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Business Oversight

FRANCHISE DISCLOSURE DOCUMENT



VANTAGE FRANCHISING, INC.  
(A Florida corporation)  
3300 N. University Drive, Suite 500  
Coral Springs, Florida 33065  
Telephone Number: 954-575-2668  
[www.JoinVantageHotels.com/Lexington](http://www.JoinVantageHotels.com/Lexington)  
[development@joinvantagehotels.com](mailto:development@joinvantagehotels.com)

The franchise is for the operation of midscale and upper midscale lodging facilities in the select-service and full-service segments, under the trademark Lexington® and certain other proprietary marks. Full service properties operate under the Lexington Hotel name; select service properties operate under the Lexington Inn name.

The total investment to convert an existing inn into an 85-room Lexington Inn is \$232,100 to \$1,338,000. This estimate includes the \$31,000 to \$36,000 that must be paid to our affiliate or us. The total investment to convert an existing hotel into a 100-room Lexington Hotel is \$316,400 to \$1,774,000. This estimate includes the \$34,000 to \$39,000 that must be paid to our affiliate or us. The total investment for a new construction 85-room Lexington Inn is \$6,850,700 to \$11,156,000, excluding site acquisition and preparation. This estimate includes the \$31,000 to \$36,000 that must be paid to our affiliate or us. The total investment for a new construction 100-room Lexington Hotel is \$8,692,500 to \$14,525,500, excluding site acquisition and preparation. This estimate includes the \$34,000 to \$39,000 that must be paid to our affiliate or us.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact the Development Coordinator at Vantage Franchising, Inc., 3300 N. University Drive, Suite 500, Coral Springs, Florida 33065, 954-575-2668, or at [development@joinvantagehotels.com](mailto:development@joinvantagehotels.com).

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this

disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You also can visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

The date of issuance of this disclosure document is: July 18, 2016.

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN FLORIDA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We reserve the right to use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

### STATE EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California effective date: \_\_\_\_\_, 2016

Hawaii effective date: \_\_\_\_\_, 2016

Illinois effective date: \_\_\_\_\_, 2016

Indiana effective date: \_\_\_\_\_, 2016

Michigan effective date: July 18, 2016

Minnesota effective date: \_\_\_\_\_, 2016

New York effective date: \_\_\_\_\_, 2016

North Dakota effective date: \_\_\_\_\_, 2016

Rhode Island effective date: \_\_\_\_\_, 2016

South Dakota effective date: \_\_\_\_\_, 2016

Virginia effective date: \_\_\_\_\_, 2016

Washington effective date: \_\_\_\_\_, 2016

Wisconsin effective date: \_\_\_\_\_, 2016

In all other states that do not require registration, the effective date of this disclosure document is the issuance date of July 18, 2016.



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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

Note: Despite subparagraph (f) above, we intend, and we and you agree to fully enforce the arbitration provisions of the franchise agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing these arbitration provisions. You acknowledge that we will seek to enforce this section as written.

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### EXHIBITS:

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

To simplify the language in this disclosure document, "Vantage" means Vantage Franchising, Inc., the franchisor. References to the "Lexington brand" or "Brand" mean Lexington® by Vantage, including its segments (Lexington Inn and Lexington Hotel) and brand extensions (for example, Lexington Inn & Suites, Lexington Legacy Hotel, Lexington Legacy Inn, and such other brand extensions as we may authorize). "We," "us," and "our" also refer to Vantage Franchising, Inc. "You" and "your" mean the person or entity that buys the franchise, the franchisee. Once you have become a franchisee, you also will be known as a "Brand Member." We use the terms "franchisor" and "franchisee" in this disclosure document where required or suggested by franchising laws, regulations, or guidelines. Use of those terms does not diminish the brand membership nature of our relationship.

If the purchaser of the franchise is a partnership, corporation, limited liability company, or other entity, "you" includes those persons that have a 20% or greater legal or beneficial ownership interest in the franchisee entity, who will have to guarantee your obligations and be bound by the provisions of your franchise agreement (which we call a "Membership Agreement"), the form of which is attached as Exhibit B to this disclosure document, and other agreements as described in this disclosure document. The spouse of any guarantor also may be required to acknowledge the guaranty.

### **Our Corporate Information**

We are a Florida corporation, incorporated on September 10, 2012 and were formerly known as Lexington Franchising, Inc. Our principal business address is 3300 N. University Drive, Suite 500, Coral Springs, Florida 33065.

Our agents for service of process are listed on Exhibit A to this disclosure document.

### **Parents and Predecessors**

Vantage Hospitality Group, Inc. ("Vantage Hospitality") is our parent. Vantage Hospitality is a Florida corporation organized on June 24, 1999. It shares our principal business address. Vantage Hospitality performs certain of our obligations under your Membership Agreement on our behalf, and provides various support services to Brand Members.

Vantage Hospitality never has offered franchises in any business. However, Vantage Hospitality has engaged in the hospitality industry since June 24, 1999. From 1999 to 2004, it operated in the United States under the name Best Value Inn Brand Membership, Inc., and offered brand affiliation in what it refers to as a "membership" model under the name "Best Value Inn." In 2004, the company changed its name from Best Value Inn Brand Membership, Inc., to Vantage Hospitality Group, Inc., and commenced offering memberships in the "Americas Best Value Inn®" brand. At that time, existing member properties also changed their name from "Best Value Inn" to "Americas Best Value Inn." Vantage Hospitality ceased offering memberships in the Americas Best Value Inn brand in early March 2015.

The brands in which Vantage Hospitality has offered membership include its limited service brands (Americas Best Value Inn, Canadas Best Value Inn, Value Inn Worldwide, and certain extensions of those brands, collectively known as the "Best Value" brand). As of December 31, 2015, there were a total of 861 non-franchised Best Value brand members (open

or under contract) in the United States, but no Best Value brand franchised units under agreement with Vantage Hospitality.

Vantage Hospitality also offered membership in the Lexington brand from 2005 through mid-November 2013. During that period, 54 members enrolled in the Lexington brand in the United States and 1 enrolled in Canada. As of December 31, 2015, there were a total of 20 non-franchised Lexington brand members open or under contract with Vantage Hospitality.

On January 15, 2015, Vantage Hospitality acquired certain intellectual property from America's Best Franchising, Inc. ("ABFI"), including the intellectual property related to the following franchise systems and brands: *Jameson Inn*; *Country Hearth Inn*; *America's Best Inns & Suites*; and *Signature Inn*. Also on January 15, 2015, Vantage Hospitality's wholly-owned subsidiary, LHINDI, Inc., a Florida corporation ("LHINDI"), acquired the operating assets, including the license agreements (these franchise systems referred to franchise agreements as license agreements), relating to the franchise systems from ABFI, Jameson Inn, Inc., Country Hearth Inn, Inc., and America's Best Inn, Inc. Since the acquisition on January 15, 2015, LHINDI has acted as the licensor under the existing license agreements for each of these brands, but has not offered and will not offer new franchises under any of these franchise systems. Although LHINDI is the licensor, Vantage Hospitality has agreed to manage the Jameson Inn, Country Hearth Inn and America's Best Inns & Suites brands and provides services to the licensees of such brands. At the time of acquisition, there were 25 Jameson Inn franchised units, 57 Country Hearth Inn franchised units, 85 America's Best Inns & Suites franchised units and no Signature Inn franchised units. Additionally, on December 31, 2015, Vantage Hospitality acquired from ABFI the intellectual property related to the 3 Palms Hotels & Resorts brand and LHINDI acquired the operating assets relating to the 3 Palms Hotels & Resorts brand. At the time of acquisition, there were four licensed 3 Palms Hotels and Resorts; LHINDI is the licensor under those license agreements. Neither Vantage Hospitality nor we nor LHINDI intend to offer or sell franchises under the 3 Palms Hotels and Resorts brand or the America's Best Inns & Suites brand.

We have no other predecessors from whom we acquired, directly or indirectly, the major portion of our assets within the past 10-year period.

### **Affiliates Providing Goods or Services to Franchisees**

The following affiliates provide or offer goods or services to our Brand Members: (a) Vantage Hospitality licenses us rights to certain of the Proprietary Marks (defined in Item 13) in the United States (which we then license to Brand Members), performs many of our post-sale obligations to Brand Members, and provides various support services to Brand Members with respect to the operation of the Lodging Facility; (b) Brown Nester Hospitality Services, Inc. ("Brown Nester"), whose principal business address is 2393 Townsgate Road, Suite 100, Westlake Village, California 91361, provides hotel brokerage and related consulting and valuation services; (c) BrownNester-Florida, LLC ("BrownNester-Florida") provides hotel brokerage and developer consulting services; (d) Vantage Insurance Services, Inc. ("VISI") is a full-service insurance agency specializing in hoteliers' insurance needs; and (e) Cal-Vegas Limited dba Vantage Hotel Management ("VHM") provides hotel management services. Other than Brown Nester, all of these affiliates share our principal business address located in Coral Springs, Florida. Brown Nester shares space with us in our Westlake Village, California office.

## **Affiliates Offering Franchises**

Other than as follows, none of our affiliates offers franchises for any line of business: (a) Vantage Franchising (Canada) Inc. ("Vantage Canada"), formerly known as Canadas BV Inn Inc., has been offering franchises for the operation of lodging facilities in Canada under the Canadas Best Value Inn brand since 2009, and as of December 31, 2015, 37 lodging facilities had joined that brand; (b) Van Asia (Korea) Limited entered into a master licensing agreement in 2012 to offer in South Korea the Value Inn Worldwide and Value Hotel Worldwide brands (as the Lexington brand is known in South Korea) and as of December 31, 2015, five hotels had joined that brand; and (c) Van Asia Limited entered into a master license agreement under which the master licensee offers membership in the Value Inn Worldwide and Value Hotel Worldwide brands throughout India and, as of December 31, 2015, had not yet enrolled any members. All of these affiliates share our principal business address.

## **Franchisor's Business**

We began offering franchises for Lexington-branded Lodging Facilities in December 2013. We had no prior business operations. As of March 11, 2015, we also began offering franchises for lodging facilities under the brand names Jameson Inn, Signature Inn, Americas Best Value Inn and Country Hearth Inn, each under a separate franchise disclosure document. We have not offered franchises for any other line of business. We do business as Vantage Franchising, Inc. We do not do business or currently intend to do business under any other name. We have not conducted the type of business that a franchisee will operate. As of December 31, 2015, there were 3 Jameson Inn-branded franchised units open or under contract with us, 4 Signature Inn-branded franchised units open or under contract with us, 45 Americas Best Value Inn-branded franchised units open or under contract with us, and 6 Country Hearth Inn-branded franchised units open or under contract with us.

## **The Franchise**

A franchise grants you the right to operate a Lexington-branded hotel, inn or other lodging facility ("Lodging Facility") involving a distinctive and innovative brand. The franchise concept allows experienced, professional hotel operators greater autonomy in their operations than conventional hotel franchises, while also providing brand standards that may be less elaborate or rigid compared to conventional hotel franchises, as well as "A Voice and A Vote<sup>®</sup>" in many of the Brand's policies and directions. All Lexington franchisees must be experienced in the industry (or must have engaged an experience hotel management company on their behalf) and must have qualified professional hotel management on site. We offer the right to operate under two segments: Lexington Inn (moderately-priced select-service lodging facilities typically consisting of at least 85 rooms with limited food and beverage offerings) and Lexington Hotel (moderately-priced full-service lodging facilities typically consisting of at least 100 rooms). If you prefer to maintain a name that has developed an established identity and goodwill, you may ask for your Lodging Facility to be known as a "Lexington Legacy" Inn or Hotel. For example, the Lexington-branded property in Sacramento, California, is known as Lions Gate Hotel & Conference Center, a Lexington Legacy Hotel.

Amenities include swimming pools (unless geographically contraindicated), complimentary hot continental breakfast (unless an on-site restaurant offering breakfast is open), flat screen televisions (with HBO premium programming), high-speed internet access in all guest rooms and the lobby, in-room single-cup coffee maker, an exercise facility, meeting space, sundry shop, guest laundry, microwave and mini-fridge in guest rooms, valet service

(based on location), and a business center. In all cases, we expect the properties to be run according to our Brand Standards by seasoned, well-qualified hospitality professionals, including a certified general manager and a trained director of sales. The "Brand Standards" include all of our mandatory policies, procedures, standards, operating procedures, service standards and rules we periodically prescribe for operating a Lodging Facility, whether described in our resource guides, policy statements, and program manuals (if any) (our "Brand Manuals") or otherwise provided in writing, and our "Trade Dress" (which means the business design and image owned by us and our affiliates pertaining to Lexington-branded Lodging Facilities), and other Proprietary Property (as defined in Item 14), all of which may be further revised and developed by us.

## **General Market and Competition**

The market for moderately-priced lodging facilities is well-established, and cuts across most socio-economic groups. These properties generally appeal to both leisure and business travelers. Seasonality depends in large part on the location of an individual Lexington lodging facility. For example, a Lexington in a ski area may be more sensitive to seasonal fluctuations than a Lexington near a military base. Similarly, sales to groups (whether social, such as a wedding party, or business, such as an inventory audit team) depend, in part, on the location of the Lexington lodging facility.

The hospitality industry is highly competitive. Lexington properties compete with all types of facilities that offer transient guest lodging to the public. The primary competition on a nationwide basis is from lodging facilities affiliated with other major chains, including Vantage Hospitality's and our other brands, as well as independently-owned and operated hotels and motels. The Lexington brand is relatively new and generally competes with established lodging chains in the select-service and full-service segments of the industry. Some of those competitors are more established and better known than Lexington by Vantage. Your ability to compete in your market will depend in large part on: room rates; service levels; your geographic area and site location; quality of accommodations; marketing; the skill, expertise, and dedication of your management and employees; and general economic conditions.

## **Industry Regulations**

You must comply with a number of federal, state and local laws and regulations that apply to businesses generally, as well as to the construction, maintenance, and operation of lodging facilities. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of your Lodging Facility and the other licenses applicable to your employees. These include: privacy laws; environmental laws; innkeeper liability laws; laws regarding the posting of hotel room rates and identification of guests; food handling, preparation and service regulations (if food is served at the premises); minimum wage and labor laws; the Americans with Disabilities Act; and the Occupational, Health and Safety Act. It will be your responsibility to research all applicable laws, and we strongly advise that you consult with a local attorney and contact local, state and federal agencies before signing your Membership Agreement, to determine your legal obligations and evaluate the possible effects on your costs and operations.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Roger J. Bloss: President & CEO, Chairman of the Board**

Roger Bloss has served as our President and Chief Executive Officer, and has been our Chairman of the Board of Directors since our formation in September 2012. He founded Vantage Hospitality in 1999, and has continued to serve as Vantage Hospitality's President and Chief Executive Officer since that time. Mr. Bloss became Chairman of Vantage Hospitality's Board of Directors in June 2009. He also is a director and officer of certain of our other affiliates as follows: Director and President of Thirty-Eight Street, Inc. ("TESI") since April 1987; Director of VISI since January 2008; Director and Vice President, Marketing, of Brown Nester since March 2011; Director, President and Chief Executive Officer of Vantage Hospitality (Canada) Inc. ("Vantage Hospitality (Canada)") since June 2009; Director, President and Chief Executive Officer of Vantage Canada since June 2009; Director and President of LHINDI since August 2012; Director of Van Asia (Korea), Ltd. since September 2012; Director of Van Asia, Ltd. since August 2012; Director and President of VantaCruise, Inc. ("VantaCruise") since September 2013; Manager of Cruise Inn Holdings, LLC ("Cruise Inn Holdings") since 2013; Manager of Cruise Inn Membership, LLC ("Cruise Inn Membership") since 2013; and, President, Chief Executive Officer and Director of VAPAC, Inc. ("VAPAC") since December 2010. Mr. Bloss is based in Vantage Hospitality's Westlake Village, California office.

### **Bernard ("Bernie") T. Moyle: COO & CFO, Member of the Board**

Bernie Moyle has served as our Chief Operating Officer and Chief Financial Officer, and has been a Member of the Board of Directors, since our formation in September 2012. He co-founded Vantage Hospitality in 1999, and has continued to serve as Vantage Hospitality's Chief Operating Officer and Chief Financial Officer since that time. He has been a director of Vantage Hospitality since June 1999 and also has served as the Vice-President, Secretary and Treasurer of Vantage Hospitality since June 1999. Mr. Moyle also is a director and officer of certain of our other affiliates as follows: Director, Vice-President, Secretary and Treasurer of TESI since April 1987; Director and Secretary of VISI since January 2008; Director, Secretary and Treasurer of Brown Nester since March 2011; Director, Chief Operating Officer, Vice-President, Secretary and Treasurer of Vantage Hospitality (Canada) since June 2009; Director, Chief Operating Officer, Vice-President, Secretary and Treasurer of Vantage Canada since June 2009; Director, Vice-President and Secretary of LHINDI since August 2012; Director of Van Asia (Korea), Ltd. since September 2012; Director of Van Asia, Ltd. since August 2012; Director, Vice-President and Treasurer of VantaCruise since September 2013; Chief Operating Officer, Secretary, Treasurer and Director of VAPAC since December 2010; Manager of VAPAC Jacksonville, LLC since October 2015; Manager of VCC Flock, LLC since 2010; Manager of VCC Pro Shop LLC since 2012; President of LexDevCoJax, LLC since June 2015; Manager of ACC Strategies, LLC since 2009; President of The Country Club of Coral Springs, Inc. since 2011; President and Secretary of The Country Club of Coral Springs Golf Academy, Inc. since 2011; Manager of Cruise Inn Holdings since 2013; and, Manager of Cruise Inn Membership since 2013. He also is the President of Bernard T. Moyle, P.A., located in Coral Springs, Florida. Mr. Moyle is based in Vantage Hospitality's Coral Springs, Florida office.

### **Louis B. Fisher, III: Member of the Board (Vantage Hospitality)**

Louis Fisher has served as a member of the Board of Directors of our affiliates Vantage Hospitality and TESI since their respective formations. From 2008 to 2012, Mr. Fisher was the President of Ameribid, LLC, located in St. Augustine, Florida, and from 2001 through the



present he has been a National Director for Sperry Van Ness Auction Services, LLC located in St. Augustine, Florida. Since its formation in 2003, Mr. Fisher also has been the President of Louis B. Fisher, III, Inc., located in St. Augustine, Florida.

**Mark Williams: Group President, Mid-Scale to Upscale Brands (Vantage Hospitality)**

Mark Williams joined Vantage Hospitality in 2014 as the Group President of Mid-Scale and Upscale Brands, in Coral Springs, Florida. From 2013 to 2014, Mr. Williams was the Director of Major Markets for G6 Hospitality, in Carrollton, Texas. From 1993 to 2013, Mr. Williams was the Vice President of North American Development for Best Western International, Inc., in Phoenix, Arizona.

**Peter Frantz: Marketing Director and Member of the Board (Vantage Hospitality)**

Peter Frantz has served as Vantage Hospitality's Marketing Director, and has been a Member of the Board of Directors of Vantage Hospitality, since its inception in 1999. Since its formation in March 2011, he also has been a Member of the Board of Directors of Brown Nester. Since February 1995, he also has served as the President of JCF Marketing, Inc., located in Chagrin Falls, Ohio. Mr. Frantz is based in Vantage Hospitality's Chagrin Falls, Ohio office.

**Jordan Langlois: VP, Brand Management**

Jordan Langlois joined Vantage Hospitality in 2002 as a Brand Manager, was promoted to Senior Brand Manager in 2005, and has served as its Vice President of Brand Management since 2007. He has served as our Vice President of Brand Management since 2014 and as Vice President of Brand Management for Vantage Canada since 2015. Mr. Langlois is based in Vantage Hospitality's Coral Springs, Florida office.

**Laura Crawford: Director of Brand Management, Mid-Scale to Upscale Brands (Vantage Hospitality)**

Laura Crawford joined Vantage Hospitality in 2002 and has been the Director of Brand Management of Mid-Scale to Upscale Brands since March 2016. From January 2015 to March 2016, she served as Brand Manager for Upscale brands. From May 2007 to January 2015, she served as the Director of Membership Services and Lexington Brand Manager. Ms. Crawford is based in Vantage Hospitality's Coral Springs, Florida office.

**Mark Rode: Implementation and Training Manager and SSAP Director, Lexington by Vantage Brand (Vantage Hospitality)**

Mark Rode joined Vantage Hospitality in 2007 and has been the Implementation and Training Manager and SSAP Director for the Lexington by Vantage Brand since October 2010. From October 2007 to October 2010, he served as the Lexington Implementation Manager. Since January 2008, he also has served as the Director of International Services. From May 2007 to May 2013, he also served as the Brand Manager for the Americas Best Value Inn brand. Mr. Rode is based in Vantage Hospitality's Coral Springs, Florida office.

**Taylor Goff: Manager of Member Development (Vantage Hospitality)**

Taylor Goff joined Vantage Hospitality in 2011 and has been its Manager of Member Development since January 2013. From May 2012 to May 2013, he was Sales Coordinator and from May 2011 to May 2012, he was a Member Care Manager. Prior to that, from January 2010 to May 2011, Mr. Goff was a Front Desk Manager for an Americas Best Value Inn located in St. Clairsville, Ohio. Mr. Goff is based in Columbus, Ohio.

**Judith (“Judi”) A. Jarvis: VP, Legal Affairs and CLO**

Judi Jarvis joined Vantage Hospitality in 2008 as its Vice President of Legal Affairs and Chief Legal Officer. Ms. Jarvis also has served as our Vice President of Legal Affairs and Chief Legal Officer since April 2015. Prior to that time, she was (and still is) president of The Law Offices of Judith A. Jarvis, P.A., located in Coral Springs, Florida. Ms. Jarvis is based in Vantage Hospitality’s Coral Springs, Florida office.

**Andrew Kraemer: VP, IT and Electronic Distribution (Vantage Hospitality)**

Andrew Kraemer joined Vantage Hospitality in July 2015 as its Vice President of IT and Electronic Distribution. Since October 2010, Mr. Kraemer has been a member of RevGenie, LLC in Middlesex, New Jersey. From April 2009 to May 2011, Mr. Kraemer was a Business Agent with Mphasis in Parsippany, New Jersey. Mr. Kraemer is based out of Vantage Hospitality’s Coral Springs, Florida office.

**Timothy (“Tim”) F. Liston: Controller (Vantage Hospitality)**

Tim Liston has served as Vantage Hospitality’s Controller since he joined the company in 2005. Mr. Liston is based in Vantage Hospitality’s Coral Springs, Florida office.

**Maxine Lockhart: VP, Sales and New Business Development (Vantage Hospitality)**

Maxine Lockhart joined Vantage Hospitality in 2009 and has served as its Vice President of Sales and New Business Development since July 2015. Prior to that, Ms. Lockhart served at its Vice President of Groups, Meetings and Incentives from January 2012 to July 2015 and its Director of Groups, Meetings and Incentives from January 2009 to January 2012. Ms. Lockhart is based in Vantage Hospitality’s Coral Springs, Florida office.

**James (“Jim”) Maguire: VP, Guest Relations (Vantage Hospitality)**

James Maguire joined Vantage Hospitality in September 2014 as its Vice President of Guest Relations. Mr. Maguire also has served as a director and officer of The Country Club of Coral Springs, Inc., in Coral Springs, Florida, as follows: President during 2010, Director during 2011, and Secretary since 2012. From September 2012 to September 2014, Mr. Maguire was the Director of Operations for iQor in Fort Lauderdale, Florida. During the month of August 2012, Mr. Maguire spent time traveling. From April 2005 to July 2012, Mr. Maguire was the Director of Operations for Cross Country Home Services in Sunrise, Florida.

**Jesse Ostrum: VP, Revenue Management (Vantage Hospitality)**

Jesse Ostrum joined Vantage Hospitality in 2009 and has served as its Vice President of Revenue Management since October 2012. Prior to that, Mr. Ostrum served as its Director of

Revenue Management from February 2009 to October 2012. Mr. Ostrum is based in Vantage Hospitality's Coral Springs, Florida office.

### **ITEM 3. LITIGATION**

#### **Pending**

Ashok Daftary et al. vs. Vantage Hospitality Group, Inc., Case No. 32-SC-16-00015 (Justice Court, Precinct 3, Place 2, Collin County, Texas). On January 26, 2016, Ashok Daftary and Jain Hospitality Co. (together, "Daftary") filed a small claims lawsuit against Vantage Hospitality seeking the return of a \$1,500 application fee and damages in the amount \$1,500. Daftary claims that Vantage Hospitality breached its contract with Daftary and violated the Deceptive Trade Practices Act. Daftary completed and submitted a membership application to Vantage Hospitality in January 2015, along with the non-refundable \$1,500 application fee; however, it never entered into a membership agreement with Vantage Hospitality. Vantage Hospitality has filed an answer denying all claims by Daftary and intends to seek a date for trial before the Justice of the Peace.

Vantage Hospitality Group, Inc. v. LWMW Management, LLC, Case No. 48,459-A (42<sup>nd</sup> Judicial District Court, Taylor County, State of Texas). On July 24, 2013, Vantage Hospitality filed a lawsuit in the 42<sup>nd</sup> Judicial District Court in Taylor County, Texas against LWMW Management, LLC for breach of contract as a result of LWMW Management's failure to pay Vantage Hospitality amounts due under a membership agreement between the parties. On August 19, 2013, LWMW Management filed an answer and counterclaims alleging that Vantage Hospitality had breached the membership agreement, was unjustly enriched, made false representations and engaged in deceptive trade practices. On October 31, 2014, Vantage Hospitality filed an amended complaint increasing the amount of the monetary relief sought. As of the date of this disclosure document, no trial date has been set.

#### **Completed**

In October 2008, Vantage Hospitality agreed with the South Dakota Department of Revenue & Regulation that Vantage Hospitality would: (a) refrain from offering any new memberships in South Dakota unless and until Vantage Hospitality registers Americas Best Value Inn as a franchise in that state; and (b) offer each then current member a right of rescission. This was in response to an investigation that did not result in formal proceedings against Vantage Hospitality. All of the then current members rejected the rescission offer.

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

### **ITEM 4. BANKRUPTCY**

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

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

When you complete your application, you will pay us an application fee of \$3,000.

When you sign your Membership Agreement, you will pay us an initial fee equal to the sum of (a) \$27,000 plus (b) the product of \$200 times the number of Guest Rooms in excess of

80. By way of example, if your Lodging Facility has 100 Guest Rooms, the initial fee will be \$31,000 (\$27,000 plus \$200 times 20).

If you propose to purchase signage bearing any Proprietary Marks from any supplier that is not a member of Vantage Hospitality's preferred vendor network, you will pay us a signage approval fee before we review the proposed vendor (currently \$3,000; we may increase it up to a maximum amount of \$5,000 in the future).

If you choose to have us develop your Lodging Facility-specific website we will charge you between \$1,200 and \$2,000, depending on how content-rich the website is.

If you are converting an existing inn or hotel into a Lexington Inn or Lexington Hotel and we issue you a Property Improvement Plan ("PIP") to which you must agree as a condition of approval that sets forth a list of items you must perform to conform your Lodging Facility to the Brand Standards prior to your Opening Date, and, within five days of delivery of that PIP you notify us in writing that you will not comply with the requirements of that PIP, we will refund the initial fee only (as long as you are not otherwise in default of the Membership Agreement and you and your owners have executed a general release in a form satisfactory to us), and we will retain the application fee. Further, if we decline to accept your application because we believe it would negatively impact an existing Brand Member, we will refund your application fee and initial fee. Otherwise, none of the payments described in this Item is refundable. "Opening Date" means the date the Lodging Facility opens for business under the brand.

#### ITEM 6. OTHER FEES

| TYPE OF FEE <sup>1,2</sup> | AMOUNT                                                                                                                                     | DUE DATE                         | REMARKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Membership Fee             | At your option, either: (a) the product of \$35 times the number of Guest Rooms; or (b) 4% of monthly Gross Rooms Revenue <sup>3,4</sup> . | Monthly upon delivery of invoice | <p>You may choose whether you want to pay your Membership Fee as a percentage of Gross Rooms Revenue or a multiple of the number of Guest Rooms. You may change your Membership Fee option as of any anniversary of your Billing Start Date<sup>5</sup> if you provide us notice at least 90 days prior to such anniversary.</p> <p>This fee may be periodically increased by us upon the affirmative vote of at least 60% of the Brand Members voting in person at our Brand Conference or at a telephonic or web meeting of the Brand Members convened by us (the "Voting Members"); however, we may increase the Membership Fee by the most recently published National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) as most recently published by the U.S. Department of Labor, or a successor index ("CPI"), without the approval of the Voting Members.</p> <p>If you have elected to pay based on Gross Rooms Revenue and do not deliver the required Monthly Statement (as described in Note 3), then we will charge you a default Membership Fee calculated based on 110% of the Membership Fee that would be payable by you if you were playing a flat fee per Guest Room per month.</p> |

| TYPE OF FEE <sup>1,2</sup> | AMOUNT                                                            | DUE DATE                         | REMARKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------|-------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Marketing Fee              | The product of \$22 times the number of Guest Rooms.              | Monthly upon delivery of invoice | This fee may be periodically increased by us upon the affirmative vote of at least 60% of the Voting Members; however, we may increase the Marketing Fee by the most recently published CPI without the approval of the Voting Members.                                                                                                                                                                                                                                                                        |
| Revenue Support Fee        | \$149 to \$199 per month                                          | Monthly upon delivery of invoice | You will pay us this continuing monthly fee for (i) your participation in the Vantage Competitive Intelligence Program, our revenue management program required of all Brand Members, and (ii) a property management system ("PMS")-to-central reservation system ("CRS") connectivity fee charged by our CRS, which will be invoiced and collected by us, and remitted to the CRS provider. This fee is subject to increase as the third-party fees increase.                                                 |
| Conference Fee             | \$75 per month                                                    | Monthly upon delivery of invoice | If you timely pay all of your Conference Fees, one of your representatives may attend our Brand Conference for no additional registration fee. In addition, you must pay your attendees' expenses of travel, lodging, certain meals, and other out-of-pocket costs. Other than any registration fees, these fees are paid to third parties.<br>We may periodically increase the Conference Fee.                                                                                                                |
| PMS Interface Set Up Fee   | \$395                                                             | At implementation of interface   | This is a one-time fee charged by Sabre Hospitality Solutions, Inc. ("Sabre"), our third-party CRS provider, for setting up an interface with your PMS. This is in addition to any software development fee that may be charged by the CRS if you select a PMS that does not currently interface with the CRS <sup>6</sup> . This fee will be invoiced and collected by us and remitted to Sabre. As of the date of this disclosure document, it is Sabre's practice to waive this fee if you use Sabre's PMS. |
| 3D Service Retraining Fee  | \$1,500 plus costs of travel and accommodations for our trainers. | Upon demand                      | If, as a result of a quality assurance inspection of the Lodging Facility ("QA Inspection"), at least 6 points are deducted from your QA Score because of a 3D Service Program deficiency and each deficiency is not cured under our action plan, we may require retraining of certain employees. You must pay our then-current retraining fee (currently, \$1,500) plus the cost of travel and accommodations for our trainers.                                                                               |
| Signage Approval Fee       | Currently, \$3,000                                                | Upon demand, if applicable       | If you propose to purchase any signage bearing any Proprietary Marks from a supplier that is not a member of Vantage Hospitality's preferred vendor network, you will pay us our then current signage approval fee. Our current fee is \$3,000 but we may increase it up to a maximum amount of \$5,000 in the future.                                                                                                                                                                                         |

| TYPE OF FEE <sup>1,2</sup>  | AMOUNT                                                                                        | DUE DATE                                | REMARKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vantage Rewards Program Fee | Currently we do not charge a fee in connection with the Vantage Rewards program. <sup>7</sup> | Upon delivery of invoice; if applicable | You will be required to participate in the Vantage Rewards program (described in detail in Item 11). Under the Vantage Rewards program, you will give a 15% discount to participating guests, subject to availability.                                                                                                                                                                                                                                                                                                                        |
| Renewal Fee                 | Currently, \$0                                                                                | Before renewal                          | At the time you sign our then current form of Membership Agreement for a renewal term, you will pay our then current renewal fee, if any.                                                                                                                                                                                                                                                                                                                                                                                                     |
| Transfer Fee                | Currently, a minimum of \$13,500                                                              | Before transfer                         | Your transferee or you must pay us a transfer fee in the amount of 50% of the then-applicable initial fee for new Brand Members if you transfer your Lodging Facility. Based on the current initial fee and assuming a Lodging Facility has 80 or fewer Guest Rooms, the transfer fee is currently \$13,500. This is in lieu of your transferee paying an application fee or an initial fee.                                                                                                                                                  |
| Late Payment Charge         | The greater of (a) \$25 or (b) 1.5% of the overdue amount                                     | Upon demand                             | Imposed if any payment you owe us is overdue.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Monthly Statement Fee       | The greater of (a) \$100 or (b) 1.5% of your previous month's Membership Fee.                 | Upon demand                             | If you elect to pay your Membership Fee as a percentage of Gross Rooms Revenue, and you fail to deliver any required Monthly Statement by its due date, you will pay us this fee.                                                                                                                                                                                                                                                                                                                                                             |
| Audit Fee                   | The greater of (a) \$100 or (b) 1.5% of your previous month's Membership Fee.                 | Upon demand                             | If you elect to pay your Membership Fee as a percentage of Gross Rooms Revenue and our audit reveals that any month's Gross Rooms Revenue reported to us has been understated by at least 5% in any report, you must pay us the audit fee. In addition, if any audit discloses that you have for any month or longer period understated the amount of the Membership Fee due to us by 10% or more, you must reimburse us for the costs and expenses connected with the audit (including reasonable accounting and attorneys' fees and costs). |
| Reactivation Fee            | Currently, \$2,000                                                                            | Prior to reactivation                   | If we have suspended your Lodging Facility from the CRS and access to any revenue-generating or revenue-related programs because of a default under your Membership Agreement or failure of a QA Inspection, and you have cured the default, you will pay this as a condition of reactivation. Although we may periodically change the amount of the fee (presently \$2,000), it will not exceed \$5,000.                                                                                                                                     |

| TYPE OF FEE <sup>1,2</sup>                                                                         | AMOUNT                                                                                                    | DUE DATE                                            | REMARKS                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PIP Re-inspection Fee                                                                              | Currently, \$1,000                                                                                        | Upon demand                                         | If we issue you a PIP as a condition of renewal or transfer, or as a result of a QA Inspection, or at any other time, and we have to re-inspect your Lodging Facility to verify it for compliance, you will pay us our then current PIP re-inspection fee, provide our representatives with complimentary lodging, and reimburse us for all expenses in connection with the inspection, including travel costs. |
| Guest Satisfaction Fee                                                                             | Our standard administrative fee (currently \$75, but subject to change); plus reimbursement of our costs. | Upon demand                                         | If you fail or refuse to promptly resolve a guest complaint to our satisfaction and we deem it necessary to resolve a guest complaint due to your failure or refusal to do so, you must pay for the cost of resolution (including our administrative fee).                                                                                                                                                      |
| E-mail Fee                                                                                         | Currently, \$0                                                                                            | As incurred                                         | Beginning with your second year of operation, we may charge you a reasonable fee for the three email addresses we provide to you                                                                                                                                                                                                                                                                                |
| Business Generation Commission                                                                     | Up to 10% of the then-applicable best available rate.                                                     | Monthly upon delivery of invoice                    | We may collect a commission for any groups, meetings or similar "travel industry sales" we generate that stays at your Lodging Facility. The then-applicable best available rate is determined based upon the standard non-negotiated rate for the room booked at the time of booking. The commission is intended to partially reimburse us for the administrative costs we incur to generate the business.     |
| Indemnification                                                                                    | Amount of damages suffered                                                                                | Upon demand                                         | You must indemnify us and our affiliates, and our and their respective officers, directors, owners, employees and representatives for all damages any of those parties suffers and costs any of those parties incur relating in any manner to your ownership or operation of your Lodging Facility, including enforcement costs.                                                                                |
| Performance of Obligations Expenses                                                                | Varies                                                                                                    | Upon demand                                         | If you default in performing any of your obligations under the Membership Agreement and we choose to perform your obligations for you, you will immediately reimburse us for the actual costs of so performing.                                                                                                                                                                                                 |
| Accelerated Fees Upon Early Termination Following your Default or Termination by you Without Cause | See Note 8                                                                                                | Upon early termination of your Membership Agreement | See Note 8                                                                                                                                                                                                                                                                                                                                                                                                      |

| TYPE OF FEE <sup>1,2</sup> | AMOUNT        | DUE DATE    | REMARKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------|---------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Failure to De-Identify     | \$500 per day | Upon demand | If you fail to comply with all of your de-identification obligations within 30 days after the expiration or early termination of your Membership Agreement, you must pay us this fee for each day in which you are in breach of your obligations. You need not pay these amounts if you can demonstrate to our satisfaction that it was impossible for you to timely cease or cause the cessation of any use of any Proprietary Marks we assert has not been timely ceased. This is in addition to other damages and remedies to which we may be entitled under applicable law. |

<sup>1</sup> Except as indicated otherwise, all fees are payable to us, are nonrefundable, and are uniformly imposed.

<sup>2</sup> You must pay us by means of an automated payment system using pre-authorized transfers from your operating account, through the use of electronic fund transfers, or any other automated payment system we designate. We may process the transfers at the time any payment is due and owing.

<sup>3</sup> If you choose to pay the Membership Fee as a percentage of Gross Rooms Revenue rather than a flat rate per Guest Room, then on the fifth day of the month commencing with the month of the Billing Start Date, and within five days after the end of each subsequent calendar month during the term, you will send us a statement (in the form prescribed by us) showing the Gross Rooms Revenue, occupancy and other related information that we request for the immediately preceding month (each, a "Monthly Statement").

<sup>4</sup> "Gross Rooms Revenue" means the gross revenue attributable to or payable for rentals of Guest Rooms, including all credit transactions, whether or not collected, guaranteed no-show revenue net of chargebacks from credit card issuers, and any proceeds from any business interruption or similar insurance applicable to the loss of revenue due to the non-availability of Guest Rooms. Excluded from Gross Rooms Revenue are separate charges to guests for food and beverage, room service, actual telephone charges, key forfeitures and entertainment (including internet fees and commissions), vending machine receipts, and federal, state and local sales, occupancy and use taxes. "Guest Rooms" means transient hotel rooms.

<sup>5</sup> If you are converting an existing property into a Lodging Facility, the "Billing Start Date" is the first day of the calendar month that is one full calendar month after the date on which you and we sign the Membership Agreement, unless you and we agree to a different date in writing. For example, if you and we sign the Membership Agreement on October 20, the Billing Start Date will be December 1. However, if your Lodging Facility is new construction then the "Billing Start Date" will be the first day of the calendar month that is one full calendar month after the Opening Date.

<sup>6</sup> Our CRS is SynXis, a product of Sabre. Many commonly-used PMS systems already interface with this CRS. However, if yours does not and Sabre must program an interface (or your PMS provider must do so), you will most likely incur hourly charges for software development that would depend, in large part, on the technical specifications of your PMS.



Accordingly, we cannot reliably estimate the cost of any interface; we have been advised by our CRS provider, however, that the cost should not exceed \$5,000.

<sup>7</sup> Although we currently do not charge a fee in connection with the Vantage Rewards program, we are contemplating adding a points-based component to the Vantage Rewards program under which we anticipate that we would charge you approximately 7% of the Gross Rooms Revenue for any reservation as to which guests are awarded points. We also anticipate that you will receive 85% of the then-applicable best available rate for any reservation for which points are redeemed. Reservations under the Vantage Rewards program are available only through certain channels that offer the least expensive booking fees and are not available through online travel agencies or other third-party booking sites.

<sup>8</sup> If we terminate your Membership Agreement for cause, or you terminate your Membership Agreement without cause (but not on a BSD3 Anniversary), you must pay us accelerated fees as follows: (i) if you have not elected to pay the Membership Fees as a percentage of Gross Rooms Revenue, you will pay us a lump-sum equal to the Membership Fees, Marketing Fees, Conference Fees, and Revenue Support Fees payable for the period from the termination date through the earlier of (a) 36 months following the termination date or (b) the end of the term; or (ii) if you have elected to pay Membership Fees as a percentage of Gross Rooms Revenue, you will pay us the product of (x) the average of the monthly Membership Fees payable for the most recently completed 12-month period (or the actual number of months for which your Lodging Facility has been billed monthly Membership Fees, if fewer than 12) multiplied by (y) the lesser of (1) 36 or (2) the number of full months remaining until the end of the term, plus the Marketing Fees, Conference Fees, and Revenue Support Fees payable for the period from the termination date through the earlier of (a) 36 months following the termination date or (b) the end of the term. These accelerated fees are in addition to any other damages and remedies to which we may be entitled under applicable law.

**ITEM 7. ESTIMATED INITIAL INVESTMENT**  
**LEXINGTON INN – NEW CONSTRUCTION – 85 ROOMS**

| <b>YOUR ESTIMATED INITIAL INVESTMENT<sup>1</sup></b> |                        |                          |                                               |                                      |
|------------------------------------------------------|------------------------|--------------------------|-----------------------------------------------|--------------------------------------|
| <b>TYPE OF EXPENDITURE</b>                           | <b>AMOUNT</b>          | <b>METHOD OF PAYMENT</b> | <b>WHEN DUE</b>                               | <b>TO WHOM PAYMENT IS TO BE MADE</b> |
| Application Fee                                      | \$3,000                | Lump sum                 | Upon submission of your Application           | Us                                   |
| Initial Fee <sup>2</sup>                             | \$28,000               | Lump sum                 | Upon your signing of the Membership Agreement | Us                                   |
| Market Study <sup>3</sup>                            | \$6,000 to \$17,000    | As arranged by you       | Before opening                                | Third parties                        |
| Land <sup>4</sup>                                    | Varies                 | As arranged by you       | Before opening                                | Third party sellers, landlords       |
| Permits, Licenses, Plans, Etc. <sup>5</sup>          | \$200,000 to \$485,000 | As arranged by you       | Before opening                                | Suppliers, governmental authorities  |

| <b>YOUR ESTIMATED INITIAL INVESTMENT<sup>1</sup></b>   |                                    |                          |                 |                                         |
|--------------------------------------------------------|------------------------------------|--------------------------|-----------------|-----------------------------------------|
| <b>TYPE OF EXPENDITURE</b>                             | <b>AMOUNT</b>                      | <b>METHOD OF PAYMENT</b> | <b>WHEN DUE</b> | <b>TO WHOM PAYMENT IS TO BE MADE</b>    |
| Building Construction <sup>6</sup>                     | \$5,400,000 to \$9,020,000         | As arranged by you       | Before opening  | Contractors, vendors and suppliers      |
| Furniture, Fixtures and Equipment <sup>7</sup>         | \$935,000 to \$1,105,000           | As arranged by you       | As incurred     | Vendors and suppliers                   |
| Signage <sup>8</sup>                                   | \$25,000 to \$50,000               | As arranged by you       | As incurred     | Vendors and suppliers                   |
| Signage Approval Fee <sup>9</sup>                      | \$0 to \$3,000                     | Lump sum                 | Upon invoice    | Us                                      |
| Communications Equipment <sup>10</sup>                 | \$35,000 to \$65,000               | As arranged by you       | As incurred     | Vendors and suppliers                   |
| Computer System <sup>11</sup>                          | \$10,000 to \$17,000               | As arranged by you       | As incurred     | Vendors and suppliers                   |
| Inventory/Supplies to Begin Operating <sup>12</sup>    | \$40,000 to \$60,000               | As incurred              | Before opening  | Vendors and suppliers                   |
| Other Pre-Opening Expenses <sup>13</sup>               | \$75,000 to \$103,000              | As arranged by you       | Before opening  | Vendors, suppliers, other third parties |
| Grand Opening Advertising <sup>14</sup>                | \$0 to \$20,000                    | Lump sum                 | Before opening  | Vendors and suppliers                   |
| Website Development <sup>15</sup>                      | \$1,200 to \$10,000                | As arranged by you       | As incurred     | Vendors and suppliers, or us            |
| Insurance (for 12 months) <sup>16</sup>                | \$17,500 to \$70,000               | As arranged by you       | As incurred     | Insurance providers                     |
| Additional Funds (3 month initial phase) <sup>17</sup> | \$75,000 to \$100,000              | Various                  | As incurred     | Employees, suppliers, etc.              |
| <b>Total (Excluding Land)<sup>18</sup></b>             | <b>\$6,850,700 to \$11,156,000</b> |                          |                 |                                         |

<sup>1</sup> The Application Fee and Initial Fee are refundable under certain circumstances (see Item 5). Otherwise, none of the fees you pay to our affiliates or us is refundable under any circumstance. Whether fees payable to third parties are refundable is a matter you will have to discuss and negotiate with them.

<sup>2</sup> This initial fee is the product of (y) \$27,000 plus (z) \$200 times 5 rooms, based on the assumption that the Lodging Facility has 85 rooms.

<sup>3</sup> You may choose to conduct a market study before selecting a location for your Lodging Facility. A market study will look at local demographics and potential sources of business and other business drivers in a market; analyze the current demand and supply for lodging facilities in a particular market; forecast the demand and supply in a market; determine the availability of workers in a particular market; and analyze the competition in a market, among other things.

<sup>4</sup> The cost of acquiring a site for a new Lexington Lodging Facility has not been estimated because it will vary considerably depending on such factors as whether you lease or purchase

the land, the location, size and the local real estate market conditions. The amount of land required for development may vary greatly depending on local building codes and similar factors.

<sup>5</sup> These amounts include the cost of architects and engineers and construction plans, as well as local fees (including building permits, licenses, environmental impact fees, etc.), which vary widely depending on your specific location and situation, as well as the design selected by you, and may be significantly greater than shown in this table. You should consult with your attorney to determine any applicable licensing or permit fees you must obtain to operate your Lodging Facility.

<sup>6</sup> This item includes expenses normally incurred in connection with the construction of an 85-room select-service lodging facility. Certain costs will depend on the number and type of guest rooms (for example double versus king rooms) that you choose to build. The cost of construction also will vary depending on numerous factors, including (a) the size and configuration of the premises; (b) pre-construction costs; (c) cost of materials and labor; (d) location of the premises and local conditions; and (e) whether costs will be incurred by the landlord if the premises are leased. These costs include, but are not limited to, demolition, rough carpentry, finish carpentry, ceilings, tile flooring and walls, millwork, carpet and floor finishes, wall finishes, fire protection, HVAC, electrical systems, lighting and fixtures. These costs do not include signage or site work.

<sup>7</sup> These amounts include the estimated costs of furniture, fixtures, and equipment such as carpeting, drapes, and telephone equipment (other than telephone switch equipment), but exclude the costs of computer systems. The cost of these items will vary depending on the size and configuration of the premises, the number and type of guest rooms (such as double versus king rooms or suites) you choose to build, as well as the quality of the furniture, fixtures and equipment you select.

<sup>8</sup> These amounts include the estimated cost for interior and exterior signage. Exterior sign expenses, including pole signs, may vary significantly depending on local building code requirements. These amounts also do not include installation, which will vary depending upon your market location. If you lease the property, your actual costs may also be affected by any restrictions placed by your landlord on interior and exterior signage.

<sup>9</sup> If you propose to purchase any signage bearing any Proprietary Marks from a supplier that is not a member of Vantage Hospitality's preferred vendor network, you must pay us this fee to reimburse us for our expenses in connection with confirming the signage complies with Brand Standards.

<sup>10</sup> These amounts include estimates for the cost of a telephone switch and other telephone and communications equipment, including the cost of high-speed Internet access equipment.

<sup>11</sup> These amounts include the computer hardware and software necessary to operate your Lodging Facility, including the initial license of a PMS. The exact cost of your computer system will depend on the PMS and other technology options you select, subject to our minimum standards.

<sup>12</sup> These amounts include the estimated costs for inventory items such as towels, linens, guest room amenities, paper goods and maintenance supplies and equipment, as well as an initial supply of Lexington 3D Service "Our Guests Come First" identifiers.

<sup>13</sup> These amounts include additional estimated expenses for the approximate three-month period prior to your Opening Date, including labor costs, pre-opening marketing costs and costs of professional advisors. This amount also includes the first of six installments (each in the amount of \$166.67) for the fee to establish a loyalty rewards program for your Lodging Facility.

<sup>14</sup> We do not require that you spend any amount on grand opening advertising (although we encourage you to do so).

<sup>15</sup> Each Brand Member is required to maintain a property-specific website (in addition to your Lodging Facility's presence on the brand's website). You should expect to spend between \$1,200 and \$10,000 on its development, with the upper end estimated to cover the creation of a content-rich hotel site. In addition, you will have to pay a monthly hosting-fee (typically \$60 to \$70 per month). Alternatively, you may pay us to develop your website, which will cost \$1,200-\$2,000. In either case, you may only use our booking engine, which we will provide to you at no additional cost (other than standard booking fees). Please see Item 11 for additional information about domain names.

<sup>16</sup> You must, at your own expense, keep in force insurance policies for your Lodging Facility. We reserve the right to change types and amounts of coverage. This estimate is based on our current requirements which are described in detail in Item 8 of this disclosure document. You will likely have to prepay all or a portion of the first year's premiums for insurance. The premiums may vary widely depending on a number of factors, such as the type of building construction, location of the Lodging Facility, revenue of the Lodging Facility, and your loss history.

<sup>17</sup> The additional funds represent certain expenses that you will incur in the operation of the business. You may need these funds to operate the Lodging Facility during its three-month initial phase following activation in our CRS. The estimated amount covers items such as payroll costs, rent, utilities, on-going advertising, facility expenses, security, and maintenance - but does not include any salary or allowance for an owner's draw, any amounts you must pay us, or any additional inventory you may need after your initial inventory is consumed. The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as: the size and location of your Lodging Facility; how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your Lodging Facility; competition; and other factors.

<sup>18</sup> We relied on our management's past experience, and that of existing Lexington affiliated brand members, as well as industry trends, to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not finance any portion of your initial investment.

#### **LEXINGTON HOTEL – NEW CONSTRUCTION – 100 ROOMS**

| <b>YOUR ESTIMATED INITIAL INVESTMENT<sup>1</sup></b> |               |                          |                                      |                                      |
|------------------------------------------------------|---------------|--------------------------|--------------------------------------|--------------------------------------|
| <b>TYPE OF EXPENDITURE</b>                           | <b>AMOUNT</b> | <b>METHOD OF PAYMENT</b> | <b>WHEN DUE</b>                      | <b>TO WHOM PAYMENT IS TO BE MADE</b> |
| Application Fee                                      | \$3,000       | Lump sum                 | Upon submission of your Application. | Us                                   |

| YOUR ESTIMATED INITIAL INVESTMENT <sup>1</sup>         |                                    |                    |                                                |                                         |
|--------------------------------------------------------|------------------------------------|--------------------|------------------------------------------------|-----------------------------------------|
| TYPE OF EXPENDITURE                                    | AMOUNT                             | METHOD OF PAYMENT  | WHEN DUE                                       | TO WHOM PAYMENT IS TO BE MADE           |
| Initial Fee <sup>2</sup>                               | \$31,000                           | Lump sum           | Upon your signing of the Membership Agreement. | Us                                      |
| Market Study <sup>3</sup>                              | \$6,000 to \$17,000                | As arranged by you | Before opening                                 | Third parties                           |
| Land <sup>4</sup>                                      | Varies                             | As arranged by you | Before opening                                 | Third party sellers, landlords          |
| Permits, Licenses, Plans, Etc. <sup>5</sup>            | \$200,000 to \$625,000             | As arranged by you | Before opening                                 | Suppliers, governmental authorities     |
| Building Construction <sup>6</sup>                     | \$6,980,000 to \$11,675,000        | As arranged by you | Before opening                                 | Contractors, vendors and suppliers      |
| Furniture, Fixtures and Equipment <sup>7</sup>         | \$1,100,000 to \$1,500,000         | As arranged by you | As incurred                                    | Vendors and suppliers                   |
| Signage <sup>8</sup>                                   | \$25,000 to \$50,000               | As arranged by you | As incurred                                    | Vendors and suppliers                   |
| Signage Approval Fee <sup>9</sup>                      | \$0 to \$3,000                     | Lump sum           | Upon invoice                                   | Us                                      |
| Communications Equipment <sup>10</sup>                 | \$35,000 to \$75,000               | As arranged by you | As incurred                                    | Vendors and suppliers                   |
| Computer System <sup>11</sup>                          | \$10,000 to \$32,000               | As arranged by you | As incurred                                    | Vendors and suppliers                   |
| Inventory/Supplies to Begin Operating <sup>12</sup>    | \$60,000 to \$125,000              | As incurred        | Before opening                                 | Vendors and suppliers                   |
| Other Pre-Opening Expenses <sup>13</sup>               | \$98,000 to \$129,500              | As arranged by you | Before opening                                 | Vendors, suppliers, other third parties |
| Grand Opening Advertising <sup>14</sup>                | \$0 to \$20,000                    | Lump sum           | Before opening                                 | Vendors and suppliers                   |
| Website Development <sup>15</sup>                      | \$7,000 to \$20,000                | As arranged by you | As incurred                                    | Vendors and suppliers, or us            |
| Insurance (for 12 months) <sup>16</sup>                | \$17,500 to \$70,000               | As arranged by you | As incurred                                    | Insurance providers                     |
| Additional Funds (3 month initial phase) <sup>17</sup> | \$120,000 to \$150,000             | Various            | As incurred                                    | Employees, suppliers, etc.              |
| Total (Excluding Land) <sup>18</sup>                   | <b>\$8,692,500 to \$14,525,500</b> |                    |                                                |                                         |

<sup>1</sup> The Application Fee and Initial Fee are refundable under certain circumstances (see Item 5). Otherwise, none of the fees you pay to our affiliates or us is refundable under any circumstance. Whether fees payable to third parties are refundable is a matter you will have to discuss and negotiate with them.

<sup>2</sup> This initial fee is the product of (y) \$27,000 plus (z) \$200 times 20 rooms, based on the assumption that the Lodging Facility has 100 rooms.

<sup>3</sup> You may choose to conduct a market study before selecting a location for your Lodging Facility. A market study will look at local demographics and potential sources of business and other business drivers in a market; analyze the current demand and supply for lodging facilities in a particular market; forecast the demand and supply in a market; determine the availability of workers in a particular market; and analyze the competition in a market, among other things.

<sup>4</sup> The cost of acquiring a site for a new Lexington lodging facility has not been estimated because it will vary considerably depending on such factors as whether you lease or purchase the land, the location, size and the local real estate market conditions. The amount of land required for development may vary greatly depending on local building codes and similar factors.

<sup>5</sup> These amounts include the cost of architects and engineers and construction plans, as well as local fees (including building permits, licenses, environmental impact fees, etc.), which vary widely depending on Brand Member's specific location and situation and may be significantly greater than shown in this table. You should consult with your attorney to determine any applicable licensing or permit fees you must obtain to operate your Lodging Facility.

<sup>6</sup> This item includes expenses normally incurred in connection with the construction of a 100 room select-service lodging facility. Certain costs will depend on the number and type of guest rooms (for example double versus king rooms) that you choose to build, and the nature and extent of food and beverage services that you plan to offer. The cost of construction will vary depending on numerous factors, including (a) the size and configuration of the premises, (b) pre-construction costs, (c) cost of materials and labor, (d) location of the premises and local conditions, and (e) whether costs will be incurred by the landlord if the premises are leased. These costs include, but are not limited to, demolition, rough carpentry, finish carpentry, ceilings, tile flooring and walls, millwork, carpet and floor finishes, wall finishes, fire protection, HVAC, electrical systems, lighting and fixtures. These costs do not include signage or site work.

<sup>7</sup> These amounts include the estimated costs of furniture, fixtures and equipment, such as carpeting, drapes, and telephone equipment (other than telephone switch equipment), but exclude the costs of computer systems. The cost of these items will vary depending on the size and configuration of the premises, the number and type of guest rooms (such as double versus king rooms or suites) you choose to build, as well as the quality of the furniture, fixtures and equipment you select.

<sup>8</sup> These amounts include the estimated cost for interior and exterior signage. Exterior sign expenses, including pole signs, may vary significantly depending on local building code requirements. These amounts also do not include installation which will vary depending upon your market location. If you lease the property, your actual costs may also be affected by any restrictions placed by your landlord on interior and exterior signage.

<sup>9</sup> If you propose to purchase any signage bearing any Proprietary Marks from a supplier that is not a member of Vantage Hospitality's preferred vendor network, you must pay us this fee to reimburse us for our expenses in connection with confirming the signage complies with Brand Standards.

<sup>10</sup> These amounts include estimates for the cost of a telephone switch and other telephone and communications equipment, including the cost of high-speed Internet access equipment.

<sup>11</sup> These amounts include the computer hardware and software necessary to operate your Lodging Facility, including the initial license of a PMS. The exact cost of your computer system will depend on the PMS and other technology options you select, subject to our minimum standards.

<sup>12</sup> These amounts include the estimated costs for inventory items such as towels, linens, guest room amenities, paper goods and maintenance supplies and equipment, as well as an initial supply of Lexington 3D Service "Our Guests Come First" identifiers.

<sup>13</sup> These amounts include additional estimated expenses for the approximate three-month period prior to your Opening Date, including labor costs, pre-opening marketing costs and costs of professional advisors. This amount also includes the first of six installments (each in the amount of \$166.67) for the fee to establish a loyalty rewards program for your Lodging Facility.

<sup>14</sup> We do not require you to spend any amount on grand opening advertising (although we encourage you to actively do so).

<sup>15</sup> Each Brand Member is required to maintain a property-specific website (in addition to your Lodging Facility's presence on the brand's website). You should expect to spend between \$7,000 and \$20,000 on its development, with the upper end estimated to cover the creation of a content-rich hotel site. In addition, you will have to pay a monthly hosting-fee (typically \$60 to \$70 per month). Alternatively, you may pay us to develop your website, which will cost \$1,200-\$2,000. In either case, you may only use our booking engine, which we will provide to you at no additional cost (other than standard booking fees). Please see Item 11 for additional information about domain names.

<sup>16</sup> You must, at your own expense, keep in force insurance policies for your Lodging Facility. We reserve the right to change types and amounts of coverage. This estimate is based on our current requirements which are described in detail in Item 8 of this disclosure document. You will likely have to prepay all or a portion of the first year's premiums for insurance. The premiums may vary widely depending on a number of factors, such as the type of building construction, location of the Lodging Facility, revenue of the Lodging Facility, and your loss history.

<sup>17</sup> The additional funds represent certain expenses that you will incur in the operation of the business. You may need these funds to operate the Lodging Facility during its three-month initial phase following activation in our CRS. The estimated amount covers items such as payroll costs, rent, utilities, on-going advertising, facility expenses, security, and maintenance - but does not include any salary or allowance for an owner's draw, any amounts you must pay us, or any additional inventory you may need after your initial inventory is consumed. The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as: the size and location of your Lodging Facility; how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your Lodging Facility; competition; and other factors.

<sup>18</sup> We relied on our management's past experience, and that of existing Lexington Brand Members, as well as industry trends, to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not finance any portion of your initial investment.

# **LEXINGTON INN – CONVERSION – 85 ROOMS**

| <b>YOUR ESTIMATED INITIAL INVESTMENT<sup>1</sup></b>   |                                 |                          |                                                |                                         |
|--------------------------------------------------------|---------------------------------|--------------------------|------------------------------------------------|-----------------------------------------|
| <b>TYPE OF EXPENDITURE</b>                             | <b>AMOUNT</b>                   | <b>METHOD OF PAYMENT</b> | <b>WHEN DUE</b>                                | <b>TO WHOM PAYMENT IS TO BE MADE</b>    |
| Application Fee                                        | \$3,000                         | Lump sum                 | Upon submission of your Application.           | Us                                      |
| Initial Fee <sup>2</sup>                               | \$28,000                        | Lump sum                 | Upon your signing of the Membership Agreement. | Us                                      |
| Conversion Remodeling Expenses <sup>3</sup>            | \$60,700 to \$401,000           | As arranged by you       | Before opening                                 | Contractors, vendors and suppliers      |
| Furniture, Fixtures and Equipment <sup>4</sup>         | \$40,000 to \$601,000           | As arranged by you       | As incurred                                    | Vendors and suppliers                   |
| Signage <sup>5</sup>                                   | \$7,500 to \$35,000             | As arranged by you       | As incurred                                    | Vendors and suppliers                   |
| Signage Approval Fee <sup>6</sup>                      | \$0 to \$3,000                  | Lump sum                 | Upon invoice                                   | Us                                      |
| Communications Equipment <sup>7</sup>                  | \$5,000 to \$15,000             | As arranged by you       | As incurred                                    | Vendors and suppliers                   |
| Computer System <sup>8</sup>                           | \$5,000 to \$17,000             | As arranged by you       | As incurred                                    | Vendors and suppliers                   |
| Inventory/Supplies to Begin Operating <sup>9</sup>     | \$6,700 to \$75,000             | As incurred              | Before opening                                 | Vendors and suppliers                   |
| Other Pre-Opening Expenses <sup>10</sup>               | \$25,000 to \$50,000            | As arranged by you       | Before opening                                 | Vendors, suppliers, other third parties |
| Grand Re-opening Advertising <sup>11</sup>             | \$0 to \$10,000                 | Lump sum                 | Before opening                                 | Vendors and suppliers                   |
| Website Development <sup>12</sup>                      | \$1,200 to \$10,000             | As arranged by you       | As incurred                                    | Vendors and suppliers, or us            |
| Additional Funds (3 month initial phase) <sup>13</sup> | \$50,000 to \$90,000            | Various                  | As incurred                                    | Employees, suppliers, etc.              |
| <b>Total<sup>14</sup></b>                              | <b>\$232,100 to \$1,338,000</b> |                          |                                                |                                         |

<sup>1</sup> The Application Fee and Initial Fee are refundable under certain circumstances (see Item 5). Otherwise, none of the fees you pay to us or our affiliates are refundable under any circumstance. Whether fees payable to third parties are refundable is a matter you will have to discuss and negotiate with them.

<sup>2</sup> This initial fee is the product of (y) \$27,000 plus (z) \$200 times 5 rooms, based on the assumption that the Lodging Facility has 85 rooms. The initial fee is refundable if a PIP is issued prior to your opening date and within 5 days of receiving such PIP you notify us in writing that you will not comply with the requirements of such PIP and we terminate the Membership Agreement, as long as you are not otherwise in default of the Membership Agreement and you and your owners have executed a general release in a form satisfactory to us.



<sup>3</sup> This item includes expenses normally incurred in connection with the remodeling of an existing hotel property to conform to our Brand Standards. We assume that you already own or lease your facility. Accordingly, any financing or lease payments are not included. This item includes expenses normally incurred in connection with the conversion of an 85-room select service or full service lodging facility. The cost of remodeling will vary depending on numerous factors, including (a) the condition of the Lodging Facility, (b) the size and configuration of the premises, (c) the cost of materials and labor, and (d) the location of the premises and local conditions.

<sup>4</sup> These amounts include the estimated costs of furniture, fixtures and equipment such as carpeting, drapes, and telephone equipment (other than telephone switch equipment), but exclude the costs of computer systems. These costs will vary greatly depending on the quality of the existing furniture, fixtures and equipment and how specific they are to a prior brand. The high end of this estimate was based on a hotel in need of complete refitting of furniture, soft goods, artwork, etc.

<sup>5</sup> These amounts include the estimated cost for interior and exterior signage. Exterior sign expenses, including pole signs, may vary significantly depending on local building code requirements. These amounts also do not include installation, which will vary depending upon your market location. If you lease the property, your actual costs may also be affected by any restrictions placed by your landlord on interior and exterior signage.

<sup>6</sup> If you propose to purchase any signage bearing any Proprietary Marks from a supplier that is not a member of Vantage Hospitality's preferred vendor network, you must pay us this fee to reimburse us for our expenses in connection with confirming the signage complies with Brand Standards.

<sup>7</sup> These amounts include estimates for the cost of a telephone switch and other telephone and communications equipment, including the cost of high-speed Internet access equipment, if you do not already have such equipment.

<sup>8</sup> These amounts include the computer hardware and software necessary to operate your Lodging Facility. The exact cost of your computer system will depend on the options you select, and on the systems, including the PMS, you already own. If you are purchasing a new PMS, please see the costs reflected under the tables for new construction. You also should read the section entitled, "Computer Systems," under Item 11 in this disclosure document.

<sup>9</sup> These amounts include the estimated costs for inventory items such as towels, linens, guest room amenities, paper goods and maintenance supplies and equipment, as well as an initial supply of Lexington 3D Service "Our Guests Come First" identifiers. The actual costs may be significantly less, depending on the condition and quantity of stock on hand at the time of conversion.

<sup>10</sup> These amounts include additional estimated expenses for the approximate three-month period prior to your Opening Date, including labor costs, pre-opening marketing costs and costs of professional advisors. This amount also includes the first of six installments (each in the amount of \$166.67) for the fee to establish a loyalty rewards program for your Lodging Facility.

<sup>11</sup> We do not require you to spend any amount on grand re-opening advertising (although we encourage you to actively do so).

<sup>12</sup> Each Brand Member is required to maintain a property-specific website (in addition to your Lodging Facility's presence on the brand's website). You should expect to spend between \$1,200 and \$10,000 on its development, with the upper end estimated to cover the creation of a content-rich hotel site. In addition, you will have to pay a monthly hosting-fee (typically \$60 to \$70 per month). Alternatively, you may pay us to develop your website, which will cost \$1,200-\$2,000. In either case, you may only use our booking engine, which we will provide to you at no additional cost (other than standard booking fees). Please see Item 11 for additional information about domain names.

<sup>13</sup> The additional funds represent certain expenses that you will incur in the operation of the business. You may need these funds to operate the Lodging Facility during its three-month initial phase following activation in our CRS. The estimated amount covers items such as payroll costs, rent, utilities, on-going advertising, facility expenses, security, and maintenance - but does not include any salary or allowance for an owner's draw, any amounts you must pay us, or any additional inventory you may need after your initial inventory is consumed. The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as: the size and location of your Lodging Facility; how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your Lodging Facility; competition; and other factors.

<sup>14</sup> This total assumes that your existing facility is in good condition. We relied on our management's past experience, and that of existing Lexington Brand Members, as well as industry trends, to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not finance any portion of your initial investment.

#### LEXINGTON HOTEL – CONVERSION – 100 ROOMS

| YOUR ESTIMATED INITIAL INVESTMENT <sup>1</sup> |                       |                    |                                                |                                    |
|------------------------------------------------|-----------------------|--------------------|------------------------------------------------|------------------------------------|
| TYPE OF EXPENDITURE                            | AMOUNT                | METHOD OF PAYMENT  | WHEN DUE                                       | TO WHOM PAYMENT IS TO BE MADE      |
| Application Fee                                | \$3,000               | Lump sum           | Upon submission of your Application.           | Us                                 |
| Initial Fee <sup>2</sup>                       | \$31,000              | Lump sum           | Upon your signing of the Membership Agreement. | Us                                 |
| Conversion Remodeling Expenses <sup>3</sup>    | \$85,700 to \$520,000 | As arranged by you | Before opening                                 | Contractors, vendors and suppliers |
| Furniture, Fixtures and Equipment <sup>4</sup> | \$53,500 to \$775,000 | As arranged by you | As incurred                                    | Vendors and suppliers              |
| Signage <sup>5</sup>                           | \$7,500 to \$35,000   | As arranged by you | As incurred                                    | Vendors and suppliers              |
| Signage Approval Fee <sup>6</sup>              | \$0 to \$3,000        | Lump sum           | Upon invoice                                   | Us                                 |
| Communications Equipment <sup>7</sup>          | \$5,000 to \$25,000   | As arranged by you | As incurred                                    | Vendors and suppliers              |
| Computer System <sup>8</sup>                   | \$5,000 to \$22,000   | As arranged by you | As incurred                                    | Vendors and suppliers              |

| YOUR ESTIMATED INITIAL INVESTMENT <sup>1</sup>         |                                 |                    |                |                                         |
|--------------------------------------------------------|---------------------------------|--------------------|----------------|-----------------------------------------|
| TYPE OF EXPENDITURE                                    | AMOUNT                          | METHOD OF PAYMENT  | WHEN DUE       | TO WHOM PAYMENT IS TO BE MADE           |
| Inventory/Supplies to Begin Operating <sup>9</sup>     | \$8,700 to \$150,000            | As incurred        | Before opening | Vendors and suppliers                   |
| Other Pre-Opening Expenses <sup>10</sup>               | \$35,000 to \$75,000            | As arranged by you | Before opening | Vendors, suppliers, other third parties |
| Grand Re-opening Advertising <sup>11</sup>             | \$0 to \$15,000                 | Lump sum           | Before opening | Vendors and suppliers                   |
| Website Development <sup>12</sup>                      | \$7,000 to \$20,000             | As arranged by you | As incurred    | Vendors and suppliers, or us            |
| Additional Funds (3 month initial phase) <sup>13</sup> | \$75,000 to \$100,000           | Various            | As incurred    | Employees, suppliers, etc.              |
| Total <sup>14</sup>                                    | <b>\$316,400 to \$1,774,000</b> |                    |                |                                         |

<sup>1</sup> The Application Fee and Initial Fee are refundable under certain circumstances (see Item 5). Otherwise, none of the fees you pay to us or our affiliates are refundable under any circumstance. Whether fees payable to third parties are refundable is a matter you will have to discuss and negotiate with them.

<sup>2</sup> This initial fee is the product of (y) \$27,000 plus (z) \$200 times 20 rooms, based on the assumption that the Lodging Facility has 100 rooms. The initial fee is refundable if a PIP is issued prior to your opening date and within 5 days of receiving such PIP you notify us in writing that you will not comply with the requirements of such PIP and we terminate the Membership Agreement, as long as you are not otherwise in default of the Membership Agreement and you and your owners have executed a general release in a form satisfactory to us.

<sup>3</sup> This item includes expenses normally incurred in connection with the remodeling of an existing hotel property to conform to our Brand Standards. We assume that you already own or lease your facility. Accordingly, any financing or lease payments are not included. This item includes expenses normally incurred in connection with the conversion of a 100-room select service or full service lodging facility. The cost of remodeling will vary depending on numerous factors, including (a) the condition of the Lodging Facility, (b) the size and configuration of the premises, (c) the cost of materials and labor, and (d) the location of the premises and local conditions.

<sup>4</sup> These amounts include the estimated costs of furniture, fixtures and equipment such as carpeting, drapes, and telephone equipment (other than telephone switch equipment), but exclude the costs of computer systems. These costs will vary greatly depending on the quality of the existing furniture, fixtures and equipment and how specific they are to a prior brand. The high end of this estimate was based on a hotel in need of complete refitting of furniture, soft goods, artwork, etc.

<sup>5</sup> These amounts include the estimated cost for interior and exterior signage. Exterior sign expenses, including pole signs, may vary significantly depending on local building code requirements. These amounts also do not include installation, which will vary depending upon

your market location. If you lease the property, your actual costs may also be affected by any restrictions placed by your landlord on interior and exterior signage.

<sup>6</sup> If you propose to purchase any signage bearing any Proprietary Marks from a supplier that is not a member of Vantage Hospitality's preferred vendor network, you must pay us this fee to reimburse us for our expenses in connection with confirming the signage complies with Brand Standards.

<sup>7</sup> These amounts include estimates for the cost of a telephone switch and other telephone and communications equipment, including the cost of high-speed Internet access equipment, if you do not already have such equipment.

<sup>8</sup> These amounts include the computer hardware and software necessary to operate your Lodging Facility. The exact cost of your computer system will depend on the options you select, and on the systems, including the PMS, you already own. If you are purchasing a new PMS, please see the costs reflected under the tables for new construction. You also should read the section entitled, "Computer Systems," under Item 11 in this disclosure document.

<sup>9</sup> These amounts include the estimated costs for inventory items such as towels, linens, guest room amenities, paper goods and maintenance supplies and equipment, as well as an initial supply of Lexington 3D Service "Our Guests Come First" identifiers. The actual costs may be significantly less, depending on the condition and quantity of stock on hand at the time of conversion.

<sup>10</sup> These amounts include additional estimated expenses for the approximate three-month period prior to your Opening Date, including labor costs, pre-opening marketing costs and costs of professional advisors. This amount also includes the first of six installments (each in the amount of \$166.67) for the fee to establish a loyalty rewards program for your Lodging Facility.

<sup>11</sup> We do not require you to spend any amount on grand re-opening advertising (although we encourage you to actively do so).

<sup>12</sup> Each Brand Member is required to maintain a property-specific website (in addition to your Lodging Facility's presence on the brand's website). You should expect to spend between \$7,000 and \$20,000 on its development, with the upper end estimated to cover the creation of a content-rich hotel site. In addition, you will have to pay a monthly hosting-fee (typically \$60 to \$70 per month). Alternatively, you may pay us to develop your website, which will cost \$1,200-\$2,000. In either case, you may only use our booking engine, which we will provide to you at no additional cost (other than standard booking fees). Please see Item 11 for additional information about domain names.

<sup>13</sup> The additional funds represent certain expenses that you will incur in the operation of the business. You may need these funds to operate the Lodging Facility during its three-month initial phase following activation in our CRS. The estimated amount covers items such as payroll costs, rent, utilities, on-going advertising, facility expenses, security, and maintenance - but does not include any salary or allowance for an owner's draw, any amounts you must pay us, or any additional inventory you may need after your initial inventory is consumed. The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as: the size and location of your Lodging Facility; how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your Lodging Facility; competition; and other factors.

<sup>14</sup> This total assumes that your existing facility is in good condition. We relied on our management's past experience, and that of existing Lexington Brand Members, as well as industry trends, to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not finance any portion of your initial investment.

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

### **Authorized Specifications and Suppliers**

We may dictate the manufacturers, vendors or suppliers from which you will purchase or lease equipment, supplies, inventory, advertising materials, or any other products or services used to operate the Lodging Facility. We reserve the right to modify and add approved vendors or suppliers. We periodically may require you to enter into and comply with all of the provisions of agreements with (or terms and conditions required by) certain designated suppliers or vendors (each, a "Third Party Agreement"). The Third Party Agreements may be with providers of discount or promotional programs (including room discounts, rewards programs, frequent traveler programs, photographic or virtual tour programs, and gift card programs). We currently require you to sign, prior to opening for business as a Lexington-branded Lodging Facility, the following Third Party Agreements attached as exhibits to your Membership Agreement: (i) a travel agent commission settlement agreement (TACS Agreement), which includes a mandatory pay-by-ACH form; and (ii) a loyalty program agreement that supports the Lexington rewards program (VOILÀ Agreement). The terms of each Third Party Agreement may be subject to change. Further, if you propose to purchase any signage bearing any Proprietary Marks from a supplier that is not a member of Vantage Hospitality's preferred vendor network, you must pay us our then current signage approval fee (currently \$3,000, but we may increase it up to a maximum amount of \$5,000). You may not use any booking engine for your Lodging Facility other than ours; you may not enter into any other representation agreements or similar arrangements; and you may not enter into any agreements with forward distribution channels (such as online travel agencies) without our consent. If we enter into a brand-level or corporate level agreement with any distribution channel, we also will enter into a sub-agreement or participation agreement with such distribution channel on your behalf. You will be responsible for all booking fees payable to third parties for reservations made for your Lodging Facility through our booking engine.

Vantage Hospitality has developed a preferred vendor list that we will supply to you. You may request that a vendor be added to the preferred vendor list (or, if we require you to purchase goods and services from designated suppliers, the designated supplier list) by having such supplier submit a written request to us for our approval. We have the right to require as a condition of our approval that our representatives are permitted to inspect the vendor's facilities, and that the vendor attend our Brand Conference and enter into our then-applicable vendor agreement. Other than our signage approval fee, we do not currently charge a fee for the vendor approval process, but we reserve the right to do so. We will notify you in writing of approval or disapproval of your request within a reasonable time (generally not more than 30 days) after receiving your written submission. Vendors must demonstrate, to our continuing satisfaction, that they possess: (a) the ability to meet our reasonable standards and specifications for the services or items; and (b) adequate quality controls and capacity to supply your needs promptly and reliably. When considering whether to grant preferred status or approve suppliers for our Brand Members, we may consider any other relevant factors, including any factors relating to the price and quality of the products or services, the reliability of the supplier, and the economic benefits and incentives the supplier may provide to us. We may

approve a single supplier for any product or service. We may concentrate purchases with one or more suppliers to obtain the lowest prices or the best advertising support or services for any group of Brand Members. We reserve the right to revoke approval or preferred status upon the supplier's failure to continue to meet our standards and specifications, and will notify you in writing of such revocation. We will provide you with our approval criteria upon request.

We currently require you to purchase our logoed items from vendors on the preferred vendor list. If a Brand Member identifies another vendor willing to provide this product to our specifications, the Brand Member may submit the vendor for addition to the preferred vendor list.

Neither we nor any of our affiliates currently is an exclusive supplier of any product or service used to operate your Lodging Facility, although we reserve the right to designate ourselves or an affiliate as an exclusive provider. Currently, our affiliates, Brown Nester and BrownNester-Florida, are approved vendors of hotel brokerage services, our affiliate, VISI, is an approved vendor of insurance services, and our affiliate, VHM, is an approved vendor of hotel management services. Our President and Chief Executive Officer, Roger Bloss, and our Chief Operating Officer and Chief Financial Officer, Bernie Moyle, each have minority ownership interests in VHM, VISI and Brown Nester. Vantage Hospitality's Marketing Director, Peter Frantz, is an owner of JCF Marketing, Inc., which provides public relations and marketing for Vantage Hospitality and its affiliates, and is an approved vendor of public relations, marketing, and social media services for our Brand Members. Other than as identified in this Item, none of our officers owns an interest in any authorized or recommended suppliers.

## **Computer System**

Before commencing operation of the Lodging Facility, you must purchase an approved PMS from a member of Vantage Hospitality's designated vendor list and ensure that it is installed at the Lodging Facility in compliance with the specifications described in the Brand Manuals or otherwise in writing. The specifications include the requirement to maintain and use full two-way connectivity between the CRS and PMS, and providing us and Vantage Hospitality with remote access to your PMS. You must use SynXis from Sabre, the brand-specified CRS, required for representation in the global distribution system, exclusively.

## **Insurance**

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

- commercial general liability insurance for any claims or losses arising or resulting from the operations/premises of the Lodging Facility with combined single limits of \$2,000,000 per occurrence for bodily injury and property damage liability and a general aggregate limit not less than \$10,000,000, which will apply on a per location basis as evidenced by specific endorsement, and a deductible that does not exceed \$25,000. Such insurance will include premises and operations, independent contractors, blanket contractual, products and completed operations, advertising injury, employees as additional insureds, broad form property damage, personal injury, incidental medical malpractice, severability of interests, innkeeper's and safe deposit box liability, and explosion, collapse and underground coverage during any construction;

- property and contents insurance (or builder's risk insurance during any period of construction) on all building(s) and contents against loss or damage by fire, lightning and all other risks associated and covered by the "all risks" policy form, all in an amount not less than 90% of the replacement cost;
- boiler and machinery insurance against loss or damage from explosion of boilers or pressure vessels, to the extent applicable;
- business interruption insurance covering at least 12 months loss of profits and necessary continuing expenses for interruptions caused by a covered occurrence;
- workers' compensation insurance in statutory amounts for all your employees and employer's liability insurance in amounts not less than \$100,000 per accident or disease;
- liquor liability (applicable only when or if you distribute, sell, serve, or furnish alcoholic beverages) for combined single limits of bodily injury and property damage liability of not less than \$1,000,000 per occurrence;
- automobile liability insurance including owned, non-owned and hired vehicles for combined single limits of bodily injury and property damage of not less than \$1,000,000 per occurrence;
- garage-keeper's liability to the extent that property operations include parking operations, with a limit adequate to cover the full actual value of all automobiles that are in your care, custody, and control at any one time; and
- fidelity bond coverage or crime insurance on all employees in an amount not less than \$100,000.

In addition, we strongly recommend that you carry employment practice liability insurance. Each insurance policy for liability coverage must name us, Vantage Hospitality and our and its affiliates, and our and their respective officers, directors and employees as additional named insureds. We must receive copies of certificates of insurance, policy endorsements and proof of payment for all insurance policies no later than 10 days from the date you sign your Membership Agreement and on an annual basis. Your insurance must be written by an insurance company with a Best rating of "A" or better.

### **Revenue Derived from Required Purchases and Leases**

In 2015, neither we nor our affiliates derived any revenue from franchisee purchases.

The cost of purchases from designated sources or according to our specifications is estimated to represent less than 7% of your total purchases in connection with the establishment of your Lodging Facility, and significantly less if you undertake new construction. After you open, the cost of purchases from designated sources or according to our specifications is estimated to represent less than 5% of your total purchases to operate your Lodging Facility.

## Supplier Rebates

Certain of Vantage Hospitality's preferred vendors may provide Vantage Hospitality with benefits as a result of your purchases from them. Our affiliates or we currently may receive 2% to 3% of revenue from franchisee purchases from vendors of furniture, fixtures, equipment, supplies, services, and technology products and services. In 2015, the aggregate amount of such rebates that Vantage Hospitality received was \$141,729, from both franchisees and non-franchisee brand members of all Vantage Hotels brands. Vantage Hospitality and we intend to use these monetary rebates solely to support the Brand Conference and other educational opportunities made available to Brand Members (and members of all of the Vantage Hospitality brands); however, there is no restriction on Vantage Hospitality's or our use of these funds. In addition, Vantage Hospitality may receive non-monetary benefits such as advertising and marketing support or services. We did not receive any rebates in 2015 based on franchisee or non-franchisee brand member purchases. Neither Vantage Hospitality nor we provide material benefits to you based upon your use of preferred vendors. "Vantage Hotels" refers to all lodging facilities that we or our affiliates franchise, license or operate at any time, including lodging facilities under any of the following brands and their various extensions: Lexington by Vantage, Jameson Inn, Signature Inn, Americas Best Value Inn, Country Hearth Inn, America's Best Inns & Suites, 3 Palms Hotels and Resorts, Canadas Best Value Inn, Value Hotel Worldwide and Value Inn Worldwide.

## Purchasing or Distribution Cooperatives; Purchase Arrangements

No purchasing or distribution cooperatives exist. However, we may negotiate purchase arrangements (including price terms) with vendors in order to obtain pricing for Brand Members that individual Brand Members may not be able to obtain by dealing directly with the suppliers. As a convenience to Brand Members, Vantage Hospitality or we may purchase certain products (such as brand flags) in bulk, in order to obtain preferential pricing for Brand Members. In such instances, you may choose to purchase such items from Vantage Hospitality or us, and Vantage Hospitality or we, as applicable, resell those products to Brand Members without markups. In 2015, Vantage Hospitality's gross revenue represented by such transactions was less than \$750. We did not have any revenue from such transaction in 2015.

## ITEM 9. FRANCHISEE'S OBLIGATIONS

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

| FRANCHISEE'S OBLIGATIONS                               |                                |                          |
|--------------------------------------------------------|--------------------------------|--------------------------|
| Obligation                                             | Section In Franchise Agreement | Disclosure Document Item |
| a. Site selection and acquisition/lease                | Not applicable                 | Not applicable           |
| b. Pre-opening purchases/leases                        | Section 5.5                    | Items 7, 8 and 11        |
| c. Site development and other pre-opening requirements | Sections 5.1 and 5.2           | Items 7, 8 and 11        |
| d. Initial and ongoing training                        | Sections 3.2, 3.4 and 3.5      | Items 1, 6 and 11        |



| <b>FRANCHISEE'S OBLIGATIONS</b>                            |                                                                        |                                 |
|------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------|
| <b>Obligation</b>                                          | <b>Section In Franchise Agreement</b>                                  | <b>Disclosure Document Item</b> |
| e. Opening                                                 | Sections 5.2 and 5.10                                                  | Item 11                         |
| f. Fees                                                    | Sections 5.4.g, 5.5, 5.7, 5.13, 6.1, 6.5, 9.2.d.v, 10.1, and 11.5      | Items 5, 6, and 7               |
| g. Compliance with standards and policies/operating manual | Sections 5.1, 5.4, 5.7, 5.8, 5.10 and 5.11, Article 8 and Section 13.5 | Items 8 and 11                  |
| h. Trademarks and proprietary information                  | Articles 7 and 8                                                       | Items 13 and 14                 |
| i. Restrictions on products/services offered               | Section 5.8                                                            | Item 16                         |
| j. Warranty and customer service requirements              | Section 5.4                                                            | Item 6                          |
| k. Territorial development and sales quotas                | Not applicable                                                         | Not applicable                  |
| l. Ongoing product/service purchases                       | Sections 5.4, 5.5, 5.7, 5.9 and 5.13                                   | Item 8                          |
| m. Maintenance, appearance and remodeling requirements     | Sections 2.2.e, 5.1, 5.4 and 7.2.b                                     | Items 6, 11 and 17              |
| n. Insurance                                               | Section 5.14 and Schedule 5.14                                         | Item 8                          |
| o. Advertising                                             | Article 4                                                              | Items 6, 7 and 11               |
| p. Indemnification                                         | Section 13.1                                                           | Item 6                          |
| q. Owner's participation/management/staffing               | Sections 5.6 and 13.21                                                 | Item 15                         |
| r. Records and reports                                     | Section 5.5 and Schedule 6.1.d to the Membership Agreement             | Item 6                          |
| s. Inspections and audits                                  | Sections 5.1, 5.10 and 5.13, and Schedule 6.1.d                        | Items 6 and 11                  |
| t. Transfer                                                | Section 9.2                                                            | Items 6 and 17                  |
| u. Renewal                                                 | Section 2.2                                                            | Items 6 and 17                  |
| v. Post-termination obligations                            | Article 11                                                             | Item 17                         |
| w. Non-competition covenants                               | Not applicable                                                         | Not applicable                  |
| x. Dispute resolution                                      | Sections 13.11 and 13.12                                               | Item 17                         |

#### **ITEM 10. FINANCING**

We do not offer direct or indirect financing or guarantee your note, lease or other obligations.

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

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

### **Pre-Opening Assistance**

Before you open your Lodging Facility under the Lexington brand, we will provide you the following assistance:

- Initial training, some of which may take place at the Lodging Facility and some of which may take place at our office in Coral Springs, Florida (Membership Agreement, Section 3.2);
- Provide you a copy of the Brand Manuals, if any (with periodic revisions as required), which may be provided in an electronic medium, including by download from our website. (Membership Agreement, Section 3.3);
- If a Lodging Facility has not yet been constructed on the property, review and approve your preliminary and final design development drawings for compliance with Brand Standards before the commencement of construction. If we do not approve of the design development drawings we will provide reasonable recommendations for incorporation into the drawings (Membership Agreement, Section 5.1); and
- Provide you with a list of equipment, supplies, advertising materials, inventory and other products and services we require you to use to operate your Lodging Facility and a list of approved or recommended suppliers of these items (Membership Agreement, Section 5.7).

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

### **Post-Opening Assistance**

During the operation of your Lodging Facility, we will:

- Provide you with access to the exclusive brand-designated CRS (Membership Agreement, Section 3.1);
- To the extent we consider appropriate or reasonably necessary, assist you in promoting your Lodging Facility, including providing sales support, and refresher, advanced or additional training programs and seminars at locations designated by us, which may be at your Lodging Facility, at our office in Coral Springs, Florida, at the Brand Conference, remotely (by telephone, webinar or otherwise), or at another location or any combination of these locations. We may designate attendance at these programs and seminars as optional or required (Membership Agreement, Section 3.4);
- Convene a brand conference (no less frequently than every 18 months) at which Brand Members may gather to network, participate in educational seminars, and vote on Brand-related initiatives (the "Brand Conference") (Membership Agreement, Section 3.5);
- Maintain, operate and administer a Marketing Program (Membership Agreement, Section 4.1);

- License to you the domain name for your Lodging Facility and establish and host three email addresses for your Lodging Facility (Membership Agreement, Section 4.4);
- Provide you with a webpage on the Brand Websites (defined below) that represents your Lodging Facility (Membership Agreement, Section 4.4); and
- Provide you with our mandatory Vantage Competitive Intelligence Program. Currently, the fee for this program is included in the monthly Revenue Support Fee (Membership Agreement, Section 6.1.f).

### **Site Selection and Lease**

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

### **Marketing and Advertising**

#### Marketing Program

The "Marketing Program" is a special program created by our parent, Vantage Hospitality, for the benefit of brand members of all of the Vantage Hotels brands. You will pay us a non-refundable monthly Marketing Fee equal to the product of \$22 times the number of Guest Rooms. This fee may be periodically increased upon the affirmative vote of at least 60% of the Voting Members; however, we may increase any of our fees by the most recently published CPI, without the approval of the Voting Members. Marketing Fees will be paid by Lexington Brand Members and company-owned units (if any) on the same basis. All Lexington Brand Members are required to contribute at the same rate. Brand members of other Vantage Hotels brands contribute at different rates.

Our affiliates or we have the exclusive right to maintain, operate, and administer the Marketing Program, but we operate with the input of the Upscale Group Advisory Board (defined below), as well as the input of an advisory board and advertising counsel comprised of brand members from certain other Vantage Hotels brands, which will include conducting advertising, public relations, and promotional activities that we consider beneficial to the Vantage Hotels brands and brand members of all Vantage Hotels brands (including, conducting advertising campaigns; creating and maintaining a website or sites, or related strategies; administering regional and multi-regional marketing and advertising programs, including, purchasing trade journal, and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; administering online advertising and marketing campaigns, including search engine, social media, email, and display ad campaigns; developing and maintaining application software designed to run on computers and similar devices, including tablets, smartphones and other mobile devices, as well as any other evolutions or "next generations" of any such devices; administering a guest rewards program and/or a loyalty program or implementing other marketing programs designed to encourage the patronage of lodging facilities of all Vantage Hotels brands; conducting test marketing, marketing surveys and public relations activities; preparing marketing materials; participating in travel industry trade shows; operating a tour and travel department, including group sales, foreign independent travel, consortia, and merchant programs; and such other use as we deem appropriate). We may use the services of an affiliated marketing agency to create advertising and promotional programs and purchase media; however, charges to us for such services will be at least as favorable as terms available from arms'-length agencies. We may make, or refrain from making, any expenditures for marketing and promotional activities. We may allocate all or any portion of the marketing contributions from Brand Members and other Vantage Hotels brand

members to support one brand, a select group of brands, or all of the brands within the Vantage Hotels brand family. We may use Marketing Fees to solicit new franchise sales.

In any calendar year, we may spend more or less than that year's marketing contributions made by Brand Members to the Marketing Program. Any amounts not spent will be carried over to the next calendar year. Our affiliates and we exclusively control the concepts and materials and all other matters relating to advertising, public relations, marketing, market research, and promotional campaigns. However, we may spend your Marketing Fees only for the purposes authorized in your Membership Agreement. Your Marketing Fees are intended to maximize general public and industry recognition and acceptance of the Vantage Hotels family of brands as a whole. In administering the Marketing Program, we need not (i) make expenditures of contributions from members of the Lexington brand benefit Lexington Brand Members directly, (ii) make expenditures for you that are equivalent or proportionate to your Marketing Fees, or (iii) ensure that you benefit directly or pro rata from advertising or promotions conducted in connection with the Marketing Fees. We are not required to spend any amount on advertising in the area or territory where your Lodging Facility is located or from which its business is sourced. With respect to maintaining, operating, or administering the Marketing Program, neither we nor any affiliate is a trustee or fiduciary and assume no other direct or indirect liability or obligation to you.

The Marketing Program is not independently audited; however, a report of the operations of the Marketing Program is prepared every year, at the expense of the Marketing Program, and is made available to Brand Members on request. We are not obligated to provide you with a periodic (or other) accounting of how advertising or Marketing Fees are spent.

During the fiscal year ended December 31, 2015, we contributed approximately 35% of the funds used in the Marketing Program, and will not seek repayment of such contributions. The allocation of most of the funds used in the Marketing Program was approved by the Upscale Group Advisory Board and the boards of the other Vantage Hotels brands. Pursuant to that approval, in the fiscal year ended December 31, 2015, 22% of the Marketing Program's budget was spent on the production of advertisements and other promotional materials (including research and development); 59% was spent on media placement (including online media, search engine optimization and search engine marketing, as well as research and development); 10% was spent on administrative expenses (including research and development); and 9% (including the significant portion that did not come from Brand Members) was directed to new franchisee development.

The Marketing Fees may be used to pay the reasonable salaries and benefits of personnel who manage and administer the Marketing Program, the Marketing Program's other administrative costs, travel expenses of personnel while they are on Marketing Program business, meeting costs, overhead relating to Marketing Program business, and other expenses that we incur in activities reasonably related to administering or directing the Marketing Program, including, conducting market research; public relations; preparing advertising, promotion and marketing materials; and collecting and accounting for Marketing Fees contributions. We do not and will not use the Marketing Fees for our general corporate overhead, salaries of personnel not related to the Marketing Program, nor our general administrative expenses.

At any time, we may stop collecting Marketing Fees and terminate the Marketing Program. If we do so, we will not disburse the remaining funds, if any.

## Advisory Board

One of the hallmarks of our brand is that Brand Members have a significant say in many issues, which we refer to as "A Voice and A Vote®." Members participate primarily through two different avenues: membership voting at the Brand Conference; and participation in the Upscale Group Advisory Board (described below), most of whose members are elected by the brand members participating at the Brand Conference. New initiatives and significant changes to certain Brand Standards or fees require the approval of at least 60% of the Lexington membership voting in person.

The Lexington brand members, Jameson Inn brand members and 3 Palms brand members participate in a combined advertising council and advisory board called the "Upscale Group Advisory Board." The Upscale Group Advisory Board consists of 14 members, comprised as follows: seven representatives of the Lexington brand; two representatives of the Jameson brand; one representative of the 3 Palms brand; one representative of the Preferred Vendors; and three corporate representatives (including one marketing department representative; the Group President of the Upscale Group; and the Director of Upscale Brands). Representatives of the brands will serve for two-year terms (after a transition period through 2018 to provide for staggered terms). The Vendor representative will serve for a one-year term and the corporate representatives will serve indefinite terms. To run for election for the Upscale Group Advisory Board, a Brand Member must not be in default of its membership agreement.

The current Upscale Group Advisory Board brand member representatives will serve until 2017, at which time all interested Brand Members who are not in default of their agreements will be invited to run for election to one of four two-year terms or one of three one-year terms to be voted on by all Brand Members voting in person at the December 2017 Brand Conference.

We may change, dissolve or merge the Upscale Group Advisory Board, or form other boards or councils.

## Local Marketing

You must have a local marketing plan. We strongly encourage you to spend at least 4-5% of your Gross Rooms Revenue on local marketing, although we currently do not have a minimum requirement for that expenditure. You must provide us, for our approval, all materials to be used for local marketing (and all other advertising and promotional materials), unless we have already approved them or they consist solely of materials provided by us. We will attempt to review these materials within 10 business days from when we receive them. If you do not receive written approval within those 10 business days, the submitted materials are considered disapproved. All materials on which our Proprietary Marks are used must include the applicable designation of service mark or other designation as we may specify. We may notify you to withdraw or discontinue the use of any promotional materials or advertising materials, even if they were previously approved.

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

## Internet Marketing

We retain the sole right to advertise on the internet, create or operate a website or sites, and use the Proprietary Marks as part of any domain name, with respect to any aspect of our Brand or your Lodging Facility (including the use of the Proprietary Marks). However, you will develop and maintain a website for the Lodging Facility (separate and apart from the webpage on the Brand Websites described below) and may promote the Lodging Facility through social media (including Facebook®, YouTube®, Instagram®, Twitter® and Pinterest®), and you must comply with our website and internet policies then in effect. Currently, this includes a requirement that you exclusively use our booking engine on your website; we will provide the booking engine to you at no additional cost (other than normal booking fees charged by third parties). We will license to you the domain name for your Lodging Facility and will establish and host three email addresses for your Lodging Facility. You may not use any other email addresses in the operation of your Lodging Facility. We will provide the email addresses to you at no additional cost during the first year of operation of your Lodging Facility; however, we may charge a reasonable fee beginning with your second year of operation as a Lexington-branded Lodging Facility. Our affiliates or we exclusively own all rights in such domain names. You unconditionally disclaim any ownership interests in those domain names and any domain names that may be confusingly similar. You may not register any domain name in any class or category that contains the words "Lexington," "Vantage" or any abbreviation, acronym or variation of such words.

We have established a website to advertise, market and promote the Brand and Lexington-branded lodging facilities as well as a "family" website to advertise, market and promote, collectively, all of the Vantage Hotels (jointly, the "Brand Websites"). We will provide you with a webpage on the Brand Websites that represents your Lodging Facility. You must: (i) provide us the information and materials we request to develop, update, and modify your webpage; and (ii) notify us whenever any information on your webpage is not accurate. We will own all intellectual property and other rights in the Brand Websites, including your webpage, and all information they contain (including, the domain name or URL for your webpage, the log of "hits" by visitors, and any personal or business data that visitors supply). We periodically may update and modify the Brand Websites (including your webpage). We have final approval rights over all information on the Brand Websites (including your webpage). We will maintain your webpage on the Brand Websites as long as you are in full compliance with the Membership Agreement and all Brand Standards we implement (including, those relating to the Brand Websites). Without our prior consent, you will not develop, establish, operate, own, license, use or participate in a website on which the Proprietary Marks appear or otherwise use any of the Proprietary Marks on or in connection with the internet, including (a) in domain names (including top level or country code domain names and folder extensions in domain names), (b) in metatags in your website, (c) in social media user names, (d) by publishing, linking or deeplinking to any of our websites in connection with social media websites, (e) in sponsored advertising programs, or (f) in any pay-per-click or similar advertising.

## Lexington Rewards Program and Vantage Rewards Program

In addition to participating in our points-based loyalty program, referred to as "Lexington Rewards," all Brand Members must participate in our guest rewards program known as "Vantage Rewards." When known as the Value Club, the Vantage Rewards program was specific to the Americas Best Value Inn and Canadas Best Value Inn brands but now applies to all lodging facilities within the Vantage Hotels family. Guests that have enrolled in both programs have the option of earning points that can be redeemed for free hotel stays, airline

miles and purchases from online retailers (under the Lexington Rewards program), or receiving a 15% discount off the best available rate, a late checkout and a complimentary room upgrade, subject to availability (under the Vantage Rewards program).

Although you generally are required to allocate at least 5% of your room inventory to the Lexington Rewards program and Vantage Rewards program combined, guests are advised that the discounted rate, late checkout and room upgrades under the Vantage Rewards program are provided only if available. Other than providing a 15% discount to guests and upgrading their rooms, there currently is no cost to you associated with the Vantage Rewards program.

In response to requests from Vantage Hotels brand members, and in response to growing consumer trends, we are considering adding an opportunity for Vantage Rewards participants to earn points towards future stays at all Vantage Hotels. If a points-based component is added to the Vantage Rewards program, the Lexington Rewards program will be discontinued. At that time, guests would have the opportunity of either receiving an instant discount of 15% off the best available rate, or earning points towards a future stay, but would not be eligible for both. Although we have not yet determined the cost to Brand Members if we add a points-based component to the Vantage Rewards program, we currently anticipate that you will pay us approximately 7% of the Gross Rooms Revenue associated with a reservation for which the guest earned points, and we will pay you approximately 85% of the then-applicable best available rate when a guest redeems points for a stay at your Lodging Facility.

## **Computer Systems**

Before commencing operation of your Lodging Facility, you must ensure that a PMS is installed at your Lodging Facility in compliance with the specifications described in the Brand Manuals or otherwise in writing, that it is fully operational, and that your staff is properly trained in its use. We periodically may revise the specifications and we may require you to use our designated suppliers.

You must make periodic upgrades and updates to the PMS that we require, including establishing interfaces to new programs that may become Brand Standards in the future. There are no contractual limitations on the frequency and cost of this requirement. We do not have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system.

We do not currently have any specific hardware requirements. We do not mandate a specific PMS, but your PMS must be acquired from a vendor on our preferred vendor list and it must be internet or cloud-based. Your PMS must at a minimum allow you to book reservations, perform check-in and check-out functions, manage rates and inventory availability, support group bookings, collect guest history and CRM information, automate front desk and operational accounting and record keeping, and have reporting and analysis capabilities. In addition, it must have a full two-way direct interface with our CRS (currently SynXis, by Sabre), which you must use to transmit to the CRS all guest reservation information pertaining to reservations that were not processed through the CRS (e.g., walk-ins and other hotel-direct bookings). The PMS also must interface with our loyalty program (currently provided by VOILÀ Hotel Rewards from Hospitality Marketing Concepts) and/or any guest rewards program we offer, if applicable, and we may require additional interfaces in the future.

Notwithstanding our requirement for a full two-way interface with our CRS, we previously approved some PMS systems offered by our preferred vendors that do not presently have such

full two-way interfaces available. However, those preferred vendors have advised us that the required full two-way interface is in development. If you select one of those PMS systems, you must upgrade to their full two-way interface when it becomes available and, in the interim, you must use your best efforts to otherwise provide the required information to the CRS.

Presently, the following preferred vendors provide web or cloud-based systems with full two-way direct interfaces to the CRS: Sabre Hospitality Solutions and SkyTouch. The following preferred vendors offer web or cloud-based systems that presently do not include the required full two-way interface but that you may use subject to the provisions in the preceding paragraph: Auto Clerk (MyHms); RoomKey by RSI Group; and Anand Systems (ASI Front Desk or ASI Cloud). If you wish to use a PMS system other than any of these, you may request our approval. If we approve another PMS at your request, you will be responsible for the cost of developing any required interfaces.

The estimated cost of PMS software varies and is often dependent on the number of rooms at your Lodging Facility, but it is expected to range from \$450/month to \$685/month for a 100-room lodging facility, plus one-time fees (for implementation, training, interfacing with our CRS or otherwise) of up to \$5,000. More elaborate features (which we do not require but that you may select for other reasons) could cost significantly more.

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

### **Time between Signing Your Membership Agreement and Opening the Lodging Facility**

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

### **Brand Manuals**

You will have the opportunity to view the Brand Manuals, if any, before buying a franchise.

### **Training**

Brand Members are expected to be experienced hotel operators or to have retained an experienced, professional hotel management company. While we do not impose any specific



training requirement on you prior to opening your Lodging Facility, we will work with you to familiarize yourself with our brand's culture and resources and our CRS. Brand Members are invited to spend time with key operations personnel at our corporate office prior to, or shortly after, opening, at no additional cost (other than travel, accommodations and incidentals). If any of the brand introduction is held at your Lodging Facility you must provide accommodations for our personnel, at your cost.

In addition, the following training (some of which is mandatory) is provided concurrently with or shortly after opening.

#### Lexington 3D Service Program

Brand Members have determined that although each Lexington-branded lodging facility is unique, the common attribute that guests are encouraged to expect and recognize in all Lexington properties is superior and thoughtful customer service. To meet that expectation, Vantage Hospitality has developed a proprietary guest relations program known as the Lexington 3D Service Program (which is known to the public as "Our Guests Come First"). The "3Ds" stand for Discover, Deliver, and Delight. Participation in this Brand Member-authorized program is mandatory.

Training for the Lexington 3D Service Program is held at your Lodging Facility and typically takes place contemporaneously with, or shortly after, opening. All hotel personnel that have the potential for guest contact are required to complete designated parts of this training program. Enhanced training must be completed by managers and specified personnel who will become the property's point person and trainer for the program at that hotel (known as "Service Champions"). Although hotel personnel and Service Champions are required to attend and complete training, we do not require that such training be completed to our satisfaction. You are responsible for all expenses your trainees incur in connection with this training, and you must provide accommodations for our trainers, at your cost.

Compliance with the 3D Service Program is evaluated as part of each Brand Member's QA Inspection, and two points are deducted for each deficiency (deficiencies include the failure to provide training documentation for every applicable employee who has worked at the property for more than 30 days). We will provide you with an action plan to remedy each deficiency. If we have deducted at least six points from your QA Score in connection with the 3D Service Program and you fail to cure the deficiencies under the action plan within 30 days, your staff will require retraining in the program, at a cost to you of our then-current retraining fee (currently, \$1,500) plus the travel expenses and accommodations of our trainers. It is possible that sufficient points will be deducted from your QA Score that, when added with other points deducted for unrelated issues, your Lodging Facility will fail its QA Inspection. If this failure is left uncured, it could result in termination of your membership.

The following table summarizes the initial 3D training schedule, subjects, and location of training.

**TRAINING PROGRAM**  
**("Lexington 3D Service Program")**

| SUBJECT                                  | HOURS OF CLASSROOM TRAINING | HOURS OF ON-THE-JOB TRAINING | LOCATION WHERE TRAINING HELD |
|------------------------------------------|-----------------------------|------------------------------|------------------------------|
| 3D Service Orientation <sup>1</sup>      | 2.5 hours                   | N/A                          | Your Lodging Facility        |
| 3D Service Skills Lite <sup>2</sup>      | 5 hours                     | N/A                          | Your Lodging Facility        |
| 3D Service Skills Intensive <sup>3</sup> | 5 hours                     | N/A                          | Your Lodging Facility        |
| 3D Leadership Training <sup>4</sup>      | 2.5 hours                   | N/A                          | Your Lodging Facility        |
| Train-the-Trainer <sup>5</sup>           | 2 hours                     | N/A                          | Your Lodging Facility        |
| TOTAL                                    | 17 hours                    | N/A                          | Your Lodging Facility        |

<sup>1</sup> All staff must complete this portion of the training program.

<sup>2</sup> All staff must complete this portion of the training program.

<sup>3</sup> Only staff with high guest interaction, department heads, supervisors, managers and Service Champions are required to complete this portion of the training program.

<sup>4</sup> Only department heads, supervisors, managers and Service Champions are required to complete this portion of the training program.

<sup>5</sup> Only Service Champions are required to complete this portion of the training program.

Lexington 3D Service training is led by Mark Rode who has 8 years of experience with Vantage Hospitality, 8 years of experience with the Lexington Brand and over 21 years of experience in the subjects taught. Mr. Rode has been designated a Certified Hotel Administrator and Certified Lodging Manager by AHLEI. Our proprietary Lexington 3D Service Manuals, handouts, videos, and role playing serve as the basis for instruction.

#### TACS Training

Other training that will occur early in your relationship with our brand is provided by Dell/TACS. Training in this travel agency commission settlement system, which also is the mechanism by which all booking fees are processed, is conducted by the travel agency commission ("TACS") personnel online and by telephone and typically occurs shortly after opening. There is no fee for this training and it is not mandatory, but is strongly recommended, as it will facilitate your staff's ability to review booking fees and commissions, resolve disputes in a timely manner, and generally understand this mandatory settlement process. Training should take less than one hour, depending on your staff's experience and understanding.

#### Additional or Refresher Training

Contemporaneously with, or shortly after, opening, we also provide non-mandatory training in the CRS (which is provided by webinar and telephone). Initial training in accessing the CRS often is provided by our Implementation Manager, as part of his on-site implementation

process. The duration and details of this training may depend, in part, on your PMS and its connectivity to our CRS.

Ongoing training and support is provided by Laura Crawford who has 14 years of experience with Vantage Hospitality, 9 years of experience with the Lexington brand and over 21 years of experience in the subjects taught. Ms. Crawford has been designated a Certified Lodging Manager by AHLEI, holds a Certificate in Hospitality Management Marketing from Cornell University's School of Hotel Administration, and has been designated as a Certified Revenue Management Executive (CRME) by the Hospitality Sales and Marketing Association (HSMIA).

We may provide other refresher, advanced or additional training programs and seminars at locations designated by us, which may be at your Lodging Facility, at our office in Coral Springs, Florida, remotely (by telephone, webinar or otherwise), or at another location or any combination of these locations. We may designate attendance at these programs and seminars as optional or required. If any such training program or seminar is held at your Lodging Facility you must provide accommodations for our personnel, at your cost.

#### Vantage Academy

Throughout their relationship with the brand, Brand Members have the opportunity to participate in optional training provided by Vantage Hospitality's educational program known as Vantage Academy, at no additional charge. Vantage Academy sessions are currently offered approximately 25 times a year at various locations throughout North America, as well as at the Brand Conference. Vantage Academy's curriculum changes year to year and reflects feedback from previous attendees and our assessment of important issues facing members of the Lexington brand and other Vantage brands. For example, at the request of brand members of all Vantage Hotels brands in 2015, each Vantage Academy session in 2016 will include a "town hall" session at which brand members are asked to pose questions directly to Roger Bloss, Bernie Moyle, Jordan Langlois, and all other senior executives, and are invited to share their ideas for the betterment of all Vantage Hotels brands.

For all Vantage Academy sessions, you must pay your expenses and each trainee's other expenses, including travel, lodging, and meal expenses, other than lunch during the educational sessions, which is provided by Vantage Hospitality.

Regional Vantage Academy sessions are conducted by Vantage Hospitality's Vice President of Human Resources and Training, Rita Weber, who also supervises Vantage Academy sessions at the Brand Conference and facilitates the AHLEI certification program. Ms. Weber has been designated a Certified Hospitality Trainer by AHLEI, holds their Certified Hotel Administrator ("CHA") designation, and has 6 years of experience with Vantage Hospitality and over 31 years of experience in the subjects taught. Members of the Sales Support & Assurance Program team often assist Ms. Weber depending on the region and the input from Members prior to the training session, and outside speakers may be invited as the topics warrant. Training material consists primarily of proprietary written material developed from industry sources, including handouts. Sessions may include videos, role playing and other interactive tools.

### AHLEI Certification

You must have a general manager who has earned the CHA designation from AHLEI. We also may accept CHO (Certified Hotel Owner, granted by the Asian American Hotel Owners Association), upon request.

Brand Members and general managers are offered the opportunity to take the CHA test at Vantage Hospitality's Brand Conference. To facilitate this, Vantage Hospitality hires an AHLEI proctor, who conducts a four-hour review session one morning during the Brand Conference. The exam is administered that afternoon, and results are available before the conclusion of the conference. If a Brand Member or general manager passes the test at the Brand Conference, Vantage Hospitality will pay AHLEI's certification fee (currently \$475.60); if the Brand Member or general manager does not pass at that administration, Vantage Hospitality will pay one half of the certification fee and the Brand Member will be billed for the other half.

### Director of Sales Training

By the time you open for business as a Lexington Inn or Lexington Hotel, your director of sales must have satisfactorily completed a sales training program acceptable to us (which may include sales training under another brand's system) or otherwise must have demonstrated to us a sufficient level of experience and skill. While Brand Members have declined to authorize one specific training program, an acceptable program typically includes: a pre-training conference call (1-2 hours); a three-day session at your Lodging Facility (21 hours); and a follow-up conference call (1 hour) 30 days after on-site training. You are responsible for the costs of these training programs. The cost for these training programs varies, but generally includes the costs of the trainer's travel and accommodations. An example of a currently acceptable sales training program is My Hospitality Sales Pro, the fee for which is \$1,750 plus the cost of the trainer's travel and accommodations. A vacancy in the director of sales position must be filled within a reasonable time period (expected to be no more than 60 days) and any replacement director of sales will be subject to the same training requirement described above.

## **ITEM 12. TERRITORY**

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

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

### **Your Rights Within Your Territory**

You will not receive an exclusive territory. You may face competition from other Brand Members, from outlets that we own, or from channels of distribution or competitive brands we control. We may grant Brand Membership to other persons to operate other licensed units that are in close proximity to your Lodging Facility. However, if the potential new Brand Member's lodging facility is located within a three-mile radius of your Lodging Facility, we will provide you with a courtesy notice and a reasonable opportunity (but no more than five days) to submit a written statement explaining the negative market impact that you believe the potential new Brand Member may have on your business. If we do not agree with your statement, you may request immediate review by a panel of Brand Members (one of whom will be selected by you, one of whom will be selected by us, and the third of whom will be selected by the other panel members). The panel will promptly issue its opinion of the market impact, which opinion will be

considered persuasive (but will not be binding). You and we agree to act in good faith to reach a fair and amicable resolution of any of these matters within 5 days (or such other timeframe as deemed necessary by us to protect the Lexington brand) of when you submit your written statement explaining the anticipated negative market impact. The ultimate decision of whether to grant a new Brand Membership will be ours.

## **Our Rights**

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

- establish, develop, and license or franchise lodging facilities (including the Brand), located anywhere, regardless of how close such business operates to your Lodging Facility;
- sell, under any terms that we deem appropriate, products and services similar or identical to those authorized for your Lodging Facility, using the Proprietary Marks; and
- engage in all other activities not expressly prohibited by the Membership Agreement.

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

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

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

We also offer franchise businesses that sell products and services similar to your Lodging Facility under the trademarks Jameson Inn, Country Hearth Inn, Americas Best Value Inn and Signature Inn, each under a separate franchise disclosure document. Further, we provide brand management and related services to licensees of the America's Best Inns & Suites brand and the 3 Palms Hotels & Resorts brand. Lodging facilities operating under such other trademarks may solicit or accept reservations from guests residing in your local market. We do not maintain separate offices or training facilities for each brand.

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

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

the brand members will bring their dispute before representatives of the applicable advisory board or advisory boards for a recommended resolution. If the brand members and we do not agree to the recommended resolution to the dispute between the brand members, then the brand members will need to resolve the dispute between them without further intervention from us.

Vantage Hospitality offered a hotel brand affiliation model under the Lexington brand from 2005 through mid-November 2013, and under its Americas Best Value Inn brand from 1999 through early March 2015. VHM has owned lodging facilities within the Americas Best Value Inn brand, as well as other brands and has managed or is currently managing independent lodging facilities as well as lodging facilities under the Americas Best Value Inn and other hotel brands, since 1996. Our affiliate, Cruise Inn Membership, LLC, which shares our principal business address, offers membership affiliation under its Cruise Inns RV Park brand to owners of RV parks, campgrounds and others in the outdoor hospitality industry.

### ITEM 13. TRADEMARKS

#### Principal Trademarks

Under your Membership Agreement, we grant you the non-exclusive right to operate your Lodging Facility under the trademarks displayed below. You may not use the Vantage, Lexington, or similar names in your corporate name, however, nor in any internet domain or social media site. These are the principal trademarks used to identify your Lodging Facility and are owned by either Vantage Hospitality or TESI. We are authorized to use and to sublicense the use of the Proprietary Marks. All rights in and goodwill from the use of the Proprietary Marks accrue to us and our affiliates. The following tables summarize the pertinent information concerning our principal trademarks for which you are granted a license under your Membership Agreement.

| TRADEMARKS REGISTERED ON THE U.S. PATENT AND TRADEMARK OFFICE'S<br>PRINCIPAL REGISTER |                        |                     |                      |
|---------------------------------------------------------------------------------------|------------------------|---------------------|----------------------|
| TRADEMARK                                                                             | OWNER                  | REGISTRATION<br>NO. | REGISTRATION<br>DATE |
| LEXINGTON (Class 42)                                                                  | Vantage<br>Hospitality | 2,212,584           | 12/22/1998           |
| A SUITE FOR THE PRICE OF A<br>ROOM                                                    | Vantage<br>Hospitality | 1,309,495           | 12/11/1984           |
| WE'VE GOT YOU COVERED                                                                 | TESI                   | 3,091,362           | 5/9/2006             |
| YOU DESERVE IT                                                                        | TESI                   | 3,341,923           | 11/20/2007           |
|    | Vantage<br>Hospitality | 4,496,892           | 3/18/2014            |
| LEXINGTON REWARDS                                                                     | Vantage<br>Hospitality | 4,525,828           | 5/6/2014             |
|    | Vantage<br>Hospitality | 4,525,829           | 5/6/2014             |

For each registration noted above, Vantage Hospitality or TESI has filed all required affidavits and has applied for or obtained any required renewals.

“Proprietary Marks” means each of the trademarks and service marks listed in the table above, and all other trademarks, service marks, trade names, logos, and commercial symbols that we authorize for Lexington Inns and Lexington Hotels.

### **Currently Effective Trademark Determinations**

Pursuant to a decision by the U.S. Trademark Trial and Appeal Board, certain of our LEXINGTON registrations are geographically restricted to cover the entire United States except for a defined area in New York, NY. There are no other currently-effective material determinations of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; pending infringement, opposition or cancellation proceedings; or pending material litigation involving the principal marks.

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

There are no agreements that significantly limit our right to use or license the use of our principal marks in a manner material to you, other than as follows:

In April 2009, Vantage Hospitality entered into a Settlement and Coexistence Agreement with the then-owner of the hotel known at the time as the Radisson Lexington Hotel, which is located at 511 Lexington Avenue, New York, New York. The hotel currently is known as The Lexington New York City. Pursuant to that agreement, there are certain perpetual geographic restrictions on Vantage Hospitality’s (and, as a result, our) ability to use the Lexington name in designated areas in Manhattan and around the New York metropolitan airports.

We entered into a license agreement with Vantage Hospitality on September 10, 2012, which was subsequently amended on January 12, 2015, under which they granted us the right to use and sublicense the principal trademarks and other intellectual property they own that are used by us and sublicensed to Brand Members. The license agreement includes a sublicense of the principal trademarks owned by TESI, which Vantage Hospitality has the right to sublicense under a license agreement with TESI dated July 11, 2006. Our license agreement with Vantage Hospitality is for a perpetual duration, subject to termination by Vantage Hospitality for cause. This agreement does not significantly limit our right to use or license the use of our principal marks in a manner material to you. In the event that the license is terminated for any reason while you are a Brand Member, your Membership Agreement with us will be assumed by Vantage Hospitality.

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

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

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

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

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

Except as described above, we have no actual knowledge of superior prior rights or infringing uses that could materially affect your use of the principal marks in any state.

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

No patents are material to the franchise.

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

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

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

You must maintain the confidentiality of the Brand Manuals, as well as all knowledge, know-how, technologies, techniques and other proprietary information that we reveal to you as being confidential and treat this information as trade secrets. You must strictly limit access to the Confidential Information to your employees who have a "need to know" in order to perform their jobs. All persons to whom you grant access to the Brand Manuals or any other Confidential Information must be required to comply with the confidentiality provisions of your Membership Agreement. We may require you to have your employees and contractors execute individual undertakings and will have the right to regulate the form of and to be a party to or third-party beneficiary under any such agreements with independent enforcement rights. You may use our Proprietary Property only in connection with operating your Lodging Facility under your Membership Agreement.

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



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

The owners of the franchise are not required to participate in the actual operation of the Lodging Facility. If you are an individual, we do not make a recommendation that you personally participate. You must at all times employ a general manager (who has earned the Certified Hotel Administrator designation from AHLEI), and a full-time director of sales, each of whom must be dedicated solely to the Lodging Facility. The general manager must complete the Lexington 3D Service Program, and must devote, on a full-time basis, his or her best efforts to managing and operating the Lodging Facility. The general manager must execute an individual undertaking, in a form approved by us, agreeing to protect the Confidential Information from unauthorized use, access or disclosure, and to use the Confidential Information only in the operation of the Lodging Facility. Neither the general manager nor the director of sales is required to have an ownership interest in the Brand Member. The general manager and the director of sales must be in place prior to the Lodging Facility opening as a Lexington-branded Lodging Facility.

If you are a corporation, partnership, limited liability company, or other legal entity, any person with a 20% or greater legal or beneficial ownership interest (which may be persons who hold title in the ownership interests, or persons who do not hold title in the ownership interests but enjoy equitable rights) in you must sign the Guaranty and Assumption of Obligations attached as Exhibit A to the Membership Agreement guaranteeing the performance of all of your obligations under the Membership Agreement. The spouse of any guarantor may also be required to consent in writing to his or her spouse's execution of the guaranty, which serves to bind the assets of the marital estate to the guarantor's performance of the Guaranty and Assumption of Obligations, if required in a state to bind the marital assets.

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

We do not restrict the customers to whom you sell goods and services. You must operate your Lodging Facility in conformity with the Brand Standards, including complying with the terms of all mandatory marketing, reservation, advertising, promotional, training and other operations programs we may periodically implement. You must use the Lodging Facility's premises solely for the operation of a Lexington-branded lodging facility. You may not provide any guest service or offer any product except as prescribed in the Brand Manuals or otherwise in writing, and you must offer all Brand-wide products, services and programs we establish or that we determine to be in the best interests of the Brand, including any guest rewards program, loyalty program and any guest relations program. Currently, you are required to participate in the Lexington Rewards program and the Vantage Rewards program, which are described in detail in Item 11. We have the right to change the types of products and services that we approve or authorize, so long as the products and services are compatible with the franchise system; and, if the change requires a capital improvement or significant expenditure, then the change must be approved by 60% of the Voting Members before it can be imposed.

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

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

| THE FRANCHISE RELATIONSHIP                        |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROVISION                                         | SECTION IN FRANCHISE AGREEMENT | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| a. Length of the franchise Term                   | Section 2.1                    | Initial term is 20 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| b. Renewal or extension of the term               | Section 2.2                    | If you satisfy the conditions in the Membership Agreement, you may obtain successor Membership Agreements for additional terms of 10 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| c. Requirements for franchisee to renew or extend | Section 2.2                    | Requirements to renew or extend the term of your Membership Agreement include: neither you nor we have provided the other with written notice, at least 90 days prior to the scheduled expiration date, of an intention not to renew the term; satisfy all monetary obligations to our affiliates and us; must not be in default of the Membership Agreement or any other agreement between you and us or our affiliates or any Third Party Agreement; at least 30 days prior to the scheduled expiration date, you sign a successor Membership Agreement, the terms of which may materially differ from the terms of your initial membership agreement (including increased Membership Fees, Marketing Fees and Conference Fees); you execute a general release; perform any required maintenance, refurbishment, renovation or upgrade of the Lodging Facility; and be lawfully entitled to occupy the property for the entire successor Term. |
| d. Termination by franchisee                      | Section 10.4                   | You may terminate your Membership Agreement for any reason or no reason effective as of the 3 <sup>rd</sup> , 6 <sup>th</sup> , 9 <sup>th</sup> , 12 <sup>th</sup> , 15 <sup>th</sup> and 18 <sup>th</sup> anniversaries (and the equivalent anniversaries of any renewal Term) of the Billing Start Date (each a "BSD3 Anniversary"). You must not be in default of your Membership Agreement as of the applicable BSD3 Anniversary and you must provide notice of your intention to terminate at least 90 days prior to the intended termination date.                                                                                                                                                                                                                                                                                                                                                                                         |
| e. Termination by Franchisor without cause        | Section 10.4                   | We may terminate your Membership Agreement for any reason or no reason effective as of any BSD3 Anniversary. We will provide notice of our intention to terminate at least 90 days prior to the intended termination date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| f. Termination by Franchisor with cause           | Sections 10.2 and 10.3         | We can terminate your Membership Agreement if you default.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## THE FRANCHISE RELATIONSHIP

| PROVISION                                              | SECTION IN FRANCHISE AGREEMENT | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| g. "Cause" defined-curable defaults                    | Section 10.2                   | <p>You will have 5 days (or less, if a governmental authority provides for a shorter cure period) to cure a serious or imminent threat or danger to public health or safety results from constructing, maintaining or operating the Lodging Facility.</p> <p>For any other defaults, you will receive a written notice of breach or default and will have 5 days to cure such default, unless a longer cure period was specified in the notice of default, other than for those reasons in Section 10.3 of your Membership Agreement for which no cure period is provided.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| h. "Cause" defined-non-curable defaults                | Sections 10.3                  | <p>Non-curable defaults include: failure to pay any amount due within 30 days of when such amount is due; you or any of your owners have made or make a material misrepresentation in obtaining the franchise or operating your Lodging Facility; abandoning your Lodging Facility for more than seven consecutive days or 14 days in any calendar year, or losing the right to occupy the property; you have forfeited the right to do business in the jurisdiction where the Lodging Facility is located; you or any of your officers, directors, owners or managers are convicted or please nolo contendere to a felony, crime of moral turpitude or other crime likely to have a material adverse effect on the Brand; you deny us the right to inspect the Lodging Facility or retrieve information from the PMS; you or any of your officers, directors, owners or managers engage in conduct that exhibits reckless disregard for the physical or mental well-being of employees, guests, our representatives or the public; excessive guest complaints; unauthorized transfer of your rights or the Membership Agreement; breach of confidentiality covenant; misuse or unauthorized use of the Proprietary Property; failure to procure the required insurance; three or more defaults within a 12 month period, or two or more defaults within a six month period; three or more guest complaints that have not been resolved to our satisfaction; bankruptcy; insolvency; appointment of a receiver; or default by you under any agreement with our affiliates or us, or with third parties that we require you to enter according to your Membership Agreement, after a prior notice and cure period.</p> |
| i. Franchisee's obligations on termination/non-renewal | Article 11                     | <p>Obligations include: ceasing operating business as a Lexington-branded lodging facility; removing Lexington signage and otherwise de-identifying your Lodging Facility; distinguishing future operations; paying amounts due to our affiliates, us and third parties; removing internet references; and ceasing use of and returning all tangible and intangible Proprietary Property in your possession or control.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| j. Assignment of contract by Franchisor                | Section 9.1                    | No restrictions on our right to assign.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## THE FRANCHISE RELATIONSHIP

| PROVISION                                                               | SECTION IN FRANCHISE AGREEMENT | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| k. "Transfer" by franchisee-defined                                     | Section 9.2                    | The term "transfer" refers to any sale, assignment, conveyance, or other disposition of—whether voluntarily, involuntarily, directly or indirectly, by operation of law (including transfers upon death) or otherwise—any direct or indirect interest in your Membership Agreement, 33% or more of the ownership or voting interests in you or your owners (if you are, or your owners if such owners are, legal entities), or a material portion of your assets, without our prior written consent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| l. Franchisor's approval of transfer by franchisee                      | Section 9.2                    | We have the right to approve all transfers. However, we will not unreasonably withhold our consent to a proposed transfer if all of the conditions in Section 9.2 of your Membership Agreement are met.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| m. Conditions for Franchisor approval of transfer                       | Section 9.2                    | Conditions include: all your accrued monetary obligations and other obligations to our affiliates and us have been satisfied; you are not in default of the Membership Agreement or any other agreement between you and us, our affiliates or any Third Party Agreement; you have executed a general release; at our option, transferee assumes all your obligations pursuant to an assignment and assumption agreement or signs our then standard form of membership agreement (the terms of which may significantly differ from the terms of your Membership Agreement—including increased Membership Fees, Marketing Fees and Conference Fees); transferee or transferor pays us a transfer fee in the amount of 50% of the then-applicable initial fee for new Brand Members; transferee satisfactorily completes our application procedures and meets our criteria for new Brand Members in effect at the time; transferee agrees to perform required maintenance, refurbishment, renovations and upgrades of the Lodging Facility; transferee has assumed all obligations in connection with the Lodging Facility, including the lease; the landlord has agreed to the transfer of the lease or sublease of the property; if your owners or you finance any part of the purchase price, your owners or you agree to subordinate transferee's obligations owed to you to the transferee's obligations to us and our affiliates; you and your owners cease all use of the Proprietary Marks, do not identify yourselves as a current or former Lodging Facility or otherwise suggest an association with us; and transferee and you timely satisfy any other conditions we reasonably impose. |
| n. Franchisor's right of first refusal to acquire franchisee's business | None                           | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| o. Franchisor's option to purchase franchisee's business                | None                           | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| p. Death or disability of franchisee                                    | Section 9.2                    | Any transfers occurring upon your death will be considered a "transfer" of your Membership Agreement and will be subject to the conditions to transfer in section m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## THE FRANCHISE RELATIONSHIP

| PROVISION                                                                 | SECTION IN FRANCHISE AGREEMENT | SUMMARY                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| q. Non-competition covenants during the term of the franchise             | None                           | Not Applicable                                                                                                                                                                                                                                     |
| r. Non-competition covenants after the franchise is terminated or expires | None                           | Not Applicable                                                                                                                                                                                                                                     |
| s. Modification of the agreement                                          | Sections 8.2, 13.4 and 13.5    | No modifications unless signed by the party against whom enforcement is sought, but we may unilaterally revise our Brand Standards and you will be bound by such modifications.                                                                    |
| t. Integration/merger clause                                              | Section 13.18                  | Only the terms of the Membership Agreement (together with its schedules and exhibits) are binding (subject to state law). Any representations or promises outside of this disclosure document and the Membership Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation                         | Sections 13.11 and 13.12       | We and you must arbitrate all disputes at a location within a 50 mile radius of our then current principal place of business (currently, Coral Springs, Florida).                                                                                  |
| v. Choice of forum                                                        | Section 13.10 and 13.11        | Litigation and arbitration must be brought in any court of competent jurisdiction in Broward County, Florida (subject to applicable state law). However, we may seek injunctive relief in any jurisdiction that has jurisdiction over you.         |
| w. Choice of law                                                          | Section 13.10                  | Except to the extent the Lanham Act or Federal Arbitration Act governs, Florida law applies (subject to applicable state law).                                                                                                                     |

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

## ITEM 18. PUBLIC FIGURES

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

## ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised lodging facilities. 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 Lexington-branded lodging facility, however, we may provide you with the actual records of that property. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Chief Legal Officer, Judith A. Jarvis, at Vantage Franchising, Inc., 3300 N. University Drive, Suite 500, Coral Springs, Florida 33065, 954-575-2668, or legal@vantagehospitality.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1  
SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2013 TO 2015<sup>1</sup>**

| Outlet Type               | Year        | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---------------------------|-------------|----------------------------------|--------------------------------|------------|
| Franchises <sup>2,3</sup> | 2013        | 0                                | 0                              | 0          |
|                           | 2014        | 0                                | 2                              | +2         |
|                           | 2015        | 2                                | 5                              | +3         |
| Company-Owned             | 2013        | 0                                | 0                              | 0          |
|                           | 2014        | 0                                | 0                              | 0          |
|                           | 2015        | 0                                | 1                              | +1         |
| <b>Total Outlets</b>      | <b>2013</b> | 0                                | 0                              | 0          |
|                           | <b>2014</b> | 0                                | 2                              | +2         |
|                           | <b>2015</b> | 2                                | 6                              | +4         |

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

<sup>2</sup> We began offering franchises in December 2013 but did not sell any until 2014.

<sup>3</sup> As of December 31, 2015, there also were 19 lodging facilities operating that became affiliated with the Lexington brand through Vantage Hospitality's prior membership model.

**TABLE NO. 2  
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN  
VANTAGE HOSPITALITY OR FRANCHISOR)  
FOR THE YEARS 2013 TO 2015<sup>1</sup>**

| State                | Year        | Number of Transfers |
|----------------------|-------------|---------------------|
| All states           | 2013        | 0                   |
|                      | 2014        | 0                   |
|                      | 2015        | 0                   |
| <b>Total Outlets</b> | <b>2013</b> | <b>0</b>            |
|                      | <b>2014</b> | <b>0</b>            |
|                      | <b>2015</b> | <b>0</b>            |

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

**TABLE NO. 3**  
**STATUS OF FRANCHISED OUTLETS**  
**FOR YEARS 2013 TO 2015<sup>1,2</sup>**

| State        | Year        | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations -Other Reasons | Outlets at End of the Year |
|--------------|-------------|--------------------------|----------------|--------------|--------------|--------------------------|----------------------------------|----------------------------|
| CA           | 2013        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2014        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2015        | 0                        | 1              | 0            | 0            | 0                        | 0                                | 1                          |
| CO           | 2013        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2014        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2015        | 0                        | 1              | 0            | 0            | 0                        | 0                                | 1                          |
| IA           | 2013        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2014        | 0                        | 1              | 0            | 0            | 0                        | 0                                | 1                          |
|              | 2015        | 1                        | 0              | 0            | 0            | 0                        | 0                                | 1                          |
| IL           | 2013        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2014        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2015        | 0                        | 1              | 0            | 0            | 0                        | 0                                | 1                          |
| MO           | 2013        | 0                        | 0              | 0            | 0            | 0                        | 0                                | 0                          |
|              | 2014        | 0                        | 1              | 0            | 0            | 0                        | 0                                | 1                          |
|              | 2015        | 1                        | 0              | 0            | 0            | 0                        | 0                                | 1                          |
| <b>Total</b> | <b>2013</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>     | <b>0</b>     | <b>0</b>                 | <b>0</b>                         | <b>0</b>                   |
|              | <b>2014</b> | <b>0</b>                 | <b>2</b>       | <b>0</b>     | <b>0</b>     | <b>0</b>                 | <b>0</b>                         | <b>2</b>                   |
|              | <b>2015</b> | <b>2</b>                 | <b>3</b>       | <b>0</b>     | <b>0</b>     | <b>0</b>                 | <b>0</b>                         | <b>5</b>                   |

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

<sup>2</sup> As of December 31, 2015, there also were 19 lodging facilities operating that became affiliated with the Lexington brand through Vantage Hospitality's prior membership model.

**TABLE NO. 4**  
**STATUS OF COMPANY-OWNED OUTLETS**  
**FOR YEARS 2013 TO 2015<sup>1</sup>**

| State           | Year        | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|-----------------|-------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|----------------------------|
| FL <sup>2</sup> | 2013        | 0                        | 0              | 0                                  | 0              | 0                          | 0                          |
|                 | 2014        | 0                        | 0              | 0                                  | 0              | 0                          | 0                          |
|                 | 2015        | 0                        | 1              | 0                                  | 0              | 0                          | 1                          |
| <b>Total</b>    | <b>2013</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>0</b>                   |
|                 | <b>2014</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>0</b>                   |
|                 | <b>2015</b> | <b>0</b>                 | <b>1</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>1</b>                   |

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

<sup>2</sup> Our affiliate, Cal-Vegas, is a minority owner as well as the manager of this lodging facility.

**TABLE NO. 5**  
**PROJECTED OPENINGS AS OF DECEMBER 31, 2015 FOR 2016**

| <b>State</b>   | <b>Membership Agreements Signed But Outlets Not Opened</b> | <b>Projected New Member Outlets In The Next Fiscal Year</b> | <b>Projected New Company-Owned Outlets In The Next Fiscal Year</b> |
|----------------|------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------|
| Alabama        | 0                                                          | 1                                                           | 0                                                                  |
| Arizona        | 1                                                          | 2                                                           | 0                                                                  |
| California     | 1                                                          | 1                                                           | 0                                                                  |
| Colorado       | 0                                                          | 1                                                           | 0                                                                  |
| Florida        | 0                                                          | 3                                                           | 0                                                                  |
| Georgia        | 0                                                          | 1                                                           | 0                                                                  |
| Indiana        | 0                                                          | 2                                                           | 0                                                                  |
| Louisiana      | 0                                                          | 1                                                           | 0                                                                  |
| Minnesota      | 0                                                          | 2                                                           | 0                                                                  |
| Mississippi    | 0                                                          | 1                                                           | 0                                                                  |
| Missouri       | 0                                                          | 1                                                           | 0                                                                  |
| New Jersey     | 0                                                          | 1                                                           | 0                                                                  |
| New Mexico     | 0                                                          | 1                                                           | 0                                                                  |
| New York       | 0                                                          | 2                                                           | 0                                                                  |
| North Carolina | 0                                                          | 1                                                           | 0                                                                  |
| North Dakota   | 0                                                          | 1                                                           | 0                                                                  |
| Oklahoma       | 0                                                          | 1                                                           | 0                                                                  |
| Tennessee      | 0                                                          | 1                                                           | 0                                                                  |
| Texas          | 0                                                          | 3                                                           | 0                                                                  |
| <b>Total</b>   | <b>2</b>                                                   | <b>27</b>                                                   | <b>0</b>                                                           |

A list of the names, addresses and telephone numbers of all current franchisees as of December 31, 2015, is attached as Exhibit G to this disclosure document.

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

### **Confidentiality Clauses**

In the last three fiscal years, no Brand Members have entered into any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system.

### **Trademark-Specific Franchisee Organizations**

There are no trademark-specific franchisee or Brand Member organizations.

## **ITEM 21. FINANCIAL STATEMENTS**

Attached as Exhibit E to this disclosure document are the audited consolidated financial statements of our parent, Vantage Hospitality Group, Inc. and its subsidiaries (which includes



us). Such financial statements consist of the consolidated balance sheets of Vantage Hospitality as of December 31, 2015 and December 31, 2014, and the related consolidated statements of income, changes in stockholders' equity, and cash flows as of December 31, 2015, December 31, 2014 and December 31, 2013. These consolidated financial statements include financial statements of other affiliates of Vantage Hospitality that are required to be included for financial reporting purposes. Also attached are the unaudited financial statements of Vantage Hospitality Group, Inc. and its subsidiaries (which includes us), as of April 30, 2016, including the consolidated balance sheet, consolidated statement of income and consolidated statement of cash flows.

Vantage Hospitality guarantees our performance. Attached as Exhibit F to this disclosure document is a copy of the general form of Guarantee of Performance from Vantage Hospitality.

## **ITEM 22. CONTRACTS**

The following contracts are exhibits to this disclosure document:

|           |                                                       |
|-----------|-------------------------------------------------------|
| Exhibit B | Membership Agreement                                  |
|           | Exhibit A      Guaranty and Assumption of Obligations |
| Exhibit C | Application                                           |
| Exhibit D | Representations and Acknowledgement Statement         |
| Exhibit I | Sample General Release                                |
| Exhibit J | State Addenda and Agreement Riders                    |

## **ITEM 23. RECEIPTS**

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

**EXHIBIT A**

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

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

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

### **CALIFORNIA**

Department of Business Oversight:  
1 (866) 275-2677

#### ***Los Angeles***

Suite 750  
320 West 4<sup>th</sup> Street  
Los Angeles, California 90013  
(213) 576-7505

#### ***Sacramento***

1515 K Street, Suite 200  
Sacramento, California 95814-4052  
(916) 445-7205

#### ***San Diego***

1350 Front Street  
San Diego, California 92101  
(619) 525-4044

#### ***San Francisco***

One Sansome Street, Ste. 600  
San Francisco, California 94104  
(415) 972-8559

### **HAWAII**

(state administrator)

Business Registration Division  
Securities Compliance Branch  
Department of Commerce and Consumer Affairs  
P.O. Box 40  
Honolulu, Hawaii 96810  
(808) 586-2722

(agent for service of process)

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

### **ILLINOIS**

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

### **INDIANA**

(state administrator)

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

(agent for service of process)

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

#### **MARYLAND**

(state administrator)

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

(agent for service of process)

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

#### **MICHIGAN**

(state administrator)

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 373-7177

(agent for service of process)

Michigan Department of Commerce,  
Corporations and Securities Bureau  
P.O. Box 30054  
6546 Mercantile Way  
Lansing, Michigan 48909

#### **MINNESOTA**

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7th Place East, Suite 500  
St. Paul, Minnesota 55101  
(651) 296-6328

#### **NEW YORK**

(state administrator)

Office of the New York State Attorney General  
Investor Protection Bureau  
Franchise Section  
120 Broadway, 23rd Floor  
New York, NY 10271-0332  
(212) 416-8236 Phone  
(212) 416-6042 Fax

(agent for service of process)

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

#### **NORTH DAKOTA**

(state administrator)

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

(agent for service of process)

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

#### **OREGON**

Department of Business Services Division of  
Finance & Corporate Securities  
350 Winter Street, NE, Room 410  
Salem, Oregon 97310-3881  
(503) 378-4387

#### **RHODE ISLAND**

Department of Business Regulation  
Division of Securities  
John O. Pastore Complex Building 69-1  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9645

## **SOUTH DAKOTA**

Department of Labor and Regulation  
Division of Securities  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-4823

## **VIRGINIA**

(state administrator)

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

(agent for service of process)

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

## **WASHINGTON**

(state administrator)

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

(agent for service of process)

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

## **WISCONSIN**

Securities and Franchise Registration  
Wisconsin Securities Commission  
345 West Washington Avenue, 4th Floor  
Madison, Wisconsin 53703  
(608) 266-3431

**EXHIBIT B**  
**MEMBERSHIP AGREEMENT**

Property # \_\_\_\_\_

Brand Use Only



## MEMBERSHIP AGREEMENT

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Rooms: \_\_\_\_\_ Number of Suites: \_\_\_\_\_ Number of Floors: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name

Phone Number

Email

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

(Subject to Brand Approval)

**Fee Option:**  
(check one)

- ☐ Flat Fee  
☐ 4% GRR

### FOR BRAND USE ONLY

Approval Date: \_\_\_\_\_ Approved Name: \_\_\_\_\_  
Billing Start Date: \_\_\_\_\_ Required Opening Date: \_\_\_\_\_

## LEXINGTON® BY VANTAGE MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (this "**Agreement**") is entered into by and between VANTAGE FRANCHISING, INC. ("**we**," "**us**" or "**our**"), and \_\_\_\_\_ ("**you**"), as of the date signed by us and set forth below our signature on this Agreement (the "**Agreement Date**"), and pertains to the lodging facility located (or to be located) at \_\_\_\_\_.

We and you agree:

### ARTICLE 1. BRAND MEMBERSHIP; GRANT OF LICENSE

1.1. **Brand Membership.** We and our affiliates have developed and own a special system related to the operations, marketing, and distribution of information pertaining to lodging facilities under the name **Lexington®** (collectively, the "**Brand**"). The Brand includes all of our mandatory policies, procedures, specifications, standards, operating procedures, service standards and rules we periodically prescribe for operating a lodging facility (the "**Brand Standards**"), which Brand Standards include the standards set forth in our resource guides, policy statements, and program manuals (if any) (our "**Brand Manuals**") and our "**Trade Dress**" (which means the business design and image owned by us and our affiliates pertaining to Lexington-branded lodging facilities), and other Proprietary Property (as defined in ARTICLE 7), all of which may be further revised and developed by us. The Trade Dress currently emphasizes common signage; superior customer service; and local amenities and features appropriate for each Brand Member's (as defined in this Section) market. The Brand operates under the service mark **Lexington®** and certain other proprietary marks (as further specified in Section 7.1), and owners (or operators, as applicable) of lodging facilities authorized to operate under the Brand are known as "**Brand Members**." Subject to the terms and conditions contained in this Agreement, you are a Brand Member.

1.2. **Grant of License.** Subject to the terms and conditions contained in this Agreement, we grant you the right—and you undertake the obligation—to operate the Lodging Facility and to use the Proprietary Property as authorized under this Agreement and in accordance with the Brand Standards (the "**License**"). The "**Lodging Facility**" means the hotel, motel, inn or other lodging facility you are authorized to operate under the Brand pursuant to this Agreement, which you will operate as a Lexington Inn, Lexington Hotel, Lexington Legacy Hotel, or Lexington Legacy Inn, as specified in Schedule 1.2. "**Lexington Inn**" refers to the select service segment of the Brand, including extensions such as Lexington Inn & Suites. "**Lexington Hotel**" refers to the full-service segment of the Brand, including extensions such as Lexington Resort. If your Lodging Facility meets our Brand Standards for a Lexington Hotel or a Lexington Inn and has established a reputation and goodwill in its current name (other than the name of another flag, franchise, or membership organization), your Lodging Facility (subject to our consent) may be known as a "Lexington Legacy Hotel" or "Lexington Legacy Inn," as applicable. For example, a lodging facility with an established reputation in the name, "The John Doe Hotel," if approved by us, would be known as "The John Doe Hotel – a Lexington Legacy Hotel." The Lodging Facility expressly includes only the lodging facility located at the address set out in the preamble (the "**Property**"). For example, if the Property includes a bar, the License we grant you does not include the bar, and only includes the lodging facility. Further, you may not transfer the License to another lodging facility or another location without our prior written permission.

*The License granted to you does not include the right to use "Lexington" or "Vantage" in your corporate (or other entity) name, in an Internet domain name, social media site, or in any similar manner.*

1.3. **Your Rights within Your Territory.** From time to time, in our discretion, we may grant to other persons the right to operate other lodging facilities (including lodging facilities using the Brand) that are in close proximity to the Property. You are not obtaining any protected or exclusive territory. However, if we are contemplating accepting an application for the operation of another lodging facility using the Brand, and that lodging facility would be located within a three-mile radius of the Property, we will provide you with a courtesy notice and a reasonable opportunity (but no more than five days) to submit a written statement explaining the negative market impact that you believe such potential new Brand Member may have on your business. If we do not agree with your statement, you may request immediate review by a panel of Brand Member representatives (one of whom will be selected by you, one of whom will be selected by us, and the third of whom will be selected by the other panel members). The panel will promptly issue its opinion of the market impact, which opinion will be considered persuasive (but will not be binding). You and we agree to act in good faith to reach a fair and amicable resolution of any such matter within 5 days (or such other timeframe as deemed necessary by us to protect the Brand) of when you submit your written statement explaining the anticipated negative market impact; however, the ultimate decision of whether to grant such new Brand Membership will be ours and will be made in our reasonable discretion. You do not have the right to relocate your Lodging Facility.

1.4. **Our Reservation of Rights.** The License of the Brand granted to you is non-exclusive. In addition to our right to use and grant others the right to use the Brand anywhere, all rights not expressly granted in this Agreement to you concerning the Brand or other matters are reserved by us (or our affiliates), including the right to: (a) establish, develop, and license or franchise lodging facilities (including the Brand or under other trademarks) located anywhere, regardless of



how close such business operates to the Property; (b) sell, under any terms that we deem advisable, products and services similar or identical to those authorized for the Lodging Facility, using the Brand; and (c) engage in all other activities not expressly prohibited by this Agreement.

## ARTICLE 2. TERM

2.1. **Term.** The term of this Agreement (the "**Term**") commences on the Agreement Date and expires 20 years from the Billing Start Date, subject to earlier termination as set forth in this Agreement. The "**Billing Start Date**" is the first day of the calendar month that is one full calendar month after the Agreement Date (for example, if the Agreement Date is October 20, the Billing Start Date is December 1); provided, however, that if your Property is new construction then the Billing Start Date will be the first day of the calendar month that is one full calendar month after the Lodging Facility has opened for business under the Brand (the "**Opening Date**").

2.2. **Renewals.** The Term will be extended for additional 10-year terms (and each extension is included in the definition of Term), if:

a. neither you nor we have provided the other with written notice, at least 90 days prior to the scheduled expiration date, of an intention not to renew the Term;

b. you have satisfied all of your monetary obligations owed to our affiliates and us, and you are not in default of any provision of this Agreement, any other agreement between you and us or our affiliates, or any Third Party Agreement (such as your TACS Agreement or VOILÀ® Agreement, as described in Section 5.9);

c. at least 30 days prior to the scheduled expiration date, you execute and deliver to us a membership agreement that is our then current form of membership agreement for new Brand Members, the terms of which may significantly differ from the terms of this Agreement, including increased Membership Fees, Marketing Fees, Conference Fees and Revenue Support Fees (as defined in Section 6.1.f) (at which time we will not require you to pay a new initial fee but may require you to pay a renewal fee at our then current rate);

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

e. you have completed (at least 60 days before the scheduled expiration of the Term) all maintenance, refurbishing, renovating, and upgrading of the Lodging Facility required to conform the Lodging Facility to (i) the Brand Standards then in effect for new Brand Members, and (ii) any applicable property improvement plan ("**PIP**"); and

f. you are lawfully entitled to continue to use and occupy the Property for the entire following successor term (for example, if you operate the Property under a lease, the lease must not expire before the end of the new term).

## ARTICLE 3. OUR DUTIES

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

3.1. **Central Reservation System.** We will provide you with access to the brand-designated central reservation system (the "**CRS**"), through which your guest room inventory, rates, availability, and other pertinent information are distributed to various channels, including the global distributions systems; online travel agencies; travel consortia; and the Brand's websites. The Lodging Facility may not book reservations through any other electronic reservation system, booking engine, unapproved third party distribution system, or other technology. We reserve the right to change, modify or eliminate the CRS at any time and from time to time.

3.2. **Initial Training.** We will provide initial training relative to the Brand (the "**Initial Training**"), some of which may take place after the Opening Date. In most cases, the Initial Training will take place at the Property and remotely (by telephone, webinar, or both), although we also may require or strongly recommend that certain of your personnel participate in some Initial Training at our office in Coral Springs, Florida (or other location we may designate). Initial Training will include instruction relating to our loyalty, guest relations survey, and customer service programs, as well as connectivity to the CRS. If any Initial Training is held at the Property, you will provide accommodations for our trainers, at your own cost. You also are responsible for all expenses your trainees incur in connection with attending Initial Training, including all travel, lodging, and meal expenses, if any. In our discretion, we may provide Initial Training to multiple Brand Members at the same time.

3.3. **Brand Manuals.** We will loan you during the Term of this Agreement one copy of the Brand Manuals (with periodic revisions as required) then in use, if any. We may provide the Brand Manuals in an electronic medium, including by download from our website. The Brand Manuals are provided to you as a resource to promote uniformity throughout

the Brand for the protection of the Brand. However, following the Brand Manuals does not guarantee the success or profitability of your Lodging Facility.

3.4. **Continued Training, Assistance and Support.** We will consult with you on an ongoing basis, as you reasonably request and to the extent we consider appropriate or reasonably necessary, to assist you in promoting your Lodging Facility, including providing sales support, and refresher, advanced or additional training programs and seminars at locations designated by us, which may be at the Property, at our office in Coral Springs, Florida, remotely (by telephone, webinar or otherwise), at our Brand Conference (as described below) or at such other location or any combination of these locations. We may designate attendance at such programs and seminars as optional or required. If any such training programs are held at the Property, you must provide accommodations for our trainers, at your own cost.

3.5. **Brand Conference.** We will convene a Brand conference (the "**Brand Conference**") no less frequently than every 18 months, at which Brand Members may gather to network, participate in educational seminars, and vote on Brand-related initiatives. We may convene (and it is our present intention to convene) the Brand Conference in conjunction with Vantage's Annual International Conference and Trade Show, traditionally held annually during the first week of December, but we reserve the right to change this schedule. If you have paid all of your Conference Fees in accordance with this Agreement, one of your representatives may attend the Brand Conference for no additional registration fee, and you will be solely responsible for your attendees' expenses of travel, lodging, certain meals, and other out-of-pocket costs (as well as the registration fee for each additional attendee).

3.6. **Duties Solely to You; Delegation of Duties.** All of our obligations under this Agreement are owed solely to you. No other party may rely on, enforce, or obtain relief for breach of such obligations either directly or by subrogation. We may delegate any or all of our duties under this Agreement to a representative, who may be an affiliate or an independent contractor appointed by us.

#### ARTICLE 4. MARKETING AND ADVERTISING

4.1. **Marketing Program.** The "**Marketing Program**" is a special program created by our parent, Vantage Hospitality Group, Inc. ("**VHGI**"), for the benefit of brand members of all Vantage Hotels (defined below) brands, and is operated by our affiliates or us with the input of the Advisory Board (as described and defined in Section 4.2 below), as well as the input of an advisory board and advertising counsel comprised of brand members from certain other Vantage Hotels brands. As between brand members and us, we have the exclusive right to maintain, operate, and administer the Marketing Program, which will include conducting national advertising, public relations, and promotional activities that we consider beneficial to the Vantage Hotels brands and brand members (including, without limitation, conducting advertising campaigns; creating and maintaining a website or sites, or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; administering online advertising and marketing campaigns, including search engine, social media, e-mail, and display ad campaigns; developing and maintaining application software designed to run on computers and similar devices, including tablets, smartphones and other mobile devices, as well as any other evolutions or "next generations" of any such devices; administering a guest rewards program and/or a loyalty program or implementing other marketing programs designed to encourage the patronage of lodging facilities of all Vantage Hotels brands; conducting test marketing, marketing surveys and public relations activities; preparing marketing materials; participating in travel industry trade shows; operating a tour and travel department, including group sales, foreign independent travel, consortia, and merchant programs; and such other use as we deem appropriate). We may utilize the services of third parties or of an affiliated marketing agency to create advertising and promotional programs and purchase media; provided charges to us for such services by an affiliated marketing agency will be at least as favorable as terms available from arms-length agencies. In our discretion, we may make, or refrain from making, any expenditures for marketing and promotional activities. We may allocate all or any portion of the marketing contributions from Brand Members and other Vantage Hotels brand members to support one brand, a select group of brands, or all of the brands within the Vantage Hotels brand family. Without limiting the generality of the foregoing, in any calendar year, we may spend more or less than that year's marketing contributions made by brand members to the Marketing Program. We exclusively control the concepts and materials and all other matters relating to advertising, public relations, marketing, market research, and promotional campaigns. However, we may spend your Marketing Fees only for the purposes authorized in this Agreement. Your Marketing Fees are intended to maximize general public and industry recognition and acceptance of the Vantage Hotels family of brands as a whole. In administering the Marketing Program, we need not (i) make expenditures of contributions from members of the Lexington brand benefit Lexington Brand Members directly, (ii) make expenditures for you that are equivalent or proportionate to your Marketing Fees, or (iii) ensure that you benefit directly or pro rata from advertising or promotions conducted in connection with the Marketing Fees. With respect to maintaining, operating, or administering the Marketing Program, neither we nor any affiliate is a trustee or fiduciary and assume no other direct or indirect liability or obligation to you. "**Vantage Hotels**" refers to all lodging facilities that we or our affiliates franchise, license or operate at any time, including

lodging facilities under any of the following brands and their various extensions: Lexington, Jameson Inn, Signature, Inn, Americas Best Value Inn, Country Hearth Inn, America's Best Inns & Suites, 3 Palms Hotels and Resorts, Canadas Best Value Inn, Value Hotel Worldwide and Value Inn Worldwide.

We may use the Marketing Fees to pay the reasonable salaries and benefits of personnel who manage and administer the Marketing Program, the Marketing Program's other administrative costs, travel expenses of personnel while they are on Marketing Program business, meeting costs, overhead relating to Marketing Program business, and other expenses that we incur in activities reasonably related to administering or directing the Marketing Program, including, without limitation, conducting market research; public relations; preparing advertising, promotion and marketing materials; and collecting and accounting for Marketing Fees contributions. We may not use the Marketing Fees for our general corporate overhead, salaries of personnel not related to the Marketing Program, nor our general administrative expenses. However, the Marketing Fees are not maintained in an account segregated from our general operating funds and we will not prepare an audited statement of the collection and expenditure of Marketing Fees.

4.2. **Advisory Board.** We have created a combined advertising council and advisory board which currently includes members of the Lexington brand, members of our Jameson Inn and Suites® brand and our 3 Palms Hotels & Resorts brand, as well as corporate and vendor representatives (the "**Advisory Board**"). We may periodically change the composition of the Advisory Board and the number of advisory board members. Until the 2017 Brand Conference, we will appoint members to serve on the Advisory Board. Beginning with the 2017 Brand Conference, Advisory Board members (other than our corporate representatives and preferred vendor representative) will be elected by the members. Members of the Advisory Board will be invited (at meetings, conference calls, or webcasts scheduled by us) to review and provide input related to proposed changes to Brand Standards, certain fees, and the Marketing Program. We may change or dissolve the Advisory Board, in our sole discretion.

4.3. **Local Marketing.** You must have a Local Marketing plan, and, upon our reasonable request, provide it to us for our review. We strongly encourage you to spend at least 4-5% of your Gross Rooms Revenue on Local Marketing, although we have not established a minimum requirement for that expenditure. "**Gross Rooms Revenue**" means the gross revenue attributable to or payable for rentals of Guest Rooms (defined in Section 5.1.c), including all credit transactions, whether or not collected, guaranteed no-show revenue net of chargebacks from credit card issuers, and any proceeds from any business interruption or similar insurance applicable to the loss of revenue due to the non-availability of Guest Rooms. Excluded from Gross Rooms Revenue are separate charges to guests for food and beverage, room service, actual telephone charges, key forfeitures, and entertainment (including Internet fees and commission), vending machine receipts, and federal, state, and local sales, occupancy, and use taxes. "**Local Marketing**" means marketing and promotion, including public relations, undertaken by you that is directed primarily at your local market. You must provide us, for our approval, all materials to be used for Local Marketing (and all other advertising and promotional materials), unless they have already been approved or consist solely of materials provided by us. If, within 10 business days from the date we receive such submitted materials, you do not receive our approval of your proposed materials, they are considered disapproved. All materials on which the Proprietary Marks are used must include the applicable designation service mark <sup>SM</sup>, trademark <sup>TM</sup>, registered trademark ®, copyright ©, or such other designation as we may specify. If, in our judgment, such materials or advertising may injure or harm the Brand, we may notify you to withdraw or discontinue the use of any promotional materials or advertising, even if previously approved. Within five days after delivery of such notice, you must withdraw and discontinue use of the relevant promotional materials and advertising.

4.4. **Internet Marketing.** Except as expressly provided in this Section, we retain the sole right to advertise on the Internet, create or operate a website or sites, and use the Proprietary Marks as part of any domain name, with respect to any aspect of the Brand or the Lodging Facility (including the use of the Proprietary Marks). Notwithstanding the foregoing, you will develop and maintain a website for the Lodging Facility and may promote the Lodging Facility through social media (including Facebook®, YouTube®, Instagram®, Twitter® and Pinterest®), and you must comply with our website and Internet policies in effect from time to time, which include using our booking engine exclusively. We will license to you the domain name for your Lodging Facility and will establish and host three e-mail addresses for your Lodging Facility. You may not use any other e-mail addresses in the operation of your Lodging Facility. We will provide the e-mail addresses to you at no additional cost during the first year of operation of your Lodging Facility; however, we reserve the right to charge a reasonable fee beginning with your second year of operation as a Lexington-branded Lodging Facility. We exclusively own all rights in such domain names. You unconditionally disclaim any ownership interests in such domain names and any domain names that may be confusingly similar. You will not register any domain name in any class or category that contains the words "Lexington," "Vantage" or any abbreviation, acronym or variation of such words.

We have established a website to advertise, market and promote the Brand and Lexington-branded lodging facilities as well as a "family" website to advertise, market and promote, collectively, all of the Vantage Hotels (jointly, the "**Brand Websites**"). We will provide you with a webpage on the Brand Websites that represents your Lodging Facility. You must: (i) provide us the information and materials we request to develop, update, and modify your webpage; and (ii) notify us

whenever any information on your webpage is not accurate. We own all intellectual property and other rights in the Brand Websites, including your webpage, and all information they contain (including, without limitation, the domain name or URL for your webpage, the log of "hits" by visitors, images of your Lodging Facility, and any personal or business data that visitors supply). We periodically may update and modify the Brand Websites (including your webpage). We also may periodically change the Brand Websites' domain names. You acknowledge that we have final approval rights over all information on the Brand Websites (including your webpage). We will maintain your webpage on the Brand Websites as long as you are in full compliance with this Agreement and all Brand Standards we implement (including, without limitation, those relating to the Brand Websites). Except as provided above in this Section 4.4 or as otherwise permitted by our website and Internet policies in effect from time to time, without our prior consent you will not develop, establish, operate, own, license, use or participate in a website on which the Proprietary Marks appear or otherwise use any of the Proprietary Marks on or in connection with the Internet, including (i) in domain names (including top level or country code domain names and folder extensions in domain names), (ii) in metatags in your website, (iii) in social media user names, (iv) by publishing, linking or deeplinking to any of our websites in connection with social media websites, (v) in sponsored advertising programs, or (vi) in any pay-per-click or similar advertising.

## **ARTICLE 5. YOUR DUTIES**

### **5.1. Lodging Facility Development.**

a. If a lodging facility has not been constructed on the Property as of the Agreement Date, you will construct and maintain a lodging facility at the Property to conform to the Brand Standards, including any architectural or interior design standards established by us as of the Agreement Date. You must submit your preliminary design development drawings for our review and approval at least three months before the commencement of construction (or you must have done so at the time you submitted your Lexington Application, if you already commenced construction at that time), and final design and construction documents at least 30 days prior to the commencement of construction, for our approval. If construction does not commence within six months of our written approval of your final design and construction documents, then you must resubmit them for our approval at least 30 days prior to commencement of construction. If requested by us, you must arrange for our affiliates or us to participate in progress meetings during the development and construction of your hotel or inn; to have access to all contract and construction documents for the Property during reasonable hours to inspect the Property and its construction, completion, furnishing, and equipment for compliance with our Brand Standards; to assess the progress that is being made; and, if we believe it appropriate, to provide suggestions. However, our affiliates and we are not obligated to participate in progress meetings or inspect the Property during this phase, and our participation and any feedback we may provide is not a representation of the adequacy of the plans or specifications, the structural integrity of the facility, nor the sufficiency of the mechanical, electrical, or other systems for the hotel or inn.

Our review of your design development documents is for compliance with our Brand Standards only. If you elect to use our new-build prototype, we also will ensure that the preliminary and final design development documents conform to our expectations for that prototype. Our review and approval does not assure that your business will be successful, that your designs are compliant with most (or any) architectural or engineering requirements, nor that your designs are in compliance with local, state, or federal law or codes. It is your responsibility to comply with all local, state, and federal code (and other) requirements applicable to the construction of your hotel. If we do not approve the preliminary drawings or any other set of drawings or specifications, we will provide your architect and you with reasonable recommendations for incorporation into the plans, drawings, or specifications, as applicable.

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

c. If the Lodging Facility is a Lexington Inn, the Property must have a minimum of 60 Guest Rooms. If the Lodging Facility is a Lexington Hotel, the Property must have a minimum of 80 Guest Rooms. The number of required Guest Rooms may be altered, if, in our discretion, circumstances justify the alteration. "**Guest Rooms**" means transient hotel rooms.

**5.2. Conditions Precedent to Opening.** You will not operate the Lodging Facility as a Lexington-branded lodging facility or otherwise hold yourself out as being affiliated with the Brand until:

a. the Initial Fee and all other amounts due to our affiliates and us prior to opening the Lodging Facility have been paid in full;

b. we have been furnished with current certificates of insurance and policy endorsements, and copies of all insurance policies or such other evidence of insurance coverage as we reasonably request, as set forth in Schedule 5.14;

c. we have been provided with all requested "transition" and "onboarding" documentation, including such documentation regarding signage and "property builds" as we reasonably request, and your executed TACS Agreement and VOILÀ® Agreement referenced in Section 5.9;

d. if the Property is leased or you otherwise do not hold fee simple title to the Property, we have been provided with an estoppel, recognition, and subordination agreement from your landlord, in form and substance satisfactory to us, pursuant to which the landlord confirms your leasehold interest; recognizes our rights in the Proprietary Marks and agrees to facilitate the de-identification of the Lodging Facility as contemplated by Section 11 of this Membership Agreement and the Brand Manuals; and agrees to subordinate all of its rights to payment to our rights under this Membership Agreement;

e. we have been provided with the certification referenced in Section 5.10.b;

f. you have obtained all necessary governmental or regulatory approvals and authorizations to operate the Property for the intended business, including any final certificate of occupancy and business license required by your local agencies;

g. you have provided to us, and otherwise cooperated with us to gather from external sources, on a timely basis, information about your Lodging Facility to enable us to represent your Lodging Facility on the Brand Websites and in the Global Distribution System and other tour and travel distribution outlets; and

h. you satisfy any other conditions that we reasonably impose.

If you are converting an existing lodging facility to the Lexington brand, you must comply with all of these requirements and open your Lodging Facility as a Lexington within 120 days from the Agreement Date, and we may terminate this Membership Agreement if you do not. If your Property is new construction, you must commence construction (the foundation must be poured) no later than one year from the Agreement Date. The date by which you must open your Property as a Lexington-branded lodging facility is set forth in Schedule 5.2.

**5.3. Use of the Property.** Without our consent, you will not use or permit the use of the Property for any purpose other than operating the Lodging Facility and you will not use any trademarks or service marks on the Property or to operate the Lodging Facility other than those designated Section 1.1 and any others we may designate in writing.

**5.4. Operational Requirements.** To ensure that the highest degree of quality and service is consistently maintained, you will operate the Lodging Facility in conformity with the Brand Standards. Without limiting the foregoing, you will:

a. comply with the procedures and systems instituted by us, and those relating to sales, good business practices, marketing and other obligations and restrictions;

b. maintain the Lodging Facility in the highest degree of sanitation, repair, appearance, condition, safety and security, and make such additions, alterations, repairs and replacements to the Property as may be reasonably required for that purpose;

c. actively participate in our Lexington "Our Guests Come First" Service Program;

d. actively participate in any guest rewards and/or loyalty program established for the Brand, all of our brands, or a select group of our brands (including paying program-associated fees that may be imposed by or in connection with the program, and providing guest discounts);

e. maintain in sufficient supply (as we may describe in the Brand Manuals or otherwise in writing) and use at all times only such inventory, equipment, materials, marketing methods and formats, and supplies that conform to our standards and specifications therefor, if any, at all times sufficient to meet the anticipated volume of business;

f. adhere to the highest standards of honesty, courtesy, integrity, fair dealing and ethical conduct in all dealings with guests, suppliers, employees, independent contractors, the public and us;

g. promptly resolve all guest complaints to our satisfaction in accordance with the guest complaint policy included in the Brand Manuals and, to the extent we deem it necessary to resolve a guest complaint due to your failure or refusal to do so in a satisfactory manner, reimburse us for the cost of such resolution (including payment of the then current administrative fee for such matters, currently \$75);

h. at your expense, maintain all fixtures, furnishings, signs and equipment in a condition that meets the standards specified in the Brand Manuals or otherwise in writing; and, if we reasonably determine that additional or replacement items are needed because of a change in technology or industry standards, client concerns, health or safety considerations, or any other factors we consider relevant, install the additional or replacement items within the reasonable time specified by us;

- i. maintain credit-card relationships with such entities as we may designate, and otherwise comply with all our credit-card policies as prescribed in the Brand Manuals;
- j. continuously maintain a phone system and high-speed Internet service in accordance with the Brand Manuals;
- k. once you have commenced operating the Property as a Lexington-branded Lodging Facility, actively and continuously operate the Lodging Facility for the entire duration of the Term; and
- l. participate in all distribution channels that we deem appropriate and maintain inventory and price parity among the various distribution channels. If VHGI or we maintain a brand-level or corporate-level agreement with any distribution channel (such as Expedia, Travelocity, or any other online travel agency ("OTA")), you may not maintain a separate agreement with that distribution channel; rather, you authorize us to enter into a sub-agreement or participation agreement with any distribution channel on your behalf.

5.5. **Property Management System.** Before commencing operation of the Lodging Facility, you will ensure that a property management system ("PMS") is installed at the Property in accordance with the requirements and specifications set forth in the Brand Manuals or otherwise in writing. The PMS includes the computer hardware, software, and peripherals and related services that are needed to operate and manage the Lodging Facility, and must have a direct full two-way interface with our CRS, loyalty program and guest rewards program, if applicable. You must acquire your PMS from a member of our preferred vendor network; provided, however, that if you would like to use a vendor not on the preferred vendor network, we will consider adding it if its PMS meets our requirements or it otherwise qualifies for inclusion. All of the foregoing items specified to be installed or purchased, or acts specified to be undertaken by you, and the delivery of all hardware and software, are at your sole expense. You are solely responsible for a one-time reservation implementation fee (currently \$395) upon the Lodging Facility becoming active in the CRS and a monthly interface fee (currently \$50), both of which are charged by our third party CRS provider but invoiced and collected by us. At this time, the \$50 monthly interface fee is included in your Revenue Support Fee.

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

Our modification of specifications for the PMS, or other technological developments or events, might require you to purchase, lease, or license new or modified computer hardware, software and PMS and to obtain service and support for the PMS. Although we cannot estimate the future costs of the PMS or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining term, you agree to incur the costs of obtaining the computer hardware and software comprising the PMS (or additions and modifications) and required service or support. We have no obligation to reimburse you for any PMS costs. Within 60 days after you receive notice from us, you agree to obtain the PMS components that we designate and to ensure that your PMS, as modified, is functioning properly.

Although you agree to buy, use, and maintain the PMS according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the PMS; (2) the manner in which your PMS interfaces with any Brand-required system; and (3) any and all consequences if the PMS is not properly operated, maintained, or upgraded.

5.6. **Employees.** You will maintain a competent, conscientious staff and take such steps as are reasonably necessary to ensure that your employees maintain a neat appearance and comply with such dress code as we may prescribe. You must at all times employ a general manager (who is CHA-certified or, with our consent, certified by the Asian American Hotel Owners Association as a Certified Hotel Owner) and a full-time director of sales, each of whom must be dedicated solely to the Lodging Facility. The general manager will devote, on a full-time basis, his or her best efforts to managing and operating the Lodging Facility. The general manager must execute an individual undertaking, in a form approved by us, agreeing to protect the Confidential Information (as defined in Section 8.1) from unauthorized use, access or disclosure, and to use the Confidential Information only in the operation of the Lodging Facility. Under no circumstances will your employees or other Persons working at the Lodging Facility be deemed to be employees of any of our affiliates or us.

5.7. **Approved Specifications and Sources of Supply.** As a general rule, other than your PMS, we do not dictate most of the vendors or suppliers from which you will purchase goods or services for the operation of your Lodging Facility, although we reserve the right to do so in the future. Accordingly, to the extent we may periodically require, you will purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Lodging Facility solely from manufacturers, vendors and suppliers we authorize, as well as in accordance with any specifications that we authorize. We will provide you with a list of any such requirements, specifications and authorized manufacturers, vendors, and suppliers. You may not enter into any agreements or establish any relationships with other brands, flags, brand membership organizations, or similar companies (or their distribution-related affiliates), with respect to the Lodging Facility, and our CRS must be your exclusive CRS. If you propose to purchase any signage bearing any Proprietary Marks (as defined in ARTICLE 7) from a supplier that is not a member of Vantage's preferred vendor network, you will pay us our then current signage approval fee (up to a maximum amount of \$5,000). Notwithstanding the foregoing, we may require you to enter into and comply with Third Party Agreements pursuant to Section 5.9.

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

5.9. **Third Party Agreements.** From time to time we may require you to enter into, and comply with all of the provisions of, agreements with (or terms and conditions required by) certain designated suppliers or vendors (each, a "Third Party Agreement"). The Third Party Agreements may include providers of discount or promotional programs (including room discounts, rewards programs, frequent traveler programs, photographic or virtual tour programs, and gift card programs). We currently require you to execute and deliver, prior to opening for business as a Lexington-branded Lodging Facility, the following Third Party Agreements: (i) the travel agent commission settlement agreement ("**TACS Agreement**") attached as Exhibit 5.9.i; and (ii) the loyalty program agreement that supports the Lexington rewards program attached as Exhibit 5.9.ii (VOILÀ® Agreement). The terms of each Third Party Agreement may not be amended by you in any manner and may be subject to change without notice. The TACS Agreement (also known as Dell/TACS and formerly known as Perot/TACS) requires an automatic clearing house (ACH) payment authorization from you. The VOILÀ® Agreement, which you will enter into with Hospitality Marketing Concepts, Inc., serves as the backbone for our loyalty program, and has been authorized by Brand Members.

5.10. **Compliance with Laws, Rules and Regulations.**

a. You will comply with all applicable federal, state, and local laws, rules and regulations. You will timely obtain, maintain, and renew when required any and all permits, certificates, licenses or franchises necessary for the full and proper conduct of the Lodging Facility under this Agreement (including qualifications-to-do-business; fictitious, trade, or assumed-name registrations; building and construction permits; occupational licenses; sales-tax permits; health and sanitation permits and ratings; fire clearances; and environmental permits). No assistance, guidance, standards or requirements that we provide you constitute a representation or warranty of any kind, express or implied, that your Lodging Facility is compliant with federal, state, or local laws, rules, or regulations.

b. Without limiting the generality of anything in this Section 5.10, you will comply with the Americans with Disabilities Act ("**ADA**") to the extent it applies to the Property and the improvements constructed thereon. Prior to the Opening Date, and as of each BSD3 Anniversary (or such other period of time as we may specify in writing), you must certify to us (via an architect, general contractor, or recognized ADA standards consultant reasonably acceptable to us), on a form satisfactory to us, that the Property is ADA compliant. Further, if we reasonably believe that you are not in compliance with the ADA (including as a result of your receipt of more than two customer complaints in any year or receipt of any adverse reports or warnings from any governmental entity), we may authorize a third party ADA consultant to conduct an audit of the Lodging Facility. You will permit such consultant to enter the Property to conduct such audit during normal business hours. You will cooperate fully with the conduct of such audit. Our authorization of such audit does not relieve you of your obligations under this Agreement, and, at your sole cost, you will promptly take such steps to correct any deficiencies detected in such audit. You will reimburse us for the costs and expenses in connection with any such audit (including any follow-up audit).

c. We are a member of ECPAT-USA's Tourism Child-Protection Code of Conduct ([www.thecode.org](http://www.thecode.org)) ("The Code"), which is an industry-driven responsible tourism initiative with a mission to provide awareness, tools, and support to the tourism industry in order to prevent the sexual exploitation of children. You agree to support the principles of The Code and to take all reasonable steps at your Lodging Facility, including training all of your employees, to recognize and prevent all forms of human trafficking.

5.11. **Information Security.** You must implement, at a minimum, all industry-standard administrative, physical and technical safeguards advisable to protect any information that can be used to identify an individual, including names,



addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information ("**Personal Information**"). No assistance, guidance, standards or requirements that we provide you constitute a representation or warranty of any kind, express or implied, that your Lodging Facility is compliant with federal, state, or local privacy and data laws, codes, or regulations, or acceptable industry standards. It is your responsibility to confirm that the safeguards you use to protect Personal Information comply with all laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information.

If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed.

5.12. **Tax Payments.** You will promptly pay when due all taxes levied or assessed by any federal, state or local tax authority.

5.13. **QA Inspections.** On at least an annual basis during the Term (an, in our discretion, prior to the Opening Date), we (or our designees) will conduct a quality assurance inspection with respect to the Lodging Facility (each, a "**QA Inspection**"). You will permit us (or our designees) to enter the Property and provide us (or our designees) access to your personnel to conduct the QA Inspection during normal business hours, at our request. You will cooperate fully with us (or our designees) in the QA Inspection. Following completion of a QA Inspection, we will issue a quality assurance report and assign a quality assurance score. If the quality assurance report reflects a quality assurance score below our then current minimum, we may issue you a PIP which will set forth a list of all items you will perform to correct any deficiencies detected during the QA Inspection. Our omission of an item to address an existing deficiency on a PIP is not a waiver of our right to include an item to address that particular deficiency on a future PIP. After a PIP has been issued, you will permit us (or our designees) to enter the Property and provide us (or our designees) access to your personnel to perform follow-up inspections at any time during normal business hours, at our request. You will provide our representatives with complimentary lodging for all QA Inspections (including any follow-up inspections), and will reimburse us for the costs and expenses in connection with the follow-up inspection (including our then current follow-up inspection fee and all travel expenses) and any corrections made by us. QA Inspections will be conducted, and reports prepared and scored, in accordance with the Brand Manuals. We reserve the right to substitute or augment the QA Inspections with a "mystery shopper" or other means of reviewing the quality of the Lodging Facility's condition and service.

5.14. **Insurance.** You will at all times comply with the insurance requirements set forth in Schedule 5.14.

5.15. **STR Reporting Requirement.** You will report your rooms sold and Gross Rooms Revenue to STR (formerly Smith Travel Research) on a monthly basis.

## ARTICLE 6. FEES AND PAYMENTS

6.1. **Types of Fees.** In addition to any other fees that may be required under this Agreement, you will pay to us the fees set out in this Section 6.1. The Membership Fee, the Marketing Fee, and all other mandated fees payable to us (other than the Revenue Support Fee and the Conference Fee), may be increased from time to time during the Term upon the affirmative vote of at least 60% of the Brand Members voting in person at the Brand Conference, or at a telephonic or web meeting of the Brand Members convened by us (collectively, the "**Voting Members**"); however, we reserve the right to increase any of our fees by the most recently published National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) as most recently published by the U.S. Department of Labor, or a successor index ("**CPI**"), without the approval of the Voting Members. All optional fees payable to us, as well as the Revenue Support Fee and the Conference Fee, may be increased by us, in our discretion, from time to time throughout the Term; however, we will not increase any such fees by an average of more than 10% per year in any year and no more than 20% during any consecutive three year period, without the approval of at least 60% of the Voting Members, subject to our right to increase our fees based on CPI.

a. Upon the execution of this Agreement you will pay us, or prior to the execution of this Agreement you paid us, an application fee (the "**Application Fee**") of \$3,000. Upon payment, the Application Fee was fully earned by us and became nonrefundable.

b. Upon the execution of this Agreement by you, you will pay us the Initial Fee. At such time, the Initial Fee is fully earned by us and, except as set forth in the next sentence, is nonrefundable. If we issue you a PIP prior to your Opening Date, and, within five days of delivery of such PIP, you notify us in writing that you will not comply with the requirements of such PIP and we terminate this Agreement, we will refund the Initial Fee (but not the Application Fee), as long as you are not otherwise in default of this Agreement and you and your owners have executed general releases, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their owners, officers, directors, employees, agents, successors, and assigns. "**Initial Fee**" means an amount equal to the sum of (x) \$27,000 plus (y) the product of \$200 times the number of Guest Rooms in excess of 80.



c. If we issue you a PIP as a condition of approval, a condition to renewal or transfer of this Agreement, as a result of a QA Inspection (defined in Section 5.13) of the Lodging Facility, or at any other time, and we have to re-inspect your Lodging Facility more than once to verify it for compliance, you will pay us our then current PIP re-inspection fee (currently, \$1,000), provide our representatives with complimentary lodging, and reimburse us for all expenses in connection with the inspection, including travel costs.

d. You will pay us a non-refundable monthly Membership Fee equal to either 4% of the Lodging Facility's Gross Rooms Revenue or \$35 per Guest Room, all as further explained in Schedule 6.1.d.

e. You will pay us a non-refundable monthly Marketing Fee. "**Marketing Fee**" means an amount equal to the product of \$22 times the number of Guest Rooms.

f. You will pay us a non-refundable monthly fee of \$149 to \$199 per month (the "**Revenue Support Fee**"). The Revenue Support Fee includes: (i) a fee for your participation in the Vantage Competitive Intelligence Program, our revenue management program required of all Brand Members; and (ii) a PMS-to-CRS connectivity fee charged by our third party CRS provider, which we will collect from you and remit to the CRS provider on your behalf. The amount of the Revenue Support Fee you will pay will be based on the number of Guest Rooms at the Lodging Facility and the market in which it is located, as reflected in Schedule 6.1.f, and is subject to increase from time to time as the third party fees included in the Revenue Support Fee increase.

g. You will pay us a non-refundable monthly conference fee (the "**Conference Fee**") equal to \$75.

h. We may collect a commission of up to 10% of the then-applicable best available rate (the standard non-negotiated rate for the room booked at the time of booking) for any groups, meetings or similar "travel industry sales" we generate that stays at your Lodging Facility. If collected, we will issue an invoice for the amount of the commission.

i. We may periodically require you to pay us fees due from you to third parties, some of which we will collect on behalf of such third parties and remit to such third parties. These fees include fees payable pursuant to Third Party Agreements (such as travel agency commissions, settlement fees, and distribution/reservation fees).

6.2. **Payments.** Unless otherwise specified in this Agreement (or in a Third Party Agreement, as applicable), your obligation to make any monthly payments required by this Agreement (or any Third Party Agreement) will begin on the Billing Start Date, and you will pay all invoiced amounts within 30 days of the date of the applicable invoice. All other amounts due to us or any other third party will be paid as specified in this Agreement (or in a Third Party Agreement, as applicable) or, if no time is specified, such amounts are due upon receipt of an invoice from us (or other third party, as applicable). Notwithstanding the foregoing, you will be obligated to make payments for booking fees, reservation fees and commissions from the time those fees are incurred, regardless of the Billing Start Date.

6.3. **Payment System.** Unless otherwise directed by us, all payments required to be provided by you to any of our affiliates or us will be effectuated by an automated payment system, which (at your option) may be an automated debit from your checking account or automated charge to your debit card or credit card, and which may involve the use of a travel agency commission settlement program of our choosing (the "**Payment System**"). We may process such automated charges at the time any payment is due and owing. You will implement the Payment System prior to activation in the Brand and will cooperate with us to implement and maintain the efficient operation of the Payment System (including ensuring the availability of funds). With respect to the Payment System, you will pay all charges imposed by your financial institution and we will pay all the charges imposed by our financial institution. Failure to utilize the Payment System or to fund the account from which payments are to be made will be a material breach of this Agreement and may result in the assessment of late fees and interest on late payments, as specified herein or any applicable Third Party Agreement.

6.4. **Payment Obligations.** Your obligations to make payments in accordance with this Agreement and any other agreement entered into with any of our affiliates or us with respect to the Lodging Facility—and the rights of our affiliates and us, to receive such payments—are absolute and unconditional. They are not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to any past, present, or future claims that you have or may have against us, any of our affiliates, any of our delegates, or against any other Person for any reason whatsoever.

6.5. **Late Charges.** If any payment under this Agreement or any other agreement between you and us is overdue for any reason, to cover our administrative costs in dealing with the late payment, you will pay to us on demand, in addition to the overdue amount, a late charge equal to the greater of (a) \$25 or (b) 1.5% of the overdue amount. Nothing in this Agreement may be construed to mean that you are to pay, or have contracted to pay, any sum in excess of that which may lawfully be charged or contracted for under any applicable law. If an amount in excess of such laws is inadvertently collected, it will be applied to reduce outstanding amounts owed for Membership Fees, Marketing Fees, Conference Fees or Revenue Support Fees.

6.6. **Application of Payments.** Notwithstanding any designation by you, we have the discretion to apply any payments made by you or effectuated through the Payment System to any of your past due indebtedness, including Membership Fees, Marketing Fees, Conference Fees, Revenue Support Fees, third party fees, purchases from our affiliates or us, late charges, or any other of your indebtedness to our affiliates or us in any manner chosen by us.

6.7. **Booking Fees.** You are responsible for the payment of all booking and reservation fees incurred in connection with the operation of your Lodging Facility, whether payable through TACS or directly to a third party, and agree to timely pay all such fees. A summary of the currently applicable booking fees are set forth on Schedule 6.7. These booking fees are subject to change.

6.8. **Rebates.** Suppliers from which you choose to acquire products or services may pay us rebates, or provide us with other benefits, based on your purchases of those products and services. We will utilize such rebates or benefits solely to subsidize the Brand Conference and other educational opportunities made available to Brand Members. You hereby acknowledge the existence of the foregoing payments and that nothing in this Agreement prevents us from receiving them or applying them as indicated.

## ARTICLE 7. PROPRIETARY PROPERTY

7.1. **Definitions of Proprietary Marks and Proprietary Property.** "**Proprietary Marks**" means the service mark Lexington® and all other trademarks, service marks, trade names, logos, and commercial symbols that we authorize as part of the Brand. "**Proprietary Property**" means the Proprietary Marks, Confidential Information (as defined in Section 8.1), Brand Standards, and copyrighted (or copyrightable) or trade secret information of our affiliates or of us that you may use under this Agreement.

7.2. **Your Use of the Proprietary Property.** You may use the Proprietary Property only in accordance with the Brand Standards. Without limiting the foregoing, both during and after the Term:

- a. You will use the Proprietary Property only in connection with operating the Lodging Facility at the Property;
- b. Except as we may expressly authorize if your Property is a Lexington Legacy Inn or Lexington Legacy Hotel, you will use the Proprietary Marks as the sole trademark identifications for the Lodging Facility and prominently display the Proprietary Marks on or in connection with all materials we designate, and only in the manner we prescribe;
- c. You will not use the Proprietary Property as security for any obligation or indebtedness or in any manner encumber it;
- d. You will not use the Proprietary Marks as part of your corporate, partnership, limited liability company or other legal name;
- e. You will not use or attempt to register any other trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Proprietary Marks, or any mark with phonetic or graphic similarity thereto;
- f. You will comply with our instructions concerning filing and maintaining the requisite fictitious, trade, or assumed-name registrations for the Proprietary Marks, and execute any documents we deem reasonably necessary to obtain protection for the Proprietary Property and our interest in the Proprietary Property; and
- g. You will exercise caution when using our Proprietary Property to ensure that the Proprietary Property is not jeopardized in any manner.

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

7.4. **Claims Against the Proprietary Property.** In the event of any claim of infringement, unfair competition, or other challenge to your right to use any Proprietary Property, or in the event you become aware of any use of, or claims to, any Proprietary Property by any Person other than our Brand Members or us, you will notify us in writing no later than seven business days thereafter. Except pursuant to judicial process, you will not communicate with anyone except our legal counsel and us in connection with any such infringement, challenge, or claim. We have discretion whether we take any action in connection with any such infringement, challenge or claim, and we have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Proprietary Property. Such discretion includes determining whether or not to settle such infringement, challenge, or claim, and on what terms. You will sign all instruments and documents, render any assistance, and perform any acts that our attorneys deem necessary or advisable to protect and maintain our interest in any litigation or proceeding related to the Proprietary Property or otherwise to protect and maintain our interests in the Proprietary Property.

7.5. ***Our Right to Modify the Proprietary Marks.*** If, at any time, in our discretion, it becomes advisable to modify or discontinue the use of any Proprietary Mark or use one or more additional or substitute names or marks—for reasons including the rejection of any pending application for registration or revocation of any existing registration of any of the Proprietary Marks, or the existence of superior rights of senior users—you will do so at your sole expense within 30 days of our request.

7.6. ***Ownership; Inurement Solely to Us.*** Except as expressly granted in this Agreement, you have no ownership or other rights in the Proprietary Property. We are the owner, or authorized licensee, of the Proprietary Property. All goodwill associated with the Proprietary Property and the Lodging Facility inures directly and exclusively to our (or our licensor's) benefit. Such goodwill is our (or our licensor's) exclusive property, except to the extent it results from the profit received from the operation or possible permitted sale of the Lodging Facility during the Term. If, in any jurisdiction, you secure any rights whatsoever to any Proprietary Property not expressly granted under this Agreement, you will immediately notify us and assign all of your right, title and interest to such Proprietary Property not expressly granted under this Agreement to us (or our licensor). To that end, you will execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing our rights in and to the Proprietary Property, and the assignment of such Proprietary Property. If we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in this Section 7.6, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 7.6 with the same legal force and effect as if executed by you. The obligations of this Section 7.6 will survive any expiration or termination of the Agreement.

## **ARTICLE 8. BRAND MANUALS AND OTHER CONFIDENTIAL INFORMATION**

8.1. ***Confidential Use.*** To protect our reputation and goodwill, you will conduct your Lodging Facility in accordance with the Brand Standards. The Brand Standards are an integral part of this Agreement and have the same force and effect as if fully set forth in this Agreement. At all times, you and your owners will treat and maintain the Confidential Information as confidential and as our trade secrets. At all times, you and your owners will keep any hard copy versions of Confidential Information, including the Brand Manuals, in a secure area within the Property. Without our prior consent, you will not, at any time, copy, record, or otherwise reproduce any of the Confidential Information, in whole or in part. You will strictly limit access to the Confidential Information to your employees to the extent they have a "need to know" in order to perform their jobs and who are under a duty of confidentiality no less restrictive than your obligations under this Agreement. You agree to protect the Confidential Information from unauthorized use, access or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature and with no less than reasonable care. We may require you to have your employees and contractors execute individual undertakings and will have the right to regulate the form of and to be a party to or third party beneficiary under any such agreements with independent enforcement rights. For purposes of this Agreement, "**Confidential Information**" means the Brand Standards, our Brand Manuals, and any knowledge, know-how, technologies, processes, techniques, and any other information that we designate as confidential, proprietary, or trade secrets or that is not readily available in the public domain.

8.2. ***Periodic Revisions.*** We may periodically combine, update, amend, revise and change the Brand Standards. You will comply with each new or changed provision and the current version periodically in effect will supersede all prior versions. We may notify you of updates to the Brand Standards by posting them on our intranet, or in any other manner we elect. In the event of any dispute as to the contents of the Brand Standards (including those contained in the Brand Manuals), the terms contained in the standards we maintain at our home office are controlling. Revisions to the Brand Standards will be based on what we, in our discretion, deem in the best interests of the Brand, including promoting quality, enhancing goodwill, increasing efficiency, decreasing administrative burdens, or improving profitability of our Brand Members and us.

8.3. ***Deviation from Brand Standards.*** We may, in our discretion and as we may deem in the best interests of all concerned in any specific instance, vary standards for any Brand Member based upon the particular site or circumstances, such as density of population, business potential, population of trade area, or existing business practices. You are not entitled to any like or similar variation under this Agreement.

## **ARTICLE 9. TRANSFERS**

9.1. ***Transfer by Us.*** We maintain a staff to manage and operate the Brand and staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular manager,

owner, director, officer, or employee remaining with us in any capacity. We may change our ownership or form or assign this Agreement and any other agreement to a third party without restriction.

## 9.2. **Transfer by You.**

a. Unless otherwise expressly permitted by this Agreement, without our prior consent, you may not sell, assign, convey, or otherwise dispose of—voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise (including transfers upon death)—this Agreement or any direct or indirect interest in this Agreement, your Lodging Facility or substantially all of its assets. Any purported or attempted transfer by you—by operation of law or otherwise—in violation of this Agreement is null and void, and a material breach of this Agreement. For the purposes of this ARTICLE 9, the term “transfer” refers to any of the preceding actions. Notwithstanding the foregoing, we will not unreasonably withhold, condition, or delay our consent to a transfer if all of the conditions of Section 9.2.d are satisfied.

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

c. Neither you nor your owners (or their respective owners) may create, permit, or suffer a lien against, or pledge, mortgage, hypothecate, grant a security interest in, or in any manner encumber this Agreement (or any interest in this Agreement). Each of the acts described in the foregoing sentence is considered a transfer of an interest by you under Section 9.2.a.

d. Unless you satisfy all the following conditions—any of which we, in our discretion, may waive—we need not consent to a transfer of any interest in this Agreement:

i. all your accrued monetary obligations and all other outstanding obligations to our affiliates and to us have been satisfied;

ii. you are not in default under any provision of this Agreement or any other agreement between you and us, our affiliates, or any Third Party Agreement;

iii. you have executed a general release of all claims against us, our affiliates, and our and their respective officers, directors, owners, representatives, agents and employees (in their corporate and individual capacities);

iv. the transferee enters an assumption agreement, in form and substance satisfactory to us, under which it assumes all of your obligations under this Agreement; or, if we require, the transferee enters the form of membership agreement we then offer to new Brand Members (for a term equal to the then remaining Term of this Agreement) and such other ancillary agreements as we may require; the terms of such agreements may differ from those of this Agreement, including higher Membership Fees, Marketing Fees or Conference Fees;

v. the transferee or you pay us a transfer fee in the amount of 50% of the then-applicable initial fee for new Brand Members (the “**Transfer Fee**”); but if we require the transferee to enter a new membership agreement, the transferee need not pay any initial membership fee due under that new membership agreement, such Transfer Fee being in lieu of an initial membership fee;

vi. the transferee has satisfactorily completed our application procedures and meets our criteria for new Brand Members in effect at that time;

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

viii. the transferee has demonstrated to our satisfaction that it, he, or she has properly assumed, and will be able to comply with, all of its, his, or her obligations in connection with the Lodging Facility—if the Property is leased, the foregoing includes the transferee assuming the lease;

ix. if the Property is leased, the landlord allows you to transfer the lease or sublease the Property to the transferee;

x. if your owners or you finance any part of the purchase price, we reserve the right to require that you or your owners subordinate any of the transferee’s obligations under promissory notes or agreements with you or your security interests reserved in your Lodging Facility, to the transferee’s obligation to pay Membership Fees, Marketing Fees, Conference Fees, and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement;

xi. you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Lodging Facilities you own and operate) identify yourself or themselves or any business as a current

or former Lodging Facility or as one of our Brand Members; use any Proprietary Mark, any colorable imitation of a Proprietary Mark, or other indicia of a Lodging Facility in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us; and

- xii. the transferee and you timely satisfy any other conditions we reasonably impose.

Our approval of a proposed transfer is not an expression of our opinion concerning the appropriateness or fairness of the terms of the transfer or the likelihood of the transferee's success. If we disapprove of the transfer because all the transfer conditions contained in this Section 9.2.d or elsewhere in this Agreement have not been satisfied (or for any other reason), we have no liability of any nature to you or the transferee in connection therewith. Notwithstanding anything in this Agreement to the contrary, you may not make, permit, or suffer any transfer of this Agreement or any interest in this Agreement if you, or any of your direct or indirect owners, are the subject of either a voluntary or involuntary bankruptcy proceeding. For the purposes of the foregoing sentence, a debtor's or trustee-in-bankruptcy's assumption of this Agreement under Section 365 of the Bankruptcy Act (11 U.S.C. §365), or any other section of the Bankruptcy Act, is considered a transfer of this Agreement by you.

Our consent to a transfer does not constitute a waiver of (1) any claims we may have against you or (2) our right to demand the transferee's exact compliance with all the terms of this Agreement. Without limiting the foregoing, even if we approve the transfer, no transfer releases you of liability for your conduct prior to the transfer, including conduct in breach of this Agreement. You will execute any agreements or documents that we may request to evidence continuing liability for such conduct prior to the transfer.

## ARTICLE 10. DEFAULT AND TERMINATION

10.1. **Suspension.** If (a) you fail a QA Inspection, or (b) you fail to comply with any obligation or requirement imposed by this Agreement, as it may from time to time be revised or supplemented by the Brand Standards, and you fail to cure such default within two days, unless a longer cure period is specified in a notice of default we deliver to you, then, without any further notice to you, (i) you will immediately be suspended from the CRS, and (ii) we have the right, in our sole discretion, to suspend your access to any revenue-generating or revenue-related programs (such as group and corporate leads, and the Vantage Competitive Intelligence Program). However, all fees will continue to accrue during the suspension period. We will reinstate your rights only if you: (a) take all actions necessary to correct any deficiencies detected during the QA Inspection, or cure such default and provide evidence of cure satisfactory to us within the time frame stated in the notice, whichever is applicable; (b) pay our then current reactivation fee, if any; (c) comply with any PIP we may issue; and (d) comply with any other conditions of reinstatement we may reasonably impose, including a requirement that future payments be made by ACH. Exercising our suspension rights pursuant to this Section 10.1 does not preclude us from exercising any other rights and remedies—including our right to terminate this Agreement pursuant to Sections 10.2 or 10.3—if the applicable default has not been cured within any permitted cure period. Notwithstanding anything set forth in this Agreement, we reserve the right to immediately suspend your rights under this Agreement, without prior notice, if we reasonably believe the operation or condition of the Lodging Facility presents a potential threat to the life or safety of any person, or if you have been cited with the violation of any health, safety, or sanitation law, ordinance, or regulation.

10.2. **Termination by Us—After Notice and Right to Cure.** In addition to the defaults specified in Section 10.3, you are in default under this Agreement if you fail to comply with any other obligation or requirement imposed by this Agreement, as it may from time to time be revised or supplemented by the Brand Standards, including complying with Brand Standards relating to the cleanliness or sanitation of the Lodging Facility or the violation of any health, safety, or sanitation law, ordinance, or regulation. Except as otherwise provided in Section 10.3 or elsewhere in this Agreement, you have an opportunity to cure any default described in such notice and provide evidence of cure satisfactory to us, both of which must be accomplished within five days, unless a longer cure period was specified in the notice of default. A notice of default must briefly describe the nature of the default. Except as otherwise provided in Section 10.3 or elsewhere in this Agreement, if any default described in a notice of default is not cured and evidence of such cure provided to us within five days—or such longer period as applicable law may require—without any further notice to you, we may immediately terminate this Agreement. To the extent a cure is permitted under this Agreement, you have the burden of proving you properly and timely cured any default.

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

- a. you fail to pay us, any of our affiliates, or any required third party (for example, Dell/TACS) any amount due under this Agreement or any other agreement, within 30 days of when such amount is due;
- b. you or any of your owners have made or make any material misrepresentation in obtaining the License, including in any membership application submitted to us, or operating your Lodging Facility;

c. you abandon the Lodging Facility or, for more than seven consecutive days or 14 days in any calendar year, you cease to conduct the Lodging Facility at the Property; you, after the expiration of all redemption periods, lose the right to possess the Property; or you otherwise forfeit the right to do or transact business in the jurisdiction where the Lodging Facility is located;

d. a serious or imminent threat or danger to public health or safety results from constructing, maintaining, or operating the Lodging Facility and such threat or danger remains uncorrected for five days, regardless of any longer period of time that any governmental authority may have given you to cure such threat or danger, (during which time we may immediately, and without prior notice, suspend all of your rights under this Agreement pursuant to Section 10.1) after we or any governmental authority deliver written notice of the threat or danger (or such shorter cure period as the governmental authority may require)—unless a cure cannot be reasonably completed in such time, in which event you will immediately begin to take all reasonable steps to cure;

e. you, or any of your officers, directors, owners or managerial employees are convicted of, or plead nolo contendere to, a felony, a crime of moral turpitude or any other crime or offense that we believe is likely to have a material adverse effect on the Brand, the Proprietary Property, the goodwill associated with the Proprietary Marks, or our interest in any of the Proprietary Property, unless you immediately and legally terminate such individual as an officer, director, owner, or employee;

f. you deny us the right—or otherwise interfere with, impede, or impair our exercise of our right—to inspect the Lodging Facility or retrieve information from the PMS;

g. you or any of your officers, directors, owners or managerial employees engage in conduct that is harmful to, or reflects unfavorably on, you, us, or the Brand; or engage in conduct that exhibits a reckless disregard for the physical or mental well-being of employees, guests, our representatives, or the public at large—such conduct includes battery, assault, sexual harassment or discrimination, racial harassment or discrimination, harassment or discrimination based on religion, gender or sexual preference, alcohol or drug abuse, or other forms of threatening, outrageous, or unacceptable behavior;

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

i. except as expressly permitted by this Agreement, any Person attempts or purports to transfer any rights or obligations under this Agreement without our prior consent or otherwise breaches any of the provisions of ARTICLE 9;

j. any breach occurs under ARTICLES 7 or 8, or any other provisions related to Confidential Information or Proprietary Property;

k. you misuse or make any unauthorized use of the Proprietary Property or otherwise engage in conduct that may materially impair the goodwill associated with the Proprietary Property or our rights in the Proprietary Property;

l. you fail to procure or maintain any insurance required by this Agreement;

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

n. you have three or more guest complaints that have not been resolved to our reasonable satisfaction;

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

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

**10.4. Termination by Either Party.** Either of us may terminate this Agreement for any reason or no reason effective as of the 3rd, 6th, 9th, 12th, 15th and 18th anniversaries (and the equivalent anniversaries of any renewal Term) of the Billing Start Date (each of these windows, a “**BSD3 Anniversary**”). In order for you to terminate this Agreement on a

BSD3 Anniversary, you must not be in default of this Agreement as of the applicable BSD3 Anniversary. The terminating party must provide notice of its intention to terminate at least 90 days prior to the intended termination date, and all of your and our obligations will continue to apply through the end of the BSD3 Anniversary on which this Agreement is terminated.

10.5. **Right to Perform.** If you default in performing any of your obligations under this Agreement, we have the right (but not the duty) to perform your obligations. If we do, you will immediately reimburse us for the actual costs of so performing. If we exercise our rights under this provision, that will not affect our right to terminate this Agreement under Sections 10.2 through 10.4 above.

10.6. **Reinstatements and Extensions.** If termination or expiration of the Term would violate any applicable law, by written notice to you we may reinstate or extend the Term to comply with such law. Such reinstatement or extension will be for the period set forth in the notice. Any such reinstatement or extension will not waive any of our rights under this Agreement or otherwise modify those rights or this Agreement.

## ARTICLE 11. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon the expiration or sooner termination of this Agreement, all rights granted under this Agreement to you terminate immediately, and the sections of this ARTICLE 11 apply to the rights and obligations of the parties.

11.1. **Cease Operations.** You will immediately cease operating the Lodging Facility. You will not, directly or indirectly: (a) use any of the Proprietary Property; (b) represent yourself as a present or former Brand Member (including representation on any OTA site, distribution site, or other Internet sites), except to the extent required by federal or state franchise-registration and -disclosure laws; or (c) in any other way affiliate or associate yourself with the Brand. You will immediately cease all use of the Proprietary Marks and will take such steps as necessary to comply with Section 11.3, as well as such other steps regarding the de-identification of the Property from the Brand as set forth in the Brand Manuals or any notice of termination or acknowledgment of termination. Notwithstanding the foregoing, you will honor any advance reservations, including group bookings, made prior to the termination date at the rates and on the terms established when the reservations were made and pay when due all related commissions, booking fees, and other charges associated therewith.

11.2. **Payment of Outstanding Amounts.** We may retain all fees paid under this Agreement. In addition, within 10 days after the effective date of termination or expiration (or such later date(s) as it is determined that amounts are due to us), you will pay all Membership Fees, Marketing Fees, Conference Fees, Revenue Support Fees, amounts owed for products or services you purchased from our affiliates or us, and all other unpaid amounts you owe to us, our affiliates and all third parties under the Third Party Agreements.

11.3. **Distinguishing Operations.** In the manner we specify, you will immediately remove all identifying architectural superstructure and signage on or about the Property bearing our name or logos or any other of the Proprietary Marks, and otherwise cease all representations of affiliation with the Brand. Without limiting any obligation set forth in this Agreement, and not to the exclusion of any other obligation, you will remove all Proprietary Marks from: front-desk "independently owned and operated" signs; DOT/highway signs; billboards; property signage; entrance signage; building/wall-mounted signage; local yellow page ads; airport advertising; lobby display; rate/hotel law cards; stationery (guest and office); soap/amenity package; cups/glasses; property management system folio printouts; name tags/uniforms; ice buckets; guest service directory; travel/lodging directory; phone plate; matches; brochures, rack cards, flyers; guestroom door signage; do not disturb cards; pad/pencil/pen; guest comment cards; voicemail/auto-attendant; and social media sites. Upon request, you will hold for delivery to us, at your expense, all such property belonging to us. Until the time of its removal, any signage that you cannot remove within one business day of the expiration or termination of this Agreement must be completely covered (by you and at your expense) in such a manner that our intellectual Property is not visible whether the sign lighting is on or off. Until all modifications and alterations required by this Section 11.3 are completed, you will: (i) maintain a conspicuous sign, in the form we specify, at the Property stating that your facilities are no longer associated with our Brand; and (ii) advise all guests or prospective guests telephoning your business that you and your business are no longer associated with our Brand. If you fail or refuse to comply with the requirements of this Section 11.3, we may enter upon the Property to make, or cause to be made, the required modifications, alterations, and changes. We do so at your expense, without responsibility for any actual or consequential damages to the property of you or others, and without liability for trespass or other tort or criminal act.

11.4. **Return of Materials.** At your expense, you will immediately deliver to us at our then current headquarters all tangible and intangible Proprietary Property (together with all copies and any other forms of reproductions of such materials) in your possession or control. All such Proprietary Property, as well as all copies and reproductions of such Proprietary Property, are our exclusive property.



#### 11.5. **Accelerated Fees; Other Damages.**

a. Upon the termination of this Agreement by you without cause (but not on a BSD3 Anniversary) or by us pursuant to Section 10.2 or 10.3, you will pay us the following fees (calculated in each case as of the termination date):

i. if you have not elected to pay the Membership Fees as a percentage of Gross Rooms Revenue, you will pay us a lump-sum payment equal to the Membership Fees, Marketing Fees, Conference Fees, and Revenue Support Fees payable for the period from the termination date through the earlier of (a) 36 months following the termination date or (b) the end of the Term; or

ii. if you have elected to pay Membership Fees as a percentage of Gross Rooms Revenue, you will pay us the product of (x) the average of the monthly Membership Fees payable for the most recently completed 12-month period (or the actual number of months for which your property has been billed monthly Membership Fees, if fewer than 12) multiplied by (y) the lesser of (i) 36 or (ii) the number of full months remaining until the end of the Term; plus the Marketing Fees, Conference Fees, and Revenue Support Fees payable for the period from the termination date through the earlier of (a) 36 months following the termination date or (b) the end of the Term.

This is not a penalty, but a bona fide estimate of our liquidated damages arising from such early termination. You and we agree that the calculation described in this Section is a calculation only of the damages that we would suffer due to the loss or interruption of the revenue stream we otherwise would have derived from your continued payment of Membership Fees, Conference Fees and Revenue Support Fees, and that the Marketing Program would have otherwise derived from your continued contributions to the program, less any cost savings, and that nothing herein shall preclude or limit us from proving and recovering any other damages caused by your breach of this Agreement.

b. If you fail to comply with all of your obligations under Section 11.3 within 30 days after the expiration or sooner termination of this Agreement, you will pay us \$500 for each day in which you are in breach of such obligations. You need not pay this \$500 per day fee if you can demonstrate by clear and convincing evidence satisfactory to us that it was impossible for you to timely cease or cause the cessation of any use of any Proprietary Marks we assert has not been timely ceased. The foregoing daily fee does not include the amount of any expenses we may incur to remove or cause the cessation of any such use (including legal fees), which amount you will pay us on demand.

c. The payments described in this Section 11.5 are not penalties. A precise calculation of the full extent of damages that we will incur if this Agreement terminates cannot be reasonably determined. Nevertheless, each lump-sum payment provided under this Section 11.5 is reasonable in light of the damages that we may reasonably be expected to incur as a result of either such event. Each sum is not a penalty and is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. Each sum does not represent a price for the privilege of not performing and each sum's payment does not represent an alternative manner of performance. Accordingly, this Section 11.5 does not preclude, nor is it inconsistent with, a court granting us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Our rights to specified damages, accelerated fees, and specific performance or any other equitable relief are not mutually exclusive.

### ARTICLE 12. REPRESENTATIONS AND WARRANTIES

12.1. **Bankruptcy.** You represent and warrant that: (a) you are not insolvent; (b) a petition in bankruptcy is not currently effective with respect to you; and (c) you are not currently contemplating filing a petition in bankruptcy.

12.2. **No Reliance.** Except as expressly provided in this Agreement, we make no representations, warranties, or guarantees upon which you may rely. We do not assume any liability or obligation to you by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement; or by reason of any neglect, delay, or denial of any request therefor unless such conduct would otherwise constitute a breach of one of our express obligations under this Agreement.

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

12.4. **True Copies.** You represent and warrant that copies of all documents you furnish to us in connection with obtaining the License, and as required in the future, have been and will be true and complete copies of such documents (including all amendments or modifications to such documents) and contain no misleading or incorrect statements or material omissions.

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



12.6. **Acknowledgement of Risk.** You acknowledge and agree to the following:

a. YOUR SUCCESS IN OWNING AND OPERATING THE LODGING FACILITY IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS. SUCH FACTORS INCLUDE, TO A LARGE EXTENT: YOUR INDEPENDENT BUSINESS ABILITY; THE QUALITY AND LOCATION OF THE PROPERTY; YOUR EXPERIENCE IN OPERATING A LODGING FACILITY; YOUR EFFORTS AT LOCAL SALES AND MARKETING; AND THE LEVEL OF CUSTOMER SERVICE PROVIDED BY YOU AND YOUR STAFF TO GUESTS OF THE LODGING FACILITY. EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT, NO REPRESENTATIONS OR PROMISES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY US OR ANY OF OUR EMPLOYEES, BROKERS, OR REPRESENTATIVES, TO INDUCE YOU TO ENTER INTO THIS AGREEMENT. NO EMPLOYEE, OFFICER, DIRECTOR, BROKER OR REPRESENTATIVE OF OURS IS AUTHORIZED TO DO OTHERWISE.

b. YOU ACKNOWLEDGE THAT, IN ALL OF YOUR DEALINGS WITH OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, SUCH INDIVIDUALS ACT ONLY IN THEIR REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT AND ALL BUSINESS DEALINGS BETWEEN YOU AND SUCH INDIVIDUALS AS A RESULT OF THIS AGREEMENT ARE SOLELY BETWEEN YOU AND US.

12.7. **Antiterrorism Laws.** You acknowledge that the President of the United States of America has issued Executive Order 13224 (the "**Executive Order**") prohibiting transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures. We therefore require certain representations and covenants that the parties with whom we deal are not directly or indirectly involved in terrorism. Therefore, you represent and covenant that neither you nor any of your employees, agents, representatives or, as applicable, your principals, members, officers or directors, nor any other person or entity associated with you is, or will become during the term of this Agreement, a person or entity listed in the Annex to the Executive Order; or a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those Person and entities listed in the Annex to the Executive Order are referred to in this Agreement as "**Terrorists**"); or a person or entity who assists, sponsors or who supports Terrorists or acts of terrorism ("**Sponsors of Terrorism**"); or owned or controlled by Terrorists or Sponsors of Terrorism.

12.8. **Operational Control.** Notwithstanding anything set forth in this Agreement or in the Brand Manuals, you are solely responsible for the conduct of your Lodging Facility. You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the operation of your Lodging Facility. You agree that any employee, agent or independent contractor that you hire will be your employee, agent or independent contractor, and not our employee, agent or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, training, discipline, supervision and record keeping. You agree to manage the employment functions of your Lodging Facility in compliance with federal, state, and local employment laws.

## ARTICLE 13. GENERAL PROVISIONS

13.1. **INDEMNIFICATION.** YOU WILL INDEMNIFY AND HOLD HARMLESS OUR AFFILIATES AND US, AND THEIR AND OUR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, MANAGERS AND REPRESENTATIVES (EACH, AN "**INDEMNIFIED PARTY**") FROM ANY AND ALL ACTIONS, JUDGMENTS, DAMAGES, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, EVEN IF INCIDENT TO APPELLATE, POST-JUDGMENT, OR BANKRUPTCY PROCEEDINGS) TO WHICH ANY INDEMNIFIED PARTY BECOMES SUBJECT OR THAT IT INCURS ARISING FROM OR RELATING IN ANY MANNER TO YOUR OWNERSHIP OR OPERATION OF THE LODGING FACILITY. IN NO EVENT, HOWEVER, NEED YOU INDEMNIFY US FOR ANY MATTER CAUSED DIRECTLY BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT, THIS INDEMNITY WILL CONTINUE IN FULL FORCE AND EFFECT.

13.2. **Independent Status.** This Agreement does not create a fiduciary relationship between you and us. You are an independent contractor. Unless expressly provided to the contrary, nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose whatsoever. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf. You will not incur any debt or other obligation in our name. You will take such affirmative action as we request to disclose to the public that you are an independent contractor. You will place and maintain a plaque in a conspicuous place at the front desk of the Lodging Facility and a notice on all stationery, menus, business

cards, sales literature, contracts, and similar documents that states that the Lodging Facility is independently owned and operated by you under a License from us. The content of such plaque and notice is subject to our prior approval.

13.3. **Release of Prior Claims.** By executing this Agreement, you, and each of your successors, forever release and discharge us and our affiliates, franchise sales brokers, if any, and other agents, and their and our respective owners, officers, directors, representatives, employees and agents, from any and all claims of any kind, in law or in equity, that may exist as of the Agreement Date relating to this Agreement or any other agreement between the parties, or relating in any other way to the conduct of our affiliates, its delegates, franchise sales brokers, if any, or other agents, and our and their respective officers, directors, representatives, employees and agents before the Agreement Date, including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, business opportunity, securities, antitrust or other laws of the United States, any state or locality.

13.4. **Amendments; Binding Effect; Survival.** The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought and making specific reference to this Agreement. This Section 13.4 is subject to the terms of Sections 8.2, 13.5, and 13.9. All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective legal representatives, heirs, successors, and permitted assigns. All our and your respective obligations that expressly or by their nature survive the expiration or sooner termination of this Agreement continue in full force and effect subsequent to and notwithstanding its expiration or termination.

13.5. **Modification of the Brand.** From time to time after the Agreement Date, we may change or modify the Brand. You will accept, and are bound by, such changes to and modifications of the Brand as if they were part of this Agreement at the time it was executed. You will make all such expenditures as we may reasonably require to timely and expeditiously implement and comply with such changes or modifications. Notwithstanding the foregoing, we will not increase any mandatory fees that are solely under our control, or impose any material changes to the Brand, without consulting with the Membership and, if appropriate (in our determination), without the affirmative vote of at least 60% of the Voting Members, subject to our right to increase our fees based on CPI.

13.6. **No Disparagement.** Both during and after the Term, neither you nor any of your owners may disparage, by any means or via any medium, either our affiliates or us or any of their or our respective officers, directors, stockholders, employees, or representatives, any other Brand Members, any aspect of the Brand, or any other of our brand concepts or those of our affiliates.

13.7. **Notices.** All notices, requests, approvals, demands, consents and other communications required or permitted under this Agreement must be in writing and will be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission if by e-mail (as long as the sender confirms the e-mail by delivering an original confirmation copy by mail or expedited delivery service, in accordance with this Section 13.7, within three days after transmission); or (c) on the date upon which the return receipt is signed or delivery is refused if mailed by registered or certified mail (postage prepaid), return receipt requested. Each notice must be addressed to the appropriate party at its address set forth in Schedule 13.7 or to such other address as that party may designate by notice complying with the terms of this Section 13.7.

13.8. **Headings; Representation; Use of Certain Terms.** The headings and subheadings contained in this Agreement are for convenience of reference only. They must not be considered a part of this Agreement and do not limit or otherwise affect, in any way, the meaning or interpretation of this Agreement. Each of the parties has been or has had the opportunity to have been represented by their own counsel throughout the negotiations, as well as at the execution of this Agreement and all the other documents executed incidental to this Agreement. Therefore, none of the parties may claim or assert that any provision of this Agreement or of the other documents should be construed against the drafter of such provision or this Agreement. As used in this Agreement, the term, "including (include)" means "including (include) without limitation." The term "or" (as in "A or B") means "A or B or both."

13.9. **Severability; Waivers.** If it turns out that a particular term is not enforceable, this will not affect any other term, and we may, in our discretion, modify any unenforceable term to the extent required to be valid and enforceable. In addition, if any applicable law requires greater prior notice of termination or nonrenewal of this Agreement, or the taking of some action not required under this Agreement, the greater prior notice or other action required by such law will be substituted in its place. Unless we elect to give them greater applicability, the foregoing substitutions and modifications to this Agreement are effective only in the jurisdiction in which they are required. If you do not comply with the terms of this Agreement, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

13.10. **Governing Law; Jurisdiction and Venue.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), this Agreement and any other agreement relating thereto, and all transactions contemplated thereby, as well as our offer, sale, or

negotiation of a Lexington franchise or the relationship of the parties arising therefrom or from entering this Agreement, are governed by, and must be construed and enforced in accordance with, the internal laws of the State of Florida, without regard to its conflict-of-laws principles. NOTWITHSTANDING THE FOREGOING, ANY STATUTES OF THE STATE OF FLORIDA REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES, OR SIMILAR INTERESTS OR GOVERNING THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES TO THIS AGREEMENT, OR BETWEEN US AND YOUR GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. Subject to Section 13.11, jurisdiction and venue for all actions arising out of or relating to this Agreement or otherwise as a result of the relationship between you and us will be in any court of competent jurisdiction in Broward County, Florida.

**13.11. Arbitration.** You and we agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective owners, officers, directors, and/or agents, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to the scope or validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration obligation under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court) must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the then-current Commercial Arbitration Rules of the AAA. All proceedings will be conducted at a suitable location chosen by the arbitrator which is within a 50 mile radius of our then current principal place of business (currently, Coral Springs, Florida). All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator shall issue only a standard decision and not a reasoned decision. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (as allowable under this Agreement or applicable law), provided that the arbitrator may not declare any Proprietary Marks owned by us or our affiliates generic or otherwise invalid or award any punitive, exemplary or multiple damages against either party (we and you hereby waiving to the fullest extent permitted by law any right to or claim for any punitive, exemplary or multiple damages against the other).

You and we agree that arbitration will be conducted on an individual basis and that an arbitration proceeding between us and our affiliates, and our and their respective owners, officers, directors, or agents, and you (or your owners, guarantors, affiliates, or employees) may not be: (i) conducted on a class-wide basis; (ii) commenced, conducted or consolidated with any other arbitration proceeding between us and any other person; or (iii) brought on your behalf by any association or agency. Notwithstanding the foregoing or anything to the contrary in this Section 13.11 or Section 13.9, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 13.11, then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Article 13 (excluding this Section 13.11).

Despite your and our agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this Section.

You and we agree that, in any arbitration arising as described in this Section, there shall be no interrogatories or requests to admit. With respect to any electronic discovery, you and we agree that where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, subject to allocation of costs in the final award as provided herein. In any arbitration arising out of or related to this Agreement, each side may take three discovery depositions. Each side's depositions are to consume no more than a total of 15 hours. There are to be no speaking objections at the depositions, except to preserve privilege. The total period for the taking of depositions shall not exceed six weeks. Except as provided otherwise in this Section, all discovery shall be conducted in accordance with the Federal Rules of Civil Procedure.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

**13.12. Exceptions to Arbitration; Equitable Relief.** Notwithstanding anything in this Agreement to the contrary, the obligation to arbitrate is not binding upon any of the parties with respect to any of the following matters: (i) claims relating to the Proprietary Property; (ii) claims relating to your obligations upon termination or expiration of this Agreement; or (iii) claims relating to any transfer of an interest in you, the Lodging Facility or your assets, or this Agreement. The Lodging

Facility is intended to be one of a large number of lodging facilities identified by the Proprietary Marks. Consequently, a single Brand Member's failure to comply with the terms of its membership agreement is likely to cause irreparable damage to us, and damages at law would, therefore, be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of any of the terms of the Agreement by you, we may seek an injunction restraining such breach or a decree of specific performance (together with recovery of reasonable attorneys' fees and costs incurred in obtaining such equitable relief). We may do so without demonstrating or proving any irreparable damage. Moreover, we may seek such relief without posting any bond or security. If a court of competent jurisdiction, nevertheless, requires a bond or security, a bond or security of \$1,000 will be adequate. The foregoing equitable remedies are in addition to all other rights or remedies to which we may otherwise be entitled because of any breach of this Agreement by you. Notwithstanding anything in this Agreement to the contrary, we may seek injunctive relief in any jurisdiction that has jurisdiction over you.

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

**13.14. WAIVER OF PUNITIVE DAMAGES CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES MUTUALLY AND WILLINGLY WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, EACH IS LIMITED TO RECOVERING ONLY THE ACTUAL DAMAGES IT SUSTAINS.

**13.15. WAIVER OF JURY TRIAL.** THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE—INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS—WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES.

**13.16. NO CLASS ACTIONS.** YOU AGREE THAT, FOR THE SYSTEM TO FUNCTION PROPERLY, WE AND OUR AFFILIATES SHOULD NOT BE BURDENED WITH THE COSTS OF ARBITRATING OR LITIGATING SYSTEMWIDE CLAIMS. ACCORDINGLY, YOU AGREE THAT ANY DISAGREEMENT BETWEEN THE PARTIES WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS, CONTROVERSIES AND DISPUTES MAY ONLY BE BROUGHT BY YOU ON AN INDIVIDUAL BASIS AND MAY NOT BE CONSOLIDATED WITH ANY CLAIM, CONTROVERSY OR DISPUTE FOR OR ON BEHALF OF ANY OTHER BRAND MEMBER OR BE PURSUED AS PART OF A CLASS ACTION OR MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION AGAINST US OR OUR AFFILIATES.

**13.17. Consents, Authorization, Approvals or Other Satisfaction.** Whenever our consent, authorization, approval, or other satisfaction (collectively, "Approval") is required under this Agreement, unless such Approval is in writing and signed by a duly authorized executive officer, such Approval is not binding upon us. No other officer, employee, or agent of us has authority to execute Approval on our behalf. Our Approval, whenever required, may be withheld if any default by you exists under this Agreement. Unless the Agreement expressly states otherwise, any Approval of ours under or arising out of this Agreement will be granted or withheld in our discretion and judgment. Further, any Approval provided by us under or arising out of this Agreement is not, directly or indirectly, a representation or warranty (including whether the Lodging Facility will be profitable or whether your sales will attain any predetermined levels) relating to the subject of such Approval. Such Approval is an expression only that our minimum requirements for us to grant it have been met, or waived, in our discretion. Additionally, you will not claim that the provision or withholding of any Approval by us imposes any liability on us.

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

**13.19. Third Parties; Limited Power of Attorney.** The terms of this Agreement control the relationship between you and us. Except as provided in this Agreement, they do not create any third party beneficiary rights. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that each of their respective owners, officers, directors, employees, agents, attorneys and other representatives are third party beneficiaries of the provisions of Sections 12.6, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15 and 13.16. You hereby irrevocably designate and appoint us and

our duly authorized officers and agents as your agent and attorney-in-fact to effectuate any Member-approved initiatives (for example, merchant programs).

13.20. **Owner Guaranty.** Each person with a 20% or greater beneficial or legal ownership interest in you will execute a guaranty in substantially the form attached as Exhibit A to this Agreement. Each of such parties agrees that he or she is jointly and severally liable with each other and you for the timely and complete performance of your obligations under the Agreement, as they may be modified from time to time (with or without that party's consent). The spouse of each guarantor may also be required to acknowledge the guaranty.

13.21. **Management Company.** If the Lodging Facility will be managed by a management company (the "**Management Company**"), the Management Company will enter the Management Company Joinder set forth at the end of this Agreement. By doing so, the Management Company agrees that it is bound by all of the terms of this Agreement as if it were you under this Agreement and agrees that it is jointly and severally liable with you for all your obligations under this Agreement, except with respect to the actual payment of any amounts due to any third parties, our affiliates or us pursuant to this Agreement (however, the Management Company will be obligated to ensure that such payments are made by you). In addition, you represent and warrant that, if there is a Management Company, the Management Company has been expressly authorized by you to manage the Lodging Facility. You may change the Management Company from time to time; however, you must give us 10 days' prior notice and the new Management Company must execute a joinder agreement acceptable to us.

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

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

|                                     |                   |
|-------------------------------------|-------------------|
| US:                                 | YOU:              |
| <b>VANTAGE FRANCHISING, INC.</b>    | _____             |
| By: _____                           | By: _____         |
| Print Name: _____                   | Print Name: _____ |
| Its: _____                          | Its: _____        |
| *Date: _____                        | Date: _____       |
| *(Agreement Date of this Agreement) |                   |

**MANAGEMENT COMPANY JOINDER**

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

MANAGEMENT COMPANY:

\_\_\_\_\_

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

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

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

**Schedule 1.2**

**Designation as Lexington Inn or Lexington Hotel**

The Lodging Facility will be designated as a (check applicable box):

☐ Lexington Inn

☐ \_\_\_\_\_, a Lexington Legacy Inn  
(subject to our approval)

☐ Lexington Hotel or

☐ \_\_\_\_\_, a Lexington Legacy Hotel  
(subject to our approval)

The Lodging Facility will operate under the following name (subject to our approval):

(for example, Lexington Inn & Suites; Lexington Hotel San Francisco)

\_\_\_\_\_  
Total number of Guest Rooms (including suites) in the Lodging Facility: \_\_\_\_\_

Number of suites in the Lodging Facility: \_\_\_\_\_

**Schedule 5.2**

**Opening Date for New Construction**

Month: \_\_\_\_\_

Day: \_\_\_\_\_

Year: \_\_\_\_\_

**Schedule 5.14**  
**Insurance Requirements**

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

i. commercial general liability ("CGL") insurance for any claims or losses arising or resulting from the operations/premises of the Property with combined single limits of \$2,000,000 per occurrence for bodily injury and property damage liability and a general aggregate limit not less than \$10,000,000, which will apply on a per location basis as evidenced by specific endorsement. Limits may be met by a combination of CGL and umbrella or excess liability insurance policies on a follow form basis. Such insurance will include premises and operations, independent contractors, blanket contractual, products and completed operations, advertising injury, employees as additional insureds, broad form property damage, personal injury, incidental medical malpractice, severability of interests, innkeeper's and safe deposit box liability, and explosion, collapse and underground coverage during any construction;

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

iii. boiler & machinery insurance against loss or damage from explosion of boilers or pressure vessels to the extent applicable;

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

v. workers' compensation insurance in statutory amounts for all your employees and employer's liability insurance in amounts not less than \$100,000 per accident/disease;

vi. liquor liability (applicable only when or if you distribute, sell, serve, or furnish alcoholic beverages) for combined single limits of bodily injury and property damage liability of not less than \$1,000,000 per occurrence;

vii. automobile liability insurance including owned, non-owned and hired vehicles for combined single limits of bodily injury and property damage of not less than \$1,000,000 per occurrence;

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

ix. fidelity bond coverage or crime insurance on all employees in an amount not less than \$100,000.

Additionally, we strongly recommend that you carry employment practice liability insurance.

b. **Insurance Requirements.** Each of the insurance policies required by this Agreement will: (i) be written by an insurance company reasonably satisfactory to us with a Best rating of "A" or better and licensed or otherwise permitted to do business in the state where the Property is located; (ii) not include any deductible greater than \$25,000, or such higher amount as is customary for the industry and approved by us; (iii) to the extent legally permissible, name Vantage and us, our and its affiliates, and our and their respective officers, directors and employees as additional named insureds and loss payees for all liability coverage policies; (iv) be specifically endorsed to provide that the coverages will be primary and that any insurance carried by any additional insured will be excess and non-contributory; and (v) provide that all coverages afforded to us (and our affiliates) will be coextensive with the coverage provided to you or any named insured on such policy, and any language in such policy that purports to limit the coverage available to us (and our affiliates) will be deemed deleted as to us (and our affiliates). At any time, we may adjust the amounts of coverage required under such insurance policies and require different or additional kinds of insurance, including excess liability insurance. We may do so to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other changes in circumstances or factors that we consider relevant. All insurance may be effected under policies of blanket insurance which cover your other properties and affiliates so long as such blanket insurance satisfies the requirements of this Agreement.



c. **Evidence of Insurance.** No later than 10 days from the Agreement Date, and in any event, prior to opening your Lodging Facility as a Lexington-branded lodging facility, an approved insurance company must issue a certificate of insurance showing compliance with the insurance requirements of this Schedule 5.14 and a policy endorsement designating our affiliates and us as additional named insureds (if applicable), and together therewith you must furnish us with a paid receipt showing the certificate number. The certificate of insurance or policy endorsement must include a statement by the insurer that the policy or policies must not be canceled, subject to non-renewal, or materially altered without at least 30 days' prior notice to us. Upon our request, you must supply us with copies of all insurance policies and proof of payment. You will deliver renewal certificates and policy endorsements designating our affiliates and us as additional named insureds (or certified copies of the policies if requested by us) together with a paid receipt showing the certificate number not less than 10 days prior to each insurance policy's renewal date.

d. **Waiver of Subrogation.** To the extent this paragraph may be effective without invalidating, or making it impossible to secure, insurance coverage from responsible insurance companies doing business in the state in which the Lodging Facility is located (even though an extra premium may result), with respect to any loss covered by insurance we and you then carry, neither party's insurance companies have any right of subrogation against those of the other. We, or our insurer, may participate in discussions with your insurance company or any claimant (in conjunction with your insurance company) regarding any claim.

e. **Your Failure to Maintain Insurance.** If, for any reason, you fail to procure or maintain the insurance required by this Agreement (as revised from time to time by us), we have the right (but not the duty) to immediately procure such insurance and may do so through an affiliated insurance agency. We may procure less than the amount of insurance required by this Agreement and will not be liable to you if the amount we procure is insufficient to cover your risks. If we do procure such insurance, we may charge the cost of such insurance to you. Upon demand, you will immediately pay us such charges, together with a reasonable fee for our expenses in so acting. The insurance maintained by us does not in any way limit or affect your obligation to obtain and maintain the foregoing policy or policies in the amounts specified in this Schedule 5.14. Our performance of your obligations will not relieve you of liability under the indemnity provisions set forth in this Agreement.

#### Schedule 6.1.d Membership Fees

You are required to choose one of the following Membership Fee options as of the Agreement Date. You may change your Membership Fee option as of any Anniversary of your Billing Start Date if you provide us notice at least 90 days prior to such Anniversary. "**Membership Fee**" means an amount equal to either (check the applicable box):

- ☐ the product of \$35 times the number of Guest Rooms; or
- ☐ 4% percent of monthly Gross Rooms Revenue.

If, by reason of state or other law, we are prohibited from receiving a percentage of certain components of Gross Rooms Revenue, you will pay us an equivalent amount by increasing the Membership Fee percentage applied to Gross Rooms Revenue exclusive of the prohibited components.

If you elect to pay your Membership Fee as a percentage of Gross Rooms Revenue, the following additional provisions will apply:

- On the fifth day of the month commencing with the month of the Billing Start Date, and within five days after the end of each subsequent calendar month during the Term, you will send us a statement (in the form prescribed by us from time to time) showing the Gross Rooms Revenue, occupancy and other related information that we request for the immediately preceding month (each, a "**Monthly Statement**"). Each Monthly Statement will be accompanied by a certification (signed by your controller, CFO or equivalent) that it is true and accurate in all material respects. If you fail to deliver any required Monthly Statement by its due date, you will pay us a late charge equal to the greater of (a) 1.5% of your previous month's Membership Fee and (b) \$100. In our discretion, we may retrieve such information through any automated information reporting systems we designate from time to time, including the PMS, however we are not required to do so, and our decision to do so does not relieve you of your obligation to provide us with the Monthly Statement.

- If you fail to deliver any Monthly Statement by its due date, we will bill you, and you will pay within 25 days of the date of the invoice, Membership Fees based on 110% of the Membership Fee otherwise payable by you if you were paying on a flat fee per Guest Room per month (the "**Default Membership Fee**") and late fees (if any). You will have 15 days from the date of the invoice to notify us in writing if you dispute the amount that you were billed and to provide us with the Monthly Statement and certification referenced above; if you do not do so, then you will not be entitled to any adjustment or credit if you subsequently provide us with the Monthly Statement. You must pay the Default Membership Fee and late fees (if any) when due, even if you have delivered the Monthly Statement (past its due date). If we agree with you after a review of the Monthly Statement that your Membership Fee due for that month based on your Gross Rooms Revenue was less than the Default Membership Fee you paid, we will credit your Membership Fee the following month. If the amount reflected on your Monthly Statement is greater than the Default Membership Fee (or if we retrieve the necessary information from your PMS ourselves and it reflects that the Membership Fee payable for that month was greater than the Default Membership Fee), then we will invoice you for, and you will promptly pay, the difference the following month.

- You will, in a manner and form satisfactory to us and utilizing accounting and reporting standards as reasonably required by us, prepare on a current basis (and preserve for no less than seven years), complete and accurate records concerning Gross Rooms Revenue and all financial, operating, marketing and other aspects of the Lodging Facility specified by us from time to time (collectively, "**Lodging Facility Data**"). Lodging Facility Data includes all bank statements, federal tax returns, state tax returns, local occupancy tax returns, daily revenue reports, monthly and annual revenue summary reports, maid logs, guest registration folios and complete annual financial statements (profit and loss statements, balance sheets and cash flow statements). You will also maintain an accounting system that fully and accurately reflects the Lodging Facility Data and all financial aspects of the Lodging Facility and its operations. The Lodging Facility Data will be maintained at the Lodging Facility or, upon notification to us, at your principal place of business. Nothing in the foregoing will limit us from reviewing Lodging Facility Data that is older than seven years or from recovering amounts owed to us from any period of time during the Term.

- At any reasonable time during the Term, and during the three-year period beginning on the expiration or sooner termination of this Agreement, we (or our representatives) may perform an audit of

your books and records regarding Gross Rooms Revenue. If an inspection reveals that any month's Gross Rooms Revenue reported to us has been understated by at least 5% in any report, you, upon demand, will immediately pay us the amount to which we are actually entitled but have not been paid because of such understatement, plus a fee equal to the greater of (a) 1.5% of your most recent month's Membership Fee and (b) \$100. In addition, if any audit discloses that you have for any month or longer period understated the amount of the Membership Fee actually due us by 10% or more, you must reimburse us for the costs and expenses connected with the audit (including reasonable accounting and attorneys' fees and costs). The remedies in this paragraph are in addition to any other remedies we may have under this Agreement or under applicable law. If an audit discloses an overpayment of any amount paid by you to us, we will promptly pay you the amount of such overpayment or offset such overpayment against any amounts owed to us. The provisions of this paragraph survive the expiration or sooner termination of this Agreement.

**Schedule 6.1.f  
Revenue Support Fees**

| <u><b>Room<br/>Count</b></u> | <u><b>Segment</b></u> |                          |                  |                |                    | <b>Primary<br/>Suburb</b> | <b>Primary<br/>Metro</b> |
|------------------------------|-----------------------|--------------------------|------------------|----------------|--------------------|---------------------------|--------------------------|
|                              | <b>Tertiary</b>       | <b>Rural<br/>Highway</b> | <b>Secondary</b> | <b>Airport</b> | <b>Destination</b> |                           |                          |
| <b>40-49</b>                 | \$149                 | \$149                    | \$159            | \$169          | \$169              | \$169                     | \$179                    |
| <b>50-59</b>                 | \$149                 | \$159                    | \$159            | \$169          | \$169              | \$169                     | \$179                    |
| <b>60-74</b>                 | \$149                 | \$159                    | \$159            | \$169          | \$169              | \$169                     | \$179                    |
| <b>75-99</b>                 | \$159                 | \$169                    | \$169            | \$179          | \$179              | \$179                     | \$189                    |
| <b>100-119</b>               | \$169                 | \$179                    | \$179            | \$199          | \$199              | \$199                     | \$199                    |
| <b>120+</b>                  | \$179                 | \$189                    | \$189            | \$199          | \$199              | \$199                     | \$199                    |

## **Schedule 6.7 Booking Fees**

### **By Reservation Channel:**

- Brand Website/Booking Engine: \$6.50 per completed reservation
- Call Center/Voice: \$1.50 per call plus \$4.50 per completed reservation
- IDS/Third Party Internet Sites per Reservation:
  - CRS Fee: \$6.50 per completed reservation
  - Pegasus Transaction/Switch Fee: \$6.00 per completed reservation
  - Travel Agent/Website Host Commission: varies; typically 10% of gross reservation amount
- GDS (Sabre/Galileo/Worldspan/Amadeus):
  - CRS Fee: \$6.50 per completed reservation
  - Pegasus Transaction/Switch Fee: \$6.00 per completed reservation
  - Travel Agent/Website Host Commission: varies; typically 10% of gross reservation amount
- Direct Connect (if used by Lodging Facility): \$4.50 per completed reservation (plus applicable commission)

### **Other Booking Fees:**

- Dell/TACS Fees: \$0.85 per financial transaction (completed booking with a commission due to an agency) and \$0.10 for non-financial transactions (a booking representing a non-commissionable rate, net rate, cancellation or no-show)

\*These booking fees are subject to change by the applicable third party.

**Schedule 13.7  
Contact Information**

**You:**

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E-mail: 

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**Us:**

Vantage Franchising, Inc.  
Attn: Lexington Brand Manager  
3300 N. University Drive, Suite 500  
Coral Springs, Florida 33065  
(954) 575-2668  
(877) 539-7171  
E-mail: [franchiserelations@vantagefranchising.com](mailto:franchiserelations@vantagefranchising.com).  
[www.JoinLexington.com](http://www.JoinLexington.com)

**Exhibit A**  
**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

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

In consideration of, and as an inducement to, the execution of that certain Membership Agreement of even date (the "Agreement") by Vantage Franchising, Inc. (the "Franchisor"), and \_\_\_\_\_ ("Brand Member"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Brand Member shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he may have to require that an action be brought against Brand Member or any other person as a condition of liability. Each of the undersigned consents and agrees that: (1) his direct and immediate liability under this guaranty shall be joint and several; (2) he shall render any payment or performance required under the Agreement upon demand if Brand Member fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Brand Member or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Brand Member or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Guarantor hereby consents and agrees that:

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

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

(c) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Brand Member or any assignee or successor of Brand Member or by any abandonment of the Agreement by a trustee of Brand Member. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Brand Member or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

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

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

Guarantor agrees to be personally bound by the arbitration obligations under Section 13.11 of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 13.11 of the Agreement in accordance with its terms.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his signature on the same day and year as the Agreement was executed.

**GUARANTOR(S)**

**PERCENTAGE OWNERSHIP IN BRAND MEMBER**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Guarantor's Spouse

\_\_\_\_\_  
Signature of Guarantor's Spouse

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Guarantor's Spouse

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Signature of Guarantor's Spouse

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Name of Guarantor

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Name of Guarantor's Spouse

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Signature of Guarantor's Spouse

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Name of Guarantor

\_\_\_\_\_  
Name of Guarantor's Spouse

\_\_\_\_\_  
Signature of Guarantor's Spouse

**Exhibits to Membership Agreement**

**TACS Agreement - Exhibit 5.9.i**

**VOILÀ® Agreement - Exhibit 5.9.ii**

**(See Attached)**

# DEBIT AUTHORIZATION

Debits in the US and Canada

## Dell Services

Park West at Dulles Corner

13880 Dulles Corner Lane

Herndon, Virginia 20171-4600 USA

This is a Debit Authorization dated \_\_\_\_\_  
DD/MM/YYYY

in favor of Dell Services.

TACS ID \_\_\_\_\_

Account Holder hereby authorizes Dell and its designated affiliates to initiate debit entries by electronic transfer or other means to the Account Holder's checking/demand deposit account indicated below and hereby authorizes the depository bank named below ("Depository"), or its successor, to debit such account. This authorization is without respect to the source of any funds in the account and is to remain in full force and effect until Dell or its designated affiliate has received written notification from Account Holder of its modification or termination such time and in such manner as to afford Dell, its designated affiliates, and Depository a reasonable opportunity to act on it.

### BANK ACCOUNT INFORMATION

#### Please complete entire form.

Debit Authorization for (place an "X" in the appropriate box)

☐ U.S. Automated Clearing House (ACH) ☐ Canadian Payment Association (CPA)  
(For US Dollar debits for domestic US banks) (For Canadian Dollar debits for domestic Canadian banks)

Depository Bank Name \_\_\_\_\_ Branch Name \_\_\_\_\_

ABA Transit Number \_\_\_\_\_  
(US Only)

Depository Bank Address \_\_\_\_\_  
Street Address

City

State

Zip Code

Account Title / Name \_\_\_\_\_

Account Type ☐ Checking ☐ Savings  
(place "X" in the appropriate box) Checking / Demand  
Deposit Account Number \_\_\_\_\_

Institution Number \_\_\_\_\_ Branch Number \_\_\_\_\_  
(Canada Only) (Canada Only)

### AUTHORIZATION

Business Trading Name / Doing Business As \_\_\_\_\_

Account Holder's Full Legal Name \_\_\_\_\_

TAX ID Number \_\_\_\_\_

Business Address (Street, City) \_\_\_\_\_

Business Telephone Number \_\_\_\_\_ Business Fax Number \_\_\_\_\_

I hereby authorize

Signature

Printed Name

Title

Any fees, taxes or banking charges levied against Dell as a result of a debit to the above account are the sole responsibility of the account holder.

Please complete and fax this form to Dell for processing at 703.480.6917.

Mail the original signed Debit Authorization Dell at the address located at the top of this form.

Please allow a minimum of 14 days after Dell's receipt of the original, signed Debit Authorization form for debits to begin.

### Additional Information Required by Dell

TELEPHONE NUMBER AND EMAIL ADDRESS OF PERSON COMPLETING THIS FORM

**1. DEFINITIONS.**

"Commission" means an amount payable to a Payee in connection with a Transaction which Member authorizes Perot Systems to pay by submitting a Transaction File.

"Control" means the power, arising from ownership, through a franchise, management or other agreement, or otherwise, to direct a legal entity's choice of commission settlement processor.

"Financial Transaction" means a reservation, whether voice or electronic, or other transaction between Member and a Payee for which a Commission is payable.

"Non-Financial Transaction" means a transaction that is not a Financial Transaction.

"Payee" means a legal entity, such as a travel agent or agency, that receives Commissions or related information in connection with the TACS Services.

"Primary Interface Specifications" means the Transaction File format and other file specifications agreed between Perot Systems and Program Manager.

"Program Manager" means the legal entity identified in the Member Profile which sponsored Member's enrollment in the TACS Program.

"Program Profile" means the operating parameters for the TACS Services applicable to Member, which are set forth in Attachment A.

"Remitter" means the legal entity designated by Program Manager or Member to provide funds to Perot Systems for payment of Transaction Fees, Commissions and related taxes on behalf of Member.

"Reporter" means the legal entity designated by Program Manager or Member to transmit Transaction Files to Perot Systems.

"TACS Program" means the Travel Agency Commission Settlement Program.

"TACS Services" means the services provided by Perot Systems under this Agreement.

"TACS Services Guide" means the description of the TACS Services issued from time to time by Perot Systems, the current version of which is Attachment B.

"TACS System" means the information technology system used by Perot Systems to process Transactions.

"Transaction" means any Financial Transaction or Non-Financial Transaction.

"Transaction Fee" means the processing fee payable to Perot Systems by Member in connection with a Transaction.

"Transaction Fee Rebate" means the amount, if any, to be paid or credited to Program Manager by Perot Systems in connection with Member's Transactions.

"Transaction File" means an electronic file, conforming to the Primary Interface Specifications, which contains Transactions to be processed by the TACS System.

**2. TACS SERVICES.**

a. **General.** Perot Systems will perform (i) the Transaction processing and reporting, Commission payment and other services described in the TACS Services Guide, and (ii) such other services described in any Task Order executed by the parties and attached to this Agreement.

b. **Agency.** Member appoints Perot Systems as its agent to pay Commissions to Payees. As Member's agent, Perot Systems will (i) deposit funds received from Remitter (less applicable Transaction Fees) into accounts established by Perot Systems at major commercial banks or their correspondent banks, and (ii) make disbursements from such accounts to Payees as directed by Reporter. Perot Systems shall have no responsibility, and shall have no liability to Member or any other person, for bank errors or omissions. Perot Systems will use reasonable commercial efforts (excluding formal dispute resolution proceedings) to enforce a bank's obligations under the applicable account agreement.

c. **Data Files.** Member shall, from time to time, contemporaneously cause (i) Reporter to transmit Transaction Files and other information reasonably required for Perot Systems to perform the TACS Services, and (ii) Remitter to transfer funds in amounts equal to the Commissions, Transaction Fees and related taxes payable in connection with the Transactions described in the applicable Transaction File, in each case as provided in the TACS Services Guide. Member is solely responsible for the accuracy and completeness of all information contained in each Transaction File, and will reimburse Perot Systems for all expenses incurred as a result of errors or omissions in Transaction Files. Perot Systems may reject any Transaction File that does not conform to the Primary Interface Specifications.

d. **Payment Approval.** After processing a Transaction File, Perot Systems will provide Remitter with a Remittance Notice for the total amount of commissions contained in the file plus the Transaction Fees payable to Perot Systems. Upon receipt of the funds specified in the Remittance Notice, Perot Systems will pay the Commissions described in such file. Remitter's transfer of funds shall be deemed to be Member's approval of the accuracy of each payment set forth in the applicable Remittance Notice. Member is solely responsible for authorizing payments based on, such file.

e. **Certain Changes.** Each party will, to the extent reasonably practicable, provide at least 30 days advance notice of changes relating to the TACS Services, including changes to the TACS Services Guide, procedures for Reporters or Remitters, and changes to available currencies. The parties acknowledge that such advance notice may not always be practicable for legal, liability or other reasons. Perot Systems has the right, in its sole discretion, to modify the TACS Services Guide, without Member's consent or approval, to reflect changing market conditions and other circumstances. Modifications will be effective upon the later of the date publication of the modified TACS Services Guide on the

TACS Program web site ([www.tacsnet.com](http://www.tacsnet.com)) or the stated effective date for such modification.

f. **Program Disclosure.** Member authorizes Perot Systems to disclose Transaction information to Program Manager upon its request. Member acknowledges that the Program Profile and certain terms of this Member Agreement, including the Transaction Fees, operating procedures, and Transaction Fee Rebates, may have been negotiated, and may from time to time be renegotiated without notice to or prior approval by Member, by Program Manager.

**3. CHARGES; TAXES; PAYMENT.**

a. Member will pay and remit to Perot Systems all Transaction Fees and other fees described in the Program Profile concurrently with remitting funds for the payment of Commissions and other amounts to Perot Systems. If the parties enter into a Task Order for additional services, Perot Systems will invoice Member for the fees set forth in the applicable Task Order monthly, and Member will pay Perot Systems within 30 days after receiving such invoice. Late payments shall accrue interest from the due date at the lesser of (i) one and a half percent per month or (ii) the maximum rate allowed by law.

b. Member will pay or reimburse Perot Systems for any present or future sales, use, excise, property, goods, services, value-added or other taxes relating to the Services, except for Perot Systems' franchise, employment and net income-based taxes. Member agrees that Perot Systems (i) is not a principle to any Financial Transaction, (ii) is acting solely as Member's payment agent with respect to Commissions paid in connection with Financial Transactions, and (iii) has no obligation or requirement to account for or to report value-added taxes, goods and services taxes, consumption taxes, or any other indirect taxes or to generate information returns or reports in connection with any Financial Transactions. The parties will cooperate to segregate amounts remitted to Perot Systems under this Agreement into amounts remitted for (i) taxable services, (ii) non-taxable services, and (iii) payment by Perot Systems as Member's payment agent to Payees, and to minimize each party's tax liability to the extent legally permissible. Invoices shall separately state the amounts of any taxes. Each party shall provide to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by the other party. If a tax audit reveals that additional taxes for which Member is responsible are payable, including any VAT, GST or similar consumption taxes, Member shall promptly pay such taxes and any related interest, and penalties due.

**4. CONFIDENTIALITY.**

All information communicated verbally or in written form by a party or its directors, officers, employees, contractors or other representatives in connection with this Agreement to the other party or its directors, officers, employees, contractors or other representatives shall be held in strict confidence, and disclosed or used by the recipient only in connection with fulfilling its obligations under this Agreement. No such information will be disclosed by a recipient without the prior written consent of the disclosing party, except as required by law. Member agrees that information may be disclosed to Program Manager. This paragraph shall not apply to information that is or was (i) publicly available, (ii) known to the recipient without an obligation to maintain its confidentiality, (iii) developed independently by the recipient, or (iv) received from a third party without similar restriction and without breach of this Agreement. Nothing in this paragraph is a condition of confidentiality within the meaning of Sections 6011, 6111 or 6112 of the Internal Revenue Code of 1986, as amended, the regulations thereunder or any similar state law or regulation. If a recipient is requested or required to disclose any information subject to this paragraph, the recipient shall notify the disclosing party immediately and cooperate with the disclosing party to obtain a reasonable protective order or similar protection.

**5. RIGHTS IN DATA AND WORK PRODUCT; KNOW-HOW.**

Nothing in this Agreement will assign, convey, lease or license to a party any right, title or interest in and to any data, invention, work of authorship, including any processes, procedures, or software, or other tangible or intangible property leased, licensed or owned by the other party or any third party. As between the parties, Perot Systems shall own all right, title and interest, including all copyrights, patent rights and other intellectual property rights, in any to the TACS System and its derivative works. Nothing in this Agreement shall limit or restrict either party from, or obligate such party to pay royalties in connection with, the use of any algorithms, architectures, concepts, general ideas, industry knowledge, know-how, methodologies, processes, technologies, or techniques (collectively, "Know-How") retained in the unaided mental impressions of such party's personnel relating to the TACS Services which either party, individually or jointly, develops or discloses under this Agreement, subject to the party's obligations under Section 4. This Section 5 shall survive termination or expiration of this Agreement.

**6. WARRANTIES.**

a. Perot Systems warrants to Member that (i) its services will be performed by qualified personnel in a manner consistent with generally accepted industry standards and good practices in the information technology services industry, and (ii) it will use reasonable security measures to confirm the identity and delivery instructions of Payees and to identify and prevent transactions with individuals and entities subject to economic or other sanctions or restrictions imposed or enforced by the United States of America. If Perot Systems breaches these warranties, it shall supply services to correct the defective services at no additional charge. **THE REMEDY SET FORTH ABOVE IS MEMBER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS PEROT SYSTEMS IS UNABLE TO CORRECT THE DEFECTIVE SERVICES WITHIN 30 DAYS AFTER RECEIVING WRITTEN NOTICE THAT THE APPLICABLE SERVICES WERE DEFECTIVE.** Perot Systems DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. Member warrants to Perot Systems that (i) neither Member nor any entity on behalf of which Member requests TACS Services will request TACS Services that will violate

any applicable law or regulation relating to the TACS Services, and (ii) it will use appropriate security measures to prevent transactions with individuals and entities subject to economic or other sanctions or restrictions imposed or enforced by each country or other jurisdiction in which Member has its offices. MEMBER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

## 7. INDEMNIFICATION.

- a. Perot Systems shall indemnify, defend and hold harmless Member and its directors, officers, and employees from all claims, damages, demands, expenses, and liabilities, including reasonable attorneys' fees, arising out of or in any way connected with Perot Systems' infringement of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, or privacy laws, provided that the indemnified party gives Perot Systems: (i) prompt written notice of any such claims (provided that a delay in giving such notice shall not relieve Perot Systems from its obligations hereunder unless such delay prejudices the defense of such claims); (ii) sole authority to defend or settle such claims; and (iii) reasonable assistance in defending such claims.
- b. Member shall indemnify, defend and hold harmless Perot Systems, its subsidiaries and their respective directors, officers, contractors and employees from all claims, damages, demands, expenses, and liabilities, including reasonable attorneys' fees, arising out of or in any way connected with (i) any action taken by an indemnified party in compliance with or reliance upon Member's instructions, or (ii) any representation or covenant by Member to any third party, provided that the indemnified party gives Member: (i) prompt written notice of any such claims, (provided that a delay in giving such notice shall not relieve Member from its obligations hereunder unless such delay prejudices the defense of such claim); (ii) sole authority to defend or settle such claims; and (iii) reasonable assistance in defending the claim.

## 8. LIMITATIONS ON LIABILITY.

- a. With respect to all claims, actions and causes of action relating to this Agreement, regardless of the form of action, whether in contract or tort (including breach of warranty, negligence, strict liability, failure of essential purpose, or otherwise) and whether or not such damages are foreseen, neither party will be liable for (i) any indirect, incidental, special, consequential (including without limitation lost profits, lost revenue, or damages for the loss of data) or punitive damages of the other party or any third party, except to the extent such damages represent Member's obligation to pay Perot Systems for fees, expenses or other amounts under this Agreement or any Task Order, and (ii) except in the event Member's funds are misappropriated or intentionally misdirected, an aggregate amount greater than the total amount actually paid to Perot Systems by Member for TACS Services during the six-month period immediately preceding the date that the first claim, action, or cause of action arose.
- b. No party shall assert a claim against the other party more than one year after the date such claim arose.
- c. Neither party shall be liable for any failure or delay in its performance due to force majeure events or other circumstances beyond its reasonable control, provided that it notifies the other party as soon as practicable and uses reasonable commercial efforts to resume performance. In particular, Perot Systems will not be liable for any errors, delays, or non-performance due to a stop payment or recall by Member of any bank check or electronic transfer, or due to its reasonable reliance upon or compliance with Member's instructions, requests or other communications.

## 9. TERM AND TERMINATION.

The initial term of this Agreement will begin on the date the last party signs this Agreement and continue for the period set forth in the Program Profile as the Commitment Period. Upon completion of the Commitment Period, this Agreement shall remain in effect until terminated by either party, for any reason, upon 180 days' prior written notice to the other party. Notwithstanding the foregoing, this Agreement will terminate 30 days after a party gives the other party written notice of a material breach of this Agreement, unless the breaching party cures such breach by the end of such period. In addition, Member may terminate this Agreement at any time by giving Perot Systems 30 days' prior written notice if Member's association with the Program Manager is terminated.

## 10. MISCELLANEOUS.

- a. **Relationship of the Parties.** Perot Systems is acting only as an independent contractor and does not undertake, by this Agreement or otherwise, to perform any obligation of Member, whether regulatory or contractual, or to assume any responsibility for Member's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized. Perot Systems has the sole right to supervise and manage its employees and resources hereunder and to perform or cause the performance of all services under this Agreement.
- b. **Disputes.** The parties shall attempt to amicably resolve any dispute, claim or controversy (a "Disputed Matter") under this Member Agreement through good faith negotiation. If requested by either party, the parties shall submit the Disputed Matter to senior officers designated by the parties. If such senior officers cannot resolve the Disputed Matter within 60 days after its referral, either party may elect, and the parties hereby consent, to have the Disputed Matter, except in the case of a party's right to seek equitable relief to enforce an intellectual property right, settled by final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce then in effect. Arbitration proceedings shall take place in New York, New York, and each party shall pay one-half of the fees to be paid to the arbitrators and all other expenses of the arbitration proceedings. Within 30 days after completing such

proceedings, the arbitrator shall deliver findings of fact and conclusions of law and a signed written opinion setting forth the basis and reasons for his decision. The arbitrator shall not have the right or power to alter, amend or otherwise affect these arbitration provisions or this Agreement or to make any award in disregard or excess of any limitation of liability or damages set forth in this Agreement. Any judgment upon the award rendered by the arbitrators shall be subject to appeal with respect to matters of law and contract interpretation. Neither party will disclose the existence of any arbitration proceedings hereunder, nor the outcome thereof, except to the extent reasonably necessary (i) to carry out its obligations under this Agreement; (ii) to comply with applicable law; and (iii) to seek accounting, legal or tax advice or to facilitate appropriate audit activities. In the event of arbitration, the prevailing party shall recover its reasonable attorneys' fees and costs. An award of an arbitrator may be enforced in any court of competent jurisdiction, and the parties consent to the personal jurisdiction and venue of the federal and state courts sitting in New York, New York. If Member has or acquires any sovereign immunity from the jurisdiction of any court or from any legal process with respect to itself, Member hereby waives such immunity in respect of its obligations under this Agreement and further waives any defense it then may have against the recognition of any judgment rendered by the above-described courts.

- c. **No Hiring.** During the term of this Agreement and for one year thereafter, a party shall not hire or solicit to hire any person employed then or within the preceding year by the other party and involved directly or indirectly in the performance hereof, except with prior written consent of the other party which may be withheld in such party's sole discretion.
- d. **Publicity.** Neither party shall identify the other party in any media releases, public disclosures or marketing material without the prior consent of the other party, except for (i) any announcement intended solely for a party's internal distribution, (ii) any listing of the other party as a client or vendor of the other in confidential proposals, and (iii) any disclosure required by law.
- e. **Notices.** Any notice under this Agreement shall be deemed delivered when delivered in person, the day after being sent by Federal Express or comparable overnight courier, or five days after being mailed by registered or certified U.S. mail, return receipt requested, to the person designated at the address set forth below. Either party may change its address by written notice to the other party.
- f. **Waiver.** No change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach.
- g. **Insurance.** Perot Systems shall maintain the following insurance, or equivalent coverage: (1) workers compensation in the amount required by applicable law, (2) employers liability insurance with a limit not less than \$500,000 per accident, (3) commercial general liability insurance on an occurrence form with a limit of not less than \$2,000,000 per occurrence, and (4) computer services errors and omissions liability insurance with a limit of not less than \$2,000,000 per claim. Upon request by Member, Perot Systems will provide Member with evidence of compliance with such requirements and, where mutually agreed, list Member as an additional insured.
- h. **Entire Agreement, Severability and Survival.** This Agreement and its attachments constitute the final, entire, and exclusive agreement between the parties with respect hereto and may be amended or modified only in a physical document executed by both parties. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then (i) the parties will be relieved of all obligations arising under such provision to the extent that such provision is illegal, unenforceable or void, and (ii) this Agreement will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting another provision that is legal and enforceable and achieves the same objective. Any sections of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration hereof, shall survive any termination or expiration of this Agreement.
- i. **Assignment.** Neither party can assign any of its rights and obligations under this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld, except an assignment occurring by operation of law in connection with the merger, consolidation, or other reorganization of such party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of a party. Perot Systems may use subcontractors to perform work under this Agreement.
- j. **Trademarks.** Neither party will display the other party's trademarks or service marks without its prior written consent, except to identify the other party as participating in or administering the TACS Program.
- k. **Privacy.** Perot Systems' obligation to provide TACS Services is subject to Member's review and acceptance of Perot Systems' and its banks' privacy statements. Member shall not unreasonably withhold such review or acceptance.
- l. **Governing Law.** This Agreement shall be governed by the laws of the state of New York, without giving effect to any rules of conflicts of law. In addition, the rights and obligations of the parties hereunder are subject to and limited by all applicable laws and regulations of any governmental authority, industry association, or clearing house, and by local banking practices (collectively "Laws and Regulations"), which are subject to change without notice. Perot Systems makes no representations with respect to such Laws and Regulations and shall not be liable to Member for any (i) failure or delay in performance caused by Perot Systems' good faith attempt to comply with, or (ii) violation of, such Laws and Regulations, or (ii). Perot Systems will notify Member immediately of any such failure or delay.

| Program Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                    |                                     |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Program Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Vantage Hospitality Group                                                                          |                                     |                                     |
| Member Legal Entity Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                    |                                     |                                     |
| Hotel Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                    |                                     |                                     |
| Hotel Owner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |                                     |                                     |
| Reporter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Program Manager                                                                                    | Remitter                            | Member                              |
| Commitment Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3 Years                                                                                            |                                     |                                     |
| Reporting Cycle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TACS Classic Schedule                                                                              |                                     |                                     |
| Payment Cycle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | TACS Classic Schedule – Twice per Month Payments                                                   |                                     |                                     |
| Pricing Adjustment Dates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Annually, Effective January 1, 2007                                                                |                                     |                                     |
| Pricing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                    |                                     |                                     |
| Transaction* Pricing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                    |                                     |                                     |
| Financial **                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.85                                                                                             | Frequent Flyer                      | N/A                                 |
| Non Financial***                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.10                                                                                             | Frequent Guest/Renter               | N/A                                 |
| GDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A                                                                                                | Booking Transactions                | N/A                                 |
| Billing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | N/A                                                                                                | GSA                                 | N/A                                 |
| * A Transaction - the associated information corresponding to a single Travel Agency booking, resulting in a cancellation, no-show, completed stay, GDS, Billing, Frequent Flyer, Frequent Guest/renter, general booking or account payable item<br>** A Financial Transaction - a Transaction resulting from a completed booking with a commission due to an agency.<br>*** A Non-financial Transaction - a Transaction resulting from a booking representing a non-commissionable rate, cancellation or no-show. |                                                                                                    |                                     |                                     |
| Remittance Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                    |                                     |                                     |
| Per USA & Canada                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A                                                                                                | Per International ACH Debit         | N/A                                 |
| Per USA & Canada Wire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/A                                                                                                | Per International Wire              | N/A                                 |
| Per USA Canadian Check                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                | Per International Check             | N/A                                 |
| Invoice Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                     |                                     |
| Per USA & Canada Invoice Email                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                                                                | Per International Invoice via Email | N/A                                 |
| Per USA & Canada Invoice via Fax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A                                                                                                | Per International Invoice via Fax   | N/A                                 |
| Payment Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                     |                                     |
| USD Check Mailed Within US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A                                                                                                | US ACH                              | N/A                                 |
| USD Check Int'l Bound                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/A                                                                                                | Int'l ACH                           | N/A                                 |
| Non-USD Check                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | N/A                                                                                                | US Wire                             | N/A                                 |
| Non-Financial Bound US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                | Int'l Wire                          | N/A                                 |
| Non –Financial Int'l Bound                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A                                                                                                | Per Breakage Payment                | \$4.00 (deducted from each payment) |
| Additional Services and Pricing available as of the effective date of this Agreement                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                    |                                     |                                     |
| Check Pull Per item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 25.00                                                                                              | Check Pull Mailing                  | TBD                                 |
| Enrollment Fee Paid with 1st Remit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 50.00 ****                                                                                         |                                     |                                     |
| **** A 100% discount is applied if the Member enrolls via electronic means and is actively using the program within 30 days of enrollment.                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                    |                                     |                                     |
| Marketing Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    |                                     |                                     |
| Payment Inserting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$175.00 Per 1000 inserts – billing by the 1000 only adhering to the TACS marketing specifications |                                     |                                     |
| Marketing Page Per Payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$750.00 per payment run – one marketing page adhering to the TACS marketing specifications        |                                     |                                     |
| Logo Processing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$350.00 per logo (implementation fee) adhering to the TACS marketing specifications               |                                     |                                     |

All fees are stated in US Dollars. TACS determines remitting currency equivalents when remittance is due. For properties remitting in a currency other than US Dollars, fees are adjusted quarterly to reflect foreign exchange fluctuations. The fee for a Transaction is paid by each Member to Perot Systems with it's remittance for the corresponding Transaction in US Dollars (or currency equivalent determined by the Program).

| To Be Completed by Member |                      |
|---------------------------|----------------------|
| Program Effective Date:   | DD / MM / YYYY       |
| Legal Entity Name:        |                      |
| By:                       | Authorized Signature |
| Printed Name:             |                      |
| Title:                    |                      |

| Perot Systems Use Only    |                      |
|---------------------------|----------------------|
| Accepted on               | DD / MM / YYYY       |
| Perot Systems Corporation |                      |
| By:                       | Authorized Signature |
| Printed Name:             |                      |
| Title:                    |                      |



Perot Systems  
TACS Settlement Center  
13880 Dulles Corner Lane  
Herndon, Virginia 20171  
USA

Tel: 1.703.480.6916  
Tel: 1.800.873.1215 (Canada & US)  
Fax: 1.703.480.6917  
Email: [TACS@ps.net](mailto:TACS@ps.net)

Please return this document to TACS with other Enrollment Documents.

## Contacts & Website Security Worksheet

A completed Customer Profile is required before you can begin using TACS. Please complete and return the Customer Profile with your signed original agreements via mail to the TACS Settlement Center address noted above.

The information you provide is input to the TACS Processing System and determines how your hotel will be displayed on agency commission statements, defines your service requirements, and facilitates implementation, including customizing your TACS interface. It is imperative that you complete the document fully and accurately. If you need assistance or clarification, contact the TACS Settlement Center using the contact details listed above. Should the information you provide change over time, please let us advise TACS. **Please print.**

### Location Information - Please complete fully.

Ownership's Full Legal Name (legal name of the hotel e.g. Niagara Holdings Inc)

Location Trading Name (DBA **Doing Business As** Holiday Hotel Niagara Falls)

Location Street Address

City

State/Province

Postal Code

Country

VAT/TAX Identification Number (USA = EIN)

Business Type (INC, Ltd, LLC)

Number of Units

US\$

Average Daily Rate

Average Occupancy %

Business from Travel Agents %

# Contacts

## Who will be your PRIMARY CONTACT for TACS?

Please note: All TACS documentation, reports, and notices will be sent to this person.

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_ (Mr/Mrs/Ms/Dr)

Title \_\_\_\_\_

Telephone Number (include country and area/city code) \_\_\_\_\_ Extension \_\_\_\_\_

Fax Number (include country and area/city code) \_\_\_\_\_ Extension \_\_\_\_\_

Email Address \_\_\_\_\_

Security for this contact – for use on CentralPayment.com data processing website. This will be the site used to submit commission transactions for processing. The security settings apply only to this website.

For Guest Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Agency Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Hotel Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

☐ Permit User to Add, Update, Delete User Codes

☐ Permit User to Add, Update, Delete User Profiles

☐ Permit User to Add, Update, Delete Import Settings

☐ Permit User to Add, Update, Delete Imports

☐ Permit User to Add, Update, Delete Batches

☐ Permit User to Transmit Batches



# Contacts

## Who will be your TECHNICAL CONTACT for TACS?

For Hardware, Software and Telecommunications Support:

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_ (Mr/Mrs/Ms/Dr)

Title \_\_\_\_\_

\_\_\_\_\_ **Extension** \_\_\_\_\_

Telephone Number *(include country and area/city code)*

\_\_\_\_\_ **Extension** \_\_\_\_\_

Fax Number *(include country and area/city code)*

\_\_\_\_\_

Email Address

Security for this contact – for use on CentralPayment.com data processing website

For Guest Records: ☐ **Add** ☐ **Update** ☐ **Delete (Requires Update Privileges)**

For Agency Records: ☐ **Add** ☐ **Update** ☐ **Delete (Requires Update Privileges)**

For Hotel Records: ☐ **Add** ☐ **Update** ☐ **Delete (Requires Update Privileges)**

☐ **Permit User to Add, Update, Delete Codes**

☐ **Permit User to Add, Update, Delete User Profiles**

☐ **Permit User to Add, Update, Delete Import Settings**

☐ **Permit User to Add, Update, Delete Imports**

☐ **Permit User to Add, Update, Delete Batches**

☐ **Permit User to Transmit Batches**

# Contacts

## Who will be your FINANCIAL CONTACT for TACS?

Please note: All remittance notifications will be sent to this person

First Name Middle Initial Last Name (Mr/Mrs/Ms/Dr)

Title

Extension

Telephone Number (include country and area/city code)

Extension

Fax Number (include country and area/city code)

Email Address

Security for this contact – for use on CentralPayment.com data processing website

For Guest Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Agency Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Hotel Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

☐ Permit User to Add, Update, Delete Codes

☐ Permit User to Add, Update, Delete User Profiles

☐ Permit User to Add, Update, Delete Import Settings

☐ Permit User to Add, Update, Delete Imports

☐ Permit User to Add, Update, Delete Batches

☐ Permit User to Transmit Batches

# Contacts

## Who will be your CUSTOMER SERVICE CONTACT for TACS?

Please note: All customer service inquiries will be directed to this person.

First Name Middle Initial Last Name (Mr/Mrs/Ms/Dr)

Title

Extension

Telephone Number (include country and area/city code)

Extension

Fax Number (include country and area/city code)

Email Address

Security for this contact – for use on CentralPayment.com data processing website

For Guest Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Agency Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Hotel Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

☐ Permit User to Add, Update, Delete Codes

☐ Permit User to Add, Update, Delete User Profiles

☐ Permit User to Add, Update, Delete Import Settings

☐ Permit User to Add, Update, Delete Imports

☐ Permit User to Add, Update, Delete Batches

☐ Permit User to Transmit Batches

# Contacts

## Who will be your ADDITIONAL USER CONTACT for TACS?

First Name Middle Initial Last Name (Mr/Mrs/Ms/Dr)

Title

Extension

Telephone Number (include country and area/city code)

Extension

Fax Number (include country and area/city code)

Email Address

Security for this contact – for use on CentralPayment.com data processing website

For Guest Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Agency Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

For Hotel Records: ☐ Add ☐ Update ☐ Delete (Requires Update Privileges)

☐ Permit User to Add, Update, Delete Codes

☐ Permit User to Add, Update, Delete User Profiles

☐ Permit User to Add, Update, Delete Import Settings

☐ Permit User to Add, Update, Delete Imports

☐ Permit User to Add, Update, Delete Batches

☐ Permit User to Transmit Batches

# Technical Information

## Internet Access

Does your property have access to the Internet?

☐ Yes ☐ No

Please check the boxes for all the items that apply:

☐ Dial-up access ☐ Dedicated (always on access) ☐ Accessible from multiple PC's

Internet Browser

☐ Microsoft Internet Explorer Version \_\_\_\_\_

☐ Netscape Version \_\_\_\_\_

☐ Other Version \_\_\_\_\_

## Property Management System (PMS) Please complete the following

\_\_\_\_\_  
PMS Vendor (Company Name)

\_\_\_\_\_  
PMS Version (PMS Name)

\_\_\_\_\_  
Software Version (PMS version)

\_\_\_\_\_  
PMS Platform (example UNIX, Microsoft)

Does the PMS have an agency commission payment module?

☐ Yes ☐ No

Version if available \_\_\_\_\_



## **VOILÀ HOTEL REWARDS PROGRAM AGREEMENT**

This VOILÀ HOTEL REWARDS Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between Hospitality Marketing Consultants LLC, a California limited liability company whose office is at 4701 Von Karman Ave, Newport Beach, California 92660 ("HMC"), and \_\_\_\_\_ a \_\_\_\_\_ organized under the laws of \_\_\_\_\_ ("Hotel"), and pertains to the lodging property located at \_\_\_\_\_ known as \_\_\_\_\_.

***The Agreement consists of the provisions below and the Exhibits, including the accompanying General Terms and Conditions referenced herein.***

### **PREAMBLE**

WHEREAS, HMC has formed Voilà Hotel Rewards ("Voilà"), a worldwide rewards program for a global network of hotels; WHEREAS, Hotel is in the business of offering to the general public lodging, recreational facilities and restaurant facilities, including related services, and wishes to join Voilà; whereas Hotel is a member of the Lexington Collection, a brand membership program of Vantage Hospitality Group, Inc. ("Vantage" or "Lexington") pursuant to an agreement between Hotel and Lexington (the "Membership Agreement"); WHEREAS the owners and/or operators of the hotels included in the Lexington brands authorized Vantage to engage the Voilà program as the exclusive guest loyalty program of the Lexington brands, pursuant to which Vantage has entered into a master agreement with HMC (the "Master Agreement"); and WHEREAS, HMC and Hotel are desirous of entering into an agreement pursuant to which Hotel will participate in the Program (as defined below) on the terms and conditions set forth below.

THEREFORE, in consideration of these premises, the parties agree as follows:

### **AGREEMENT**

#### **1. RECITALS**

The foregoing Recitals are true and correct and are incorporated herein.

#### **2. TERM**

This Agreement shall be in effect (the "Term") beginning on the Effective Date and shall remain in effect until the earlier of (a) five years after the date of the first Lexington Member (as defined below) enrolment; (b) such time as the Membership Agreement has been terminated; (c) such time as the Master Agreement has been terminated; or (d) such earlier termination as set forth herein or in the General Terms and Conditions, and shall renew upon expiration of the Term for 3-year renewal periods unless written notice is delivered by either party at least 180 days prior to expiration.

#### **3. REWARDS PROGRAM**

3.1 **Program Description.** The Lexington Rewards program is a consumer points-based frequent guest program that is operated as set forth in this Agreement ("Lexington Rewards" or the "Program") and in accordance with the Master Agreement. Lexington Rewards is a co-branded Voilà program under the global Voilà network umbrella.

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Initials: Hotel \_\_\_\_\_ HMC \_\_\_\_\_

### 3.2 **Program Membership and Points.**

3.2.1 **Members.** Persons referred to Lexington Rewards through, or recruited by, Hotel and who sign up to participate in the Program are referred to herein as "Hotel Members." Members of the Lexington Rewards Program who originate at other Lexington Hotels are referred to herein as "Lexington Rewards Members." Members of Voilà generated through Vantage at the brand level or who convert from the "Lexington Experience" program are "House Members." Members of Voilà originated by other participating Voilà hotels are referred to herein as "Voilà Members" and together with the Hotel Members, Lexington Rewards Members and House Members are referred to collectively as "Members."

3.2.2 **Membership Tiers.** The membership tiers and room night requirements of the Program are set forth in Exhibit A. As room nights accumulate, Members will qualify towards higher tier status.

3.2.3 **Reward Points.** Program will enable Members to earn points ("Reward Points") from qualified hotel stays and from certain other folio charges specified in this Agreement. Members earn points at a ratio of 10 points per \$1.00 (USD) of Qualifying Folio Revenue (as defined in Section 5.2.2) spent at Hotel and all participating Voilà hotels, subject to future modifications of the Program terms and conditions. Members will earn bonus Reward Points as set forth in Exhibit A.

3.2.4 **Promotional Reward Points.** Hotel may grant Reward Points, purchased pursuant to Section 7.1 of the General Terms and Conditions, to Members for any promotional purpose up to a maximum of 10% of the total number of Reward Points earned by Members.

3.3 **Redemption Model.** The Lexington Rewards reservations and redemption model operates as follows:

3.3.1 Hotel will be reimbursed with a "Redemption Fee" for accepting Reward Point redemptions for free room nights by Hotel ("Redemptions") earned by Members. Hotel will be paid a Redemption Fee as calculated in accordance with Section 7.4 of the General Terms and Conditions.

3.3.2 HMC will provide a notification as part of the reservation confirmation for each Member checking-in with a rewards reservation. In addition, each redeemed night will be noted in CRM, as described below.

3.3.3 Redemption Fees will be credited by HMC to Hotel against monthly Administration Fees (as defined below). In the event that the Redemption Fee credits exceed the balance due for Administration Fees then HMC will make a net payment to Hotel.

3.3.4 HMC shall have the right to apply any Redemption Fee owing from HMC to Hotel to any amounts outstanding from Hotel and an amount equal to such credit shall be retained by HMC.

## 4. **HMC SERVICES**

HMC shall manage and administer the Program and will provide marketing materials, tracking data, training, website integration, customer service and support in accordance with the General Terms and Conditions. HMC, from time to time, may update or create new policies regarding the Program, including but not limited to privacy policies, membership terms and conditions, policies that affect how Hotel and the Lexington Hotels interact with other Voilà hotels, how Hotel interacts with Members and

how Member data is shared among hotels; provided however, that in accordance with the Master Agreement, HMC must promptly notify Lexington and the Lexington Hotels of any material changes, whereupon Lexington may elect, upon 30 days' written notice, to terminate the Master Agreement, resulting in the termination of this Agreement, with no further liability on the part of the Hotel or Lexington. This provision is not intended to limit, in any way, HMC's ability to modify, at their sole discretion, the number of Reward Points required for Member Award Night redemptions, upon written notice to Hotel.

## 5. **HOTEL OBLIGATIONS**

### 5.1 **Membership Recruitment.**

5.1.1 **Initial Data.** Within thirty (60) days of the Effective Date, Hotel will use its best efforts to provide Vantage with a database in a mutually agreed format of Hotel's best past guests, which Vantage may use to solicit House Members.

5.1.2 **Member Recruitment.** The parties recognize that the Administration Fee set forth in Section 5.2.2 reflects a discount of HMC's customary Administration Fee. If Hotel succeeds in recruiting a minimum of seven new Members per room per year, Hotel will continue to pay the discounted Administration Fee as set out below. If the sum of new Members recruited by all Lexington hotels plus House Members meets the aggregate enrollment target (seven times the total number of rooms of all Lexington hotels) (the "Aggregate Goal"), then all Lexington hotels will continue to enjoy the discount on the Administration Fee.

### 5.2 **Payments.** Hotel shall make the following payments to HMC.

5.2.1 **Start-Up Fee.** Hotel will pay HMC a start-up fee of US \$1,000, payable in six equal monthly installments of \$166.66 each.

5.2.2 **Folio Revenue; Administration Fee Payments.** During the first full year of this Agreement, Hotel shall pay a special discounted rate of 6.5% of the Qualifying Folio Revenue to HMC (the "Administration Fee"); provided, that, such percentage is subject to increase to 7.5% for any subsequent year if Hotel does not achieve the minimum enrollment target as described in Section 5.1.2, unless the Aggregate Goal has been met. "Qualifying Folio Revenue" is defined as all revenue from the eligible revenue referenced in Sections 2.2 and 2.3 of the General Terms and Conditions.

5.2.3 **Administration Fee.** The Administration Fee will be invoiced to the Hotel on a monthly basis and the balance due to HMC must be settled within thirty (30) days of invoice in United States dollars to HMC United States resident nominated bank account.

### 5.3 **PMS & CRS Integration.**

Hotel will allow and cooperate with HMC or instruct its designated vendors to install necessary scripts, software and other technology on the Hotel's PMS and/or the Lexington CRS, as needed by the required solution and as permitted by the Lexington CRS and Lexington.





#### 5.4 **Program Participation.**

5.4.1 **Honor Redemption Transactions.** Hotel will honor redemption transactions (room booking redemptions, upgrade redemptions, paid service redemptions, etc.) that Members validly present in addition to redemptions reported in the CRM interface or via email to Hotel with the reservation or confirmation. Hotel will honor reservations booked through any HMC channel, including the Voilà website or call centers.

5.4.2 **Honor Recognition and Value Benefits.** Hotel will honor the recognition, value (Member rates), and tier benefits of Members listed on Exhibit B (the "Membership Benefits"). Hotel must honor member benefits for all Members, regardless of the hotel or other organization from which the Member originated.

5.4.3 **Hotel Reservation Rates Available.** Hotel shall ensure that all Member rates are available through all reservation related distribution channels by utilizing a real-time integration between Lexington's CRS and Voilà's CRS.

5.4.4 **Preferred Rates and Benefits to Program Members.** Hotel must offer the published best available rate to Members. Rates made available to Members must be as good, or better, than the Best Available Rates made available on the Hotel's own website.

#### 5.5 **Post-Termination.**

5.5.1 **Honoring Redemptions.** After the end of the Term or any termination of this Agreement, Hotel shall continue to honor Reward Points Redemptions related to existing bookings for twelve (12) months.

5.5.2 **Member Transfer.** Upon the end of the Term or any termination of this Agreement, Hotel Members shall be automatically enrolled as Lexington generic members (House Members or "Voilà Transferees"). Unless by first obtaining the written permission and explicit agreement of Vantage, Hotel may not transfer Hotel Members to a new hotel loyalty program as defined in Sections 8.3 and 8.4 of the General Terms and Conditions.

### 6. **INDEMNIFICATION**

6.1 **By HOTEL.** Hotel shall defend, indemnify, and hold HMC, its directors, officers, shareholders, agents, and employees, and those of its subsidiaries and affiliates (collectively, the "HMC Affiliates"), harmless from and against any and all claims, suits, losses, liability, costs or expenses (including but not limited to, reasonable attorneys' fees and costs) (collectively, "Losses") which may be brought by or against, or suffered by, HMC Affiliates to the extent any such Loss is caused by (a) the failure of Hotel to provide Members with the Membership Benefits; (b) injuries or losses sustained by any person on Hotel's premises; (c) otherwise relating to the ownership, use or operation of Lexington hotels, (d) any claim that the Marks (as defined in Section 8(a) of the General Terms and Conditions) or HMC's use thereof infringes, misappropriates or violates any intellectual property right or any other right of any person or entity, or (e) material breach of this Agreement by Hotel.

6.2 **By HMC.** HMC shall defend, indemnify and hold harmless Hotel, its directors, officers, shareholders, agents and employees, and those of its subsidiaries and affiliates (collectively, the "Hotel Affiliates"), harmless from and against any and all Losses which may be brought by or against, or suffered by the Hotel Affiliates to the extent that any such Loss is caused by (a) any gross negligence or willful misconduct of HMC or its employees; (b) any material breach of this Agreement by HMC; or (c)



any claim that Voilà's trademarks or Hotel's use thereof infringes, misappropriates or violates any intellectual property right or any other right of any person or entity.

7. **MISCELLANEOUS**

7.1 **Governing Law.** The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of California.

7.2 **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, mailed, postage prepaid, certified or registered mail, or delivered by courier or delivery service and addressed to the parties as follows:

HMC: Hospitality Marketing Consultants LLC  
4701 Von Karman Ave  
Newport Beach, California 92660  
USA

Attention: Tel: 949-833-8000  
Mokhtar Ramadan, CEO

HOTEL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc: Vantage Hospitality Group, Inc.  
Bernie Moyle  
3300 N. University Dr, Suite #500  
Coral Springs, FL 33065  
954-575-2668

Notice of change of address shall be effective only when done in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of delivery.

7.3 **Entire Agreement.** The parties intend that the terms of this Agreement, including the attached exhibits, shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by any prior or contemporaneous agreement and shall supersede all prior agreements between the parties with respect to such subject matter as of the date hereof. The parties further intend that this Agreement, and the attached exhibits, shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceeding involving this Agreement, other than the Master Agreement.

7.4 **Amendments and Waivers.** This Agreement may not be amended except upon the written consent of HMC and Hotel. By an instrument in writing, either party may waive compliance by another party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform; provided, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof.

7.5 **Assignment.** HMC shall not be permitted to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement without Hotel's prior written approval, which shall not be unreasonably withheld; provided, however, HMC may assign its rights and obligations under this Agreement to a subsidiary or affiliate upon 30 days' prior written notice to Hotel. Hotel shall not be permitted to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement without HMC's prior written approval, which shall not be unreasonably withheld. The merger of either party with or into any other person, the sale by either party of all or substantially all of its property or assets or a purchase by any person or group of more than 50% of its capital or voting stock shall constitute an assignment of rights in violation of this Section. Any purported assignment, transfer or delegation in violation of this Section shall be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Except for those enumerated above, this Agreement does not create, and shall not be construed as creating, any rights or claims enforceable by any person or entity not a person to this Agreement.

7.6 **Severability.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places or circumstances shall remain in full force and effect.

7.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7.8 **Survival.** Section 5.5 and articles 6 and 7 of this Agreement and Sections 6.10, 6.11, 7.6, 8, 9.1 and 10 of the General Terms and Conditions of this Agreement shall survive termination of this Agreement. Hotel shall continue to honor Reward Points Redemptions related to existing bookings and all associated redemption options and benefits including upgrades for twelve (12) months beyond the date of termination of this Agreement.

7.9 **Status of the Parties.** Nothing herein shall be construed to make the parties joint ventures or partners or to create any relationship of principal and agent. Neither party shall have the authority to commit or bind the other party without such party's prior written consent.

7.10 **Further Assurances.** Subject to the terms and conditions hereof, each party agrees to use its best efforts to do, or cause to be done, all things necessary, proper and advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement as expeditiously as possible.

7.11 **Arbitration.** Any controversy or claim arising out of or related to this Agreement, the breach thereof or the transactions contemplated hereby shall be settled by arbitration by a single arbitrator in accordance with the then-prevailing rules for the resolution of commercial disputes of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Such arbitration shall be in Orange County, California. The arbitrator shall be fluent in, and conduct the arbitration in, the English language and is expressly granted the authority to award injunctive relief and attorneys' fees and costs.

7.12 **Consent to Jurisdiction.** Each party irrevocably consents to the jurisdiction of the courts of the United States for any judicial district located within Orange County, California, and to the venue of such action in Orange County, California, and agrees that service of process may be served by delivery as permitted in Section 7.2. ("Notices").



7.13 **Attorneys' Fees.** In any legal action, arbitration or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and any other costs incurred in the proceeding in addition to any other relief to which it is entitled.

7.14 **LIMITATION ON LIABILITY.** IN NO EVENT WILL HMC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, INCURRED BY ANY PARTY (OR ANY THIRD PARTY), WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF HMC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. HMC'S LIABILITY SHALL BE LIMITED TO THE GREATER OF \$1,000 OR THE ADMINISTRATION FEE PAID BY THE HOTEL DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE TIME SUCH LIABILITY AROSE; PROVIDED THAT NOTHING IN THIS SECTION SHALL BE DEEMED TO EXCLUDE OR LIMIT ANY LIABILITY UNDER ANY APPLICABLE LAW OR STATUTE WHICH, UNDER SUCH LAW OR STATUTE, CANNOT BE EXCLUDED OR LIMITED.

7.15 **Authority.** Each party represents and warrants that it has the power and authority to enter into this Agreement and that this Agreement has been duly and validly authorized, executed and delivered by it.

*By signing below the parties acknowledge that they have read and agree with each of the Exhibits and the accompanying General Terms & Conditions referenced therein.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**HOSPITALITY MARKETING CONCEPTS LLC**

By: \_\_\_\_\_  
Mokhtar Ramadan  
Its: CEO  
Date: \_\_\_\_\_

**HOTEL**

By: \_\_\_\_\_ [print name]  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## **VOILÀ HOTEL REWARDS PROGRAM AGREEMENT EXHIBITS**

### **EXHIBIT INDEX**

*The exhibits referenced below form an integral part of the Agreement.*

| <b>Exhibit Reference</b> | <b>Title</b>                             |
|--------------------------|------------------------------------------|
| A                        | Membership Tier Qualification and Points |
| B                        | Recognition Membership Benefits          |
| C                        | Training                                 |
| D                        | Member website functionality             |
| E                        | CRM Functionality                        |

**MEMBERSHIP TIER QUALIFICATION AND POINTS**

| <b>Membership Level</b> | <b>Phoenix</b>                                                  | <b>Orion</b>                               | <b>Centaurus</b>                           |
|-------------------------|-----------------------------------------------------------------|--------------------------------------------|--------------------------------------------|
| <b>Points</b>           | \$1 = 10 points                                                 | \$1 = 10 points, Plus 25% bonus            | \$1 = 10 points, Plus 50% bonus            |
| <b>Qualification</b>    | 0 room nights (membership card mailed to member after 2 nights) | 10 nights in a consecutive 12-month period | 20 nights in a consecutive 12-month period |

**EXHIBIT B**

**RECOGNITION MEMBERSHIP BENEFITS**

| Membership Tier <sup>(1)</sup>                                                      | Phoenix                      | Orion                         | Centaurus                     |
|-------------------------------------------------------------------------------------|------------------------------|-------------------------------|-------------------------------|
| Qualification                                                                       | 0 room-nights <sup>(1)</sup> | 10 room-nights <sup>(2)</sup> | 20 room-nights <sup>(2)</sup> |
| Point accrual <sup>(2)</sup>                                                        | \$1=10 points                | \$1=10 points                 | \$1=10 points                 |
| Bonus points                                                                        | —                            | 25% bonus                     | 50% bonus                     |
| Purchase points (if available)                                                      | ♦                            | ♦                             | ♦                             |
| Transfer points <sup>(3)</sup>                                                      | ♦                            | ♦                             | ♦                             |
| On-property Lexington Rewards manager assistance                                    | ♦                            | ♦                             | ♦                             |
| Access Lexington Rewards account on the web                                         | ♦                            | ♦                             | ♦                             |
| Make online reservations for all Voilà properties                                   | ♦                            | ♦                             | ♦                             |
| Exclusive members-only offers                                                       | ♦                            | ♦                             | ♦                             |
| Quarterly electronic newsletters & statements                                       | ♦                            | ♦                             | ♦                             |
| Priority check-in <sup>(4)</sup>                                                    | ♦                            | ♦                             | ♦                             |
| Early check-in (1:00 p.m.) <sup>(4)</sup>                                           | —                            | ♦                             | ♦                             |
| Late check-out (1 hour) <sup>(4)</sup>                                              | —                            | ♦                             | ♦                             |
| Upgrade to next best room category at no charge <sup>(4)</sup>                      | —                            | ♦                             | ♦                             |
| Complimentary access to hotel-operated Health Club or Fitness Centre <sup>(5)</sup> | —                            | —                             | ♦                             |
| No blackout dates <sup>(5)</sup>                                                    | —                            | —                             | ♦                             |
| 24-hour guaranteed room availability <sup>(6)</sup>                                 | —                            | —                             | ♦                             |
| Priority reservations                                                               | —                            | —                             | ♦                             |
| Special welcome amenity (specific items)                                            | —                            | —                             | ♦                             |
| Complimentary access to Executive Lounge <sup>(7)</sup>                             | —                            | —                             | ♦                             |

1. Membership collateral sent after guest completes a two-night stay (subject to change) at a Lexington property. Qualifying Lexington Members will complete a web-based address verification process in order to receive their physical card. Alternatively, Members may print their card online.
2. Based on U.S. Dollars after currency conversion.
3. Friend or family member must be a Voilà member.
4. Subject to availability. If the reserved room type is not available at check-in, or in the event room upgrades are not available, Member will receive an upgrade to the best room available. Upgrade excludes suites. Priority check-in not available at all hotels.
5. Subject to room availability; health club or fitness center may not be available at all hotels.
6. Applicable to one standard room booked by 3 p.m. local time 72+ hours before day of arrival at participating hotels. Member must pay regular RACK rate. Blackout dates apply. Not available at resorts. Room upgrade and Free Night Award redemption do not apply when this benefit is utilized. Minimum length-of-stay requirement must be met.
7. Lounge access is not available at all hotels worldwide.

**EXHIBIT C**

**HOTEL TRAINING**

The Voilà training platform leverages a high-touch and high-tech approach to deliver both rapid time to market and a powerful long-term training solution.

Key Account Managers, assigned to each hotel, provide support during the launch the program and deliver ongoing training. Each hotel will receive pre-launch training either in person or via a web-based presentation.

These role-based, local-language & English training programs will include, but are not limited to:

1. Program overview and details
2. Guidance on how to enroll members and answer common Member questions
3. Hands-on training for all related technology, systems and processes to support the program, for example, the Voilà CRM Website
4. An overview of Member related systems, like the Voilà Member website and the Lexington Member website
5. Instructions on how to contact Voilà's Customer Service team
6. Details on the invoicing and payment process (for finance staff)
7. Collateral management procedures
8. CRM training
9. Points Redemption procedures
10. Results Tracking
11. Access to the Voilà Wiki

Voilà further helps to identify 1 or 2 program "Ambassadors" in each hotel to act as the main point-of-contact for both Members and internal staff whenever a question or member-related issue arises. These Ambassadors are given special training to ensure their extensive program knowledge.

In addition, all appropriate hotel staff are given access to an online documentation resource called the Voilà Wiki. Similar to "Wikipedia" but developed specifically for Voilà, the Voilà Wiki provides the hotel staff with extensive detail, covering all aspects of program information.



**EXHIBIT D**

**MEMBER WEBSITE FUNCTIONALITY**

Voilà will host and maintain a dedicated Member Website for the Rewards Program. Member Websites are publically available and may be accessed by Members through a sign-in process. The Member Website is targeted for use by current and prospective Members.

The Member Website provides an online booking engine where Members can book any Voilà network hotel. In addition, Members may redeem their points for Award Nights at Voilà network hotels or with any participating redemption partner such as airlines. In summary, among other functions, visitors to the Member Website may:

1. Enroll in the loyalty program
2. View participating Voilà network brands and hotels
3. View hotel-specific benefits/amenities and exclusions
4. View member benefits
5. View program Terms and Conditions and Privacy Policy
6. View redemption categories
7. View real-time hotel room inventory and prices
8. Book hotel reservations and Award nights
9. Redeem partner rewards
10. Manage personal information
11. View account statement, including Tier-level, Voilà point total, number of required nights required to earn next tier, view current and past bookings
12. Specify lodging preferences
13. Specify language and currency preferences
14. Print an image of their member card
15. View promotions
16. Opt-in to member promotions
17. Generate reviews and ratings
18. Complete Surveys
19. Link to Voilà's social media channels
20. Opt out of e-statements and promotional emails
21. View Frequently Asked Questions
22. Contact Voilà Customer Service
23. Notify Customer Service regarding missing points or stay credit

The website also generates many types of transactional email, including, but not limited to:

1. Welcome (enrollment confirmation)
2. Booking confirmation
3. Partner Redemption confirmation
4. Password reset
5. Customer service contact confirmation
6. Update Profile confirmation
7. Fulfillment Eligibility emails (to confirm mailing address)
8. Post-stay emails

**EXHIBIT E**

**CRM WEBSITE FUNCTIONALITY**

Voilà will host and maintain a dedicated CRM Website for the Rewards Program. The CRM Website is available only by hotel staff at participating Voilà network hotels through a sign-in process. The Member Website is targeted for use by hotel staff and program administrators.

In summary, among other functions, users of the CRM Website may:

1. Sign in to the system
2. Search for a Member
3. Select interface language
4. Access a list of reservations made via the Voilà channel, for a specific hotel by date range
5. Enroll members
6. View Macro Program Performance report, which includes:
  - 6.1. Active Members
  - 6.2. Member Stays
  - 6.3. Member Room Nights
  - 6.4. Total Revenue
  - 6.5. Average Length of Stay (ASL)
  - 6.6. Average Daily Rate (ADR)
7. View Room Preparation report
8. View Macro Point Redemption report
9. Manage Members, which includes, but is not limited to viewing and/or updating:
  - 9.1. Number of stays
  - 9.2. Dollars Spent
  - 9.3. Number of Redemptions
  - 9.4. Card Number
  - 9.5. Name
  - 9.6. Marital Status
  - 9.7. Email Address
  - 9.8. Phone Number
  - 9.9. City
  - 9.10. State
  - 9.11. Country
  - 9.12. Contact Preferences
  - 9.13. Interests
  - 9.14. Lodging Preferences
10. View Replacement Card
11. Print Replacement Card
12. Add Member to Fulfillment Queue (to receive a printed card by mail)
13. View Account Activity
14. Contact Customer Service on behalf of a member
15. Credit ad-hoc Eligible Revenue
16. Process a Retroactive Booking or Walk-In Award Night Redemption
17. View Black-Out Dates
18. View Staff Code activity
19. Add new Staff Codes
20. View Help and FAQ's
21. Contact Voilà Customer Service Team



HOSPITALITY MARKETING CONCEPTS

22. Request Program Collateral
23. Learn about Voilà
24. Watch Introduction Video
25. View Participating Hotel Brands
26. View Hotels on a map
27. View Member Benefits
28. View Point Redemption Categories
29. Link to online training materials
30. Link to Voilà member website ([www.vhr.com](http://www.vhr.com)) and Voilà partner website ([www.voilahotels.com](http://www.voilahotels.com))



## **VOILÀ HOTEL REWARDS GENERAL TERMS AND CONDITIONS**

### **1. TERM**

1.1. **HMC Right to Terminate.** HMC shall have the right to terminate this Agreement in the event of the following: (a) Hotel materially breaches the Agreement which breach is not cured within thirty (30) days of written notice thereof; or (b) Hotel becomes insolvent, ceases to function as a going concern or to conduct its operations in the normal course of business, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for the benefit of creditors, or has a receiver or trustee approved for any material part of its properties or is wound up under bankruptcy (collectively, "Bankruptcy").

1.2. **Hotel Right to Terminate.** Hotel shall have the right to terminate this Agreement in the event of the following: (a) HMC's material breach of the Agreement which is not cured within thirty (30) days of written notice thereof; or (b) HMC's Bankruptcy.

### **2. REWARDS PROGRAM**

2.1. **Rewards Points.** HMC and Hotel may award Members with bonus Reward Points for promotions and incentives. HMC reserves the right to enter into global and local VOILÀ partnerships with non-Hotel third parties. Hotel will be automatically be included in these VOILÀ partnerships during the Term. In the case that points are earned in a currency other than U.S. Dollars (the "Folio Currency"), conversion from the Folio Currency into U.S. Dollars will be based on independent global interbank exchange rates for the date of Member checkout from participating VOILÀ Hotel, as applicable. Once Folio Data (as defined in section 6.3 of these General Terms and Conditions) is transmitted to HMC, HMC will convert the Qualifying Folio Revenue for the Member into Reward Points which will then be accessible in the Member's online account. If a guest becomes a Member while staying at Hotel, the guest will earn Reward Points for the Qualifying Folio Revenue attributable to the guest's entire stay.

2.2. **Qualifying Folio Revenue.** Qualifying Folio Revenue will be converted from Folio currency to US Dollars at the exchange referred to in 2.1 above for the date of Member checkout from the Reward Hotel or participating VOILÀ Hotel, as applicable. HMC will calculate Administration Fees for the purpose of section 5.2.2 of the Agreement based on the resulting balances in U.S. Dollar balances. Qualifying Folio Revenue will include all revenue related to all folios submitted to HMC for processing. Any folios that cannot be matched to a valid membership due to inaccurate or incomplete member data will be recorded and held for future identification and will be included in Qualifying Folio Revenue in the month in which the folio is first received.

2.2.1. **Enrollment Stay – Guest Room Revenue is Published on Folio.** If a guest becomes a Lexington Rewards Member while staying at Hotel, regardless of the booking channel (e.g., third-party travel agent, OTA, package, or any other third-party booking channel), and rooms revenue appears on the Lexington Rewards Member guest folio, all eligible revenue attributable to the guest's entire stay is considered Qualifying Folio Revenue.

2.2.2. **Enrollment Stay – Guest Room Revenue is Not Published on Folio ("Confidential Rates").** If a guest becomes a Lexington Rewards Member while staying at Hotel,



regardless of the booking channel (e.g. third-party travel agent, OTA, package, or any other third-party booking channel), and the rate does not appear on the Lexington Rewards Member's folio, HMC will charge the Hotel a flat, one-time fee of US\$7.00 to offset HMC's expenses related to membership materials fulfillment and set-up costs of the Lexington Rewards Member account. For each night during this enrollment stay, 500 Reward Points will be issued to the member and HMC will charge Hotel according to the pricing of Additional Reward Points as defined in section 7.5 of these General Terms & Conditions.

2.3. **Qualifying Folio Revenue** will include all revenue related to room bookings including all items such as breakfast and service fee included in an all-inclusive booking but exclusive of sales tax. This includes all bookings made through participating Hotel central reservation offices, co-branded websites, VOILÀ's websites, or directly with participating Hotel and all corporate rates. Hotel may add additional qualifying revenue categories at any time with prior agreement with HMC.

### 3. **HMC SERVICES**

3.1. **Marketing Materials.** HMC shall produce such co-branded marketing materials ("Materials") which may include membership cards, marketing literature, promotional materials and advertisements regarding Lexington Rewards. Membership cards shall bear the "VOILÀ Hotel Rewards" logo in addition to the branded Lexington Rewards Program logo and shall be valid and honored by Hotel for the Term and shall have no cash or redemption value. HMC will provide reasonable quantities of Materials to Hotel.

3.2. **Design.** As Lexington has opted to adopt a Lexington co-branded solution, the designs will be agreed between Vantage and HMC prior to Program launch

3.3. **Data.** HMC owns and shares on a non-exclusive basis all membership data, including point tracking and award redemptions, in accordance with worldwide privacy standards.

3.4. **Training.** HMC shall provide Hotel staff training related to the Program as referenced in "Exhibit C" of the VOILÀ Hotel Program Agreement.

3.5. **Website.** HMC will administer the VOILÀ Website as referenced in "Exhibit D" of the VOILÀ Hotel Program Agreement.

3.6. **Integration.** HMC will integrate Hotel's information, room availability and rates with HMC's VOILÀ Hotel Rewards system to provide access to Members to all hotels within HMC's VOILÀ network.

3.7. **Customer Service.** HMC shall provide worldwide customer service for Hotel and the Lexington Rewards Members where HMC has existing support offices; otherwise support will be provided from the USA or a designated central office in other regions.

3.8. **CRM.** HMC will provide Hotel with access to the Customer Relationship Management system ("CRM") to monitor Lexington Rewards' program activities at the Hotel, as referenced in "Exhibit E" of the VOILÀ Hotel Program Agreement.



#### 4. **HOTEL OBLIGATIONS**

##### 4.1. **Membership Recruitment**

4.1.1. **Initial Data.** Format of data shall be a CSV file containing guest's first name, last name, complete address, telephone number(s), email address, most recent check out date, and number of total room nights. Hotel represents and warrants that it, to the best of its knowledge, has the authorization necessary in the applicable jurisdiction to lawfully share all information provided to HMC under this Agreement and to permit HMC to use the information as contemplated by this Agreement. Hotel shall not knowingly provide HMC with any information as to which Hotel does not have the necessary authorization.

4.1.2. **Recruitment Level.** [DELETED INTENTIONALLY]

4.1.3. **Member Concentration.** Once Hotel succeeds in achieving a Member Concentration annually of no less than 30%, the minimum member recruitment target will decrease by 10%. Subsequently, member recruitment targets will be further reduced by an additional 10% for each additional 10% of Member Concentration Hotel succeeds in achieving. "Member Concentration" is defined as the number of room nights generated by enrolled Members earning VOILÀ points at the Hotel, as calculated on an annual basis, divided by the number of total occupied rooms comprising the Hotel.

4.1.4. **Integrated Enrollment and Check-In Forms.** Hotel will integrate the VOILÀ enrollment form to VOILÀ's specifications into the existing guest check-in form within 4 months of program launch date, at Hotel's cost, and will offer enrollment to all Hotel guests at check-in. HMC will automatically enroll members from an expanded PMS feed. For member data security, enrollment number must not be entered into the PMS unless the Hotel has received a signed and completed enrolment form.

4.2. **Marketing Materials.** Hotel shall use best efforts to the extent possible and applicable to market the Program in the following ways (it being understood that printed matter such as stickers, will be provided by HMC at no cost to the Hotel):

4.2.1. Provide enrollment forms and riser cards at the front desk and in the business centers.

4.2.2. Place posters in the lobby and in elevators.

4.2.3. Place tent cards in the lobby, in all guest rooms (on the desk) and in bars and restaurants, where applicable.

4.2.4. Place Program materials in the folio at checkout for all guests.

4.2.5. Place stickers regarding the Program on daily newspapers to all guests, if applicable.



4.2.6. Include the applicable Program website address in all of Hotel's consumer-facing collateral, including email signatures.

4.2.7. Include a major, top-level presence of VOILÀ on Hotel's websites, including a prominent button (above the fold) on the homepage that links to the Program Website.

4.2.8. Include a link to be placed on Hotel's website's top-level primary navigation with the name of the Lexington Rewards Program and a URL to the Member Website.

4.2.9. Sign-In form will be added to Hotel's homepage, enabling Members to input their loyalty program username and password, including a link to the Member Website that reads "Lexington Rewards Program."

4.2.10. Integrate the VOILÀ Member Number Field into Hotel's booking engine (field length is 13 numbers) and include a link to the VOILÀ member website, which opens a new window (link syntax will be provided) in your booking engine.

4.2.11. On Hotel's websites, offer guests a single-click option of joining the Lexington Rewards Program at the time of booking a reservation as part of the standard online reservation booking process: and

4.2.12. Provide online access at Hotel to enable guests to register for the Program on-site.

## 5. **REVENUE**

5.1. **Reservation Rates Available.** Reservation-related distribution channels include but are not limited to, HMC's CRS, Lexington's CRS, and any other CRS or distribution platform that is materially relevant to the Lexington Rewards reservation distribution strategy. To facilitate tracking of reservations, Hotel shall, within thirty (30) days of this Agreement and by December 31 for each succeeding calendar year in the Term, load the applicable preferential rates for the period into the PMS and CRS systems as set forth in this Agreement. Rates and availability shall be managed by Hotel online through HMC's or Lexington's CRS. Hotel agrees to manage rates and availability manually via HMC's or Hotel's CRS in the case that an automated link between them is not established.

5.2. **Preferred Rates and Benefits to Program Members.** Subject to last room availability, all existing inventory must be made available to Members. Rates available to all Members, including Lexington Rewards Members, as loaded into HMC's CRS for all available room types or categories must be at or below any publicly available rates regardless of channel.

## 6. **PMS & CRS INTEGRATION AND PROGRAM ADMINISTRATION**

6.1. **Installation.** The installation of necessary scripts and software referenced in section 5.3 of the Agreement includes any technology that will allow for membership card swiping, tracking of customer stay folio data, calculation of eligible Reward Points, real-time transmission of room rate and availability data, and issuance of statements. Hotel will use its best efforts to cause owner/operator of PMS system to cooperate with HMC and Hotel will bear any costs related thereto. If the owner/operator



of the PMS system refuses to cooperate with HMC, Hotel will be responsible for all additional expenses for software integration.

6.2. **Folio Association.** Hotel will enter the membership number at the time of reservation (or if not possible at the time of reservation, at the time of check-in) and associate it with the guest's folio. The Hotel PMS system must be able to accept a membership number in all bookings made: (1) directly with the Hotel; (2) via any voice reservations offices; (3) via the Hotel's website; (4) through travel agency locations and third-party websites; and (5) through the VOILÀ Website.

6.3. **Transmission.** HMC will use commercially reasonable efforts to install software into the PMS ("PMS Integration") at Hotel to facilitate real-time, automated transmission of the Member's entire folio data including the VOILÀ Member Number and the Member's full name, email address, phone number(s), address, room nights, dates of stay and Qualifying Folio Revenue (the "Folio Data"). In the case that a license fee is charged by the PMS provider to open an external interface, each instance of this expense will be the responsibility of Hotel. If direct PMS integration is not possible for technical reasons, Hotel shall electronically transmit the Folio Data in agreed upon format to HMC via FTP files in real time but in any event not less frequently than daily. If electronic transmission cannot be implemented, Hotel must record and upload guest information daily to HMC via an online form.

6.4. **Manual Upload of Non-transmitted Folio Data.** Hotel agrees to manually upload the Folio Data to HMC via an online form that, for any reason, it has cause to believe was not correctly uploaded by the automated PMS or electronically transmitted systems.

6.5. **Information.** Hotel shall provide HMC such information, access, permissions and copies of marketing materials about Hotel as HMC shall reasonably request to perform its obligations hereunder.

6.6. **Communications with Hotel Rewards Members.** Hotel may communicate directly with Hotel Rewards Members and all communications must reflect the current terms and conditions of this Agreement and VOILÀ general program terms & conditions where applicable. Any communication relating to promotions and points must be routed through VOILÀ and will be subject to moderation before distribution to members. Hotel will be responsible for ensuring all information conveyed to Members concerning the program shall be materially accurate at all times.

6.7. **Proof of Membership.** Presentation of a valid membership card or a valid account, accessed via the CRM interface, or a VOILÀ membership number shall be sufficient proof of membership.

6.8. **Refusal to Honor Redemptions.** Any failure of Hotel to honor legitimate Redemptions shall be the liability of Hotel and for any such cancelled redemptions Hotel shall not be reimbursed with the applicable Redemption Fee. Any remedy, financial or material, given by Hotel to satisfy a Member shall be the liability of Hotel.

6.9. **Payment Obligation.** Payment by a Member for any services or products provided to such Member shall be made directly to the applicable Hotel. It shall be the sole responsibility of Hotel to satisfy itself as to such payment and under no circumstances shall HMC be liable for payment for such service or product. HMC shall not be responsible for the failure of any Member to honor any credit card, check or obligation to pay for services or products provided by Hotel.





6.10. **Compliance with Laws.** Hotel shall have in place all applicable permits, approvals, and licenses and shall comply with all applicable laws and regulations. Hotel hereby represents and warrants to HMC that to the best of its knowledge (a) the execution and performance of this Agreement shall not breach any agreement to which Hotel is a party or law, rule or regulation by which it is bound, and (b) Hotel shall not divulge or use any trade secret or proprietary information of a third party in connection with the transactions contemplated hereby.

6.11. **Change in Status.** Hotel shall promptly provide HMC written notice in the event a Change in Status occurs or is likely to occur. The following events shall constitute a Change in Status: (a) Hotel ceases to operate; (b) ownership of Hotel shall be directly or indirectly transferred (by operation of law, sale, transfer, merger, sale of securities or otherwise) and continues to operate under a brand name owned by Hotel; or (c) ownership of Hotel shall be directly or indirectly transferred (by operation of law, sale, transfer, merger, sale of securities or otherwise) and ceases to operate under a brand name owned by Hotel. Upon a Change in Status, HMC shall have the right to terminate this Agreement, and in the event of (a) and (c) Hotel shall cease to be a member of the VOILÀ Network and (ii) in the event of (b) Hotel shall cease to be a VOILÀ Network Member Hotel unless the representative of such Hotel signs a new Agreement.

6.12. **Member Cancellation for Abuse.** HMC represents that it reserves the right to cancel membership and revoke any and all unredeemed Reward Points collected by any Member who appears to be using the Program in a manner inconsistent with the VOILÀ General Terms and Conditions or intent of the Program or any portion of the Program. Reasons for termination include, but are not limited to: (a) violation of these General Terms and Conditions; (b) misrepresentation of any information or any misuse of this Program; (c) violation of any national, state or local law or regulation in connection with the use of membership privileges; (d) commission of fraud or abuse involving any portion of this Program; (e) more than one active account per member; or (f) action, in any other way, to the detriment of the Program or any of its alliances; all as may be determined by HMC in its sole discretion. In the case of Member cancellation, HMC will advise recruiting Hotel via email at the earliest possible opportunity regarding the date and circumstances regarding the Member cancellation.

## 7. **ADDITIONAL REDEMPTION MECHANICS**

7.1. **Guaranteed Availability.** During each calendar month of the Term, Hotel will honor reward redemptions subject to availability in accordance with section 5.4 of the Agreement.

7.2. **Pre-Allocated Black-Out Dates.** Hotel will be allowed an aggregate of twenty (20) nights per calendar year that are not available for reward redemption ("Black-Out Dates"). Black-Out Dates apply for all Phoenix-tier and Orion-tier memberships but not for Centaurus-tier membership or higher membership categories. Except for the first year of the Term, all Black-Out Dates for the next year must be submitted by Hotel to HMC twelve (12) months in advance, no later than December 15<sup>th</sup> of each calendar year for the next calendar year. Black-Out Dates that are associated with a date in the past cannot be modified. At any time during the year, Black-Out Dates associated with dates fifteen (15) days or more in the future may be reallocated to a date more than fifteen (15) days in the future. Black-Out Dates associated with a date fifteen (15) days or fewer in the future may not be modified with the exception of force majeure.



7.3. **Member Redemption.** Members may redeem Reward Points online via the VOILÀ website. The current qualifications and the Reward Points earned per eligible dollar spent for the levels of the Program are listed in Exhibit "A" to the Agreement. Furthermore, HMC may modify, at their sole discretion, the number of Reward Points required for Member Award Night redemptions, upon written notice to Hotel. Members may be allowed from time to time to redeem Reward Points for other, non-Hotel redemption items as offered by redemption partners as contracted by HMC. This ratio may be changed or amended at any time at the sole discretion of HMC.

7.4. **Redemption Fees.** Redemption Fees will be calculated at the time of member booking at a rate of 75% of the published BAR, including taxes. Such Redemption Fee as calculated will be deemed to be inclusive of all, VAT, sales taxes or withholding taxes that may be applicable.

7.5. **Additional Reward Points.** HMC agrees to provide Hotel with Reward Points at the cost of \$0.0045 US Dollars per Reward Point. Hotel may utilize points solely for purposes related to the "Program" as defined in section 3.1 of the Agreement, such as marketing promotions and customer service related activities.

7.6. **HMC Right of Off-Set.** HMC has the right to off-set redemption repayments against (a) any Administration Fee that is due, and (b) any other overdue outstanding balances owed by Hotel to HMC.

## 8. **INTELLECTUAL PROPERTY**

8.1. **Marks.** Hotel hereby represents and warrants that it owns or licenses the trademarks, service marks, domain names and trade names provided by Hotel, its employees, and its assignees to HMC throughout the Term (the "Marks") and has the rights and authority necessary to sublicense the Marks to HMC as provided herein. Hotel hereby grants HMC a nonexclusive, royalty-free, worldwide right and license to use, reproduce, distribute, create derivative works based upon and display (collectively, "Use") the Marks in connection with the activities contemplated by this Agreement for the Term of this Agreement. Hotel represents and warrants that such Use shall not infringe upon or violate the intellectual property rights or any other rights of any person or entity, and will not violate any applicable law or regulation. Except for the license granted hereunder, Hotel retains all right, title and interest in and to the Marks and nothing in this Agreement shall (or shall be construed to) restrict, impair, transfer, license, convey or otherwise deprive Hotel of any of its rights or proprietary interests in the Marks. HMC shall not be permitted to Use the Marks after termination of this Agreement.

8.2. **Member Data.** The database of Hotel Rewards Members' information that is created as a consequence of the Program (the "Member Data") shall be the sole property of HMC. Hotel shall Use the Member Data only as approved in advance in writing by HMC, and solely for the marketing and promotional activities contemplated by this Agreement in conjunction with the Hotel Rewards Program and VOILÀ. For the avoidance of doubt, Hotel may not sublicense, rent or otherwise transfer the Member Data to any third party without HMC's written consent. Hotel agrees to Use the Member Data in accordance with applicable law, the VOILÀ privacy policy and any other guidelines or policies specified by HMC. At the end of the Term or upon termination of the Agreement, HMC will retain sole ownership of the Member Data except as set forth in section 5.5.2 of the Agreement.

8.3. **Member Transfer.** Hotel may, with the written agreement from Lexington, choose to transfer Hotel Rewards Members to a new Hotel loyalty program, at the end of the Term or any



termination of this Agreement, and give the Hotel Rewards Members the option to opt-out of becoming VOILÀ Members. Hotel Reward Members explicitly opting-out of VOILÀ will be transferred to the Hotel's new loyalty program along with the balance of their un-redeemed points. Members transferring to Hotel's new loyalty program are referred to as "Hotel Transferees." Costs related to the transfer of "Hotel Transferees" will be the responsibility of the Hotel. Hotel Transferees will no longer be able to redeem Reward Points at VOILÀ Hotels.

8.4. **Redemption Responsibilities for VOILÀ and Hotel Transferees.** HMC shall continue to assume all responsibilities for future redemption liabilities by VOILÀ Transferees and all future responsibilities for membership administration with respect to VOILÀ Transferees. Hotel will assume all future responsibilities for redemption liabilities and membership administration for all "Hotel Transferees."

8.5. **Materials.** Subject to the terms and conditions of this Agreement, HMC grants Hotel a limited, nontransferable, nonassignable, nonsublicensable, nonexclusive, royalty-free license to Use the Materials only as expressly provided by this Agreement during the Term. Notwithstanding the foregoing, Hotel shall not be permitted to Use trademarks, service marks or trade names of HMC ("HMC Marks") for any purpose whatsoever, without the prior written consent of HMC. Hotel may request that HMC distribute communications to Hotel Rewards Members and/or VOILÀ Members. All communications to Hotel Rewards Members and VOILÀ Members must be approved by HMC in advance, including communication channel, frequency and substance.

8.6. **Personal Data.** Each party represents and warrants that it has and will continue to have full legal authority to process, and transfer, personal data relating to Members and potential Members and that it will only process such personal data in accordance with the applicable data protection laws of the relevant territory, the terms and conditions of this Agreement and for the purposes allowed by such party's privacy statement. Each party represents and warrants that it has in place and undertakes to maintain appropriate technical and organizational measures against the accidental, unauthorized or unlawful processing, destruction, loss, damage or disclosure of personal data relating to Members and potential Members and adequate security programs and procedures to ensure that unauthorized persons do not have access to any equipment used to process such personal data.

8.7. **Member Data Sharing Across VOILÀ Network.** Hotel acknowledges that when any Member books a reservation or redemption via any VOILÀ booking channel, certain information regarding the Member will be transmitted to the destination Hotel. Hotel may only Use information obtained regarding VOILÀ Members as approved in advance in writing by HMC, and solely for the marketing and promotional activities in conjunction with the Hotel Rewards Program. For the avoidance of doubt, Hotel may not sublicense, rent or otherwise transfer any information regarding VOILÀ Members to any third party. Hotel agrees to acquire and Use any information obtained regarding VOILÀ Members in accordance with applicable law, the VOILÀ privacy policy and any other guidelines or policies specified by HMC. Hotel Rewards Members who book reservations or redemptions at other VOILÀ destinations may receive marketing communications from such destinations and will have the option to join other programs in addition to Hotel Rewards.

8.8. **HMC Software.** HMC retains all right, title and interest in and to the Hotel Rewards Co-branded Website, the VOILÀ Rewards website, VOILÀ CRM technology software, HMC's Micros Tracking Software, any property management system integration or any other software developed or integrated with the Hotel Rewards program or the VOILÀ Hotel Rewards Program (collectively, the



"Software"). Hotel shall not reproduce, distribute, display, perform or modify the Software except as expressly set forth herein.

8.9. **VOILÀ Hotel Rewards Intellectual Property.** For the avoidance of doubt, the intellectual property rights relating to the marketing, sale, training and administration of the Program, Members, Membership Benefits, VOILÀ Hotel Rewards Program, including but not limited to the Member Data, VOILÀ Member data, the Materials, the name and mark "VOILÀ Hotel Rewards" and all logos and derivatives thereof, and all other intellectual property related, similar to, or derived therefrom which now exists or may be hereafter developed, except for the Marks (the "VOILÀ Hotel Rewards Intellectual Property") shall be the sole and exclusive property of HMC. Except for the explicit licenses granted hereunder, HMC retains all right, title and interest in and to the VOILÀ Hotel Rewards Intellectual Property, and nothing in this Agreement shall (or shall be construed to) restrict, impair, transfer, license, convey or otherwise alter or deprive HMC of any of its rights or proprietary interests in any intellectual property, content, data, information or any other materials or rights, tangible or intangible. Nothing in this Agreement shall be construed to prohibit or prevent HMC from using the VOILÀ Hotel Rewards Intellectual Property in connection with its own services or otherwise providing, licensing or authorizing use of the same to third parties. The VOILÀ Hotel Rewards Intellectual Property is provided "AS IS," and HMC does not guarantee the accuracy and/or completeness of the data and content included in the VOILÀ Hotel Rewards Intellectual Property. HMC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF OR RELIANCE UPON THE VOILÀ HOTEL REWARDS INTELLECTUAL PROPERTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8.9, HMC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO HOTEL OR ANY THIRD PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY.

## 9. **EXCLUSIVITY**

9.1. **Use of Intellectual Property.** Subject as set out herein, no party shall utilize the Intellectual Property or Confidential Information of another party to market or promote the same or substantially similar program as described herein.

9.2. **Term Exclusivity.** During the Term, Hotel shall not enter into, market, promote or participate in a substantially similar program to the Program or agreement with respect thereto without the express written consent of HMC.

## 10. **CONFIDENTIALITY AGREEMENT**

10.1. **Confidential & proprietary Information.** Each of Hotel and HMC agrees to treat confidentially all confidential or proprietary information ("Confidential Information") of the other party and shall not use or disclose any Confidential Information, except as required by applicable law or as expressly permitted hereunder. Confidential Information shall include (a) the terms of this Agreement, the preferred rates and the compensation and fees paid hereunder, (b) any derivative works of Confidential Information, including analyses and memoranda, (c) the Software and (d) the VOILÀ Hotel Rewards Intellectual Property. Confidential Information shall not include information which is or becomes generally available to the public other than as a result of an unauthorized disclosure by the other party, was available to the other party on a non-confidential basis prior to the disclosing party's disclosure, or becomes available to the other party on a non-confidential basis from a third party not



bound by an obligation of confidentiality. Each party shall use reasonable measures to maintain the confidentiality of the Confidential Information and shall be responsible for the actions of its representatives, officers, employees, consultants and agents.

IN WITNESS WHEREOF, the parties hereto have caused these VOILÀ HOTEL REWARDS GENERAL TERMS AND CONDITIONS to be executed as of the day and year set forth below.

**HOSPITALITY MARKETING CONCEPTS LLC**

By:

\_\_\_\_\_  
Mokhtar Ramadan

Its: CEO

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

**HOTEL**

By:

\_\_\_\_\_ [print name]

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

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

**EXHIBIT C**  
**APPLICATION**



Vantage Franchising, Inc.  
3300 N. University Drive, Suite 500  
Coral Springs, Florida 33065  
(954) 575-2668 • (877) 539-7171 • Fax: (888) 754-3093

### **MEMBERSHIP APPLICATION**

Vantage Franchising, Inc. ("VFI" or "Vantage"), a subsidiary of Vantage Hospitality Group, Inc., is pleased to consider your application for a franchise and brand membership in the Lexington® by Vantage brand.

This Membership Application must be completed completely and accurately. If an item does not apply, please mark not applicable or "NA."

**Please supply all requested attachments for your entity and property.**

When this Membership Application is complete, please send it with all of the requested attachments and the applicable Application Fee by regular mail or overnight carrier to the address listed below. *If you have any questions or require assistance completing this Membership Application, please contact our Development Coordinator at the phone number or email address below.*

VFI reserves the right to approve or deny this Membership Application. You have not yet been granted the membership to operate a franchise and there is no binding obligation on either party unless and until both you and VFI have signed a franchise agreement (which we call a Membership Agreement). Any expenses you incur in constructing, renovating, or operating the hotel in anticipation of joining our brand are at your sole risk and responsibility.

If for any reason VFI does not grant a franchise to you, or a Membership Agreement is not signed by both parties, your Application Fee will not be refunded to you. However, if we decline to accept your application solely because we, in our sole discretion, believe it would negatively impact an existing brand member, we will refund your Application Fee.

Please send the completed application, required documents and application fee of \$3,000 to the following address:

**Development Coordinator**  
**Vantage Franchising, Inc.**  
**3300 N. University Drive, Suite 500**  
**Coral Springs, Florida 33065**  
**Phone: (954) 575-2668/(877) 311-2378**  
**Email: [development@joinvantagefranchising.com](mailto:development@joinvantagefranchising.com)**

## MEMBERSHIP APPLICATION

Applying for: (please check one):      ☐ Lexington Inn      ☐ Lexington Hotel

### A. PROSPECTIVE HOTEL

- ☐ Proposed Construction
- ☐ Conversion of Existing Hotel

Current Hotel Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Current Brand or Flag: \_\_\_\_\_

### B. APPLICANT'S REPRESENTATIVE

*You are authorizing the following individual to be your Designated Representative for this Membership Application and for the Membership Agreement, if a franchise is granted.*

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

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

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

City/State/Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_

### C. PROPOSED FRANCHISEE (Please select one)

- ☐ Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Sole Proprietor
- ☐ Multiple Individuals
- ☐ Other – Please Specify:

\_\_\_\_\_



**1. Onsite Management Contact Information:**

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

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

State/Zip or Province/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_ @ \_\_\_\_\_

**2. Entity**

*You may not use the name of any of our brands, Vantage, or any variation thereof in the entity's name.*

Name of Entity: \_\_\_\_\_

State Formed In: \_\_\_\_\_ Date Formed: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

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

City/State/Zip or City/Province/Postal Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

*Please submit a copy of the following documents with your application:*

- Formation Document(s) filed with the state (examples include: Articles of Incorporation, Certificate of Incorporation, Certificate of Partnership, Articles of Organization).
- Governing Document(s) such as: Bylaws, Shareholders' Agreement, Partnership Agreement, Operating Agreement.

or

☐ to be formed.

**3. Entity Management Structure**

*Please list **all** Officers (may include: President, Treasurer, Secretary, General Partners, Managing Partners or Managing Members). If a general partner, managing partner or managing member is a corporation or other entity, the name and title of the individual signing for the corporation or entity also must be listed; please attach additional pages if necessary.*

a. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

b. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

c. Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

**4. Owners**

*Please list all shareholders, general partners, limited partners, joint venturers, members or individual owners; attach additional pages if necessary.*

a. Name: \_\_\_\_\_ % Owned: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_ @ \_\_\_\_\_

- b. Name: \_\_\_\_\_ % Owned: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_ @ \_\_\_\_\_
- c. Name: \_\_\_\_\_ % Owned: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_ @ \_\_\_\_\_

#### D. REFERENCES

##### 1. Business References:

Company Name: \_\_\_\_\_ Contact \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip or City/Province/Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Account Name: \_\_\_\_\_ Account #: \_\_\_\_\_

##### 2. Bank References:

Name of Bank: \_\_\_\_\_ Contact \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip or City/Province/Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of Account: ☐ Checking ☐ Savings ☐ Loan  
Account in Name of: \_\_\_\_\_ Account #: \_\_\_\_\_

#### E. FRANCHISING AND HOTEL EXPERIENCE

1. Do any of the individuals listed under ownership **currently** own any lodging facilities (hotel, inn or suites), or have any of them **previously owned** any lodging property? ☐ Yes ☐ No

*If "yes" please complete the section below; attach additional pages if necessary.*

| Individual/Entity | Property Name | Vantage<br>Property Code<br>(if applicable) | City/State | %<br>Owned | Currently<br>Own? |
|-------------------|---------------|---------------------------------------------|------------|------------|-------------------|
|                   |               |                                             |            |            |                   |
|                   |               |                                             |            |            |                   |
|                   |               |                                             |            |            |                   |

2. For any of the individuals listed under ownership, please identify the **total number of years** of **hotel ownership or hotel management experience**.

| Individual/Entity | # of Years of Hotel Ownership Experience | Current Number of Hotels Under Ownership | # of Years of Hotel Management Experience | Current Number of Hotels Under Management |
|-------------------|------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------|
|                   |                                          |                                          |                                           |                                           |
|                   |                                          |                                          |                                           |                                           |
|                   |                                          |                                          |                                           |                                           |

#### F. BACKGROUND INFORMATION

For purposes of this section, "Applicant" includes anyone owning a direct or indirect interest in the proposed franchise.

- Is any Applicant now, or has any Applicant ever been a defendant in any lawsuit?  
☐ Yes ☐ No
- Has any Applicant ever filed for bankruptcy? ☐ Yes ☐ No
- Has any Applicant ever been convicted of a crime other than minor traffic violations?  
☐ Yes ☐ No
- Is any Applicant a "Specially Designated National" or "Blocked Person" (as defined below)?  
☐ Yes ☐ No

If "yes" has been indicated for any of questions 1-3, please identify the person, court, case number and outcome below.

| Person | Court Case | Number | Outcome |
|--------|------------|--------|---------|
|        |            |        |         |
|        |            |        |         |
|        |            |        |         |
|        |            |        |         |

"Specially Designated National" or "Blocked Person" means (I) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as such status, (II) a person described in Section 1 of U.S. Executive Order 13224, issued September 23, 2001, or (III) a person otherwise identified by government or legal authority as a person with whom Vantage or its affiliates are prohibited from transacting business. Currently a list of such designations is published under the internet website address <http://sdnsearch.ofac.treas.gov/>. The text of the Executive Order are published under the Internet web site address [www.ustreas.gov/office/enforcement/ofac](http://www.ustreas.gov/office/enforcement/ofac).

#### G. OPERATIONAL DATA (For operating hotels only)

- Please list by month the Occupancy, Average Daily Rate (ADR) and Gross Rooms Revenue for each calendar month during the previous year.

| Month/Year | Occupancy | ADR | Gross Room Receipts |
|------------|-----------|-----|---------------------|
| /          |           |     |                     |
| /          |           |     |                     |
| /          |           |     |                     |
| /          |           |     |                     |
| /          |           |     |                     |

| Month/Year    | Occupancy | ADR | Gross Room Receipts |
|---------------|-----------|-----|---------------------|
| /             |           |     |                     |
| /             |           |     |                     |
| /             |           |     |                     |
| /             |           |     |                     |
| /             |           |     |                     |
| /             |           |     |                     |
| <b>Totals</b> |           |     |                     |

2. Type of PMS/Front Desk System: \_\_\_\_\_
3. Year property opened: \_\_\_\_\_. Has property been upgraded since?  
☐ No ☐ Yes/Year: \_\_\_\_\_
4. Have there been any additions to the property since original opening?  
☐ No ☐ Yes/Year: \_\_\_\_\_

Please list what, if any, upgrades/additions were completed, and when:

---



---



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5. Most recent QA Score: \_\_\_\_\_ (A copy may be required prior to approval)
6. Current GDS/CRS Representation: \_\_\_\_\_
7. Is property AAA/CAA approved? ☐ Yes ☐ No If yes, what is your Diamond rating? \_\_\_\_\_

#### H. FACILITY DESCRIPTION

1. Expected date to open under a new brand: \_\_\_\_\_
2. Year Built: \_\_\_\_\_ Year(s) Renovated: \_\_\_\_\_
3. Number of: Floors: \_\_\_\_\_ Parking Spaces: \_\_\_\_\_  
Total Guest Rooms: \_\_\_\_\_ (# of Standard Rooms \_\_\_\_\_; # of Suites \_\_\_\_\_)
4. Number of Meeting Rooms: \_\_\_\_\_ Seating Capacity of Each: \_\_\_\_\_

5. Is Continental breakfast served onsite? ☐ Yes ☐ No Any hot items? ☐ Yes ☐ No

6. Food and Beverage onsite (or near, as applicable):

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

Meals of Operation: ☐ Breakfast ☐ Lunch ☐ Dinner ☐ 24 Hr.

Number of Seats: \_\_\_\_\_

7. Facilities/Amenities:

☐ Indoor Pool ☐ Game Room ☐ Exercise Room ☐ Outdoor Pool  
☐ Gift Shop or Sundry Shop ☐ Guest Laundry Room ☐ Meeting Facility ☐ Spa  
☐ Other \_\_\_\_\_

8. Are the hotel building and the ground both owned (or to be owned) by you or a related party?  
☐ Yes ☐ No

If "yes" has been indicated but the name under which the deed is held is different from the name under which you are operating the hotel, please indicate the name or names on the deed \_\_\_\_\_

\_\_\_\_\_

If "no" has been indicated, please complete the following:

Is the hotel leased (or to be leased) by you? ☐ Yes ☐ No

Is the land on which it sits leased (or to be leased) by you? ☐ Yes ☐ No

If you have answered "yes" to either or both of these, please complete the following:

☐ Information for Lessor of hotel ☐ Information for Lessor of ground ☐ Same Lessor for both

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

9. When did you or when will you obtain possession of the hotel, whether by lease or purchase?  
\_\_\_\_\_

10. Do you have financing secured for this location? ☐ Yes ☐ No ☐ Not applicable

If "no," please explain financing status (whether for acquisition, renovation or operation).  
\_\_\_\_\_  
\_\_\_\_\_

I certify that, to the best of my knowledge, the information I provided in this Membership Application is complete and accurate.

Furthermore, I agree that in order for Vantage Franchising, Inc. to obtain and maintain accurate contact and credit information, I authorize the referenced companies and/or individuals named in this application and credit reporting agencies to disclose such information to VFI. This disclosed information will be used for the exclusive and confidential use of VFI and its affiliated companies. I also release VFI, its affiliates and their employees, agents, all other entities and their employees providing informational reports.

I understand that by submitting this application I agree to the terms and statements made in this application. (Please have ALL OWNERS OR APPLICANTS WITH A 20% OR GREATER INTEREST sign below)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

### ITEMS TO BE SUBMITTED WITH THIS APPLICATION

Please submit the following items with this Membership Application. This will ensure a quick turnaround time, and will provide Vantage Franchising, Inc., the information needed to evaluate your application.

- ☐ Check for the Application Fee - \$3,000.00 (payable to Vantage Franchising, Inc.)
- ☐ Proof of Ownership or Right to Operate the Lodging Facility (e.g., sales contract, deed, option to lease, lease management contract)
- ☐ Corporate Documents (see page 2 above)

**EXHIBIT D**

**REPRESENTATIONS AND ACKNOWLEDGEMENT STATEMENT**

## REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

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

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

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



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

INITIAL:

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

☐ Yes ☐ No (Initial Here: \_\_\_\_\_)

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

If the lodging facility that you will operate under the Lexington brand is located in Maryland or if you are a resident of Maryland, the following shall apply:

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

[Signature page follows]

**FRANCHISEE:**

Sign here if you are taking the franchise as an  
**INDIVIDUAL(S)**

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

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

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

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

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

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

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

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

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

**EXHIBIT F**  
**GUARANTEE OF PERFORMANCE**

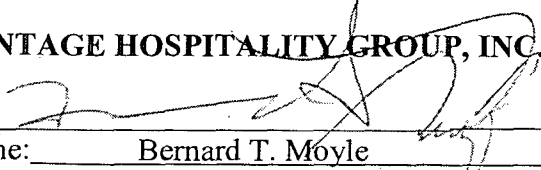
## GUARANTEE OF PERFORMANCE

For value received, **VANTAGE HOSPITALITY GROUP, INC.**, a Florida corporation located at **3300 N. UNIVERSITY DRIVE, SUITE 500, CORAL SPRINGS, FLORIDA 33065** (the "Guarantor"), absolutely and unconditionally guarantees the performance by **VANTAGE FRANCHISING, INC.**, located at **3300 N. UNIVERSITY DRIVE, SUITE 500, CORAL SPRINGS, FLORIDA 33065** (the "Franchisor"), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise (Membership) Agreement identified in its 2016 Franchise Disclosure Document, as it may be amended, and as that Franchise (Membership) Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guarantee continues in full force and effect until all obligations of the Franchisor under its franchise registrations, and Franchise (Membership) Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise (Membership) Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor's default. This guarantee is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guarantee at Coral Springs, Florida on the 18 day of July, 2016.

### **GUARANTOR:**

**VANTAGE HOSPITALITY GROUP, INC.**

By: 

Name: Bernard T. Moyle

Title: Chief Operating Officer and Chief Financial Officer

**EXHIBIT G**  
**LIST OF FRANCHISEES**

LIST OF FRANCHISEES AS OF 12/31/2015

| Company                 | Address                            | City       | State | Zip   | Phone        |
|-------------------------|------------------------------------|------------|-------|-------|--------------|
| New East Frontiers Inc. | 1413 Howe Avenue                   | Sacramento | CA    | 95825 | 916-641-7510 |
| Sung Kull Kim           | 16921 East 32 <sup>nd</sup> Avenue | Aurora     | CO    | 80011 | 303-367-5000 |
| Jai Shri Inc.           | 2813 North Court Road              | Ottumwa    | IA    | 52501 | 641-682-0000 |
| Arpip Inc.              | 1604 West Fayette Avenue           | Effingham  | IL    | 62401 | 217-994-9949 |
| Shalimar Corporation    | 1200 West Gannon Drive             | Festus     | MO    | 63028 | 636-933-1999 |

LIST OF FRANCHISEES SIGNED BUT NOT YET OPEN AS OF 12/31/2015

| Company                          | Address                    | City     | State | Zip   | Phone        |
|----------------------------------|----------------------------|----------|-------|-------|--------------|
| Bryd Enterprises of Arizona Inc. | 1313 North Litchfield Road | Goodyear | AZ    | 85395 | 623-535-1313 |
| MC & Sons LLC                    | 17560 Calle Del Adobe      | Salinas  | CA    | 93907 | 408-399-4949 |

**EXHIBIT H**

**LIST OF FRANCHISEES WHO HAVE  
LEFT THE SYSTEM OR NOT COMMUNICATED**

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

LIST OF FRANCHISEES WHO HAVE  
LEFT THE SYSTEM OR NOT COMMUNICATED  
AS OF 12/31/2015

[NONE]

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



EXHIBIT I

SAMPLE GENERAL RELEASE

**VANTAGE FRANCHISING, INC.**

**GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE**

**Vantage Franchising, Inc.** ("we," "us," or "our") and the undersigned franchisee, \_\_\_\_\_

("you" or "your"), currently are parties to a certain Membership Agreement (the "Membership Agreement") dated \_\_\_\_\_, 20\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal situation]\_\_\_\_\_

\_\_\_\_\_. We have the right under the Membership Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, directors, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and our current and former officers, directors, owners, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the "Vantage Parties") from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Vantage Parties, including without limitation, Claims (1) arising out of or related to the Vantage Parties' obligations under the Membership Agreement or (2) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the Vantage Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Vantage Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

IF THE FACILITY YOU OPERATE UNDER THE MEMBERSHIP AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE VANTAGE PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE VANTAGE PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR."**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Facility is located in Maryland or if you are a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this release on the date stated on the first page hereof.

**VANTAGE FRANCHISING, INC.**

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

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

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

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

**FRANCHISEE**

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

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

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

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

**FRANCHISEE OWNER**

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

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

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

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

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

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

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

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

**EXHIBIT J**

**STATE ADDENDA AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
VANTAGE FRANCHISING, INC.**

The following are additional disclosures for the Franchise Disclosure Document of VANTAGE FRANCHISING, INC. required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

**CALIFORNIA**

1. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A FRANCHISE DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR MEMBERSHIP AGREEMENT.

3. OUR WEBSITE, [www.JoinVantageHotels.com/Lexington](http://www.JoinVantageHotels.com/Lexington), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT [www.dbo.ca.gov](http://www.dbo.ca.gov).

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

Neither we, our parent, predecessor or affiliate nor any person in Item 2 of the Franchise Disclosure Document 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. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

5. The following paragraphs are added to the end of Item 17:

The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or nonrenewal of a franchise. If the Membership Agreement contains a provision that is inconsistent with the law, and the law applies, the law will control.

The Membership Agreement requires binding arbitration. The arbitration will occur at a suitable location chosen by the arbitrator within a 50 mile radius of Coral Springs, Florida. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Membership Agreement restricting venue to a forum outside the State of California.

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

The Membership Agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.

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

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

## **ILLINOIS**

1. The "Summary" section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety.
2. The "Summary" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the state of Illinois apply.

## **MINNESOTA**

1. **Termination Fee.** The Item 6 line item of the Franchise Disclosure Document entitled "Accelerated Fees Upon Early Termination Following your Default or Termination by you Without Cause" will not be enforced to the extent prohibited by applicable law.

2. **Trademark Indemnification.** The following paragraph is added to the end of Item 13:

Provided you have complied with all provisions of the Membership Agreement applicable to the Proprietary Marks, we will protect your rights to use the Proprietary Marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Proprietary Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

3. **Renewal, Termination, Transfer and Dispute Resolution.** The following is added to the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Membership Agreement and 180 days' notice for non-renewal of the Membership Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Membership Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulations or provision in the Membership Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

## **NEW YORK**

1. The following paragraphs are added to the state cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.**

**WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added to the end of Item 3, LITIGATION:

With regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark, no such party:

- A. Has an administrative, criminal, or civil action pending against that person alleging: a felony; 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. In addition, no such party has civil actions pending against that party, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.
- B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action alleging: violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices or comparable allegations.
- C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public



agency or department, including, without limitation, actions affecting a franchise as a real estate broker or sales agent.

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

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

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

We apply the initial franchise fee to defray our costs for site review and approval, sales, legal compliance, salary, and general administrative expenses and profits.

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

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

6. The following is added to the end of the "Summary" section of Item 17(d), entitled **Termination by franchisee**:

You may terminate the Membership Agreement on any grounds available by law.

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

No assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Membership Agreement.

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

However, the governing choice of law and choice of forum should not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

## **NORTH DAKOTA**

1. **Termination Fee**. The Item 6 line item of the Franchise Disclosure Document entitled "Accelerated Fees Upon Early Termination Following your Default or Termination by you Without Cause" will not be enforced to the extent prohibited by applicable law.

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

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The following is added to the end of the "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

4. The "Summary" section of Item 17(v), entitled **Choice of forum**, is deleted and replaced with the following:

Litigation must be exclusively in the state or federal court which is closest to Broward County, Florida, except that, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law you may bring an action in North Dakota.

5. The "Summary" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of Florida will apply.

#### **RHODE ISLAND**

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

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

#### **VIRGINIA**

1. The following language is added to the end of the "Summary" section of Item 17(e), entitled **Termination by franchisor without cause**:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Membership Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

## **WASHINGTON**

1. The following paragraph is added at the end of Item 17:

If any of the provisions in this Franchise Disclosure Document or Membership Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent terms of the Franchise Disclosure Document or Membership Agreement.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
MEMBERSHIP AGREEMENT**

**RIDER TO THE VANTAGE FRANCHISING INC.  
MEMBERSHIP AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Membership Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Membership Agreement occurred in Illinois and the Lexington Inn or Lexington Hotel that you will operate under the Membership Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

2. **GOVERNING LAW; JURISDICTION AND VENUE.** Section 13.10 of the Membership Agreement is deleted and replaced with the following:

13.10. **GOVERNING LAW; JURISDICTION AND VENUE.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

3. **WAIVER OF PUNITIVE DAMAGES CLAIMS AND WAIVER OF JURY TRIAL.** The following language is added to the end of Sections 13.14 and 13.15 of the Membership Agreement:

HOWEVER, THIS SECTION SHALL NOT ACT AS A CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THE ILLINOIS FRANCHISE DISCLOSURE ACT AT SECTION 705/41 OR ILLINOIS REGULATIONS AT SECTION 200.609.

4. **NO CLASS ACTIONS.** Section 13.16 of the Membership Agreement is deleted and replaced with the following:

13.16. **NO CLASS ACTIONS.** THE PARTIES AGREE THAT CLAIMS OF ANY OTHER PARTY OR PARTIES SHALL NOT BE JOINED WITH ANY CLAIMS ASSERTED IN ANY ACTION OR PROCEEDING BETWEEN YOU AND US. NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT. NO IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING SHALL BE USED TO ALTER THE EXPRESS TERMS OF THIS AGREEMENT. EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US OR OUR AFFILIATE, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS. HOWEVER, NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A CONDITION, STIPULATION,

OR PROVISION PURPORTING TO BIND ANY PERSON TO WAIVE COMPLIANCE WITH ANY PROVISION OF THE ILLINOIS FRANCHISE DISCLOSURE ACT OR ANY OTHER LAW OF THE STATE OF ILLINOIS, TO THE EXTENT APPLICABLE.

5. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added as Section 13.23 of the Membership Agreement:

13.23. **ILLINOIS FRANCHISE DISCLOSURE ACT**. Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

**[The remainder of this page is intentionally left blank.]**

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

**VANTAGE FRANCHISING INC.**, a Florida corporation

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE VANTAGE FRANCHISING, INC.  
MEMBERSHIP AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation, with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Membership Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) the Lexington Inn or Lexington Hotel that you will operate under the Membership Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the end of Sections 2.2.d, 9.2.d.iii and 13.3 of the Membership Agreement:

Any release required as a condition of sale, renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION.** The following is added to the end of Sections 2.2, 10.2 and 10.3 of the Membership Agreement:

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

4. **CLAIMS AGAINST THE PROPRIETARY PROPERTY.** The following is added to the end of Section 7.4 of the Membership Agreement:

Provided you have complied with all provisions of this Agreement applicable to the Proprietary Marks, we will protect your rights to use the Proprietary Marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Proprietary Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

5. **ACCELERATED FEES.** The following is added to the end of Section 11.5.a of the Membership Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

6. **GOVERNING LAW; JURISDICTION AND VENUE.** Section 13.10 of the Membership Agreement is deleted and replaced with the following:

**13.10. GOVERNING LAW; JURISDICTION AND VENUE.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS



ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISE OWNER WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

SUBJECT TO SUBSECTION 13.11. AND THE OTHER PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED EXCLUSIVELY IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WHICH IS CLOSEST TO BROWARD COUNTY, FLORIDA, AND WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. **EXCEPTIONS TO ARBITRATION; EQUITABLE RELIEF.** Section 13.12 of the Membership Agreement is deleted and replaced with the following:

**EXCEPTIONS TO ARBITRATION; EQUITABLE RELIEF.** Nothing in this Agreement bars our right to seek specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us, the Proprietary Marks and/or the Brand loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to our obligation to arbitrate the underlying claim if required by Section 13.11). You agree that we may seek such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). A court will determine if a bond is required.

8. **WAIVER OF PUNITIVE DAMAGES AND WAIVER OF JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, Sections 13.14 and 13.15 of the Membership Agreement are deleted.

9. **LIMITATION OF CLAIMS.** The following is added to the end of Article 13 of the Membership Agreement:

MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUES.

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

**VANTAGE FRANCHISING, INC.**, a Florida corporation.

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE  
VANTAGE FRANCHISING, INC.  
MEMBERSHIP AGREEMENT FOR USE IN THE  
STATE OF NEW YORK**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_, (the "Membership Agreement") that has been signed concurrently with this Rider. This Rider is being signed because (a) your are domiciled in the State of New York and the Lexington Inn or Lexington Hotel that you will operate under the Membership Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in New York.

2. **RELEASES.** The following language is added to the end of Subsections 2.2.d, 6.1.b, 9.2.d.iii and 13.3 of the Membership Agreement:

Notwithstanding the foregoing all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

3. **TRANSFER BY US.** The following language is added to the end of Section 9.1 of the Membership Agreement:

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

4. **TERMINATION BY EITHER PARTY.** The following language is added to the end of Section 10.4 of the Membership Agreement:

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

5. **GOVERNING LAW; JURISDICTION AND VENUE.** The following statement is added at the end of Section 13.10 of the Membership Agreement:

THIS SECTION SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE PROVISIONS OF ARTICLE 33 OF THE NEW YORK STATE GENERAL BUSINESS LAW, AS AMENDED, AND THE REGULATIONS ISSUED THEREUNDER.

**[The remainder of this page is intentionally left blank.]**

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

**VANTAGE FRANCHISING, INC.**, a Florida corporation

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE VANTAGE FRANCHISING, INC.  
MEMBERSHIP AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Membership Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the Lexington Inn or Lexington Hotel that you will operate under the Membership Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in North Dakota.

2. **RELEASES.** The following is added to the end of Sections 2.2.d, 6.1.b, 9.2.d.iii and 13.3 of the Membership Agreement:

However, any release required as a condition of sale, renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **ACCELERATED FEES; OTHER DAMAGES.** The following language is added to the end of Section 11.5.a of the Membership Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

4. **GOVERNING LAW; JURISDICTION AND VENUE.** Section 13.10 of the Membership Agreement is deleted and replaced with the following:

13.10. **GOVERNING LAW; JURISDICTION AND VENUE.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW AND EXCEPT AS OTHERWISE REQUIRED BY NORTH DAKOTA LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISE OWNER WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

SUBJECT TO SUBSECTION 13.11 AND THE OTHER PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED EXCLUSIVELY IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WHICH IS CLOSEST TO BROWARD COUNTY, FLORIDA, AND WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY

OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, AND SUBJECT TO YOUR ARBITRATION OBLIGATIONS, YOU MAY BRING AN ACTION IN NORTH DAKOTA FOR CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

5. **ARBITRATION**. The first paragraph of Section 13.11 of the Membership Agreement is amended to read as follows:

13.11. **ARBITRATION**. You and we agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective owners, officers, directors and/or agents, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to the scope or validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliates) or any provision of any such agreements (including the validity and scope of the arbitration obligation under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court); or must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("AAA"). The arbitration proceedings will be conducted by one arbitrator and, except as this Subsection otherwise provides, according to the then-current Commercial Arbitration Rules of the AAA. All proceedings will be conducted at a suitable location chosen by the arbitrator which is within a fifty (50) mile radius of our then current principal place of business (currently, Coral Springs, Florida); provided, however, that to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

6. **WAIVER OF PUNITIVE DAMAGES AND WAIVER OF JURY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Sections 13.14 and 13.15 of the Membership Agreement are deleted.

7. **LIMITATION OF CLAIMS**. The following is added to the end of Article 13 of the Membership Agreement:

THE STATUTES OF LIMITATIONS UNDER NORTH DAKOTA LAW APPLY WITH RESPECT TO CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

**[The remainder of this page is intentionally left blank.]**

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

**VANTAGE FRANCHISING, INC.**, a Florida  
corporation

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED  
LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A  
LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE VANTAGE FRANCHISING, INC.  
MEMBERSHIP AGREEMENT  
FOR USE IN RHODE ISLAND**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Membership Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the Lexington Inn or Lexington Hotel that you will operate under the Membership Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in Rhode Island.

2. **GOVERNING LAW; JURISDICTION AND VENUE**. The following language is added to Section 13.10 of the Membership Agreement:

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT "A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT."

**[The remainder of this page is intentionally left blank.]**



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

**VANTAGE FRANCHISING, INC.**, a Florida corporation

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE VANTAGE FRANCHISING, INC.  
MEMBERSHIP AGREEMENT  
FOR USE IN VIRGINIA**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Membership Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because the Lexington Inn or Lexington Hotel that Franchisee will operate under the Membership Agreement will be established or maintained in Virginia.

2. **TERMINATION BY EITHER PARTY**. The following is added to the end of Section 10.4 of the Membership Agreement:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Membership Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**[The remainder of this page is intentionally left blank.]**

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

**VANTAGE FRANCHISING, INC.**, a Florida corporation

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE VANTAGE FRANCHISING, INC.  
MEMBERSHIP AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is by and between **VANTAGE FRANCHISING, INC.**, a Florida corporation with its principal business address at 3300 North University Drive, Suite 500, Coral Springs, Florida 33065 ("we," "us," or "our"), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Membership Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Membership Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of Washington; and/or (b) the Lexington Inn or Lexington Hotel that Franchisee will operate under the Membership Agreement will be located in Washington; and/or (c) any of the offering or sales activity relating to the Membership Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Membership Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the "Act") and the rules and regulations promulgated thereunder, this Agreement shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which MAY supersede the Membership Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Membership Agreement in your relationship with the franchisor, including the areas termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be, either in the state of Washington, or in a place mutually agreed upon by the parties at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

**VANTAGE FRANCHISING, INC.**, a Florida corporation

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

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

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

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

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

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

**DATED:** \_\_\_\_\_

**(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**NEW YORK REPRESENTATIONS PAGE**

**FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.**

**EXHIBIT K**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Vantage Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Vantage Franchising, Inc. or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our first personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York and Rhode Island law, we must provide this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Vantage Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Vantage Franchising, Inc., 3300 N. University Drive, Suite 500, Coral Springs, Florida 33065, (954) 575-2668. The franchise seller for this offering is:

|                                                                                                                                                 |                                                                                                                                                 |                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> _____<br>Vantage Franchising, Inc.<br>3300 N. University Drive, Suite 500<br>Coral Springs, FL 33065<br>(954) 575-2668 | <input type="checkbox"/> _____<br>Vantage Franchising, Inc.<br>3300 N. University Drive, Suite 500<br>Coral Springs, FL 33065<br>(954) 575-2668 | <input type="checkbox"/> _____<br>Vantage Franchising, Inc.<br>3300 N. University Drive, Suite 500<br>Coral Springs, FL 33065<br>(954) 575-2668 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

Issuance Date: July 18, 2016.

See Exhibit A for Vantage Franchising, Inc.'s registered agents authorized to receive service of process.

I have received a disclosure document dated July 18, 2016, that included the following Exhibits:

|                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A - State Administrators/Agents for Service of Process<br>Exhibit B - Membership Agreement<br><br>Exhibit C - Application<br>Exhibit D - Representations and Acknowledgement Statement<br>Exhibit E - Financial Statements<br>Exhibit F - Guarantee of Performance | Exhibit G - List of Current Franchisee Outlets<br><br>Exhibit H - List of Franchisee Outlets Terminated, Not Renewed or Who Otherwise Left the System<br>Exhibit I - Sample General Release<br>Exhibit J - State Addenda and Agreement Riders<br><br>Exhibit K - Receipts |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|               |                    |                       |
|---------------|--------------------|-----------------------|
| _____<br>Date | _____<br>Signature | _____<br>Printed Name |
| _____<br>Date | _____<br>Signature | _____<br>Printed Name |

Property located (or to be built) at \_\_\_\_\_  
(street address) (city) (state) (zip code)

Please enter the address of the Property, sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail or facsimile, to Vantage Franchising, Inc., 3300 N. University Drive, Suite 500, Coral Springs, FL 33065, fax: 954-827-0934.



**RECEIPT  
(YOUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Vantage Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Vantage Franchising, Inc. or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our first personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York and Rhode Island law, we must provide this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Vantage Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Vantage Franchising, Inc., 3300 N. University Drive, Suite 500, Coral Springs, Florida 33065, (954) 575-2668. The franchise seller for this offering is:

- |                                                                                                                                                 |                                                                                                                                                 |                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> _____<br>Vantage Franchising, Inc.<br>3300 N. University Drive, Suite 500<br>Coral Springs, FL 33065<br>(954) 575-2668 | <input type="checkbox"/> _____<br>Vantage Franchising, Inc.<br>3300 N. University Drive, Suite 500<br>Coral Springs, FL 33065<br>(954) 575-2668 | <input type="checkbox"/> _____<br>Vantage Franchising, Inc.<br>3300 N. University Drive, Suite 500<br>Coral Springs, FL 33065<br>(954) 575-2668 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

Issuance Date: July 18, 2016.

See Exhibit A for Vantage Franchising, Inc.'s registered agents authorized to receive service of process.

I have received a disclosure document dated July 18, 2016, that included the following Exhibits:

- |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A - State Administrators/Agents for Service of Process<br>Exhibit B - Membership Agreement<br><br>Exhibit C - Application<br>Exhibit D - Representations and Acknowledgement Statement<br>Exhibit E - Financial Statements<br>Exhibit F - Guarantee of Performance | Exhibit G - List of Current Franchisee Outlets<br><br>Exhibit H - List of Franchisee Outlets Terminated, Not Renewed or Who Otherwise Left the System<br>Exhibit I - Sample General Release<br>Exhibit J - State Addenda and Agreement Riders<br><br>Exhibit K - Receipts |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|               |                    |                       |
|---------------|--------------------|-----------------------|
| _____<br>Date | _____<br>Signature | _____<br>Printed Name |
|---------------|--------------------|-----------------------|

|               |                    |                       |
|---------------|--------------------|-----------------------|
| _____<br>Date | _____<br>Signature | _____<br>Printed Name |
|---------------|--------------------|-----------------------|

Property located (or to be built) at \_\_\_\_\_  
(street address) (city) (state) (zip code)

Please enter the address of the Property, sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail or facsimile, to Vantage Franchising, Inc., 3300 N. University Drive, Suite 500, Coral Springs, FL 33065, fax: 954-827-0934.

**PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.**