manteca, California 95336
Exdev Hotel 1 LLC Marina, CA 120 Reservation Rd, Marina, California 93933
PARIJAT MERCED LLC Merced, CA 225 South Parsons Avenue, Merced, California 95340
Leo Hotelier Group LLC Mission Viejo, CA 28682 Marguerite Pkwy, Mission Viejo, California 92692
Aleena Investment LLC Modesto/Salida, CA 4921 Sisk Road, Salida, California 95368
Southwest Hospitality LLC Moreno Valley, CA 12611 Memorial Way, Moreno Valley, California 92553
Krishna Mountain View Inc. Mountain View/Silicon Valley, CA 390 Moffett Blvd., Mountain View, California 0
HINB LLC Murrieta Temecula, CA 25140 Hancock Ave., Murrieta, California 92562
Palmetto Hospitality of Napa LLC Napa, CA 945 Hartle Court, Napa, California 94559
Balaji Alameda LLC Oakland Airport/Alameda, CA 1700 Harbor Bay Parkway, Alameda, California 94502
KTM Hospitality Group LLC Ontario Rancho Cucamonga, CA 11669 Foothill Blvd., Rancho Cucamonga, California 91730
IOW LLC Ontario, CA 4500 East Mills Circle, Ontario, California 91764
Merchant Valley Corporation Oroville, CA 2355 Feather River Blvd, Oroville, California 95965
Dutt Hospitality Group Inc. Palm Desert, CA 74900 Gerald Ford Drive, Palm Desert, California 92211
OCBW LLC Palmdale, CA 39428 Trade Center Drive, Palmdale, California 93551
PDOF Paso 212 LLC Paso Robles, CA 212 Alexa Court, Paso Robles, California 93446
Lotus Hotels Pittsburg Inc. Pittsburg, CA 1201 California Avenue, Pittsburg, California 94565
Heritage Inn of Porter Ranch LLC Porter Ranch Los Angeles, CA 20150 Rinaldi Street, Porter Ranch, California 91326
Kumar Hotels Inc. Red Bluff, CA 520 Adobe Road, Red Bluff, California 0
Larkspur Group LLC Redding, CA 2160 Larkspur Lane, Redding, California 96002
K Partners Ridgecrest III LP Ridgecrest, CA 104 East Sydnor Avenue, Ridgecrest, California 93555
Everest Hotel Inc. Riverside/Corona East, CA 4250 Riverwalk Parkway, Riverside, California 92505
BREIT Rex TRS LLC Rohnert Park - Sonoma County, CA 6248 Redwood Drive, Rohnert Park, California 94928
Jackson IV LLC Sacramento at CSUS, CA 1875 65th Street, Sacramento, California 95819
Dhillon Elko Grove LLC Sacramento/Elk Grove Laguna I-5, CA 2305 Longport Ct, Elk Grove, California 95758
ARS Hospitality Inc. Sacramento-Cal Expo, CA 2230 Auburn Blvd., Sacramento, California 95821

EXHIBIT A

Geweke Natomas 11 L.P. Sacramento-North Natomas, CA 3021 Advantage Way, Sacramento, California 95834
Salinas Hotel Investors LLC Salinas, CA 523 Work Street, Salinas, California 93901
H.I.S. of San Bernardino Opco L.L.C. San Bernardino, CA 895 East Hospitality Lane, San Bernardino, California 92408
Waverley One LLC San Clemente, CA 2481 S. El Camino Real, San Clemente, California 92672
NF IVVA SSCI LSH 1 OP CO LLC San Diego Liberty Station, CA 2211 Lee Court, San Diego, California 92101
Greenwood Holdings LLC San Diego SeaWorld, CA 3888 Greenwood St, San Diego, California 92110
SUMMIT HOTEL TRS 110 LLC San Diego/Poway, CA 14068 Stowe Drive, Poway, California 92064
GRM HISF LLC and Terrapin Burlingame Investments LLC San Francisco/BurlingameAirport South, CA 1755 Bayshore Highway, Burlingame, California 94010
KKS Hospitality Investment LLC San Jose Airport, CA 2088 North First Street, San Jose, California 95131
SLO Lodging LLC San Luis Obispo, CA 1530 Calle Joaquin, San Luis Obispo, California 93405
Founders Investment Corporation San Mateo, CA 2940 S. Norfolk Street, San Mateo, California 94403
Ishwar Realty LLC Santa Maria, CA 2190 Preisker Lane, Santa Maria, California 93458
Palmetto Hospitality of Santa Monica II LLC Santa Monica, CA 501 Colorado Avenue, Santa Monica, California 90401
Heritage Inn Of Santa Rosa LLC Santa Rosa Sonoma Wine Country, CA 3815 Airway Dr., Santa Rosa, California 95403
2401 Seal Beach LLC Seal Beach, CA 2401 Seal Beach Blvd, Seal Beach, California 90740
SLT Hospitality QOZB LLC South Lake Tahoe, CA 3838 Lake Tahoe Blvd, South Lake Tahoe, California 96150
Kumar Hotels Inc. Suisun City Waterfront, CA 2 Harbor Center, Suisun City, California 94585
Sunnyvale Hotel Properties LLC Sunnyvale Silicon Valley, CA 861 E. El Camino Real, Sunnyvale, California 94087
Cambridge Hospitality Inc. Temecula Valley Wine Country, CA 28190 Jefferson Avenue, Temecula, California 92590
Verdant Ontario Mills LLC Thousand Oaks, CA 510 North Ventu Park Road, Thousand Oaks, California 91320
Cherry Hospitality LLC Tulare, CA 1100 N. Cherry Street, Tulare, California 93274
Elite Hospitality Group LLC Watsonville, CA 75 Lee Road, Watsonville, California 95076
Nihal Hospitality LLC West Sacramento 800 Stillwater Road, West Sacramento, California 95605
Sonoma Wine Country Hotel LLC Windsor/Sonoma Wine Country, CA 8937 Brooks Road South, Windsor, California 95492
Guru Krupa LLC Woodland/Sacramento Area, CA 2060 Freeway Drive, Woodland, California 95776
GewekeYuba Properties L.P. Yuba City, CA 1375 Sunsweet Blvd, Yuba City, California 95991

COLORADO

Shri Vinayak Inc. Aurora South Denver, CO 2525 S. Anaheim St., Aurora, Colorado 80014
Boulder Hospitality LLC Boulder-North, CO 6333 Lookout Road, Boulder, Colorado 80301
Academy Hotel LLC Colorado Springs Air Force Academy/I-25 North, CO 1307 Republic Drive, Colorado Springs, Colorado 80921
Apple Ten Services Colorado Springs Inc. Colorado Springs/I-25 South, CO 2910 Geyser Dr., Colorado Springs, Colorado 80906
Ohm Hospitality Inc. Craig, CO 377 Cedar Court, Craig, Colorado 81625
NF IVI Denver CC Op Co LLC Denver Downtown Convention Center, CO 550 15th Street, Denver, Colorado 80202
BCORE Select Raven 1 TRS LLC Denver Tech Center, CO 5001 S. Ulster Street, Denver, Colorado 80237

EXHIBIT A

Gateway Lodging II LLC Denver/Airport-Gateway Park, CO 4310 Airport Way, Denver, Colorado 80239
Vibrant Hospitality LLC Denver/Highlands Ranch, CO 3095 W. County Line Road, Highlands Ranch, Colorado 80129
RLCIII Lone Tree LLC Denver/South-RidgeGate, CO 10030 Trainstation Circle, Lone Tree, Colorado 80124
VEER HOSPITALITY CHERRY CREEK LLC Denver-Cherry Creek, CO 4150 East Kentucky Ave., Glendale, Colorado 80246
Delta Denver LLC Denver-Downtown, CO 1845 Sherman Street, Denver, Colorado 80203
MNR L.L.C Denver-Littleton, CO 7611 Shaffer Parkway, Littleton, Colorado 80127
Luxury Inn Downtown LLC Denver-Speer Boulevard, CO 2728 Zuni Street, Denver, Colorado 80211
NexGen Renascent W 29th St. Holdings LLC Greeley, CO 2350 West 29th St, Greeley, Colorado 80631
JMK Management Inc. Lafayette Medical Center, CO 317 Exempla Circle, Lafayette, Colorado 80026
S2 Parker LLC Parker, CO 19010 East Cottonwood Drive, Parker, Colorado 80138
Holdings of Ashwin A. Amin Pueblo/North, CO 4790 Eagleridge Circle, Pueblo, Colorado 81008
MCRT3 Pueblo Tenant LLC Pueblo-Southgate, CO 3315 Gateway Drive, Pueblo, Colorado 81004
Rifle Hotels LLC Rifle, CO 715 Megan Avenue, Rifle, Colorado 81650
HS Salida LLC Salida, CO 785 US-50, Salida, Colorado 81201
Summit Hotel TRS 147 LLC Silverthorne, CO 177 Meraly Way, Silverthorne, Colorado 80498
BHGHS of Wheat Ridge LLC Wheat Ridge Denver, CO 4025 Clear Creek Drive, Wheat Ridge, Colorado 80401

CONNECTICUT
East Hartford Lodging Partners Inc. Hartford/East Hartford, CT 351 Pitkin Street, East Hartford, Connecticut 6108
Farmington Lodging LLC Hartford/Farmington, CT 301 Colt Highway, Farmington, Connecticut 6032
Manchester CT Hotel LLC Hartford-Manchester, CT 1432 Pleasant Valley Road, Manchester, Connecticut 6042
Olympia Equity Investors XX LLC Mystic, CT 6 Hendel Drive, Mystic, Connecticut 6355
MCR New Haven Tenant LLC New Haven-South/West Haven, CT 510 Saw Mill Road, West Haven, Connecticut 6516
KAD Hotels LLC Rocky Hill-Hartford South, CT 685 Cromwell Ave, Rocky Hill, Connecticut 6067
Greenwich Hospitality GroupLLC Stamford, CT 26 Mill River Street, Stamford, Connecticut 6902

DELAWARE
DLC Hotel I LLC Wilmington/Christiana, DE 1008 Old Churchmans Road, Newark, Delaware 19713

DISTRICT OF COLUMBIA
Capital Riverfront Hotel LLC Washington, D.C./Navy Yard Area 1265 First Street SE, Washington, District of Columbia 20003

FLORIDA
Alachua Highpoint LLC Alachua I-75, FL 15930 Northwest 163rd Lane, Alachua, Florida 32615
Amelia Harbor View LLC Amelia Island-Historic Harbor Front, FL 19 South 2nd Street, Fernandina Beach, Florida 32034

EXHIBIT A

HIT Portfolio I HIL TRS LLC Boynton Beach, FL 1475 West Gateway Boulevard, Boynton Beach, Florida 33426
NHT Bradenton TRS LLC Bradenton/Downtown Historic District, FL 309 10th Street West, Bradenton, Florida 34205
Apple Nine Florida Services Inc. Cape Canaveral Cruise Port, FL 9004 Astronaut Blvd, Cape Canaveral, Florida 32920
Kadakia Hospitality CC LLC Cape Coral-Fort Myers Area, FL 619 S.E. 47th Terrace, Cape Coral, Florida 33904
Danste Hospitality Group LLC Clearwater Beach, FL 635 South Gulfview Boulevard, Clearwater Beach, Florida 33767
MIF1 Clearwater HN LLC Clearwater/St. Petersburg Ulmerton Rd, FL 4050 Ulmerton Rd., Clearwater, Florida 33762
2200 East Highway 50 Clermont LLC Clermont, FL 2200 East Highway 50, Clermont, Florida 34711
EH27 LLC Coconut Creek, FL 5740 North State Road 7, Coconut Creek, Florida 33073
West Volusia Hospitality LLC DeLand, FL 20 Summit Oak Place, DeLand, Florida 32720
Key Destin Owner LLC Destin, FL 1625 Scenic Hwy 98 East, Destin, Florida 32541
MPC Hotels Inc. Fort Lauderdale/Miramar, FL 10990 Marks Way, Miramar, Florida 33025
AHP LP7 Ft Myers LLC Fort Myers Beach/Sanibel Gateway, FL 11281 Summerlin Square Drive, Fort Myers Beach, Florida 33931
102FTMYERS LLC Fort Myers-Colonial Blvd., FL 4350 Executive Circle, Fort Myers, Florida 33916
Vista Myrtle Beach Hotel LP Ft. Lauderdale Airport/South Cruise Port, FL 2500 Stirling Road, Hollywood, Florida 33020
Rahim Enterprises L.L.C. RANZ LLC and Ft. Lauderdale West -Sawgrass/Tamarac, FL 5701 Madison Avenue, Tamarac, Florida 33321
10611 ChevroletFort Myers LLC Ft. Myers/Estero, FL 10611 Chevrolet Way, Estero, Florida 33928
Holdings of Dilip Dan Patel Ft. Pierce, FL 1985 Reynolds Drive, Fort Pierce, Florida 34945
Key Gainesville LLC Gainesville-Downtown, FL 101 SE 1st Avenue, Gainesville, Florida 32601
Prime Hotel Group at Homestead LLC Homestead Miami South, FL 2855 N.E. 9th Street, Homestead, Florida 33033
Quality Oil Company LLC Jacksonville Deerwood Park, FL 4415 Southside Blvd., Jacksonville, Florida 32216
Aanya Hospitality Inc. Jacksonville/Orange Park, FL 141 Park Avenue, Orange Park, Florida 32073
Impact Properties X LLC Jacksonville/South-Bartram Park, FL 13950 Village Lake Circle, Jacksonville, Florida 32258
Elite Hospitality VI LLC Jacksonville-Airport, FL 13551 Airport Court, Jacksonville, Florida 32218
Beaches Hospitality LLC Jacksonville-Beach Blvd/Mayo Clinic Area, FL 13733 Beach Boulevard, Jacksonville, Florida 32224
NF V Lady Lake Op Co LLC Lady Lake/The Villages, FL 11727 NE 63rd Drive, Lady Lake, Florida 32162
Arihunt Hospitality Inc. Lake City, FL 450 SW Florida Gateway Drive, Lake City, Florida 32024
CDOR MCO Village LLC Lake Mary at Colonial Townpark, FL 850 Village Oak Lane, Lake Mary, Florida 32746
KKM Enterprises Inc. Lake Wales, FL 22900 Hwy 27, Lake Wales, Florida 33859
Columbia Hospitality Inc. MD Lakeland-South/Polk Parkway, FL 3630 Lakeside Village Blvd, Lakeland, Florida 33803
Shiv Largo Hotel LLC Largo, FL 100 East Bay Drive, Largo, Florida 33770
Macclenny Hospitality LLC MacClenny I-10, FL 5242 George Hodges Road, Macclenny, Florida 32063
Peacock Hotel LLC Mary Esther-Fort Walton Beach, FL 301 Hollywood Boulevard, Mary Esther, Florida 32569
Hotel Three LLC Miami Kendall, FL 14060 SW 138th Ave, Miami, Florida 33186
Odyssey PropCo VII LLC Miami Wynwood Design District, FL 3450 Biscayne Boulevard, Miami, Florida 33137
Brickell Hotel Group LLLP Miami/Brickell-Downtown, FL 50 SW 12th Street, Miami, Florida 33130

EXHIBIT A

Airport Hotel Group Ltd. Miami-Airport South-Blue Lagoon, FL 777 NW 57th Avenue, Miami, Florida 33126
Apple Nine Hospitality Management Inc. Miami-Doral/Dolphin Mall, FL 11600 NW 41st Street, Miami, Florida 33178
Sage Middleburg Hospitality LLC Middleburg, FL 1735 Jeremiah Street, Middleburg, Florida 32068
Naples Inn Suites LLC Naples South, FL 5146 Tamiami Trail East, Naples, Florida 34113
Navarre Hotel Holdings LLC Navarre, FL 7710 Navarre Parkway, Navarre, Florida 32566
North Port Hospitality LLC North Port, FL 5664 Tuscola Blvd, North Port, Florida 34287
JEGG LLC Ocala, FL 3601 SW 38th Avenue, Ocala, Florida 34474
Ocala Florida Investment Associates LLC Ocala/Belleview, FL 2075 SW Highway 484, Ocala, Florida 34473
MHG Orlando Gateway HN LP Orlando Airport @ Gateway Village, FL 5460 Gateway Village Circle, Orlando, Florida 32812
Sea Harbor Hospitality LLP Orlando at SeaWorld, FL 7003 Sea Harbor Drive, Orlando, Florida 32821
CJP Columbia Properties Hotel LLC Orlando Downtown South/Medical Center, FL 43 Columbia Street, Orlando, Florida 32806
Capital One Florida Hotel Group LLC Orlando/Apopka, FL 321 S. Lake Cortez Drive, Apopka, Florida 32703
PELTA UCF Opco LLC Orlando/East UCF Area, FL 3450 Quadrangle Boulevard, Orlando, Florida 32817
RAG Holdings International LLC Orlando-International Dr. No., FL 7448 North International Drive, Orlando, Florida 32819
South Park Hospitality L.L.C. Orlando-John Young Pkwy/S Park, FL 7500 Futures Drive, Orlando, Florida 32819
Altamonte Springs Lodging LLC Orlando-North/Altamonte Springs, FL 161 Douglas Avenue, Altamonte Springs, Florida 32714
Osceola Lodging Associates LLP Orlando-South Lake Buena Vista, FL 4971 Calypso Cay Way, Kissimmee, Florida 34746
Seagrass Inn LLC Palm Coast-South, FL 150 Flagler Plaza Drive, Palm Coast, Florida 32137
HPCB Lessee Inc. Panama City Beach/Beachfront, FL 15505 Front Beach Rd, Panama City Beach, Florida 32413
Apple Nine Hospitality Management Inc. Panama City Beach/Pier Park Area, FL 13505 Panama City Beach Pkwy, Panama City Beach, Florida 32407
Pensacola Hotel Partners LLC Pensacola I-10 North at University Town Plaza, FL 7050 Plantation Road, Pensacola, Florida 32504
GB Hotel Investments LP Pensacola/Gulf Breeze, FL 61 Gulf Breeze Parkway, Gulf Breeze, Florida 32561
SNB Hotels Inc. Pensacola/I-10 Pine Forest Road, FL 8021 Lavelle Way, Pensacola, Florida 32526
Depa Hotel Inc. Port Richey, FL 11050 U.S. Highway 19, Port Richey, Florida 34668
Shivam Properties LLC Port St. Lucie-West, FL 155 S.W. Peacock Boulevard, Port Saint Lucie, Florida 34986
Chosen Gadsden LLC Ruskin I-75, FL 711 33rd Street Southeast, Ruskin, Florida 33570
SREH Sarasota LLC Sarasota/Bradenton-Airport, FL 975 University Parkway, Sarasota, Florida 34243
CCU Lodging Associates LLC Sarasota/Lakewood Ranch, FL 8565 Cooper Creek Blvd, Sarasota, Florida 34201
EFFBRANDS VB Hospitality LLC St. Augustine/Vilano Beach, FL 95 Vilano Road, Saint Augustine, Florida 32084
Florencia Park LLC St. Petersburg-Downtown, FL 80 Beach Drive NE, Saint Petersburg, Florida 33701
1150 NW FederalStuart LLC Stuart-North, FL 1150 NW Federal Highway, Stuart, Florida 34994
NF IV VA SSCI HI Tallahasse Op Co LLC Tallahassee Capitol - University, FL 824 Railroad Avenue, Tallahassee, Florida 32310
Capital Hotel Investment Group LLC Tallahassee I-10/Thomasville Rd, FL 3388 Lonnbladh Road, Tallahassee, Florida 32308
MHG Avion Park HN LP Tampa Airport Avion Park Westshore, FL 5329 Avion Park Drive, Tampa, Florida 33607
TAMPA FLORIDA BUSCH GARDENS INVESTMENTS ASSOCIATES LLC Tampa Busch Gardens Area, FL 3333 East Busch Boulevard, Tampa, Florida 33612

EXHIBIT A

KMD Hotel Group 8 LLC Tampa East (Casino Area), FL 11740 Tampa Gateway Blvd., Seffner, Florida 33584
BREIT Florida TRS LLC Tampa Northwest/Oldsmar, FL 4017 Tampa Road, Oldsmar, Florida 34677
Falkenburg Hotel LLC Tampa Riverview Brandon, FL 10240 Causeway Blvd., Tampa, Florida 33619
TWC Bay LLC Tampa/Wesley Chapel, FL 2740 Cypress Ridge Blvd, Wesley Chapel, Florida 33544
Murphco of Florida Inc. Tampa-North, FL 8210 Hidden River Parkway, Tampa, Florida 33637
Summit Hotel TRS 101 LLC Tampa-Ybor City/Downtown, FL 1301 East 7th Avenue, Tampa, Florida 33605
HDBVM Hospitality Inc. Tarpon Springs, FL 39284 U.S. Hwy 19 N, Tarpon Springs, Florida 34689
Heartland Venice Partners LP Venice Bayside/South Sarasota, FL 881 Venetia Bay Blvd., Venice, Florida 34292
VBH Miracle Mile LLC Vero Beach-Downtown, FL 611 20th Place, Vero Beach, Florida 32960
Wellington Hospitality LLLP Wellington, FL 2155 Wellington Green Drive, Wellington, Florida 33414
Wynne Building Corporation West Melbourne-Palm Bay Road, FL 4520 Durham Drive, Melbourne, Florida 32904

GEORGIA

Triple P Properties LLC Adairsville-Calhoun Area, GA 101 Travelers Path, Adairsville, Georgia 30103
Hallmark Hospitality Management LLC Albany, GA 2628 Dawson Road, Albany, Georgia 31707
NNP Alpharetta SPE LLC Alpharetta, GA 16785 Old Morris Road, Alpharetta, Georgia 30004
Logos Fund HIS3450 LLC Atlanta Airport West/Camp Creek Parkway, GA 3450 Creek Pointe Drive, East Point, Georgia 30344
Buckhead Place Hotel Company LLC Atlanta Buckhead Place, GA 3312 Piedmont Road NE, Atlanta, Georgia 30305
Vision Decatur LLC Atlanta Decatur/Emory, GA 116 Clairemont Avenue, Decatur, Georgia 30030
RLJ HA Atlanta Midtown Lessee LLC Atlanta Midtown, GA 1231 West Peachtree Street NE, Atlanta, Georgia 30309
Apple Nine Hospitality Management Inc. Atlanta Perimeter Dunwoody, GA 4565 Ashford Dunwoody Road, Atlanta, Georgia 30346
Principal Hotel Group LLC Atlanta Six Flags, GA 999 Bob Arnold Blvd., Lithia Springs, Georgia 30122
Welcome Hotels Duluth Inc. Atlanta/Duluth/Gwinnett County, GA 1725 Pineland Road, Duluth, Georgia 30096
Welcome Group of Hospitality Inc. Atlanta/Marietta, GA 2136 Kingston Court, Marietta, Georgia 30067
Imperial Investments Airport L.L.C. Atlanta-Airport North, GA 3450 Bobby Brown Parkway, Atlanta, Georgia 30344
Apple Nine Hospitality Management Inc. Atlanta-Downtown, GA 161 Ted Turner Dr NW, Atlanta, Georgia 30303
Galleria L.L.C. Atlanta-Galleria, GA 2733 Circle 75 Parkway, Atlanta, Georgia 30339
Belair Real Estate LLC Augusta West, GA 4081 Jimmie Dyess Parkway, Augusta, Georgia 30909
Augusta Washington Road Hotel LLC Augusta-Washington Road @ I-20, GA 3028 B Washington Road, Augusta, Georgia 30907
WS CE Resort Owner LLC Braselton, GA 5159 Golf Club Drive, Braselton, Georgia 30517
Brunswick Lodging LLC Brunswick, GA 128 Venture Drive, Brunswick, Georgia 31525
Titan Hospitality LLC Cordele, GA 1709 East 16th Avenue, Cordele, Georgia 31015
AUM Hospitality LLC Dublin, GA 103 Travel Center Blvd., Dublin, Georgia 31021
TryLa Inc. Flowery Branch Lake Lanier, GA 4660 Holland Dam Road, Flowery Branch, Georgia 30542
HAMJI Hospitality LLC Jekyll Island, GA 200 South Beachview Drive, Jekyll Island, Georgia 31527

EXHIBIT A

One Court LLLP Johns Creek, GA 6440 East Johns Crossing, Johns Creek, Georgia 30097
OM Ventures 2 LLC Lavonia, GA 115 Owens Drive, Lavonia, Georgia 30553
HOSPITALITY INVESTORS INC. Macon I-475, GA 5010 Eisenhower Parkway, Macon, Georgia 31206
River Chase Hospitality Inc. Macon I-75 North, GA 3954 River Place Dr., Macon, Georgia 31210
Shriji Hospitality Rome LLC Rome, GA 875 West 1st St. NW, Rome, Georgia 30161
Shree Hari OHM Inc. of SAVNH Savannah I-95 South/Gateway, GA 591 Al Henderson Blvd., Savannah, Georgia 31419
Shree Maha Savannah Hospitality LLC Savannah/Midtown, GA 20 Johnston Street, Savannah, Georgia 31405
Savannah Hospitality Services LLC Savannah-Airport, GA 70 Stephen S. Green Drive, Savannah, Georgia 31408
Oglethorpe Associates, LLC Savannah-Historic District, GA 603 West Oglethorpe Avenue, Savannah, Georgia 31401
Park Place Hotel LLC Snellville Atlanta NE, GA 1905 Pharrs Road, Snellville, Georgia 30078
LHG Tifton LLC Tifton, GA 720 U.S. Hwy 319 South, Tifton, Georgia 31794
AM Convention Center Hotel LLC Valdosta-Conference Center, GA 2 Meeting Place Drive, Valdosta, Georgia 31601

HAWAII
PHOTABRAROZ Maui Owner LLC Maui North Shore, HI 130 West Kaahumanu Avenue, Kahului, Hawaii 96732
Ka Makana Alii Hotel LLC Oahu/Kapolei, HI 91-5431 Kapolei Parkway, Suite 900, Kapolei, Hawaii 96707

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

ILLINOIS
FHHOTEL NORMAL OPCO LLC. Bloomington/Normal, IL 320 S Towanda Ave., Normal, Illinois 0
Bolingbrook Motel Inc. Bolingbrook, IL 165 Remington Blvd., Bolingbrook, Illinois 60440
First CBV LLC Bridgeview Chicago, IL 7010 S Harlem Ave, Bridgeview, Illinois 60455
Prominence Burr Ridge LLC Chicago Burr Ridge, IL 100 Harvester Drive, Burr Ridge, Illinois 60527
710 Seeley Hotel Partners LLC Chicago Medical District UIC, IL 710 S Seeley Avenue, Chicago, Illinois 60612
MCR WAUKEGAN TENANT LLC Chicago Waukegan, IL 438 Lakehurst Road, Waukegan, Illinois 60085
K.S. Hospitality Inc. Chicago/Addison (Itasca Area), IL 1685 West Lake Street, Addison, Illinois 60101

EXHIBIT A

HRS Hospitality Group LLC Chicago/Aurora, IL 2423 Bushwood Drive, Aurora, Illinois 60506
DEER PARK HOSPITALITY LLC Chicago/Deer Park, IL 21660 West Lake Cook Road, Deer Park, Illinois 60010
Akshar Hospitality HE LLC Chicago/Hoffman Estates, IL 2825 Greenspoint Parkway, Hoffman Estates, Illinois 60169
MAHI LLC Chicago/Libertyville, IL 2061 Shell Drive, Libertyville, Illinois 60048
ECDLincolnshire Hotel DE LLC Chicago/Lincolnshire, IL 1400 Milwaukee Avenue, Lincolnshire, Illinois 60069
MCR Mt Prospect Tenant LLC Chicago/Mt. Prospect, IL 1 Randhurst Village Drive, Mount Prospect, Illinois 60056
Capitol One Real Estate LLC Chicago/Schaumburg, IL 891 Plaza Drive, Schaumburg, Illinois 60173
Matteson Hotel Partners LLC Chicago/Southland-Matteson, IL 20920 Matteson Avenue, Matteson, Illinois 60443
Fox River Hospitality Inc. Chicago/St. Charles, IL 2875 Foxfield Road, Saint Charles, Illinois 60174
First FM LLC Chicago-Downtown, IL 33 West Illinois, Chicago, Illinois 60654
Apple Ten Services Skokie Inc. Chicago-North Shore/Skokie, IL 5201 Old Orchard Road, Skokie, Illinois 60077
Sunrise Hospitality Inc. Danville, IL 370 Eastgate Dr., Danville, Illinois 61834
DG Hotel Group LLC Downers Grove Chicago, IL 1500 Opus Place, Downers Grove, Illinois 60515
Effingham Hospitality Partners LLC Effingham, IL 1305 Keller Drive, Effingham, Illinois 62401
Blair Road Hotel Associates LLC Minooka, IL 621 Bob Blair Road, Minooka, Illinois 60447
Marigold Hospitality Inc Moline/Quad City Int'l Airport, IL 2450 69th Avenue, Moline, Illinois 61265
Marigold Lodging Inc. Pekin (Peoria Area), IL 3445 Court Street, Pekin, Illinois 61554
Petersen Hospitality LLC Peoria at Grand Prairie, IL 7806 N. Route 91, Peoria, Illinois 61615
Sunrise Hospitality Inc. Peru, IL 4421 North Peoria Street, Peru, Illinois 61354
Apple Ten Illinois Services Inc. Rosemont Chicago O'Hare, IL 9480 W. Higgins Road, Rosemont, Illinois 60018
P.C. Motel Ventures L.L.C. Springfield-Southwest, IL 2300 Chuckwagon Drive, Springfield, Illinois 0
4192 SHIVAM LLC St. Louis/Alton, IL 1904 Homer M Adams Parkway, Alton, Illinois 62002
Pramukhraj Huron LLC St. Louis/Edwardsville, IL 5723 Heritage Crossing Drive, Glen Carbon, Illinois 62034

INDIANA

Ranjan LLC Avon Indianapolis, IN 193 Angelina Way, Avon, Indiana 46123
Rahee Hospitality Inc. Crawfordsville, IN 2895 Gandhi Drive, Crawfordsville, Indiana 47933
Zenith Asset Company III LLC Fort Wayne Downtown, IN 223 West Jefferson Boulevard, Fort Wayne, Indiana 46802
CNI THL OPS LLC Fort Wayne-North, IN 5702 Challenger Parkway, Fort Wayne, Indiana 46818
J Enterprises Inn of Franklin LLC Franklin Indianapolis, IN 361 Paris Drive, Franklin, Indiana 46131
Shuban LLC Greensburg, IN 2075 North Michigan Avenue, Greensburg, Indiana 47240
Hammond Hospitality LLC Hammond, IN 2842 Carlson Drive, Hammond, Indiana 46323
Evergreen of Brownsburg Hotel LLC Indianapolis Brownsburg, IN 41 Maplehurst Drive, Brownsburg, Indiana 46112
J Enterprises Inn of Emerson LLC Indianapolis South Greenwood, IN 5249 Claybrooke Commons Dr, Indianapolis, Indiana 46237
Sanjay LLC Indianapolis West Speedway, IN 2608 Founders Square Drive, Indianapolis, Indiana 46224

EXHIBIT A

J Enterprises Inn of Fishers LLC Indianapolis/Fishers, IN 11575 Commercial Drive, Fishers, Indiana 46038
River North Hotel LLC Indianapolis/Keystone, IN 8980 River Crossing Boulevard, Indianapolis, Indiana 46240
Six Points Hotel Partners LLC Indianapolis-Airport, IN 9020 Hatfield Drive, Indianapolis, Indiana 46241
FHHOTEL KOKOMO OPCO LLC Kokomo, IN 2920 South Reed Road, Kokomo, Indiana 46902
Tashi Hospitality Inc. Michigan City, IN 3674 North Frontage Road, Michigan City, Indiana 46360
Middlebury Hotel LLC Middlebury, IN 105 Crystal Heights Blvd., Middlebury, Indiana 46540
Heritage Square Hotel Partners L.P. Mishawaka/South Bend, IN 7347 Heritage Square Drive, Granger, Indiana 46530
Lakha Lodging Corporation Muncie, IN 4220 Bethel Avenue, Muncie, Indiana 47304
GHS Munster LLC Munster, IN 8936 Calumet Avenue, Munster, Indiana 46321
BLB Hospitality Corp. Richmond, IN 455 Commerce Rd., Richmond, Indiana 47374
Sum Hospitality Inc. Schererville, IN 1904 US Highway 41, Schererville, Indiana 46375
McClain Hotel Group LLC Scottsburg, IN 1535 McClain Avenue, Scottsburg, Indiana 47170
Wedge Hotel One LLC Valparaiso, IN 1451 South Silhavy Road, Valparaiso, Indiana 46383
Jali LLC West Lafayette, IN 160 Tapawingo Drive, West Lafayette, Indiana 47906

IOWA

Altoona Hospitality LLC Altoona Des Moines, IA 215 Adventureland Drive NW, Altoona, Iowa 50009
HGIK Hospitality LLC Ames, IA 2100 Southeast 16th Street, Ames, Iowa 50010
ABC Investment Inc. Ankeny, IA 6210 SE Convenience Blvd, Ankeny, Iowa 50021
Huckleberry Hotel LLC Burlington, IA 3001 Winegard Dr., Suite 130, Burlington, Iowa 52601
MAHAVIR HOSPITALITY LLC Cedar Rapids/North, IA 1130 Park Place NE, Cedar Rapids, Iowa 52402
Apple Ten Hospitality Management Inc. Davenport, IA 5290 Utica Ridge Road, Davenport, Iowa 52807
Waterfront Lodging Inc. Des Moines Downtown, IA 120 SW Water Street, Des Moines, Iowa 50309
Lotus Hospitality LLC IA Des Moines/Urbandale, IA 8811 Plum Dr., Urbandale, Iowa 50322
Diya Marshalltown Hotels LLC Marshalltown, IA 20 West Iowa Avenue, Marshalltown, Iowa 50158
Mason City Hotel Associates LLC Mason City, IA 2111 4th Street SW, Mason City, Iowa 50401
Sioux City Lodging Partners LLC Sioux City/South, IA 5555 Sergeant Road, Sioux City, Iowa 51106
Mills Civic Hotel Associates LLC West Des Moines/SW-Mall Area, IA 6160 Mills Civic Parkway, West Des Moines, Iowa 50266

KANSAS

BHC Lodging L.C. Dodge City, KS 4002 West Comanche, Dodge City, Kansas 67801
KSC Lodging L.C. I-35 Mulvane, KS 785 Kansas Star Drive, Mulvane, Kansas 67110
Kansas Global Hotel LLC Kansas City-Merriam, KS 7400 West Frontage Road, Merriam, Kansas 66203
Kansas Lodging LLC Liberal, KS 508 Hotel Drive, Liberal, Kansas 67901
GK OF OVERLAND PARK KS LLC Overland Park South, KS 7521 W 135th Street, Overland Park, Kansas 66223

EXHIBIT A

Kansas Crossing Hotel L.C. fka SEKS Hotel Group L.C. Pittsburg Kansas Crossing, KS 1285 U.S. 69 HWY, Pittsburg, Kansas 66762
Wichita Airport Hotel LLC Wichita/Airport, KS 7230 West Harry, Wichita, Kansas 67209
Hotel Wichita Greenwich I Opco L.L.C. Wichita/Northeast, KS 2433 North Greenwich Road, Wichita, Kansas 67226

KENTUCKY
606 Holdings LLC Hazard, KY 70 Morton Boulevard, Hazard, Kentucky 41701
ShyamGhanshyam Hopkinsville LLC Hopkinsville, KY 210 Richard Mills Drive, Hopkinsville, Kentucky 42240
RB LOUISVILLE III LLC Louisville East Oxmoor, KY 400 Bullitt Lane, Louisville, Kentucky 40222
Prithvi LLC Louisville-East, KY 1451 Alliant Ave, Louisville, Kentucky 40299
Pennyrile Hospitality LLC Madisonville, KY 201 Ruby Drive, Madisonville, Kentucky 42431
Murray Hospitality LLC Murray, KY 1415 Lowes Drive, Murray, Kentucky 42071
NKY Hospitality LLC Newport/Cincinnati, KY 275 Columbia Street, Newport, Kentucky 41071
Bryant Downtown Hotel LLC Owensboro/Downtown-Waterfront, KY 401 West 2nd Street, Owensboro, Kentucky 42301
Paducah Hospitality Partners LLC Paducah, KY 3901 Coleman Crossing Circle, Paducah, Kentucky 42001
Barkley Lake Inn Inc. Radcliff/Fort Knox, KY 50 Bourbon Street, Radcliff, Kentucky 40160
Wilder Hospitality L.L.C. Wilder, KY 10 Hampton Lane, Wilder, Kentucky 41076
Great Tourism Hospitality LLC Williamstown Ark Encounter, KY 2 Skyway Dr, Williamstown, Kentucky 41097

LOUISIANA
MIC AEX LLC Alexandria, LA 6124 West Calhoun Drive, Alexandria, Louisiana 0
Red Stick Lodging LLC Baton Rouge/Downtown, LA 462 Lafayette Street, Baton Rouge, Louisiana 70801
ALH Properties No. Twenty Six LP Baton Rouge/I-10 East, LA 11271 Reiger Road, Baton Rouge, Louisiana 70809
BRP Investments L.L.C. Baton Rouge/Port Allen, LA 2755 Commercial Drive, Port Allen, Louisiana 70767
Harvey Hotel Investments LLC Harvey/New Orleans West Bank, LA 1651 5th Street, Harvey, Louisiana 70058
Sunray Hospitality of Jennings LLC Jennings, LA 310 W Fred Ruth Zigler Memorial Dr., Jennings, Louisiana 70546
Anjani Hotels LLC Lafayette, LA 1910 S. College Road, Lafayette, Louisiana 70508
Holdings of Thomas G. Christopoulos Marksville, LA 6896 Highway 1, Mansura, Louisiana 71350
Yogi Monroe Inc. Monroe, LA 5100 Frontage Road, Monroe, Louisiana 71202
Kilpatrick Hotels Number Four LLC Morgan City, LA 6365 Highway 182 East, Morgan City, Louisiana 70380
Metro Hospitality LLC LA New Iberia Avery Island, LA 400 Spanish Towne Boulevard, New Iberia, Louisiana 70560
NF V NOLA Op Co LLC New Orleans Canal St. French Quarter, LA 1300 Canal St., New Orleans, Louisiana 70112
NF IV I NOLA FQ Op Co LLC New Orleans Downtown (French Quarter Area), LA 226 Carondelet Street, New Orleans, Louisiana 70130
NF IVI NOLA CC Op Co LLC New Orleans-Convention Center, LA 1201 Convention Center Blvd., New Orleans, Louisiana 70130
Elmwood Hotel Company L.L.C. New Orleans-Elmwood/Clearview Parkway Area, LA 5150 Mounes Street, Harahan, Louisiana 70123
Sunrise Hospitality V L.L.C. Shreveport/Bossier City at Airline Drive, LA 2691 Viking Drive, Bossier City, Louisiana 71111

EXHIBIT A

Shree Ram Enterprises of Bossier LLC Shreveport/South, LA 8340 Millicent Way, Shreveport, Louisiana 71115
Sunray Hospitality of Thibodaux LLC Thibodaux, LA 826 North Canal Boulevard, Thibodaux, Louisiana 70301

MAINE

Giri Kittery 275 LLC Kittery-Portsmouth, ME 275 US Route 1, Kittery, Maine 3904
Portland Hotels Inn Inc. Portland West, ME 1210 Brighton Ave, Portland, Maine 4102
Thomaston Hotel LLC Rockland, ME 190 New County Road, Thomaston, Maine 4861
Wells Hotel LLC Wells/Ogunquit, ME 900 Post Road, Wells, Maine 4090

MARYLAND

Excel Holdings 8 LLC Annapolis, MD 124 Womack Drive, Annapolis, Maryland 21401
RockvillePadonia Enterprises LLC Baltimore North/Timonium, MD 11 Texas Station Court, Timonium, Maryland 21093
Crossroads Aberdeen LLC Baltimore/Aberdeen, MD 795 West Bel Air Avenue, Aberdeen, Maryland 21001
Belmont Hospitality LLC Baltimore/Woodlawn, MD 1810 Belmont Avenue, Windsor Mill, Maryland 21244
AHIP MD Hanover 7027 Enterprises LLC Baltimore-Arundel Mills/BWI, MD 7027 Arundel Mills Circle, Hanover, Maryland 21076
Summit Hotel TRS 136 LLC Baltimore-Inner Harbor, MD 131 East Redwood Street, Baltimore, Maryland 0
Shankra LLC Camp Springs/Andrews AFB, MD 5000 Mercedes Boulevard, Camp Springs, Maryland 20746
PR MIG Columbia H OpCo LLC Columbia South Fort Meade Area, MD 7045 Minstrel Way, Columbia, Maryland 21046
Park View Hotels LLC Edgewood/Aberdeen-South, MD 2110 Emmorton Park Road, Edgewood, Maryland 21040
1565 Opossumtown Pike LLC Frederick-Fort Detrick, MD 1565 Opossumtown Pike, Frederick, Maryland 21702
Lanham Lodging LLC Glenarden/Washington, DC 2901 Campus Way North, Glenarden, Maryland 20706
SAK Harbor LLC National Harbor/Alexandria Area, MD 250 Waterfront St, Oxon Hill, Maryland 20745
Ocean II Group LLC Ocean City West, MD 12708 Ocean Gateway Hwy, Ocean City, Maryland 21842
Island Hotel Properties Inc. Ocean City/Bayfront-Convention Center, MD 4301 Coastal Highway, Ocean City, Maryland 21842
Fruitland Properties LLC Salisbury/Fruitland,MD 304 Prosperity Lane, Fruitland, Maryland 21826
MCC Hospitality LLC Washington, DC North/Gaithersburg, MD 960 North Frederick Avenue, Gaithersburg, Maryland 20879

MASSACHUSETTS

MHH Lenox 445 Operating LLC Berkshires/Lenox, MA 445 Pittsfield Rd, Lenox, Massachusetts 1240
PVG Five LLC Boston/Stoughton, MA 449 Page Street, Stoughton, Massachusetts 2072
KW Waltham LLC Boston/Waltham, MA 135 2nd Avenue, Waltham, Massachusetts 2451
Crosstown Center Hotel LLC Boston-Crosstown Center, MA 811 Massachusetts Avenue, Boston, Massachusetts 2118
FED Hotel Properties LLC Cape Cod/West Yarmouth, MA 99 Route 28, West Yarmouth, Massachusetts 2673
FM Hospitality LLC Foxborough - Mansfield, MA 2 Foxborough Boulevard, Foxborough, Massachusetts 2035
66 Greenfield LLC Greenfield, MA 184 Shelburne Road, Greenfield, Massachusetts 1301

EXHIBIT A

4SQ Attleboro Realty LLC North Attleboro, MA 55 Draper Avenue, North Attleboro, Massachusetts 2760
Plymouth Hospitality LLC Plymouth, MA 10 Plaza Way, Plymouth, Massachusetts 2360
66 DKR LLC Springfield/Downtown, MA 851 East Columbus Ave, Springfield, Massachusetts 1105
Arsenal Hotel LLC Watertown Boston, MA 25 Bond Street, Watertown, Massachusetts 2472
Apple Eight Hospitality Massachusetts Services In Westford/Chelmsford, MA 9 Nixon Road, Westford, Massachusetts 1886
Prescott Street Lodging LLC Worcester, MA 65 Prescott St, Worcester, Massachusetts 1605

MICHIGAN

Adrian Inn Suites LLC Adrian, MI 1335 South Main Street, Adrian, Michigan 49221
Thunder Bay Hotels LLC Alpena, MI 1060 Crittenden Court, Alpena, Michigan 49707
Ann Arbor Inn Suites Inc. Ann Arbor/West, MI 2910 Jackson Avenue, Ann Arbor, Michigan 48103
Allstate Hotels LLC Bay City, MI 3901 Traxler Court, Bay City, Michigan 48706
Harbor Hotels Inc. Benton Harbor, MI 1921 Pipestone Rd, Benton Harbor, Michigan 49022
Bloomfield Hills Hospitality Investment LLC Bloomfield Hills Detroit, MI 1951 S. Telegraph Rd, Bloomfield Hills, Michigan 48302
DETROIT AIRPORT HOTEL LIMITED PARTNERSHIP II Detroit/Airport-Romulus, MI 31700 Smith Road, Romulus, Michigan 48174
Allen Park Inn Suites Inc Detroit/Allen Park, MI 16400 Southfield Rd, Allen Park, Michigan 48101
IMK LLC Detroit/Canton, MI 1950 Haggerty Road North, Canton, Michigan 48187
Chesterfield Hospitality Inc. Detroit/Chesterfield Township, MI 45725 Marketplace Blvd, Chesterfield, Michigan 48051
Stellar Hospitality Sterling LLC Detroit/Sterling Heights, MI 36400 Van Dyke Avenue, Sterling Heights, Michigan 48312
Galleria Of Troy L.L.C. Detroit/Troy, MI 100 Wilshire Drive, Troy, Michigan 48084
Woodheaven Enterprises Inc. Detroit/Warren, MI 32035 Van Dyke Ave, Warren, Michigan 48093
Wixom Inn Suites Inc. Detroit/Wixom, MI 49025 Alpha Dr, Wixom, Michigan 48393
Stellar Hospitality Dundee LLC Dundee, MI 401 Powell Drive, Dundee, Michigan 48131
Okemos Lodge Inc. East Lansing/Okemos, MI 2200 Hampton Place, Okemos, Michigan 48864
HI Hotel LLC Flint/Grand Blanc, MI 6060 Rashelle Drive, Flint, Michigan 48507
Mid Towne Hospitality LLC Grand Rapids/Downtown, MI 433 Dudley Place NE, Grand Rapids, Michigan 49503
Lighthouse Lodging Group LLC MI Grand Rapids-Airport/28th Street, MI 5200 28th Street SE, Grand Rapids, Michigan 49512
Grandville Inn Suites Inc. Grandville Grand Rapids South, MI 4755 Wilson Ave SW, Grandville, Michigan 49418
Pacific Coast Holdings LLC Houghton, MI 820 Shelden Ave, Houghton, Michigan 49931
Howell Hospitality Inc. Howell, MI 3900 Grand Oaks Drive, Howell, Michigan 48843
9TH STREET HOSPITALITY LLC Kalamazoo/Oshtemo, MI 5059 South 9th Street, Kalamazoo, Michigan 49009
LVP HMI Lansing Holding Corp. Lansing/West, MI 900 North Canal Road, Lansing, Michigan 48917
Hotel Ventures Manistee LLC Manistee Waterfront, MI 101 South Lakeshore Dr., Manistee, Michigan 49660
Spring Street Hotel LLC Petoskey 920 Spring Street, Petoskey, Michigan 49770
HORIZON TITTABAWASSEE LLC Saginaw, MI 2695 Tittabawassee Road, Saginaw, Michigan 48604

EXHIBIT A

Sunrise Hospitality Inc. Ypsilanti, MI 515 James L Hart Parkway, Ypsilanti, Michigan 48197

MINNESOTA

FGD LLC Alexandria, MN 2705 South Broadway Street, Alexandria, Minnesota 56308
JPK TR Duluth II LLC Duluth North/Mall Area, MN 1002 Mall Drive, Duluth, Minnesota 55811
Growth Hospitality MN LLC Lino Lakes, MN 579 Apollo Drive, Lino Lakes, Minnesota 55014
Minneapolis Hotel Ventures L.L.C. Minneapolis University Area, MN 2812 University Avenue SE, Minneapolis, Minnesota 55414
Yogi Minnetonka LLC Minneapolis West/Minnetonka, MN 10600 Wayzata Boulevard, Minnetonka, Minnesota 55305
Summit Hotel TRS 118 LLC Minneapolis/Downtown, MN 19 North 8th Street, Minneapolis, Minnesota 55403
ALDK Bloomington 2860 LLC Minneapolis-St. Paul Airport, MN 2860 Metro Drive, Bloomington, Minnesota 55425
Apple Nine Hospitality Management Inc. Rochester/North, MN 2870 59th Street NW, Rochester, Minnesota 55901
Zenith Asset Company LLC Rogers, MN 13550 Commerce Blvd., Rogers, Minnesota 55374
St. Cloud Lodging Associates LLC St. Cloud, MN 145 37th Ave. North, Saint Cloud, Minnesota 56303
Apple Nine Hospitality Management Inc. St. Paul Downtown, MN 200 7th Street West, St. Paul, Minnesota 55102
Ma Laxmi Hospitality LLC St. Paul/Oakdale, MN 436 Imperial Ave N, Oakdale, Minnesota 55128

MISSISSIPPI

MG Hotels Columbus LLC Columbus, MS 1915 6th Street North, Columbus, Mississippi 39701
DBH Coastal Hotels LLC D'Iberville Biloxi, MS 3828 Promenade Parkway, DIberville, Mississippi 39540
Lodging America at Grenada LLC Grenada, MS 1545 Jameson Drive, Grenada, Mississippi 38901
Coastal Hospitality L.L.C. Gulfport I-10, MS 15580 Daniel Boulevard, Gulfport, Mississippi 39503
Jackson Downtown Hotels L.L.C. Jackson Downtown-Coliseum, MS 320 Greymont Avenue, Jackson, Mississippi 39202
Ridgeland Hotel Group LLC Jackson/Ridgeland, MS 600 Steed Rd, Ridgeland, Mississippi 39157
Laurel Hotels I Inc. Laurel, MS 1509 Jefferson Street, Laurel, Mississippi 39440
Sunray Hospitality of McComb LLC McComb, MS 109 Manisha Drive, McComb, Mississippi 39648
DHG NATCZ LLC Natchez, MS 627 South Canal Street, Natchez, Mississippi 39120
Tupelo Hotel Enterprise LLC Tupelo/Barnes Crossing, MS 1116 Carter Cove, Tupelo, Mississippi 38804
Warren County Lodging LLC Vicksburg, MS 3330 Clay St., Vicksburg, Mississippi 39183
West Point Hotel LLC West Point, MS 5821 Highway 45 ALT S, West Point, Mississippi 0
Certified Hospitality Corporation Wiggins, MS 1121 East Frontage Road, Wiggins, Mississippi 39577

MISSOURI

AVR Clayton Hotel LLC Clayton/St. Louis-Galleria Area, MO 216 N Meramec Avenue, Clayton, Missouri 63105
Stadium Lodging LLC Columbia (at the University of Missouri), MO 1225 Fellow's Place Boulevard, Columbia, Missouri 65201
KC Crossroads Hospitality LLC Kansas City Downtown Crossroads, MO 1571 Main Street, Kansas City, Missouri 64108

EXHIBIT A

S G L.C. Kansas City-Country Club Plaza, MO 4600 Summit, Kansas City, Missouri 64112
EAS Investment Enterprises Inc. Springfield, MO 2750 N. Glenstone Avenue, Springfield, Missouri 65803
HISSC LLC St. Charles Old Town Area, MO 1410 South 5th Street, St. Charles, Missouri 63301
Apple Nine Hospitality Management Inc. St. Louis at Forest Park, MO 5650 Oakland Ave., Saint Louis, Missouri 63110
Midamerica Hotels Corporation St. Louis South-I-55, MO 4200 MidAmerica Lane, Saint Louis, Missouri 63129
Valley Lodging L.L.C. St. Louis/Chesterfield, MO 5 McBride and Son Center Dr, Chesterfield, Missouri 63005

MONTANA
Broso Valley Lodging Investors LLC Billings West I-90, MT 3550 Ember Lane, Billings, Montana 59102
Whitefish Lodging Investors LLC Whitefish, MT 6340 US Hwy 93 South, Whitefish, Montana 59937

NEBRASKA
Salt Creek Hotel Associates LLC Lincoln/Northeast I-80, NE 7343 Husker Circle, Lincoln, Nebraska 68504
LA VISTA HOTELS LLC Omaha Southwest/La Vista, NE 12331 Southport Parkway, La Vista, Nebraska 68128
Apple Ten Hospitality Management Inc. Omaha/Downtown, NE 1212 Cuming Street, Omaha, Nebraska 68102
Western Hospitality LLC a NE llc Scottsbluff, NE 301 West Highway 26, Scottsbluff, Nebraska 69361

NEVADA
GHG Carson City LLC Carson City, NV 10 Hospitality Way, Carson City, Nevada 89706
Pacifica Vegas Red Rock LLC Las Vegas - Red Rock/Summerlin, NV 4280 South Grand Canyon Dr, Las Vegas, Nevada 89147
Hotel Management Services LLC Las Vegas Airport, NV 6575 South Eastern Avenue, Las Vegas, Nevada 89119
Grimm Norton 2 LLC Las Vegas Convention Center, NV 755 Sierra Vista Dr., Las Vegas, Nevada 89169
Ten Saints SPE LLC Las Vegas South, NV 3245 St. Rose Parkway, Henderson, Nevada 89052
Henderson Hospitality LLC Las Vegas/Henderson, NV 421 Astaire Drive, Henderson, Nevada 89014
Manas MQ LLC Mesquite, NV 1030 W Pioneer Blvd, Mesquite, Nevada 89027
Sharlands Hospitality LLC Reno West, NV 900 Ambassador Drive, Reno, Nevada 89523
LAXMI Hotels LLC Reno, NV 10599 Professional Circle, Reno, Nevada 89511
Heritage Inn of Sparks LLC Reno/Sparks, NV 200 Legends Bay Drive, Sparks, Nevada 89434
Ruby Lodging LLC Wells, NV 1091 Cobre St, Wells, Nevada 89835

NEW HAMPSHIRE
Chatham Exeter HAS Leaseco LLC Exeter, NH 59 Portsmouth Avenue, Exeter, New Hampshire 3833
Jazzlyn Hospitality II LLC Keene, NH 126 Key Rd, Keene, New Hampshire 3431
Bedford Hotel Group Inc. Manchester/Bedford, NH 8 Hawthorne Drive, Bedford, New Hampshire 3110
Olympia Equity Investors X LLC North Conway, NH 1788 White Mountain Highway, North Conway, New Hampshire 3860

EXHIBIT A

Portwalk HI LLC Portsmouth/Downtown, NH 23 Portwalk Place, Portsmouth, New Hampshire 3801
Tilton Lodging LLC Tilton, NH 195 Laconia Rd., Tilton, New Hampshire 3276

NEW JERSEY

Bridgewater Hospitality Group LLC Bridgewater, NJ 1277 Route 22 West, Bridgewater, New Jersey 8807
68 Hospitality Associates LLC Deptford, NJ 1253 Hurffville Road, Deptford, New Jersey 8096
Calandra Development Corp. Fairfield, NJ 118 US Highway 46 East, Fairfield, New Jersey 7004
Shiva Hotel LLC Mahwah, NJ 290 Route 17 Corporate Dr., Mahwah, New Jersey 7430
Prince Hotels LLC Mount Laurel/Moorestown, NJ 2020 Briggs Road, Mount Laurel, New Jersey 8054
IH HARP Newark LLC Newark Airport Elizabeth, NJ 100 International Blvd., Elizabeth, New Jersey 7201
EXCEL HOLDINGS 11 LLC Newark/Harrison-Riverwalk, NJ 100 Passaic Avenue, Harrison, New Jersey 7029
Ben at Parsippany LLC Parsippany/North, NJ 3737 Route 46 East, Parsippany, New Jersey 7054
Robbinsville Fieldhouse LLC Robbinsville, NJ 153 West Manor Way, Robbinsville, New Jersey 8691
Somerset Atrium LLC Somerset, NJ 240 Atrium Drive, Somerset, New Jersey 8873
Glenpointe Associates IV Limited Liablity Company Teaneck Glenpointe, NJ One Glenwood Avenue, Teaneck, New Jersey 7666
H4 Vineland LLC Vineland, NJ 2134 W. Landis Ave., Vineland, New Jersey 8360

NEW MEXICO

Laxmi Management LLC Albuquerque Airport, NM 1300 Woodward Rd SE, Albuquerque, New Mexico 87106
Dreamcatcher ABQ North LLC Albuquerque North/I-25, NM 4412 The 25 Way, Albuquerque, New Mexico 87109
SOM Hotels LLC 67 Albuquerque-Coors Road, NM 6150 Iliff Road NW, Albuquerque, New Mexico 87121
Saphire Holdings LLC Artesia, NM 2501 South Permian Pavilion Loop, Artesia, New Mexico 88210
Saphire Hotels LLC Carlsbad 120 Esperanza Circle, Carlsbad, New Mexico 88220
Elite Way Hospitality LLC Farmington, NM 1500 Bloomfield Boulevard, Farmington, New Mexico 87401
Shriji Corporation Gallup, NM 1460 W. Maloney Avenue, Gallup, New Mexico 87301
Maruti Hospitality LLC Hobbs, NM 5420 Lovington Highway, Hobbs, New Mexico 88242
Premier Hospitality LLC Las Cruces I-10, NM 1641 Hickory Loop, Las Cruces, New Mexico 88005
Premier Hospitality II LLC Las Cruces I-25, NM 2350 East Griggs Avenue, Las Cruces, New Mexico 88001
White Rock LLC Los Alamos White Rock, NM 124 State Highway 4, White Rock, New Mexico 87547
Visvas II LLC Roswell, NM 3607 North Main, Roswell, New Mexico 88201
Akal Hospitality LLC Ruidoso Downs, NM 26141 US Hwy 70 E, Ruidoso Downs, New Mexico 88346

NEW YORK

East Greenbush Lodging Associates LLC Albany/East Greenbush, NY 25 Hampton Inn Drive, East Greenbush, New York 12061
Shri Hari Inc. Albany-Airport, NY 45 British American Blvd., Latham, New York 12110

EXHIBIT A

Manga Albany LLC Albany-Downtown, NY 25 Chapel Street, Albany, New York 12210
3708 Vestal Pkwy E. LLC Binghamton/Vestal, NY 3708 Vestal Parkway East, Vestal, New York 13850
Downtown Lodging Associates LLC Buffalo Downtown, NY 220 Delaware Avenue, Buffalo, New York 14202
Manga LLC Cheektawaga Buffalo/Airport, NY 133 Buell Avenue, Cheektowaga, New York 14225
Cazenovia Hospitality LLC Cazenovia, NY 25 Lakers Ln, Cazenovia, New York 13035
Huntington Village Hotel Partners LLC Huntington Downtown, NY 227 Main Street, Huntington, New York 11743
Sandalwood Hotels LLC Jamestown, NY 4 West Oak Hill Road, Jamestown, New York 14701
Adirondack Hospitality Corp. Lake George, NY 2133 Route 9, Lake George, New York 12845
The Hotel at Mirror Lake LLC Lake Placid, NY 801 Mirror Lake Drive, Lake Placid, New York 12946
Farmingdale Hospitality Partners LLC Long Island Farmingdale, NY 1030 Broadhollow Rd, Farmingdale, New York 11735
Oneida Lodging Ventures LLC New Hartford, NY 201 Woods Park Drive, Clinton, New York 13323
Newburgh 139 LLC Newburgh - Stewart Airport, NY 1 Crossroads Court, Newburgh, New York 12550
HK OLEAN HOTEL LLC Olean, NY 110 Jack Murphy Boulevard, Olean, New York 14760
ARDAK Hospitality LLC Plattsburgh, NY 586 State Route 3, Plattsburgh, New York 12901
Lixi Poughkeepsie Hotel Inc. Poughkeepsie, NY 2361 South Road, Poughkeepsie, New York 12601
Indus South Union Street LLC Rochester Downtown, NY 101 South Union Street, Rochester, New York 14607
Rochester True North Lodging L.L.C. Rochester/Henrietta, NY 280 Clay Road, Rochester, New York 14623
Widewaters Victor Company LLC Rochester/Victor, NY 7637 New York State Route 96, Victor, New York 14564
MJER 2000 LLC Rockville Centre, NY 125 Merrick Road, Rockville Centre, New York 11570
25 Lake Ave TRS LLC Saratoga Springs-Downtown, NY 25 Lake Avenue, Saratoga Springs, New York 12866
Nicotra Hotel II LLC Staten Island, NY 1120 South Avenue, Staten Island, New York 10314
East Syracuse Hotel Associates Del LLC Syracuse Dewitt, NY 3017 Erie Boulevard East, Syracuse, New York 13224
East Syracuse Lodging LLC Syracuse/Carrier Circle, NY 6377 Court Street Road, East Syracuse, New York 13057
Prima Terra Properties LLC Syracuse-North (Airport Area), NY 1305 Buckley Road, Syracuse, New York 13212
555 Storage Group LLC Yonkers - Westchester, NY 559 Tuckahoe Road, Yonkers, New York 10710
EH25 LLC Yonkers, NY 160 Corporate Blvd., Yonkers, New York 10701

NORTH CAROLINA

South Asheville Hotel Associates LLC Asheville Airport, NC 18 Rockwood Road, Fletcher, North Carolina 28732
South Asheville Hotel Associates LLC Asheville Biltmore Area, NC 835 Brevard Road, Asheville, North Carolina 28806
Biltmore Farms Hotel Group III LLC Asheville Biltmore Village, NC 117 Hendersonville Road, Asheville, North Carolina 28803
Watauga Hospitality Associates LLC Boone, NC 1252 US Highway 421 South, Boone, North Carolina 28607
Parks Hotels LLC Burlington, NC 2935 Saconn Drive, Burlington, North Carolina 27215
Carolina Beach Hospitality LLC Carolina Beach Oceanfront, NC 1 Harper Avenue, Carolina Beach, North Carolina 28428
3VP Sapphire LLC Cashiers/Sapphire Valley, NC 3245 US Highway 64 East, Sapphire, North Carolina 28774

EXHIBIT A

Blue Heaven Associates L.L.C. Chapel Hill/Durham Area, NC 6121 Farrington Road, Chapel Hill, North Carolina 27517
Tarheel Lodging II LLC Chapel Hill-Carrboro/Downtown, NC 370 East Main Street, Unit 100, Carrboro, North Carolina 27510
Naman Cascade LLC Charlotte Airport Lake Pointe, NC 2227 Cascade Pointe Blvd, Suite A, Charlotte, North Carolina 28208
Naman Ballantyne LLC Charlotte Ballantyne, NC 11935 North Community House Rd, Charlotte, North Carolina 28277
Innkeeper Motor Lodge Inc. Charlotte Northlake I 485, NC 7911 W WT Harris Blvd, Charlotte, North Carolina 28216
M2 Steele Creek Tenant LLC Charlotte Steele Creek, NC 6220 Caden Rd, Charlotte, North Carolina 28278
Huntersville Hotel Inc. Charlotte/Huntersville, NC 10305 Wilmington Street, Huntersville, North Carolina 28078
Towne 401 LLC Charlotte/Pineville, NC 401 Towne Centre Blvd., Pineville, North Carolina 28134
SPC Hotel OC LLC. Charlotte/SouthPark at Phillips Place, NC 6700 Phillips Place Court, Charlotte, North Carolina 28210
Opal Hotels Little Rock LLC Charlotte-Airport, NC 2731 Little Rock Road, Charlotte, North Carolina 28214
Maya Arrowood LLC Charlotte-Arrowood Rd., NC 9110 Southern Pine Boulevard, Charlotte, North Carolina 28273
PanosSmith Hotel Group Kings Grant LLC Concord Charlotte, NC 9850 Weddington Road Extension, Concord, North Carolina 28027
CEZ LLC Dobson, NC 150 Charlestowne Drive, Dobson, North Carolina 27017
Cole Mill Hotel Inc Durham University Medical Center, NC 1206 Cole Mill Road, Durham, North Carolina 27705
Innkeeper Properties Inc. Durham-North I-85 1542 North Gregson Street, Durham, North Carolina 27701
Naman Wilmington II LLC Fayetteville, NC 2065 Cedar Creek Road, Fayetteville, North Carolina 28312
Hotel One Incorporated Forest City, NC 227 Sparks Drive, Forest City, North Carolina 28043
Guilford Hotel Inc Greensboro Downtown, NC 222 W. McGee Street, Greensboro, North Carolina 27401
Pramukh Hotel Inc. Greensboro/Coliseum Area, NC 3033 W. Gate City Blvd., Greensboro, North Carolina 27403
CFOC Holly Springs NC LLC Holly Springs, NC 1050 S Main Street, Holly Springs, North Carolina 0
Winston Jacksonville Fund Owner LLC Jacksonville, NC 1032 Hampton Inn Way, Jacksonville, North Carolina 28546
Knightdale Ventures LLC Knightdale Raleigh, NC 405 Hinton Oaks Blvd, Knightdale, North Carolina 27545
Creekside Lodgings LLC Lenoir, NC 262 Hotel St., SE, Lenoir, North Carolina 28645
T.M.F. MOORESVILLE LLC Mooresville/Lake Norman, NC 119 Gallery Center Dr., Mooresville, North Carolina 28117
Harrison Inn Corolla LLC Outer Banks/Corolla, NC 333 Audubon Drive, Corolla, North Carolina 27927
Mosaic Hospitality LLC Pittsboro, NC 324 Freedom Parkway, Pittsboro, North Carolina 27312
Quality Oil Company LLC Raleigh Cary Lenovo Center, NC 111 Hampton Woods Lane, Raleigh, North Carolina 27607
Midtown East Hotel LLC Raleigh Midtown, NC 1229 Wake Towne Dr., Raleigh, North Carolina 27609
RALGIC LLC Raleigh/Crabtree Valley, NC 3920 Arrow Drive, Raleigh, North Carolina 27612
Glenwood Hospitality Associates LLC Raleigh/Downtown, NC 600 Glenwood Avenue, Raleigh, North Carolina 27603
RALLOT 1 LLC Raleigh/Durham Airport - Brier Creek, NC 8021 Arco Corporate Drive, Raleigh, North Carolina 27617
Rockingham Lodgings LLC Rockingham, NC 740 East US Highway 74 Business, Rockingham, North Carolina 28379
Shelby Hotel Group LLC Shelby, NC 2001-B East Dixon Boulevard, Shelby, North Carolina 28152
McPeake Triumph LLC Southern Pines/Pinehurst, NC 200 Columbus Drive, Aberdeen, North Carolina 28315
C3 Investments of North Carolina Inc. Southport, NC 4820 Port Loop Road, Southport, North Carolina 28461

EXHIBIT A

Swansboro Ventures LLC Swansboro Near Camp Lejeune, NC 215 Old Hammock Road, Swansboro, North Carolina 28584
Landfall Hotel Group LLC Wilmington/Wrightsville Beach, NC 1989 Eastwood Road, Wilmington, North Carolina 28403
Patco Enterprises of Wilson LLC Wilson-I-95, NC 5606 Lamm Road, Wilson, North Carolina 27896
Tyvola Hospitality Inc. Winston-Salem Downtown, NC 235 North Cherry Street, Winston-Salem, North Carolina 27101
Apple Ten Hospitality Management Inc. Winston-Salem/University Area, NC 309 Summit Square Ct, Winston-Salem, North Carolina 27105

NORTH DAKOTA

Dickinson Lodging Associates LLC Dickinson, ND 110 14th Street West, Dickinson, North Dakota 58601
USH Fargo Ventures LLLP Fargo Medical Center, ND 4776 Agassiz Crossing South, Fargo, North Dakota 58103
GFHIS LLC Grand Forks, ND 2985 42nd Street South, Grand Forks, North Dakota 58201
Roughrider Hospitalities LLP Hampton Inn and Suites Bismarck Northwest 2020 Schafer Street, Bismarck, North Dakota 58501
BKV12 LLC Jamestown, ND 2700 8th Avenue Southwest, Jamestown, North Dakota 58401
Minot Lodging Associates LLC Minot/Airport, ND 1400 North Broadway, Minot, North Dakota 58703
Williston Development Group LLC Williston, ND 1515 14th Street West, Williston, North Dakota 58801

OHIO

Rama Tika Developers LLC Alliance, OH 1831 West State Street, Alliance, Ohio 44601
Tara SPK 108 LLC Ashland, OH 2055 East Main Street, Ashland, Ohio 44805
Jay Jala Hospitality LLC Canal Winchester, OH 700 West Waterloo Street, Canal Winchester, Ohio 43110
Meander Hospitality Group IV LLC Canton, OH 5256 Broadmoor Circle N.W., Canton, Ohio 44709
Studio Suites By Christopher Ltd. Chillicothe, OH 100 North Plaza Blvd., Chillicothe, Ohio 45601
Tylers Place Hotel Company LLC Cincinnati Liberty Township, OH 7320 Tylers Place Blvd, West Chester, Ohio 45069
Hyde Park Hotel Partners LLC Cincinnati Midtown Rookwood, OH 2654 Madison Road, Cincinnati, Ohio 45208
Cincy West Hospitality Cincinnati West, OH 6336 Harrison Avenue, Cincinnati, Ohio 45247
Sycamore Hills LLC Cincinnati/Kenwood, OH 2000 Ronald Reagan Drive, Cincinnati, Ohio 45236
3000 Vine LLC Cincinnati/Uptown-University Area, OH 3024 Short Vine Street, Cincinnati, Ohio 45219
Vine Street Hotel Partners LLC Cincinnati-Downtown, OH 617 Vine Street, Suite A, Cincinnati, Ohio 45202
Dylan Hospitality LLC Cincinnati-Mason, OH 5232 Bardes Road, Mason, Ohio 45040
West Chester Lodging LLC Cincinnati-Union Centre, OH 9266 Schulze Drive, West Chester, Ohio 45069
Beachwood Lodging LLC Cleveland/Beachwood, OH 3840 Orange Place, Beachwood, Ohio 44122
Rock Hotel Ltd. Cleveland/Independence, OH 6020 Jefferson, Independence, Ohio 44131
H1S1 Investments LLC Cleveland/Mentor, OH 5675 Emerald Ct., Mentor, Ohio 44060
Oakwood Hospitality LLC Cleveland/Oakwood Village, OH 23300 Oakwood Commons Drive, Oakwood Village, Ohio 44146
ACS Hotels LLC Cleveland-Arpt/Middleburg Heights, OH 7074 Engle Road, Middleburg Heights, Ohio 44130
Streetsboro Hotel LLC Cleveland-Southeast/Streetsboro, OH 800 Mondial Parkway, Streetsboro, Ohio 0

EXHIBIT A

Aruna Hilliard Hotel LLC and Indus Hilliard Hotel LLC Columbus Hilliard, OH 3950 Lyman Drive, Hilliard, Ohio 43026
Columbus Southeast Hotel Group LLC Columbus Scioto Downs, OH 5950 S. High Street, Columbus, Ohio 43137
Witness Easton LLC Columbus/Easton Area 4150 Stelzer Road, Columbus, Ohio 43230
BuffaloColumbus Lodging LLC Columbus/Polaris, OH 8411 Pulsar Place, Columbus, Ohio 43240
Riverview Hotel JV LLC Columbus/University Area, OH 3160 Olentangy River Road, Columbus, Ohio 43202
NTK Hotel Group II LLC Columbus-Downtown, OH 501 North High Street, Columbus, Ohio 43215
MADH Hospitality LLC Dayton/Airport, OH 180 Rockridge Road, Englewood, Ohio 45322
Orchard Hospitality Corp. Dayton/Vandalia, OH 7043 Miller Lane, Dayton, Ohio 45414
Sunrise Hospitality Elyria LLC Elyria, OH 1795 Lorain Boulevard, Elyria, Ohio 44036
Sunrise Hospitality Inc. Fremont, OH 540 East County Rd 89, Fremont, Ohio 43420
Next Gen Hospitality Inc Mansfield-South @ I-71, OH 2220 South Main Street, Mansfield, Ohio 44907
Woodcrest New Albany LP New Albany Columbus, OH 5220 Forest Drive, New Albany, Ohio 43054
Heritage Inn of Niles LLC Niles/Warren, OH 5581 Youngstown Warren Road, Niles, Ohio 44446
Kelsey Lodging LLC Port Clinton, OH 57 NE Catawba Road, Port Clinton, Ohio 43452
North Coast Inn IV LLC Sandusky/Milan, OH 11608 US RT 250, Milan, Ohio 44846
RK Hospitality LLC Springboro/Dayton Area South, OH 25 Greenwood Lane, Springboro, Ohio 45066
STC Hospitality LLC St. Clairsville, OH 67806 Mall Ring Road, St. Clairsville, Ohio 43950
MCRT2 Toledo Tenant LLC Toledo/Perrysburg, OH 9753 Clark Dr., Rossford, Ohio 43460
Westgate Hospitality LLC Toledo/Westgate, OH 3434 Secor Road, Toledo, Ohio 43606
Hometown Hospitality Group Inc. Wilmington, OH 201 Holiday Drive, Wilmington, Ohio 45177
Tashi Hospitality Inc. Xenia Dayton, OH 194 S. Progress Drive, Xenia, Ohio 45385
Holdings of Michael A. Naffah Youngstown/Canfield, OH 6690 Ironwood Boulevard, Canfield, Ohio 44406

OKLAHOMA

Nickie Inc. Ada, OK 1220 Lonnie Abbott Boulevard, Ada, Oklahoma 74820
Zenith Asset Company LLC Altus, OK 3601 North Main Street, Altus, Oklahoma 73521
Kano Lodging LLC Ardmore, OK 526 Railway Express Street, Ardmore, Oklahoma 73401
Jai Sainath Hotel LLC Claremore, OK 1811 S. Scissortail Avenue, Claremore, Oklahoma 74017
Grace Hotels LLC Elk City, OK 102 Regional Drive, Elk City, Oklahoma 73644
Southside Hotel LLC Enid, OK 511 Demla Court, Enid, Oklahoma 73701
Janki Hotels LLC Guthrie, OK 401 Cimarron Blvd., Guthrie, Oklahoma 73044
4H Hotels LLC Guymon, OK 1202 NE 6th Street, Guymon, Oklahoma 73942
Sonali Hotel Group LLC Lawton, OK 2610 NW Cache Road, Lawton, Oklahoma 73505
Sajnik Lodging LLC McAlester, OK 711 South George Nigh Expressway, McAlester, Oklahoma 74501
Neeha Hotels LLC Moore, OK 614 NW 8th St., Moore, Oklahoma 73160

EXHIBIT A

MeeraNiam LLC Norman Conference Center Area, OK 2300 Conference Drive, Norman, Oklahoma 73069
Apple Nine Hospitality Management Inc. Oklahoma City - Bricktown, OK 300 East Sheridan, Oklahoma City, Oklahoma 73104
Premier Hospitality Group 2 LLC Oklahoma City Airport, OK 4333 SW 15th Street, Oklahoma City, Oklahoma 73108
HIL OKC LLC Oklahoma City/Quail Springs, OK 5400 NW 135th St., Oklahoma City, Oklahoma 73142
Krisha LLC Oklahoma City-South, OK 920 S.W. 77th Street, Oklahoma City, Oklahoma 73139
SHIV Management LLC Pauls Valley, OK 105 South Humphrey Boulevard, Pauls Valley, Oklahoma 73075
HISPONCA LLC Ponca City, OK 2805 N. 14th Street, Ponca City, Oklahoma 74601
Continental Overseas LLC and Bhanumati LLC Pryor, OK 431 MidAmerica Drive, Pryor, Oklahoma 74361
STILLWATER HOLDINGS LLC Stillwater West, OK 615 S. Country Club Road, Stillwater, Oklahoma 74074
Stillwater Hospitality L.L.C. Stillwater, OK 717 East Hall of Fame Avenue, Stillwater, Oklahoma 74075
Stroud Hospitality LLC Stroud, OK 915 W. Ada Webb Dr., Stroud, Oklahoma 74079
One Place Hospitality LLC Tulsa Downtown, OK 211 West 3rd Street, Tulsa, Oklahoma 74103
Leisure Hospitality Inc. Tulsa North/Owasso, OK 9009 North 121st East Avenue, Owasso, Oklahoma 74055
MCRT3 Tulsa Tenant LLC Tulsa South-Bixby, OK 8220 East Regal Place, Tulsa, Oklahoma 74133
Roger's County Hospitality LLC Tulsa/Catoosa, OK 100 McNabb Field Road, Catoosa, Oklahoma 74015
THI Hospitality LLC Tulsa/Central, OK 3418 S. 79th East Avenue, Tulsa, Oklahoma 74145
TULSO LLC Tulsa/Tulsa Hills, OK 7004 S. Olympia Avenue, Tulsa, Oklahoma 74132
71 st Hotel LLC Tulsa-Woodland Hills at 71ST & Memorial, OK 7141 South 85th East Avenue, Tulsa, Oklahoma 74133
CHAR HOTELS LLC Woodward, OK 2814 Williams Avenue, Woodward, Oklahoma 73801

OREGON
Pier 38 Marina RV Park LLC Astoria, OR 201 39th Street, Astoria, Oregon 97103
Hotel Management Services LLC Bend, OR 730 SW Columbia Street, Bend, Oregon 97702
Morgan Lodging LLC Grants Pass, OR 110 NE Morgan Lane, Grants Pass, Oregon 97526
Nichols Hotel LLC Hood River, OR 1 Nichols Parkway, Hood River, Oregon 97031
La Grande Lodging LLC La Grande, OR 2830 Mulholland Drive, La Grande, Oregon 97850
DVKOCR Tigard LLC Portland Tigard, OR 11799 SW 69th Avenue, Tigard, Oregon 97223
WDW Hillsboro Hotel II Delaware LLC Portland/Hillsboro-Evergreen Park, OR 9399 NE Tanasbourne Drive, Hillsboro, Oregon 97124
Apple Nine Hospitality Management Inc. Portland/Pearl District, OR 354 NW 9th Avenue, Portland, Oregon 97209
Hanna Hospitality VII LLC Roseburg, OR 1620 NW Mulholland Dr, Roseburg, Oregon 97470
Salem Hotel Investors LLC Salem, OR 510 Hawthorne Avenue SE, Salem, Oregon 97301

PENNSYLVANIA
Arcadia Hotel Venture No. 2. Inc. Bethlehem, PA 200 Gateway Drive, Bethlehem, Pennsylvania 18017
Mahant Hospitality Blairsville LLC Blairsville, PA 62 Pine Ridge Road, Blairsville, Pennsylvania 15717

EXHIBIT A

California Hotel Associates Inc. California, PA 200 Technology Drive, Coal Center, Pennsylvania 15423
Onix Hospitality Concord LLC Chadds Ford, PA 40 State Farm Drive, Glen Mills, Pennsylvania 19342
Metro Hospitality Cranberry LLC Cranberry Pittsburgh, PA 10015 Pendleton Way, Cranberry Township, Pennsylvania 16066
SSN Ephrata Mountain Springs LLC Ephrata - Mountain Springs, PA 380 East Main Street, Ephrata, Pennsylvania 17522
Scott's Bayfront Hotel LLC Erie/Bayfront, PA 130 East Front Street, Erie, Pennsylvania 16507
Sunnyland Delaware LLC Grove City, PA 4 Holiday Blvd., Mercer, Pennsylvania 16137
Capital Drive Hospitality LLC Harrisburg/North, PA 30 Capital Drive, Harrisburg, Pennsylvania 17110
Park View Hotel LLC Hershey Near the Park, PA 195 Hershey Road, Hummelstown, Pennsylvania 17036
IHM Hershey LLC Hershey, PA 749 E. Chocolate Avenue, Hershey, Pennsylvania 17033
Karma Investments Intercourse LLC Intercourse, PA 3476 Old Philadelphia Pike, Intercourse, Pennsylvania 17534
Ursus Aureus Inc. Kutztown, PA 15080 Kutztown Road, Kutztown, Pennsylvania 19530
Kuber Hospitality LLC Lamar, PA 24 Hospitality Lane, Mill Hall, Pennsylvania 17751
WPAX LTD. Mansfield, PA 98 Dorsett Heights, Mansfield, Pennsylvania 16933
SSN Mt. Joy LLC Mount Joy/Lancaster West, PA 2301 Strickler Road, Manheim, Pennsylvania 17545
Castle Hospitality LLC OH New Castle, PA 2608 W. State Street, New Castle, Pennsylvania 16101
Yardley Hospitality Holdings LLC Newtown, PA 1000 Stony Hill Road, Yardley, Pennsylvania 19067
Irwin Hotel Associates L.P. North Huntingdon-Irwin, PA 8441 Country Club Drive, North Huntingdon, Pennsylvania 15642
Pinnacle HoldingsXVI LLC Philadelphia Montgomeryville, PA 121 Garden Golf Boulevard, North Wales, Pennsylvania 19454
Bensalem Realty Enterprises L.P. Philadelphia/Bensalem, PA 3660 Street Road, Bensalem, Pennsylvania 19020
Pinnacle Holdings II LLC Philadelphia/Media, PA 300 S Beatty Road., Media, Pennsylvania 19063
Settlers Ridge PA Hospitality LLC Pittsburgh Airport Southâ€“Settlers Ridge, PA 5000 Campbells Run Road, Pittsburgh, Pennsylvania 15205
Stanton Hospitality LLC Pittsburgh New Stanton, PA 120 North Rachel Drive, New Stanton, Pennsylvania 15672
Zenith Asset Company IV LLC Pittsburgh/Harmarville, PA 2805 Freeport Road, Pittsburgh, Pennsylvania 15238
Washington Hotels LLC Pittsburgh/Meadow Lands, PA 475 Johnson Road, Washington, Pennsylvania 15301
Zenith Asset Company LLC Pittsburgh/Waterfront-West Homestead, PA 301 West Waterfront Drive, West Homestead, Pennsylvania 15120
The Buncher Company Pittsburgh-Downtown, PA 1247 Smallman Street, Pittsburgh, Pennsylvania 15222
Hospitality W LLC Sharon, PA 58 Winner Lane, West Middlesex, Pennsylvania 16159
Shaner Patton Hotel LLC State College at Williamsburg Square, PA 1955 Waddle Road, State College, Pennsylvania 16803
Bartonsville Inn Suites LLC Stroudsburg Pocono Mountains, PA 700 Commerce Blvd, Stroudsburg, Pennsylvania 18360
Oaks Hotels 2 LLC Valley Forge/Oaks, PA 100 Cresson Boulevard, Phoenixville, Pennsylvania 19460
3291 Market Street LLC Warren, PA 3291 Market Street Extension, Warren, Pennsylvania 16365
SMG Warrington L.L.C. Warrington Horsham, PA 201 Metro Drive, Warrington, Pennsylvania 18976
Millett WilkesBarre Pa LLC Wilkes-Barre/Scranton, PA 876 Schechter Drive, Wilkes-Barre, Pennsylvania 18702
Faxon Inn Suites LLC Williamsport-Faxon Exit, PA 66 Liberty Lane, Williamsport, Pennsylvania 17701
High Hotels Ltd. York/South, PA 2159 South Queen Street, York, Pennsylvania 17402

EXHIBIT A

RHODE ISLAND

WM Hotel Group LLC Newport/Middletown, RI 317 West Main Road, Middletown, Rhode Island 2842
Excel Holdings 17 LLC Providence/Smithfield, RI 945 Douglas Pike, Smithfield, Rhode Island 2917
Bow Hospitality LLC Providence/Warwick-Airport, RI 2100 Post Road, Warwick, Rhode Island 2886
Weybosset Hotel LLC Providence-Downtown, RI 58 Weybosset Street, Providence, Rhode Island 2903

SOUTH CAROLINA

Columbia Sun Hotel LLC Bluffton-Sun City, SC 29 William Pope Drive, Bluffton, South Carolina 29909
International Boulevard Ventures III, LLC Charleston Airport 3020 Montague Avenue, North Charleston, South Carolina 29418
Northbridge Associates, LLC Charleston/Mt. Pleasant Isle of Palms, SC 1104 Isle of Palms Connector, Mount Pleasant, South Carolina 29464
West Ashley Ventures, LLC Charleston/West Ashley, SC 678 Citadel Haven Drive, Charleston, South Carolina 29414
Innkeeper of Hopewell Inc. Clinton, SC 201 East Corporate Center Drive, Clinton, South Carolina 29325
SpringCrossing Hotel LLC Columbia Killian Road, SC 1310 Robertâ€™s Branch Pkwy, Columbia, South Carolina 29203
DRE REIT Opco LLC Columbia/Southeast- Ft. Jackson, SC 201 East Exchange Boulevard, Columbia, South Carolina 29209
Raldex III Inc. Florence Center, SC 3000 West Radio Drive, Florence, South Carolina 29501
Raldex IV Inc. Florence-North/I-95, SC 1735 Stokes Road, Florence, South Carolina 29501
Shreeji Hospitality Investors LLC Fort Mill, SC 1520 Carolina Place Drive, Fort Mill, South Carolina 29708
Vintel Hotel Parkway LLC Greenville Airport, SC 128 The Parkway, Greenville, South Carolina 29615
Innkeeper Motor Lodge West Inc. Greenville/Spartanburg I-85, SC 108 Spartangreen Blvd., Duncan, South Carolina 29334
Greenville RHP Holdings LLC Greenville-Downtown-RiverPlace, SC 171 RiverPlace, Greenville, South Carolina 29601
Hartsville Ventures LLC Hartsville, SC 203 East Carolina Ave., Hartsville, South Carolina 29550
Naman Sunset LLC Lexington Columbia, SC 4751 Sunset Boulevard, Lexington, South Carolina 29072
MHH Myrtle Beach Operating LLC Myrtle Beach/Oceanfront, SC 1801 South Ocean Boulevard, Myrtle Beach, South Carolina 29577
Univeristy Ventures, LLC North Charleston/University Blvd, SC 2688 Fernwood Drive, North Charleston, South Carolina 29406
Naman Orangeburg II LLC Orangeburg, SC 749 Citadel Road, Orangeburg, South Carolina 29118
Serene Hospitality LLC Seneca-Clemson Area, SC 1011 East North 1st Street, Seneca, South Carolina 29678
Vintel Hotel Spartanburg LLC Spartanburg I-26-Westgate Mall, SC 801 Spartan Boulevard, Spartanburg, South Carolina 29301
Naman Walterboro II LLC Walterboro, SC 129 Cane Branch Rd, Walterboro, South Carolina 29488

S

OUTH DAKOTA

Aberdeen Lodging Group L.L.C. Aberdeen, SD 3216 7th Ave. S.E., Aberdeen, South Dakota 57401
Shree Nathji Inc. Brookings, SD 3017 Lefevre Drive, Brookings, South Dakota 57006
Chrisbro IV Inc. Rapid City Rushmore, SD 825 Eglin St, Bldg A, Rapid City, South Dakota 57701
57th Street Lodging Partners Corporation Sioux Falls / Southwest, SD 3701 Avera Drive, Sioux Falls, South Dakota 57108
Watertown Lodging Associates LLC SD Watertown, SD 2720 9th Avenue SE, Watertown, South Dakota 57201

EXHIBIT A

TENNESSEE

Vision Chattanooga 4th Street LLC Chattanooga/Downtown, TN 400 Chestnut Street, Chattanooga, Tennessee 37402
Vision Chattanooga Hamilton Place II LLC Chattanooga-Hamilton Place, TN 2014 Hamilton Place Boulevard, Chattanooga, Tennessee 37421
JS Clarksville Hospitality LLC Clarksville, TN 3091 Clay Lewis Road, Clarksville, Tennessee 37040
Berry Farms Hotel Partners LLC Franklin Berry Farms, TN 7101 Berry Farms Crossing, Franklin, Tennessee 37064
FP Jackson LLC Jackson, TN 150 Campbell Oaks Drive, Jackson, Tennessee 38305
Sachchidanand Hotel Papermill Inc. Knoxville Papermill Drive, TN 601 N Weisgarber Road, Knoxville, Tennessee 37919
Lodgingsmith Hospitality LLC Knoxville/North I-75, TN 5411 Pratt Road, Knoxville, Tennessee 37912
Sachchidanand Hotel Main Street LLC Knoxville-Downtown, TN 618 West Main Street, Knoxville, Tennessee 37902
Farragut Lodging LLC Knoxville-Turkey Creek/Farragut, TN 11340 Campbell Lakes Drive, Knoxville, Tennessee 37934
LEBANON HOTEL LLC Lebanon, TN 1065 Franklin Road, Lebanon, Tennessee 37090
Omkar Associates Manchester, TN 1143 Woodbury Hwy, Manchester, Tennessee 37355
NF V Memphis Inn Op Co LLC Memphis East Germantown area 962 S. Shady Grove Road, Memphis, Tennessee 38120
MHI Germantown HI OpCo LLC Memphis Germantown, TN 1680 S Germantown Rd., Germantown, Tennessee 38138
Apple Nine Hospitality Management Inc. Memphis, at Beale Street, TN 175 Peabody Place, Memphis, Tennessee 38103
Cordova Hotel LLC Memphis-Galleria, TN 2935 N. Germantown Rd., Bartlett, Tennessee 38133
RAMPARIVAR MILLINGTON LLC Millington, TN 8838 U.S. Highway 51 North, Millington, Tennessee 38053
SunRise Hospitality LLC Mt. Juliet, TN 5001 Crossings Circle, Mount Juliet, Tennessee 37122
iGuest LLC Murfreesboro, TN 325 North Thompson Lane, Murfreesboro, Tennessee 37129
Pinnacle Hospitality Partners LLC Nashville at Opryland, TN 230 Rudy Circle, Nashville, Tennessee 37214
CV Hotel Owner LLC Nashville Downtown Capitol View, TN 530 11th Avenue North, Nashville, Tennessee 37203
Nashville Skyline Hotel LP Nashville North Skyline, TN 3451 Dickerson Pike, Nashville, Tennessee 37207
Franklin Hospitality Group LLC Murfreesboro Nashville/Franklin (Cool Springs), TN 7141 South Springs Dr., Franklin, Tennessee 37067
Holdings of Rakesh J. Govindji and Raman G. Dayal Nashville/Goodlettsville, TN 860 Conference Drive, Goodlettsville, Tennessee 37072
ErnstWestern Corporation Nashville/Hendersonville, TN 111 Saundersville Rd, Hendersonville, Tennessee 37075
AHP Real 3 Platform III Nashville 2573 Tenant LLC Nashville/Smyrna, TN 2573 Highwood Blvd, Smyrna, Tennessee 37167
Elite Eight LLC Donelson Investor LLC Nashville-Airport, TN 583 Donelson Pike, Nashville, Tennessee 37214
HIN Manager LLC. Nashville-Downtown, TN 310 4th Avenue South, Nashville, Tennessee 37201
GH Company Nashville-Green Hills, TN 2324 Crestmoor Road, Nashville, Tennessee 37215
2330 Elliston Place SET Ground Lessee LLC Nashville-Vanderbilt-Elliston Place, TN 2330 Elliston Place, Nashville, Tennessee 37203
Saaho Hotel 4 LLC Pigeon Forge on the Parkway, TN 2025 Parkway, Pigeon Forge, Tennessee 37863
B H Lodging LLC Sevierville at Stadium Drive, TN 105 Stadium Drive, Kodak, Tennessee 37764

TEXAS

Abilene Assets LLC Abilene I-20, TX 3526 West Lake Road, Abilene, Texas 79601

EXHIBIT A

FP Allen II LLC Allen, TX 830 West Stacy Road, Allen, Texas 75013
Ram Cinema Drive LLC Amarillo West, TX 2200 Cinema Drive, Amarillo, Texas 79124
Vidhi Hotels Amarillo-East, TX 7777 I-40 East, Amarillo, Texas 79118
PSOF Austin OpCo LLC Austin @ The University/Capitol, TX 1701 Lavaca Street, Austin, Texas 78701
Summit Hotel TRS 117 LLC Austin Downtown, TX 200 San Jacinto Blvd., Austin, Texas 78701
TXHP BUDA 2 OPCO L.L.C. Austin South/Buda, TX 1201 Cabela's Drive, Buda, Texas 78610
Sanjay Enterprises I Ltd. Austin/Cedar Park-Lakeline, TX 10811 Pecan Park Blvd, Austin, Texas 78750
Sungold Lakeway LLC Austin/Lakeway, TX 2013 Ranch Road 620 South, Lakeway, Texas 78734
Austin Airport HPA LLC Austin-Airport, TX 7712 E. Riverside Drive, Austin, Texas 78744
Soft Hotels LLC Bastrop, TX 240 South Hasler Boulevard, Bastrop, Texas 78602
Fortress Lodging L.L.C. Bay City, TX 4617 7th Street, Bay City, Texas 77414
Payal Hotel Enterprises Inc. Big Spring, TX 805 West I-20 Highway, Big Spring, Texas 79720
DL Hotel Investments I LLC Boerne, TX 34935 IH-10 West, Boerne, Texas 78006
Baseren LLC Borger, TX 1415 W Wilson St, Borger, Texas 79007
SRI Hospitality Resorts I LP Brenham, TX 2605 Schulte Boulevard, Brenham, Texas 77833
Jugrasa LLC Brownsville, TX 3000 N. Expressway, Brownsville, Texas 78526
Shivshambu Inc. Buffalo, TX 2624 West Commerce Street, Buffalo, Texas 75831
Mass Hotels LLC Canyon, TX 3101 4th Ave, Canyon, Texas 79015
Central Park Hospitality LLC Cedar Park North Austin, TX 700 Central Park Drive, Cedar Park, Texas 78613
Naci Hospitality LLC. Center, TX 141 Express Boulevard, Center, Texas 75935
4H Hotels LLC Childress, TX 400 Madison Avenue, Childress, Texas 79201
Cleburne Lodging LLC Cleburne, TX 1996 West Henderson Street, Cleburne, Texas 76033
U.S. Lodging L.P. College Station US 6-East Bypass, TX 925 Earl Rudder Freeway South, College Station, Texas 77845
M2 Colleyville Tenant LLC Colleyville DFW Airport West, TX 5300 State HWY 121, Colleyville, Texas 76034
Ohm Guru Krupa L.L.C. Conroe I-45 North, TX 2242 Stoneside Road, Conroe, Texas 77303
ZJZ Hospitality Inc Corpus Christi, TX 5879 South Padre Island Drive, Corpus Christi, Texas 78412
Holdings of Raju G. Bhagat Corpus Christi-I-37/Navigation Blvd., TX 917 North Navigation Boulevard, Corpus Christi, Texas 78408
Sunsmile TX Inc. Corsicana-I-45, TX 623 Bryant's Way, Corsicana, Texas 75109
SV Bhakta LLC Dalhart, TX 700 Liberal Street, Dalhart, Texas 79022
Atrium TRS III L.P. Dallas - Mesquite, TX 1700 Rodeo Drive, Mesquite, Texas 75149
Summit Hotel TRS 158 LLC Dallas Downtown, TX 1700 Commerce Street, Dallas, Texas 75201
SM Jim Miller LLC Dallas East, TX 8605 E R L Thornton Freeway, Dallas, Texas 75228
Dallas West Hospitality LLC Dallas I-30 Cockrell Hill, TX 1718 N Cockrell Hill Rd, Dallas, Texas 75211
Pegasus Lodging Ltd. Dallas Market Center, TX 3051 N Stemmons Freeway, Dallas, Texas 75247
Apple Nine Hospitality Texas Services II Inc. Dallas/Arlington-South (I-20), TX 1100 East I-20, Arlington, Texas 76018

EXHIBIT A

Holdings of Sudarshan Majmudar Dallas/DeSoto, TX 1311 East Centre Park Boulevard, DeSoto, Texas 75115
Randal Frisco Partners LLC Dallas/Frisco North-Fieldhouse USA, TX 6070 Sports Village Road, Frisco, Texas 75033
Airport South Hotels LP Dallas/Ft. Worth Airport South, TX 4201 Reggis Court, Ft Worth, Texas 76155
Shinn Plano Hospitality Ltd. Dallas/Plano-East, TX 2813 E. President George Bush Hwy, Plano, Texas 75074
HI Richardson Holdings LLC Dallas/Richardson, TX 2250 N. Glenville Drive, Richardson, Texas 75082
ADMAR Properties LLC Dallas-Arlington Nrth/Entertainment Dist, TX 2200 Brookhollow Plaza Drive, Arlington, Texas 76006
Atlantic Grapevine Inn LLC Dallas-DFW Airport North-Grapevine, TX 1750 North Highway 121, Grapevine, Texas 76051
Pavansut Hotels III LLC Dallas-DFW Arpt W-SH 183-Hurst, TX 1600 Hurst Town Center Drive, Hurst, Texas 76054
Lowen Vista Ridge I LP Dallas-Lewisville/Vista Ridge Mall, TX 2650 Lake Vista Drive, Lewisville, Texas 75067
Atlantic Colony Venture I LLC Dallas-The Colony, TX 3650 Plano Parkway, The Colony, Texas 75056
TXHP DECATUR OPCO L.L.C. Decatur, TX 110 South U.S. Highway 287, Decatur, Texas 76234
Merchant Hospitality Ltd. Del Rio, TX 2219 Bedell Avenue, Del Rio, Texas 78840
Partners Hotel Group LLC Denison, TX 3415 Ansley Road, Denison, Texas 75020
Shiva Hospitality LLC Denton, TX 1513 Centre Place Drive, Denton, Texas 76205
Dumas Development L.P. Dumas, TX 2010 South Dumas Avenue, Dumas, Texas 79029
SWH Duncanville LLC Duncanville Dallas, TX 202 East Interstate Hwy 20, Duncanville, Texas 75116
Nexgen Hospitality V LLC El Paso-Airport, TX 6635 Gateway Blvd. West, El Paso, Texas 79925
Patelmang LLC El Paso-East, TX 12055 Gateway West Boulevard, El Paso, Texas 79936
VISVAS III LP El Paso-West, TX 6411 South Desert Boulevard, El Paso, Texas 79932
Mira Lago Lodging Group LLC Farmers Branch Dallas, TX 1570 Mira Lago Blvd., Farmers Branch, Texas 75234
Fort Worth Downtown Lodging LLC Fort Worth Downtown, TX 1001 Commerce Street, Fort Worth, Texas 76102
Holdings of Atul Masters Hena Masters Fort Worth/Forest Hill, TX 6555 Park Brook, Forest Hill, Texas 76140
Fossil Creek Hotel LP Fort Worth-Fossil Creek, TX 3850 Sandshell Drive, Fort Worth, Texas 76137
Green Oaks Hospitality LLC Fort Worth-West-I-30, TX 2700 Green Oaks Road, Fort Worth, Texas 76116
Fredericksburg Enterprises Inc. Fredericksburg, TX 515 East Main Street, Fredericksburg, Texas 78624
FP Burleson LLC Ft. Worth-Burleson, TX 13251 Jake Court, Fort Worth, Texas 76028
Gainesville Hospitality Ltd. Gainesville, TX 4325 North Interstate 35, Gainesville, Texas 76240
Krishna Galveston LLC Galveston, TX 6431 Central City Boulevard, Galveston, Texas 77551
Lalani GTTX Holdings LLC Georgetown, TX 160 River Oaks Cove, Georgetown, Texas 78626
Greenville Lodging Ltd. Greenville, TX 3001 Kari Lane, Greenville, Texas 75402
TriCity Hotel LLC Harlingen, TX 1202 Ed Carey Drive, Harlingen, Texas 78550
Krishna Karissa LLC Houston East Beltway 8, TX 14120 Karissa Ct, Houston, Texas 77049
M2 Houston Tenant H LLC Houston I-10 West Park Row, TX 18014 Park Row Drive, Houston, Texas 77084
Sruti Hospitality Inc Houston I-10, TX 5820 Katy Freeway, Houston, Texas 77007
Elite Medical Center Hotel LLC Houston Medical Center NRG, TX 1715 Old Spanish Trail, Houston, Texas 77054

EXHIBIT A

RVS Hospitality Group LLC Houston North IAH 707 North Sam Houston Pkwy East, Houston, Texas 77060
HDP 1960 LLC Houston/Atascocita, TX 19108 Moon Trail Dr, Humble, Texas 77346
AKU Group III Inc. Houston/Clear Lake-NASA Area, TX 506 West Bay Area Blvd., Webster, Texas 77598
KEIV Hospitality LLC Houston/Katy, TX 22055 Katy Freeway, Katy, Texas 77450
Sonorous Two L.L.C. Houston/Pasadena, TX 4741 East Sam Houston Parkway South, Pasadena, Texas 77505
Guru Krishna Corporation Houston/Rosenberg, TX 3312 Vista Drive, Rosenberg, Texas 77471
Royal Hotel Group LLC Houston/Sugar Land, TX 218 Promenade Way, Sugar Land, Texas 77479
Intercontinental Enterprises LLC Houston-Bush Intercontinental Arpt, TX 15831 John F. Kennedy Blvd, Houston, Texas 77032
RS 150 Hospitality LLC Houston-Cypress Station, TX 150 Wagon Point Drive, Houston, Texas 77090
KSSGH 2 LLC Houston-League City, TX 2320 Gulf Freeway South, League City, Texas 77573
Huntsville Hotel Group LLC Huntsville, TX 120 Ravenwood Village Drive, Huntsville, Texas 77340
OVP LLC Hutto Austin, TX 327 Ed Schmidt Boulevard, Hutto, Texas 78634
DFW Plaza Drive LLC Irving DFW Airport North, TX 4500 Plaza Drive, Irving, Texas 75063
RMS HOSPITALITY LLC Irving Hwy 183, TX 701 West Airport Freeway, Irving, Texas 75062
TIG Town Center Hotel LP Keller Town Center, TX 200 Town Center Lane, Keller, Texas 76248
Telephone Investments Inc. La Porte, TX 1328 Highway 146 South, La Porte, Texas 77571
Kilpan I LP Lake Jackson-Clute, TX 1121 Hwy 332, Clute, Texas 77531
ASFIFrisco LLC Legacy Park/Frisco, TX 3199 Parkwood Boulevard, Frisco, Texas 75034
TXHP LONG VIEW 1 OPCO L.L.C. Longview-North, TX 3044 Eastman Road, Longview, Texas 75605
TREEMONT CAPITAL PARTNERS V LP Lubbock University, TX 2828 Marsha Sharp Freeway, Lubbock, Texas 79415
ONYX LUBBOCK HOTEL LLC Lubbock-Southwest, TX 5614 Englewood Avenue, Lubbock, Texas 79424
Lufkin Hospitality Ltd. Lufkin, TX 4400 South First Street, Lufkin, Texas 75901
Trinity Hotel 2 LLC Mansfield, TX 1640 Hwy 287 North, Mansfield, Texas 76063
HIGH FOUR INVESTMENTS LLC McAllen, TX 10 West Expressway 83, McAllen, Texas 78501
NYSA Hotels LLC McKinney, TX 2008 North Central Expressway, McKinney, Texas 75069
Victoria Heights LLC Mission, TX 2505 Victoria Drive, Mission, Texas 78572
JSN Hospitality Group Inc. Missouri City, TX 4909 Highway 6, Missouri City, Texas 77459
Titan Hospitality Ltd. Mt. Pleasant, TX 2504 West Ferguson Road, Mount Pleasant, Texas 75455
Sai Alliance LLC N. Fort Worth-Alliance Arpt, TX 13600 North Freeway, Fort Worth, Texas 76177
Krishna Nacogdoches LLC Nacogdoches, TX 3625 South Street, Nacogdoches, Texas 75964
Holdings of Pinakin Pat Patel New Braunfels, TX 575 Hwy 46 South, New Braunfels, Texas 78130
Meadow Hospitality LP North Dallas Central Expy, TX 10370 North Central Expressway, Dallas, Texas 75231
SCA Northgate One LP North Houston Spring, TX 23523 Northgate Crossing Blvd, Spring, Texas 77373
Palestine Lodging LLC Palestine, TX 2700 South Loop 256, Palestine, Texas 75801
DecoRGV L.L.C. Pharr, TX 300 West Nolana Loop, Pharr, Texas 78577

EXHIBIT A

DFW PLANO HOSPITALITY LLC Plano Dallas, TX 3316 Central Expressway, Plano, Texas 75074
Port A Hospitality LP Port Aransas, TX 2208 Highway 361, Port Aransas, Texas 78373
Krishna Port Arthur LLC Port Arthur, TX 7660 Memorial Blvd., Port Arthur, Texas 77642
Bay Hospitality LLC Port Lavaca, TX 1788 STATE HWY 35 N, Port Lavaca, Texas 77979
JVM Hotel LLC Portland Corpus Christi, TX 1801 Highway 181, Portland, Texas 78374
Xeonic Investment Group Inc. Rockport-Fulton, TX 3677 Highway 35 North, Rockport, Texas 78382
SAT Airport Inc. San Antonio Airport, TX 8902 Jones Maltsberger Rd., San Antonio, Texas 78216
HPTN Brooks City Base LLC San Antonio Brooks City Base Area, TX 8202 City Base Landing, San Antonio, Texas 78235
SAT Live Oak LLC San Antonio Lackland AFB SeaWorld 1719 Cable Ranch Road, San Antonio, Texas 78245
Omsaha Hospitality LLC San Antonio Northwest/Medical Center, TX 11426 IH-10 West, San Antonio, Texas 78230
East CVH San Antonio LLC San Antonio Riverwalk, TX 118 Soledad Street, San Antonio, Texas 78205
B J Hotel LP San Antonio/Northeast I-35, TX 6718 N Interstate 35, San Antonio, Texas 78218
Ace Flores LLC San Antonio-Downtown/Market Square, TX 411 South Flores Street, San Antonio, Texas 78204
TriStar Hotel Group L.P. San Marcos, TX 106 I H 35, San Marcos, Texas 78666
Prados US LLC Schertz, TX 17702 IH-35 North, Schertz, Texas 78154
Selma Thirty Thirty LLC Selma-San Antonio-Randolph AFB Area, TX 14655 IH-35N Access Road, Selma, Texas 78154
Woodlands HI Hotel LLC Shenandoah The Woodlands, TX 18200 I-45 South, Shenandoah, Texas 77384
P N Sherman LLC Sherman, TX 305 N Cornerstone Dr, Sherman, Texas 75092
Sunstone Hospitality Inc. Stephenville, TX 910 South Harbin Drive, Stephenville, Texas 76401
Apple Eight Hospitality Texas Services LLC Texarkana/Central Mall Area, TX 4601 Cowhorn Creek Road, Texarkana, Texas 75503
GO CWH Medical Complex LLC Tomball Houston NW, TX 14100 Medical Complex Drive, Tomball, Texas 77377
Hydra Hotels LLC Trophy Club - Fort Worth North, TX 525 Plaza Drive, Trophy Club, Texas 76262
TrimarkWestgate Apartments LLC and Trimark Tyler Hospitality LLC Tyler-South, TX 8962 S. Broadway Avenue, Tyler, Texas 75703
TXHP WACO 1 OPCO L.L.C. Waco-South, TX 2501 Marketplace Drive, Waco, Texas 76711
Wax Hotels LLC Waxahachie, TX 2010 Civic Center Lane, Waxahachie, Texas 75165
NP Hospitality LLC Weatherford, TX 864 E Interstate 20, Weatherford, Texas 76087
Hiral Anil Patel Partnership Winnie, TX 318 Spur 5, Winnie, Texas 77665

UTAH

Weston Logan Inc. North Logan, UT 207 North Main Street, Logan, Utah 84321
Washington BLVD Group LLC Ogden, UT 2401 Washington Boulevard, Ogden, Utah 84401
Hospice L.C. Orem, UT 851 West 1250 South, Orem, Utah 84058
Shreya Management Inc. Salt Lake City/Farmington, UT 332 Park Lane, Farmington, Utah 84025
Dee's Foothill Investments LLC Salt Lake City/University-Foothill Dr, UT 1345 S. Foothill Drive, Salt Lake City, Utah 84108
West Jordan ATH2017 LLC Salt Lake City/West Jordan, UT 3923 W. Center Park Dr., West Jordan, Utah 84084

EXHIBIT A

Shiv Shakti Hospitality Salt Lake City-Airport, UT 307 North Admiral Byrd Road, Salt Lake City, Utah 84116
SHSpanish Fork LLC Spanish Fork Provo, UT 462 East Commerce Way, Spanish Fork, Utah 84660
Springdale Hospitality LLC Springdale/Zion National Park, UT 1127 Zion Park Boulevard, Springdale, Utah 84767
Sun River Hotel Group LC St. George Sun River, UT 1250 West SunRiver Parkway, St George, Utah 84790

VERMONT
Manchester Hotel Associates II LLC Manchester, VT 4519 Main Street, Manchester, Vermont 5255

VIRGINIA
ALEXANDRIA HOTEL ASSOCIATES L.C. Alexandria Old Town Area South, VA 5821 Richmond Highway, Alexandria, Virginia 22303
NF IVVA SSCI Reagan Suites Op Co LLC Arlington Crystal City DCA, VA 2000 Richmond Highway, Arlington, Virginia 22202
NF V Charlottesville Op Co LLC Charlottesville-at the Univ., VA 900 W. Main Street, Charlottesville, Virginia 22903
Battlefield Hotel LLC Chesapeake-Battlefield Blvd., VA 1421 North Battlefield Boulevard, Chesapeake, Virginia 23320
MRK Hospitality Inc. Chesapeake-Square Mall, VA 4449 Peek Trail, Chesapeake, Virginia 23321
Island Waterfront Hotel Holdings Inc. Chincoteague-Waterfront, VA 4179 Main Street, Chincoteague, Virginia 23336
H3YMB LLC Culpeper, VA 18411 Gate Road, Culpeper, Virginia 22701
AJI US Properties LLC Exmore/Eastern Shore, VA 4129 Lankford Highway, Exmore, Virginia 23350
Seven Corners Hospitality LLC Falls Church, VA 6430 Arlington Boulevard, Falls Church, Virginia 22042
SSN Fort Belvoir LLC Fort Belvoir Alexandria South, VA 8843 Richmond Highway, Alexandria, Virginia 22309
Celebrate 1080 LLC Fredericksburg-at Celebrate Virginia, VA 1080 Hospitality Lane, Fredericksburg, Virginia 22401
SUNRISE FREDERICKSBURG LLC Fredericksburg-South, VA 4800 Market Street, Fredericksburg, Virginia 22408
JAI Herndon Hotel LLC Herndon-Reston, VA 435 Herndon Pkwy, Herndon, Virginia 20170
Leesburg Inn Suites LLC Leesburg, VA 117 Fort Evans Road NE, Leesburg, Virginia 20176
HLA Hotel Inc. Lynchburg, VA 3600 Liberty Mountain Drive, Lynchburg, Virginia 24502
909 Main LLC Newport News (Oyster Point), VA 12251 Jefferson Ave., Newport News, Virginia 23602
Norfolk Hotel II LLC Norfolk-Airport, VA 1511 USAA Drive, Norfolk, Virginia 23502
SP Hotel LLC Richmond Short Pump, VA 12341 West Broad Street, Richmond, Virginia 23233
Nobility Investments LLC Richmond/Glenside, VA 5406 Glenside Drive, Richmond, Virginia 23228
700 Main Master Tenant LLC Richmond-Downtown, VA 700 East Main Street - Suite A, Richmond, Virginia 23219
Nova Glen Allen Hotels LLC Richmond-Virginia Center, VA 1101 Technology Park Dr, Glen Allen, Virginia 23059
DSA Roanoke LLC Roanoke Airport, VA 5033 Valley View Blvd. North, Roanoke, Virginia 24012
South Commonwealth Partners LLC Roanoke-Downtown, VA 27 Church Avenue SE, Roanoke, Virginia 24011
Smithfield Hotel LLC Smithfield, VA 200 Vincents Crossing, Smithfield, Virginia 23430
Dulles Sterling Hospitality LLC Washington/Dulles Int'l Arpt, VA 22700 Holiday Park Drive, Sterling, Virginia 20166
NickNick Inc. Williamsburg-Central, VA 718 Bypass Road, Williamsburg, Virginia 23185

EXHIBIT A

Capitol Landing Hotel Associates L.L.C. Williamsburg-Historic District, VA 911 Capitol Landing Road, Williamsburg, Virginia 23185
P.V.R. Associates L.L.C. Williamsburg-Richmond Rd., VA 1880 Richmond Road, Williamsburg, Virginia 23185
Woodstock Hospitality Group LLC Woodstock, VA 1150 Motel Drive, Woodstock, Virginia 22664

WASHINGTON

Bellevue H LLC Bellevue Downtown-Seattle, WA 11405 Northeast 2nd Place, Bellevue, Washington 98004
HC Kitsap LLC fka Hotel Concepts of Kit Bremerton, WA 150 Washington Avenue, Bremerton, Washington 98337
BDM Properties LLC Burlington, WA 1860 South Burlington Boulevard, Burlington, Washington 98233
Lexmar Hospitality LLC DuPont, WA 800 Station Drive, Dupont, Washington 98327
Swiss Hotel Leavenworth LLC Leavenworth, WA 301 Ward Strasse, Leavenworth, Washington 98826
Glen Black Descendant's Trust Olympia/Lacey, WA 4301 Martin Way E, Olympia, Washington 98516
BHP LLC Pasco/Tri-Cities, WA 6826 Burden Boulevard, Pasco, Washington 99301
Vancouver Hotel Investors LLC Portland/Vancouver, WA 315 SE Olympia Drive, Vancouver, Washington 98684
Lynnwood Inns Inc. Seattle North/Lynnwood, WA 19324 Alderwood Mall Parkway, Lynnwood, Washington 98036
BREIT Federal Way TRS LLC Seattle/Federal Way, WA 31720 Gateway Center Boulevard S., Federal Way, Washington 98003
CHAK LLC Seattle/Kent, WA 21109 66th Avenue South, Kent, Washington 98032
Northgate Lodging LLLP Seattle/Northgate, WA 9550 1st Ave NE, Seattle, Washington 98115
Royal Hospitality Washington LLC Seattle/Redmond, WA 17770 NE 78th Place, Redmond, Washington 98052
Legacy Renton LLC Seattle/Renton, WA 1300 Lake Washington Blvd. North, Renton, Washington 98056
Woodinville Hotel Investors L.L.C. Seattle/Woodinville, WA 19211 Woodinville Snohomish Rd. NE, Woodinville, Washington 98072
Sky Hospitality LLC WA Seattle-Airport/28th Ave 18850 28th Avenue South, SeaTac, Washington 98188
PFHCSHI LLC Seattle-Downtown, WA 700 Fifth Avenue North, Seattle, Washington 98109
Spokane South Medical LLC Spokane Downtown South, WA 675 S McClellan St, Spokane, Washington 99204
Spokane WV Hotel LLC Spokane Valley, WA 16418 E. Indiana Avenue, Spokane Valley, Washington 99216
Hospitality Development Group IV LLC Tacoma, WA 8203 South Hosmer Street, Tacoma, Washington 98408
PVI LLC Tacoma/Puyallup, WA 1515 South Meridian, Puyallup, Washington 98371
Walla Walla Investors LLC Walla Walla, WA 1531 Kelly Place, Walla Walla, Washington 99362

WEST VIRGINIA

Hotel Jefferson Crossing LLC Charles Town, WV 157 Pimlico Drive, Charles Town, West Virginia 25414
Morgantown Hotel Associates LP Morgantown University Towne Centre, WV 325 Granville Square, Morgantown, West Virginia 26501
Parkersburg WV 912 LLC Parkersburg Downtown, WV 920 Emerson Avenue, Parkersburg, West Virginia 26104
Tridelphia Hotel LLC Wheeling - The Highlands, WV 35 Bob Wise Drive, Triadelphia, West Virginia 26059

EXHIBIT A

WISCONSIN

Lake Hallie Lodging LLC Chippewa Falls, WI 12707 30th Avenue, Chippewa Falls, Wisconsin 54729
Grafton Hotel Associates LLC Grafton, WI 1385 Gateway Drive, Grafton, Wisconsin 53024
Hudson Hotel Associates LLC Hudson, WI 2610 Pearson Drive, Hudson, Wisconsin 54016
125th Avenue Hotel LLC Kenosha Pleasant Prairie, WI 7300 125th Avenue, Kenosha, Wisconsin 53142
La Crosse Hotel Group LLC La Crosse/Downtown, WI 511 3rd Street N., La Crosse, Wisconsin 54601
MSNW SPE Hotel II LLC Madison West, WI 483 Commerce Drive, Madison, Wisconsin 53719
Barrett Johnson LLC Madison/Downtown, WI 440 West Johnson Street, Madison, Wisconsin 53703
Prairie Lodging LLC Marshfield, WI 400 West Upham Street, Marshfield, Wisconsin 54449
Keystone Hills LLC Menomonie, WI 2017 Stout Street, Menomonie, Wisconsin 54751
EMA MKE Hotel Operator LLC Milwaukee Downtown, WI 176 W. Wisconsin Avenue, Milwaukee, Wisconsin 53203
West Allis Hotel Ventures Milwaukee West, WI 8201 W. Greenfield Avenue, West Allis, Wisconsin 53214
FFE LLC Milwaukee/Franklin, WI 6901 S. 76th Street, Franklin, Wisconsin 53132
West Bend Hotel Associates LLC West Bend, WI 1975 South 18th Avenue, West Bend, Wisconsin 53095
KSD LLC Wisconsin Dells Lake Delton, WI 921 Wisconsin Dells Parkway South, Wisconsin Dells, Wisconsin 53965

WYOMING

Safari Timberline Hotels LLC Buffalo, WY 85 US Highway 16 East, Buffalo, Wyoming 82834
JJM Hospitality Inc. Casper, WY 1100 N. Poplar Road, Casper, Wyoming 82601
JPK TR CODY LLC Cody, WY 8 Southfork Road, Cody, Wyoming 82414
Jai Jai Mata Douglas Inc. Douglas, WY 1730 Muirfield Ct., Douglas, Wyoming 82633
Wyoming Hotel Holdings LLC Green River, WY 1055 Wild Horse Canyon Road, Green River, Wyoming 82935
WHI PINEDALE LLC Pinedale, WY 55 Bloomfield Avenue, Pinedale, Wyoming 82941
Safari Timberline Hotels LLC Riverton, WY 2500 North Federal Blvd, Riverton, Wyoming 82501

PUERTO RICO

Caribbean Hotel Developers SE San Juan, Puerto Rico 6530 Isla Verde Avenue, San Juan, Puerto Rico

Signed but not yet Open

ALABAMA

Laxminarayan Hospitality LLC Birmingham Downtown Lakeview District, AL 2701 2nd Ave South, Birmingham, Alabama 35233

ARIZONA

Verrado Hospitality LLC Buckeye Phoenix, AZ 21245 W Roosevelt St, Buckeye, Arizona 85326

EXHIBIT A

Holdings of Jeffrey G. Lamont Bullhead City, AR 1300 Silver Creek Rd, Bullhead City, Arizona 86442
HSL Properties Inc. Oro Valley, AZ NWQ of N Oracle Rd and N Innovation, Oro Valley, Arizona 85737
Sunridge Properties Inc. Phoenix Avondale, AZ SWQ of Thomas Rd and Hwy 101, Phoenix, Arizona 85037
ABR Ventures LLC Winslow, AZ NEQ of N Park Dr and North Rd, Winslow, Arizona 86047

ARKANSAS
Pinnacle Hotel Group Inc. Hot Springs Downtown, AR SWQ of Central Avenue & Chapel Stre, Hot Springs, Arkansas 71901
Pinnacle Hotel Group Inc. Osceola, AR SEQ of W. Keiser Ave and Country Cl, Osceola, Arkansas 72370
Cohen Realty Inc. Rogers Bentonville South, AR SEQ of Pinnacle Hills Pkwy and W Bl, Rogers, Arkansas 72758

CALIFORNIA
Heritage Inn of Cabazon LLC Cabazon, CA NWC Thunder Road & Morongo Trail, Cabazon, California 92230
Sater Lemon Grove Group Inc. Delano, CA NEQ of Woollomes Ave and Dover Pkwy, Delano, California 93215
Holdings of Phyllis Shih Diamond Bar Los Angeles, CA 878 Brea Canyon Rd, Diamond Bar, California 91765
Hercules Hospitality LLC Hercules, CA NWQ of Sycamore Ave San Pablo, Hercules, California 94547
Holdings of Jinder Singh Jurupa Valley, CA NEQ of Pyrite Street and Mission Bl, Jarupa Valley, California 92509
VERDANT LAQUINTA LLC La Quinta, CA SWQ of La Quinta Dr and Auto Centre, La Quinta, California 92253
MCH Elsinore LLC Lake Elsinore, CA NEQ of Collier Avenue and 3rd Stree, Lake Elsionor, California 92530
4110 West 3rd Street LLC Los Angeles/Koreatown, CA 301 S. Harvard Blvd 4110 W. 3rd Street, Los Angeles, California 90020
Menifee Real Estate Holding LLC Menifee, CA NEQ of I-215 and Newport Rd, Menifee, California 92584
Pacifica SF Investments LLC Pacifica, CA 70 Oceana Blvd, Pacifica, California 94044
Apple Hill Hospitality LLC Placerville, CA State Highway 50 and Jacquier Road, Placerville, California 95667
Holdings of Harinder Johl Jasdeep Singh Sarwan Johl and Baljit Johl Plymouth, CA 9702 Main St, Plymouth, California 95669
Holdings of ANIL P. PATEL Porterville, CA NEQ of S Jaye St and W Montgomery A, Porterville, California 93257
Holdings of Rupinder Dhillon Ripon, CA NEQ of W Colony Rd and Hoff Dr, Ripon, California 95366
Jaskaran Enterprises Inc. Rocklin, CA 4215 Granite Dr., Rocklin, California 95677
SA Hotel One LP Santa Ana, CA 2129 N. Main St, Santa Ana, California 92706
Ineffable Hospitality Inc. Three Rivers, CA NEQ of Sierra Dr and Old Three Rive, Three Rivers, California 93271
Holdings of Satish Bechar Vacaville, CA 1000 Mason St, Vacaville, California 95688
Excel Vista Hotel LP Vista Carlsbad, CA 760 Shadowridge Drive, Vista, California 92083

COLORADO
Holdings of Amit Patel Denver Airport South, CO NEQ of E 64th Ave & Jackson Gap St, Aurora, Colorado 80019
RIO GRANDE GROUP LLC Durango Downtown Area, CO 402 East 2nd Avenue, Durango, Colorado 81301
Gypsum Hotel Partners Eagle Vail Valley Airport, CO 215 Lindbergh Dr, Gypsum, Colorado 81637
Holdings of Jeffrey G. Lamont Montrose, CO 24 Tributary Street, Montrose, Colorado 81401

EXHIBIT A

JNB Group Colorado LLC Thornton Denver North, CO 13545 Grant Street, Thornton, Colorado 80241

CONNECTICUT

Hari Har Management Inc. North Haven, CT 700 Universal Drive North, North Haven, Connecticut 6473
SBM Hospitality LLC Wallingford Meriden, CT Lot 4, Chalet Drive, Wallingford, Connecticut 6492

FLORIDA

EUROAMERICAN INVESTMENTS LLC. Clearwater Central, FL 2525 Drew Street, Clearwater, Florida 33765
Holdings of Pace Cooper Fort Myers at Bell Tower Shops, FL NEQ of Christania Way and and, Fort Myers, Florida 33907
Burlington Hospitality Inc Hialeah Miami, FL 6650 W 20th Ave, Hialeah, Florida 33016
Inn of Live Oak LLC Live Oak, FL SWQ I-10 and Hwy 129 Interchange, Live Oak, Florida 32060
JL Orlando Hotel 4 LLC Orlando Flamingo Crossings, FL Flamingo Crossings Parcel H-5, Orlando, Florida 32830
BRADFORD TRADING PARTNERS LLC Palm City, FL SEQ of SW Martin Highway and, Palm City, Florida 34990
Arham Partners LLC Panama City Central, FL 2627 Highway 77, Panama City, Florida 32405
SONOC COMPANY LLC Ponte Vedra Nocatee, FL NWQ of Village Lake Dr. and, Ponte Vedra, Florida 32081
L A Hotel Properties LLC Port St. Joe, FL SWQ of Third Street and, Port St Joe, Florida 32456
Cimarron Posada LLC Sanford Orlando, FL SWQ of Red Cleveland Boulevard, Sanford, Florida 32773
Yedla Management Company Inc. Santa Rosa Beach, FL 4379 US HWY 98 W, Santa Rosa Beach, Florida 32459
Rebco Ventures LLC Sarasota Downtown, FL 209 Cocoanut Avenue, Sarasota, Florida 34236
Pinewood BF LLC Tampa South MacDill Air Force Base, FL 3812 Pinewood Street, Tampa, Florida 33616
My Hospitality LLC Venice, FL SEQ of I-75 & Jacaranda Blvd Execut, Venice, Florida 34292

GEORGIA

Bran Hospitality Byron LLC Byron, GA Corner of Cane River and HWY 49, Byron, Georgia 31008
Legacy Hotels LLC Metter, GA 205 Oak Tree Rd., Metter, Georgia 30439
Starlight Hotel Group LLC Social Circle, GA 14491 Hwy 278, Social Circle, Georgia 30025

IDAHO

Meridian Lodging Associates LLC Meridian West Ten Mile, ID NWQ of I-84 and South Ten Mile Rd, Meridian, Idaho 83642

ILLINOIS

Mattoon Hotels LLC Mattoon, IL 1701 Fort Worth Way, Mattoon, Illinois 61938

INDIANA

Madison Hotels LLC Anderson, IN SEQ of I-69 & Scatterfield Rd, Anderson, Indiana 46013

EXHIBIT A

The Inn at Saint Mary's Partners L.P. South Bend, IN NWQ of Brother Andre Dr & I-31, South Bend, Indiana 46637

IOWA
Holdings of Jeffrey G. Lamont Fort Dodge, IA 302 31st Street South, Fort Dodge, Iowa 50501

KENTUCKY
Holdings of Kalpesh Patel Bardstown, KY 160 Lincoln Way, Bardstown, Kentucky 40004
Cowgill Partners L.P. Lexington Hamburg, KY 2550 Winchester Rd, Lexington, Kentucky 40509
JSK Lodging LLC Lexington North, KY 1950 Newtown Pike, Lexington, Kentucky 40511

LOUISIANA
RoPrish Hospitality Holdings LLC Alexandria South, LA NEQ of S MacArthur Dr and Alexandri, Alexandria, Louisiana 71303
3MST Hotels LLC Avondale New Orleans, LA SEQ of Avondale Gardens Rd and Hwy, Avondale, Louisiana 70094
Shree Guru Dutt LLC Baton Rouge Medical Corridor, LA 7931 Summa Ave, Baton Rouge, Louisiana 70809
Holdings of Jitendra Kumar Minden, LA NEQ of Sibley Rd and Industrial Dr, Minden, Louisiana 71055

MAINE
New Gen Ventures Group LLC South Portland, ME 220 Maine Mall Rd., South Portland, Maine 4106

MICHIGAN
Cadillac Hotels LLC Cadillac, MI 3867 Cecil Rd, Cadillac, Michigan 49601
Holdings of Sajid Chaudhry Lansing Downtown, MI NEQ of E Shiawassee St & I-96 (N. Larch Street), Lansing, Michigan 48912
Ludington Hotels LLC Ludington, MI 3667 W US-10, Ludington, Michigan 49431
West Road Hospitality LLC Woodhaven, MI NEQ of West Rd and I-75, Woodhaven, Michigan 48183

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

MISSISSIPPI
Onyx Snowden Grove LLC Southaven Snowden Grove, MS intersection of Snowden Lane and, Southaven, Mississippi 38672

MISSOURI
Holdings of Sheri Steffens Fenton St. Louis, MO 800 South Highway Drive, Fenton, Missouri 63026
crown hospitality LLC Festus, MO Lot 8, Shapiro Dr., Festus, Missouri 63028
JohnH. McHugh Joplin, MO 3010 S Rangeline Rd, Joplin, Missouri 64804

EXHIBIT A

MONTANA
BZN Hotel 2 LLC Belgrade Bozeman Airport, MT 408 Belgrade Blvd., Belgrade, Montana 59714
Bozeman Exchange Associates LLC Bozeman Downtown, MT NWQ of W Main St & N 5th Ave, Bozeman, Montana 59715

NEW JERSEY
KM Hotels LLC Cherry Hill, NJ 2348 Route 70 West, Cherry Hill, New Jersey 8002
Meadowlands Lodging Associates LLC Secaucus Meadowlands, NJ Plaza Drive, Secaucus, New Jersey 7094

NEW YORK
Holdings of Amit Al N. Patel Batavia, NY (TBD) Federal Drive, Batavia, New York 14020

NORTH CAROLINA
KM Hotel LLC Kings Mountain, NC 245 Dixon School Rd., Kings Mountain, North Carolina 28086
Leland Hospitality Ventures LLC Leland Wilmington, NC SWQ of Olde Waterford Way and Olde Regent Way, Leland, North Carolina 28451
Sunset Beach Hospitality Ventures LLC Sunset Beach, NC SWQ of High Market St & Chandlers Lane, Sunset Beach, North Carolina 28468
Surf City Hotel Group LLC Surf City Topsail Beach, NC SWQ of NC Hwy 210 E and Fun Center Dr., Surf City, North Carolina 28443

OHIO
Indus Stringtown Hotel LLC Grove City Columbus, OH 1849 Stringtown Rd, Grove City, Ohio 43123
Holdings of Hsiang Pan Hamilton, OH NEQ of High St & N M.L.K. Jr. Blvd, Hamilton, Ohio 45011
Winderly Group Ltd. Pickerington Columbus East, OH 1895 Winderly Lane, Pickerington, Ohio 43147

OKLAHOMA
Leisure Hospitality Management Inc. Jenks, OK NWQ of E Outlet Dr and S Evanston A, Jenks, Oklahoma 74037

OREGON
Kalyan Corvallis Hotels LLC Corvallis, OR 1860 NE Four Acre Place, Corvallis, Oregon 97330
Hackett Hospitality Group LLC Oregon City, OR 415 17th Street, Oregon City, Oregon 97045

PENNSYLVANIA
Mount Pocono Hotel II LLC Mount Pocono, PA (TBD) Route 940 (41.121495, -75.377, Mount Pocono, Pennsylvania 18344
Lester Enterprises Inc. Philadelphia/Airport South-Essington, PA 535 South Governor Printz Blvd., Lester, Pennsylvania 19029
McSleep Partners II LLC Pittsburgh McCandless, PA (TBD) Dunkin Avenue, McCandless, Pennsylvania 15237
Federal Street Hospitality Associates LP Pittsburgh North Shore, PA 228 Federal Street, Pittsburgh, Pennsylvania 15212

EXHIBIT A

SOUTH CAROLINA

Spring Street Ventures LLC Charleston Spring Street, SC 3246 Spring Street, Charleston, South Carolina 29403
Myrtle CG Investments LLC North Myrtle Beach Oceanfront Cherry Grove, SC 3500 North Ocean Boulevard, North Myrtle Beach, South Carolina 29582
Richburg Systems LLC Richburg, SC 3062 Lancaster HWY, Richburg, South Carolina 29729
OM Ventures 3 LLC Surfside Beach, SC 1100 US-17 BUS, Surfside Beach, South Carolina 29575
York Hotel Group LLC York, SC 13 S Congress St, York, South Carolina 29745

TENNESSEE

Cohen Realty Inc. Arlington, TN Northeast quadrant of Airline Road, Arlington, Tennessee 38002
Brentwood Northumberland Hotel Partners LLC Brentwood Nashville, TN 5630 Franklin Pike Circle, Brentwood, Tennessee 37027
DFH LLC Dyersburg, TN 835 Reelfoot Drive, Dyersburg, Tennessee 38024
RRM Hotel Partners LLC Pigeon Forge Parkway, TN 2850 Parkway, Pigeon Forge, Tennessee 37863

TEXAS

Rillo Investments LLC Amarillo Downtown, TX SEQ of S Buchanan St and SE 10th Av, Amarillo, Texas 79101
Athens Hotel Group LLC Athens, TX NEQ of Hwy 75 and Coleman St, Athens, Texas 75751
RH RA7 Hotel Austin QOZB LLC Austin East Village, TX NWQ of E Yeager Lane and Hulsey Roa, Austin, Texas 78754
Mopac Crossing LLC Austin North Parmer Lane, TX NEQ of N Mopac Expy and W Parmer Ln, Austin, Texas 78727
Vista Host Inc. Austin-North, TX NEQ of I-35 and Parmer Lane, Austin, Texas 78753
Holdings of Sunil Patel El Paso East Loop 375, TX SEQ of Joe Battle Blvd and Montana, El Paso, Texas 79938
Holdings of Vimal Bhakta El Paso Montecillo, TX NEQ of Vin Rambla Dr and Suncrest D, El Paso, Texas 79912
Holdings of Vimal Bhakta El Paso North, TX 9245 Dyer St, El Paso, Texas 79924
Raleigh Investment Group LP Forney, TX NWQ of Hwy 80 and Trailhouse Ln, Forney, Texas 75126
OGC Cowtown Hotel LP Fort Worth Stockyards, TX SWQ of 29th St and Main St, Fort Worth, Texas 76106
Kermit MPS LLC Frisco North Prosper, TX SWQ of Dallas N Tollway and Univers, Frisco, Texas 75034
Firewheel Hospitality LP Garland, TX NEQ of President George Bush Tpke a, Garland, Texas 75040
InVision Hotel Group LLC Hereford, TX SEQ 4th St and W North St, Hereford, Texas 79045
ORANGESTONE LA BRANCH LLC Houston Museum District, TX 5501 La Branch Street, Houston, Texas 77004
Auberge Hospitality LLC Lake Worth, TX 6400 Shady Oaks Manor Drive, Fort Worth, Texas 76135
Holdings of Shashi Vaswani and Priya Vaswani Laredo Airport, TX SEQ of Bob Bullock Loop and Town Ce, Laredo, Texas 78041
Manor Lodging LLC Manor Austin, TX NWQ of Hwy 290 and Gregg Manor Rd, Manor, Texas 78653
Pinnacle Hotel Group Inc. Midlothian, TX NWQ of Hwy 287 and Methodist Way, Midlothian, Texas 76065
Speedway Hotels LLC Northlake Fort Worth, TX SEQ of I-35W and Hwy 114, Northlake, Texas 76262
Holdings of Mirza Beg Plano North Dallas, TX NWQ of George Bush Turnpike and Coi, Plano, Texas 75093
BISHI LLC San Antonio East, TX 6059 IH-10 East, San Antonio, Texas 78219

EXHIBIT A

Shiva Rim SA LLC San Antonio North Loop 1604, TX NEQ of Vance Jackson Rd & Loop 1604, San Antonio, Texas 78257
Resaca Investments Ltd. South Padre Island, TX NEQ of State Park Rd 100 and Beach Access 3, South Padre Island, Texas 78597
Diamond Royal Hospitality LLC Taylor, TX NWQ of Carlos G Parker Blvd and N M, Taylor, Texas 76574

UTAH
H Towers LLC Bryce Canyon, UT 1430 W Jet Dr, Bryce, Utah 84764
Title Holder Exchange No 10 LLC Cedar City, UT 60 South Main St., Cedar City, Utah 84720
Fillmore Hotels LLC Fillmore I15, UT 905 N Main St, Fillmore, Utah 84631
Red Rock Hospitality LLC Hurricane, UT 1760 W State St., Hurricane, Utah 84737

VERMONT
Champlain School Apartments Partnership South Burlington, VT 1068 Williston Road, South Burlington, Vermont 5403

VIRGINIA
DDay Omstay LLC Bedford, VA Intersection of Burks Hill Rd & Tig, Bedford, Virginia 24523
Holdings of Harivadan Patel Rocky Mount, VA Intersection of Grassy Hill Road &, Rocky Mount, Virginia 24151
TOWN CENTER HOTEL LLC Virginia Beach Town Center, VA 4571 Columbus Street, Virginia Beach, Virginia 23462

WASHINGTON
Om Shree Lakshmi Ganesha LLC East Wenatchee, WA 560 Valley Mall Parkway, East Wenatchee, Washington 98802
Paradise Hospitality LLC Hampton Inn Suites by Hilton La Center Ridgefield 2814 NW 319th St, Ridgefield, Washington 98668
Devon Kumar Longview Kelso, WA 1900 7th Avenue, Longview, Washington 98632

WISCONSIN
Kinseth Hospitality Company Inc. Sheboygan, WI NEQ of Hwy 42 and N 40th, Sheboygan, Wisconsin 53081

WYOMING
JPK TR Cheyenne II LLC Cheyenne, WY 1524 W Lincolnway, Cheyenne, Wyoming 82001
KAJ Management Inc. Gillette, WY SWQ of E Boxelder Rd & Butler-Spaeth Rd, Gillette, Wyoming 82718

EXHIBIT B

EXHIBIT B

HAMPTON INN

ALABAMA
Lake Guntersville Hotel LLC, Guntersville, AL, 1321 Gunter Ave, Guntersville, AL 35976, 256-582-2840

ARKANSAS
Honest Hospitality, L.L.C., Hot Springs, AR, 441 Prairie lake Cove, Altamonte Springs, FL 32701, 407-221-5535
C&G Hospitality, LLC, Paragould, AR, 105 Prairie Crossing Cove, Lonoke, AR 72086, 501-676-1423

CALIFORNIA
Apple Nine Hospitality Management Inc., Clovis-Airport North, CA, 814 East Main Street, Richmond, VA 23219, 804-727-6327
GRASS VALLEY PARTNERS, LP, Grass Valley, CA, 770 N Walton Ave. Ste.200, Yuba City, CA 95993, 5306-732-9247
SHILASH PATEL, Hesperia, CA, 4343 Myrtle Ave, Long Beach, CA 90807, 562-572-2029
Garvey Hotel Investment Group, LP, Los Angeles West Covina, CA, 21725 Gateway Center Drive, Diamond Bar, CA 91765, 909-860-6255
YOSEMITE HOTELS III, LLC, Oakhurst-Yosemite, CA, 100 Dunbar Street, Suite 402, Spartanburg, SC 29306, 864-327-4038
MARIN HOSPITALITY, INC., San Rafael, CA, 5262 Diamond Heights Boulevard, #31364, San Francisco, CA 94131, 415-279-4676
WC Hotel LP, Woodland Hills, CA, 10174 Old Grove Road, Suite 200, San Diego, CA 92131, 858-621-4908

COLORADO
Terrapin Tower Road LLC, Denver International Airport, CO, 601 Rio Grande Pl., 117-A, Aspen, CO 81611, 415-378-3119
Terrapin Glenwood 401, LLC, Glenwood Springs, CO, 601 Rio Grande Place, Suite 117-A, Aspen, CO 81611, 415-378-3119
Oliver Companies, Inc., Lakewood Denver Southwest, CO, 525 S Lake Ave #100, Duluth, MN 55802, 218-628-2700

CONNECTICUT
HIT Portfolio II HIL TRS, LLC, Milford, CT, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 647-588-0198
695 Bridgeport Hotel LLC, Shelton, CT, 506 N Sillivan Rd, Ste F, #114, Spokane Valley, WA 99037, 425-223-7295

FLORIDA
SG984 Owner 1 LLC and SG Group Owner 1 LLC, Bonita Springs/Naples-North, FL, 245 Saw Mill River Road, Hawthorne, NY 10532, 914-742-4422
Liberty Ormond LLC, Daytona Ormond Beach, FL, 109 N. Brush Street Suite 260, Tampa, FL 33602, 813-280-2000
130 Sheriff Dr Hotel, LLC, Melbourne-Viera, FL, 1150 Delaware Street, Suite 102, Denver, CO 80204, 425-223-7295
Grand Prix Fixed Lessee LLC, Naples Central, FL, 545 E. Carpenter Frwy., Ste 1400, Irving, TX 75062, 612-388-6271
PHOTAAREP V Lake Nona Owner LP, Orlando Southest Nona, FL, 3500 Lenox Road, Suite 625, Atlanta, GA 30326, 404-953-4955
PNS Hotel Group Ltd., Pensacola-Airport (Cordova Mall Area), FL, 311 Gulf Breeze Parkway, Gulf Breeze, FL 32561, 850-932-9314
Meridian Club LLC, St. Augustine I-95, FL, 2525 Country Road 208, St. Augustine, FL 32092, 317-797-7704
EH Tampa Westshore LLC, Tampa Airport Westshore, FL, 6900 Dallas Parkway, 3rd Floor, Plano, TX 75024, 214-259-7009
NF IV-VA SSCI Tampa CD Op Co, LLC, Tampa Downtown Channel District, FL, 2000 Monach Tower, 3424 Peachtree Road, N.E., Atlanta, GA 30326, 404-419-1000

EXHIBIT B

GEORGIA
IMANI Douglas Property LLC, Douglas, GA, 1101 Pennsylvania Avenue, N.W. Suite 300, Washington DC, 20004, 339-221-2979
AP2 Properties, LLC, Perry, GA, 732 Main Street, Perry, GA 31069, 478-396-8781

ILLINOIS
MPAL HURON, LLC, Chicago Downtown/Magnificent Mile, IL, 566 W. Lake Street, Suite 320, Chicago, IL 60661, 312-755-0751
Umiya Hotel Venture Two, LLC, Joliet I-55, IL, 19718 Kilkenny Avenue, Tinley Park, IL 60487, 708-341-4930
Rantoul 57 Hospitality, LLC, Rantoul, IL, 330 W. Marion Avenue, Forsyth, IL 62535, 217-875-1362

INDIANA
HIT SWN TRS, LLC, Ft. Wayne-Southwest, IN, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 647-588-0198
H.H.B. LLC, Louisville North Clarksville, IN, 100 E. Rivercenter Blvd. Suite 1050, Covington, KY 41011, 859-392-2242
CS17 INDIANA HOTELS, LLC, Merrillville, IN, 300 Lenox Road, Suite G1, Atlanta, GA 30326, 404-581-7502

IOWA
HK Corporation, Keokuk, IA, 3109 N. Ridge Circle, Cedar Falls, IA 50613, 262-893-5570

KENTUCKY
Sarina Management Inc., Franklin, KY, 43933 Pine Court, Freemont, CA 94539, 510-378-0850

LOUISIANA
MIC RLA LLC, Ruston, LA, 202 West Superior Street, Suite 721, Duluth, MN 55802, 218-720-3807

MAINE
Kennebunk Port Hotel LLC, Kennebunk Kennebunkport, ME, 1293 Main Street, Sanford, ME 04073, 207-608-5744
NEW GEN VENTURES GROUP, LLC, Portland, ME, 50 Maine Mall Road, South Portland, ME 04106, 207-371-0070
Capital One Florida Hotel Group, LLC, Portland-Airport, ME, 7411 Windsor View Drive, Spring, TX 77379, 210-843-1443

MARYLAND
AHIP MD Baltimore 8225 Enterprises LLC, Baltimore White Marsh, MD, 810-925 West Georgia Street, Vancouver, British Columbia, Canada V6C 3L2, 604-633-2855

MASSACHUSETTS
SHIELD HOTEL MANAGEMENT, LLC, West Springfield, MA, 63 Myron Street, West Springfield, MA 01089, 413-534-1770

MICHIGAN
Heritage Inn Number XVII, OPCO, L.L.C., Battle Creek, MI, 591 West Putnam Avenue, Greenwich, CT 06830, 203-485-5115
HIT Portfolio I HIL TRS, LLC, Detroit/Madison Heights/South Troy Area, MI, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-286-6884
HIT Portfolio II MISC TRS LLC, East Lansing, MI, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-286-6884

EXHIBIT B

125Eastbay, LLC, Traverse City, MI, 3495 Coolidge Road, East Lansing, MI 48823, 517-337-8900

MINNESOTA
Airlake Hospitality LLC, Lakeville Minneapolis, MN, 2706 James Street, Coralville, IA 52241, 3197527400 ex5 1045
Lakeville Hotel LLC, Lakeville Minneapolis, MN, 3600 Ludington Street, Escanaba, MI 49829, 770-655-8291

MISSOURI
Jayesh Koshiya, Kansas City Airport South, MO, 1645 Swift Avenue, North Kansas City, MO 64116, 917-912-7296
St. Charles Hotel Group LLC, St. Charles St. Peters, MO, 1010 Business Loop 70 W, Columbia, MO 65202, 504-355-7536

NEVADA
FALLON HOTELS LLC, Fallon, NV, 825 East Street, Suite 110, Woodland, CA 95776, 530-405-6020
FALCON PEAK PROPERTIES, LLC, Fernley, NV, 2406 Prater Way, Sparks, NV 89431,
EVERGREEN RENO INDUSTRIAL PARK, LLC, McCarran, NV, 511 NE 138th Avenue, Vancouver, WA 98684, 503-939-6300

NEW JERSEY
FLEMINGTON INVESTORS LP, Flemington, NJ, 1388 Pennsylvania 487, Bloomsburg, PA 17815, 570-327-0111

NEW MEXICO
Terrapin ABQ East Owner 2017, LLC, Albuquerque-University/Midtown, NM, 601 Rio Grande Place, Suite 117-A, Aspen, CO 81611, 415-378-3119
Janak, Inc., Hobbs, NM, 4702 Front Place, Midland, TX 79705, 432-967-3325
Allied Hotels Group L.L.C., Santa Rosa, NM, 3409 E. Tucumcari, Tucumacari, NM 88401, 505-461-1111

NEW YORK
Turf Western Ave. Inc., Albany Western Ave/University Area, NY, 792 Watervliet Shaker Road, Latham, NY 12110, 518-786-0976
Bay Plaza Hospitality Investors, LLC, Bronx New York City, NY, 445 Park Avenue, Floor 9, New York, NY 10022, 917-821-9566
90-75 Sutphin Reality LLC, Jamaica AirTrain JFK, NY, 34-30 Collins Place, Flushing, NY 11354,
Rochester Hotel Group LLC, Rochester-Irondequoit, NY, 89 Old Smalleytown Road, Warren, NJ 07059, 908-334-1300
Schenectady Hotel LLC, Schenectady Downtown, NY, 9333 N. Meridian St., Suite 203, Indianapolis, IN 46260, 317-848-9007

NORTH CAROLINA
ANJAN, L.L.C., Cary, NC, 719 West 15th Street, Suite 11, Washington, NC 27889, 252-974-0439
8419 N Tryon Charlotte LLC, Charlotte University Place, NC, 5910 N. Central Expy, Suite 1600, Dallas, TX 75206, - -
Morganton Hotel Associates LLC, Morganton, NC, One Surrey Court, Columbia, SC 29212, 803-772-2629

OHIO
Oasis Property, Inc., Cincinnati-Kings Island, OH, 180 Pinnacle Peak, Fairfield, OH 45014, 513-616-2159
Widewaters EDR Solon Hotel Company LLC, Cleveland/Solon, OH, 5845 Weidewaters Parkway, Suite 100, East Syracuse, NY 13057, - -

EXHIBIT B

Omkar Enterprise LLC, Columbus I-70 E/Hamilton Rd., OH, 22408 Valley Brook Lane, Strongsville, OH 44149, 216-548-8226
Shanti Stay LLC, Dayton Fairborn Wright Patterson AFB, OH, 7575 Poe Ave, Dayton, OH 45414, 937-716-8888
Marysville Hotels, LLC, Marysville, OH, 2758 Charnwood Drive, Troy, MI 48098, 248-835-2169
Downtown Massillon Hotel, Ltd., Massillon, OH, 75 East Market Street, Akron, OH 44308, 330-253-2748
Stow Hotel Associates, LLC, Stow, OH, 125 West Spring Street, Oxford, OH 45056, 513-523-9415

OKLAHOMA
AHIP OK Chickasha 3004 Enterprises LLC, Chickasha, OK, 800 - 925 West Georgia Street, Vancouver, British Columbia, Canada V6C 3L2, 604-633-2855

OREGON
Jean Valjean LLC, Eugene, OR, 2413 Wood Hollow Drive, Livermore, CA 94550, 925-965-0625
HIT SWN TRS, LLC, Medford, OR, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-286-6884

PENNSYLVANIA
Kautilya Belle Vernon Hotel LLC, Belle Vernon, PA, 118 Waverly Ave, Millington, NJ 07946, - -
Oakview Realty, Carlisle South I-81, PA, 1400 Harrisburg Pike, Suite 9013, Lancaster, PA 17604, 717-419-7228
Shree Hospitality LLC, DuBois, PA, 5159 West Woodmill Dr, Suite 15, Wilmington, DE 19808, 302-985-7939
Moody Natinal Lancaster Frazer MT LLC, Philadelphia Great Valley Malvern, PA, 9655 Katy Freeway, Suite 60000, Houston, TX 77024, 713-273-6614
PHL Hotel Franchisee, LLC, Philadelphia-Int'l Arpt., PA, 1421 West Lewis Street, San Diego, CA 92103, 619-255-8108
AFCFIRST MONROEVILLE LLC, Pittsburgh Monroeville, PA, 222 W. Adams St. Suite 400, Chicago, IL 60606, 312-638-2292
AHIP PA Pitt Airport Enterprises LLC, Pittsburgh-Airport, PA, 401 West Georgia Street, Suite 1660, Vancouver, British Columbia, Canada V6B 5A1, 604-630-3134
Montage Hotel Partners, Scranton at Montage Mountain, PA, 7971 State Route 547, Susquehanna, PA 18847, 570-341-1960
HIT Portfolio I HIL TRS LLC, State College, PA, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-286-6884

SOUTH CAROLINA
OAKLEAF HOSPITALITY, LLC, Lancaster, SC, 105 Rutledge Road, Greenwood, SC 29649, 864-993-4616
Rock South LLC, Rock Hill, SC, 2001 Crocker Rd, Suite 300, Westlake, OH 44145, 440-378-4056
Imperial Investments Chesnee LLC, Spartanburg North I-85, SC, 330 Research Court Suite 200, Peachtree Corners, GA 30092, 678-514-2340

TENNESSEE
Ayers, L.P., Caryville-I-75 Cove Lake State Park, TN, 2309 Jacksboro Pike, LaFollette, TN 37766, 423-871-0323
Vasant G. Hari, Cookeville, TN, 111 Broadway Suite 305, Nashville, TN 37201, 615-277-1090
Hunt Hospitality Milan TN LLC, Milan, TN, 1031 Greystone Park, Jackson, TN 38305, 731-427-4795
Brentwood Northumberland Hotel Partners LLC, Nashville Brentwood I65S, TN, 5000 Meridian Blvd Suite 750, Franklin, TN , 615-550-1270

TEXAS
Krishna Austin LLC, Austin-North at IH-35 and Hwy 183, TX, 7118 Cresta Bulivar, San Antonio, TX 78256, 254-214-0958

EXHIBIT B

RT-Las Colinas Associates, L.P., Dallas/Irving-Las Colinas, TX, 769 Hwy 494, Natchitoches, LA 71457, 210-595-7752
HIT SWN INT NTC TRS, LP, El Paso-Airport, TX, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-286-6884
3SFM LLC, Flower Mound, TX, 972 Park Ridge Dr, Allen, TX 75013, 707-529-4252
MKP Hospitality Group of Texas LLC, Houston-Northwest, TX, 12121 Richmond Ave. Suite 415, Houston, TX 77082, 229-395-5851
Windsor Hotel Group, LLC, Kilgore, TX, 1712 N. Beverly Glen Boulevard, Los Angeles, CA 90007, 929-400-9137
Heritage Inn Number XXI, Opco L.L.C., Lubbock, TX, 591 West Putnam Avenue, Greenwich, CT 06830, 203-485-5115
Midland Platinum LLC, Midland, TX, 1111 Broadway, Suite 300, Nashville, TN 37201, 615-277-1100
HI Stone Oak LLC, San Antonio Stone Oak, TX, 6301 Campus Circle Drive East, Suite 100, Irving, TX 75063, 469-774-0469
Fleurdelis Hospitality Inc., Livingston, TX, 915 E. Grande Blvd., Apt 2201, Tyler, TX 75703, 775-980-7567

VIRGINIA
Springfield Gateway, LLC, Springfield, VA, 115 Park Street SE, Suite 200, Vienna, VA 22180, 703-938-2999

WEST VIRGINIA
HKTV REAL ESTATE, LLC, Ripley, WV, 419 Byrams Ford Drive, Cary, NC 27513, 919-995-5038

WISCONSIN
Burlington Hotel Group, LLC, Burlington, WI, 7040 Industrial Loop, Greendale, WI 53129, 414-858-9330
MKE Hospitality LLC, Milwaukee Airport, WI, 1640 S. Ardmore Avenue, Villa Park, IL 60181, 635193025 ext 1001
Moorland Hospitality Group, LLC, New Berlin Milwaukee, WI, 833 E. Michigan Street, Suite 1000, Milwaukee, WI 53202, 414-727-6840

EXHIBIT B

HAMPTON INN & SUITES

ALABAMA
Alabama Hotel Properties LLC, Montgomery EastChase, AL, 331 Haddon Ct, Franklin, TN 37067, 615-549-0804
WilliamsPrattville Motels Inc., Prattville, AL, 2590 Cobbs Ford Rd, Prattville, AL 36066, 334-285-6767

CALIFORNIA
Jin Hyun Koo and Mnyung Hee Chu Revocable Living Trust Dates December 1, 2010, Bakersfield North-Airport, CA, 38540 Member Club Drive, Murrieta, CA 92563, 951-894-4123
Elk Grove Finance LP, Sacramento-Elk Grove Laguna, CA, 12735 Morris Road Ext, Suite 400, Alpharetta, GA 30004, 678-830-2417
Lee Family Irrevocable Trust Dated November 3, 2008, Santa Ana/Orange County Airport, CA, 4455 Los Feliz Boulevard, Suite 802, Los Angeles, CA 90027, 808-381-3162
Truckee Hotel, LLC, Tahoe/Truckee, CA, 5 3rd Street, Suite 900, San Francisco, CA 94103, 415-728-0772

COLORADO
MHF Denver Operating V LLC, Denver Downtown, CO, 300 Centerville Rd, Suite 300 East, Warwick, RI 02886, 401-886-4484
OCI HIGHLANDS RANCH, LLC, Denver/Highlands Ranch, CO, 525 S. Lake Avenue #100, Duluth, MN 55802, 2186282700 ext 287

CONNECTICUT
Merchant Founders Lodging, LLC, Hartford/East Hartford, CT, One Hartfield Boulevard, #102, East Windsor, CT 06088, 860-623-5444

FLORIDA
Liberty Coral Investments LLC, Cape Coral/Fort Myers, FL, 109 N. Brush Street Suite 260, Tampa, FL 33602, 813-280-2000
Coconut Creeks Hotel L.L.L.P., Coconut Creek, FL, 5414 NW 72nd Ave, Miami, FL 33166, 305-345-6200
Lady Lake Hotel LLC, Lady Lake/The Villages, FL, 109 N. Brush Street Suite 260, Tampa, FL 33602, 813-280-2000
Liberty Seffner Investments LLC, Tampa East (Casino Area), FL, 109 N. Brush Street Suite 260, Tampa, FL 33602, 813-280-2000

ILLINOIS
Midwest Management, Inc., Chicago/Aurora, IL, 2423 Bushwood Drive, Aurora, IL 60506, 630-774-2468

INDIANA
Hospitality Ventures, LLC, Middlebury, IN, 3891 Deer Trail Lane, Danville, CA 94506, 925-275-2100
SCOTTSBURG HOTEL, LLC, Scottsburg, IN, 2595 Eastwood Drive, Columbus, IN 47203, 812-372-6719

IOWA
Apple Ten Hospitality Management, Inc., Cedar Rapids, IA, 814 East Main Street, Richmond, VA 23219, 804-727-6327

MISSISSIPPI
Peachtree Columbus III LLC, Columbus, MS, 3500 Lenox Road, Suite 625, Atlanta, GA 30326, 404-497-4117

EXHIBIT B

NEBRASKA
Southport Lodging, LLC, Omaha Southwest-La Vista, NE, 6007 Norman Road, Lincoln, NE 68512, 402-416-3522

NEW JERSEY
FSG Bridgewater Hotel LLC, Bridgewater, NJ, 1359 Hooksett Road, Hooksett, NH 03106, 603-759-1958

NEW MEXICO
Terrapin NM Operator LLC, Albuquerque Coors Road, NM, 601 Rio Grande Pl., 117-A, Aspen, CO 81611, 415-378-3119
Apple Nine Hospitality Management, Inc., Clovis-Airport North, NM, 814 East Main Street, Richmond, VA 23219, 804-727-6327
Janak, Inc., Hobbs, NM, 4702 Frost Place, Midland, TX 79705, 432-967-3325

NORTH CAROLINA
Sapphire Lodging LLC, Cashiers Sapphire Valley, NC, 3800 Pomfret Lane, Charlotte, NC , 704-806-7615
toringdon Hotel Partners LLC, Charlotte Ballantyne, NC, 8832 Blakeney Profession Drive, Suite 202, Charlotte, NC 28277, 704-724-3707

NORTH DAKOTA
Dave Durell, Fargo Medical Center, ND, 200 Ottawa Avenue, NW, Suite 100, Grand Rapids, MI 49503, 616-336-1027
Minot Hotel Partners LLC, Minot Airport, ND, 1012 Harrison Drive, Minot, ND 58703, 701-839-4328

OHIO
YOR Investments, LLC, Dayton-Airport, OH, 10 Rockridge Road, Englewood, OH 45322, 937-603-1234

OKLAHOMA
Sheridan Properties, Inc., Tulsa/Central, OK, 704 Sweetgum Avenue, Broken Arrow, OK 47012, 918-232-7868

PENNSYLVANIA
Chestnut Ridge Hotel Associates L.P., Blairsville, PA, 2033 Blairmont Dr., Pittsburgh, PA 15241, 724-743-7722
Cranberry Lodging LLC, Cranberry Pittsburgh, PA, 2706 James Street, Coralville, IA 52241, 319-752-7400
WVAFSH4 LP, Ephrata Mountain Springs, PA, 100 Willow Valley Lakes Dr., Willow Street, PA 17584, 717-464-2741
WVAFSH4 LP, Mount Joy-Lancaster West, PA, 100 Willow Valley Lakes Dr., Willow Street, PA 17584, 717-464-2741
Concord Hospitality Enterprises Company, Pittsburgh Airport South-Settlers Ridge, PA, 11410 Common Oaks Drive, Raleigh, NC 27614, 919-455-2900

TENNESSEE
KVNRamani Inc., Millington, TX, 30 Chadwick Dr., Dover, DE 19901, 302-678-5008
Murfreesboro HPA LLC, Murfreesboro, TN, 13135 Dairy Ashford Rd, Ste 560, Sugar Land, TX 77478, 281-275-6842
HIT Portfolio I MISC TRS LLC, Nashville/Franklin (Cool Springs), TN, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-386-6884
Tara of Nashville LLC, Nashville-Airport, TN, 8832 Blakeney Profession Drive, Suite 202, Charlotte, NC 28277, 704-724-3707

EXHIBIT B

TEXAS

HIT SWN INT NTC TRS, LP, El Paso-Airport, TX, 11325 Random Hills Road, Suite 360, Fairfax, VA 22030, 571-286-6884
Sagamore-Fort Worth, LP, Ft. Worth-Alliance Airport, TX, 9616 East A W Tillinghast Road, Scottsdale, AZ 85262, 480-330-1212
Chatham Houston HAS Leaseco LLC, Houston Medical Center NRG, TX, 222 Lakeview Avenue, Suite 200, West Palm Beach, FL 33401, 561-227-1351
Avalon Sugar Land Hospitality, LLC, Houston/Sugar Land, TX, 5 Camden Court, Sugar Land, TX 77479, 281-201-2373
Amazing Dallas Hotel LLC and Ya Xu Living Trust, Plano Dallas, TX, 176 Trillium, Irvine, CA 92618, 347-327-0100

UTAH

ANDROMEDA HOSPITALITY GROUP, INC., Ogden, UT, 4949 South Niagara Street, Denver, CO 80237, 3037853100 ext 122

EXHIBIT C

Hilton

Hilton Franchise Holding LLC
Financial Statements
For the years ended December 31, 2025, 2024 and 2023

Hilton Franchise Holding LLC
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Cherry Bekaert LLP
Your Guide Forward

Report of Independent Auditor

To the Member
Hilton Franchise Holding LLC
McLean, Virginia

Opinion

We have audited the accompanying financial statements of Hilton Franchise Holding LLC (the "Company") which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of comprehensive income and member's equity, and cash flows for the years ended December 31, 2025, 2024, and 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years ended December 31, 2025, 2024, and 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Cherry Bekaert LLP

Tysons Corner, Virginia
March 18, 2026

Hilton Franchise Holding LLC
Balance Sheets
(in thousands)

	December 31, 2025	December 31, 2024
ASSETS		
Current Assets:		
Cash	$ 671	$ 317
Accounts receivable, net of allowance for credit losses of $12,543 and $10,411	135,003	135,970
Due from Hilton affiliates related to franchise deposits	18,232	18,498
Financing receivables, net of allowance for credit losses of $1 and $3,375	185	11,438
Other receivables due from Hilton affiliates	611,550	703,943
Other	293	2,346
Total current assets	765,934	872,512
Non-current Assets:		
Franchise contracts, net	477,506	392,748
Financing receivables, net of allowance for credit losses of $3,842 and $412	24,394	4,626
Other	1,360	11
Total non-current assets	503,260	397,385
TOTAL ASSETS	$ 1,269,194	$ 1,269,897
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Franchise deposits	$ 18,232	$ 18,498
Current intercompany payables	4,450	89,994
Current portion of deferred revenues	44,920	41,598
Current franchise contract acquisition costs payable	31,175	17,120
Other	619	400
Total current liabilities	99,396	167,610
Deferred revenues	540,831	517,282
Franchise contract acquisition costs payable	24,825	8,000
Total liabilities	665,052	692,892
Commitments and contingencies - see Note 7		
Member's Equity:		
Contributed capital	310,000	310,000
Retained earnings	567,745	528,936
Due from Hilton affiliates	(273,637)	(261,959)
Accumulated other comprehensive income	34	28
Total member’s equity	604,142	577,005
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 1,269,194	$ 1,269,897

See notes to financial statements.

Hilton Franchise Holding LLC
Statements of Comprehensive Income and Member's Equity
(in thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
Revenues			
Franchise royalty fees	$ 1,502,299	$ 1,434,453	$ 1,331,169
Franchise sales and change of ownership fees	52,254	49,340	43,294
Franchise termination fees and other	5,514	18,276	2,434
Total revenues	1,560,067	1,502,069	1,376,897
Expenses			
Operating expenses	1,475	1,354	861
Provision for credit losses	2,383	6,248	4,430
Amortization	6,121	3,751	414
Other expenses	3,215	—	—
Total expenses	13,194	11,353	5,705
Operating income	1,546,873	1,490,716	1,371,192
Non-operating income (loss), net	3,225	(2,733)	1,217
Income before taxes	1,550,098	1,487,983	1,372,409
Foreign tax expense	(694)	(412)	(128)
Net income	1,549,404	1,487,571	1,372,281
Other comprehensive income:			
Currency translation adjustment	6	28	1
Total other comprehensive income	6	28	1
Comprehensive income	$ 1,549,410	$ 1,487,599	$ 1,372,282
Member's equity, beginning of year[(1)]	$ 577,005	$ 616,454	$ 662,063
Comprehensive income	1,549,410	1,487,599	1,372,282
Distribution of retained earnings to Hilton affiliates	(1,510,595)	(1,500,000)	(1,400,000)
Increase in due from Hilton affiliates	(11,678)	(27,048)	(17,891)
Member's equity, end of year	$ 604,142	$ 577,005	$ 616,454

(1) For additional information on the components of member's equity, including the activity during the years ended December 31, 2025, 2024 and 2023, see Note 8: Related Party Transactions.

See notes to financial statements.

Hilton Franchise Holding LLC
Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
Operating Activities:			
Net income	$ 1,549,404	$ 1,487,571	$ 1,372,281
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of contract acquisition costs	20,128	16,053	12,897
Amortization expenses	6,121	3,751	414
Franchise contract acquisition costs, net of refunds	(91,692)	(81,063)	(37,185)
Changes in operating assets and liabilities:			
Accounts receivable, net	967	(7,971)	(5,787)
Other receivables due from Hilton affiliates	92,393	64,535	30,383
Other current assets	2,053	(2,269)	(54)
Other current liabilities	219	5	10
Change in other non-current assets	(1,349)	(7)	85
Change in deferred revenues	26,871	34,651	46,130
Change in other long-term liabilities	—	(5,568)	5,405
Change in due from Hilton affiliates related to franchise deposits	266	387	(73)
Change in franchise deposits	(266)	(387)	73
Change in current intercompany payables	(240)	4,690	—
Other	2,632	2,382	(1,470)
Net cash provided by operating activities	1,607,507	1,516,760	1,423,109
Investing Activities:			
Acquisition of franchise contract intangible assets	—	(85,304)	—
Payments received on financing receivables	372	5,254	—
Net cash provided by (used in) investing activities	372	(80,050)	—
Financing Activities:			
Issuance (repayment) of short-term note	(85,304)	85,304	—
Distribution of retained earnings to Hilton affiliates	(1,510,595)	(1,500,000)	(1,400,000)
Increase in due from Hilton affiliates	(11,678)	(27,048)	(17,891)
Net cash used in financing activities	(1,607,577)	(1,441,744)	(1,417,891)
Effect of exchange rate changes on cash	52	3	31
Net increase (decrease) in cash	354	(5,031)	5,249
Cash, beginning of year	317	5,348	99
Cash, end of year	$ 671	$ 317	$ 5,348

See notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

Note 1: Organization

Hilton Franchise Holding LLC ("we," "us," "our" or the "Company") is a Delaware limited liability corporation that was formed on September 12, 2007 and began operations on October 11, 2007. We are a wholly owned subsidiary of Hilton Domestic Operating Company Inc. (the "Parent"), whose equity is indirectly held by Hilton Worldwide Holdings Inc. ("Hilton"). The Company is a franchisor of the Hilton family of brands within the United States ("U.S."), territories of the U.S. and Thailand for franchise contracts executed or amended subsequent to October 24, 2007.

We license intellectual property ("IP"), including brand names, trademarks and service marks, from a wholly owned affiliate of Hilton on a royalty free basis and then license the use of this IP to third-party hotel owners under long-term franchise contracts.

Note 2: Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

Use of Estimates

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates.

Summary of Significant Accounting Policies

Revenue Recognition

Revenues are primarily derived from franchise contracts with third-party hotel owners. Our primary performance obligation in connection with these franchise contracts is related to IP licenses, which grant the right to access our IP, including brand IP, reservations systems and property management systems. This performance obligation is considered to be a series of distinct services transferred over time, for which we receive variable consideration through our franchise royalty fees. While the underlying activities may vary from day to day, the nature of the commitments are the same each day, and the hotel owner can independently benefit from each day's services. We may also receive fixed consideration in connection with other types of fees, which usually represent an insignificant portion of the transaction price. We allocate the variable fees to the distinct services to which they relate by applying the prescribed variable consideration allocation guidance, and we allocate fixed consideration to the related performance obligations based on their estimated standalone selling prices. The terms of the fees earned under the contracts relate to a specific outcome of providing the services (e.g., hotel room sales) to satisfy the performance obligations. Using time as a measure of progress, we recognize fee revenue in the period earned per the terms of the contracts. We do not estimate revenues expected to be recognized related to our unsatisfied performance obligations for our royalty fees since they are considered sales-based royalty fees recognized as hotel room sales occur in exchange for licenses of our IP over the terms of the franchise contracts. We do not typically include extended payment terms in our contracts with customers.

Our revenues consist of the following:

- *Franchise royalty fees* are generally based on a percentage of the hotel's monthly gross room revenue and, in some cases, may also include a percentage of gross food and beverage revenues and other revenues, as applicable. These fees are typically billed and collected monthly, and revenue is generally recognized as services are provided.

- *Franchise sales and change of ownership fees* include application, initiation and other fees that are charged when: (i) new hotels enter our system; (ii) there is a change of ownership of a hotel; or (iii) contracts with hotels already in our system are extended. These fees are typically fixed and collected upfront and are recognized as revenue over the term of the franchise contract. We do not consider this advance consideration to include a significant financing component, since it is used to protect us from the hotel owner failing to adequately complete some or all of its obligations under the contract, including establishing and maintaining the hotel in accordance with our standards.

- *Franchise termination fees* are charged in connection with the termination of a franchise contract by the hotel owner. We generally recognize termination fees in the period in which the payment is received as there usually is no further

service to be provided and due to the uncertainty of collection associated with the termination of the relationship with the hotel owner.

Accounts Receivable and Financing Receivables

Our accounts receivable primarily consist of amounts due from the hotel owners with whom we have franchise contracts. Our financing receivables consist of loans made to certain owners of franchised hotels.

Allowance for Credit Losses

An allowance for credit losses is provided on both accounts receivable and financing receivables. Our expected credit losses are estimated as of the date of the balance sheet, assuming that conditions existing at that time will not change for the remaining life of the asset, and are based on historical collection activity, the nature of the financial instrument, geographic considerations and current and forecasted business conditions.

Franchise Contracts

We capitalize consideration paid to incentivize hotel owners to enter into franchise contracts with us as contract acquisition costs and, together with other incremental costs to obtain franchise contracts, both of which are generally fixed, as franchise contracts, net in our balance sheet. During the year ended December 31, 2024, we recorded franchise contract intangible assets related to the acquisition of the Graduate brand, which will be amortized over an estimated useful life of 15 years (refer to Note 3: "Acquisition" for additional information). Franchise contracts are amortized using the straight-line method over their respective estimated useful lives, which is the contract term, generally including any extension periods that are at our sole option, and are generally 10 to 20 years. Amortization begins on the opening date of the hotel to which the franchise contract relates or the contract execution date, whichever is later. Amortization of franchise contract acquisition costs is recognized as a reduction to franchise royalty fees and amortization of costs to obtain franchise contracts is recognized as amortization expense in our statement of comprehensive income and member's equity. Cash flows for both contract acquisition costs and costs to obtain a contract are included as operating activities in our statement of cash flows. Cash flows for acquired franchise contracts are included as investing activities in our statement of cash flows. We evaluate the carrying value of our franchise contracts for indicators of impairment, and, if such indicators exist, we perform an analysis to determine the recoverability of the carrying value of the asset group by comparing the expected undiscounted future cash flows to the net carrying value of the asset group. If the carrying value of the asset group is not recoverable and it exceeds the estimated fair value of the asset group, we recognize an impairment loss in our statement of comprehensive income and member's equity for the amount by which the carrying value exceeds the estimated fair value. We allocate the impairment loss related to the asset group among the various assets within the asset group pro rata based on the relative carrying values of the respective assets.

Franchise Deposits

Franchise deposits represent application, initiation and other fees that are collected at the time a hotel owner applies for a franchise license. These amounts are recorded as a current liability until the fees become non-refundable, at which time they are reclassified to deferred revenues. In certain cases, if the franchise application is not approved, the fee is recorded as an other current liability in our balance sheet until it is refunded to the applicant, less processing fees, if applicable.

Contract Liabilities

Contract liabilities relate to non-refundable advance consideration received from hotel owners for application, initiation and other fees reclassified from franchise deposits. This consideration received from hotel owners is recognized over the term of the related contract. Our contract liabilities are presented as deferred revenues in our balance sheet.

Fair Value Measurements - Valuation Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date (i.e., an exit price). We use the three-level valuation hierarchy for classification of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from independent sources. Unobservable inputs are inputs that reflect our own assumptions about the data market participants would use in

pricing the asset or liability developed based on the best information available to us in the specific circumstances. The three-tier hierarchy of inputs is summarized below:

- Level 1 - Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 - Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.
- Level 3 - Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

The classification of assets and liabilities within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement in its entirety. Proper classification of fair value measurements within the valuation hierarchy is considered each reporting period. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

Estimates of the fair values of our financial instruments and nonfinancial assets are determined using available market information and appropriate valuation methods. Considerable judgment is necessary to interpret market data and develop the estimated fair values and the classification within the valuation hierarchy. We have not elected the fair value measurement option for any of our financial assets or liabilities.

Acquisitions

We make certain judgments to determine whether a transaction should be accounted for as a business combination or an asset acquisition. These judgments include the assessment of the inputs, processes and outputs associated with an acquired set of activities and whether the fair value of total assets acquired is concentrated to a single identifiable asset or group of similar assets. We account for a transaction as a business combination when the assets acquired include inputs and one or more substantive processes that, together, significantly contribute to the ability to create outputs and substantially all of the total fair value of the assets acquired is not concentrated to a single identifiable asset or group of similar assets. Otherwise, we account for the transaction as an asset acquisition.

When a transaction is accounted for as an asset acquisition, we allocate the cost of the acquisition, including direct and incremental transaction costs, to the individual assets acquired and liabilities assumed based on their relative fair values. We do not recognize any goodwill in an asset acquisition.

Note 3: Acquisition

In May 2024, we completed the acquisition of Graduate franchise contracts, as part of the larger Hilton acquisition of the Graduate brand, and accounted for the transaction as an asset acquisition. As a result, we recorded franchise contract intangible assets at their cost of approximately $85 million.

Note 4: Franchise Contracts

Franchise contracts, net was as follows:

	December 31, 2025		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
		(in thousands)	
Contract acquisition costs	$ 486,558	$ (89,436)	$ 397,122
Franchise contract intangible assets acquired	85,304	(9,005)	76,299
Costs to obtain contracts	7,259	(3,174)	4,085
	$ 579,121	$ (101,615)	$ 477,506

	December 31, 2024		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
		(in thousands)	
Contract acquisition costs	$ 376,063	$ (69,820)	$ 306,243
Franchise contract intangible assets acquired	85,304	(3,317)	81,987
Costs to obtain contracts	7,259	(2,741)	4,518
	$ 468,626	$ (75,878)	$ 392,748

Amortization of our franchise contracts was as follows:

	Year Ended December 31,		
	2025	2024	2023
		(in thousands)	
Recognized as a reduction of franchise royalty fees	$ 20,128	$ 16,053	$ 12,897
Recognized in amortization expense	6,121	3,751	414

Note 5: Fair Value Measurements

The fair values of our financial assets and liabilities are estimated to be equal to their carrying values as of December 31, 2025 and 2024.

Note 6: Income Taxes

Certain U.S. territories require the taxation of payments made for franchise licensing and certain other fees to foreign domiciled entities, which includes those in the U.S. The taxation rates for these payments vary by jurisdiction and in some cases may be exempt from any withholding taxes based on cross-jurisdictional tax relief agreements. In circumstances where we are subject to a tax on payments made for franchise licensing and certain other fees, the franchisee is responsible for the withholding and remittance of these foreign taxes to the local taxing authority. Taxes related to franchise fees are presented as foreign tax expense in our statements of comprehensive income and member’s equity. Taxes that have been withheld that have not been remitted to the local taxing authority are presented as other current liabilities in our balance sheets.

No provision is made in our accounts for U.S. income taxes because for U.S. income tax purposes, we are treated as a disregarded entity and all items of taxable income and expense are included in the computation of taxable income of Hilton. The results of operations reflected in the accompanying statements of comprehensive income and member's equity may differ from amounts reported in Hilton's federal income tax returns because of differences in accounting policies adopted for financial and tax reporting purposes.

Note 7: Commitments and Contingencies

Certain of Hilton's debt obligations, which mature from 2027 to 2034, are unconditionally and irrevocably guaranteed by certain Hilton direct or indirect wholly owned material domestic subsidiaries, which includes us. All of our assets and franchise contracts have been pledged as collateral for the term of the debt agreements. We did not record a guarantee liability related to these guarantees as of December 31, 2025 and 2024 due to the nature of the parent and subsidiary relationship between us and Hilton.

From time to time, we are involved in various claims and lawsuits arising in the ordinary course of business, some of which could include claims for substantial sums. While the ultimate results of claims and litigation cannot be predicted with certainty, we expect that the ultimate resolution of all pending or threatened claims and litigation as of December 31, 2025 will not have a material adverse effect on our financial position, results of operations or cash flows.

Note 8: Related Party Transactions

We maintain intercompany balances with Hilton affiliates, which are the result of Hilton's centralized cash management system, which is not controlled by us. One of these balances relates to franchise deposits, which are collected on our behalf by Hilton affiliates and deposited into a lockbox account to which we have no access. Amounts due from Hilton affiliates related to franchise deposits, if any, are reflected as an asset and are payable to us upon demand. The amounts due from Hilton affiliates

include certain receivables from related parties that are repaid through periodic settlements with simultaneous distributions of our retained earnings to Parent. We expect to continue to settle certain amounts due from Hilton affiliates, with amounts that are expected to be settled within twelve months from the date of the balance sheet recorded as current assets. These amounts are classified as other receivables due from Hilton affiliates. Amounts due from Hilton affiliates that are not expected to be repaid are reflected as a component of member's equity.

During the years ended December 31, 2025, 2024 and 2023, we settled $1.5 billion, $1.5 billion and $1.4 billion of other receivables due from Hilton affiliates, respectively, and simultaneously distributed $1.5 billion, $1.5 billion and $1.4 billion of our retained earnings to Parent, respectively. These settlements of other receivables due from Hilton affiliates are presented as operating activities and the distributions of retained earnings are presented as financing activities in our statements of cash flows for the years ended December 31, 2025, 2024 and 2023.

During the year ended December 31, 2024, as discussed in Note 3: "Acquisition," as part of the acquisition of the Graduate brand, we recorded franchise contract intangible assets. The payment for the franchise contract intangible assets acquired was made by an affiliate of ours, and therefore, we recognized a short-term note payable for the value of the assets acquired by us, which was recorded as current intercompany payables on our balance sheet and settled in February 2025, including accrued interest.

We have an operator agreement with a Hilton affiliate which entitles the Hilton affiliate to receive a reasonable fee as compensation to be established from time to time. For the years ended December 31, 2025, 2024 and 2023, no compensation was provided to the Hilton affiliate.

Note 9: Subsequent Events

We have evaluated all subsequent events through March 18, 2026, the date that the financial statements were available to be issued.

EXHIBIT D

Brand Codes Used in the Franchise Agreement

Apartment Collection by Hilton	AQ
Canopy by Hilton	PY
Curio Collection by Hilton	QQ
DoubleTree by Hilton/DoubleTree Suites by Hilton	DT
Embassy Suites by Hilton	ES
Graduate by Hilton	GU
Hampton Inn by Hilton/Hampton Inn & Suites by Hilton	HAM
Hilton Hotels & Resorts	HFS
Hilton Garden Inn	HGI
Home2 Suites by Hilton	H2
Homewood Suites by Hilton	HWS
LivSmart Studios by Hilton	EY
LXR Hotels & Resorts	OL
Motto by Hilton	UAB
Outset Collection by Hilton	ID
Spark by Hilton	PE
Tapestry by Hilton	UP
Tempo by Hilton	PO
Tru by Hilton	RU
Undergraduate by Hilton	UD

FRANCHISE AGREEMENT

[ENTER HOTEL NAME AND CITY/STATE HERE]

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FRANCHISE AGREEMENT

This Franchise Agreement is entered between Hilton Franchise Holding LLC ("**we**," "**us**," "**our**" or "**Franchisor**") and the Franchisee set forth in the Addendum ("**you**," "**your**" or "**Franchisee**"), and is dated as of the Effective Date. We and you may collectively be referred to as the "**Parties**."

INTRODUCTION

We are an Affiliate of Hilton Worldwide. Hilton Worldwide and its Affiliates own, license, lease, operate, manage and provide various services for the Network. We are authorized to grant licenses for selected, first-class, independently owned or leased hotel properties, to operate under the Brand. You have expressed a desire to enter into this Agreement with us to obtain a license to use the Brand in the operation of **[INSERT FOR AQ:** an apartment hotel**] [INSERT FOR ALL OTHER BRANDS:** a hotel**]** at the address or location described in the Addendum.

NOW, THEREFORE, in consideration of the premises and the undertakings and commitments of each Party to the other Party in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS

The following capitalized terms will have the meanings set forth after each term:

"**Affiliate**" means any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the subject entity.

"**Agreement**" means this Franchise Agreement, including any exhibits, attachments and addenda.

"**Anti-Corruption Laws**" means all applicable anti-corruption, anti-bribery, anti-money laundering, books and records, and internal controls laws.

"**Brand**" means the brand name set forth in the Addendum.

"**Chain Code**" means the code that we use to identify the Brand within our Reservation Service. We may modify, remove, or replace the Chain Code for the Brand at any time in our discretion.

"**Change of Ownership Application**" means the application that is submitted to us by you or the Transferee for a new franchise agreement in connection with a Change of Ownership Transfer.

"**Change of Ownership Transfer**" means any proposed Transfer that results in a change of Control of Franchisee, the Hotel, or the Hotel Site and is not otherwise permitted by this Agreement, all as set out in Subsection 12.2.2.

"**Competing Brand**" means a hotel **[INSERT FOR AQ:** , apartment hotel, or other rental property**]** brand or trade name that, in our sole business judgment, competes with the System, or any System Hotel or Network Hotel.

"**Competitor**" means any individual or entity that, at any time during the Term, whether directly or through an Affiliate, owns in whole or in part, or is the licensor or franchisor of a Competing Brand, irrespective of the number of hotels, apartment hotels, or other rental properties owned, licensed or franchised under such Competing Brand name. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand hotel, apartment hotel, or other rental property, so long as the individual or entity is not the exclusive manager of the Competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its Affiliates is an officer, director, or employee of the Competing Brand, provides services (including as a consultant) to the

Competing Brand, or exercises, or has the right to exercise, Control over the business decisions of the Competing Brand.

"**Construction Commencement Date**" means the date set out in the Addendum, if applicable, by which you must commence construction of the Hotel. For the Hotel to be considered under construction, you must have begun to pour concrete foundations for the Hotel or otherwise satisfied any site-specific criteria for "under construction" set out in the Addendum.

"**Construction Work**" means all necessary action for the development, construction, renovation, furnishing, equipping and implementation of the Plans and Designs for the Hotel.

"**Construction Work Completion Date**" means the date set out in the Addendum, if applicable, by which you must complete construction of the Hotel.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major policy decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise.

"**Controlling Affiliate**" means an Affiliate that directly or indirectly Controls the Hotel and/or Controls the entity that Controls the Hotel.

"**Designs**" means your plans, layouts, specifications, drawings and designs for the proposed furnishings, fixtures, equipment, signs and décor of the Hotel that use and incorporate the Standards.

"**Effective Date**" means the date set out in the Addendum on which this Agreement becomes effective.

"**Equity Interest**" means any direct or indirect legal or beneficial interest in the Franchisee, the Hotel and/or the Hotel Site.

"**Equity Owner**" means the direct or indirect owner of an Equity Interest.

"**Expiration Date**" has the meaning set forth in Section 3.

"**Force Majeure**" means an event causing a delay in our or your performance that is not the fault of or within the reasonable control of the Party claiming Force Majeure. Force Majeure includes fire, floods, natural disasters, Acts of God, war, civil commotion, terrorist acts, any governmental act or regulation beyond such Party's reasonable control. Force Majeure does not include your financial inability to perform, inability to obtain financing, inability to obtain permits, licenses, zoning variances or any other similar events unique to you, or the Hotel, or to general economic downturn or conditions.

"**Government" or "Government Entity**" means any: (i) agency, instrumentality, subdivision or other body of any national, regional, local or other government; (ii) commercial or similar entities owned or controlled by such government, including any state-owned and state-operated companies; (iii) political party; and (iv) public international organization.

"**Government Official**" means: (i) officers and employees of any Government; (ii) officers and employees of companies in which a Government owns an interest; (iii) any private person acting in an official capacity for or on behalf of any Government or Government Entity (such as a consultant retained by a government agency); (iv) candidates for political office at any level; (v) political parties and their officials; (vi) officers, employees, or official representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or International Monetary Fund).

[INSERT FOR HFS: "**Gross Food and Beverage Revenue**" means all revenues (including credit transactions whether or not collected) derived from food and beverage-related operations of the Hotel and associated facilities, and all banquet, reception and meeting room rentals, including all restaurants (unless leased to third-party operators), dining, bar, lounge and retail food and beverage services, at the actual

rates charged, less allowances for any rebates and overcharges, and excluding any sales, hotel, entertainment or similar taxes collected from patrons or guests.

"**Gross Receipts Tax**" means any gross receipts, sales, use, excise, value added or any similar tax.

"**Gross Rooms Revenue**" means all revenues derived from the sale or rental of Guest Rooms (both transient and permanent) of the Hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the Hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), Mandatory Guest Fees, late cancellation fees, and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included in, and not deducted from, the calculation of Gross Rooms Revenue.

"**Guarantor**" means the person or entity that guaranties your obligations under this Agreement or any of Your Hotel Agreements.

"**Guest Rooms**" means each rentable unit in the Hotel generally used for overnight guest accommodations, the entrance to which is controlled by the same key, provided that adjacent rooms with connecting doors that can be locked and rented as separate units are considered separate Guest Rooms. The initial number of approved Guest Rooms is set forth in the Addendum.

"**Hilton Worldwide**" means Hilton Worldwide Holdings Inc., a Delaware corporation (NYSE:HLT).

[INSERT FOR ALL BRANDS EXCEPT AQ: "**Hotel**" means the property you will operate under this Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, and entry, exit, parking and other areas located on the Hotel Site we have approved for your business or located on any land we approve in the future for additions, signs, parking or other facilities.

[INSERT FOR AQ: "Hotel" means the apartment hotel property you will operate under this Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, and entry, exit, parking and other areas located on the Hotel Site we have approved for your business or located on any land we approve in the future for additions, signs, parking or other facilities.**]**

"**Hotel Site**" means the real property on which the Hotel is located or to be located, as approved by us.

"**Hotel Work**" means Construction Work and/or Renovation Work, as the case may be, and the context requires.

"Hotel's Average Monthly Royalty Fees" means: (a) if the Hotel has been operating for at least twenty-four (24) months, the quotient of all Monthly Royalty Fees **[INSERT FOR HFS:** and all Monthly Food and Beverage Fees**]** due under this Agreement for the twenty-four (24) month period immediately preceding the month of termination (the "**Measurement Period**") divided by twenty-four (24); and (b) if the Hotel has not been operating for at least twenty-four (24) months, the quotient of all Monthly Royalty Fees **[INSERT FOR HFS:** and all Monthly Food and Beverage Fees**]** due under this Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date. Any temporary financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps, or fee waivers) are excluded from the calculation of Hotel's Average Monthly Royalty Fees.

With respect to subsection (a) above, if a majority of the Guest Rooms were removed from service or regular Hotel operations were suspended during the Measurement Period for ninety (90) or more consecutive days (for any reason whatsoever, including Force Majeure) (a "**Business Interruption**"), the calendar month(s) in which the Business Interruption(s) occurred will be removed from the Measurement Period, and the Measurement Period will be extended earlier in time by one full calendar month for every whole or partial calendar month in which the Business Interruption(s) occurred. For the avoidance of doubt, if the application

of this clause would lead to the Measurement Period being reduced to less than twenty-four (24) full calendar months, then the calculation in subsection (b) will apply.

"**Improper Payment**" means any transaction in violation of applicable Anti-Corruption Laws.

"**Indemnified Parties**" means us and our Affiliates, and our and their respective predecessors, successors, and assigns, and our and their respective officers, directors, members, managers, employees, and agents.

"**Information**" means all information we obtain from you or about the Hotel or its guests or prospective guests under this Agreement or under any agreement ancillary to this Agreement, including agreements relating to the computerized reservation, revenue management, property management, and other systems we provide or require, or otherwise related to the Hotel. Information includes, but is not limited to, Operational Information, Proprietary Information, and Personal Information.

"**Interim Remedy**" has the meaning set forth in Subsection 13.3.

"**Laws**" means all public laws, statutes, ordinances, orders, rules, regulations, permits, licenses, certificates, authorizations, directions and requirements of all Governments and Government Entities having jurisdiction over the Hotel, Hotel Site or over Franchisee to operate the Hotel, which, now or hereafter, may apply to the construction, renovation, completion, equipping, opening and operation of the Hotel, including Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36.

"**License**" has the meaning set forth in Subsection 2.1.

[SELECT FOR ALL BRANDS EXCEPT OL: "**Liquidated Damages**" has the meaning set forth in Subsections 6.4.4 and 13.4. **[SELECT FOR OL:** "**Liquidated Damages**" has the meaning set forth in Subsection 6.4.4.

"**Management Company**" has the meaning set forth in Subsection 7.1.

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

"**Manual**" means all written compilations of the Standards. The Manual may take the form of one or more of the following: one or more loose-leaf or bound volumes; bulletins; notices; videos; CD-ROMS and/or other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or any other medium capable of conveying the Manual's contents.

"**Marks**" means the Brand and all other business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress and trade names (whether registered or unregistered) used in the System.

"**Monthly Fees**" means, collectively, **[INSERT FOR HFS:** the Monthly Food and Beverage Fee; the Monthly Program Fee and the Monthly Royalty Fee.

[INSERT FOR HFS: "**Monthly Food and Beverage Fee**" means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

"**Monthly Program Fee**" means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

"**Monthly Royalty Fee**" means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

[INSERT FOR ANY MANAGED TO FRANCHISE CONVERSION: "**Mortgage Lender**" means any mortgagee or secured party pursuant to mortgage, deed of trust, trust deed, pledge or encumbrance of, or other security interest in, the Hotel or the Hotel Site.

"**Network**" means the elements, including know-how, that we or our Affiliates designate to distinguish the hotels, inns, conference centers, timeshare or residential properties and other hospitality-related businesses that Hilton Worldwide and/or its subsidiaries own, control, license, lease, operate or manage now or in the future.

"**Network Hotel**" means any hotel, inn, conference center, timeshare or residential property or other hospitality-related business within the Network.

"**Opening Date**" means the day on which we first authorize the opening of the facilities, Guest Rooms or services of the Hotel to the general public under the Brand.

"**Operational Information**" means all information concerning the Monthly Fees, other revenues generated at the Hotel, room occupancy rates, reservation data and other financial and non-financial information we require.

"**Other Business(es)**" means any business activity we or our Affiliates engage in, other than the licensing of the Hotel.

"**Other Hotels**" means any hotel, inn, lodging facility, conference center or other similar business, other than a System Hotel or a Network Hotel.

[INSERT FOR EY, PE, RU: "**Package**" means any specific grouping or selection of furniture, furnishings, fixtures, equipment, amenities, services and/or other supplies that we designate, which must be acquired together as one package, installed and used at the Hotel.

"**Permitted Transfer**" means any Transfer by you or your Equity Owners that does not result in a change of Control of you, the Hotel, or the Hotel Site, as specified in Section 12.2 of this Agreement.

"**Person(s)**" means a natural person or entity.

"**Personal Information**" means any information that: (i) can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

"**PIP**" means property improvement plan.

"**PIP Fee**" means the fee we charge for creating a PIP.

"**Plans**" means your plans, layouts, specifications, and drawings for the Hotel that use and incorporate the Standards.

"**Principal Mark**" is the Mark identified as the Principal Mark in the Addendum.

"**Privacy Laws**" means any international, national, federal, provincial, state, or local law, code, rule or regulation that regulates the processing of Personal Information in any way, including data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules.

"**Proprietary Information**" means all information or materials concerning the methods, techniques, plans, specifications, procedures, data, systems and knowledge of and experience in the development, operation, marketing and licensing of the System, including the Standards and the Manuals, whether developed by us, you, or a third party.

"**Publicly Traded Equity Interest**" means any Equity Interest that is traded on any securities exchange or is quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc., or any of its successors.

"**Renovation Commencement Date**" means the date set out in the Addendum, if applicable, by which you must commence Renovation Work.

"**Renovation Work**" means the renovation and/or construction work, as the context requires, including purchasing and/or leasing and installation of all **[INSERT FOR EY, PE, RU:** Packages,**]** fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Manual, and any other **[INSERT FOR EY, PE, RU:** Packages,**]** equipment, furnishings and supplies that we may require for you to operate the Hotel as set out in any PIP applicable to the Hotel.

"**Renovation Work Completion Date**" means any date set out in the Addendum by which you must complete Renovation Work.

"**Reports**" mean daily, monthly, quarterly and annual operating statements, profit and loss statements, balance sheets, and other financial and non-financial reports we require.

"**Reservation Service**" means the reservation service we designate in the Standards for use by System Hotels.

[INCLUDE ONLY IF RESTRICTED AREA PROVISION GRANTED: "**Restricted Area Provision**" has the meaning set forth in the Addendum.**]**

"**Room Addition Fee**" means a sum equal to the then-current Room Addition Fee charged for new System Hotels multiplied by the number of Additional Guest Rooms you wish to add to the Hotel in accordance with Subsection 6.6.3.

"**Sanctioned Person**" means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this Agreement.

"**Securities**" means any public offering, private placement or other sale of securities in you, the Hotel or the Hotel Site.

"**Site**" means domain names, the World Wide Web, the Internet, computer network/distribution systems, or other electronic communications sites, including mobile applications.

"**Standards**" means all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication. The Standards do not include any personnel policies or procedures that we may, at our option, make available to you. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel Site.

[INSERT FOR ALL BRANDS EXCEPT AQ: "**System**" means the elements, including know-how, that we designate to distinguish hotels operating worldwide under the Brand (as may in certain jurisdictions be

preceded or followed by a supplementary identifier such as "by Hilton") that provide to the consuming public a similar, distinctive, high-quality hotel service. The System currently includes: the Brand, the Marks, the Trade Name, and the Standards; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; and programs for our inspection of the Hotel and consulting with you.

[INSERT FOR AQ: "**System**" means the elements, including know-how, that we designate to distinguish apartment hotels operating worldwide under the Brand (as may in certain jurisdictions be preceded or followed by a supplementary identifier such as "by Hilton") that provide to the consuming public a similar, distinctive, high-quality hotel service. The System currently includes: the Brand, the Marks, the Trade Name, and the Standards; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; and programs for our inspection of the Hotel and consulting with you.

[INSERT FOR ALL BRANDS EXCEPT AQ: "**System Hotels**" means hotels operating under the System using the Brand name and the Standards.

[INSERT FOR AQ: "**System Hotels**" means apartment hotels operating under the System using the Brand name and the Standards.

[DELETE FOR GU, OL, PE, PO, UAB, EY: "**System's Average Monthly Royalty Fees"** means the average Monthly Royalty Fees per Guest Room owed to us by all System Hotels in operation in the United States over the twelve (12) full calendar month period immediately preceding the month of termination (the "**System's Average Measurement Period**"), multiplied by the number of approved Guest Rooms at the Hotel. Any temporary financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps, or fee waivers) are excluded from the calculation of System's Average Monthly Royalty Fees. For the avoidance of doubt, any System Hotel that has not been in operation for at least twelve (12) full calendar months immediately preceding the month of termination is not included in determining the System's Average Monthly Royalty Fees.

In calculating the System's Average Monthly Royalty Fees, if a Business Interruption occurred at any System Hotel(s) during the System's Average Measurement Period, then for such System Hotel(s) the calendar month(s) in which the Business Interruption(s) occurred will be removed from the System's Average Measurement Period, and the System's Average Measurement Period for such System Hotel(s) will be extended earlier in time by one full calendar month for every whole or partial calendar month in which the Business Interruption(s) occurred. If the application of this provision would lead to the System's Average Measurement Period for any System Hotel(s) being reduced to less than twelve (12) full calendar months, then the applicable System Hotel(s) will not be included in determining the System's Average Monthly Royalty Fees.

"**Term**" has the meaning set forth in Section 3.0.

[INSERT FOR OL: "**Termination Fee**" has the meaning set forth in Subsection 13.4**]**

"**Trade Name**" means the name of the Hotel set forth in the Addendum.

"**Trade Restrictions**" means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

"**Transfer**" means in all its forms, any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest.

"**Transferee**" means the proposed new franchisee resulting from a Transfer.

"**Your Hotel Agreements**" means any other agreement between you, or any of your Affiliates, and us, or any of our Affiliates, related to this Agreement, the Hotel and/or the Hotel Site.

[INSERT FOR ID, OL, QQ, UP: "**Your Marks**" means any brand names, business names, copyrights, service marks, trademarks or trade names (whether registered or unregistered) developed or owned by you or your Affiliates, or licensed to you or your Affiliates by a third party other than us or our Affiliates, that are used as part of the Trade Name. **[OR OPTIONAL INSERT FOR ID, OL, QQ, UP TO IDENTIFY SPECIFIC OWNER MARK:** Your Marks includes **[_____]**.**]**

2.0 GRANT OF LICENSE

2.1 Non-Exclusive License. We grant to you and you accept a limited, non-exclusive license to use the Marks and the System during the Term at, and in connection with, the operation of the Hotel in accordance with the terms of this Agreement (the "**License**"). You acknowledge and agree that your right to operate the Hotel under the Brand is subject to the other terms and conditions of this Agreement.

2.2 Reserved Rights.

2.2.1 This Agreement does not limit our right, or the right of our Affiliates, to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, a Competing Brand, or otherwise. We and our Affiliates have the right to engage in any Other Businesses, even if they compete with the Hotel, the System, or the Brand, and whether we or our Affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses.

2.2.2 We may also:

2.2.2.1 add, alter, delete or otherwise modify elements of the System;

2.2.2.2 use or license to others all or part of the System;

2.2.2.3 use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and

2.2.2.4 use the System, the Brand and the Marks in the Other Businesses.

2.2.3 You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty.

[INCLUDE ONLY IF RESTRICTED AREA PROVIDED:
2.3 Restricted Area Provision. The Restricted Area Provision is set forth in the Addendum.**]**

3.0 TERM

The Term shall begin on the Effective Date and will end, without further notice, on the Expiration Date set forth in the Addendum, unless terminated earlier under the terms of this Agreement. You acknowledge and agree that this Agreement is non-renewable and that this Agreement confers on you absolutely no rights of license renewal or extension whatsoever following the Expiration Date.

4.0 OUR RESPONSIBILITIES

We have the following responsibilities to you under this Agreement. We reserve the right to fulfill some or all of these responsibilities through one of our Affiliates or through unrelated third parties, in our sole business judgment. We may require you to make payment for any resulting services or products directly to the provider.

4.1 Training. We may specify certain required and optional training programs and provide these programs at various locations. We may charge you for required training services and materials and for optional training services and materials we provide to you. You are responsible for selecting the personnel to attend such training programs. You are also responsible for all travel, lodging and other expenses you or your employees (or your Management Company's personnel) incur in connection with attending these programs.

4.2 Reservation Service. We will furnish you with the Reservation Service. The Reservation Service will be furnished to you on the same basis as it is furnished to other System Hotels, subject to the provisions of Subsection 13 below. We are not required to furnish you with the Reservation Service for any reservations occurring after the termination or expiration of this Agreement.

4.3 Consultation. We may offer consultation services and advice in areas such as operations, facilities, and marketing, but you will always remain responsible for hiring your employees and the terms and conditions of their employment. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request.

4.4 Marketing.

4.4.1 We will publish (either in hard copy or electronic form) and make available to the traveling public a directory that includes System Hotels. We will include the Hotel in advertising of System Hotels and in international, national and regional marketing programs in accordance with our general practice for System Hotels.

4.4.2 We will use your Monthly Program Fee to pay for various programs to benefit the System and/or the Network, including:

4.4.2.1 advertising, promotion, publicity, public relations, market research, and other marketing programs;

4.4.2.2 developing and maintaining directories of and Internet sites for System Hotels and/or Network Hotels;

4.4.2.3 developing and maintaining the Reservation Service systems and support; and

4.4.2.4 administrative costs and overhead related to the administration or direction of these projects and programs.

4.4.3 We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, and the selection of promotional programs.

4.4.4 We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, and/or other services with any other entity, including any of our Affiliates or third parties.

4.4.5 You acknowledge that Monthly Program Fees are intended for the benefit of the System and the Network and will not simply be used to promote or benefit any one Network Hotel or market.

We will have no obligation in administering any activities paid for with the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Hotel benefits directly or proportionately from such expenditures.

4.4.6 We may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities, as we consider appropriate in our sole business judgment. The aggregate of Monthly Program Fees paid to us by System Hotels and/or Network Hotels does not constitute a trust or "advertising fund" and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other System Hotels and/or other Network Hotels.

4.4.7 We are not obligated to expend funds in excess of the amounts received from System Hotels and/or Network Hotels. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. These Monthly Program Fees do not cover the cost of operating the Hotel in accordance with the Standards.

4.5 Inspections/Compliance Assistance. We will administer a quality assurance program for the System that may include conducting pre-opening and periodic inspections of the Hotel and guest satisfaction surveys and audits to ensure compliance with the Standards. You will permit us to inspect the Hotel without prior notice to you to determine if the Hotel is in compliance with the Standards. You will cooperate with our representatives during these inspections. You will then take all steps necessary to correct any deficiencies within the times we establish. We may charge you quality assurance program fees and charges as set forth in the Standards. You will provide complimentary accommodations for the quality assurance auditor each time we conduct an on-site quality assurance inspection, evaluation, or re-evaluation, or to verify that deficiencies noted in a quality assurance evaluation report or PIP have been corrected or completed by the required dates. Audits conducted under our quality assurance program will not include review or approval of your (or your Management Company's) personnel policies or procedures.

4.6 Manual. We will issue to you or make available in electronic form the Manual and any revisions and updates we may make to the Manual during the Term. You agree to ensure that your copy of the Manual is, at all times, current and up to date. If there is any dispute as to your compliance with the provisions of the Manual, the master copy of the Manual maintained at our principal office will control.

4.7 Equipment and Supplies. We will make available to you for use in the Hotel various purchase, lease, or other arrangements for exterior signs, operating equipment, operating supplies, **[INSERT FOR EY, PE, RU:** Packages**]** and furnishings, which we make available to other System Hotels.

5.0 YOUR RESPONSIBILITIES

5.1 Operational and Other Requirements. You must:

5.1.1 operate the Hotel twenty-four (24) hours a day after the Opening Date;

5.1.2 operate the Hotel using the System, in compliance with this Agreement and the Standards, and in such a manner to provide courteous, uniform, respectable and high quality lodging and other services and conveniences to the public. You acknowledge and agree that: (a) you have exclusive day-to-day control of the business and operation of the Hotel (including hiring your employees and the terms and conditions of their employment); (b) although we provide the Standards, we do not in any way possess or exercise day-to-day control of the business and operation of the Hotel; (c) we do not dictate nor control labor or employment matters for you or your employees; nor do we reserve any right or authority to do so; and (d) we are not responsible for the safety and security of your employees or guests;

5.1.3 comply with the Standards, including our specifications for all supplies, products and services. We may require you to purchase a particular brand of product or service to maintain the common identity and reputation of the Brand, and you will comply with such requirements. Unless we

specify otherwise, you may purchase products from any authorized source of distribution; however, we reserve the right, in our business judgment, to enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors;

5.1.4 install, display, and maintain signage displaying or containing the Brand name and other distinguishing characteristics in accordance with Standards we establish for System Hotels;

5.1.5 comply with our Standards for the training of personnel involved in the operation of the Hotel, including completion by your (or your Management Company's) key personnel of the Hotel of a training program for operation of the Hotel under the System, at locations we designate. You will pay us all fees and charges, if any, we require for your personnel to attend these training programs. You are responsible for selecting the personnel to attend such training programs. You are also responsible for all travel, lodging and other expenses you or your employees (or your Management Company's personnel) incur in connection with attending these programs. You acknowledge and agree that when we provide training, we provide the training content that we deem necessary and appropriate for the business functions of the Hotel so that it may operate in accordance with our Standards; and we do not direct or supervise your personnel, or have, retain, or exercise any control over your (or your Management Company's) personnel or personnel policies or procedures in any manner;

5.1.6 purchase and maintain property management, revenue management, in-room entertainment, telecommunications, high-speed internet access, and other computer and technology systems that we designate for the System or any portion of the System based on our assessment of the long-term best interests of System Hotels, considering the interest of the System as a whole;

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

5.1.8 participate in and pay all charges in connection with all required System guest complaint resolution programs, which programs may include chargebacks to the Hotel for guest refunds or credits and all required System quality assurance programs, such as guest comment cards, customer surveys and mystery shopper programs. You must maintain minimum performance Standards and scores for quality assurance programs we establish;

5.1.9 honor all nationally recognized credit cards and credit vouchers issued for general credit purposes that we require and enter into all necessary credit card and voucher agreements with the issuers of such cards or vouchers;

5.1.10 participate in and use the Reservation Service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the Reservation Service. The only reservation service or system you may use for outgoing reservations referred by or from the Hotel to other Network Hotels will be the Reservation Service or other reservation services we designate;

5.1.11 comply with Laws and, on request, give evidence to us of compliance;

5.1.12 participate in, and promptly pay all fees, commissions and charges associated with, all travel agent commission programs and third-party reservation and distribution services (such as airline reservation systems), all as required by the Standards and in accordance with the terms of these programs, all of which may be modified;

5.1.13 not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Hotel with any Other Hotel or related business, without our prior written consent. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels or Network Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels and Network Hotels, and allow advertising and promotion only of System Hotels and Network Hotels on the Hotel Site, unless we specifically direct you to include advertising or promotion of Other Hotels;

5.1.14 treat as confidential the Standards, the Manual and all other Proprietary Information. You acknowledge and agree that you do not acquire any interest in the Proprietary Information other than the right to utilize the same in the development and operation of the Hotel under the terms of this Agreement. You agree that you will not use the Proprietary Information in any business or for any purpose other than in the development and operation of the Hotel under the System and will maintain the absolute confidentiality of the Proprietary Information during and after the Term. You will not make unauthorized copies of any portion of the Proprietary Information; and will adopt and implement all procedures we may periodically establish in our business judgment to prevent unauthorized use or disclosure of the Proprietary Information;

5.1.15 own fee simple title (or long-term ground leasehold interest for a term equal to the Term) to the real property and improvements that comprise the Hotel and the Hotel Site, or alternatively, at our request, cause the fee simple owner, or other third party acceptable to us, to provide its guaranty covering all of your obligations under this Agreement in form and substance acceptable to us;

5.1.16 maintain legal possession and control of the Hotel and Hotel Site for the Term and promptly deliver to us a copy of any notice of default you receive from any mortgagee, trustee under any deed of trust, or ground lessor for the Hotel, and on our request, provide any additional information we may request related to any alleged default;

5.1.17 not directly or indirectly conduct, or permit by lease, concession arrangement or otherwise, gaming or casino operations in or connected to the Hotel or on the Hotel Site, or otherwise engage in any activity which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by us or our Affiliates, or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of us or any of our Affiliates;

5.1.18 not directly or indirectly conduct or permit the marketing or sale of timeshares, vacation ownership, fractional ownership, condominiums or like schemes at, or adjacent to, the Hotel. This restriction will not prohibit you from directly or indirectly conducting timeshare, vacation ownership, fractional ownership, or condominium sales or marketing at and for any property located adjacent to the Hotel that is owned or leased by you so long as you do not use any of the Marks in such sales or marketing efforts and you do not use the Hotel or its facilities in such sales and marketing efforts or in the business operations of the adjacent property;

5.1.19 participate in and pay all charges related to our marketing programs (in addition to programs covered by the Monthly Program Fee), all loyalty or frequent guest programs we require, and any optional programs that you opt into;

5.1.20 honor the terms of any discount or promotional programs (including any loyalty or frequent guest program) that we offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award certificates issued to Hotel guests participating in these programs;

5.1.21 participate in and pay all charges related to other programs that we require pursuant to the Standards (in addition to programs covered by the Monthly Program Fee), and any optional programs that you opt into;

5.1.22 after the Effective Date, maintain, at your expense, insurance of the types and in the minimum amounts we specify in the Standards. All such insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Standards, and carry the endorsements and notice requirements we specify in the Standards. If you fail or neglect to obtain or maintain the insurance or policy limits required by this Agreement or the Standards, we have the option, but not the obligation, to obtain and maintain such insurance without notice to you, and you will immediately on our demand pay us the premiums and cost we incur in obtaining this insurance;

5.1.23 not share the business operations and Hotel facilities with any Other Hotel or other business or use them for any purpose other than operating a System Hotel;

5.1.24 provide to us information we reasonably request about any proposed lease or sublease of commercial space, or other concession arrangements, in the Hotel in the ordinary course of business, so that we may review and approve the nature of the proposed business, including the proposed brand and concept, in compliance with our then-current Standards for System Hotels;

5.1.25 promptly provide to us all information we reasonably request about you and your Affiliates (including your respective beneficial owners, officers, directors, shareholders, partners or members) and/or the Hotel, title to the property on which the Hotel is constructed and any other property used by the Hotel;

5.1.26 not engage in any tenant-in-common syndication or Transfer of any tenant-in-common interest in the Hotel or the Hotel Site;

5.1.27 not, and ensure that your Equity Owners with controlling Equity Interests, Affiliates, employees, and Management Company do not, engage in any conduct which we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

5.1.28 obtain our approval to charge any Mandatory Guest Fees at the Hotel in accordance with the Standards and subject to our requirements for granting such approval; and

5.1.29 **[FOR AQ INSERT**: not become a Competitor or permit your Affiliate to become a Competitor.] **[FOR ALL OTHER BRANDS INSERT**: not become a Competitor, or permit your Affiliate to become a Competitor, in the **[INSERT FOR OL:** luxury **[INSERT FOR GU, PY, ES, HFS, QQ:** upper upscale **[INSERT FOR DT, HGI, HWS, ID, PO, UP:** upscale **[INSERT FOR HAM, HIS, H2, UAB, UD:** upper midscale **[INSERT FOR EY, RU:** midscale **] [INSERT FOR PE:** economy or midscale**]** hotel market segment, or any substantially equivalent market segment, as determined by STR, LLC and its affiliates (collectively "**STR**") (or, if STR is no longer in existence, STR's successor or other such industry resource that is as equally as reputable as STR). **[FOR AQ, ID, OL, QQ, UP, REPLACE "." WITH:** ; and **]**

5.1.30 **[INSERT FOR AQ, ID, OL, QQ, UP:** not, and ensure that your Affiliates do not, allow any Competitor to use Your Marks without our prior written approval.**]**

5.2 **Room Rates and Pricing**. Subject to Section 5.1, you are responsible for setting your own rates for Guest Rooms and prices for any other products or services offered at, from, or in connection with the Hotel. However, we may: (a) proscribe certain types of charges or billing practices; (b) establish maximum rates and prices for marketing and promotions as permitted by Laws; (c) require that the rates and prices you advertise through certain distribution channels be the same as or better than the rates and prices you advertise through other distribution channels; (d) require you to participate in certain revenue or inventory management programs that we provide; and/or (e) impose other pricing requirements as required or permitted by Laws. In addition, we may suggest room rates and pricing policies to the extent permitted by Laws but have no obligation to do so. We do not represent or warrant that any rates or pricing policies

that we suggest will produce, increase, optimize, or otherwise affect your Hotel's revenue and we have no liability in connection with such suggestions.

6.0 HOTEL WORK

6.1 Necessary Consents.

6.1.1 You must obtain our prior written consent before retaining or engaging any architect, interior designer, general contractor and major subcontractors for the Hotel, which consent will not be unreasonably withheld.

6.1.2 Plans and Designs must be submitted to us in accordance with the schedule specified in the Addendum, or any PIP attached to this Agreement.

6.1.3 You shall not commence any Hotel Work unless and until we have issued our written consent in respect of the Plans and Designs, which consent will not be unreasonably withheld.

6.1.4 Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Laws related to accessibility/accommodations/facilities for those with disabilities. You are solely responsible for ensuring that the Plans and Designs (including Plans and Designs for Hotel Work) comply with our then-current Standards, the Manual, **[INSERT FOR EY, PE, RU:** our Package requirements, and all Laws.

6.1.5 Once we have provided our consent to the Plans and Designs, no change may be made to the Plans or Designs without our prior written consent. By consenting to the Plans and Designs, or any changes or modifications to the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility or liability for the suitability of the Plans and Designs or the resulting Hotel Work.

6.2 Initial Hotel Work. You will perform or cause the Hotel Work to be performed in accordance with this Agreement, the approved Plans and Designs, **[INSERT FOR EY, PE, RU:** the approved Package, the Manual, and any PIP attached to this Agreement. You will bear the entire cost of the Hotel Work, including the cost of the Plans and Designs, professional fees, licenses, permits, **[INSERT FOR EY, PE, RU:** Packages, equipment, furniture, furnishings and supplies. You are solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel Work, and for ensuring that all Hotel Work complies with the Standards, the Manual, any PIP, and all Laws.

6.3 Commencement and Completion of the Hotel Work.

6.3.1 You will commence the Hotel Work on or before the Construction Commencement Date or Renovation Commencement Date specified in the Addendum or any PIP. You must promptly provide to us evidence satisfactory to us that the Construction Work or Renovation Work has commenced. Once commenced, the Hotel Work will continue uninterrupted except to the extent continuation is prevented by events of Force Majeure. You must give written notice to us specifying the nature and duration of any event of Force Majeure promptly after becoming aware of the event of Force Majeure, and specifying that you have used, and continue to use, reasonable endeavours to mitigate the effects of such event of Force Majeure until such event of Force Majeure ceases to exist.

6.3.2 The Hotel Work must be completed, and the Hotel must be furnished, equipped, and otherwise made ready to open in accordance with the terms of this Agreement no later than the Construction Work Completion Date or Renovation Work Completion Date specified in the Addendum or any PIP, as the applicable date may be extended.

6.3.3 [SELECT FOR ND/CV AND PRE-OPENING COO]: Despite your obligation to commence and complete Hotel Work by the agreed deadlines, we agree that the Construction Commencement Date, Renovation Commencement Date, Construction Work Completion Date, or

Renovation Work Completion Date specified in the Addendum or any PIP will be automatically extended by thirty (30) days on a rolling basis, unless we provide at least sixty (60) days' notice to you that these automatic extensions of the applicable deadline no longer apply. You must obtain our approval for any further extension of the applicable deadline after receipt of our notice. We may, in our sole discretion, grant or deny approval, or condition our approval of your extension request on (a) your payment of our then-current extension fee; (b) your prompt submission of a written status of the project, including such information as we might reasonably request; and/or (c) any other conditions we consider appropriate under the circumstances. Notwithstanding the foregoing, if we authorize the opening of the Hotel before the Hotel Work is completed, then as of the Opening Date, such automatic extensions of the Construction Work Completion Date and Renovation Work Completion Date, as applicable, will no longer apply.**] [SELECT FOR POST-OPENING COO AND RL:** You may request an extension of the Renovation Commencement Date, or the Renovation Work Completion Date specified in the Addendum or any PIP by submitting a request for our approval before the applicable deadline, describing the status of the project and the reason for the requested extension, and paying our then-current extension fee. We may, in our sole discretion, grant or deny approval, or condition our approval of your extension request on (a) your payment of our then-current extension fee; (b) your prompt submission of a written status of the project, including such information as we might reasonably request; and/or (c) any other conditions we consider appropriate under the circumstances.**]**

6.4 Opening the Hotel.

6.4.1 If the Hotel is not open under the Brand on the Effective Date, you will open the Hotel on the Opening Date. You will not open the Hotel unless and until you receive our written consent to do so pursuant to Subsection 6.4.2 or 6.4.3.

6.4.2 You will give us at least fifteen (15) days advance notice that you have complied with all the terms and conditions of this Agreement and the Hotel is ready to open. We will use reasonable efforts within fifteen (15) days after we receive your notice to visit the Hotel and to conduct other investigations as we deem necessary to determine whether to authorize the opening of the Hotel, but we will not be liable for delays or loss occasioned by our inability to complete our investigation and to make this determination within the fifteen (15) day period. If you fail to pass our initial opening site visit, we may, in our sole business judgment, charge you reasonable fees associated with any additional visits.

6.4.3 We shall be entitled to withhold our consent to the opening of the Hotel until:

6.4.3.1 your architect, general contractor or other certified professional provides us with a certificate stating that the as-built premises comply with all Laws relating to accessibility/accommodations/facilities for those with disabilities;

6.4.3.2 you have complied with all the terms and conditions in this Agreement;

6.4.3.3 your staff has received adequate training and instruction in the manner we require;

6.4.3.4 you have received authorization to open the Hotel from the relevant governmental authority for the jurisdiction in which the Hotel is located, if applicable;

6.4.3.5 all fees and charges you owe to us or our Affiliates have been paid; and

6.4.3.6 any actual or alleged breach of, or dispute relating to the subject matter of, any representation, warranty or obligation under Section 16.12 of this Agreement has been resolved to our satisfaction.

6.4.4 Opening the Hotel before the Opening Date is a material breach of this Agreement.

6.4.4.1 You will pay us Liquidated Damages in the amount of Five Thousand Dollars ($5,000) per day if you open the Hotel before the Opening Date to compensate us for the damage caused by such breach. You must also reimburse us for all of our costs and expenses, including legal fees, incurred in enforcing our rights under this Agreement.

6.4.4.2 These Liquidated Damages for damage to our Marks shall not limit or exclude any other remedies we may have at law or in equity. You acknowledge and agree that the Liquidated Damages payable under this Subsection represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of the opening of the Hotel before the Opening Date in material breach of this Agreement.

6.5 Performance of Agreement. You must satisfy all of the terms and conditions of this Agreement, and equip, supply, and otherwise make the Hotel ready to open under our Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we do not authorize the Hotel to open or if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.

6.6 Hotel Refurbishment and Room Addition.

6.6.1 We may periodically require you to modernize, rehabilitate and/or upgrade the Hotel's **[INSERT FOR EY, PE, RU:** Package, fixtures, equipment, furnishings, finishes, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then-current Standards. You will make these changes at your sole cost and expense and in the time frame we require.

6.6.2 You may not make any significant changes (including major changes in structure, design or décor) in the Hotel. **[INSERT FOR EY, PE, RU:** As long as they do not change or affect Package requirements, **[**m/M**]**inor redecoration and minor structural changes that comply with our Standards will not be considered significant.

6.6.3 You may not make any change in the number of approved Guest Rooms in the Addendum without our prior consent. If you wish to add additional Guest Rooms to the Hotel after the Opening Date, you must submit an application to obtain our consent, pay our then-current Room Addition Fee, and execute an amendment to this Agreement in the form required by us. As a condition to our granting approval of your application, we may require you to modernize, rehabilitate or upgrade the Hotel in accordance with Subsection 6.6.1 of this Agreement, and to pay us our then-current PIP Fee to prepare a PIP to determine the renovation requirements for the Hotel.

7.0 MANAGEMENT OF THE HOTEL

7.1 You are solely responsible for the management of the Hotel's business, including (but not limited to) staffing the Hotel so that it can operate in accordance with the Standards. You will provide qualified and experienced management ("**Management Company**") **[IF APPLICABLE:** at least six (6) months before the Opening Date**]**. Your Management Company must be approved by us in writing. We have the right to communicate directly with the Management Company and managers at the Hotel regarding the Hotel's operations and compliance with the Standards and/or this Agreement. We may rely on the communications of such managers or Management Company as being on your behalf. Any Management Company and its employees must have the authority to perform all of your obligations under this Agreement. The engagement of a Management Company does not reduce your obligations under this Agreement. In the case of any conflict between this Agreement and any agreement with the Management Company, this Agreement prevails.

7.2 You represent and agree that you have not, and will not, enter into any lease, management agreement or other similar arrangement for the operation of the Hotel or any part of the Hotel without our prior written consent. To be approved by us as the operator of the Hotel, you, or any proposed Management Company, must be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company that is a Competitor or which, in our business judgment, is inexperienced, or unqualified in managerial skills or operating capability, or is unable or unwilling to adhere fully to your obligations under this Agreement.

7.3 If your approved Management Company becomes a Competitor, resigns or is terminated by you, or otherwise becomes unsuitable or unqualified, in our sole business judgment, to manage the Hotel during the Term, you will have ninety (90) days to retain a substitute Management Company that is acceptable to us.

8.0 PAYMENT OF FEES

8.1 Monthly Fees. Beginning on the Opening Date, you will pay to us for each month (or part of a month, including the final month you operate under this Agreement) the Monthly Fees, each of which is set forth in the Addendum.

8.2 Calculation and Payment of Fees.

8.2.1 The Monthly Fees will be calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or as specified by us in the Manual.

8.2.2 The Monthly Fees will be paid to us at the place and in the manner we designate on or before the fifteenth (15th) day of each month and will be accompanied by our standard schedule setting forth in reasonable detail the computation of the Monthly Fees for such month.

8.2.3 We may require you to transmit the Monthly Fees and all other payments required under this Agreement by wire transfer or other form of electronic funds transfer and to provide the standard schedule in electronic form. You must bear all costs of wire transfer or other form of electronic funds transfer or other electronic payment and reporting.

8.2.4 In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue **[INSERT ONLY FOR HFS:** and Gross Food and Beverage Revenue**]**, you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Fees, based on the Gross Rooms Revenue **[INSERT ONLY FOR HFS:** and Gross Food and Beverage Revenue**]** amounts agreed on between you and your insurance company that would have been paid to us in the absence of such casualty.

8.2.5 [INSERT ONLY FOR HFS: If Hotel accommodations are bundled with food and beverage arrangements or other services when charged to the customer, you will make a good faith reasonable allocation of the resulting revenue between Gross Rooms Revenue and Gross Food and Beverage Revenue, consistent with the Uniform System of Accounts for the Lodging Industry.

8.3 Other Fees. You will timely pay or fund all amounts due us or any of our Affiliates for any invoices or for goods or services purchased by or provided to you or paid by us or any of our Affiliates on your behalf.

8.4 Taxes. If a Gross Receipts Tax is imposed on us or any of our Affiliates based on payments made by you related to this Agreement, then you must reimburse us or the affected Affiliates for such Gross Receipts Tax to ensure that the amount we or our Affiliates retain, after paying the Gross Receipts Tax, equals the net amount of the payments you are required to pay us or our Affiliates had such Gross Receipts Tax not been imposed. You are not required to pay income taxes payable by us or any of our Affiliates as a result of our net income relating to fees collected under this Agreement.

8.5 Application of Fees. We may apply any amounts received from you to any amounts due under this Agreement.

8.6 Guaranty. If we send you a written notice that you are in default of this Agreement for your failure to timely pay or fund all amounts due us or any of our Affiliates, then we may require, as an additional condition of curing the default, that you cause a third party that is acceptable to us to provide a guaranty covering all of your obligations under this Agreement in a form and substance that is acceptable to us.

8.7 Set-off. We may, without prior notice to you, set off any amounts due to us or any of our Affiliates by you or any of your Affiliates against any amounts that we or our Affiliates owe to you or your Affiliates, to the extent such amounts arise under this Agreement or any of Your Hotel Agreements, without waiving any other rights and remedies we or any of our Affiliates may have available under this Agreement or any of Your Hotel Agreements or otherwise.

9.0 PROPRIETARY RIGHTS

9.1 Our Proprietary Rights.

9.1.1 You will not contest, either directly or indirectly during or after the Term:

9.1.1.1 our (and/or any of our Affiliates') ownership of, rights to and interest in the System, Brand, Marks and any of their elements or components, including present and future distinguishing characteristics and agree that neither you nor any design or construction professional engaged by you may use our Standards, our Manual or your approved Plans and Designs for any hotel or lodging project other than the Hotel;

9.1.1.2 our sole right to grant licenses to use all or any elements or components of the System;

9.1.1.3 that we (and/or our Affiliates) are the owner of (or the licensee of, with the right to sub-license) all right, title and interest in and to the Brand and the Marks used in any form and in any design, alone or in any combination, together with the goodwill they symbolize; or

9.1.1.4 the validity or ownership of the Marks.

9.1.2 You acknowledge that these Marks have acquired a secondary meaning or distinctiveness which indicates that the Hotel, Brand and System are operated by or with our approval. All improvements and additions to, or associated with, the System, all Marks, and all goodwill arising from your use of the System and the Marks, will inure to our benefit and become our property (or that of our applicable Affiliates), even if you develop them. **[SELECT FOR AQ, EY, ID, UD**: You acknowledge that the following Marks owned by us (or which we have the right to use and sublicense) are still pending federal registration as of the Effective Date:

[SELECT FOR AQ:

Mark	Application Number	Registration Number	Registration Date
APARTMENT COLLECTION BY HILTON	99594599	Pending	Pending

[SELECT FOR EY:

Mark	Application Number	Registration Number	Registration Date
LIVSMART STUDIOS BY HILTON (word)	98109885	Pending	Pending
LIVSMART STUDIOS BY HILTON (with logo)	98347644	Pending	Pending
LIVSMART (design logo)	98547660	Pending	Pending

[SELECT FOR ID:

Mark	Application Number	Registration Number	Registration Date
OUTSET COLLECTION BY HILTON (word)	99334608	Pending	Pending

[SELECT FOR UD:

Mark	Application Number	Registration Number	Registration Date
UNDERGRADUATE BY HILTON (word)	99318181	Pending	Pending
UNDERGRADUATE BY HILTON (word)	99318187	Pending	Pending

9.1.3 You agree not to directly or indirectly dilute the value of the goodwill attached to the Marks, the Brand or the System. You will not apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in your name or on behalf of or for the benefit of anyone else. You acknowledge that you are not entitled to receive any payment or other value from us or from any of our Affiliates for any goodwill associated with your use of the System or the Marks, or any elements or components of the System.

9.2 Trade Name, Use of the Marks.

9.2.1 Trade Name.

9.2.1.1 The Hotel will be initially known by the Trade Name set forth in the Addendum. We may change the Trade Name, the Brand name and/or any of the Marks (but not the Principal Mark), or the way in which any of them (including the Principal Mark) are depicted, at any time at our sole option and at your expense. You may not change the Trade Name without our specific prior written consent.

9.2.1.2 You acknowledge and agree that you are not acquiring the right to use any business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress, trade names or any other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

9.3 Use of Trade Name and Marks. You will operate under the Marks, using the Trade Name, at the Hotel. You will not adopt any other names or marks in operating the Hotel without our approval. You will not, without our prior written consent, use any of the Marks, or the word “Hilton,” or other Network trademarks, trade names or service marks, or any similar words or acronyms, in:

9.3.1 your corporate, partnership, business or trade name;

9.3.2 any Internet-related name (including a domain name);

9.3.3 or any business operated separately from the Hotel, including the name or identity of developments adjacent to or associated with the Hotel.

9.4 Trademark Disputes.

9.4.1 You will immediately notify us of any infringement or dilution of or challenge to your use of any of the Marks and will not, absent a court order or our prior written consent, communicate with any other person regarding any such infringement, dilution, challenge or claim. We will take the action we deem appropriate with respect to such challenges and claims and have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You will fully cooperate with us and our applicable Affiliates in these matters. We will reimburse you for expenses incurred by you as the direct result of activities undertaken by you at our prior written request and specifically relating to the trademark dispute at issue. We will not reimburse you for any other expenses incurred by you for cooperating with us or our Affiliates.

9.4.2 You appoint us as your exclusive, true and lawful attorney-in-fact, to prosecute, defend and/or settle all disputes of this type at our sole option. You will sign any documents we or our applicable Affiliate believe are necessary to prosecute, defend or settle any dispute or obtain protection for the Marks and the System and will assign to us any claims you may have related to these matters. Our decisions as to the prosecution, defense or settlement of the dispute will be final. All recoveries made as a result of disputes regarding use of all or part of the System or the Marks will be for our account.

9.5 Web Sites.

9.5.1 You may not register, own, or maintain any Sites that relate to the Network, or the Hotel, or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to the Hotel or this Agreement are those we assign or otherwise approve in writing. You acknowledge that you may not, without a legal license or other legal right, post on your Sites any material in which any third party has any direct or indirect ownership interest. You must incorporate on your Sites any information we require in the manner we deem necessary to protect our Marks.

9.5.2 Any use of the Marks on any Site must conform to our requirements, including the identity and graphics Standards for all System hotels. Given the changing nature of this technology, we have the right to withhold our approval, and to withdraw any prior approval, and to modify our requirements.

9.6 Covenant.

9.6.1 You agree, as a direct covenant with us and our Affiliates, that you will comply with all of the provisions of this Agreement related to the manner, terms and conditions of the use of the Marks and the termination of any right on your part to use any of the Marks. Any non-compliance by you with this covenant or the terms of this Agreement related to the Marks, or any unauthorized or improper use of the System or the Marks, will cause irreparable damage to us and/or our Affiliates and is a material breach of this Agreement.

9.6.2 If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we or our Affiliates may have at law. You consent to the entry of such temporary and permanent injunctions. You must pay all costs and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation that we and/or our Affiliates may incur in connection with your non-compliance with this covenant.

10.0 REPORTS, RECORDS, AUDITS, AND PRIVACY

10.1 Reports.

10.1.1 At our request, you will prepare and deliver to us the Reports containing the Operational Information (and any other information we reasonably require) in the form, manner and time frame we require. At a minimum, by the fifteenth (15th) day of each month, you will submit to us the Operational Information for the previous month, and reflecting the computation of the amounts then due under Section 8, in the form, manner and time frame we require.

10.1.2 At our request, you will certify the Reports as accurate in the manner we require. You must permit us to inspect your books and records at all reasonable times.

10.2 Maintenance of Records. You will prepare, on a current basis, and preserve for no less than the greater of four (4) years or the time period stated in our record retention requirements, complete and accurate records concerning Gross Rooms Revenue and all financial, operating, marketing and other aspects of the Hotel. You will maintain an accounting system that fully and accurately reflects all financial aspects of the Hotel and its business. These records will include books of account, tax returns, governmental reports, register tapes, daily reports, and complete quarterly and annual financial statements (including profit and loss statements, balance sheets and cash flow statements), and will be prepared in the form, manner and time frame we require.

10.3 Audit.

10.3.1 We may require you to have the Gross Rooms Revenue, fees or other monies due to us computed and certified as accurate by a certified public accountant. During the Term, and for two (2) years thereafter, we and our authorized agents have the right to verify Operational Information required under this Agreement by requesting, receiving, inspecting and auditing, at all reasonable times, any and all records referred to above wherever the records may be located (or elsewhere if we request).

10.3.2 If any inspection or audit reveals that you understated or underpaid any payment due to us, you will promptly pay to us the deficiency, plus interest from the date each payment was due until paid at the interest rate set forth in Section 16.15 of this Agreement.

10.3.3 If the audit or inspection reveals that the underpayment is willful, or is for five percent (5%) or more of the total amount owed for the period being inspected, you will also reimburse us for all inspection and audit costs, including reasonable travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. Our acceptance of your payment of any deficiency will not waive any rights we may have as a result of your breach, including our right to terminate this Agreement. If the audit discloses an overpayment, we will credit this overpayment against your future payments due under this Agreement, without interest, or, if no future payments are due under this Agreement, we will promptly pay you the amount of the overpayment without interest.

10.4 Ownership of Information. All information that we provide to you, including but not limited to Personal Information, for your use in connection with operating the Hotel during the Term is our property. You may not use any such information after the Term, except as expressly permitted by us in writing in the Standards or otherwise. All Information we obtain from you and all revenues we derive from such Information will be our property that we may use for any reason, including making a financial performance representation in our franchise disclosure documents. At your sole risk and responsibility, you may use Information that you acquire from third parties in connection with operating the Hotel, such as Personal Information (but not including any Personal Information obtained in connection with guest reservations or any loyalty or frequent guest program operated by us or our Affiliates), at any time during or after the Term, to the extent that your use is permitted by Law.

10.5 Privacy and Data Protection. You will:

10.5.1 comply with all applicable Privacy Laws;

10.5.2 comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information;

10.5.3 refrain from any action or inaction that could cause us or our Affiliates to breach any Privacy Laws;

10.5.4 do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our Affiliates in compliance with the Privacy Laws; and

10.5.5 immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers).

11.0 CONDEMNATION AND CASUALTY

11.1 Condemnation. You must immediately inform us of any proposed taking of any portion of the Hotel by eminent domain. If, in our business judgment, the taking is significant enough to render the continued operation of the Hotel in accordance with the Standards and guest expectations impractical, then we may terminate this Agreement on written notice to you and you will not pay us Liquidated Damages **[SELECT FOR OL** or a Termination Fee**]**. If such taking, in our business judgment, does not require the termination of this Agreement, then you will make all necessary modifications to make the Hotel conform to its condition, character and appearance immediately before such taking, according to Plans and Designs approved by us. You will take all measures to ensure that the resumption of normal operations at the Hotel is not unreasonably delayed.

11.2 Casualty.

11.2.1 You must immediately inform us if the Hotel is damaged by fire or other casualty or event of Force Majeure. If the damage or repair requires closing the Hotel, you may choose to repair or rebuild the Hotel according to the Standards, provided you: begin reconstruction within six (6) months after closing and reopen the Hotel for continuous business operations as soon as practicable (but in any event no later than eighteen (18) months after the closing of the Hotel) and give us at least thirty (30) days' notice of the projected date of reopening. Once the Hotel is closed, you will not promote the Hotel as a System Hotel or otherwise identify the Hotel using any of the Marks without our prior written consent.

11.2.2 You and we each have the right to terminate this Agreement if you elect not to repair or rebuild the Hotel as set forth above in Subsection 11.2.1, provided the terminating Party gives the other Party sixty (60) days written notice. You are not required to pay Liquidated Damages **[SELECT FOR OL** or a Termination Fee**]** unless you or one of your Affiliates own and/or operate a hotel at the Hotel Site within three (3) years of the termination date under a lease, license or franchise from a Competitor.

11.3 No Extensions of Term. Nothing in this Section 11 will extend the Term.

12.0 TRANSFERS

12.1 Our Transfer.

12.1.1 We may assign or Transfer this Agreement or any of our rights, duties, or assets under this Agreement, by operation of law or otherwise, to any person or legal entity without your consent, provided that any such person or legal entity shall be required to assume all of our obligations to permit you to operate the Hotel under the Brand after such assignment. Any of our Affiliates may transfer, sell, dispose

of, or otherwise convey, their ownership rights in us or any of our Affiliates, by operation of law or otherwise, including by public offering, to any person or legal entity without your consent.

12.1.2 If we assign this Agreement to a third party who expressly assumes our obligations under this Agreement, we will no longer have any performance or other obligations to you under this Agreement and your right to use any programs, rights or services provided to you by us or our Affiliates under this Agreement will terminate.

12.2 Your Transfer. You understand and acknowledge that the rights and duties in this Agreement are personal to you and that we are entering into this Agreement in reliance on your business skill, financial capacity, and the personal character of you and your officers, directors, partners, members, shareholders or trustees. A Transfer by you (or by an Equity Owner as of the Effective Date, or by a transferee Equity Owner we later approve) of any Equity Interest, or this Agreement, or any rights or obligations under this Agreement, is prohibited other than as expressly permitted in this Agreement. In any Transfer by you or any Equity Owner under this Subsection 12.2, the proposed Transferee may not be a Sanctioned Person or a Competitor.

12.2.1 Permitted Transfers. We will permit you or any Equity Owner to engage in the Permitted Transfers set forth in this Subsection 12.2.1 if the Permitted Transfer meets the listed requirements. If a Permitted Transfer under Subsection 12.2.1.2 (requiring notice and our consent) otherwise qualifies as a Permitted Transfer under Subsection 12.2.1.1 (not requiring notice or our consent), the less restrictive provisions of Subsection 12.2.1.1 will control.

12.2.1.1 Permitted Transfers That Do Not Require Notice or Our Consent. We will permit you or any Equity Owner to engage in the following Permitted Transfers without giving notice or obtaining our consent if the Permitted Transfer meets the listed requirements.

12.2.1.1.1 Publicly Traded Equity Interests. A Publicly Traded Equity Interest may be Transferred.

12.2.1.1.2 Privately Held Equity Interests: Less than 50% Change. An Equity Interest that is not publicly traded may be Transferred if the transferee Equity Owner will own less than fifty percent (50%) of the Equity Interests, in total, immediately after the transaction(s) as a result of the transaction(s).

12.2.1.1.3 Institutional Investment Funds. [IF APPLICABLE You may Transfer Equity Interests within **[**Insert Fund Entities (collectively, the "**Fund Entities**") and Equity Interests in you to new fund entities or new managed accounts (collectively, "**Future Funds**") if **[**Insert Name of Asset Manager**]** ("**Asset Manager**") directly or indirectly, controls the Fund Entities or Future Funds.

12.2.1.2 Permitted Transfers That Require Notice and Our Consent. We will permit you or any Equity Owner to engage in the following Permitted Transfers if the Permitted Transfer meets the listed requirements. For Permitted Transfers under this Subsection, you must: (a) give us at least sixty (60) days' advance written notice of the proposed Permitted Transfer (including the identity and contact information for any proposed transferee); (b) pay to us on request our then-current nonrefundable processing fee; (c) follow our then-current procedure for processing Permitted Transfers, including providing any information we may require in order to review the proposed Transfer and completing our then-current compliance process; and (d) execute our then-current standard documents required for processing Permitted Transfers.

12.2.1.2.1 Affiliate Transfer. You or any Equity Owner may Transfer an Equity Interest or this Agreement to an Affiliate.

12.2.1.2.2 Transfers to a Family Member or Trust. If you or any Equity Owner as of the Effective Date are a natural person, you and such Equity Owner may Transfer an

Equity Interest or this Agreement to an immediate family member (i.e., spouse, children, parents, siblings) or to a trust for your benefit or the benefit of the Equity Owner or the Equity Owner's immediate family members.

12.2.1.2.3 Transfer on Death. On the death of Franchisee or an Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person's will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person's estate, provided that: (a) the transfer on death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within one (1) year after the death, such family member(s) or entity meet all of our then-current requirements for an approved Transferee.

12.2.2 Change of Ownership Transfer. A Change of Ownership Transfer is any Transfer that will result in a change of Control of you, the Hotel or the Hotel Site, or is not otherwise described in Subsection 12.2.1. We will have sixty (60) days from our receipt of the completed and signed franchise application to consent or withhold our consent to any proposed Change of Ownership Transfer. Our consent will not be unreasonably withheld. You consent to our communication with any third party we deem necessary about the Hotel in order for us to evaluate the proposed Change of Ownership Transfer. Our consent to the Change of Ownership Transfer is subject to the following conditions, all of which must be satisfied at or before the date of closing the Change of Ownership Transfer ("**Closing**"):

12.2.2.1 Transferee submits a completed and signed Change of Ownership Application, pays our then-current franchise application fee, executes our then-current form of franchise agreement, and all required ancillary documents. If all conditions to our consent are fulfilled, the date of Closing will be the termination date of this Agreement, and the effective date of Transferee's franchise agreement;

12.2.2.2 you are not in default of this Agreement or any other agreements with us or our Affiliates;

12.2.2.3 you or Transferee pay to us, on or before the date of Closing, the PIP Fee, and all amounts due to us and our Affiliates through the date of the Closing. We will estimate the amounts due to us through the date of Closing, which you and the Transferee may agree to escrow, to be disbursed to us at Closing to fulfill this obligation. You must agree to escrow the estimated amounts due to us if we agree to execute any documents pursuant to Standard Operating Procedure 50 10 5(I) (or any equivalent or successor) of the United States Small Business Administration in connection with a Closing. If our estimate of the amounts due to us exceeds the amount actually owed to us, we will refund the difference to you, generally within thirty (30) days after the date of Closing;

12.2.2.4 you conclude to our satisfaction, or provide adequate security for, any suit, action, or proceeding pending or threatened against you, us or any of our Affiliates with respect to the Hotel, which may result in liability on the part of us or any of our Affiliates;

12.2.2.5 you, Transferee and/or Equity Owner(s) of Transferee, submit to us all information related to the Transfer that we require;

12.2.2.6 Transferee meets our then-current business requirements for new franchisees; and

12.2.2.7 Transferee agrees to indemnify, hold harmless, and defend us and our Affiliates against any inquiry, investigation, suit, action, or proceeding arising out of or in connection with any fees or costs charged to patrons or guests by you.

12.3 Public Offering or Private Placement.

12.3.1 Any offering by you of Securities requires our review if you use the Marks, or refer to us or this Agreement in your offering. All materials required by any Law for the offer or sale of those

Securities must be submitted to us for review at least sixty (60) days before the date you distribute those materials or file them with any governmental agency, including any materials to be used in any offering exempt from registration under any securities laws.

12.3.2 You must submit to us a non-refundable Five Thousand Dollar ($5,000) processing fee with the offering documents and pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.

12.3.3 We have the right to approve any description of this Agreement or of your relationship with us, or any use of the Marks, contained in any prospectus, offering memorandum or other communications or materials you use in the sale or offer of any Securities. You may not use any of the Marks except as legally required to describe the Hotel in these documents. Our review of the documents will not in any way be considered our agreement with any statements contained in those documents, including any projections, or our acknowledgment or agreement that the documents comply with any Laws.

12.3.4 You may not sell any Securities unless you clearly disclose to all purchasers and offerees that we, our Affiliates, and our or their respective officers, directors, agents or employees: (a) will not in any way be deemed an issuer or underwriter of the Securities, as those terms are defined in applicable securities laws; and (b) have not assumed and will not have any liability or responsibility for any financial statements, prospectuses or other financial information contained in any prospectus or similar written or oral communication. You may not state, represent, or imply that we, Hilton Worldwide, or any other of our Affiliates, participate in or endorse any Securities or any Securities offering in any manner whatsoever.

12.3.5 You must indemnify, defend and hold the Indemnified Parties free and harmless of and from any and all liabilities, costs, damages, claims or expenses arising out of or related to the sale or offer of any of your Securities to the same extent as provided in Subsection 14.1 of this Agreement.

12.4 Mortgages and Pledges to Lending Institutions.

12.4.1 You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, without notifying us or obtaining our consent.

12.4.2 You may request a "lender comfort letter" on behalf of your lender, which we will issue in a form satisfactory to us, subject to our right to charge our then-current non-refundable processing fee.

[FOR MANAGED TO FRANCHISE CONVERSIONS, REPLACE WITH:

12.4.1 You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, provided that any Mortgage Lender signs a "lender comfort letter" in the form required by us pursuant to Subsection 12.4.2.

12.4.2 You may request a "lender comfort letter" on behalf of your lender, which we will issue in a form satisfactory to us, subject to our right to charge our then-current non-refundable processing fee. Further, you must cause each Mortgage Lender to sign a "lender comfort letter" in the form required by us under which such Mortgage Lender agrees, among other things, (a) not to disturb or interfere with our rights under this Agreement notwithstanding any default under the related loan documents, and (b) to assume (or cause the transferee to assume) your obligations under this Agreement **[INCLUDE IF APPLICABLE:** (including the Development Incentive Note attached hereto, and all obligations with respect to the repayment of the development incentive and the payment of the Termination Fee)**]** if such Mortgage Lender or any other transferee acquires possession and/or ownership of the Hotel as a result of the exercise of remedies available to Mortgage Lender under its loan documents or otherwise.

13.0 TERMINATION

13.1 Termination with Opportunity to Cure. We may terminate this Agreement by written notice to you and opportunity to cure at any time before its expiration on any of the following grounds:

13.1.1 You fail to pay us any sums due and owing to us or our Affiliates under this Agreement or to pay or fund any amounts due under any of Your Hotel Agreements within the cure period set forth in the notice, which shall not be less than ten (10) days;

13.1.2 You fail to commence or complete the Hotel Work by the applicable deadline date, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period set forth in the notice, which shall not be less than ten (10) days;

13.1.3 You do not purchase or maintain insurance required by this Agreement or do not reimburse us for our purchase of insurance on your behalf within the cure period set forth in the notice, which shall not be less than ten (10) days unless expressly provided otherwise in this Agreement; or

13.1.4 You fail to comply with any other provision of this Agreement, the Manual or any Standard, or you breach a representation or warranty made in this Agreement, and you do not cure that default within the cure period set forth in the notice, which shall not be less than thirty (30) days unless expressly provided otherwise in this Agreement.

13.2 Immediate Termination by Us. We may immediately terminate this Agreement on written notice to you and without any opportunity to cure the default if:

13.2.1 after curing any material breach of this Agreement or the Standards, you engage in the same non-compliance within any consecutive twenty-four (24) month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;

13.2.2 you receive three (3) notices of material default in any twelve (12) month period, even if the defaults have been cured;

13.2.3 you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;

13.2.4 you have an order entered against you appointing a receiver for the Hotel or a substantial part of your or the Hotel's assets or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the Hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the Hotel under any law;

13.2.5 you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;

13.2.6 you fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;

13.2.7 you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;

13.2.8 you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to

adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

13.2.9 you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;

13.2.10 any Transfer is not in compliance with Section 12 and its subparts;

13.2.11 you, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or fail to comply with the provisions of Subsection 16.13;

13.2.12 information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency;

13.2.13 any Guarantor breaches its guaranty to us;

13.2.14 a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel;

13.2.15 you, your Affiliate or a Guarantor become a Competitor, except as otherwise permitted by Subsection 5.1.29;

13.2.16 you breach any representation, warranty, or obligation in Section 16.12 of this Agreement; or

13.2.17 any of Your Hotel Agreements is terminated based on a breach or default by you or your Affiliates.

13.3 Interim Remedies. If we send you a written notice that you are in default of this Agreement, we may elect to impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or our Affiliates' obligations under Your Hotel Agreements.

13.3.1 We may suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us. We may remove the listing of the Hotel from any directories or advertising we publish. If we suspend the Hotel from the Reservation Service, we may divert reservations previously made for the Hotel to other System Hotels or Network Hotels.

13.3.2 We may disable all or any part of the software provided to you under Your Hotel Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Hotel Agreements. We may charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards.

13.3.3 We may revoke any financial accommodations (including but not limited to any Monthly Fee discounts, fee ramps or fee waivers) that we have granted and charge you the then-current standard fee or charge that would have otherwise applied absent the temporary financial accommodation.

13.3.4 You agree that our exercise of the right to Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement, and that our right to Interim Remedies is in addition to, and apart from, any other right or remedy we may have in this Agreement. If we exercise the right to Interim Remedies, the exercise will not be a waiver of any breach by you of any term, covenant or condition of this Agreement. You will not be entitled to any compensation, including repayment,

reimbursement, refund or offsets, for any fees, charges, expenses or losses you may directly or indirectly incur by reason of our exercise and/or withdrawal of any Interim Remedy.

[SELECT THE APPROPRIATE SUBPARAGRAPH 13.4; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]

[SELECT FOR ALL BRANDS EXCEPT OL:

13.4 Liquidated Damages on Termination.

13.4.1 Calculation of Liquidated Damages. You acknowledge and agree that the premature termination of this Agreement will cause substantial damage to us. You agree that Liquidated Damages are not a penalty, but represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of your failure to operate the Hotel for the Term. If this Agreement terminates before the Expiration Date, you will pay us Liquidated Damages as follows:

13.4.1.1 [DELETE IF COO/RL and insert: INTENTIONALLY DELETED**]** If termination occurs before you begin the Hotel Work, and you or any Guarantor (or your or any Guarantor's Affiliates) directly or indirectly, enter into a franchise, license, management, lease and/or other similar agreement for or begin construction or commence operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, then you will pay us Liquidated Damages in an amount equal to **[SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, RU, UP, QQ** the System's Average Monthly Royalty Fees multiplied by sixty (60).**] [SELECT FOR AQ, GU, ID, UD** $11,200 multiplied by the number of approved Guest Rooms at the Hotel.**] [SELECT FOR PO, UAB** $13,000 multiplied by the number of approved Guest Rooms at the Hotel.**] [SELECT FOR PE, EY** $10,000 multiplied by the number of approved Guest Rooms at the Hotel.**]**

13.4.1.2 [DELETE IF COO/RL and insert: INTENTIONALLY DELETED**]** If termination occurs after you begin the Hotel Work but before the Opening Date, unless your failure to complete the Hotel Work was the result of Force Majeure, you will pay us Liquidated Damages in an amount equal to **[SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, RU, UP, QQ** the System's Average Monthly Royalty Fees multiplied by sixty (60).**] [SELECT FOR AQ, GU, ID, UD** $11,200 multiplied by the number of approved Guest Rooms at the Hotel.**] [SELECT FOR PO, UAB** $13,000 multiplied by the number of approved Guest Rooms at the Hotel.**] [SELECT FOR PE, EY** $10,000 multiplied by the number of approved Guest Rooms at the Hotel.**]**

13.4.1.3 If termination occurs after the Opening Date but before the second anniversary of the Opening Date, you will pay us Liquidated Damages in an amount equal to **[SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, RU, UP, QQ** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) the System's Average Monthly Royalty Fees multiplied by sixty (60).**] [SELECT FOR PO, UAB** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) $13,000 multiplied by the number of approved Guest Rooms at the Hotel.**] [SELECT FOR PE, EY** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) $10,000 multiplied by the number of approved Guest Rooms at the Hotel.**] [SELECT FOR AQ, GU, ID, UD** the greater of: (a) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (b) $11,200 multiplied by the number of approved Guest Rooms at the Hotel.**]**

13.4.1.4 If termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of the Term, you will pay us Liquidated Damages in an amount equal to the Hotel's Average Monthly Royalty Fees multiplied by sixty (60).

13.4.1.5 If there are fewer than sixty (60) months remaining in the Term on the date of termination, you will pay us Liquidated Damages in an amount equal to the Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.

13.4.2 Payment of Liquidated Damages. Payment of Liquidated Damages is due thirty (30) days following termination of this Agreement or on demand.

[SELECT FOR OL:

13.4 Termination Fee on Termination

13.4.1 Termination Fee. You agree that if this Agreement is terminated by us under this Section 13, you will pay a termination fee (the "**Termination Fee**") equal to:

(a) $25,000 multiplied by the number of approved guest Rooms at the Hotel if termination occurs (i) before you begin the Hotel Work, and you or any Guarantor (or your or any Guarantor's Affiliates) directly or indirectly, enter into a franchise, license, management, lease and/or other similar agreement for or begin construction or commence construction operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, or (ii) after you begin the Hotel Work but before the Opening Date, unless your failure to complete the Hotel Work was the result of Force Majeure;

(b) The greater of: (i) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (ii) an amount equal to $25,000 multiplied by the number of approved Guest Rooms at the Hotel, if termination occurs on or after the Opening Date but before the second anniversary of the Opening Date; or

(c) The Hotel's Average Monthly Royalty Fees (i) multiplied by sixty (60) if termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of the Term, or (ii) multiplied by the number of months remaining in the Term if there are fewer than sixty (60) months remaining in the Term on the date of termination.

You acknowledge and agree that this Termination Fee is an agreed fee and does not represent a penalty or liquidated damages. You further acknowledge and agree that this Termination Fee does not constitute or create, expressly or impliedly, any right or option for you to terminate this Agreement before the Expiration Date.

13.4.2. **Payment of Termination Fee**. You must pay the Termination Fee within (30) days after termination of this Agreement or on demand.**]**

13.5 Actual Damages Under Special Circumstances. [SELECT FOR ALL BRANDS EXCEPT OL: You acknowledge that the Liquidated Damages described in Subsection 13.4 may be inadequate to compensate us for additional harm we may suffer, by reason of greater difficulty in re-entering the market, competitive damage to the System or the Network, damage to goodwill of the Marks, and other similar harm, as we reserve the right to seek actual damages in lieu of Liquidated Damages under the following circumstances: **[SELECT FOR OL:** You agree that we may elect to seek actual damages in lieu of the Termination Fee under Section 13.4 above, in our sole and absolute discretion, under the following circumstances:

13.5.1 within twelve (12) months of each other, **[SELECT FOR AQ, DT, ES, GU, HFS, OL, PY, QQ:** two (2)**] [SELECT FOR EY, HGI, H2, HWS, ID, PO, UD, UP:** five (5)**] [SELECT FOR HAM, HIS, PE, RU, UAB:** seven (7)**]** or more franchise agreements for the Brand between yourself (or any of your Affiliates) and us (or any of our Affiliates) terminate before their expiration date as a result of a breach by you or your Affiliate; or

13.5.2 this Agreement terminates due to an unapproved Transfer: (a) to a Competitor, or (b) to a buyer that converts the Hotel to a Competing Brand within two (2) years from the date this Agreement terminates.

13.6 Your Obligations on Termination or Expiration. On termination or expiration of this Agreement, you will immediately:

13.6.1 pay all sums due and owing to us or any of our Affiliates, including any expenses incurred by us in obtaining injunctive relief for the enforcement of this Agreement;

13.6.2 cease operating the Hotel as a System Hotel and cease using the System;

13.6.3 cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods. You will deliver all goods and materials containing the Marks to us and we will have the sole and exclusive use of any items containing the Marks. You will immediately make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials;

13.6.4 cease representing yourself as then or formerly a System Hotel or affiliated with the Brand or the Network;

13.6.5 return all copies of the Manual and any other Proprietary Information to us;

13.6.6 cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the Hotel, and authorize their transfer to us; and

13.6.7 irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify. You will also delete all references to our Marks, System, Network or Brand from any Sites you own, maintain or operate beyond the expiration or termination of this Agreement.

14.0 INDEMNITY

14.1 Beginning on the Effective Date, you must indemnify the Indemnified Parties against, and hold them harmless from, all losses, costs, liabilities, damages, claims, and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation arising out of or resulting from:

14.1.1 any breach by you of this Agreement, the Manual or the Standards;

14.1.2 any act or omission of you or your officers, employees, Affiliates, associates or agents in any way arising out of or relating to this Agreement;

14.1.3 any claimed occurrence at the Hotel including personal injury, death or property damage;

14.1.4 your alleged or actual infringement or violation of any copyright, industrial design, patent, service mark, trademark or other proprietary right owned or controlled by third parties;

14.1.5 your alleged or actual violation or breach of any contract (including any group sales agreement for the System), any Law, or any industry standard;

14.1.6 any business conducted by you or a third party in, on or about the Hotel or Hotel Site;

14.1.7 your failure to comply with Subsection 16.13, including a breach of the representations set forth therein;

14.1.8 any inquiry, investigation, suit, action, or proceeding arising out of or in connection with any fees or costs charged to patrons or guests by you, and if you acquired the Hotel in a Change of Ownership Transfer, by the previous owner (your transferor) before you acquired ownership of the Hotel; and

14.1.9 the Existing Agreement, and any breach of any representation, warranty, or obligation under Section 16.12.

14.2 You do not have to indemnify an Indemnified Party to the extent damages otherwise covered under this Section 14 are adjudged by a final, non-appealable judgment of a court of competent jurisdiction to have been solely the result of the gross negligence or willful misconduct of that Indemnified Party, and not any of the acts, errors, omissions, negligence or misconduct of you or anyone related to you or the Hotel. You may not rely on this exception to your indemnity obligation if the claims were asserted against us or any other Indemnified Party on the basis of theories of imputed or secondary liability, such as vicarious liability, agency, or apparent agency, or our failure to compel you to comply with the provisions of this Agreement, including compliance with Standards, Laws or other requirements.

14.3 You will give us written notice of any action, suit, proceeding, claim, demand, inquiry or investigation involving an Indemnified Party within five (5) days of your knowledge of it. At our election, you will defend us and/or the Indemnified Parties against the same. If you fail to defend us and/or the Indemnified Parties, we may elect to assume, but under no circumstance will we be obligated to undertake, the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation at your expense and risk.

14.4 If we think our respective interests conflict, we may obtain separate counsel of our choice. This will not diminish your obligation to indemnify the Indemnified Parties and to hold them harmless. You will reimburse the Indemnified Parties on demand for all expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation, the Indemnified Parties incur to protect themselves or to remedy your defaults. The Indemnified Parties will not be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you, and their failure to do so will not reduce the amounts recoverable from you by the Indemnified Parties.

14.5 Your obligations under this Section 14 will survive expiration or termination of this Agreement.

15.0 RELATIONSHIP OF THE PARTIES

15.1 No Agency Relationship. You are an independent contractor. Neither Party is the legal representative or agent of the other Party. Neither Party has the power to obligate the other Party for any purpose. You acknowledge that: (a) we do not direct, supervise, manage, dictate, or control (or have, retain, or exercise any right to control) labor or employment matters for you or your employees; (b) we do not set (or have, retain, or exercise any right to set) any terms or conditions of employment for your employees; (c) the training we require is for the purpose of enabling you to ensure that your Hotel operates in compliance with our Standards; and (d) you have exclusive control over your daily affairs. You expressly acknowledge that the Parties have a business relationship based entirely on, and defined by, the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary, employment, or joint-employment relationship is intended or created by reason of this Agreement.

By entering into this Agreement, we make no representations regarding, and do not intend to obtain, retain, or reserve control over, the essential terms and conditions of employment of you or your employees, or your Management Company or their employees (if applicable). Franchisees are independent contractors and independent employers and we do not and will not have, retain, or exercise any authority

over your employment-related policies or procedures. You are solely responsible for overseeing any and all employment-related policies and procedures for your employees in the operation of your Hotel business.

15.2 Notices Concerning Your Independent Status. All contracts for the Hotel's operations and services at the Hotel will be in your name or in the name of your Management Company. You will not enter into or sign any contracts in our name or any of our Affiliates' names or use the Marks or any acronyms or variations of the Marks. You will disclose in all dealings with the public and your employees, agents, contractors, suppliers and other third parties that: (a) you are the Hotel's owner; (b) you are an independent entity; (c) you are the employer, principal, or contracting party (as applicable); and (d) we are not responsible for your liabilities or debts in any manner whatsoever.

16.0 MISCELLANEOUS

16.1 Severability and Interpretation.

16.1.1 If any provision of this Agreement is held to be unenforceable, void or voidable, that provision will be ineffective only to the extent of the prohibition, without in any way invalidating or affecting the remaining provisions of this Agreement, and all remaining provisions will continue in effect, unless the unenforceability of the provision frustrates the underlying purpose of this Agreement. If any provision of this Agreement is held to be unenforceable due to its scope, but may be made enforceable by limiting its scope, the provision will be considered amended to the minimum extent necessary to make it enforceable.

16.1.2 This Agreement will be interpreted without interpreting any provision in favor of or against either Party by reason of the drafting of the provision, or either of our positions relative to the other.

16.1.3 Any covenant, term or provision of this Agreement that provides for continuing obligations after the expiration or termination of this Agreement will survive any expiration or termination.

16.2 Governing Law, Jurisdiction and Venue.

16.2.1 The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subsection 16.2.1.

16.2.2 The Parties agree that any action brought pursuant to this Agreement or the relationship between them must be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia, or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county and state where the Hotel is located. You consent to personal jurisdiction and venue in each of these jurisdictions and waive, and agree not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

16.3 Exclusive Benefit. This Agreement is exclusively for our and your benefit, and none of the obligations of you or us in this Agreement will run to, or be enforceable by, any other party (except for any rights we assign or delegate to one of our Affiliates or covenants in favor of our Affiliates, which rights and covenants will run to and be enforceable by our Affiliates or their successors and assigns) or give rise to liability to a third party, except as otherwise specifically set forth in this Agreement.

16.4 Entire Agreement. This Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into this Agreement by reference will be construed together as the entire agreement between you and us with respect to the Hotel and any other aspect of our relationship and will supersede and cancel any prior and/or contemporaneous discussions or

writings between you and us. You acknowledge that you have entered into this Agreement as a result of your own independent investigation and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, developers, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law. However, nothing in this Section 16.4, this Agreement, or in any of Your Hotel Agreements is intended to disclaim the representations we made in any franchise disclosure document that we furnished to you.

16.5 Amendment and Waiver.

16.5.1 No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind us unless it is in writing, specifically designated as an amendment or waiver, and signed by one of our officers. We may condition our agreement to any amendment or waiver on receiving from you, in a form satisfactory to us, an estoppel and general release of claims that you may have against us, our Affiliates, and related parties.

16.5.2 No failure by us or by any of our Affiliates to exercise any power given us under this Agreement or to insist on strict compliance by you with any of your obligations, and no custom or practice at variance with the terms of this Agreement, will be considered a waiver of our or any of our Affiliates' right to demand exact compliance with the terms of this Agreement.

16.6 Consent; Business Judgment.

16.6.1 Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval at our option, in our business judgment, taking into consideration our assessment of the long-term interests of the System overall. We may withhold any and all consents or approvals required by this Agreement if you are in default or breach of this Agreement. Our approvals and consents will not be effective unless given in writing and signed by one of our duly authorized representatives.

16.6.2 You agree not to make a claim for money damages based on any allegation that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You also may not claim damages by way of set-off, counterclaim or defense for our withholding of consent. Your sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement by specific performance or by declaratory judgment.

16.7 Notices. All notices under this Agreement must be in writing.

16.7.1 Principal Legal Correspondent ("PLC"). You must designate a single Person to be your duly authorized representative to issue and receive notices as described in Subsection 16.7.2. Your designee will be your PLC under this Agreement. You may have only one PLC. The notice address for your PLC may not be a P.O. Box, and the notice address for your PLC may not be the same as the Hotel address. The notice address for your PLC will be set forth initially on the Addendum to this Agreement. If you want to change the person designated as your PLC, or the address or email for notice to your PLC, you may do so at any time by sending a notice to us in accordance with Subsection 16.7.3 or as otherwise directed by us.

16.7.2 Notices of Default and Termination, or Threatened Litigation. Any notice from you or from us declaring default of a provision of this Agreement, or potential or final termination of this Agreement, must be delivered in person, or by prepaid overnight courier delivery service, or by prepaid overnight United States mail, or by prepaid certified United States mail, return-receipt requested, if overnight delivery is not available to the notice address. We will send notices under this Subsection only to your PLC. You must send notices to us under this Subsection as follows: Hilton Franchise Holding LLC, Attention: General Counsel, 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Notice sent under this Subsection will be deemed effective on the earlier of: (a) receipt, or first refusal of delivery; (b) one (1) day

after posting, if sent by overnight commercial delivery service or overnight United States Mail; or (c) three (3) days after placement in United States certified mail, return receipt requested.

16.7.3 Other Notices: If a Party wishes to send a notice to the other Party regarding any issue other than those issues specified in Subsection 16.7.2, the Party may send the notice by any method described in Subsection 16.7.2, or by email. You may send notices under this Subsection to us to: Legal.Development@hilton.com or such other email address as we may periodically designate by notice to you. You may periodically designate additional Persons to receive other types of notices from us by the methods we periodically specify. We may send notices to you under this Subsection to the email address designated for your PLC, or to the email address for other persons you designate for these notices.

16.8 General Release. With the exception of claims related to representations contained in the franchise disclosure document for the Brand, you, on your own behalf and on behalf of, as applicable, your officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge us and our Affiliates and our and their respective officers, directors, employees, managers, agents, representatives and their respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter, cause or thing whatsoever that has happened, developed or occurred relating to this Agreement or the relationship between you and us on or before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

16.9 Remedies Cumulative. The remedies provided in this Agreement are cumulative. These remedies are not exclusive of any other remedies that you or we may be entitled to in case of any breach or threatened breach of the terms and provisions of this Agreement.

16.10 Economic Conditions Not a Defense. Neither general economic downturn or conditions nor your own financial inability to perform the terms of this Agreement will be a defense to an action by us or one of our Affiliates for your breach of this Agreement.

16.11 Representations and Warranties. You warrant, represent and agree that all statements in your franchise application in anticipation of the execution of this Agreement, and all other documents and information submitted to us by you or on your behalf are true, correct and complete as of the date of this Agreement. You further represent and warrant to us that:

16.11.1 you have independently investigated the risks of operating the Hotel under the Brand, including current and potential market conditions and competitive factors and risks, and have made an independent evaluation of all such matters and reviewed our franchise disclosure document, if applicable;

16.11.2 neither we nor our representatives have made any promises, representations or agreements other than those provided in the Agreement or in our franchise disclosure document provided to you in connection with the offer of this Agreement, if applicable, and you acknowledge that you are not relying on any promises, representations or agreements about us or the franchise not expressly contained in this Agreement in making your decision to sign this Agreement;

16.11.3 you have the full legal power authority and legal right to enter into this Agreement;

16.11.4 this Agreement constitutes a legal, valid and binding obligation and your entry into, performance and observation of this Agreement will not constitute a breach or default of any agreement to which you are a party or of any Law;

16.11.5 if you are a corporation, limited liability company, or other entity, you are, and throughout the Term will be, duly formed and validly existing, in good standing in the state in which you are organized, and are and will be authorized to do business in the state in which the Hotel is located;

16.11.6 no Equity Interest has been issued, converted to, or is held as, bearer shares or any other form of ownership, for which there is no traceable record of the identity of the legal and beneficial owner of such Equity Interest; and

16.11.7 you hereby indemnify and hold us harmless from any breach of these representations and warranties, which will survive the termination of this Agreement.

16.12 Existing Agreements. If the Hotel is subject to a franchise, license, affiliation, distribution, membership, lease, management, or similar agreement ("**Existing Agreement**") with another brand company that is not Affiliated with us ("**Existing Brand**"), you represent, warrant, covenant, and agree, on an ongoing basis, that:

16.12.1 such Existing Agreement either (i) expires in accordance with its terms, (ii) expressly gives you a right to terminate (other than for default), or (iii) is subject to a mutual written agreement between you and the Existing Brand to terminate, in each case before the initial Construction Work Completion Date or initial Renovation Work Completion Date set forth in the Addendum (as applicable), and in each case without such termination constituting a breach or default of your Existing Agreement (an expiration or termination based on any of the foregoing being a "**Permitted Termination Event**");

16.12.2 you will comply with the terms of the Existing Agreement, and you will not terminate or attempt to terminate the Existing Agreement in any manner that would constitute a breach or default of such Existing Agreement;

16.12.3 there is no provision in the Existing Agreement that would prohibit or conflict with your ability to enter into this Agreement and comply with its terms; and

16.12.4 you will not open the Hotel under the Brand until: (i) the Existing Agreement has terminated or expired as a result of a Permitted Termination Event; and (ii) we have authorized the opening of the Hotel under the Brand pursuant to Section 6.4 above.

You acknowledge and agree that any actual or alleged breach of, or dispute relating to the subject matter of, this Section 16.12 entitles us to withhold our authorization of the opening of the Hotel under the Brand under Section 6.4 of this Agreement.

16.13 Sanctioned Persons and Anti-bribery Representations and Warranties.

16.13.1 You represent, warrant and covenant to us and our Affiliates, on a continuing basis, that:

16.13.1.1 neither you, nor any Person having Control over you or the Hotel, is a Sanctioned Person;

16.13.1.2 you have not and will not obtain, receive, transfer or provide any funds, property, debt, equity, or other financing related to this Agreement and the Hotel or Hotel Site to/from a Sanctioned Person;

16.13.1.3 neither you, nor any Person having Control over you or the Hotel, has been convicted of, pleaded guilty to, or otherwise been adjudged liable for any violation of laws, ordinances, rules or regulations that pertain to bribery or corruption, money laundering, competition, securities or financial fraud, trade sanctions or export controls, human trafficking, sex trade, or forced labor;

16.13.1.4 any funds received or paid in connection with entry into or performance of this Agreement have not been and will not be derived from illegal sources or activities, or commingled with illegal funds, and that you are not engaging in this transaction in furtherance of a criminal act;

16.13.1.5 in preparation for and in entering into this Agreement, neither you, nor any Person having Control over you or the Hotel, has made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Agreement or the performance of your obligations under this Agreement, neither you nor any Person having Control over you or the Hotel will directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws;

16.13.1.6 neither you, nor any Person having Control over you or the Hotel who may be considered a Government Entity or Government Official, improperly uses their status or position to influence official actions or decisions or to secure any improper advantages to or for the benefit of the Hotel or us; and

16.13.1.7 you will assure that your respective appointed agents (including any Management Company) in relation to this Agreement comply in all material respects with the representations, warranties, and covenants described in this Subsection 16.13.

16.13.2 You will notify us in writing immediately on the occurrence of any event which would render the foregoing representations and warranties of this Subsection 16.13 incorrect.

16.13.3 If we believe that you may not be in compliance with any of the covenants, representations and warranties set forth in this Subsection 16.13, we will advise you of our belief, and you must (a) cooperate with any and all reasonable information and documentation requests and inquiries, including requests for execution of certificates of compliance, and (b) permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management, and use of the Hotel.

16.14 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original, and the Parties agree to conduct the transaction by electronic means.

16.15 Attorneys' Fees and Costs. If either Party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement or defend any claim by the other, then the prevailing Party in any resulting dispute will be entitled to recover from the non-prevailing Party the amount of all reasonable fees of attorneys and experts, court costs, and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

16.16 Interest. Any sum owed to us or our Affiliates by you or paid by us, or our Affiliates on your behalf, will bear interest from the date due until paid by you at the rate of eighteen percent (18%) per annum or, if lower, the maximum lawful rate.

16.17 Successors and Assigns. The terms and provisions of this Agreement will inure to the benefit of and be binding on the permitted successors and assigns of the Parties.

16.18 Our Delegation of Rights and Responsibility. In addition to the rights granted to us in Section 4 and Subsection 12.1 of this Agreement, we reserve the right to delegate to one or more of our Affiliates at any time, any and all of our rights, obligations or requirements under this Agreement, and to require that you submit any relevant materials and documents otherwise requiring approval by us under this Agreement to such Affiliates, in which case approval by such Affiliates will be conclusively deemed to be approval by us. During the period of such delegation or designation, any act or direction by such Affiliates with respect to this Agreement will be deemed the act or direction of us. We may revoke any such delegation or designation at any time. You acknowledge and agree that such delegation may result in one

or more of our Affiliates which operate, license, or otherwise support brands other than the Brand, exercising or performing on our behalf any or all rights, obligations or requirements under this Agreement or performing shared services on our behalf.

16.19 Confidentiality of Negotiated Terms. You agree that you will not disclose to any Person the content of any negotiated terms of this Agreement or Your Hotel Agreements without our prior consent except: (1) as required by Law; (2) as may be required in any legal proceedings; and (3) to those of your officers, directors, managers, members, shareholders, employees, attorneys, accountants, agents or lenders to the extent necessary for the operation or financing of the Hotel, and only if you inform such Persons of the confidentiality of the negotiated provisions. Any disclosure of negotiated terms by you, or by any such Persons, without our consent will be deemed a default under this Agreement. For clarity, you are not restricted from contacting or engaging with government authorities regarding this franchise.

17.0 WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES

17.1 IF EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.

17.2 IN ANY DISPUTE BETWEEN THE PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ALL PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO PUNITIVE OR EXEMPLARY DAMAGES FROM THE OTHER. NOTHING IN THIS SECTION LIMITS OUR RIGHT OR THE RIGHT OF AN INDEMNIFIED PARTY TO BE INDEMNIFIED AGAINST THE PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES TO A THIRD PARTY. [SELECT FOR ALL BRANDS EXCEPT OL: THE PARTIES ACKNOWLEDGE THAT LIQUIDATED DAMAGES PAYABLE BY YOU UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR LIQUIDATED DAMAGES FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.] [SELECT FOR OL: THE PARTIES ACKNOWLEDGE THAT ANY LIQUIDATED DAMAGES OR TERMINATION FEE PAYABLE BY YOU UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR A TERMINATION FEE FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.]

18.0 ACKNOWLEDGEMENT OF EXEMPTION

You represent and acknowledge that:

18.1 The franchise sale is for more than One Million Four Hundred Sixty-Nine Thousand Six Hundred Dollars ($1,469,600) - excluding the cost of unimproved land and any financing received from Franchisor or an Affiliate - and thus is exempted from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 C.F.R. 436.8(a)(5)(i); and at least one person has invested One Million Four Hundred Sixty-Nine Thousand Six Hundred Dollars ($1,469,600) in the Hotel or the Hotel Site; or

18.2 You and/or your Affiliates have been in business for at least five (5) years and have a net worth of at least Seven Million Three Hundred Forty-Eight Thousand Dollars ($7,348,000) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 C.F.R. 436.8(a)(5)(ii); and

18.3 As a result, this franchise sale is exempt under federal and state franchise law.

19.0 [SELECT FOR ALL BRANDS EXCEPT HFS: NOTICE OF INTENT TO MARKET [SELECT FOR

HFS: RIGHT OF FIRST OFFER

[SELECT FOR ALL BRANDS EXCEPT HFS: Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate want to Transfer any Equity Interest, you must give us written notice, concurrently with beginning your marketing efforts.**]**

[SELECT FOR HFS

19.1 Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate wants to Transfer any Equity Interest, or you or a Controlling Affiliate receive an unsolicited bona fide offer from a third party to purchase or lease the Hotel or Hotel Site or an interest in it ("**Marketed Interest**"), you or the Controlling Affiliate shall notify us in writing of such offer ("**ROFO Notice**"). The ROFO Notice shall describe the Marketed Interest and state the intended sales or lease price and all terms and conditions of the proposed sale or lease. You or the Controlling Affiliate will provide us with all information and documentation relating to the Marketed Interest that we request.

19.2 We or our designee(s) shall have the right, exercisable within thirty (30) days after receipt of all requested documentation and information from you ("**Option Period**"), to either make an offer to purchase or lease the Marketed Interest ("**Our Offer**") or waive our right to make an offer. During the Option Period, you may not change any of the terms and conditions in the ROFO Notice, and must deal exclusively with us or our designee(s).

19.3 You will have twenty (20) days after receiving Our Offer to accept or reject Our Offer in writing. If Our Offer is for a price equal to or greater than stated in the notice and is on substantially similar terms and conditions as (or is more favorable than) those stated in the ROFO Notice, then you must accept Our Offer. If you do not accept Our Offer within twenty (20) days, it is deemed rejected.

19.4 If you accept Our Offer, we or our designee and you will enter into an agreement and complete the transaction for the purchase or lease of the Marketed Interest at the price and on the terms and conditions of Our Offer within sixty (60) days of your written acceptance (the "**60-day Period**"). You will not offer the Hotel or Hotel Site to any third party during the 60-day Period. If the parties are unable to reach agreement despite good faith negotiations in the 60-day Period, you will be deemed to have rejected Our Offer.

19.5 If you do not accept Our Offer, or it is deemed rejected, or we waive our right to make an offer, for two hundred seventy (270) days (the "**270-day Period**"), you or a Controlling Affiliate may Transfer the Marketed Interest to a third party for a price greater than and/or on more favorable terms than the price and terms stated in Our Offer, but you or a Controlling Affiliate must comply with the Transfer provisions in Section 12.2.2 of this Agreement. If you or a Controlling Affiliate proposes to Transfer the Marketed Interest at a lesser price or on less favorable terms during the 270-day Period, then you must again give us notice of the proposed sale or lease and comply with the provisions of this Section 19.

[INCLUDE ONLY IF KEY MONEY GRANTED / DELETE OTHERWISE AND UPDATE TOC]
20.0 KEY MONEY/DEVELOPMENT INCENTIVE NOTE

You and any co-makers must execute the Development Incentive Note attached to this Agreement as Exhibit [_ contemporaneously with your execution of this Agreement. We will pay to you [_____ Dollars ($__) as a development incentive within thirty (30) days after you open the Hotel under the Brand with our consent if: (a) there have been no material adverse changes in your business, finances, legal, litigation, or bankruptcy status since approval; (b) you have completed any PIP; and (c) you paid the franchise application fee.

In connection with this Agreement or the performance of its obligations under this Agreement, you will not use any portion of the development incentive to make, provide, offer to make, or authorize, directly or indirectly, an Improper Payment or engage in any acts or transactions otherwise violating any Anti-

Corruption Laws. If we have any basis for a reasonable belief that you have used the development incentive in violation of any Anti-Corruption Laws, we will advise you of this belief and you will cooperate with any and all reasonable information and document requests and inquiries, including requests for execution of certificates of compliance, and permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management and use of the Hotel.

ADDENDUM TO FRANCHISE AGREEMENT

Effective Date:	**[**
Facility Number:	**[**
Franchisor Name:	**HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company**
Brand:	**[SELECT:** **Apartment Collection by Hilton,** as that name is used to identify the chain of apartment hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Apartment" or "Collection" or "Hilton" as any part of their brand name. **Canopy**, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Canopy" or "Hilton" as any part of their brand name. **Canopy by Hilton**, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Canopy" or "Hilton" as any part of their brand name. **Curio Collection by Hilton**, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Curio," "Collection," or "Hilton" as any part of their brand name. **DoubleTree by Hilton**, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "DoubleTree" or "Hilton" as any part of their brand name. **DoubleTree Suites by Hilton**, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "DoubleTree," "Suites," or "Hilton" as any part of their brand name. **Embassy Suites**, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Embassy," "Suites," or "Hilton" as any part of their brand name.

Embassy Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Embassy,” “Suites,” or “Hilton” as any part of their brand name.

Graduate by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Graduate” or "Hilton” as any part of their brand name.

Hampton Inn by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Hampton” or “Hilton” as any part of their brand name.

Hampton Inn & Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Hampton,” “Suites,” or “Hilton” as any part of their brand name.

Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the word “Hilton” as any part of their brand name.

Hilton Garden Inn, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the word “Hilton” as any part of their brand name.

Home2 Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Home,” “Suites,” or “Hilton” as any part of their brand name.

Homewood Suites by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Home,” “Suites,” or “Hilton” as any part of their brand name.

LivSmart Studios by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of

hotels that include the words “LivSmart”, “Studios” or "Hilton” as any part of their brand name.

LXR, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the initials or words “LXR” or “Hilton” as any part of their brand name.

Motto by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Motto” or “Hilton” as any part of their brand name.

Outset Collection by Hilton as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Outset,” “Collection,” or "Hilton” as any part of their brand name.

Spark by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Spark” or "Hilton” as any part of their brand name.

Tapestry Collection by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Tapestry,” “Collection,” or “Hilton” as any part of their brand name.

Tempo by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other chains of hotels that include the word “Tempo” or “Hilton” as any part of their brand name.

Tru by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Tru” or "Hilton” as any part of their brand name.

Undergraduate by Hilton, as that name is used to identify the chain of hotels operated under the same Chain Code and Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words “Undergraduate” or "Hilton” as any part of their brand name.

Initial Approved Hotel Name (Trade Name):	
Principal Mark in Brand:	**[SELECT:**
	Canopy
	Curio
	DoubleTree
	Embassy
	Graduate
	Hampton
	SELECT FOR AQ, HFS HGI: Hilton
	Home2
	Homewood
	LivSmart
	LXR
	Motto
	Outset
	Spark
	Tapestry
	Tempo
	Tru
	Undergraduate
Franchisee Name and Address (Attn: Principal Legal Correspondent):	**[**
Address of Hotel:	**[**
Initial Number of Approved Guest Rooms:	**[**
Plans Submission Dates:	
Preliminary Plans:	**[Due four (4) months from the Effective Date]**
Design Development (50%) Plans and Specifications:	**[Due eight (8) months from the Effective Date]**
Final (100%) Plans and Specifications:	**[Due twelve (12) months from the Effective Date]**
Construction Commencement Date:	**[EY HAM HGI H2 HWS PO RU UAB UD: Due fifteen (15) months from the Effective Date**
	[AQ DT ES GU HFS ID OL PY QQ UP: Due Sixteen (16) months from the Effective Date
	[If Adaptive Reuse, include:

	For the Hotel to be considered under construction, you must have: (a) submitted final plans to us, (b) received our approval of your final plans, (c) submitted to us a building permit for Hotel construction, and (d) substantially completed, to our satisfaction: (i) exterior demolition, if applicable, and (ii) interior demolition and construction of new permanent interior walls.
Construction Work Completion Date:	**[EY HAM H2 RU UAB: Due twenty-seven (27) months from the Effective Date** **[HGI HWS PO: Due thirty (30) months from the Effective Date** **[AQ DT ES GU HFS ID OL PY QQ UD UP: Due thirty-six (36) months from the Effective Date**
Renovation Commencement Date:	**[**
Renovation Work Completion Date:	**[**
	[IF THERE ARE "PRE CONVERSION" PIP DEADLINES: [_____] with respect to all items in the PIP with a "Pre Conversion" due date; as set forth in the PIP with respect to all other items.]
	[SELECT FOR COO/RL:][All due dates in the PIP that are a specified number of months or days shall mean the number of months or days from the Effective Date.]
	[SELECT FOR CV:][All due dates in the PIP that are a specified number of months or days shall mean the number of months or days from the Opening Date.]
Expiration Date:	**[SELECT:** **New Construction – At midnight on the last day of the month [EY HAM HGI H2 HWS PO RU UAB UD: twenty-two (22) years from the [SELECT: Effective Date] [Opening Date] [AQ DT ES GU HFS ID OL PY QQ UP: twenty-three (23) years from the [SELECT: Effective Date] [Opening Date]**
	Conversion – At midnight on the last day of the month SELECT: ten (10) to twenty (20) years from the Opening Date
	Change of Ownership – Remaining Term under the existing franchise agreement
Monthly Fees:	
[DELETE UNLESS HFS: Monthly Food and Beverage Fee:	**Three percent (3%) of the Hotel's Gross Food and Beverage Revenue for the preceding calendar month.**

Monthly Program Fee:

[SELECT UAB: Three percent (3%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

[SELECT FOR DT ES GU HAM HFS HGI ID OL PO PY QQ RU UD UP: Four percent (4%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

[SELECT FOR EY, HWS: Two and one-half percent (2.5%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

[SELECT FOR H2, PE: Three and one-half percent (3.5%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

[SELECT FOR AQ: Two and one-half percent (2.5%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.

[SELECT ONLY IF EARLY RL AND PREVIOUS MONTHLY PROGRAM FEE WAS LOWER: **From the Effective Date through [Expiration Date of prior FA, you will pay [____ percent (_%) ("Discounted Fee") of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month; then, from [Expiration Date of prior FA to the end of the Term, you will pay [____ percent (_%) of GRR. The Discounted Fee will not be used as a base for purposes of calculating any changes to the Monthly Program Fee during the Term.**

ALWAYS INCLUDE: The Monthly Program Fee is subject to change by us. Any change may be established in the Standards, but the rate will not exceed the standard Monthly Program Fee as of the Effective Date plus one percent (1%) of the Hotel's GRR during the Term.

ALWAYS INCLUDE: In addition to the above, the standard Monthly Program Fee is subject to change by us. Any change may be established in the Standards, but the rate will not exceed the standard Monthly Program Fee as of the Effective Date plus one percent (1%) of the Hotel's GRR during the Term.

Monthly Royalty Fee:

[SELECT FOR AQ DT GU HFS ID OL PO PY QQ UAB UD UP:
Five percent (5%) of the Hotel's GRR for the preceding calendar month.

Monthly Royalty Fee:

[SELECT FOR ES HGI HWS RU PE:
Five and one-half percent (5.5%) of the Hotel's GRR for the preceding calendar month.

	BUT IF ES HWS NEW DEVELOPMENT/CONVERSION, USE THE FOLLOWING:
Monthly Royalty Fee:	**Three and one-half percent (3.5%) of the Hotel's GRR for the preceding calendar month** for first twelve (12) full calendar months after the Opening Date (Year 1). **Four and one-half percent (4.5%) of the Hotel's GRR for the preceding calendar month** for second twelve (12) full calendar months after the Opening Date (Year 2). **Five and one-half percent (5.5%) of the Hotel's GRR for the preceding calendar month** for the remainder of the Term.
Monthly Royalty Fee:	**[SELECT FOR EY HAM H2:** **Six percent (6%) of the Hotel's GRR for the preceding calendar month.**

Additional Requirements/Special Provisions [Section #]:

[ADD ONLY IF APPLICABLE]
Restricted Area Provision

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the **[SELECT: Effective Date] OR [Opening Date, but in no event later than _____]** ("**Restrictive Period**"), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Brand, as such Brand name may be periodically changed by us, within a [**SELECT** ___ mile radius of the Hotel, the center point of which is the front door of the Hotel **("Restricted Area")**. **[SELECT** Restricted Area described as follows, and as set forth on Exhibit [__: **[INSERT DESCRIPTION.]**

This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date ("**Existing Hotel**"). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Brand. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Brand; (2) hotel(s) or motel(s) that will not begin operating under the Brand until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Brand; (4) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Brand; and (5) hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name. **[INSERT FOR HFS:** You acknowledge and agree that this restriction does not apply to any "Signia Hilton" or "Signia by Hilton" brand hotel.

[IF HAM/HIS USE THIS RAB LANGUAGE INSTEAD

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the **[SELECT: Effective Date] OR [Opening Date, but in no event later than _____]** ("**Restrictive Period**"), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Hampton, Hampton Inn or Hampton Inn & Suites brands (collectively, **"Restricted Brands")**, as such Restricted Brands' names may be periodically changed by us, within a **[SELECT** ___ mile radius of the Hotel, the center point of which is the front door of the Hotel **("Restricted Area")**. **[SELECT** Restricted Area described as follows, and as set forth on Exhibit [__: **[INSERT DESCRIPTION.]**

This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Restricted Brands hotel as of the Effective Date ("**Existing Hotel**"). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Restricted Brands. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Restricted Brands; (2) hotel(s) or motel(s) that will not begin operating under the Restricted Brands until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Restricted Brands; (4) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Restricted Brands; and (5) hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Restricted Brands name or any other name.

[IF AQ USE THIS RAB LANGUAGE INSTEAD
Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the **[SELECT: Effective Date] OR [Opening Date, but in no event later than _____]** ("**Restrictive Period**"), neither we nor any of our Affiliates will open, or allow to open, an apartment hotel under the Brand, as such Brand name may be periodically changed by us, within a [**SELECT** ___ mile radius of the Hotel, the center point of which is the front door of the Hotel **("Restricted Area")**. **[SELECT** Restricted Area described as follows, and as set forth on Exhibit [__: **[INSERT DESCRIPTION.]**

This restriction does not apply to any property that is currently open or under construction or has been approved for development or opening as a Brand property as of the Effective Date ("**Existing Property**"). The term Existing Property also includes any property located or to be located within the Restricted Area that replaces such Existing Property under the Brand. The restrictions also do not apply to any: (1) properties under brands other than the Brand; (2) properties that will not begin operating under the Brand until after the expiration of the Restrictive Period; (3) gaming-oriented properties or facilities using the Brand; (4) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Brand; and (5) properties that are part of a chain or group of four (4) or more properties that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name.

[IF RL: Amendment and Restatement. This Agreement replaces the franchise agreement dated **[INSERT DATE]** ("**Original Agreement**") by and between us (or our Affiliate) and you (or your Affiliate) with respect to the Hotel. The Original Agreement will be superseded and have no further force or effect as of the Effective Date of this Agreement, except those provisions expressly intended to survive termination or expiration of the Original Agreement. To the extent there are outstanding obligations to us or our Affiliates under the Original Agreement, you acknowledge and agree that you are directly responsible, jointly and severally, for all such obligations under the Original Agreement existing at or accruing after the execution of this Agreement.

[IF COO: Obligations of Former Franchisee. You acknowledge and agree that you are directly responsible for, and will pay on demand, all fees and charges due and owing us and our Affiliates related to the former franchise agreement for the Hotel if any such fees and charges remain outstanding as of or accrue after the Effective Date of this Agreement.

[IF SITE CONTROL NOT CONFIRMED ON EFFECTIVE DATE: Site Control: Before commencement of Construction Work, but not later than the Construction Work Completion Date, you must submit to us evidence satisfactory to us showing your title to, or long-term possessory interest in, the real property on which the Hotel will be sited (i.e. a conformed copy of the deed, or ground lease submitted for recording, or like document) in accordance with Subsections 5.1.15 and 5.1.16 of the Agreement.

[IF TIC: Tenant-in-Common Ownership: You acknowledge and agree that: (1) each of you is jointly, severally, individually and collectively responsible for the Franchisee's obligations under this Agreement; (2) your obligations and liability to us is not limited by your tenant-in-common structure; (3) the transfer provisions of this Agreement apply to each of you; (4) [_____] is deemed to be your Controlling Affiliate; and (5) the Hotel has a single designated Principal Legal Correspondent, as named above, whom we will notify for all purposes under this Agreement.

Your Ownership Structure:
See Attached Schedule 1

[IF FRANCHISEE'S AFFILIATE IS THE FEE TITLE OWNER, LESSOR OR SUBLESSOR OF THE HOTEL OR THE HOTEL SITE**:**
Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:
See Attached Schedule 2

[IF KEY MONEY **EXHIBIT _** – DEVELOPMENT INCENTIVE NOTE

[IF JURISDICTION APPLIES **EXHIBIT _** – STATE/TERRITORY ADDENDUM

[IF APPLICABLE EXHIBIT _ – SHARED FACILITIES ADDENDUM

[ONLY IF NOT A RADIUS **EXHIBIT _** – RESTRICTED AREA MAP

[IF APPLICABLE **EXHIBIT _** – PROPERTY IMPROVEMENT PLAN

IN WITNESS WHEREOF, the Parties have executed this Agreement, which has been entered into and is effective as of the Effective Date set forth above.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	Executed on: _____

SCHEDULE 1

Your Ownership Structure:

Name (Shareholder, Partner, Member and Manager)	**Nature of Ownership Interest**	**% Interest**	**% Interest**	**% Interest**	**% Interest**

SCHEDULE 2

Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

Name (Shareholder, Partner, Member and Manager)	Nature of Ownership Interest	% Interest	% Interest	% Interest	% Interest

EXHIBIT - __

SHARED FACILITIES ADDENDUM TO FRANCHISE AGREEMENT

You and we are parties to a franchise agreement dated _____ ("**Agreement**"), which provides, among other things, for the operation of the (proposed) **[**insert Hotel #1 name _____**]** hotel located or to be located at **[**Insert Hotel #1 address ____ ("**Hotel**").

You (or your Affiliate) and we are also parties to a franchise agreement dated _____**]** ("**[**Insert Brand #2 _____**] Agreement**") for the operation of the (proposed) **[**Insert Hotel #2 name _____**]** hotel located or to be located at **[**Insert Hotel #2 address ____ ("Insert Brand #2 _____ **Hotel**").

You requested that the Hotel and the **[**Insert Hotel #2 ___**]** Hotel (collectively, "**Sharing Hotels**"), which are **[**or, will be**] [Select:** part of the same building structure **or** located in buildings adjacent to one another,**]** be permitted to jointly utilize certain shared hotel facilities and offer to their guests the use of certain shared amenities ("**Shared Facilities**") in accordance with the terms of this Addendum ("**Shared Facilities Arrangement**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree that the following provisions are incorporated into and made a part of the Agreement:

1) We give our consent for the Hotel and the **[**Hotel #2**]** Hotel to jointly utilize the Shared Facilities identified during our review and approval of the Plans and Designs for the Hotel and the **[**Hotel #2**]** Hotel.

2) Our consent is contingent upon you (or your Affiliate) executing a Shared Facilities Addendum to the **[**Hotel #2**]**Agreement on the same terms contained in this Addendum.

3) We expressly reserve the right to withdraw our consent and, on notice, require you to discontinue the Shared Facilities Arrangement if:

   a) we determine that such participation is detrimental to the operation of the Hotel, the guest experience, or the goodwill and reputation of the Brand and/or the Marks;

   b) any of the Shared Facilities fail to meet System Standards as set forth under the Agreement and/or the **[**Hotel #2**]** Agreement;

   c) either the Agreement or the **[**Hotel #2**]** Agreement is terminated for any reason;

   d) You Transfer a controlling Equity Interest in you, the Hotel Site, or the Agreement, without simultaneously selling, leasing, assigning, or Transferring a controlling Equity Interest in you (or your Affiliate controlling **[**Hotel #2**]** Hotel), the **[**Hotel #2**]** Hotel Site, or the **[**Hotel #2**]** Agreement, to the same transferee or a transferee under common control with such transferee. Any Transfers are subject to the Transfer provisions of the Agreement. Failure to comply with the Transfer provisions is a material breach of the Agreement.

   If we withdraw our consent pursuant to this paragraph, to the extent that the Shared Facilities are part of Standards, you shall immediately make arrangements to either procure the Shared Facilities, or to construct comparable facilities and amenities, for the exclusive use of the Hotel. Your failure to procure the Shared Facilities or construct comparable facilities and amenities to meet Standards is deemed to be a default that may result in the termination of the Agreement. If the Shared Facilities are no longer a part of the Hotel, you are responsible for immediately removing any Marks or distinctive System features associated with the Brand from any of the Shared Facilities that are accessible to or visible by Hotel guests, and removing all other indicia that the Hotel had joint possession or use of the Shared Facilities with the **[**Hotel #2**]** Hotel.

4) So long as the Shared Facilities Arrangement is in place, any new franchise agreement executed in connection with a Transfer, or any successor franchise agreement executed between you and us must contain the provisions set forth in this Addendum. You acknowledge and agree that your refusal to include these restrictions in a successor franchise agreement will constitute a valid and reasonable basis for us to refuse to grant such successor franchise agreement. You acknowledge and agree that a proposed transferee's refusal to include these restrictions in a new franchise agreement will constitute a valid and reasonable basis for us to deny our consent to such Change of Ownership Transfer.

5) You acknowledge and agree that any Default under the **[**Hotel #2**]** Agreement shall constitute a simultaneous Default of the Agreement, and termination of the **[**Hotel #2**]** Agreement pursuant to such Default shall constitute a valid basis for termination of the Agreement.

6) All questions with respect to the construction of this Addendum and the rights and liabilities of the parties under this Addendum shall be governed by the internal laws of the state designated in the Agreement. A breach of any provision of this Addendum is a breach of the Agreement. Any action or proceeding related to or arising out of this Addendum shall be submitted and resolved exclusively by a court of competent jurisdiction located in the forum designated in the Agreement.

7) All capitalized terms not expressly defined in this Addendum shall have the meanings set forth in the Agreement. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

8) This Addendum may be executed in counterparts, and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	Executed on: _____

EXHIBIT D-1

EXHIBIT _

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

The California Department of Financial Protection and Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws may control.

2. If Franchisee is required in the Franchise Agreement to execute a release of claims, such release may require us to exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

3. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

4. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the covenant may be unenforceable under California law.

5. If the Franchise Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

6. If the Franchise Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

7. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

8. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

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

1. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

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

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

1. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

   "The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York choice of law or conflicts of law principles."

2. Subsection 16.2.2 of the Franchise Agreement concerning jurisdiction and venue shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

3. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

4. Subsection 17.1 of the Franchise Agreement, containing a waiver of jury trial, shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

5. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois franchisees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

1. The general release language contained in Subsection 16.8 of the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.

2. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 13, concerning termination and Section 3, concerning renewal of the License.

3. Subsection 16.2.2 is amended to provided that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the License.

4. Section 16.4 is deleted and replaced with the following:

   16.4 Entire Agreement. This Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into this Agreement by reference will be construed together as the entire agreement between you and us with respect to the Hotel and any other aspect of our relationship and will supersede and cancel any prior and/or contemporaneous discussions or writings between you and us. However, nothing in this Section 16.4, this Agreement, or in any of Your Hotel Agreements is intended to disclaim the representations we made in any franchise disclosure document that we furnished to you.

5. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

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

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Section 3 and Section 13 are amended to provide that Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee's use of Franchisor's trademarks infringes trademark rights of the third party. Under Subsection 9.4, Franchisor does not indemnify Franchisee against the consequences of Franchisee's use of Franchisor's trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor within ten (10) days after the claim is asserted. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. In compliance with Minnesota Rule 2860.4400J, Subsection 9.6.2 of the Franchise Agreement is amended as follows:

   The first sentence is amended to read: "If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we and our Affiliates may have at law." The second sentence is deleted in its entirety.

4. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

   "The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota."

5. The following language will appear at the end of Subsection 16.2.2 of the Franchise Agreement:

   "Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

6. Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. Subsection 13.4 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

   "Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 13.6, 9.6, 10.3 and Section 14 and other damages suffered by us arising out of your breach or default."

7. The following language will appear at the end of Subsection 16.8 of the Franchise Agreement:

"Minnesota Rule 2860.4400D prohibits Franchisor from requiring a Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota franchise law. This Subsection 16.8 does not require you to assent to any release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 08C.01 to 80C.22, as amended, which also provides that the voluntary settlement of disputes is not barred."

8. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

9. Minn. Rule 2860-4400J prohibits waiver of a jury trial. Subsection 17.1 of the Franchise Agreement is deleted in its entirety.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. Subsection 9.6 of the Franchise Agreement requiring you to consent to the entry of an injunction is amended to provide that you consent to the seeking of such an injunction.

3. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of New York concerning franchising.

4. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

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

1. Subsection 16.2.1 is amended to provide that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

2. Subsection 16.2.2 is amended to provide that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.

3. The Franchise Agreement is amended to reflect that all liquidated damages provisions in the Franchise Agreement are deleted in their entirety. Further, Subsection 13.4 of the Franchise Agreement is replaced by the following:

   Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 9.6, 10.3, 13.6, and Section 14 and other damages suffered by us arising out of your breach or default.

4. Subsection 17.1, which requires you to waive your right to a trial by jury, is deleted in its entirety.

5. Subsection 17.2, which requires you to waive your right to exemplary and punitive damages, is deleted in its entirety.

6. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

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

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

PUERTO RICO ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in Puerto Rico:

1. Subsection 16.2 of the Franchise Agreement is hereby deleted in its entirety, and replaced by the following:

"**16.2 Governing Law, Jurisdiction and Venue**

16.2.1 The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, and except as set forth in Subsection 16.2.2, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subsection 16.2.1.

16.2.2 The Parties irrevocably agree that all disputes, controversies or claims arising out of in connection with this Agreement, or the breach, termination or invalidity of this Agreement will be finally settled by arbitration conducted by the American Arbitration Association, JAMS or similar arbitral body (at Franchisor's election) in accordance with the Federal Rules of Civil Procedure by one (1) or more arbitrators appointed in accordance with said rules. To the extent the Federal Rules of Civil Procedure do not govern certain procedures or requirements relating to the arbitration, the parties will look to the applicable rules of the applicable arbitral body. The venue of the arbitration will be Fairfax County, Virginia, and the seat of the arbitration will be New York, New York. Arbitration proceedings will be conducted in English. You consent to personal jurisdiction and venue this jurisdiction and waive, and agree not to assert, move or otherwise claim that the venue in this jurisdiction is for any reason improper, inconvenient, prejudicial or otherwise inappropriate. Notwithstanding the foregoing, the parties agree that actions initiated or maintained by us for temporary remedies, injunctive or other equitable relief may be brought in any competent court or other governmental agency or authority. Notwithstanding such election, the choice of substantive law made by the parties pursuant to this Subsection 16.2 shall continue to apply. Issues relating to the conduct of any arbitration and enforcement of any award shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. An award of arbitration may be confirmed in a court of competent jurisdiction."

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a **[INSERT TYPE OF ENTITY]**

By: _____
Name: _____
Title: _____
Executed on: _____

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT _

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in the State of Rhode Island:

1. Subsection 16.2.1 is amended to provide that any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted.

2. Subsection 16.2.2 is amended to provide that Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

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

1. Section 16.11 is amended to delete subsections 16.11.1 and 16.11.2.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT _
WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the Franchise Agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the Franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning your relationship with the Franchisor. Franchise Agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the Franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The Franchisee may terminate the Franchise Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Franchise Agreements or related agreements that permit the Franchisor to repurchase the Franchisee's business for any reason during the term of the Franchise Agreement without the Franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the Franchise Agreement or related agreements that requires the Franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits Franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring Franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the Franchise Agreement or related agreements stating that the Franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the Franchise Agreement or related agreements requiring the Franchisee to indemnify, reimburse, defend, or hold harmless the Franchisor or other parties is hereby modified such that the Franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the Franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Franchise Agreement or related agreements require a Franchisee to reimburse the Franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the Franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits the Franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the Franchisor and is paid a fee for referring prospects to the Franchisor and/or selling the franchise. If a Franchisee is working with a franchise broker, Franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

FRANCHISEE:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a **[INSERT TYPE OF ENTITY]**	HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	

EXHIBIT D-2

EXHIBIT - ____

DEVELOPMENT INCENTIVE NOTE

McLean, Virginia

$[INSERT AMOUNT] **Date: [INSERT DATE]**

FOR VALUE RECEIVED, **[INSERT NAME** (whether one or more, jointly and severally, "**Maker**") promises to pay to the order of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company ("**Holder**"), the principal sum of **[INSERT AMOUNT IN WORDS]** ($**[INSERT NUMERICAL AMOUNT]**) which amount shall bear no interest unless Maker defaults or this Development Incentive Note (this "**Note**") is accelerated.

This Note is issued pursuant to the Franchise Agreement between Holder and Maker for the operation of a **[INSERT BRAND]** hotel to be located at **[INSERT ADDRESS]** ("**Hotel**"). All capitalized terms not defined in this Note shall have the same meaning as in the Franchise Agreement.

The principal amount of this Note will be disbursed by Holder to Maker, and Maker will become subject to the obligation to repay or discharge this Note, when and if (a): Maker opens the Hotel with our consent; (b) there have been no material adverse changes in the business, legal, litigation, bankruptcy status or finances of the Maker, any guarantors, or the project since approval; (c) Maker has completed any PIP; and (d) Maker has paid the Franchise Application Fee. If the Franchise Agreement terminates before the Hotel opens and Holder has not disbursed the principal amount of this Note to Maker, then this Note will be deemed discharged and neither party will have any further obligation to the other under this Note. On each anniversary of the Hotel's Opening Date, one-twentieth (1/20th) **[UPDATE IF FA TERM IS NOT 20 YEARS]** of the original principal amount will be forgiven without payment. Maker's obligation to repay the principal of this Note will cease and this Note will automatically be canceled and discharged when and if the principal is completely forgiven or repaid in accordance with these terms. For the purposes of calculating the portion of the principal amount of this Note that is forgiven each year, Holder will be deemed to have disbursed the full principal amount regardless of whether or not Holder has set off any amounts from such principal amount pursuant to the Franchise Agreement prior to disbursement to Maker.

If a termination of the Franchise Agreement occurs for any reason; or a Transfer occurs, and the transferee does not assume Maker's obligation under this Note and cause a replacement co-maker acceptable to Holder to assume the obligations of any co-maker under this Note in a writing acceptable to Holder before the closing of such Transfer before the principal is forgiven or repaid, then the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. If this Note is accelerated under this paragraph, and is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest from its due date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 7930 Jones Branch Dr., Suite 1100, McLean, VA 22102, Attention: General Counsel, or at such other place as Holder may periodically direct by written notice to Maker. Any payments shall be first applied to collection costs and expenses, if any, incurred by the Holder, second to any accrued but unpaid interest and last to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty but amounts paid or prepaid may not be re-disbursed. Prepayments of principal will be applied without notation on this Note. Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection, which, shall be due and payable on demand or, at the Holder's election, may be added to the amount due and payable to Holder under this Note. This Note is issued in and shall be governed and construed according to the laws of the State of New York (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this Note, grant extensions, renewals, releases, discharges, compositions and compromises with any party

liable on this Note, with or without notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this Note.

The terms "Holder" and "Maker" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law; *provided that,* Maker shall not assign or delegate any of its obligations or agreements hereunder without the Holder's prior written consent and any assignment or delegation without such prior written consent shall be null and void. All references to "Maker" shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note, and all such parties signing or endorsing this Note shall be jointly and severally liable with the named Maker for all of Maker's obligations and liabilities under this Note.

IN WITNESS WHEREOF, the undersigned have executed this Note effective on the date indicated above.

Maker
[INSERT FRANCHISEE ENTITY],
a **[INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

[REQUIRED IF PRINCIPAL OF NOTE IS $1,000,000 OR MORE:
Co-Maker
[INSERT ENTITY],
a **[INSERT TYPE OF ENTITY]**

By: _____

Name: _____

Title: _____

Executed on: _____

EXHIBIT E

U.S. GUARANTY OF FRANCHISE AGREEMENT

Insert Hotel Name

[THE BRACKETED LANGUAGE IS INSERTED FOR A SITE RELATED GUARANTY WITH TENANT-IN-COMMON (TIC) OWNERSHIP]

THIS U.S. GUARANTY OF FRANCHISE AGREEMENT ("**Guaranty**") is executed as of [Date] ("**Effective Date**") by _____, a _____[jointly, severally, individually and collectively] ("**Guarantor**"), in favor of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company ("**Franchisor**") confirm Franchisor entity, as consideration of and as an inducement to Franchisor to execute the franchise agreement with an Effective Date of [Date] (referred to in this Guaranty collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments, as the "**Franchise Agreement**") between Franchisor and _____, a _____ ("**Franchisee**"). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as in the Franchise Agreement. Guarantor agrees as follows:

[WHEREAS, Guarantor has represented that it owns a tenant-in-common interest in the real property and improvements comprising (or that will comprise) the Hotel (the "**Property**");]

1. Guaranty. Guarantor hereby unconditionally and irrevocably [jointly, severally, individually and collectively,] guaranties to Franchisor: (a) the full and prompt payment of all sums owed by Franchisee to Franchisor and to Franchisor's Affiliates under the Franchise Agreement, any related agreements, and otherwise relating to the Hotel, including, but not limited to, all fees and charges, interest, default interest, and other costs and fees (including, without limitation, attorneys' fees in connection with enforcement of the Franchise Agreement; and (b) the performance of all other obligations of Franchisee arising under the Franchise Agreement and any related agreements (collectively, the "**Obligations**"). On default by Franchisee and notice from Franchisor to Guarantor, Guarantor will immediately make payment in full of all past due amounts owing to Franchisor or Franchisor's Affiliates, and perform each Obligation of Franchisee.

2. Waivers of Certain Rights and Defenses. Each Guarantor waives: (a) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of Guarantor's liability under this Guaranty; (b) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of Guarantor's execution of and performance under this Guaranty; (c) any law or statute which requires that Franchisor or its Affiliates make demand on, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others before making any demand on, collecting from or taking any action against Guarantor under or with respect to this Guaranty; and (d) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

4. Information Requests. Guarantor must deliver to Franchisor: (a) complete and current financial information about Guarantor as Franchisor may reasonably request; and (b) any other information about Guarantor that Franchisor reasonably requests.

5. Additional Provisions.

(a) Each Guarantor jointly and severally holds harmless, and agrees to defend, protect, and indemnify Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.

[INSERT FOR TIC AND DELETE THE ABOVE 5(a) - Guarantor, jointly, severally, individually and collectively, agrees to defend, protect, indemnify and hold harmless, Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.]

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

(c) Notices must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid United States Mail, overnight, registered or certified, with return-receipt requested, to the following addresses:

If to Franchisor: Hilton Franchise Holding, LLC
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

If to Guarantor: INSERT Name and Address

If Guarantor wants to change the notice address set forth above, Guarantor shall notify Franchisor in writing in accordance with the delivery procedure set forth in this Subsection [4]5(c). A Notice will be deemed effective on the earlier of: (i) receipt or first refusal of delivery; (ii) one (1) day after posting if sent by overnight commercial delivery service or overnight United States Mail; or (iii) three (3) days after placement in the United States Mail if overnight delivery is not available to the Notice address.

(d) Guarantor represents, warrants and covenants to Franchisor that Guarantor, including its directors, officers, senior management, shareholders and other persons having a controlling interest in Guarantor: (i) is not, and, to your actual or constructive knowledge, is not owned or controlled by, or acting on behalf of, Sanctioned Persons or, to Guarantor's actual knowledge, otherwise the target of Trade Restrictions; (ii) have not and will not obtain, receive, transfer or provide any funds, property, debt, equity or other financing related to the Franchise Agreement and the Hotel or Hotel Site to/from any entity that qualifies as a Sanctioned Person or, to your actual or constructive knowledge, is otherwise the target of any applicable Trade Restrictions' (iii) Guarantor is familiar with the provisions of applicable Anti-Corruption Laws and shall comply with applicable Anti-Corruption Laws in performance of its obligations under or in connection with this Guaranty and the Franchise Agreement and any related agreements; (iv) any funds received or paid in connection with entry into or performance of this Guaranty have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that Guarantor is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws; (v) in preparation for and in entering into this Guaranty, Guarantor has not made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Guaranty or the performance of Guarantor's obligations under this Guaranty, you will not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws; (vi) except as otherwise disclosed in writing to Franchisor, neither Guarantor, nor, to your actual or constructive knowledge, any of its direct or indirect shareholders (including legal or beneficial shareholders), officers, directors, employees, agents or other persons designated by you to act on your own behalf or receive any benefit under this Guaranty, is a Government Official; (vii) any statements, oral, written, electronic or otherwise, that Guarantor submits to Franchisor, Franchisor Affiliate, or any third party in connection with the representations, warranties, and covenants described in this Subsection are truthful and accurate and do not contain any materially false or inaccurate statements; (viii) Guarantor will make reasonable efforts to assure that its respective appointed agents in relation to this Guaranty comply in all material respects with the representations, warranties, and covenants described in this Subsection; and (ix) will notify Franchisor

in writing immediately on it actual or constructive knowledge, the occurrence of any event which would render the foregoing representations and warranties of this Subsection incorrect.

(e) Each Guarantor warrants and represents to Franchisor that Guarantor has the requisite power to execute, deliver and perform the terms and provision of this Guaranty, and that this Guaranty is a valid, binding and legally enforceable obligation of each Guarantor in accordance with its terms.

(f) If there is more than one Guarantor named in this Guaranty, any reference to Guarantor will mean any one or all Guarantors. Each Guarantor agrees that all obligations of each Guarantor are joint and several.

[**INSERT NEW PARAGRAPH (g) FOR TIC AND UPDATE LETTERING BELOW:** (g) Notwithstanding anything to the contrary contained in Section 12.0 of the Franchise Agreement, Guarantor may not transfer its tenant-in-common interest in the Property without prior written notice by Franchisee to Franchisor, and prior written consent of Franchisor to Franchisee, subject to and in accordance with the applicable Transfer provisions of the Franchise Agreement.]

(g) No failure or delay on Franchisor's part in exercising any power or privilege under this Guaranty will impair any such power, right or privilege or be construed as a waiver of its rights under this Guaranty.

(h) If any provision of this Guaranty is determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective.

(i) This Guaranty embodies the entire agreement between Franchisor and Guarantor with respect to the matters set forth in this Guaranty and supersedes all prior agreements with respect to the matters set forth in this Guaranty.

6. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Guaranty and any and all disputes relating to this Guaranty will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles; provided, however, that nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Section [5 or 6].

7. Jurisdiction and Venue. The parties agree that any action related to this Guaranty shall be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or, if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county or state where the Hotel is located. Guarantor consents to personal jurisdiction and venue in each of these jurisdictions and waives and agrees not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

8. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY.

[INSERT THIS CLAUSE FOR EACH SITE-RELATED GUARANTY (TIC OR OTHERWISE):]

9. [Possible Termination of Guaranty. Franchisor will offer Guarantor its then-current standard form termination of guaranty agreement releasing Guarantor from future Obligations under this Guaranty if the following conditions are met: (a) Franchisor receives a copy of the deed evidencing that Franchisee owns fee simple title to the real property on which the Hotel is or will be sited or a copy of a ground lease to which Franchisee is a party with an unrelated third-party ground lessor for a term at least equal to the term of the Franchise Agreement; (b) Guarantor sends a written request to Franchisor to

terminate the Guaranty; and (c) at the time of Guarantor's request, Franchisee is in good standing under the Franchise Agreement and has not been in default under the Franchise Agreement at any time during the twenty-four (24) month period before Guarantor's request.**]**

GUARANTOR ACKNOWLEDGES THAT GUARANTOR WAS AFFORDED THE OPPORTUNITY TO READ THIS GUARANTY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR'S CHOICE BEFORE SIGNING.

IN WITNESS WHEREOF, [each**]** Guarantor has executed this Guaranty as of the Effective Date.

GUARANTOR:

By: _____

Name: _____

Title: _____

EXHIBIT F

This application is to be completed online via the Hilton Application Tracker (HAT) internet portal. The online version may appear in a different format. As an alternative, we may provide a paper application. We may update or modify this application at any time.

HILTON FRANCHISE APPLICATION

This franchise application ("Application") includes the following:

- Instructions for Submitting an Application
- Part 1 - Application Checklist
- Part 2 - Application Letter
- Part 3 - Application Form

Instructions for Submitting an Application:

1. Have a required signer for the Applicant access the current Franchise Disclosure Document ("**Disclosure Document**") for the applicable brand through the E-Disclosure procedure and complete the procedure by clicking "Submit" on the Electronic Receipt page. If Applicant received a paper version of the Disclosure Document, have a required signer for the Applicant sign and date the "Receipt" page at the end of the Disclosure Document and return it immediately by mail to your development representative.

2. All information must be legible and in English. Please type or print the information. For your convenience, the Application may be filled out electronically, saved and printed.

3. Attach supporting documents/information indicated in the Application Checklist. If the Application is not completed and/or supporting documentation is not attached, you must include an explanation of why the Application is not completed or the supporting documentation is not attached.

4. Applicant must be a natural person or an existing legal entity. You must provide a complete organizational chart up to the ultimate owning entity/entities and the ultimate individual owners of the Applicant.

5. Applicant must pay the franchise application fee ("**Franchise Application Fee**") by check or wire transfer when the Application is submitted or promptly after expiration of the waiting period specified below. Please confirm the amount of your franchise application fee with your Developer.

NOTE: APPLICANT SHOULD NOT SUBMIT PAYMENT OF THE FRANCHISE APPLICATION FEE UNTIL AT LEAST THE DAY AFTER THE 14TH FULL CALENDAR DAY FOLLOWING THE DATE APPLICANT RECEIVED THE DISCLOSURE DOCUMENT IN PAPER FORM OR THROUGH THE E-DISCLOSURE PROCEDURE.

NOTE: Applicant must also pay the applicable Property Improvement Plan ("**PIP**") fee if the Application is for a Conversion, Relicensing, or Change of Ownership.

Required Signatures:

The Application Letter must be signed and dated by the Applicant, or on behalf of the Applicant, by a person or persons with the capacity and authority to do so. The signatures required for valid execution of the Application Letter may vary depending on the laws under which the Applicant is established or resident. These laws must be complied with. Our minimum requirements for signatures are as follows:

Applicant	**Signers**
Individual(s)	Each Individual
Corporate Entity	President, Vice President or other authorized officer
General Partnership	Each General Partner
Limited Partnership	Any General Partner
Limited Liability Company	Managing Member(s) or other authorized Member(s)
Trust	Trustee(s)
Estate	Executor or Administrator

Part 1: Application Checklist

The following items must be included for the Application to be complete. We reserve the right to request additional information as we consider appropriate:

- ☐ Disclosure Document Receipt **signed and dated** or **submitted electronically** by Applicant (see page 1), if applicable.
- ☐ Application Letter **signed and dated** by Applicant, with completed Application pages.
- ☐ Franchise Application Fee dated and/or received no earlier than the day after the **14th full calendar day** after the date the Applicant received the Disclosure Document. Example: If you receive the Disclosure Document on January 1st, then the **earliest** you may pay the Franchise Application Fee will be 15 days after that date, on January 16th.
- ☐ A certification of formation or similar document evidencing the Applicant Entity's status in the jurisdiction of formation.
- ☐ Complete Ownership Structure Form for Applicant and its underlying ownership entities.
- ☐ Complete Ownership Structure Form for fee title holder or lessor/sublessor of Hotel/Hotel Site if related to Applicant.
- ☐ Market or feasibility study, if available, or on request.
- ☐ Site Control Document and all amendments (e.g., recorded deed, recorded ground lease, recorded purchase option, binding letter of intent, binding purchase agreement) in the name of Applicant or its affiliate.
- ☐ Site Plan, Aerial and Location Map with site identified (consult your Developer for site plan requirements).
- ☐ List of hotels owned or managed by Applicant.

CONVERSION PROJECTS - In addition to the above, include the following items:

- ☐ Conversion Indemnity Letter (if applicable)
- ☐ 3 Years' Hotel Operating Statistics (Summary Statement)

Part 2: Application Letter

Name of Applicant:	("Applicant")
Location:	("Location")

Brand (check one):

☐ Apartment Collection by Hilton	☐ Hampton Inn & Suites by Hilton	☐ Outset Collection by Hilton
☐ Canopy by Hilton	☐ Hilton	☐ Signia by Hilton
☐ Conrad	☐ Hilton Garden Inn	☐ Spark by Hilton
☐ Curio Collection by Hilton	☐ Home2 Suites by Hilton	☐ Tapestry Collection by Hilton
☐ DoubleTree by Hilton	☐ Homewood Suites by Hilton	☐ Tempo by Hilton
☐ DoubleTree Suites by Hilton	☐ LivSmart Studios by Hilton	☐ Tru by Hilton
☐ Embassy Suites	☐ LXR	☐ Undergraduate by Hilton
☐ Graduate by Hilton	☐ Motto by Hilton	☐ Waldorf Astoria
☐ Hampton Inn by Hilton		

This franchise application letter ("**Application Letter**") is provided to Hilton Franchise Holding LLC ("**Franchisor**"), a subsidiary of Hilton Worldwide Holdings Inc. ("**Hilton Worldwide**"), authorized to consider and process an application for a franchise to operate a hotel under the Brand at the Location in the United States ("**Hotel**"). The present or future subsidiaries and affiliates of Hilton Worldwide are collectively referred to as "entities" ("**Entities**"). Applicant understands that Franchisor is relying on the information provided in this application and all documents submitted by Applicant and co-owners and their agents, advisers and representatives in connection with or in support of the application, including, but not limited to, this Application Letter (together, the "**Application**"). Applicant agrees to supply such additional information, statements or data as may be requested by Franchisor. Applicant represents, warrants, and undertakes to Franchisor and the Entities, that:

1. All information contained in the Application is true, correct and complete as of the date of this Application Letter. Applicant will promptly inform Franchisor of any change in any of the information provided in the Application.

2. Both Applicant and the undersigned have the authority to make the Application and to enter into a franchise agreement ("**Franchise Agreement**") for the proposed Hotel at the Location. Neither the making of this Application nor the execution of a Franchise Agreement will conflict with nor put Applicant in breach of the terms of any agreements to which Applicant, its affiliates or the undersigned are a party or by which Applicant or its affiliates are bound. Neither Applicant nor its affiliates have been induced by Hilton Worldwide to terminate or breach any agreement with respect to the Location.

3. Certain information concerning Franchisor's system for the Brand, including the Disclosure Document (if required under applicable law), the manual and the Franchise Agreement (together, the "**Franchise Information**"), has been made available to Applicant. Applicant is generally familiar with the Franchise Information and its requirements and is applying for the form of Franchise Agreement provided. Applicant undertakes to treat the manual which it may receive from Franchisor as confidential. Applicant acknowledges and agrees that the Franchise Information is the property of Hilton Worldwide and/or the Entities, and that Applicant obtains no right, title or interest in or to any of the Franchise Information. Applicant agrees not to use the Franchise Information unless and until a Franchise Agreement is entered into and then in accordance with the terms and conditions of the Franchise Agreement.

4. Applicant acknowledges that Hilton Worldwide and the Entities do not enter into oral agreements or understandings with respect to the Franchise Agreement, and as that of the date of this Application Letter there are no oral agreements or understandings between Applicant and Hilton Worldwide or the Entities with respect to the proposed Franchise Agreement.

5. Applicant acknowledges that the Franchise Application Fee must be enclosed with the Application if the mandatory waiting period specified in Paragraph 5 of the Instructions has expired, or must be paid promptly after expiration of the mandatory waiting period. If the Application is not approved or if Applicant withdraws the Application before it is approved, the Franchise Application Fee will be fully refunded, without interest, less $7,500 for time and expenses incurred by Franchisor in processing the Application.

If the Application is approved, the Franchise Application Fee will not be returned or refunded under any circumstances (even if approval is conditioned on Applicant providing additional information). For a Change of Ownership Application, if Franchisor approves the Application, and the approved change of ownership does not occur, then Franchisor will refund the Franchise Application Fee without interest, less $7,500. Franchisor reserves the sole right to approve or disapprove the Application for any reason. If the Application is approved, Applicant must provide any additional information requested, meet any additional requirements and sign the Franchise Agreement within the time period Franchisor specifies, and all other ancillary documents within the time period designated by Franchisor, failing which Franchisor may terminate the proposed hotel project and retain the Franchise Application Fee. The Franchise Application Fee may be invested, combined with other funds or otherwise used as Hilton Worldwide deems appropriate.

6. Applicant authorizes credit agencies/bureaus, financial institutions, companies and individuals to disclose to Hilton Worldwide any and all information for the purpose of Hilton Worldwide and the Entities completing any necessary credit and/or background investigations in connection with this Application and execution of any Franchise Agreement.

7. Applicant, jointly and severally if applicable, agrees to indemnify and defend Hilton Worldwide and the Entities and their respective officers, directors, employees, agents, representatives, and assignees (collectively, the "**Hilton Worldwide Indemnitees**") against, and to hold them harmless from, all losses in connection with the Application and the Location, including breach of any representations, warranties or undertakings contained herein and all claims, demands, suits, causes of action, liabilities, losses or otherwise, directly or indirectly incurred (including legal and accounting fees and expenses), and including claims as a result of Franchisor processing the Application and/or approving a Franchise Agreement. Each Hilton Worldwide Indemnitee shall have the right independently to take any action it may deem necessary in its sole discretion to protect and defend itself against any threatened action subject to Applicant's indemnification, without regard to the expense, forum or other parties that may be involved. Each Hilton Worldwide Indemnitee shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof. Hilton Worldwide may rely on any information, statement or notice from the Applicant pertaining to the Location or Franchise Agreement without having to investigate or ascertain the accuracy of any fact or allegation in the information, statement or notice.

8. This Application Letter may be executed in counterparts, each of which shall be deemed an original. This Application Letter must be signed by an authorized signatory for the Applicant (see Guidelines for Submitting a Franchise Application for required signatories).

9. This Application shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its choice of law principles.

Signature: _____ Date: _____

Individual's Name: _____

Entity Name, if any: _____ Position: _____

Part 3: Application Form

HILTON FRANCHISE APPLICATION

APPLICANT

NAME OF APPLICANT (entity name may not include any of our marks or any variations/initials):

State in which Applicant's principal business address (or if Applicant is an individual, permanent residence) is located:

Type: [ ] Corporation [ ] Limited Partnership [ ] General Partnership [ ] Limited Liability Company
[ ] Individual [ ] Trust [ ] Other (specify) [ ] Limited Liability Partnership

Birth or Formation Information: Date: (Month/Day/Year) ___/___/___ State/Province, Country: _____ U.S. Social Security Number (last 4 digits only)/EIN/ Canada SIN/Government Identification Number: _____

PRINCIPAL CORRESPONDENT

FOR LEGAL NOTICES*

Name:	
Street Address:	
City	
State/Province	
Zip/Postal Code	
Telephone #:	
Fax #:	
Email:	

*Note: This is your official contact information for our records. Do not include your attorney or advisors here. Your address may not be the Hotel or a P.O. Box.

MANAGEMENT INFORMATION

THE PROPOSED HOTEL WILL BE MANAGED BY:

[ ] A General Manager who will be employed by the Applicant
The General Manager will be: _____

[ ] A Management Group under a Management Agreement with the Applicant
Company Name and Contact: _____
Address: _____
Telephone: _____ Fax: _____ Email: _____

Approval of this Application does not mean that your proposed management is approved.
You must obtain Franchisor's separate written approval of the proposed management of the Hotel.

LIST ALL HOTELS OWNED AND/OR OPERATED BY APPLICANT AND ITS EQUITY OWNERS

(Attach additional pages if necessary)

Owner/Operator Name	Brand/Property Name, City/State	Description of Interest	% Equity

OWNERSHIP STRUCTURE OF APPLICANT ENTITY

INSTRUCTIONS: Please provide a complete breakdown of the owners of the Applicant Entity and any related entity that holds/will hold fee title to the Hotel. For complex structures, please attach a detailed organizational chart (see next page). If these owners are other legal entities, please include a breakdown of their underlying ownership. That means you should provide the name and description/percentage of ownership interest of all individuals who own and/or control these entities. Copy this form as needed to provide multiple structures.

Example:

Entity/Person's Name	SSN (last 4 digits), EIN, Canada SIN or Gov't ID#	Description of Interest	% Interest	Business Address & Telephone
XYZ Corp. - John Doe, President 50% - Jane Doe, Shareholder 50%	12-3456789 1234 5678	General Partner	1%	XYZ Corp. Address/Phone John Doe Address/Phone Jane Doe Address/Phone
ABC, L.L.C. - BDC, Inc., its managing member 25% - Bill Davis, President 100% - Bill Davis Family Trust, member 25% - Bill Davis, Trustee - Bill Davis, Jr., Beneficiary 100% - Bill Davis, member 50%	23-4567891 34-5678912 9012 45-6789123 2345 6789 same as above	Limited Partner	99%	ABC, L.L.C. Address/Phone BDC, Inc. Address/Phone Trust Contact Address/Phone Bill Davis Address/Phone

ENTITY NAME: _____

OWNERSHIP STRUCTURE

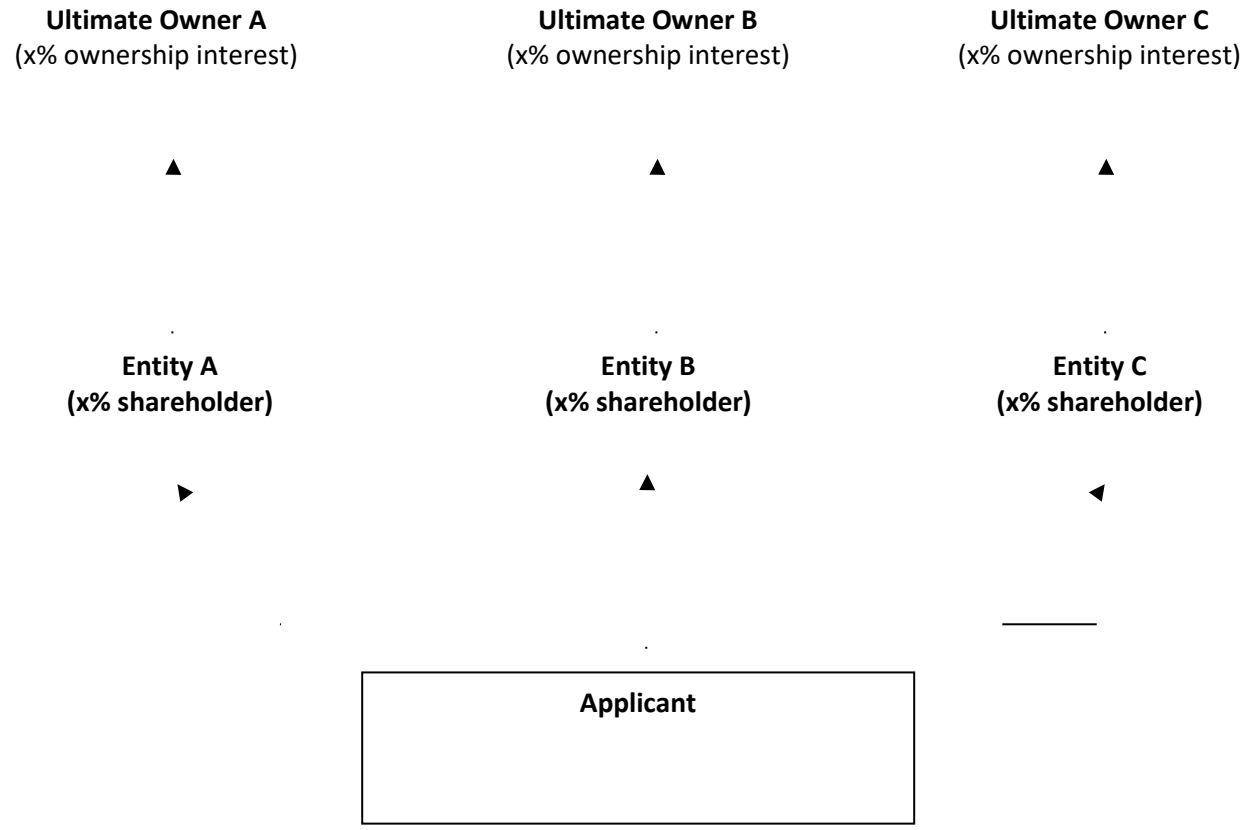
(provide additional pages if necessary)

Entity/Person's Name	SSN (last 4 digits), EIN, Canada SIN or Gov't ID#	Description of Interest	% Interest	Business Address & Telephone

ORGANIZATIONAL CHART

INSTRUCTIONS: Please attach a full organizational chart for the Applicant entity (and Applicant's affiliate that will lease or sublease the Hotel or the Hotel Site to Applicant, if applicable) showing all direct and indirect equity owners up to the ultimate individual owners (but excluding public shareholders or passive investors in an institutional investment fund). For each equity owner, please describe the type of interest held in the entity (e.g., shareholder, general partner, limited partner, manager, member, trustee, etc.) and show the percentage of ownership of each equity owner.

For example:



HOTEL/SITE/SITE CONTROL INFORMATION

Location of Hotel/Hotel site:

Street Address/Coordinates:	
City, State/Province:	
Zip/Postal Code:	
Country:	

Brand:

- ☐ Apartment Collection by Hilton
- ☐ Canopy by Hilton
- ☐ Conrad
- ☐ Curio Collection by Hilton
- ☐ DoubleTree by Hilton
- ☐ DoubleTree Suites by Hilton
- ☐ Embassy Suites
- ☐ Graduate by Hilton
- ☐ Hampton Inn by Hilton
- ☐ Hampton Inn & Suites by Hilton
- ☐ Hilton
- ☐ Hilton Garden Inn
- ☐ Home2 Suites by Hilton
- ☐ Homewood Suites by Hilton
- ☐ LivSmart Studios by Hilton
- ☐ LXR
- ☐ Motto by Hilton
- ☐ Outset Collection by Hilton
- ☐ Signia by Hilton
- ☐ Spark by Hilton
- ☐ Tapestry Collection by Hilton
- ☐ Tempo by Hilton
- ☐ Tru by Hilton
- ☐ Undergraduate by Hilton
- ☐ Waldorf Astoria

Development Type:

☐ New Development* (*new build/adaptive reuse) ☐ Conversion ☐ Change of Ownership ☐ Relicensing

Hotel Affiliation (for New Development/Conversion applications only):

Has there ever been a franchise, branded management, affiliation, or similar agreement pertaining to the proposed hotel or site?

☐ No ☐ Yes/Describe: _____

Is the hotel currently under contract with another hotel chain?

☐ No ☐ Yes/Specify hotel chain: _____

Hotel Facilities (existing and/or proposed):

Total Guest Units:		# of Standard Rooms:		# of Suites:		# of Stories:					
Year Built (open hotel)		Meeting Space?		No		Yes:	sq. ft	# of Mtg Rms:			
Ballroom?		No		Yes/Description/square footage:							
Fitness Center?		No		Yes/Description:							
Spa?		No		Yes/Description:							
Swimming Pool?		Hot Tub/Jacuzzi?									
Food & Beverage Facilities (outlets, capacity, meals served, operated/leased, current/planned brand names):											
Other Retail Outlets (type, operated/ leased, current/planned brand names):											
Other Amenities (specify):											
Shared Facilities?		No		Yes/Description:							
Condo Residences?		No		Yes/(#):							
Hotel Rental Program?		No		Yes/Description:							

Hotel Site /Building Information:

Total sq footage of site: _____ Zoned for hotel development? ☐ No ☐ Yes

Max height allowed by zoning: _____ Ft. _____ Stories _____

Site/Development Restrictions? ☐ No ☐ Yes/Describe: _____

Please describe Applicant's current form of site control for the Hotel or Hotel Site:

☐	Owned by Applicant (attach copy of recorded deed)	
☐	Ground lease (attach copy of recorded ground lease)	Expiration Date:_____
☐	Binding option agreement (attach copy of recorded agreement)	Exercise Deadline:_____
☐	Binding purchase agreement (attach copy of executed agreement)	Closing Deadline:_____
☐	Other/Describe:_____	

If Hotel or Hotel Site is currently owned by someone else other than Applicant, please indicate:

Hotel/Hotel Site owner name:	
Street Address:	
State/Province:	
Zip/Postal Code:	
Country:	
Telephone:	
Fax:	
Email:	
Related to Applicant? ☐ No ☐ Yes/Describe:	

If Hotel or Hotel Site will, upon close of purchase, be owned by someone other than Applicant, please indicate:

Fee owner/Lessor name:	
Street Address:	
City, State/Province:	
Zip/Postal Code:	
Country:	
Telephone:	
Fax:	
Email:	
Related to Applicant? ☐ No ☐ Yes/Describe and provide ownership structure of fee owner.	

FINANCIAL INFORMATION/PROJECT TIMELINE

Estimated Project Costs - New Development Project:

Costs	Overall	Per Key
Land:	US$	US$
Construction:	US$	US$
FF&E:	US$	US$
Other:	US$	US$
Total Project Costs:	US$	US$

Estimated Project Costs – Conversion or Change of Ownership (existing hotel):

Costs	Aggregate	Per Key
Purchase Price/Current Market Value:	US$	US$
Renovations/Upgrades:	US$	US$
Other:	US$	US$
Total Project Costs:	US$	US$

Estimated Project Timeline:

Forecasted Construction/Renovation Start Date:	
Forecasted Construction/Renovation Completion Date:	

Operating Projections:

Assumptions	Year 1	Year 2	Year 3	Year 4	Year 5
% Occupancy					
Avg Daily Rate (US$)					

Financing/Refinancing Information:

Do you have a loan or loan commitment for this project? ☐ No ☐ Yes (continue)

Name of Lender(s): _____

Loan Amount: _____ Percentage Equity: _____

Description: _____

☐ New? ☐ Existing? _____

Is the loan (or will the loan be) cross-collateralized by other hotels/real estate assets or cross-defaulted to any other loan(s)?

☐ No ☐ Yes/Describe: _____

Deadlines associated with Project or Application:

Are there any critical deadlines we should know about in processing your application, such as purchase closings or financing commitment deadlines?

☐ No ☐ Yes/Describe: _____

EXHIBIT G

INFORMATION TECHNOLOGY SYSTEM AGREEMENT

THIS INFORMATION TECHNOLOGY SYSTEM AGREEMENT ("Agreement") is entered into as of %HotelApprovedDate% (the "Effective Date") by and between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity% ("Customer"), each of which is a "Party" and both of which are, collectively, the "Parties". This Agreement includes all of its attachments, exhibits, schedules and Order Documents as well as all other documents expressly incorporated into it by reference.

RECITALS

Customer is a party to a management agreement and/or franchise agreement with an affiliate of HSS for the %BrandCodeDesc% hotel located at %PropertyAddressLine%, (the "Hotel"). Customer is entering into this Agreement in order to obtain and use certain information technology ("IT") products, services and systems for and at the Hotel.

ARTICLE 1.
DEFINITIONS AND ORDER DOCUMENTS

1.1 Use of Relationship Agreement. The provisions of this Agreement will be deemed to include all of the terms, requirements, covenants and conditions contained in either (i) the Customer's Franchise Agreement; or (ii) the Customer's Management Agreement, (the "Relationship Agreement"), with such modifications as are necessary to make them applicable to this Agreement and the Parties as if set out in full in this Agreement. In the event that both a Customer's Franchise Agreement and Customer's Management Agreement exist, without prejudice to Article 7 (Precedence and Interpretation) then only the terms, requirements, covenants and conditions contained in the Customer's Franchise Agreement will be deemed to be incorporated into this Agreement.

1.2 Definitions. Unless otherwise defined in the body of this Agreement or in *Annex 1 – Definitions*, all of the defined words and expressions used in this Agreement have the meanings set out in the Relationship Agreement.

1.3 Ordering Software, Services and Authorized Equipment. Customer may order Software, Services and Authorized Equipment by submitting an HSS-approved form of order document ("Order Document") to HSS. Once accepted by HSS the Order Document becomes part of this Agreement.

ARTICLE 2.
SOFTWARE, FEES AND MASTER AGREEMENTS

2.1 License to Software. HSS licenses to Customer the Proprietary Software and sublicenses to Customer the Certified Third Party Software set forth in the Order Document on the terms and conditions set forth in this Agreement.

2.1.1 Customer may be required to execute a separate license agreement directly with one or more third party software providers in connection with Certified Third Party Software not licensed from HSS and such Certified Third Party Software will be licensed on the terms and conditions set out in such separate license agreement.

2.1.2 The Proprietary Software and Certified Third Party Software for which there is no separate license agreement are licensed or sublicensed to Customer under this Agreement on the following terms and conditions:

a) The license is personal, non-exclusive and non-transferable.

b) The Software may be used by Customer solely on the Authorized Equipment and solely for the operation of the Hotel.

c) Except for a single copy of Certified Third Party Software which may be maintained by Customer for archival back-up purposes, Customer will not reproduce or reuse, in whole or in part, any Software, documentation or materials comprising any portion of the Information System in any manner (whether directly or in creating a new use or otherwise) without the prior written consent of HSS. Customer will not cause or permit any reverse engineering, disassembly or de-compilation of any of the Software or any review of Software data structures.

d) Customer will accept all patches, bug fixes, updates, version upgrades, maintenance and service packs (collectively, "Patches") from HSS or the relevant Preferred Provider that are deemed necessary by HSS for the proper function and security of the Software. HSS is not responsible for performance or security issues that result from Customer's failure to accept the application of Patches.

e) Customer recognizes the confidential and proprietary nature of the Software and agrees to maintain the Software in confidence in accordance with Article 6 (Confidentiality). Customer will not permit the Software and related

documentation to be used or accessed by anyone other than Customer's employees or contractors pursuant to Section 2.1.2 (b) who are bound by obligations of confidentiality no less stringent than those set forth herein.

2.1.3 Customer will not remove or obscure any copyright, trademark, other mark or confidentiality notices affixed to any Software and will not modify it or combine it with or into any other program, data or device.

2.1.4 No legal or equitable title to or ownership of any of the Software or any proprietary rights therein are transferred to Customer under this Agreement other than the limited software license specified herein.

2.1.5 Customer acknowledges and agrees that the Software is owned by HSS, HSS' Affiliates and/or their respective licensors and that everything in the Software, including all intellectual property, is proprietary to HSS, HSS's Affiliates and/or their licensors, respectively. Customer also acknowledges and agrees that HSS may, at its discretion, make changes in, and substitutions of, the Software. Any new or additional Software made available to Customer by HSS is licensed to Customer under the terms of this Agreement.

2.2 Fees and Payment. All Fees are subject to change by HSS and/or the relevant third party as applicable. Customer will make all payments under or required by this Agreement in United States Dollars and within thirty (30) days of receipt of the invoice therefore.

2.3 Master Agreements with Third Parties. HSS or its designee may, without warranty or representation of any kind, negotiate with any third-party vendor a master services, software or equipment purchase or lease agreement (collectively, the "Master Agreements") and permit Customer to purchase or lease Authorized Equipment, license software and purchase services from those third-party vendors (each a "Preferred Provider") pursuant to the terms of the applicable Master Agreements. The Preferred Providers may require Customer to execute a joinder or participation agreement for the applicable Master Agreement, in substantially the forms contained in schedules to the relevant Order Document (collectively, the "Joinder Agreements"). Customer will be bound by the terms of that Master Agreement as specified in the relevant Joinder Agreement(s) and will be directly and solely responsible for Customer's compliance with and performance under the Joinder Agreement.

2.4 Customer Cooperation. Customer will provide HSS and its Affiliates and its and their respective third-party providers with such cooperation relating to HSS's performance of its obligations under this Agreement as HSS may reasonably request from time to time. Customer agrees to comply with the Information System's regulations, rules and policies as HSS may determine from time to time. Customer also agrees to comply with the Brand Standards.

ARTICLE 3.
AUDITS

Customer will maintain records sufficient to permit verification of Customer's compliance with this Agreement. Upon forty-five (45) days written notice (or such shorter period of time as may be required under any applicable Master Agreement), HSS or its designee may perform examinations, tests, audits, inspections and reviews of Customer's compliance with this Agreement, including by using the services of one or more third parties. Customer will cooperate with HSS's audit activities and provide reasonable assistance and access to information when requested, including to all of the following: (a) any part of any facility, including the Hotel, at which any Services and products provided pursuant to this Agreement are performed, provided or used; (b) the employees and contractors Customer uses in connection with its operation of the Hotel; and (c) data and records. No such audit will unreasonably interfere with Customer's normal business operations. Customer agrees that HSS will not be responsible for any of Customer's costs incurred in cooperating with any audit.

ARTICLE 4.
TERMINATION

4.1 Termination. HSS may terminate this Agreement by written notice to Customer on any of the following grounds:

4.1.1 Customer fails to pay any sums due and payable under this Agreement and fails to cure such failure within the cure period set forth in the notice, which will not be less than ten (10) days;

4.1.2 Customer breaches its obligations under Article 6 (Confidentiality);

4.1.3 Customer fails to refresh the Authorized Equipment at the Hotel as required by HSS; and

4.1.4 Customer breaches any other provision of this Agreement and does not cure that breach within the cure period set forth in the notice, which will not be less than thirty (30) days.

This Agreement will automatically terminate upon the termination or expiration of the Relationship Agreement.

4.2 Customer's Obligations upon Termination or Expiration. Upon any such termination the licenses granted to Customer under this Agreement, and the obligations of HSS to provide any Agreement Products and Services will immediately terminate. Customer will immediately cease using all Agreement Products and Services and promptly at HSS's discretion return any and all Agreement Products

to HSS other than Authorized Equipment Customer owns, or destroy the same; provided, however, that Customer must return to HSS all Software contained in such Authorized Equipment. All of Customer's covenants and obligations under this Agreement will survive termination and expiration.

4.3 Termination Fees. Upon termination of this Agreement Customer will pay: (a) all unpaid Fees related to the Agreement Products and Services, Software and Authorized Equipment incurred by Customer; (b) all costs to HSS of all the Agreement Products and Services, Software and Authorized Equipment that exceeds what the Customer paid for same; (c) all termination, penalty or administrative fees that would not be payable but for the termination for cause; (d) all costs related to disabling the Agreement Products and Services, together with related intervention or administration fees; (e) all costs and fees for any Authorized Equipment, Authorized Equipment maintenance Services, Software, Software maintenance Services, network and other Services HSS and its Affiliates, in their sole discretion, provide to Customer at Customer's request after the termination effective date; and (f) all termination fees identified in the Customer's Order Document.

4.4 Suspension of Service. If Customer fails to comply with the Information System use regulations, rules or policies, or is otherwise in default under this Agreement HSS may, in its sole discretion: (a) disable Customer's access to or use of all or any part of the Information System and suspend any part of the Services provided or supported under this Agreement and (b) suspend and withhold performance of HSS's obligations under this Agreement. Customer will not be entitled to any compensation, refund or reduction in charges as a result of such action. Customer agrees that any such disabled access and suspension from the Information System will not constitute or result in actual or constructive termination or abandonment of this Agreement, or a waiver or release of any right to terminate. HSS may charge Customer for the cost relating to such disabling and suspending and, if Customer's defaults are cured as required, re-enabling such access and resuming such obligations, if any, together with related intervention or administration fees.

4.5 Limitation on Access. If HSS determines in its sole discretion that it is necessary or advisable in order to protect in any way and for any reason the Information System, HSS may bar Customer's access to the Information System and may temporarily or permanently remove any or all data or other files. Such reasons include, without limitation, HSS or third party provider's determination that: (a) Customer's network connection, software, equipment or files may infect the Information System with Malicious Code, (b) internet access by the Customer or Customer's access to or use of the Information System is in violation of the applicable acceptable use policy governing use of the provider's services or any law or (c) Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. Neither HSS nor any such third-party provider will be liable for any inconvenience or disruption to the Customer or any consequences thereof caused by such measures.

ARTICLE 5.
DISCLAIMERS

HSS makes no representations or warranties as to any Certified Third Party Software, any Authorized Equipment or any Services provided by any Preferred Provider and will have no liability whatsoever for the terms and conditions thereof, performance of any obligations or other agreements therewith, any equipment purchased, leased, or installed, any Services performed, any use of any software, or any software licensed or sublicensed by any Preferred Provider. The sole warranties provided to Customer, if any, with respect to the Certified Third Party Software, Authorized Equipment or Services provided by the Preferred Providers are provided by the applicable third party vendor pursuant to a written warranty, if any, provided to Customer by such third party vendor. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a Preferred Provider, HSS will, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition. HSS reserves the right to make changes and substitutions in the components of the Information System.

Except as specifically provided in this Article 5 (Disclaimers), HSS disclaims all express or implied warranties with respect to the Software, Authorized Equipment, Services and Information System, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility, or those that may arise from course of dealing or course of performance or that any Software, Services or Authorized Equipment provided hereunder will not violate the intellectual property rights of and person or entity. HSS does not guarantee, warrant, or make any representations to the effect that any of the Software, Authorized Equipment, Services or Information System provided or made available to Customer under this Agreement (a) will be continuously available, uninterrupted or defect- free, delay-free, or error-free, (b) will have its defects or errors corrected, (c) will operate in combination with any Customer or third party software, system, service, data or equipment not made available by HSS, (d) will be free of Malicious Code or other harmful components, or (e) will be accurate or complete. HSS does not guarantee, warrant or make any representations regarding the use of, or the results of, any of the Software, Authorized Equipment, Services or Information System in terms of its respective correctness, accuracy, reliability, or otherwise.

HSS will not be liable for, and makes no warranty or guarantee of, the confidentiality or privacy of any data or other files transmitted to, on, from or through the Agreement Products and Services and/or the Information System and is not responsible for any delays, delivery failures, or other damage resulting from such problems arising in connection therewith. HSS is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer content, Customer applications or third party content. HSS is not responsible for incorrect or inaccurate entry information, or destroyed, impaired or lost data, whether caused by Customer or by any of the equipment or programming associated with or utilized in the Information System or by any technical or human error which may occur in the processing of any information related to the Information System.

HSS will have no liability to third parties for any claims, losses or damages of any type whatsoever arising out of or in any way related to the access to or any use of any of the Agreement Products and Services or any part of the Information System. Customer will be responsible for, and Customer will indemnify HSS and its Affiliates and hold them harmless from and against any and all allegations, losses, demands, claims (including taxes), liabilities, damages (including punitive and exemplary), fines, penalties and interest, and all related costs and expenses of whatever nature (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties) from any individual or entity which arise out of Customer's (a) access to or any use of any of the Agreement Products and Services or any portion of the Information System, and (b) acts and omissions under this Agreement, including without limitation infringement of any intellectual property rights.

HSS reserves the right for any reason, including, but not limited to, Customer's failure to comply with the Information System's use regulations, rules and policies, to temporarily bar access of Customer to the Information System and/or to temporarily or permanently remove any or all data or other files if HSS or the third party provider hereunder determines or receives notice that Customer's network connection, software, equipment or files may infect the Information System with a virus, that internet access by the Customer or Customer's access to or use of the information system is in violation of the applicable acceptable use policy governing use of the internet service provider's services ("AUP") or any governmental law or regulation or that Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. HSS and the third party provider will not be liable for any inconvenience or disruption to the Customer caused by such measures.

HSS may inform governmental authorities or interested third parties if HSS suspects, believes or receives notice that Customer's data or other files contain legally prohibited information or are being used for illegal purposes. Customer acknowledges that HSS or the third party provider may monitor and review stored data and other files without restriction and Customer hereby acknowledges and consents to such monitoring. Customer also acknowledges that HSS or the third party provider may need to release Customer's data or other files when HSS or the third party provider believes it must do so in order to comply with a law, subpoena, warrant, order or regulation arising from litigants, law enforcement, courts and other governmental agencies. Neither HSS nor the third party provider will be responsible or liable to Customer for any such actions taken by HSS or the third party provider

The remedies provided in this Agreement constitute Customer's sole and exclusive remedies. In no event will HSS be liable for any special, incidental, consequential or exemplary damages, including without limitation damages for loss of use, lost profits or loss of data or information of any kind, arising out of or in connection with this Agreement, whether or not HSS has been advised of the possibility of such loss or damage. In no event will HSS's liability to Customer arising out of or in connection with this Agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by Customer to HSS under this Agreement during the six (6) month period immediately preceding the time that the cause of action giving rise to such liability first accrues.

To the extent not prohibited by law, the warranties contained in this Article 5 (Disclaimers) are exclusive and there are no other express or implied warranties or conditions.

ARTICLE 6.
CONFIDENTIALITY

Customer will maintain the confidential and proprietary nature of the Proprietary Software, Certified Third Party Software, Information System, Services and any and all information, documentation and materials of HSS and HSS Affiliates which are disclosed under or provided or made available to Customer under or in connection with this Agreement. The foregoing includes without limitation proprietary ideas, patentable ideas, copyrights, trade secrets, existing and contemplated products and services, software, schematics, research and development, discoveries, inventions, methods, processes, materials, algorithms, formulas, specifications, designs, data, strategies, plans, and know-how, whether tangible or intangible (collectively, the "Confidential Information"). Customer will maintain such Confidential Information in confidence and agrees not to disclose or otherwise make available the Confidential Information to any person or entity other than Customer's employees at the Hotel who are bound by obligations of confidentiality no less stringent than those set forth herein, without prior written consent of HSS. Customer further agrees to take all reasonable steps and precautions necessary to protect the Confidential Information from unauthorized use or disclosure.

ARTICLE 7.
PRECEDENCE AND INTERPRETATION

The terms and conditions of Customer's use of the Agreement Products and Services and the Information System will be governed exclusively by this Agreement and any applicable Joinder Agreements notwithstanding any different terms submitted by Customer to HSS. In the event of any conflict between this Agreement and any Order Document, the Order Document will control. Terms in the Relationship Agreement addressing the same issue as terms in this Agreement will be deemed to be additional and complimentary to this Agreement's terms except to the extent that such Relationship Agreement terms specifically conflict with the terms of this Agreement in which case the terms of this Agreement will control.

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the Parties agrees to be bound by all of the terms of this Agreement.

HSS **Hilton Systems Solutions, LLC**		**CUSTOMER:** %LegalEntity%	
By:	%HiltonApproverSignature%	By:	%HotelApproverSignature%
Name:	%AMERCountersigner%	Name:	%HotelApproverName%
Title:	%AMERCountersignerTitle%	Title:	%HotelApproverTitle%
Date:	%HiltonApprovedDate%	Date:	%HotelApprovedDate%

ANNEX 1
DEFINITIONS

As used in this Agreement, the following terms have the meanings given to them below.

1. "Agreement Products and Services" means, collectively, the Software, Authorized Equipment, Services, subscriptions, Information System, documentation and all other materials identified herein that is or may be made available to Customer pursuant to this Agreement.

2. "Authorized Equipment" means equipment that has met HSS standards for operating as part of the Information System and which is made available for purchase or lease under this Agreement or a Joinder Agreement.

3. "Certified Third Party Software" means software licensed by third parties to Customer or sublicensed by HSS to Customer and listed in the applicable Order Document.

4. "Fees" means, collectively, all of the fees, charges and expenses chargeable to or due from Customer under this Agreement, including any Order Document.

5. "Information System" means, collectively, the software, equipment and IT systems made available by HSS and its Affiliates for Customer's access, use or benefit, including without limitation PEP and the OnQ technology.

6. "Malicious Code" means any virus, worm, trojan horse, spyware, adware, rootkit, ransomware, scareware, rogueware, backdoor, trap door, logic bomb or similar item intended to cause or capable of causing undesired effects, security breaches and/or damage to a system or a system's contents.

7. "Proprietary Software" means software owned by HSS or its Affiliates.

8. "Services" means the services provided under this Agreement.

9. "Software" means the Certified Third-Party Software and Proprietary Software`

ORDER DOCUMENT

Customer Name:	%LegalEntity%	**Customer Contact:**	%GMName%
Customer Address:	%PrimaryContactName% %PrimaryContactAddressBlock%		%PropertyName% %PropertyAddressBlock%
Property Name:	%PropertyName%	**Issue Date:**	%CreationDate%

This Order Document is issued under and is a part of the *Information Technology System Agreement* ("Agreement") between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity% ("Customer") and includes all of its schedules, attachments, and exhibits as well as all other documents expressly incorporated into it by reference. It becomes effective on the date identified by HSS under the signature blocks below ("Order Effective Date") and when signed by both parties is automatically incorporated into and becomes part of the Agreement. All licenses and sublicenses of software, all subscriptions, all Services and all equipment provided herein or obtained hereunder are subject to the terms and conditions of the Agreement and to the terms of this Order Document. Unless otherwise specified the defined terms in this Order Document have the meanings given them in the Agreement.

The pricing provided here for goods and services provided by HSS is valid for a period of ninety (90) days following the date of issue of this Order Document to Customer ("Issue Date"). Should this Order Document not be signed by the Customer within those (90) days, Customer must obtain written confirmation from HSS that the pricing requested by Customer remains in effect.

Except as otherwise noted herein or in the applicable invoice all payments required by this Order Document must be made in United States Dollars within thirty (30) days of receipt of the invoice therefore. Customer acknowledges and agrees that HSS or its Affiliates may derive revenues and/or other material consideration on all or a portion of the fees paid by Customer and that HSS may use third parties to perform the Services. All fees indicated are exclusive of applicable taxes, shipping, insurance, rigging, duties and other related fees and expenses, all of which are payable by Customer. Provision of the Authorized Equipment, Software and Services is made in consideration of the Customer's promise herein to pay the fees therefor and is subject to Customer's timely payment of such fees. HSS may delegate certain of its operational responsibilities hereunder to third parties but remains responsible therefore.

EXECUTION INSTRUCTIONS: **Please sign this Order Document, each of the documents in *Schedule C* and any other Schedules indicated as needing your signature.**

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the parties agrees to be bound by all of the terms of this Order Document.

	HSS **Hilton Systems Solutions, LLC**		**CUSTOMER:** %LegalEntity%
By:	%HiltonApproverSignature%	By:	%HotelApproverSignature%
Name:	%AMERCountersigner%	Name:	%HotelApproverName%
Title:	%AMERCountersignerTitle%	Title:	%HotelApproverTitle%
Date:	%HiltonApprovedDate%	Date:	%HotelApprovedDate%

The Order Effective Date for this Order Document is the date it is signed by HSS.

1. Software, Systems and Related Services.

1.1 Software, Systems and Interfaces. HSS licenses to Customer use of the Hilton Property Engagement Platform ("PEP") and the following Proprietary Software and sublicenses to Customer use of the Certified Third Party Software included in PEP under the terms specified in the Agreement.

A. Interfaces (Proprietary Software unless otherwise noted)**:**

	Interfaces	Those Being Licensed to Customer are Noted with "X"
1.	Call Accounting interface	%CallAccounting%
2.	PBX interface	%PBX%
3.	Voice Messaging interface	%VoiceMail%
4.	Point Of Sale interface	%POS%
5.	Movie Only Billing interface	%MovieSystem%
6.	TV Services (Express Checkout, Movies, etc.) interface	%VideoCheckOut%
7.	Mini-Bar Posting interface	%MiniBarPosting%
8.	Credit Card Authorization & Settlement interface	%CreditCard%
9.	Guest Internet Access interface	%INetCallAccounting%
10.	Combined HSIA & PayTV interface	%TVandHSIA%
11.	PPIC interface	%PPIC%
12.	Electronic Key interface	%ElectronicKey%
13.	Energy Management interface	%EnergyMgmt%
14.	Police interface	%Police%
15.	Back Office interface	%BackOffice%
16.	Guest Call Center interface	%CallCenter%
17.	Parking interface	%Parking%
18.	Spa interface	%SPA%
19.	Convention and Event interface	%CONFEVENT%
20.	Digital Compendium	%Intelity%
21.	Housekeeping / Engineering / Rapid Response	%HOTSOS%

B. Additional Software. HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services. Such Software made available to Customer by HSS is licensed to Customer under the terms of this Agreement.

1.2 Reserved.

1.3 Training and Training Materials.

There are a number of training modules applicable for each job role regarding PEP's and the Proprietary Software's function. The Hotel is responsible for ensuring that all employees who have responsibilities related to the use of PEP and the Proprietary Software complete the applicable training modules prior to the implementation of PEP, the Proprietary Software and Certified Third Party Software above at the Hotel, or within ten (10) days of employment, as agreed to with HSS. All such Hotel staff must successfully complete the training as a prerequisite to receiving permission from HSS's installation team to complete the implementation of PEP, the Proprietary Software and Certified Third Party Software. The Training Matrix, part of the Required Training Documents ("RTD") provided by HSS, must be completed and verified by the HSS Implementation Specialists.

1.4 Cost of Certain Installation, Implementation and Training Services. The cost of certain installation, implementation, and training services (including the HSS implementation specialists) and materials are set forth below. These costs and travel expenses will be billed to Customer by HSS or the Preferred Provider following installation of the Information System. Additional costs for training replacement General Managers or other Hotel personnel will be billed to Customer prior to such training dates at the then current rate charged by HSS for such training.

1.5 Site Surveys. HSS will determine if an onsite, remote or combined Site Survey is required. Customer and HSS will mutually determine the scope, schedule and timing of a site survey that may be required for the preparation, installation and/or implementation of PEP (the "Site Survey"). HSS and Customer will identify the responsible parties for each aspect of the Site Survey. In preparation for any Site Survey, Customer will provide information and documentation relative to the Hotel as requested by HSS, including, but not limited to, hotel drawings, room locations and wiring diagrams. If HSS performs on-site services during the Site Survey, the Customer is responsible for providing timely access to the Hotel property, as well as complimentary room nights with confirmed reservations at the Hotel, as needed in the course of performing the Site Survey. A Hotel representative will be appointed by Customer to provide escort and access to guest rooms for the room inspection portion of the Site Survey. The fees and costs for any work performed by HSS relative to the Site Survey, including any fees for creation and validation of the wireless network design, any travel expenses, per diem fees and other out-

of-pocket related costs, will be billed separately by HSS to the Customer. Any additional costs incurred due to delays in performing the Site Survey caused by the Customer's Hotel will also be billed to Customer.

1.6 Implementation Services. HSS may, in its sole discretion, provide remote, on-site or combined implementation services for Customer's Authorized Equipment and related Certified Third Party Software. Some are described below but more exact requirements may be set forth in the applicable Brand Standards and are subject to change by HSS or HDOC or their affiliates or subsidiaries from time to time. HSS will provide the services using Systems Implementation consultants. The number of consultants and number of days they will be used will be determined by HSS based upon the size and type of the Hotel and the Hotel's IT requirements. These consultants may:

(a) work with the Hotel, which is responsible for the cost of building the Hotel's database, including the verification of the proper functioning of the Software, installation, conversion, implementation, data conversion or recovery;

(b) provide procedural support for the property management system to the Hotel's management;

(c) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;

(d) support the Hotel's staff in their use of the Information System through the Hotel's management;

(e) work with the Hotel's management to assure that the Hotel has all necessary tools for the implementation of the Information System (i.e., Authorized Equipment, Certified Third Party Software, documentation, etc.);

(f) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;

(g) work with third party vendors to meet the technical criteria for interface communications (i.e., central reservations, call accounting, energy management, door lock, guest internet access, etc.);

(h) verify that all front desk staff and Hotel's management have successfully completed the Information System Training;

(i) identify and address operational problems that involve the Information System; and

(j) formulate and present recommendations that maximize efficient use of the Information System.

1.7 Authorized Equipment Installation. Whether Customer elects to purchase or lease Authorized Equipment from a Preferred Provider through one of the Master Agreements HSS will coordinate the installation of such Authorized Equipment at the Hotel.

A. Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles and services for direct communication between HSS and the Hotel as is reasonably necessary for the operation of, and for the diagnosing of issues involving, the Agreement Products and Services, including without limitation, network access and wide area network connections to the Central Reservation System and Internet.
B. Customer will make available, at its own expense, prior to the agreed upon installation date a location that, in HSS's opinion, is suitable for installation of such Authorized Equipment. Customer will furnish any electrical connections and dedicated phone lines which may be required by HSS and will perform and pay for all work, including alterations, which in the sole discretion of HSS is necessary to prepare the Hotel for the installation and proper operation of the Authorized Equipment.

C. Any delay in shipment and installation of Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Providers, or any other retailers, will, for the duration of such delay, excuse any failure of HSS to install the Authorized Equipment on or before the agreed upon installation date. However, HSS will use commercially reasonable efforts to require such approved vendors to comply with their service level agreements as to installation and shipment timing for Customer's installation, in accordance with such approved vendor agreements.

D. If Customer elects to purchase such Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's determination that it conforms to HSS's specifications and testing procedures and can be configured with the Software.

1.8. Software Installation.

A. Unless specifically stated as being implemented by HSS, it is Customer's obligation to install the Software on the Authorized Equipment and any related hardware at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software modules may be installed and/or be operational prior to other Software modules. Customer will be responsible for all fees and costs incurred in the installation of Software and any related Software.

B. If Customer purchases the Authorized Equipment from HSS or a Preferred Provider, the Preferred Provider or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS will complete the installation at the Hotel, as applicable, on the agreed upon installation date. If Customer does not purchase the Authorized Equipment from the Preferred Provider, HSS will install the Software and any related software at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software modules may be installed and/or operational prior to other Software modules. The Software modules to be installed will be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Provider or HSS to install any and all other Software modules on the Authorized Equipment in or at the Hotel, as provided for herein.

C. If Customer purchases Authorized Equipment from a retailer other than the Preferred Provider, Customer will pay for configuring the Authorized Equipment purchased from such retailer, with the Software. Customer will also be responsible for shipping and shipping related costs to and from HSS for such configuration.

1.9 Third Party Interface Testing and Connectivity. If Customer requires the implementation of any interface Proprietary Software for connectivity to third party systems, Customer will be responsible for any fees assessed by the third party vendors to test and implement the necessary connectivity. In addition, Customer will be required to make arrangements with any such third party vendor to provide the necessary assistance required to test and to implement the interface connectivity. This assistance requires the vendor to be on-site at the time of testing and implementation, unless the third party vendor can perform all necessary tasks (as defined by HSS) through a remote connection to the Customer's third party system. The cost incurred by any third party vendors for testing and implementing connectivity to third party systems will be billed to Customer by HSS, or such vendors for the license of each copy of the Proprietary Software and the Certified Third Party Software licensed to Customer by HSS

1.10 Certain Costs and Payment Terms.

A. Software License Fees. Customer will pay HSS, Preferred Provider or another retailer approved by HSS, a fee for the license of each copy of the Proprietary Software and the Certified Third Party Software, licensed or sublicensed to Customer by third parties or installed on the Authorized Equipment at the Hotel (the "License Fees"). The License Fee to be paid for PEP, which is a one-time fee, is based on the number of guest rooms in Customer's Hotel

Number of Guest Rooms (Tiers)	**Current License Fees***
1 to 300 Guest Rooms	$ 8,000.00
301 to 500 Guest Rooms	$ 9,500.00
501 or more Guest Rooms	$12,500.00

*These fees are subject to change.

If, after paying the original License Fee, the number of guest rooms in Customer's Hotel is increased to a new tier, Customer will pay the difference between the original License Fee and the License Fee payable under the new tier. As an example, if the Hotel had 280 guest rooms and Customer paid the $8,000 License Fee, and then Customer expanded the Hotel to 350 guest rooms, Customer would pay HSS an additional $1,500 (the difference between the License Fee for the 1 to 300 guest room tier and the License Fee for the 301 to 500 guest room tier).

PEP License Fee	$%SystemTwentyOneSWFee%
OnQ® Virus and CAL Licenses	$%SystemTwentyOneVirusSW%

B. Cost of the Authorized Equipment, Certified Third Party Software and Other Fees. The cost of the Authorized Equipment, Certified Third Party Software and other fees are shown below. The costs will be invoiced to Customer by HSS or by the Preferred Provider.

Authorized Equipment and Certified Third Party Software	$%SystemTwentyOneHWFee%
Standard Upgrade Fee	$%StandardUpgradeFee%
Standard Plus Software License Fees	$%StandardPlusSoftwareFee%

C. Cost of Training and Training Materials. The cost of the training is shown below. This cost will be invoiced to Customer by HSS or the third party provider HSS may use at the same time as it renders its invoice to Customer for the License Fees. Additional costs for training replacement general managers or other hotel personnel will be invoiced to Customer prior to such training dates.
Customer will be responsible for charges incurred for use of Virtual Private Network ("VPN") to access the training hotel. These costs include fees from HSS's current VPN access provider, for up to 5,000 minutes of network access as well as HSS internal costs for configuration services. VPN access will be terminated for each property at the time of hotel opening or live utilization of the Information System.

Training System Access Fee	$%TrainSysAccessFee%

There is currently no additional charge for the CBT training modules which are included within the software.

Information System Planning Workshop	$%SystemTwentyOnePlanningWS%

Sales Skills Training: For the Hampton and Homewood brands (N/A for other brands), attendance is required by general manager, assistant general manager, or full-time sales manager within ninety (90) days of employment.

	$%SalesTrainingFee%
General Manager Leadership Program: For ES/HH/HIS/HW/DT/DC (N/A for other brands):	$%GMTrainingFee%
Pre-Opening Materials For ES/HH/HIS/HW/DT/DC (N/A for other brands):	$%PreOpeningFee%

D. Cost of Installation and Implementation Services. The cost of the installation and implementation Services (including the cost of the Systems Implementation Specialists but excluding the cost of any services described in any other schedules) is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the Proprietary Software.

Preferred Provider Fee: (Configuration fees and Training Room Network Installation, as applicable) (Includes travel expenses)	$%ServicesPreferred%
Project Management, Contracting and Sales fee ("PMCS Fee")	$%ServicesPMCS%
Site Survey (travel expenses are additional)	$%HHCSiteSurvey%
Installation Support Fee	$%InstallSupport%
Implementation services: (travel expenses to be billed at actual per guidelines below for others)	$%ImplementationFee%
Delphi Project Management Fee	$%DELPHIPM%
Delphi Implementation Fee	$%DELPHIIMP%
Executive Briefing and Change Management	$%DevRecovery%
Email Setup Fee:	$%Email%
Hi Tech Fee:	$%HiTechFeeOne%
Firewall Equipment and Configuration and/or Converged Network Install	$%Firewall%
IT Opening Project Manager	$%INTLITOPENPM%
Digital Floor Plan Billing Management	$%DigitalFloorSetup%
Hilton Hotel Openings & Transition Tool	$%SALESFORCE%
GRO Setup Fee	$%GROSETUP%

Promptly following HSS's providing of the Services, an invoice will be submitted to Customer for HSS's representatives' out-of-pocket expenses, any additional per diem charges for its representatives (as described in the Notes below), any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer's receipt of same.

TOTAL PRICE	**$%TotalPrice%**

***TOTAL PRICE EXCLUDES TAXES, SHIPPING & ANY MONTHLY FEE ITEMS NOTED HEREIN**

Notes:

(i) Promptly following HSS's providing of the Services, if applicable, due to implementation delays or requested incremental days on-site, an invoice will be submitted to Customer for HSS's representatives' out-of-pocket expenses, any additional per diem charges for its representatives, any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer's receipt of same.

(ii) Customer will pay according to the terms of any invoice(s) submitted to Customer, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment

(iii) The cost to configure equipment obtained by Customer from a non-preferred retailer, to be included here, when applicable.

E. Other. If Customer attaches or uses third party equipment, software, and/or interfaces with any of the Agreement Products and Services, the Central Reservation System or the internet which have not been certified or approved by HSS as meeting HSS's specifications and/or does not conform to the standards provided by the HSS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS's specifications, the Agreement Products and Services or such third party equipment, software, and/or interfaces may need to be reconfigured and the entire cost of such reconfiguration will be borne by Customer. Where HSS specifications cannot be met with such third party equipment, software, and/or interfaces, such third party equipment, software and/or interfaces will, at Customer's sole cost, be removed and/or replaced as directed by HSS.

1.11 HSS Representatives on-Site at Hotel: Customer must have its representative(s) on-site at the Hotel for the implementation of the Agreement Products and Services. Once HSS's representatives are on-site, any delays will result in additional expense to Customer. If a delay in implementation of any of the Agreement Products and Services caused solely by Customer necessitates the departure and re-scheduling of HSS's representatives, then, in addition to the other fees set forth in this Order Document, Customer will be required to pay a fee consisting of charges for such representatives' work days and travel days (currently U$700.00 per representative per day), change fees, and additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS's representatives.

2. Proprietary Software and PEP Maintenance.

2.1 Proprietary Software and PEP Maintenance.

A. HSS will provide Customer with Proprietary Software and PEP maintenance and support services (the "Proprietary Software Maintenance") for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

%SoftwareMaintTable%

B. The first monthly payment will be invoiced in advance of the shipment date to the Hotel (the date of shipment being the "Start Date") of the Authorized Equipment purchased which will operate Proprietary Software to be maintained. For the avoidance of doubt, HSS has no obligation to provide Customer with maintenance, support or Help Desk services for any Certified Third Party Software; maintenance support and services for Certified Third Party Software is to be provided by the applicable Preferred Provider pursuant to the applicable Master Agreement. The Proprietary Software and PEP maintenance and support offered by HSS is described in *Schedule A*.

C. HSS is unable to modify, and does not provide support for, the Certified Third Party Software. Provided Customer has paid for all Proprietary Software Maintenance and other fees charged hereunder and satisfied all other obligations under the Agreement, HSS will supply Customer with any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software and PEP ("Updates") generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS. Such Updates will be HSS's sole and exclusive property and will be deemed part of the Proprietary Software hereunder. Customer agrees that it may be required to purchase some Updates to the Proprietary Software and PEP, which are charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

2.2 Use of Certified Third Party Software Only. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS will have no further obligations to provide any Proprietary Software Maintenance services to Customer.

2.3 Increases/Decreases. HSS reserves the right to increase or decrease the Proprietary Software Maintenance cost on an annual basis to reflect increases or decreases in such costs and the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

3. Additional Services.

3.1 Additional Services Purchased Under This Ordering Document. HSS will provide the following additional Services (if any are listed) for the fees noted (if any):

A. Guest Messaging Service. HSS will provide the Guest Messaging Service described in *Schedule P – Guest Messaging Service.*

%Misc%

4. Authorized Equipment.

4.1 Authorized Equipment Purchased or Leased. Customer will purchase or lease the Authorized Equipment required for the proper operation of the Hotel IT functionality identified by HSS. As of the Order Effective Date the purchasing and/or leasing fees for the Authorized Equipment described in *Schedule B-1 – Authorized Equipment* are:

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AUTHORIZED EQUIPMENT

NETWORK AUTHORIZED EQUIPMENT:

%NetAuthEquipOne%

STANDARD PLUS EQUIPMENT:

%StdPlusEquipOne%

The purchase fees will be invoiced by either HSS or the relevant Preferred Provider depending on the location of the Hotel and the source of the Authorized Equipment. Customer will be provided the specific information not later than 15 days following the Order Effective Date. Customer will purchase and replace any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

4.2. Authorized Equipment Maintenance. Customer must purchase maintenance services as described in *Schedule B-2 – Authorized Equipment Maintenance and Refresh* for all of the Authorized Equipment it purchases or leases, including for all the Network Authorized Equipment when maintenance is not provided under the terms of the applicable Brand IT program. The fee for Authorized Equipment Maintenance includes a fee for Help Desk Services. As of the Order Effective Date Customer is purchasing Authorized Equipment Maintenance for the annual fee(s) shown, payable in monthly installments:

%HardwareMaintTable%

5. Expenses. If HSS or Preferred Provider personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses.

6. Customer Responsibilities. Customer will maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation. HSS will have no liability for any damages resulting from Customer's failure to maintain such duplicate or back-up copies nor for any costs or expenses of reconstructing any such data or information that may be destroyed, impaired or lost.

7. Exclusions. HSS's obligations under the Agreement will not apply to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software, Certified Third Party Software or Authorized Equipment by Customer or any third person or entity other than HSS; (ii) any software program, hardware, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) forces or supplies external to the Authorized Equipment, including, without limitation, the reasons set forth in the force majeure provisions of the Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS will be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

8. Joinder Agreements. *Schedules C-1 and C-2* contain Joinder Agreements under which Customer can obtain products from Microsoft and reseller Insight Direct USA, respectively. Customer is required to sign those agreements if it is obtaining any products from those Preferred Providers in connection with this Order Document.

9. Request for Products or Services. The form to use when requesting products or services is contained in *Schedule D – Form of Request for Products or Services.*

10. Notices. Questions and notices regarding this Order Document should be directed to:

The Attention of:	Scott Greenberg
Address:	Hilton Systems Solutions LLC 755 Crossover Lane Memphis, Tennessee 38117
Telephone Number:	(901) 374-5510
Email Address:	Scott.Greenberg@hilton.com

SCHEDULE A
SOFTWARE MAINTENANCE

1. General. HSS will provide Customer with maintenance and support for Proprietary Software and PEP for a term of one (1) year (with annual renewals at the option of HSS) commencing upon execution hereof, for the Proprietary Software and PEP, specifically excluding any maintenance and support of any Certified Third Party Software.

2. Certified Third Party Software Only. Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS will have no further obligations to provide any software maintenance services to Customer hereunder.

3. Software Maintenance.

(a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. HSS does not provide support the Certified Third Party Software In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor or a defect in Certified Third Party Software, HSS will, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition.

(b) With respect to the Proprietary Software and PEP, provided Customer has paid all software maintenance and other fees and satisfied all other obligations under this Agreement, HSS will supply Customer with access to any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software and PEP generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS as options or new releases. Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights therein, will be HSS's sole and exclusive property and will be deemed part of the Proprietary Software hereunder and will be subject to all of the terms and conditions of the Agreement. Customer acknowledges and agrees that Customer may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software and PEP which Customer will be charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

4. Cooperation. Customer will provide HSS with all information, data and other required materials necessary for HSS to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate HSS's ability to perform its maintenance services remotely.

5. Expenses. Customer will pay for all telephone toll charges incurred in providing maintenance and support hereunder.

6. Proprietary Rights. Any changes, improvements, additions, and/or modifications to any of the Proprietary Software or PEP which are licensed by HSS to Customer, and all proprietary rights therein, including without limitation, all Intellectual Property Rights, will be HSS's sole and exclusive property, and all such software will be subject to the terms and conditions of the Agreement.

7. Hotline. HSS will provide, in accordance with its customary business practices and procedures, telephone customer service support as reflected in this Schedule, for the purposes of receiving reports from Customer regarding software malfunctions subject to maintenance hereunder. HSS may attempt, to the extent practical, to resolve any reported problems by telephone or by accessing Customer's equipment remotely.

8. On-Site Services. In the event HSS is unable to resolve any reported problem by telephone or modem, HSS will dispatch service personnel to Customer's Site for the purpose of providing maintenance services hereunder at HSS's standard rates and charges.

9. Customer Responsibilities. HSS has no obligation to maintain or repair any software other than the Proprietary Software or PEP, nor to repair or replace any expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes.

10. Cost and Payment Terms. Annual Cost of Software Maintenance is $%AnnualSWMaint%. Payments will be calculated from the Start Date, payable in monthly installments of $%MonthlySWMaint%. The monthly payment amount will be due in advance and will be billed by HSS. Interest at the then current highest rate allowed will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such cost internally and from the Preferred Providers of such services and to reflect the addition or construction of additional guest rooms

SCHEDULE B-1
AUTHORIZED EQUIPMENT

The term Authorized Equipment includes (i) the equipment needed by Customer at Customer's hotel, as determined solely by HSS, for the Customer's use of the Proprietary Software (the "Network Authorized Equipment") (ii) and any additional equipment authorized by HSS for use at Customer's hotel, over and above the Network Authorized Equipment (the "Standard Plus Equipment").

1. **Authorized Equipment Purchase**. Customer may purchase the Authorized Equipment from the Preferred Provider who may provide a joinder agreement with Customer or from another retailer; however, if such Authorized Equipment is obtained from another retailer, it must conform to HSS's specifications. Furthermore, if Customer elects to purchase such Authorized Equipment from a third party other than the Preferred Provider, the file server and work stations must be shipped to HSS or its designee for certification that these components comply with HSS's specifications and testing procedures. Customer will also be responsible for the shipping and shipping related costs to and from HSS or its designee for such certifications.

2. **Authorized Equipment As Personal Property/Insurance Requirements**. In addition to any other specific purchase terms required by the Preferred Provider, the following purchase terms and conditions will apply to any Authorized Equipment obtained from a Preferred Provider or HSS. The Authorized Equipment will be at all times, personal property which will not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Provider the total sum for the Authorized Equipment as required hereunder, the Authorized Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Authorized Equipment in an amount not less than the purchase price of the Authorized Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Authorized Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider's liens, claims and encumbrances and the Authorized Equipment will become the sole property of Customer. Customer assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

3. Authorized Equipment.

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT:

%NetAuthEquipOne%

STANDARD PLUS (HOTEL FUNDED) EQUIPMENT:

%StdPlusEquipOne%

SCHEDULE B-2
AUTHORIZED EQUIPMENT MAINTENANCE AND REFRESH

1. Maintenance for the Authorized Equipment. Customer must take all steps necessary to provide all necessary maintenance services for the Authorized Equipment it purchases or leases so that it will receive such maintenance services for all such Authorized Equipment throughout the term of this Agreement. Customer may elect to use the maintenance company (the Preferred Provider) with whom HSS has arranged to provide maintenance services ("Equipment Maintenance") for the Authorized Equipment provided that such Authorized Equipment, if not purchased from the Preferred Provider, is first certified as being suitable for Equipment Maintenance, at the expense of Customer, by either HSS or the Preferred Provider. For such services, the Customer will pay as set forth in this *Schedule B-2* (the "Maintenance Fees") and according to the terms of any invoice(s) submitted to Customer therefor, including any provision for late charges. If Customer elects to use the Preferred Provider and Equipment Maintenance is necessary, Customer will notify HSS, which in turn will notify the Preferred Provider to dispatch a Preferred Provider representative. Notwithstanding the foregoing, Customer may elect, subject to HSS's approval in advance in writing, to not provide maintenance services through this Agreement for certain pieces of such Authorized Equipment allowed to be used in conjunction with the Information System ("Non-maintained Equipment"). Neither HSS nor the Preferred Provider will be responsible for any maintenance or support of Non-maintained Equipment.

The following Authorized Equipment will be designated Non-maintained Equipment:

%OptOutMaint%

2. Maintenance Fees. The Maintenance Fees are subject to increase or decrease by HSS, in its sole discretion, on January 1 of each year during the term of this Agreement or any extension thereof; however, HSS will not charge Customer any Maintenance Fees that are greater than the Maintenance Fees charged to any similarly situated Customer (based upon factors determined by HSS in its sole judgment) utilizing equipment substantially similar to the Authorized Equipment and pursuant to an agreement which has terms and conditions substantially similar to this Agreement. No maintenance fees will be charged to Customer for any Non-maintained Equipment as described in Section 1 above.

3. Refresh of Authorized Equipment. Under HSS's refreshment program, Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment in HSS's sole discretion ("Refresh") on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of such Authorized Equipment and for the provision of maintenance services by the Preferred Provider on such refreshed equipment. The terms and conditions of the Authorized Equipment maintenance services for such equipment (included in such initial Refresh and included in any additional Refresh or Refreshes of Customer's Authorized Equipment) will be the same as the terms and conditions of this *Schedule B-2*, including, but not limited to, the imposition of termination fees as described hereinafter, provided that the Maintenance Company may exclude from its maintenance obligations certain errors, defects or problems caused by Customer. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, any rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

4. Termination. If this Agreement is terminated (or if Customer's use of the Preferred Provider is terminated) prior to the third anniversary of the Start Date, which will be the shipment date of the Authorized Equipment to Customer's Hotel, Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for any one or more of the following: reconfiguration costs, the unamortized fees and costs in the start-up and provision of maintenance services by the Preferred Provider under this Agreement. If such termination occurs during the first year following the Start Date, the termination fee will be in the amount of $3600.00. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year	$2,600
During third year	$1,300
Thereafter	$1,200

Provided, however, if this Agreement is terminated, or if the Customer's use of the Preferred Provider is terminated after a Customer Refresh of Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

During first year	$3,800
During second year	$2,800
During third year	$1,400
Thereafter	$1,200

5. Use of Certified Software Only. Customer understands that use of any software other than the Proprietary Software and Certified Third Party Software provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Third Party Software or such approved software on the Authorized Equipment, HSS will have no further obligations to provide any equipment maintenance services to Customer hereunder.

6. Equipment Maintenance. Equipment Maintenance will be provided for Customer's Hotel.

7. Cost and Payment Terms. Annual Cost of Equipment Maintenance for Authorized Equipment is $%AnnualHWMaint% payable in monthly installments of $%MonthlyHWMaint% per month. Payments will be calculated from the Start Date. The monthly payment amount will be due in advance and will be billed by HSS or its designee. The first invoice will be issued upon the Start Date. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Equipment Maintenance cost on an annual basis as provided in Section 2 above. When certain Authorized Equipment or parts for certain Authorized Equipment are no longer being manufactured or reasonably obtainable, HSS or the Preferred Provider will notify Customer of such circumstance and maintenance on such Authorized Equipment will no longer be available. After such notice, Customer will no longer be charged for maintenance on such Authorized Equipment.

8. Customer Responsibilities as to Equipment Maintenance. Customer will maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation and Certified Third Party Software. Neither HSS nor Preferred Provider will have any liability for any damages resulting from Customer's failure to maintain such copies nor for any costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost. Neither HSS nor Preferred Provider has any obligation to maintain or repair any equipment other than the Authorized Equipment, nor to repair or replace any cables, cords, expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes, whether or not defined as Authorized Equipment. Customer will not move or perform maintenance services on any of such Authorized Equipment without HSS's or Preferred Provider's prior written consent.

9. Cooperation. Customer will provide HSS or Preferred Provider with all information, data and other required materials necessary to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate the ability to perform the Equipment Maintenance services remotely.

In some instances, Equipment Maintenance will be provided using a depot program, where Customer ships failed Authorized Equipment to the depot when Customer receives replacement of such Authorized Equipment. If Customer does not ship such failed equipment, Customer will be responsible for any unreturned equipment charges billed by HSS, the Preferred Provider or the depot program provider.

10. Expenses. If Equipment Maintenance personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer will also pay for all telephone toll charges incurred in providing maintenance and support hereunder.

11. Exclusions. The obligation of HSS or the Preferred Provider to provide Equipment Maintenance hereunder will not apply to any Non-maintained Equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS or its designee; (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper access to or any use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) any such Authorized Equipment that is non-repairable, taken out of service or for which any such Authorized Equipment or parts for same are no longer manufactured or reasonably available; (vi) forces or supplies external to such Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the HITS Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS's or Preferred Provider 's discretion, at the then applicable current time and material charges. Neither HSS nor the Preferred Provider will be under any obligation, however, to fix any such Customer or externally caused errors, defects or problems.

SCHEDULE C-1
MICROSOFT PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the party signing below ("you" or "Customer Affiliate") for the benefit of the Microsoft affiliate ("Microsoft" and "we") and will be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and Hilton Worldwide Inc. ("Customer") have entered into *Microsoft Enterprise Enrollment*, No. 68436885 (the "agreement"), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to "run" a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by the customer, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

1. **Acknowledgment and Agreement**. You hereby acknowledge that you have obtained a copy of the product use rights located at http://microsoft.com/licensing/resources/ applicable to the products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

   a. Restrictions on use. You may not:

   (i) Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;

   (ii) Rent, lease, lend or host products, except where Microsoft agrees by separate agreement;

   (iii) Reverse engineer, de-compile or disassemble products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

   Products, fixes and service deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see http://www.microsoft.com/exporting/.

   b. Limited product warranty. Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (1) return the price paid for the product or (2) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.

   c. Free and beta products. To the maximum extent permitted by law, free and beta products, if any, are provided "as-is," without any warranties. You acknowledge that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that they are provided prior to commercial release so as to give you the opportunity (earlier than you would otherwise have) to assess their suitability for your business, and without full and complete testing by Microsoft.

   d. NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

   e. Defense of infringement and misappropriation claims. We will defend you against any claims, made by an unaffiliated third party, that any commercial product, fix or service deliverable infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent):

   You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising under any license agreement governed by the laws of any jurisdiction outside the United States, in which case "misappropriation" will mean intentionally unlawful use and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the TRIPs agreement.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a commercial product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a commercial product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section e provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

f. **Limitation of liability**. There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's total liability to you will not exceed US$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of the agreement:

(i) our obligations to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

g. **No liability for certain damages**. To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, or fix, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of the other party's intellectual property rights.

h. **Application**. The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

i. **Verifying compliance**. You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the enrollment and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

j. **Dispute Resolution; Applicable Law**. This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions will be deemed to be a breach of this Participation Agreement and will be grounds for immediate termination of all rights granted hereunder.

Dated as of %HotelApprovedDate%.

CUSTOMER:
%LegalEntity%

By: %HotelApproverSignature%

Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%

SCHEDULE C-2
JOINDER TO PREFERRED PROVIDER AGREEMENT

The undersigned HSS Customer is acting as an Eligible Recipient (as defined in the Agreement) to acquire Products (as defined in the Agreement) under the terms of the *Master Professional Products and Services Agreement*, including any amendments and Supplements entered into thereunder (the "Insight Agreement") between Hilton Domestic Operating Company Inc, the successor in interest to HDOC and Insight Direct USA, Inc. ("Preferred Service Provider"). As such Eligible Recipient, the undersigned joins in the Insight Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Insight Agreement to the extent of the rights, duties and responsibilities of an Eligible Recipient provided therein. The Eligible Recipient acknowledges and agrees that any dispute arising out of or relating to the Insight Agreement and any Products or Services provided by Preferred Service Provider to the Eligible Recipient will be resolved in accordance with **Article 19** of the Insight Agreement. HDOC will have the right to enforce the Insight Agreement on behalf of the Eligible Recipient, subject to the limitations of liability applicable under the Insight Agreement, and Eligible Recipient will bring no claim directly against HDOC or Preferred Service Provider in connection with the Insight Agreement, except for Eligible Recipient's right to seek indemnity against Preferred Service Provider under the express provisions of **Sections 17.1** and **17.3** of the Insight Agreement. HDOC will be a third party beneficiary of this Joinder and the *Information Technology System Agreement* between Eligible Recipient and Hilton Systems Solutions, LLC. For the avoidance of doubt, except as set forth in the preceding sentence, this Joinder and the *Information Technology System Agreement* are for the sole benefit of the Eligible Recipient and Hilton Systems Solutions, LLC, and will not be deemed to create any third party beneficiary rights for any person other than the Eligible Recipient and Hilton Systems Solutions, LLC.

IN WITNESS WHEREOF, the Eligible Recipient, acting through its duly authorized officer or representative, has executed this Joinder, on %HotelApprovedDate%.

CUSTOMER:
%LegalEntity%

By: %HotelApproverSignature%

Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%

SCHEDULE D
FORM OF REQUEST FOR PRODUCTS OR SERVICES

Date:
INNCODE
Name of Customer:
Address of Customer:

Dear :

This Letter Agreement ("**Letter Agreement**") confirms your request to purchase, lease, use, license or sublicense ("**Acquire**") additional software and/or services in order to add options, features and/or systems ("**Additions**") to the Information System, and will constitute an amendment to the existing Hilton Information Technology System Agreement previously entered into between ("**Customer**") and Hilton Systems Solutions, LLC ("**HSS**") dated (the "**Agreement**").

EXAMPLE

It is agreed that you will Acquire the Additions and that you will be billed by HSS or the applicable vendor for the Additions, as listed below. The effective date of billing on the new items will be the date the equipment is shipped, the date upon which you Acquire the Additions, and/or the date upon which you request the Additions, whichever is earliest.

QTY	ITEM OF /SOFTWARE/EQUIPMENT	FEES/COSTS	MONTHLY MAINT.
	TOTAL PRICE		

The prices shown above exclude taxes, travel expenses, *per diem* fees, related costs, insurance and shipping.

Travel Expenses / *Per Diem* Fees/Rescheduling
If the Additions require travel by HSS and/or the applicable vendor, you will pay for or promptly reimburse any travel expenses, *per diem* fees and related costs of HDOC, HSS, any vendor hereunder or their designees, including without limitation: round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel); single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized); meals; ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS' representatives' stay at the Hotel); tips; taxes; and miscellaneous expenses (including phone, internet, laundry, etc.)
Promptly following HSS' providing of the services described in this schedule where not previously paid for or reimbursed by hotel, an invoice will be submitted to Customer for HSS' representatives' out-of-pocket expenses, any additional *per diem* charges for its representatives, any re-scheduling fee, and any additional travel expenses as described herein, which invoice will be payable within fifteen days of Customer's receipt of same.

Notes:
If Customer attaches or uses third party equipment and/or interfaces with the Authorized Equipment which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the supplier of any of the Agreement Products and Services or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications on the equipment or that does not conform to the standards provided by the supplier of any of the Agreement Products and Services, the software may need to be reconfigured and the entire cost of the reconfiguration will be borne by Customer.

All fees indicated are exclusive of applicable taxes (see Agreement sections on taxes). Unless otherwise specified by HSS in writing, Customer will make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.
Customer will pay according to the terms of any invoice(s) submitted to Customer therefore, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment.

Customer will purchase and replace, from any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

Upon HSS' receipt of a copy of this Letter Agreement signed by a duly authorized representative of Customer, the Agreement will be deemed to have been automatically amended to incorporate the items of this Letter Agreement. Customer agrees that Customer's delivery to HSS by facsimile transmission of this Letter Agreement will be deemed to be as effective for all purposes as hand delivery of the manually executed Letter Agreement and that the terms of this Letter Agreement will be binding upon Customer without the necessity of any further action by HSS. This Letter Agreement will be effective as of the date inserted by Customer below.

Customer may be required to sign additional license agreements with the vendors or licensors of Certified Third Party Software.

Certain Other Equipment (for orders of $5,000 or greater) may be leased by Customer. Any such leases will be entered into between Customer and the applicable lessor. Neither HSS nor Hilton will be a party to such leases.
In addition to any other specific purchase terms required by a retailer of the Additions, the following purchase terms and conditions will apply to any Other Equipment obtained from a Preferred Provider (as that term is defined in the Agreement. The Other Equipment will be at all times, personal property which will not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Provider the total sum for the Other Equipment as required hereunder, the Other Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Other Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Other Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider's liens, claims and encumbrances and the Other Equipment will become the sole property of Customer.

NEITHER THE AUTHORIZED EQUIPMENT NOR THE PROPRIETARY SOFTWARE OR CERTIFIED THIRD PARTY SOFTWARE WILL BE SHIPPED, NOR WILL CUSTOMER HAVE USE OF THE PROPRIETARY SOFTWARE MODULE OR ANY EQUIPMENT LISTED IN THIS LETTER AGREEMENT UNTIL HSS RECEIVES A COPY OF THIS LETTER AGREEMENT SIGNED BY CUSTOMER.

To indicate Customer's acceptance of this Letter Agreement, please have it signed by an authorized representative of Customer and return it to me. Upon HSS' receipt of the executed Letter Agreement, you will be advised of the shipment and installation dates.

If you have any questions, please contact me at _____.

Sincerely,

HSS **Hilton Systems Solutions, LLC**	**CUSTOMER:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE E
TOTAL SOLUTION PROGRAM AGREEMENT

This Total Solution Program Agreement (this "TSP Agreement") is entered into as of the %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear% between Hilton Systems Solutions, LLC a Delaware limited liability company ("HSS") and %LegalEntity% (the "Customer") for Customer's Hotel (the "Hotel") known as %HotelName% (%Inncode%) and located at %PropertyAddressLine%

In connection with the Information Technology Systems Agreement (the "HITS Agreement") entered into between HSS and Customer (and if applicable, in anticipation of the Hotel's conversion and rebranding as a Hilton Brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under HSS's Total Solution Program ("TSP") on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this TSP Agreement, and HSS and Customer agree as follows:

1. Customer's Benefits.

(a) Equipment License. HSS will provide for use by Customer at Customer's Hotel that portion of the Authorized Equipment needed, as determined solely by HSS, for the network operation of PEP as such equipment is more specifically described on Attachment (1) attached to and forming part of this TSP Agreement being hereinafter called the "Network Authorized Equipment," together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the "Equipment License"), subject to the terms, conditions and limitations set forth in this TSP Agreement. The Equipment License and any installation fees (for which HSS is responsible under 1(b)) are provided in consideration of Customer's performance of the HITS Agreement and the other obligations of the Customer pursuant to this TSP Agreement, without additional fees except as may be provided herein.

(b) Equipment Installation. Customer will be responsible for the fees and costs for installation services relative to Network Authorized Equipment as well as any Standard Plus Equipment. Under the terms and conditions of the Total Solution Program's Refreshment Program (the "Refreshment Program") of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS's sole discretion (the "Refresh"), on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

2. Customer's Obligations. Customer will:

(a) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment using the designated Preferred Provider for HSS's TSP.

(b) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value of the Network Authorized Equipment.

(c) Pay any and all federal, state and local sales, use, gross receipts, excise or similar taxes incident to the payments under this TSP Agreement. Customer agrees to pay all personal property taxes associated with software licensed and equipment provided under the TSP Agreement.

(d) Prevent any liens from attaching to the Network Authorized Equipment.

(e) Pay for any and all de-installation, transportation and disposal costs of any Network Authorized Equipment currently being used by Customer's Hotel on its Network at the time of installation by HSS or HSS's designee of the Network Authorized Equipment under the Refreshment program. HSS or HSS's designee, at HSS's expense, will provide for de-installation, transportation and disposal of any such Network Authorized Equipment then being used by Customer's Hotel at the time of the installation of Network Authorized Equipment under the Refreshment Program, but it is Customer's responsibility to handle the return to Customer's lessor of all such de-installed equipment in accordance with Customer's current lease terms. Customer will be solely responsible for any missing, bad or damaged equipment.

(f) Preserve and protect the Network Authorized Equipment from loss, damage or theft.

(g) Not use any unauthorized backup in connection with the Information System.

(h) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.

(i) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.

(j) Allow the removal and future refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

3. Customer's Conditions. All benefits provided Customer herein and all obligations of HSS under this TSP Agreement are expressly subject to and conditioned upon the following:

(a) Customer is not, and continues not to be, in default of any agreement with HDOC HSS or any of their affiliates and subsidiaries, or any Brand division, including but not limited to this TSP Agreement, the HITS Agreement and Customer's License Agreement with HDOC or its affiliate or subsidiary.

(b) Customer continues to make all other payments to HSS's Preferred Providers under any applicable agreements and does not become in default under such agreements.

(c) Customer's Hotel remains (after conversion and rebranding if applicable) one of the following Hilton Brand divisions: Hampton Inn, Hampton Inn & Suites, Embassy Suites, Homewood Suites by Hilton, LXR, Canopy, Curio, Tapestry and Motto.

(d) Customer executes the HITS Agreement contemporaneously with this TSP Agreement.

(e) Customer's participation and continued cooperation with HSS in HSS's Total Solution Program, including, but not limited to, the refreshment of Network Authorized Equipment.

(f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

(g) If applicable, Customer must complete the Hotel's conversion and rebranding as a Hilton Brand division hotel.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this TSP Agreement at HSS's option: (a) Immediately without notice in event of breach of Customer's obligations or conditions set forth in Sections 2 and 3 above, or (b) at any time, with or without cause, upon not less than ninety (90) days advance written notice to Customer. Any default by Customer under this TSP Agreement will constitute a default by Customer under the HITS Agreement, and, in such event, HSS may exercise any of its rights provided under the HITS Agreement. Any default by Customer under the HITS Agreement will constitute a default and breach of condition by Customer under this TSP Agreement. Termination of the HITS Agreement will result in termination of this TSP Agreement. HSS may terminate this TSP Agreement without terminating the HITS Agreement, whereupon the HITS Agreement will be construed and enforced as if this TSP Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination of this TSP Agreement, Customer will be required to assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this TSP Agreement or to purchase such equipment from HSS's lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this TSP Agreement, HSS will pass on to Customer, and Customer will be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment ("Refresh Costs"), then Customer will also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) of such Refresh costs.

In addition, if this TSP Agreement is terminated (or if Customer's use of the Preferred Provider is terminated), Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for unamortized or otherwise uncovered costs, including without limitation costs of Certified Third Party Software and costs incurred in the start up and provision of maintenance services by the Preferred Provider under the HITS Agreement. If such termination occurs or if Customer's use of the Preferred Provider is terminated following during the first year following the shipment date of the Network Authorized Equipment to Customer's Hotel ("Start Date"), the termination fee will be in the amount of $3,600.00. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

During second year	$2,600
During third year	$1,300
Thereafter	$1,200

Provided, however, if this TSP Agreement is terminated, or if the Customer's use of the Preferred Provider is terminated after a Customer Refresh of Network Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each successive Customer Refresh as follows:

During first year	$3,800
During second year	$2,800
During third year	$1,400
Thereafter	$1,200

5. Property of HSS. The Network Authorized Equipment will be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this TSP Agreement.

6. Additional Equipment/Software. Any and all additional Authorized Equipment ("Standard Plus Equipment") may be purchased by Customer from a Preferred Provider. Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer ("Standard Plus Software") may be licensed or sublicensed from HSS or a Preferred Provider.

7. Defined Terms. All capitalized terms used in this TSP Agreement which are not specially defined in this TSP Agreement will have the meaning ascribed to such terms in the HITS Agreement.

8. Other Important Provisions. The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the Authorized Equipment referred to in the HITS Agreement, that this TSP Agreement is a schedule to the HITS Agreement and that this TSP Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon HSS's Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or services provided for or pursuant to the Refresh will be the same as the terms and conditions of this TSP Agreement; and, except for such termination fees (if any, as specified above), all terms and provisions hereof (including those incorporated by reference below) will apply as if this TSP Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this TSP Agreement and the provisions of the HITS Agreement, the provisions of this TSP Agreement will prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software or Certified Third Party Software will be applicable to the Network Authorized Equipment, and services described herein or provided hereunder. Where HSS is providing equipment instead of such items being provided by a Preferred Provider, or other third party vendor, HSS will be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Provider or other third party vendor. Except as the context may otherwise require, all references in these incorporated provisions to "this Agreement" will, for purposes of this TSP Agreement, be construed to include this TSP Agreement, and where applicable, such provisions are hereby reasserted, re-applied and re-acknowledged as of the effective date hereof.

9. Notices. The notices provisions of the HITS Agreement will apply to all notices, requests, demands and other communications under this TSP Agreement.

10. Counterparts. This TSP Agreement may be executed in one or more counterparts, each of which will constitute one and the same instrument.

The effective date ("Effective Date") will be the date signed by HSS.

HSS **Hilton Systems Solutions, LLC**		**CUSTOMER:** %LegalEntity%	
By:	%HiltonApproverSignature%	By:	%HotelApproverSignature%
Name:	%AMERCountersigner%	Name:	%HotelApproverName%
Title:	%AMERCountersignerTitle%	Title:	%HotelApproverTitle%
Date:	%HiltonApprovedDate%	Date:	%HotelApprovedDate%

EXHIBIT H

Hampton - Brand Standards - Global

05 January 2026

Hilton
FOR THE STAY

CONRAD · LXR · NoMad · Signia by Hilton · canopy · Hilton · CURIO · Graduate · DoubleTree · TAPESTRY COLLECTION · EMBASSY SUITES · TEMPO · Outset Collection · motto · Hilton Garden Inn · Hampton · tru · spark · HOMEWOOD SUITES · HOME2 · LivSmart Studios · Hilton CLUB · Hilton GRAND VACATIONS CLUB · Hilton VACATION CLUB

Hilton
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Hampton
by Hilton

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EXHIBIT I

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

State	State Franchise Administrator	Agent for Service of Process
California	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677 One Sansome Street, Suite 600 San Francisco, CA 94104-4428 415-972-8565	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677
Hawaii	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62701 217-782-4465	Attorney General 500 South Second Street Springfield, IL 62701 217-782-4465
Indiana	Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681	Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	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 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622	Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622
Minnesota	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

State	State Franchise Administrator	Agent for Service of Process
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8285	Attention: New York Secretary of State Department of State Division of Corporations One Commerce Plaza, 6th Floor 99 Washington Avenue Albany, NY 12231-0001 518-473-2492
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 701-328-2910	Insurance Commissioner 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 701-328-2910
Rhode Island	Department of Business Regulation Securities Division Bldg. 69, 1st Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527	Director of Dept. of Business Regulation Securities Division Bldg. 69, 1st Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527
South Dakota	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, 2nd Floor Pierre, SD 57501 605-773-3563	Division of Insurance Director of Securities Regulation 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 804-371-9733
Washington	Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760 Mailing Address: Securities Division PO BOX 41200 Olympia, WA 98504-1200	Director of Dept. of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

If a state is not listed, we are not required to appoint an agent for service of process in that state in order to comply with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

EXHIBIT J-1

Addendum to Disclosure Document
Pursuant to the California Franchise Investment Law

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT http://www.dbo.ca.gov

See the cover page of the Disclosure Document for our URL address. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. Item 3 is amended to state that no person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

2. Items 6, 9, and 17 (d), (e), and (i) are amended to state that the Franchise Agreement provides for liquidated damages. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. Items 17 (b), (c), (d), (e), (f), (g), (h), (i) and (w) are amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

4. Item 17 (h) is amended to state that the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

5. Item 17 (w) is amended to state that the Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.

6. Item 17 (v) is amended to state that the Franchise Agreement requires venue to be limited to Fairfax County, Virginia unless we sue you where your Hotel is located. This provision may not be enforceable under California law.

7. Items 17 (c) and (m) are amended to state that you must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

8. Item 17 (s) is amended to state that California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

Addendum to Disclosure Document
Pursuant to the Hawaii Franchise Investment Law

THE GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE AGREEMENT SHALL NOT RELIEVE US OR OUR AFFILIATES FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.

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

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

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

Addendum to Disclosure Document
Pursuant to the Illinois Franchise Disclosure Act

Item 13 is amended to provide that while we do not own the Marks, our affiliate owns the Marks and has licensed us to use the Marks and to sublicense the Marks to you.

1. Notice Required by Law:

   THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. Items 17 (v) and (w) are amended to state that the provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title 9 of the United States Code.

Addendum to Disclosure Document
Pursuant to the Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that the laws of the State of Maryland may supersede the Franchise Agreement, in the areas of termination and renewal of the Franchise.

2. Item 17 (h) is amended to state that the provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17 (v) is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.

4. Item 17 (w) is amended to state that nothing in the General Release under Section 16.8 of the Franchise Agreement shall operate to release us or our affiliates from any liability under the Maryland Franchise Registration and Disclosure Law.

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

MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state of Michigan.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

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

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

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

Addendum to Disclosure Document
Pursuant to the Minnesota Franchise Investment Law

THESE FRANCHISES HAVE BEEN REGISTERED OR EXEMPTED FROM REGISTRATION UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE,

WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Minnesota law provides that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us within 10 days after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. Items 17 (a) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.

4. Item 17 (i) is amended to state that Minnesota Rule 2860.4400J prohibits requiring you to consent to liquidated damages.

5. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

Addendum to Disclosure Document
Pursuant to the New York Franchise Sales Act

1. Item 3 is amended to add the following:

   Neither we nor any individual listed in Item 2, have pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging: a felony; a violation of a franchise, antitrust or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

   Neither we nor any individual listed in Item 2, have been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud; embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

Neither we nor any individual listed in Item 2, are subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or are subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or are subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 is amended to add the following:

During the 10-year period immediately preceding the date of this disclosure document, neither we nor any person identified in Item 2 above, has filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3, Item 17 is amended to add the following:

The franchisee may terminate the agreement upon any grounds available by law.

We will not assign our rights under the Franchise Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under the Franchise Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement that is inconsistent with that law.

You must sign a general release when you renew the Franchise Agreement and in connection with any transfer under the Franchise Agreement. These provisions may not be enforceable under New York law.

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

Addendum to Disclosure Document
Pursuant to the North Dakota Franchise Disclosure Act

1. Item 17 (i) is amended to reflect that all liquidated damages provisions in the Franchise Agreement are deleted in their entirety.

2. Item 17 (w) is amended to state that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

3. Item 17 (v) is amended to state that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.

4. Item 17 (w) is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted.

5. Items 17 (c) and (m) are amended to state that no release language set forth in the Franchise Agreement shall relieve us or our affiliates from liability imposed by the North Dakota Franchise Disclosure Act.

Addendum to Disclosure Document
Additional Information Required by the State of Rhode Island

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 *et seq.* (the "Act"), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a franchise agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Addendum to Disclosure Document
Pursuant to the Virginia Retail Franchise Act

Item 17.h is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Addendum to Disclosure Document
Pursuant to the Washington Franchise Investment Protection Act

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the Franchise Agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the Franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning your relationship with the Franchisor. Franchise Agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the Franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The Franchisee may terminate the Franchise Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Franchise Agreements or related agreements that permit the Franchisor to repurchase the Franchisee's business for any reason during the term of the Franchise Agreement without the Franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the Franchise Agreement or related agreements that requires the Franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits Franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring Franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the Franchise Agreement or related agreements stating that the Franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the Franchise Agreement or related agreements requiring the Franchisee to indemnify, reimburse, defend, or hold harmless the Franchisor or other parties is hereby modified such that the Franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the Franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Franchise Agreement or related agreements require a Franchisee to reimburse the Franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the Franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits the Franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the Franchisor and is paid a fee for referring prospects to the Franchisor and/or selling the franchise. If a Franchisee is working with a franchise broker, Franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT J-2

Exhibit J-2

RESTAURANT BRANDS

Poppy's™
Haley & Bear™
The Comeback™
Che Vita™
Junction™
Piebird™

We may add, remove, or modify any of our Restaurant Brands at any time.

EXHIBIT K

Hilton

755 Crossover Lane
Memphis, TN 38117

SAVE AS NEW DOCUMENT
Insert Expected Closing Date

Lender [also insert in 2nd page header]
Attention:
Address
Address

Re: [Name of Hotel (City, State) – Facility No. _____; ALSO INSERT IN 2nd page header]

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company [IF NEEDED:, successor by-merger to SELECT DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor in interest to SELECT [DT] Doubletree Hotel Systems, Inc. [ES, HAM, HWS] Promus Hotels, Inc. [HFS, HGI, CON, WA] Hilton Inns, Inc.] SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales] ("**Franchisor**") and _____, a _____ ("**Franchisee**") are parties to a franchise agreement dated _____, including all amendments, riders, supplemental agreements and assignments (collectively, "**Franchise Agreement**"). Franchisee operates [will operate] the [INSERT brand] hotel [to be] located at _____ ("**Hotel**") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mortgage loan in the amount of $_____ dated _____, as such mortgage loan may be periodically amended, modified, supplemented, extended or restated ("**Loan**"), from _____ [IF LENDER IS NOT A BANK: , a [State] [Type of Entity] ("**Lender**") [IF NEEDED: as administrative agent for itself and other participant lenders (in its capacity as administrative agent, "**Lender**")] to Franchisee [IF NOT FRANCHISEE: _____, a [State] [Type of Entity] ("**Borrower**")] to be used [*IF MULTIPLE PROPERTIES*:, in part,] for the direct benefit of the Hotel. [*DESCRIBE BORROWER'S RELATIONSHIP TO FRANCHISEE, e.g.* Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate.*]*

[*IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:*
FIRST ALTERNATIVE: Franchisor is entitled to presume conclusively that notice to and actions or failures to act by *INSERT NAME OF ONE LENDER* _____ ("**Lead Lender**") are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.

SECOND ALTERNATIVE: First Lender [MODIFY AS NEEDED], Second Lender [MODIFY AS NEEDED] and Third Lender [MODIFY AS NEEDED] will be collectively referred to as "**Lender**." First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of

the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

[*IF PRIOR LENDER COMFORT LETTER EXISTS*:
Reference is also made to a letter agreement dated _____, among Franchisor [CONFIRM ENTITY], Franchisee [CONFIRM ENTITY] and Lender [CONFIRM ENTITY] ("**Existing Comfort Letter**"). [IF EXISTING COMFORT LETTER IS WITH SAME LENDER: This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect.] [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND ¶¶ 5 AND 6 AS NEEDED]

1. **Cure Period**.

(a) Notice of Franchisee Default. Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

(b) Lender's Cure Periods. Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee ("**Lender's Cure Period**"). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession and/or ownership of the Hotel (each, an "**Acquisition**"), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender's Cure Period, for Lender to complete its Acquisition, through foreclosure or other appropriate proceedings ("**Additional Period**"); provided that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession and/or ownership of the Hotel. On request by Lender, the Additional Period may be further extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender's action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee's default during Lender's Cure Period and Lender commences a foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor of Franchisee's default under the Loan will be deemed to initiate the timeline outlined under the Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, "**Hilton**"); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in

bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. **Acquisition and Assumption**.

(a) [DELETE THIS SUBPARAGRAPH 2(a) IF THE HOTEL IS HILTON-MANAGED WITH A FRANCHISE OR FOR PORTFOLIO LOANS IF THE NUMBER OF HOTELS OPERATING UNDER THE SAME BRAND EXCEEDS THE THRESHOLD] Lender's Election to Waive Assumption of Franchise Agreement. Lender may give written notice (a "**Waiver Notice**") to Franchisor of Lender's election to waive Lender's right to assume the Franchise Agreement at any time (i) during Lender's Cure Period, or the Additional Period, as the Additional Period may be extended in accordance with Subparagraph 1(b) of this letter agreement, or (ii) within twenty (20) calendar days after the completion of the Acquisition. If given, the Waiver Notice will be effective twenty (20) calendar days after Franchisor's receipt of the Waiver Notice, and Franchisor may rely on the Waiver Notice to exercise its remedies against Franchisee under the Franchise Agreement, including termination of the Franchise Agreement. Lender shall not be liable for any termination fees or liquidated damages arising from the early termination of the Franchise Agreement; provided, however, if Lender or its designee is or comes into possession of the Hotel before the Waiver Notice is effective, then Lender shall be responsible for post-termination de-identification obligations at the Hotel, and for payment of any fees owed to Franchisor pursuant to the Franchise Agreement that accrued while Lender was in possession of the Hotel before the Waiver Notice is effective, but excluding termination fees or liquidated damages.

(b) Acquisition and Franchise Agreement Assumption. [DELETE FIRST SENTENCE ONLY IF ¶ 2(a) IS DELETED: If Lender does not deliver the Waiver Notice to Franchisor under Subparagraph 2(a), the Franchise Agreement will continue in full force and effect.] If Lender acquires possession and/or ownership of the Hotel as the result of an Acquisition, Lender will be deemed to have assumed the Franchise Agreement as of the date of the Acquisition. Lender will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the Acquisition date, including the payment of fees owed to Franchisor ("**Assumption**"). Any conditions in the transfer provisions of the Franchise Agreement that Franchisor deems relevant shall apply with respect to the Assumption, including but not limited to the obligation for Lender to submit its ownership structure, organizational documents and evidence of insurance. Lender must, within ten (10) business days after receipt of a request from Franchisor, provide to Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), as well as the other information reasonably requested. If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will promptly prepare Franchisor's then-current form assumption agreement ("**Assumption Agreement**") to document the Assumption, and deliver the Assumption Agreement to Lender. Lender must execute and return the Assumption Agreement to Franchisor within ten (10) business days after receipt from Franchisor. Lender's failure to timely execute and deliver the Assumption Agreement may be deemed a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor

a processing fee of Five Thousand Five Hundred Dollars ($5,500). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition except for personal and non-curable defaults. "Personal and non-curable defaults" means that the default (i) occurred before the date of Lender's Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee (*e.g.*, failure to provide adequate notice or past failure to maintain Franchisee's company status); and (iv) is unrelated to the operation of the Hotel.

(c) [INCLUDE ONLY IF EQUITY ACQUISITION LANGUAGE IS REQUESTED] Equity Acquisition and Amendment. If Lender acquires ownership of the Franchisee by means of an Equity Acquisition, Lender will be deemed to have assumed the rights and obligations of the Franchisee under the Franchise Agreement as of the date of the Equity Acquisition, and Lender must diligently cure all defaults which Lender could not cure before the Equity Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Equity Acquisition. Lender must enter into an amendment to the Franchise Agreement to document the change of control of Franchisee, which will, among other things, contain a new ownership structure for Franchisee ("**Amendment**"). Subject to confirmation that Lender is not a Sanctioned Person, Franchisor will prepare the Amendment promptly after receipt of any information requested under this Subparagraph 2(c). Franchisor will deliver the Amendment to Lender, and Lender will execute and return the Amendment to Franchisor within ten (10) business days after Franchisor delivers it. Lender's failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Amendment will not exceed those which Franchisor could have imposed had such change of control of Franchisee not occurred. In lieu of any transfer or application fee, Lender agrees to pay Franchisor a processing of Five Thousand Five Hundred Dollars ($5,500). For the avoidance of doubt, an Equity Acquisition is not an Acquisition, and the provisions of Subparagraphs 2(a) and 2(b) shall not apply with respect to any Equity Acquisition; provided, however, that the term "Assumption" as referenced in Subparagraph 2(d) and Paragraph 10 shall also include Lender's assumption of the rights and obligations of the Franchisee under the Franchise Agreement as of the date of the Equity Acquisition.

(d) Lender's Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party, and payment of an application fee.

3. **Notice to Franchisor**. Lender agrees to notify Franchisor (a) contemporaneously with commencement of any action that may result in an Acquisition, (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel, (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the Hotel or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 13 [NO ESTOPPEL] 14 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver, or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

If Lender wishes to send a notice to Franchisor regarding securitizations, Lender may send the notice by any method described above, or by email (with read receipt confirmation) at Lender.Comfort.Letters@hilton.com or such other email address as Franchisor may periodically designate by notice to Lender.

4. **Confidentiality and Non-Disclosure**. The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender's servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business, the provisions of this letter agreement.

5. **Franchisee Estoppel and Release**. As consideration for this letter agreement relating to the Loan:

(a) Franchisee hereby certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, a "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [*IF APPLICABLE*: or the Existing Comfort Letter].

(b) [*IF APPLICABLE*: Franchisee hereby represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

(c) Franchisee hereby agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(d) Franchisee hereby agrees that this letter agreement was provided to Lender at Franchisee's request.

(e) Franchisee hereby fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist ("**Released Claims**"), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement [*IF APPLICABLE*: or the Existing Comfort Letter]. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in

addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release**. As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. "**Sanctioned Person**" means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this agreement. "**Trade Restrictions**" means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

(b) Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that [IF LENDER IS A BANK] Lender does not own any Equity Interest in Franchisee [IF LENDER IS NOT A BANK] neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated, without the need for further action by Lender or Franchisor.

(e) [*IF LENDER IS A PARTY TO EXISTING COMFORT LETTER*:] Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) [*IF FOR A LOAN ORIGINATED AT AN EARLIER DATE:* Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession and/or ownership of the Hotel.

(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. [*IF LENDER IS A PARTY TO EXISTING COMFORT LETTER, ADD* or the Existing Comfort Letter.] [FOR CANADA ONLY; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the *Ontario Arthur Wishart Act (Franchise Disclosure), 2000,* that may have existed as of the Effective Date of this agreement.]

7. [IF REQUESTED, CHECK ¶ REFERENCES IN ¶¶ 3 / 6: **Franchisor Estoppel**. Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor's knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. "**Franchisor's knowledge**" means the actual knowledge of applicable

and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "**Default**" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. [*IF QUALIFIERS:* Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default.]

8. **Assignment**. This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization **if** Lender (i) directly transfers the Loan to the trustee **and** (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as "Lender" under this letter agreement; but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) [*IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT*:] any successor administrative agent with respect to the Loan if the successor is a national bank, a state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as "Lender" under this letter agreement gives notice to Franchisor, identifying the new "Lender" and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("**Assignee**") **if** (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement ("**Assignment**") and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender**. Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties

shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management**. Any change to the management company for the Hotel ("**Management**") made by Lender or a receiver before an Assumption is subject to Franchisor's prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Subordination**. Franchisor acknowledges and agrees that the Franchise Agreement, to the extent that it creates any interest in the Hotel, is and shall be subordinate to the mortgage or deed of trust of Lender placed or to be placed on the Hotel in accordance with the terms of the Loan.

12. **Collateral Assignment**. If the Franchise Agreement is being pledged by Franchisee to Lender as security for Franchisee's obligations to Lender under the Loan, issuance of this letter agreement evidences Franchisor's consent to the collateral assignment. Lender's rights in connection with the Franchise Agreement are governed by the terms and conditions in this letter agreement.

13. **Execution**. This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

14. **Effectiveness and Termination**. This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor's authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor's offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in the Hotel or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with the terms of this letter agreement.

15. **General**. No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor's part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA HILTON WORLDWIDE FRANCHISING LP

Signature Blocks on Following Page

LENDER:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISEE:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

By: _____

Name: _____

Title: Authorized Signatory

Effective Date: _____

FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP,
a limited partnership formed under the laws of England and Wales

By: HILTON WORLDWIDE MANAGE LIMITED,
Its General Partner

By: _____

Name: _____

Title: Authorized Signatory

Effective Date: _____

Hilton

755 Crossover Lane
Memphis, TN 38117

SAVE AS NEW DOCUMENT
Insert Expected Closing Date

Lender [also insert in 2nd page header]
Attention:
Address
Address

Re: [Name of Hotel (City, State) – Facility No. _____; ALSO INSERT IN 2nd page header]
Mezzanine Lender Comfort Letter

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company [IF NEEDED:, successor-by-merger to SELECT DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor-in-interest to [DT Doubletree Hotel Systems, Inc. [ES, HAM, HWS Promus Hotels, Inc. [HFS, HGI, CI, WAC Hilton Inns, Inc.] SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales] ("**Franchisor**") and _____, a _____ ("**Franchisee**") are parties to a franchise agreement dated _____, including all amendments, riders, supplemental agreements and assignments (collectively, "**Franchise Agreement**"). Franchisee operates [will operate] the [INSERT brand] hotel [to be] located at _____ ("**Hotel**") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mezzanine loan in the amount of $_____, dated _____, as such mezzanine loan may be periodically amended, modified, supplemented, extended or restated ("**Loan**") from _____ [IF LENDER IS NOT A BANK: , a [State] [Type of Entity] ("**Lender**") [IF NEEDED: as administrative agent for itself and other participant lenders (in its capacity as administrative agent, ("**Lender**"))] to Franchisee [IF NOT FRANCHISEE: _____, a [State] [Type of Entity] ("**Mezzanine Borrower**")] to be used [*IF MULTIPLE PROPERTIES*:, in part,] for the direct benefit of the Hotel. [*DESCRIBE BORROWER'S RELATIONSHIP TO FRANCHISEE. (e.g.,*Mezzanine Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate. *]*

[*IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:*
FIRST ALTERNATIVE: Franchisor is entitled to presume conclusively that notice to and actions or failures to act by *INSERT NAME OF ONE LENDER* _____ ("**Lead Lender**") are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.

SECOND ALTERNATIVE: First Lender [MODIFY AS NEEDED], Second Lender [MODIFY AS NEEDED] and Third Lender [MODIFY AS NEEDED] will be collectively referred to as "**Lender**." First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an

Waldorf Astoria · Conrad · canopy · Hilton · Curio · DoubleTree · Tapestry Collection · Embassy Suites · Hilton Garden Inn · Hampton · tru · Homewood Suites · Home2 · Hilton Grand Vacations
Hilton Honors

intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

[IF THERE IS A MORTGAGE LENDER]
Franchisor, Franchisee and _____ ("**Mortgage Lender**") [SELECT: entered into a letter agreement dated _____ OR are contemporaneously entering into a letter agreement] containing substantially the same terms as this letter agreement with respect to the mortgage loan ("**Mortgage Letter Agreement**"). Lender agrees that any and all rights under this letter agreement are subordinate to any and all rights of Mortgage Lender under the Mortgage Letter Agreement as long as the Mortgage Letter Agreement is effective. [IF MORTGAGE LENDER IS THE MEZZANINE LENDER If, when a notice of default is issued, the notice address for "Lender" under more than one letter agreement is the same, Franchisor's obligation to provide notice to Lender at the address designated in more than one letter shall be satisfied by sending one notice, and multiple notices shall not be required.]

[*IF PRIOR LENDER COMFORT LETTER EXISTS*:
Reference is also made to a letter agreement dated _____ among Franchisor [CONFIRM], Franchisee [CONFIRM] and Lender [CONFIRM] ("**Existing Comfort Letter**"). [IF WITH SAME LENDER: This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect.] [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND ¶¶ 5 AND 6 BELOW]

1. **Cure Period**.

(a) Notice of Franchisee Default. Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

(b) Lender's Cure Periods. Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee ("**Lender's Cure Period**"). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession of the Hotel and/or ownership of Franchisee (each, an "**Acquisition**"), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender's Cure Period, to complete its Acquisition, through UCC sale, foreclosure or other appropriate proceedings ("**Additional Period**"); provided, that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion within the Additional Period; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession of the Hotel and/or ownership of Franchisee. On request by Lender, the Additional Period may be extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender's action has been stayed or enjoined. If Franchisor has not issued a default notice to

Franchisee or Lender has cured Franchisee's default during Lender's Cure Period, and Lender commences a UCC sale, foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor of Franchisee's default under the Loan will be deemed to begin Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, "**Hilton**"); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements satisfactory to Franchisor in its sole discretion having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. **Assumption and Amendment**.

(a) Assumption. Lender will be deemed to have assumed the rights and obligations of Franchisee under the Franchise Agreement as of the date of the Acquisition, and will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the date of the Acquisition, including the payment of fees owed to Franchisor ("**Assumption**"). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition, within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition.

(b) Amendment. Lender must, within ten (10) business days after Franchisor's request, provide Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), and deliver any other documents regarding Lender's ownership structure that Franchisor reasonably requests. Franchisor will promptly prepare an amendment to the Franchise Agreement ("**Amendment**") to document the Assumption, and deliver the Amendment to Lender. Lender must execute and return the Amendment to Franchisor within ten (10) business days after receipt from Franchisor. Lender's failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee equal to the permitted transfer fee in the Franchise Agreement. If the Franchise Agreement does not reference a permitted transfer fee, then the processing fee will be Five Thousand Five Hundred Dollars ($5,500).

(c) Lender's Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party and payment of an application fee.

3. **Notice to Franchisor**. Lender agrees to notify Franchisor (a) contemporaneously with the commencement of any action that may result in an Acquisition; (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel; (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the equity ownership of Franchisee or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 11 [NO ESTOPPEL] 12 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

If Lender wishes to send a notice to Franchisor regarding securitizations, Lender may send the notice by any method described above, or by email (with read receipt confirmation) at Lender.Comfort.Letters@hilton.com or such other email address as Franchisor may periodically designate by notice to Lender.

4. **Confidentiality and Non-Disclosure**. The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender's servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender, or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business the provisions of this letter agreement.

5. **Franchisee Estoppel and Release**. As consideration for this letter agreement relating to the Loan, Franchisee hereby:

(a) certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter].

(b) [IF APPLICABLE: represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

(c) agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(d) agrees that this letter agreement was provided to Lender at Franchisee's request.

(e) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist ("**Released Claims**"), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter]. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release**. As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. "**Sanctioned Person**" means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this Agreement. "**Trade Restrictions**" means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

(b) Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that [IF LENDER IS A BANK] Lender does not own any Equity Interest in Franchisee [IF LENDER IS NOT A BANK] neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated without the need for further action by Lender or Franchisor.

(e) [*IF LENDER IS A PARTY TO EXISTING COMFORT LETTER*:] Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) [*IF FOR A LOAN ORIGINATED AT AN EARLIER DATE:* Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of

default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession of the Hotel and/or ownership of Franchisee.

(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. [*IF LENDER IS A PARTY TO EXISTING COMFORT LETTER*:, ADD or the Existing Comfort Letter.] [FOR CANADA ONLY ; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the *Ontario Arthur Wishart Act (Franchise Disclosure), 2000, that may have existed as of the Effective Date of this Assignment*.]

7. [*IF REQUESTED, CHECK REFERENCES in ¶¶ 3 / 6* **Franchisor Estoppel**. Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor's knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. "**Franchisor's knowledge**" means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. **"Default"** means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. [*IF QUALIFIERS:* Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default].

8. **Assignment**. This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization **if** Lender (i) directly transfers the Loan to the trustee **and** (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as "Lender" under this letter agreement but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) [*IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT*:] any successor administrative agent with respect to the Loan if the successor is a national bank, state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as "Lender" under this letter agreement gives notice to Franchisor, identifying the new "Lender" and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("**Assignee**") **if** (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company,

or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement ("**Assignment**") and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender**. Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management**. Any change to the management company for the Hotel ("**Management**") made by Lender or a receiver before an Assumption is subject to Franchisor's prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Execution**. This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

12. **Effectiveness and Termination**. This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor's authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor's offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in Franchisee or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with this letter agreement.

13. **General**. No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor's part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters

addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA HILTON WORLDWIDE FRANCHISING LP

Signature Blocks on Following Page

LENDER:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISEE:

[NAME]

By: _____

Name: _____

Title: _____

Accepted and agreed to _____
DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

By: _____

Name: _____

Title: Authorized Signatory

Effective Date: _____

FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP,
a limited partnership formed under the laws of England and Wales

By: HILTON WORLDWIDE MANAGE LIMITED,
Its General Partner

By: _____

Name: _____

Title: Authorized Signatory

Effective Date: _____

EXHIBIT L

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT M

RECEIPT

Hilton Franchise Holding LLC
HAMPTON

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Connecticut and Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa and Maine require that we give you the disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us in connection with the proposed franchise sale.

If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is 703-883-1000.

Issuance date: March 30, 2026

The franchise seller for this offering is [name] _____, [title] _____, [address], _____, [telephone number] _____.

Hilton Franchise Holding LLC authorizes the respective state agencies identified on Exhibit I to receive service of process for it in the particular state.

I received a disclosure document dated March 30, 2026, that included the following Exhibits:

Exhibit A	List of Franchised Hotels as of December 31, 2025
Exhibit B	List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest During 2025
Exhibit C	Financial Statements
Exhibit D	Franchise Agreement and Addendum
Exhibit D-1	State Addenda to Franchise Agreement
Exhibit D-2	Development Incentive Promissory Note
Exhibit E	Guaranty of Franchise Agreement
Exhibit F	Franchise Application
Exhibit G	Information Technology System Agreement (HITS Agreement)
Exhibit H	Manual Table of Contents – Brand Standards
Exhibit I	State Administrators and Agents for Service of Process
Exhibit J-1	State Addenda to Disclosure Document
Exhibit J-2	Restaurant Brands Addendum to Disclosure Document
Exhibit K	Lender Comfort Letter Forms
Exhibit L	State Effective Dates
Exhibit M	Receipts

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

_____
(Name of Entity)

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

If an individual:

_____
(Signature)

_____
(Printed Name)

Date: _____

CITY/STATE OF PROPOSED HOTEL(S):

_____

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO:

RECEIPT

Hilton Franchise Holding LLC
HAMPTON

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Connecticut and Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa and Maine require that we give you the disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us in connection with the proposed franchise sale.

If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

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Exhibit G	Information Technology System Agreement (HITS Agreement)
Exhibit H	Manual Table of Contents – Brand Standards
Exhibit I	State Administrators and Agents for Service of Process
Exhibit J-1	State Addenda to Disclosure Document
Exhibit J-2	Restaurant Brands Addendum to Disclosure Document
Exhibit K	Lender Comfort Letter Forms
Exhibit L	State Effective Dates
Exhibit M	Receipts

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

_____
(Name of Entity)

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

If an individual:

_____
(Signature)

_____
(Printed Name)

Date: _____

CITY/STATE OF PROPOSED HOTEL(S):

_____

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO: