FRANCHISE DISCLOSURE DOCUMENT

G6 Hospitality Franchising LLC
a Delaware limited liability company
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The franchise is for the operation of a Motel 6® motel offering limited services and limited amenities, designed to compete directly with other brands in the transient economy segment of the lodging market ("Motel").

The total investment necessary to begin operation of a newly constructed 100 room Motel (excluding land acquisition costs) is $6,485,025 to $7,945,584. The total investment necessary for conversion of a 100 room Motel (excluding land acquisition costs) is $236,455 to $1,550,072. This total investment includes $35,350 in fixed pre-opening fees that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tina Burnett, Chief Development Officer, at 4001 International Parkway, Carrollton, Texas, email: Burnett_Tina@g6hospitality.com or telephone: 972-360-5434.

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

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

www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: March 3, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

We 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.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This disclosure document describes Motel 6 Motel franchises. In this disclosure document, "we," "us," and "our" means G6 Hospitality Franchising LLC, the franchisor, and "you" or "your" means the purchaser of the franchise. If you are a corporation, limited partnership or limited liability company, certain provisions of the Agreement will also apply to your Owners. These provisions will be addressed in this disclosure document where appropriate. Except as specifically stated otherwise, "you" does not include the Owners of a franchisee that is a corporation, limited partnership, or limited liability company.

The Franchisor

We are a Delaware limited liability company organized in January 2005, whose original name was Accor Franchising North America, LLC. The name was changed in July 2012. Our principal business address is 4001 International Parkway, Carrollton, Texas 75007. We conduct our business under our legal name and offer franchises in the United States under the service marks "Motel 6®" and "Studio 6®". We do not conduct business under any other name. We began offering franchises for Motel 6 Motels in January 2005. We do not operate Motel 6 Motels. We also offer franchises for Studio 6 extended stay motels ("Studio 6 Extended Stay Motels") and Studio 6 suites motels ("Studio 6 Suites") (together, "Studio 6 Motels") under a separate disclosure document. We began offering franchises for Studio 6 Motels in January 2005. We do not operate Studio 6 Motel locations. We have never offered franchises in any other line of business. Our agents for service of process are listed on Exhibit B. The Motel 6 System has been continuously operating since 1962.

Our Parents

Our ultimate parent is BRE/Everbright M6 LLC, a Delaware limited liability company ("Everbright") whose principal business address is 345 Park Avenue, New York, NY 10154. Everbright acquired the United States Economy Hotels Division of our former ultimate parent Accor S.A., including us and certain of our parents and other affiliates on October 1, 2012. Everbright is owned by certain investment funds associated with the Blackstone Group L.P. (NYSE:BX) ("Blackstone") and is managed by an affiliate of Blackstone.

Everbright is the sole member of IBL Limited, LLC, a Delaware limited liability company ("IBL"), whose principal business address is the same as ours. IBL was organized as IBL Limited, Inc., a Delaware corporation on June 29, 1990, and was converted to a Delaware limited liability company in January 2004. IBL is the sole member of our intermediate parent, G6 Hospitality LLC, a Delaware limited liability company ("G6 Hospitality"), whose principal business address is the same as ours. G6 Hospitality in turn owns and controls us through a series of wholly-owned financing subsidiaries. Our operations are managed by G6 Hospitality under a services agreement. G6 Hospitality also provides certain franchise services including but not limited to procurement, e-procurement services, billing, marketing, reservations, renovation assistance, and customer service to our franchisees, directly or through additional affiliates. G6 Hospitality was organized on June 17, 1985, as Motel 6 G.P., Inc., a Delaware corporation. Its name was changed to Accor Economy Lodging, Inc., and then to Accor North America, Inc., then reorganized as a Delaware limited liability company on July 6, 2012, and its name was changed to G6 Hospitality LLC.

Our Predecessors and Affiliates

Our affiliate, Motel 6 Operating, L.P. ("M6 OLP"), is a Delaware limited partnership formed in May 1986, whose principal business address is the same as ours. M6 OLP has operated Motel 6 locations since May 1986, offered franchises for Motel 6 Motels from 1996 through February 2005, and offered franchises for Studio 6 Motels from May 1999 through February 2005.

As of December 31, 2022, there were 1,207 franchised Motel 6 locations in the US and 4 Motel 6 locations owned by our affiliates in the US, for a total of 1,211 locations in the US. As of December 31, 2022, there were 176 franchised Studio 6 Extended Stay Motel locations in the US and no Studio 6 Extended Stay Motel locations owned by our affiliates in the US, for a total of 176 Studio 6 Extended Stay Motel locations in the US. As of December 31, 2022, there were 12 franchised Studio 6 Suites locations in the US and no affiliate owned Studio 6 Suites locations in the US, for a total of 12 Studio 6 Suites locations in the US.

Our affiliate, G6 Hospitality Franchising Canada L.P. ("G6 Canada") is a Delaware limited partnership with an extra-provincial registration in Ontario and has the same principal business address as us. G6 Canada has offered franchises in Canada for the Motel 6 and Studio 6 brands since October 2012. G6 Canada's former affiliate, Accor Canada, Inc. ("Accor Canada"), offered franchises in Canada for the Motel 6 brand beginning in September 2001, for the Studio 6 brand beginning in April 2002 and for the Novotel brand beginning in December 2002. Accor Canda entered in a master franchise agreement with Realstar Hospitality Corporation ("RHC") in 2003 which granted RHC the right to subfranchise, develop and operate Motel 6 Motels, Studio 6 Motels, and Novotel hotels in Canada. The master franchise agreement was amended in November 2007 to terminate RHC's rights to subfranchise, develop and operate Novotel hotels in Canada. The master franchise agreement was amended in July 2011 to allow RHC to subfranchise motel properties by converting them to a Motel 6 Motel. Accor Canada assigned its rights and obligations under the master franchise agreement with RHC to G6 Canada in October 2012. As of December 31, 2022, RHC had subfranchised 34 Motel 6 Motels and 2 Studio 6 Extended Stay Motels in Canada. As of December 31, 2022, our affiliates owned or operated no Motel 6 Motels and no Studio 6 Extended Stay Motels in Canada.

Our affiliate, G6 Hospitality International, Inc. ("G6 International") is a Delaware corporation with the same principal address as us. G6 International has offered transient economy lodging franchises since 2014 in Mexico, Central America and South America under the brand names Hotel 6 and estudio 6. As of December 31, 2022, there were no open or operating properties in Mexico, Central America, or South America.

Our affiliate, G6 Hospitality International India, Inc. ("G6 India") is a Delaware corporation with the same principal address as us. G6 India has offered transient economy lodging franchises in India since 2017 under the brand name, Hotel 6, Motel 6, and Studio 6. As of December 31, 2022, there were no open or operating properties in India.

Entities related to Blackstone are engaged in a variety of business activities in the lodging and hospitality industry, such as ownership of a portfolio of full-service and luxury resort properties operating under various names in different parts of the United States, the Caribbean, and Europe. None of these entities that are related to Blackstone currently offer franchises for these brands and they have no future plans to offer or sell franchises for motels or in any other line of business. However, given the diversity and breadth of the assets under management by entities related to Blackstone, it is possible that one of the related entities may offer franchises in the lodging or hospitality industry. Some of the properties operating through entities related to Blackstone are franchised and operated under license agreements with competitors of ours and our affiliates. Guest lodging properties franchised by or operating through current or former affiliates of

Blackstone may currently or in the future be in the market areas of Motel 6 Motels. These guest lodging properties may compete with you.

Certain investment funds associated with Blackstone and Starwood Capital Group acquired Extended Stay America, Inc. ("ESA") and ESH Hospitality, Inc. ("ESH") in June 2021. ESA merged into ESH, with ESH as the surviving entity. ESH is an affiliate of ESH Strategies Franchise LLC ("ESH Strategies"), the franchisor of the Extended Stay America lodging brands. ESH Strategies has franchised the Extended Stay America lodging brand since 2017. Certain affiliates of ESH have owned, operated, or managed Extended Stay America lodging facilities since 1995. The principal business address of ESH and its affiliates is 11525 N. Community House Road, Suite 100, Charlotte NC 28277.

Except as described above, none of our parents, predecessors, or affiliates offer or have offered franchises in any other line of business.

The Franchise

We offer franchises for the establishment and operation of transient economy lodging facilities offering lodging services with limited amenities at a price that competes directly with other brands in the transient economy segment of the lodging industry, and which operate under the "Motel 6" name and mark and the Motel 6 System ("Motel" or "Motel 6 Motel"). The Motel 6 System is a distinctive system ("System") whose distinguishing characteristics include, among others, a designated Property Management System, a reservation system ("Reservation System"), and a marketing program ("Marketing Program"). Typical amenities and services include lobby coffee service, vending areas, limited in-room amenities, guest laundry (varies by location) and swimming pools (varies by location). We periodically modify aspects of the System.

Motels are identified by the name and mark "Motel 6," and by certain other trade names, service marks, trademarks, logos, emblems and indicia of origin ("Proprietary Marks"). If you have a qualifying property or location, based upon geographic location, room count and nature of the market, we may permit, in our sole and absolute discretion, you to establish a Motel with certain enhanced finishes, furniture, fixtures and equipment, and expanded amenities (such as enhanced lobbies and outdoor areas) and additional in-room amenities, and to utilize the designation "Classic" in connection with the Motel 6 name and mark at your Motel. We may change or designate other Proprietary Marks for use in the System.

The terms, conditions, and obligations under which you operate the Motel are described in a franchise agreement that you and we sign before you begin operations ("Agreement") (see Exhibit D). You must also sign a Technology License and Service Agreement ("Technology Agreement") (see Attachment 4 to the Agreement) with us for the technical services provided by us or our affiliates and licenses or sublicenses for certain software or services used in operating the Motel. Before signing an Agreement or the Technology Agreement, you must sign and submit to us a franchise application including authorization for a credit check and background check ("Application") (see Exhibit C).

To promote uniform quality in Motels operating under the System, we have prepared confidential operating and Brand Standards Manuals and other resources ("Manuals") which contain mandatory and recommended Standards and procedures for operating your Motel and maintaining consistent quality across the System.

The franchises described in this disclosure document are offered for the operation of newly constructed motels and for the conversion of existing properties to Motels or renovation of the property as required under the n at the time of Transfer or Renewal.

If you satisfy our qualifications, we may offer you franchises for both a Motel and a Studio 6 motel ("Studio 6 Motel") to be operated at the same location, either within the same building or in separate buildings adjacent to one another, but in each case with a shared lobby ("Dual Brand Operation"). To obtain a franchise for a Motel to be operated as part of a Dual Brand Operation, you must execute (1) an Agreement for the Motel, (2) a franchise agreement for a Studio 6 Motel, which is substantially similar to the Agreement and attached as an exhibit to the Studio 6 Franchise Disclosure Document ("Studio 6 Agreement"), (3) a Dual Brand Addenda to the Agreement and (4) a Dual Brand Addenda to the Studio 6 Agreement. You must also satisfy all of our then-current requirements for Dual Brand Operations, which may include the following, among others: (1) the same individual or entity must be the franchisee under both the Agreement and the Studio 6 Agreement; (2) the Dual Brand Operation must contain a minimum total room count of 100 rooms, with no less than 30% of the total rooms to be included in the inventory of the Studio 6 Motel; and (3) we must approve the proposed room configuration, layout and any other changes to both the Motel and the Studio 6 Motel.

Unless otherwise defined, all defined terms used in this disclosure document have the meanings given to them in the Agreement.

LIGHT YOUR WAY Diversity Incentive Programs

We currently offer incentives designed to encourage underrepresented minority investors to join the Motel 6 and/or Studio 6 Systems through our LIGHT YOUR WAY Incentive Programs ("LIGHT YOUR WAY"). We launched LIGHT HER WAY geared to women investors and are planning programs for other underrepresented minorities. To qualify for our LIGHT YOUR WAY programs, you must meet our then-current eligibility requirements. If you qualify for one of our LIGHT YOUR WAY programs, we may offer you certain financial and operational incentives such as: a reduction in the Franchise Fee (see Item 5) and/or other financial or operational assistance. We have the sole right to determine which incentives are appropriate for each qualifying candidate. We may add new LIGHT YOUR WAY programs or modify or discontinue any of our LIGHT YOUR WAY programs at any time.

The Market and Competition

The primary market for Motels is that segment of the traveling public interested in low-cost accommodations and basic lodging facilities, and who are willing to forgo some services and amenities (such as restaurants, health clubs, etc.). Most Motel 6 guests do not receive reimbursement for their travel expenses.

We anticipate that you will locate the Motel in an area most convenient to a traveler. These locations will vary by market area, and may include locations near airports, tourist destinations, major highway routes, and other sites that provide easy access for a traveler.

The market for economy lodging services is well-developed. The lodging industry is very competitive in general, and particularly the submarket that appeals to the price-conscious traveler. The Motel is an economy motel offering limited amenities, and intended to compete directly with other economy lodging facilities that offer basic, no frills, lodging accommodations, as opposed to more expensive hotels and motels that offer accommodations with additional services to the public.

Industry-Specific Regulations

Your franchised Motel business must conform to innkeeper liability laws, laws and regulations regarding motel operation and occupancy; laws regulating the posting of motel room rates; motel room occupancy tax laws; laws applicable to zoning and construction, marketing and advertising, price gouging, gaming,

and manufacturing; laws applicable to public accommodations and services such as the Americans with Disabilities Act ("ADA"); laws applicable to handling of sensitive personal information, data privacy and security, such as the Health Insurance Portability and Accountability Act ("HIPAA") and Payment Card Security Data Security Standards ("PCI-DSS"); laws applicable to health and safety, fire and life safety, labor and employment; and, if applicable to your location, laws related to food service and operation of swimming pools. In addition, laws of general application may apply to your Motel. You should consult your attorney for more information on these laws. You should also discuss ADA and state and local accessible facilities requirements with your architect. Finally, you are prohibited from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where this is a credible reason to believe that a guest, employee, or other individual is in immediate danger and is a risk of serious bodily injury or death.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and President: Julie Arrowsmith

Julie Arrowsmith has been our Chief Executive Officer since January 2023, and our President since August 2022. She was our Chief Financial Officer from January 2018 to January 2023. Ms. Arrowsmith was our Executive Vice President of Finance from October 2012 to January 2018. During the same time frames, she served in the same capacity for G6 Hospitality and certain of our other affiliates.

Chief Development Officer: Tina Burnett

Tina Burnett has been our Chief Development Officer since November 2021. She was Division Vice President – Franchise Brand Performance for G6 Hospitality from April 2019 to November 2021. Ms. Burnett was our Vice President – Franchise Strategy and Development from July 2018 until April 2019. She was Managing Director of Development for G6 Hospitality from July 2015 until July 2018.

Chief Brand Officer: Adam Cannon

Adam Cannon has been our Chief Brand Officer since November 2021. He was our Vice President – Brand Management from November 2019 to November 2021. Mr. Cannon was Vice President – Operations for corporate-owned and franchised Studio 6 business from January 2017 to November 2019. During the same time frames, he has served in the same capacity with G6 Hospitality and certain of our other affiliates.

General Counsel and Chief Compliance Officer: Farah Bhayani

Farah Bhayani has been our General Counsel and Chief Compliance Officer since March 2022. She was our Vice President – Legal from July 2019 to March 2022. Ms. Bhayani was our Managing Counsel from April 2015 to July 2019. During the same time frames, she served in the same capacities for G6 Hospitality and certain of our other affiliates.

Chief Growth Officer: John Greenleaf

John Greenleaf has been our Chief Growth Officer since November 2022. He was Chief Operating Officer for Buffalo Lodging Associates, LLC from April 2021 to April 2022. Mr. Greenleaf was Senior Vice President, Global Head of Hilton Garden Inn for Hilton Worldwide from January 2016 to July 2020.

Chief Financial Officer: Perry Ping

Perry Ping has been our Chief Financial Officer since February 2023. He was our Controller from January 2007 to January 2023. During the same time frames, he served in the same capacities for G6 Hospitality and certain of our affiliates or our predecessors.

Chief Information Officer: Brent Haines

Brent Haines has been our Chief Information Officer since September 2022. During the same time frame, he served in the same capacity with G6 Hospitality and certain of our other affiliates. Mr. Haines was Vice President – Property Systems and Client Services of G6 Hospitality from January 2017 to September 2022.

G6 Hospitality

In addition to the individuals described above, the following individuals hold positions with G6 Hospitality, which provides franchise sales and operational support to us.

Regional Vice President – Franchise Development: Mark Rahm

Mark Rahm has been Regional Vice President – Franchise Development for G6 Hospitality since January 2021. He was Director – Franchise Development for G6 Hospitality from May 2014 to January 2021. Mr. Rahm was Director – Franchise Services for G6 Hospitality from May 2012 through May 2014.

Regional Vice President – Franchise Development: Ripal Patel

Ripal Patel has been Regional Vice President – Franchise Development for G6 Hospitality since January 2021. He was Director – Franchise Development for G6 Hospitality from May 2015 to January 2021. Mr. Patel was a franchise developer for G6 Hospitality from February 2013 through May 2015.

Vice President – Franchise Development Services: Curt Eiffert

Curt Eiffert has been Vice President – Franchise Development Services for G6 Hospitality since March 2022. He was Managing Director – Operations Support Services for G6 Hospitality from September 2018 to March 2022. Mr. Eiffert was Director – Property Opening for G6 Hospitality from June 2015 to September 2018.

Division Vice President - Franchise Brand Performance: Scot Maltby

Scot Maltby has been Division Vice President – Brand Performance for G6 Hospitality since November 2021. He was Vice President – Franchise Brand Performance – West for G6 Hospitality from July 2018 to October 2021. Mr. Maltby was our Regional Vice President – Operations from October 2016 until June 2018.

Vice President – Legal and Compliance: Wesley Young

Wesley Young has served as Vice President – Legal and Compliance for G6 Hospitality since March 2022. He served as Managing Counsel, Employment and Risk Management for G6 Hospitality from June 2020 to March 2022 and was a Legal Consultant for G6 Hospitality from July 2019 to June 2020. Mr. Young served as Vice President of Public Affairs for Localogy from October 2012 to December 2018.

Director – Franchise Administration: Rhonda Payne

Rhonda Payne has served as Director – Franchise Administration for G6 Hospitality since June 2018. She served as Director – Franchise Operations for G6 Hospitality from July 2014 to June 2018.

Unless otherwise stated, all individuals listed above are based in our Carrollton, Texas offices.

ITEM 3
LITIGATION

Pending Litigation

Park Property Management, LLC v. G6 Hospitality Franchising LLC, et al., *G6 Hospitality Franchising LLC v. Joseph Park*: Fourth District Court of Utah County, State of Utah, Central Division; Civil No.180401843. On September 19, 2016, we terminated our Agreement with Park Property Management, LLC ("Park Management") for failure to cure a default under the Agreement for nonpayment of fees. On November 16, 2018, Park Management filed this action in state court in Utah, asserting against us, Jackie Nelon (our franchise developer), and Don Finley (our former Vice President of Development) certain claims including breach of contract (against us), breach of the implied covenant of good faith and fair dealing (against us), fraud, negligent misrepresentation, promissory estoppel (against all Defendants), and violation of Utah Consumer Sales Practices Act (against us). On December 12, 2018, we filed an answer denying all claims and included a counterclaim against Park Management for breach of contract and restitution and a third-party claim against Joseph Park, a principal of Park Management, for breach of his guaranty agreement. The parties reached a settlement, which Park Management subsequently and allegedly failed to abide by. In June 2020, the Court entered an order enforcing the settlement and dismissed the action with prejudice and awarded us our reasonable attorneys' fees. Park Management filed a notice of appeal. On June 16, 2022, the Utah Court of Appeals affirmed the trail court's order enforcing the settlement and awarded attorney's fees to us. Park Management further appealed and filed its petition for writ of certiorari with the Utah Supreme Court. On November 23, 2022, the Utah Supreme Court denied the petition for Writ of Certiorari, thus upholding the lower appellate court's holding enforcing the settlement in our favor. We are seeking an amended judgment that includes attorney's fees we incurred defending the appeal to the Utah Supreme Court.

Prior Actions

Jane V., John A., John E., Jane F., John D., John M., Jane N., and John W., individually and on behalf of all others similarly situated v. Motel 6 Operating, L.P. and G6 Hospitality LLC, United States District Court for the District of Arizona. On or about January 23, 2018, the Mexican American Legal Defense And Educational Fund, Inc. ("MALDEF") filed suit against our affiliate and predecessor Motel 6 Operating, L.P. and our parent G6 Hospitality LLC (collectively, the "Affiliated Entities") on behalf of certain resident individuals in Arizona and others similarly situated, challenging the Affiliated Entities' alleged "corporate policy and/or practice of disclosing guest registration information, including guests' personal information, to agents of United States Immigration and Customs Enforcement ("ICE") within the U.S. Department of Homeland Security ("DHS")." These plaintiffs sought to certify a class for claims of alleged discrimination in violation of 42 U.S.C § 1981, conspiracy in violation of 42 U.S.C. § 1985(3), violation of the Fourth Amendment, Consumer Fraud in Violation of A.R.S. § 44-1522, tort for intrusion upon seclusion in violation of Arizona law, and false imprisonment in violation of Arizona law. By Joint Motion dated November 2, 2018, the parties sought court approval of an agreed Settlement, pursuant to which the Affiliated Entities would pay certain damages, attorney fees and costs, as well as enter into an agreed three-year consent decree. The court held a Final Approval Hearing on February 7, 2020, and the court approved

the parties' joint motion to approve the settlement agreement and entered an order certifying the class for that purpose on February 18, 2020. The court also entered a Consent Decree requiring the Affiliated Entities to change its practices and procedures for sharing of guest information with federal immigration authorities over a three-year period, including but not limited to adopting a brand standard prohibiting Motel 6 and Studio 6 franchised properties from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is a risk of serious bodily injury or death. The court's order also authorized the Claims Administrator to distribute funds to class claimants in varying amounts from the total settlement fund of $10,000,000, obligated the Affiliated Entities to fund the administration of the claims process in an amount not to exceed $1,000,000, and required payment of $500,000 in attorneys' fees to counsel for the class. The three-year period under the Consent Decree expired by its own terms on February 18, 2023.

Government Actions

State of Washington v. Motel 6 Operating, L.P. and G6 Hospitality LLC, King County Superior Court of the State of Washington, No. 18-2-00283-4SEA. On or about February 2, 2018, the State of Washington filed suit against the Affiliated Entities alleging that the Affiliated Entities "employed a corporate policy or practice of providing guest registry information, including the guests' personal identifying information, upon request to agents of U.S. Immigration and Customs Enforcement within the Department of Homeland Security. The State of Washington alleged claims for unfair or deceptive acts and discrimination under Washington's Consumer Protection Act and discrimination under Washington law. On April 4, 2019, the State of Washington and the Affiliated Entities filed a Joint Motion for entry of a negotiated Consent Decree. On April 26, 2019, the Court approved the agreed 3-year consent decree providing for certain changes to the Affiliated Entities' practices and procedures for sharing of guest information with federal immigration authorities, including but not limited to adopting a brand standard prohibiting Motel 6 and Studio 6 franchised properties from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is a risk of serious bodily injury or death, as well as operating 24-hour hotline to field questions from the Affiliated Entities employees about these policies and an online complaint mechanism for guests, implementing training programs regarding these policies, maintaining specified records, and submitting a compliance plan and regular reports to the State of Washington. We agreed to pay $12,000,000 to the Attorney General of the State of Washington as a settlement fund to be used by the Attorney General's office for restitution, compensation to individuals for monetary damages claimed to be related to the Affiliated Entities' alleged actions, and other costs and expenses incurred by the Attorney General's office in pursuing these claims and administering the settlement funds. The 3-year period under the Consent Decree expired by its own terms on April 26, 2022.

Collection Actions Initiated by Franchisor

G6 Hospitality Franchising LLC v. Shubh Laxmi Charlotte, Inc. and Joseph Molinaro, individually, Superior Court of New Jersey, Essex County, Case ESX-L-003312-22, filed June 7, 2022.

Other than the 4 actions described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Fixed Pre-Opening Fees

Below are the fees that you will pay to us or our affiliates before opening your Motel if you are (i) constructing a new Motel, (ii) converting an existing motel to a Motel 6 Motel or (iii) converting a corporate-owned Motel to a franchised Motel. See Item 6 for fees that apply for a Transfer or Renewal. Unless otherwise noted, all fees are uniformly imposed, payable to us or our affiliates, and non-refundable.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Application Fee	$5,000	No later than the date you sign the Agreement	We can ask you to pay this fee any time before you sign the Agreement after certain legal requirements are satisfied. This fee is fully earned and non-refundable when paid. For a Dual Brand Operation, you must pay a separate Application Fee for the Motel and the Studio 6 Motel
Site Evaluation Fee (new construction) PIP Fee (conversions)	Currently $1,850	No later than the date you sign the Agreement	We may ask you to pay this fee any time before signing the Agreement after certain legal requirements are satisfied. If we reject your Application before performing the site evaluation or preparing a PIP, we will refund your Site Evaluation or PIP Fee. For New Construction, this fee covers our review of the proposed site for building your Motel and includes travel and related expenses for up to one site visit. For Conversions, this fee covers our preparation of a PIP outlining required renovations for conversion to a Motel 6 Motel and includes travel and related expenses for one site visit. For Dual Brand Operation, if the Applications for both brands are submitted at the same time, you will only pay one Site Evaluation or PIP Fee.
Franchise Fee	Currently: $20,000 (up to 150 rooms); or $30,000 (151 or more rooms)	Payable upon signing the Agreement	We may, in our sole discretion, reduce the Franchise Fee if: you or your affiliates are an existing Motel 6 and/or Studio 6 franchisee in compliance with their Agreements; you are signing multiple Agreements at the same time; or we determine a reduction is appropriate due to market conditions or market penetration. If you qualify for one of our LIGHT YOUR WAY incentive programs (see Item 1), we may reduce the Franchise Fee by up to $10,000 for each Agreement you sign with us or offer you other incentives in our sole discretion. For Dual Brand Operation, you must pay a Franchise Fee for both the Motel and the Studio 6 Motel; calculation of

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
			the number of guestrooms is made separately for the Motel and Studio 6 Motel.
Opening Package Fee	Currently $4,500	Payable upon invoice before opening	Currently, the Opening Package Fee covers initial General Manager training for one trainee (see Item 11), an initial property photography package for the Motel 6 website(s) ("Photo Shoot"), one email license for the Motel, and the opening kit (which includes signage, labels, and various other supplies we specify). We may reduce the Opening Package Fee if you are converting a corporate-owned Motel to a franchised Motel, and you retain the existing General Manager. For a Dual Brand Operation, you will receive two email licenses and will pay only one Opening Package Fee if both the Motel and the Studio 6 Motel are ready for the Photo Shoot at the same time and open at the same time. We may, in our sole discretion, increase the Opening Package Fee by a reasonable amount between the date you sign the Agreement and your Opening Date, to cover our costs associated with the Opening Package.
Opening Assistance Fee	Currently $4,000	Payable upon invoice before opening	Currently, the Opening Assistance Fee covers on-site opening assistance and training, pre- and post-opening administrative support and revenue management services, onsite installation of and training on the Property Management Software ("PMS") system, and other required technology and orientation of General Manager and motel staff to our Standards and processes (see Item 11). We may, in our discretion, conduct all or part of the training and assistance virtually. For a Dual Brand Operation, you will pay only one Opening Assistance Fee if the Motel and the Studio 6 Motel open at the same time. We may, in our sole discretion, increase the Opening Assistance Fee by a reasonable amount between the date you sign the Agreement and your Opening Date, to cover our costs associated with your opening assistance.

Variable Pre-Opening Fees

Below are the fees that you will pay to us or our affiliates before opening your Motel if you are (i) constructing a new Motel, (ii) converting an existing motel to a Motel 6 Motel or (iii) converting a corporate-owned Motel to a franchised Motel. Unless otherwise noted, all fees are uniformly imposed, payable to us or our affiliates, and non-refundable. Unless otherwise noted, for a Dual Brand Operation,

you must pay the applicable fee for both the Motel and the Studio 6 Motel. See Item 6 for similar fees that apply to a Transfer or Renewal.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Initial General Manager Training for Additional Person	Currently $750 per additional attendee	Upon Demand	Payable for each additional attendee if you include more than one attendee at the same Initial General Manager Training.
Ancillary Trip Fee	Currently $900	Upon demand	Payable for each additional round-trip visit we or our representatives make to your Motel post-opening: in connection with Opening Training and Assistance or if we agree to a PIP that includes phases to be completed post-opening.
Inspection/Re-Inspection Fee	Currently $3,000 to $5,000	Upon Demand	Payable for each inspection or re-inspection if we determine that we must inspect or re-inspect your Motel before Opening because: (1) we cannot obtain required information from you; (2) we cannot determine the status of your Motel; (3) we cannot determine if you have complied with the project requirements or milestone dates; or (4) you notify us that your Motel is ready for opening, but we or our agent find your Motel has not satisfied all requirements for opening. The amount varies depending on the extent of the non-compliance and the amount of time necessary to resolve it.
Opening Extension Fee	Currently $2,500 to $5,000	Upon demand	If you fail to timely open your Motel, you must pay us an opening extension fee for every 6-month extension until the Motel opens. The amount of the fee varies based on the status of the project and the degree of your communication and cooperation. For a Dual Brand Operation, if the extended Opening Date is the same for both the Motel and the Studio 6 Motel and both projects open on the extended Opening Date, you will pay only one fee, otherwise, you must pay the fee for each of the Motel and the Studio 6 Motel This fee does not apply to conversion from a corporate-owned Motel to a franchised Motel unless the Motel is closed for renovation.

ITEM 6
OTHER FEES

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
General			
Royalty[1]	5% of Gross Room Revenues	Monthly upon Invoice	We may, in our sole discretion, reduce the Royalty Fee, for a designated period of time or for the Term of the Agreement if: you or your affiliates is an existing Motel 6 and/or Studio 6 franchisee whose existing locations are in compliance with their Agreements; you are signing multiple Agreements at the same time; or we determine that a reduction is appropriate due to market conditions or market penetration.
Program Fee[1,2]	Currently 3% of Gross Room Revenues	Monthly upon Invoice	We may periodically increase the Program Fee but not by more than 0.5% in any 12-month period. Your Program Fee will not exceed a maximum of 5.5% of your Gross Room Revenues during the term of the Agreement.
Reservation Fee[1,3]	Currently 1% of Gross Room Revenues	Monthly upon Invoice	We may periodically increase the Reservation Fee but not by more than 0.5% in any 12-month period. Your Reservation Fee will not exceed a maximum of 2% of your Gross Room Revenues during the term of the Agreement.
Technology/IT Fees			
IT Services Fee	Currently $300 per month plus $3.05 per Authorized Guest Room per month	Monthly upon invoice	Payable commencing on the first day of the first month after your Motel opens as a Motel 6 to support the development, maintenance and operation of the PMS, support for Central Reservations, and maintenance for the revenue management system, website, software support and updates, and other PMS-related software support we provide, including integration, first level support, and Help Desk support. We may periodically modify or increase this fee.
PMS Software Fee	Currently $3.50 per Authorized Guest Room per month	Monthly upon invoice, in arrears	Currently, you must use HotelKey and pay this fee for use of the PMS Software. We may periodically modify or increase this fee.
Online Subscription Fee (currently, Learning@ Lightspeed)	Currently $500 to $1,000	Annually upon invoice	You must participate in online training. The subscription fee for online training may vary. For a Dual Brand Operation, you pay one Online Subscription Fee for your Motel and Studio 6 Motel, collectively.

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
Portal Access Fee	Currently, $3 to $5 per user	Monthly	We may begin charging this fee during 2023 or later and may periodically modify or increase this fee. We will provide a seamless authorization, through a single sign-on, for services, systems, or other online applications we make available for you to operate your Motel (such as VersaPay and access to distribution partners). You will be granted access to other portal-based applications as they are made available. It will also provide for user self-service including password management and reset functionality.
Direct Connect Service / Channel Fees	Currently, $1.50 to $2.50 per reservation	Monthly	Payable if booked on a G6 direct connect platform for a third-party distributor or sales account and other non-OTA customers who connect directly or indirectly to our central Reservations System. You must reimburse us for development and maintenance expenses to build and maintain direct connectivity to distribution partners, as well as administrative services related to billing, dispute resolution and clearing (including overhead). In the future, we may charge per reservation booked through Motel6.com; any individual PPP; or any of our other consumer websites.
Motel-specific Premium Property Page ("PPP) / Microsite Fee	Microsite / PPP $299 set-up and $499 annually Professional Property Photos, $699 Single Brand or $999 Dual Brands Content Translation $199 set-up and $99 annually	Upon Invoice	All Motel 6 locations are listed on the Brand website and enrolled in global distribution systems (GDS). The PPP fee is payable if you choose to have a Motel-specific PPP. We must host any Motel-specific PPP. We may charge for professional property photos as all Motel images must meet minimum quality and size requirements as defined in the Manual. Any additional services you request will be provided at $25 per hour subject to availability.
Booking, Distribution and Sales-Related Fees/Pass-Through Costs			
Sales Boom Program Fee	Currently $1,200	Monthly, upon Invoice	Payable if you elect to use this optional program designed to provide your Motel with dedicated local outside sales services, including: a dedicated sales support manager, local account solicitation, RFP targets, and group bookings. There is a 6-month minimum commitment. The availability of the Sales Boom Program is limited to resources available at the time of request.

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
Revenue Management for Hire Service	Currently: Advanced Revenue Service: $499 to $699 Premier Revenue Service: $599 to $849 The cost varies based on the number of Authorized Guest Rooms at your Motel.	Monthly, upon invoice	Payable if you elect to use these optional revenue management services. Advanced Revenue Service includes a monthly strategy call; daily review of rate allocation, price structure and price restrictions; special event system alters and notification setup; coordinated responses for national and corporate sales leads; channel and segment mix reviews, including GDs, OTAs, etc.; up to 90-day forward-looking pace and position review; weekly and monthly reporting on STR, mix of sales, pace and rate exceptions, while Premier Revenue Services also includes group pricing review and guidance and RFP and national sales lead review and guidance. Either Service requires a 6-month minimum commitment.
Booking Fees and Travel Agency Commissions	Currently 10% to 20%	Upon Invoice	If an invoicing clearinghouse bills you for such amounts, you must pay those amounts and any administrative fees to that clearinghouse to reimburse us and our affiliates for travel agency commissions and booking fees that we or they pay on your behalf to third parties for reservations at your Motel.
Corporate*Plus*@6 Processing Fee	Currently 4% of Corporate*Plus*@6 room revenue and related taxes. CorporatePlus@6 accounts may be eligible for discount and/or rebates up to 20%.	Upon Invoice	You must participate in the Corporate*Plus*@6 program, which offers centralized nationwide billing privileges to companies who utilize a minimum number of room nights annually across the Motel 6 and Studio 6 brands. You must pay the processing fee on all amounts direct billed and any rebates applicable to qualifying room revenue. You may also participate in similar, optional Motel level direct billing programs if the customer is only using your Motel.
National Sales RFP Tool Fee	Currently $199	Annually	You must participate in the National Sales RFP Tool process and pay us or our affiliates this annual fee. The National Sales RFP Tool process makes your Motel visible to Travel Managers and Centralized Travel Planning Agencies, so you are eligible to take advantage of revenue from high-volume national sales accounts who are interested in conducting business with the Motel 6 and Studio 6 brands.
Conferences and Training			
Annual Conference Fee	Currently $1,850 to $5,000 per Motel for one	Upon Invoice	You, or your managing owner or executive, must attend our annual conference and pay an Annual Conference Fee for each Motel you own. For a Dual Brand Operation, you pay one annual

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
	attendee per Motel		conference attendance fee for your Motel and your Studio 6 Motel, collectively. Each additional attendee will be charged an additional fee. We may change the requirements as to who must or may attend on behalf of a Motel and may change the amount of the fee annually. You must pay for any travel and related expenses of you and/or your employees to attend.
Additional Training	Currently $1,500 to $3,500 per person, depending on length of training program	Upon Invoice	We may offer optional training classes on-line, at our headquarters, at your Motel, or in your regional area. We may periodically require you or your employees to attend additional or refresher training programs if, among other things, you fail to comply with Standards, fail an assessment, or are placed in default. We may make completion of such training a condition of curing a default or clearing an assessment deficiency or quality failure. You must pay the per person fee for any optional training you elect to attend and/or any training we require. If training is not provided at your Motel, you must pay travel and related expenses of you and/or your employees to attend. If we provide training at your Motel, you must pay the travel and related costs for our trainers.
General Manager Training (Replacement)	Currently $1,500 per attendee	Upon Invoice	If you replace the General Manager at your Motel, the new General Manager must complete General Manager Training at our headquarters or virtually within 2 months after hire. This fee applies to General Manager training other than training included in the Opening Package, Transfer Package, Renewal Package or Additional Person fees.
General Manager Training (Additional Person)	Currently $750 per person	Upon Invoice	If you send more than one attendee to replacement General Manager Training at the same time, this fee will apply to each additional attendee.
Miscellaneous Fees			
Customer Care Research Response Fee	Currently $124	Upon Invoice, if incurred	If you fail to resolve a guest complaint or a guest satisfaction survey response in accordance with our policies and Standards and we intervene, you must pay us the Customer Care Research Response Fee and reimburse us for any (a) expenses we or our affiliates incur to resolve the guest complaint and (b) compensation paid to the guest.

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
CRN Intervention Fee	Currently $50 or $124 for each Negative Experience Contact, based on CRN Score	Monthly upon Invoice, if incurred	If your guest complaints per 10,000 room nights on a rolling 12-month basis ("CRN Score") does not meet the Standard for the Brand, you must pay a CRN Intervention Fee for each guest complaint, claim, negative comment, or negative review ("Negative Experience Contact") we receive for your Motel, in addition to any Customer Care Research Response Fee and reimbursement for a guest complaint or claim.
Guest Survey Fee	Currently $40	Monthly upon Invoice, if incurred	The platform is used to manage all Online Reviews and Guest Satisfaction Surveys as well as reports and analyses of both. You may use this platform to respond to Guest Satisfaction Surveys.
Late Fee	Currently $250	Upon Invoice, if incurred	Payable per occurrence on any overdue monthly invoices.
Interest	Lesser of 1.5% per month or the maximum rate permitted by law	Upon Invoice, if incurred	Payable on all overdue amounts from the date payment was due until such amount is paid.
Returned Check / Declined ACH Fee	Currently $50	Upon Invoice, if incurred	Payable if a check for any fees due us fails to clear or any payment to us by any method is declined by your financial institution.
Call Transfer Fee	Currently $0.99 to $2.99 per call	Monthly Upon Invoice	Currently, the call transfer service is optional, but we may make your use of the service a mandatory Brand Standard in the future. If you choose to use the call transfer service, you must pay this fee for each call transferred from your Motel to the call center to handle the reservation. Currently, we are considering options to improve the service and may, in our sole discretion, modify the call transfer service. The service may include an automated attendant program to route phone calls to your Motel. We may, in our sole discretion, modify or increase the call transfer fee, and may require you to pay us, our affiliates or an approved vendor.
Payment / Invoice Processing Fee	As incurred	Upon Invoice	Currently, you must make all payments to us using our required on-line application, VersaPay. If you pay us using any other method or request an alternate form of invoice and we incur a bank or processing fee or other cost as a result, you must reimburse us.

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
Expedited Document Request Fee	Currently $500 to $1,500 per document	Upon Invoice	You may request that we produce and/or sign documents for your lenders, landlords, or third-party suppliers, such as Comfort Letters, SBA Addenda, Letters of Good Standing, or other similar documents. If you request that the documents be provided within 7 business days or less, we may charge you the Expedited Document Request Fee. The fee varies based on the nature and complexity of the document and how much notice you provide to us.
Pass-Through Sales Tax and Similar Taxes	Varies by state and local taxing authority	Upon Invoice	If goods or services provided by us or third parties are subject to sales tax or similar taxes, you will pay the amounts of such taxes invoiced by us and/or any amounts of such taxes invoiced directly to you by third parties, including taxing authorities.
Alternative Supplier Fee	Currently $1,000 to $10,000	Upon Invoice	If we specify a required vendor for a product or service required by the Standards and you propose a different vendor or product, we may charge you a reasonable fee to review and evaluate the alternative vendor, product, or service. The amount will vary depending on the amount of time required, and our costs involved, in a review and evaluation.
Securities Offering (Public Offering or Private Placement)	Currently $10,000	Upon Invoice	Payable if you intend to make a public offering or private placement. You must submit your offering documents to us for review before use. Our review is limited to assessing compliance with the Agreement, use of our Marks, and description of the rights and obligations covered by the Agreement. For a Dual Brand Operation included in the same offering, you pay only one fee.
Compliance, Remedies, Damages, Similar Charges			
Quality and/or Standards Non-Compliance Intervention Fee	Currently $1,000 to $5,000 per inspection or intervention	Upon Invoice	We may periodically inspect your Motel to evaluate your compliance with our Standards. You must provide our representative with lodging without charge. We may charge fees to cover our costs and expenses for certain inspections and evaluations, corrective action plans and/or our administrative costs in dealing with your non-compliance. The amount of the fee varies depending on the extent of the non-compliance and the level of intervention required to resolve it. Currently, if we notify you that you are in default, and we are unable to obtain required information from you; or we are unable to determine the project or cure status, or your compliance with milestone

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
			dates, or if you notify us that you have completed all requirements but our representative finds that you have not satisfied all requirements, then, in addition to any other amount due, we may charge you a fee for each inspection, re-inspection or intervention.
Fee for Audit or Re-Audit of Books and Records	Currently $3,500 to $5,000 per audit or re-audit, plus any amounts owed	Upon Invoice	We may periodically examine your books, records and tax returns or have an independent audit made at our expense. If our inspection or audit discovers an underpayment of 5% or more of the total amount that should have been paid to us, then you must reimburse us for our costs and expenses of conducting the examination or audit. If your Motel fails or partially fails an audit, or if we could not complete an audit because you did not provide requested documents in advance of the audit visit, we may charge you a fee for conducting the audit, and for each follow-up inspection or audit that we consider necessary to resolve the matter. In every case, you must also pay any amounts owed to us.
Indemnification	Varies	Upon demand	You must reimburse us or our affiliates for any liability, loss, cost, threat, suit or expense, including attorneys' fees, investigative fees and court costs which may arise out of or related to your operation of the Motel, or your performance under any agreement with us, without regard to our actions (other than our intentional and willful acts or omissions).
Liquidated Damages For Early Termination	Currently $2,000 per Authorized Guest Room	5 days after termination	Payable as liquidated damages and not a penalty if the Agreement is terminated before the end of the Term due to your default, including your failure to open the Motel. If the Motel is part of a Dual Brand Operation, we may collect these damages for each Brand.
Liquidated Damages for Opening Without Permission	Currently $50 per Authorized Guest Room per day	Upon demand	Payable as liquidated damages and not a penalty if you begin renting rooms in the Motel before we authorize you to open as a Motel 6 Motel, for each day the Motel is open for business without our authorization, to compensate us for the unauthorized use of our trademarks. If the Motel is part of a Dual Brand Operation, and both open without authorization, we may collect these damages for each Brand.
Trademark Infringement / De-	Currently $50 per Authorized Guest Room per day	Upon Demand	Payable if, after termination of your Agreement, you fail to comply with the de-identification obligations under your Agreement and our other

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
Identification Fee	plus our costs of removing signage if you fail to do so.		procedures for removing Motel 6 signage and other indicia of our intellectual property to compensate us for the unauthorized use of our trademarks. This fee is in addition to any liquidated damages for early termination. If the Motel is a part of a Dual Brand Operation, we may assess this fee for each Brand.
Dispute Resolution Costs and Attorneys' Fees	Reasonable attorneys' fees, court costs and expenses of litigation or other dispute resolution	Upon demand	The prevailing party in any suit or proceeding is entitled to recover from the other party. For a Dual Brand Operation, the prevailing party will be entitled to recover from the other party under each of the Motel 6 Agreement and the Studio 6 Agreement; but no duplicative recovery may be sought or paid.
Insurance Procurement	Our actual cost and expenses	Upon Invoice	Payable only if you fail to procure mandatory insurance and we do it for you.
Renovations/Transfers/Renewals			
Transfer Application Fee	Currently $5,000	No later than the date you sign the documents required to effect your Transfer	Not refundable unless we reject the Transfer Application and we have not visited the site/area or provided other assistance. We can request this fee be paid any time before your signing of the documents required to effect your Transfer, after certain legal requirements are satisfied.
Transfer Fee	Currently $10,000	Payable no later than 10 days before the Transfer closing date	Payable for Transfer of the remainder of the Term of an existing Agreement to a buyer. If the buyer wants a longer term, additional fees may apply (see Additional Fee for Extended Term). We reduce the fee to $2,500 if a majority Owner is obtaining ownership interests from a minority owner. We do not charge a fee for certain transfers.
Renewal Application Fee	Currently $5,000	No later than the date you sign the Renewal Agreement	We can request this fee be paid any time before signing the Agreement after certain legal requirements are satisfied.
Renewal Franchise Fee	Currently: $10,000 (up to 150 rooms); or $15,000 (151 or more rooms)	No later than the date you sign the Renewal Agreement	This fee is for a renewal term of 10 years (see Additional Fee for Extended Term if more than 10 years is desired) and is generally 50% of our then-current Franchise Fee at the time of renewal. We can request this fee be paid any time before signing the Agreement after certain legal requirements are satisfied.

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
Additional Fee for Extended Term (Transfer or Renewal)	Currently up to an additional $10,000 (up to 150 rooms), or $15,000 (151 rooms or more).	Payable with Transfer or Renewal Franchise Fee	Payable if a Transferee requests an additional term beyond the remaining original term of the Agreement or a renewing Franchisee requests a renewal term longer than 10 years. We may charge up to the amount of our then current franchise fee being charged for new franchises.
Property Improvement Plan ("PIP") Fee	Currently $1,850	When we prepare a PIP	You must pay a PIP Fee for our preparation of a PIP upon Transfer, Renewal, or required periodic renovation under the Agreement. The PIP Fee is non-refundable unless we reject an Application and have not visited the site or provided other assistance. The PIP Fee includes the travel and related expenses for one site visit if needed.
Transfer / Renewal Package	Currently up to $4,500	Payable no later than 10 days after the Transfer closing date or the Renewal Date as applicable	Currently includes General Manager Training at our headquarters for 1 person; updated Property Pics; and 1 email license for the Motel. For a Dual Brand Operation, the Package includes 2 email addresses, and you will only pay one Package Fee if both Motels are ready for the Photo Shoot at the same time and the Transfers / Renewals occur at the same time. We may reduce the fee if you retain the existing General Manager and/or motel staff or if updated Property Pics are not needed. We may, in our sole discretion, increase the Package Fee by a reasonable amount to cover costs associated with the Package.
On-Site and Other Transfer / Renewal Training and Assistance	Currently up to $4,500	Upon Invoice.	The fee covers On-Site and Other Transfer or Renewal Training and Assistance for pre- and post-Transfer or Renewal administrative support and revenue management, onsite installation / updating and training on the PMS system, and other required technology and staff training (see Item 11). For a Dual Brand Operation, you will only pay one fee in respect of your Motel and your Studio 6 Motel, so long as both Motels Transfer / Renew at the same time. We may, in our sole discretion, increase the fee by a reasonable amount to cover costs associated with the assistance we or our affiliates provide to you. We may reduce the fee if you retain the existing General Manager and/or motel staff after a Transfer. We may, in our discretion, conduct all or part of the training and assistance virtually.

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
GM Training Additional Person Transfer / Renewal	Currently $750 per additional attendee	Upon Invoice	If you include more than one attendee at the General Manager Training in connection with a Transfer / Renewal, this fee will apply to each additional attendee attending at the same time.
Ancillary Trip Fee	Currently $900	Upon Invoice	If we find it necessary to make more than one round trip to the Motel to provide additional Renovation / Transfer / Renewal Training and Assistance, each additional visit will incur this fee

Notes:

* Unless otherwise noted, all fees are imposed by and payable to us or our affiliates and are non-refundable. Unless otherwise noted, for a Dual Brand Operation, you must pay the applicable fee for each Motel. Unless otherwise directed on the applicable invoice or other demand, all invoices must be paid, and any disputes of charges must be sent, through the designated electronic payment system (currently VersaPay) in compliance with the requirements of the VersaPay application and our instructions. We may annually adjust, for inflation, all fixed dollar amounts under the Agreement, for changes to the U.S. Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) ("Index") as published by the U.S. Bureau of Labor Statistics ("BLS") Index. If the BLS no longer publishes the Index, then we will designate a reasonable substitute measure.

(1) Gross Room Revenues means the gross receipts (whether collected or uncollected) attributable to or payable for the rental of Authorized Guest Rooms at the Motel, including, the gross revenues used in calculation of business interruption, rent loss, or similar insurance for the Motel insurance proceeds will be included in Gross Room Revenues only when you actually received them. Gross Room Revenues do not include gratuities to employees or service charges levied instead of gratuities to employees. It also does not include federal, state, or local taxes or fees you collect. Gross Room Revenues will not be reduced by any of your expenses, including, but not limited to, credit card commissions, bad debts (or reserves for bad debt), taxes or refunds. Authorized Guest Rooms means the number of guest rooms identified in Attachment 2 to the Agreement. You may not change the number of Authorized Guest Rooms in your Motel without our permission.

(2) The monthly Program Fee currently supports the development, operation, and administration of the Marketing Program, and development, maintenance, support, and enhancement of the brand support functions to support and enhance the System. We may, in our sole discretion, make changes to the services and systems supported by the Program Fee and may allocate the Program Fee among the covered functions as we consider appropriate (see Item 11). You must also pay for other Motel-specific advertising and promotions (such as in-room acrylic holders), point-of-sale, and other such materials as may be used to periodically promote the System. And, at a minimum, you must also obtain a telephone number or numbers and maintain a public business listing for the Motel at your expense. These costs vary based on vendors.

(3) The Reservation Fee supports the development and operation of our Reservation System. We may, in our sole discretion, make changes to the services and systems supported by the Reservation Fee and may allocate the Reservation Fee among the covered functions as we consider appropriate.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT USING CURRENT PROTOTYPE GEMINI FOR 100 ROOM RENOVATED MOTEL OR NEW CONSTRUCTION MOTEL

TYPE OF EXPENDITURE	RENOVATION [17,18]	NEW CONSTRUCTION [19]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Site Selection and Amounts Payable to Us					
Market Feasibility Study[1]	$0 - $10,000	$0 - $15,000	Lump Sum	As Arranged	Consultants
Property Ownership or Acquisition Costs[2]	See Note 2	See Note 2	As agreed	As Arranged	Third Parties
Initial Fees Paid to Us [3]	$35,350	$35,350	Lump Sum	On demand	Us
Opening Extension Fee[3]	Variable	Variable	Lump Sum	Upon invoice	Us
Ancillary Trip Fee[3]	Variable	Variable	Lump Sum	Upon invoice	Us
Planning & Due Diligence[4]					
Architectural, Design Fees (plans); Environmental Assessments, Research / Testing /Abatement/Permits, Impact and Other Fees	$0 - $70,000	$120,000 - $270,000	As Arranged	As Arranged	Third Parties
Implementation Phase					
Site and/or Civil work[5]	$0	$80,000- $250,000	As Arranged	As Arranged	Third Parties
Construction Expenses[6]	$0 - $591,983	$5,203,364 - $5,983,868	As Arranged	As Arranged	Third Parties
Construction Contingency[6]	$0 - $29,599	$260,168 - $299,193	As Arranged	As Arranged	Third Parties
Furniture, Fixtures & Equipment (FF&E), Materials Only[7]	$16,659 - $422,479	$485,851 - $583,021	As Arranged	As Arranged	Third Parties
FF&E Contingency[7]	$0 - $21,124	$24,293 - $29,151	As Arranged	As Arranged	Third Parties
Signage (faces, boxes, monument, pole sign) [8]	$5,300 - $55,000	$20,000 - $55,000	As Arranged	As Arranged	Third Parties
WIFI Infrastructure[9]	$0 - $10,000	$5,500 - $10,000	As Arranged	As Incurred	Third Parties
Telephone System[10]	$700 - $1,200	$1,500-$10,000	As Arranged	As Arranged	Third Parties
PMS and Credit Card Processing Equipment and Related Costs[11]	$4,000 - $5,000	$4,000 - $5,000	As Arranged	As Arranged	Third Parties
Opening Inventory & Supplies[12]	$29,446 - $88,337	$100,000 - $190,000	As Arranged	As Arranged	Third Parties

TYPE OF EXPENDITURE	RENOVATION [17,18]	NEW CONSTRUCTION [19]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Insurance[13]	Varies	Varies	As Arranged	As Arranged	Insurers
Utility Deposits[14]	Varies	Varies	As Arranged	As Arranged	Utilities
Grand Opening Expense[15]	$0 - $5,000	$0 - $5,000	As Arranged	As Arranged	Third Parties
Additional Funds for Initial Phase[16] (3 months of operations)	$145,000 - $205,000	$145,000 - $205,000	As Arranged	As Arranged	Third Parties
TOTAL (excluding land acquisition costs)	**$236,455 - $1,550,072** (renovation) or **$6,485,025 - $7,945,584** (new construction)				
Total Per Guest Room	**$2,365 - $15,501** (renovation) or **$64,850 - $79,456** (new construction)				

Notes:

(1) **Market Feasibility Study**. The purpose of a market feasibility study is to gauge demand, rate potential, and appropriateness of the location and other aspects of the proposed project. While we do not require a market feasibility study or recommend a consultant, we believe a market feasibility study is useful and a lender or other funding source may require one. If you undertake a market feasibility study, the estimated cost is $5,000 to $15,000.

(2) **Property Ownership or Acquisition Costs**. We do not provide an estimate for the cost to acquire real estate on which to build a new motel or to acquire an existing motel to convert or any ongoing cost associated with existing ownership/maintenance of a motel to be converted. There are significant cost variations for real estate and existing motels among geographic areas, different sites, and various options for what you may purchase. Typically, new construction Motels require about 1 acre of real property, and you should factor that in as you look for real estate and talk to local advisors.

(3) **Initial Fees Paid to Franchisor.** This estimate of initial fees due to us or our affiliates for a 100 room Motel includes the Application Fee, Franchise Fee, Opening Assistance Fee, Opening Package Fee, and PIP Fee (renovation) or Site Evaluation Fee (new construction). See Item 5 for information about the amounts, payment terms and whether those fees are refundable. If your Motel has 151 rooms or more, the franchise fee will be $10,000 more and other costs in this chart will be higher.

(4) **Planning and Due Diligence.** This estimate includes architectural, design and engineering fees for plans and related materials, environment site assessment (ESA) reports, research, testing and abatement, permits, licenses, deposits, sewer and water fees, storm fees, development impact fees, and other related fees payable both before and during construction. While we do not require proof that your intended site is environmentally appropriate, the risk of environmental problems and liability to you, your investors and lenders makes an environmental survey a practical necessity. You should discuss with your consultants and obtain renovation or construction plans that meet the Americans with Disabilities Act requirements.

(5) **Site and/or Civil Work.** This estimate includes site preparation, grading, earthwork, paving, surfacing, site utilities, landscaping, and irrigation for a typical site (that does not have difficult or peculiar land use, design, and/or grading aspects). You may experience additional cost (site premiums) if your site requires

unusually extensive preparation, environmental cleanup, rock excavation, dewatering, unusual foundation or drainage requirements, or governmental impact fees.

(6) **Construction Expenses**. For a new construction Motels, this includes an estimate of the construction costs for one building, including building materials and labor, and includes builder's risk insurance, installation of FF&E, and supervision, overhead and profit that is typical for the construction industry. The cost variations are due, in large part, to variations in labor, materials and methods of construction. This estimate assumes that you do not construct a swimming pool (about $40,000 to $80,000 extra) but includes construction of an on-site laundry. For a conversion Motel, this includes an estimate of the cost to renovate an existing motel to Motel 6 Standards. You may need to upgrade safety and security equipment, such as lighting, CCTV, digital recording, and perimeter fencing, to enhance the safety and security of the property and meet Motel 6 Standards. Renovation costs will vary based on the requirements outlined in the PIP. Construction and renovation costs may vary due to local building codes and market conditions. We have included a separate Construction Contingency line which is meant to address potential increases and volatility in the materials and logistics markets due to, among other things, the ongoing supply chain crisis.

(7) **FF&E, Materials Only**. This estimate includes equipment (such as TVs), furniture, soft goods, flooring and fixtures for guest rooms, lobbies, and common areas. It does not include freight (which vary by carrier and distance), taxes (which vary by jurisdiction), or installation (included in the Construction Expenses) (see Note 6). The cost variations are due, in large part, to the types of finishes and materials you may select. We have included a separate FF&E Contingency line which is meant to address potential increases and volatility in the materials and logistics markets due to, among other things, the ongoing supply chain crisis.

(8) **Signage.** We recommend the largest exterior pole-mounted or pylon sign allowed by local zoning and sign ordinances. This estimate also includes building signage and smaller directional signage or "identity package."

(9) **WIFI Infrastructure.** You must provide guest WIFI access in accordance with Motel 6 Standards. The cost of establishing the infrastructure for guest WIFI, including WIFI hardware (access points, network switches, antennas), network cabling and installation, varies depending on WIFI hardware vendor and on whether WIFI is connected to a separate dedicated data circuit.

(10) **Telephone System.** You must have a phone system/service with an auto attendant function, call transfer capability, and direct 911 dialing capability. The cost of phone systems varies widely by geographic area, vendor, and type (hosted (cloud-based) phone system or PBX-type phone system). For a conversion property, if you have an existing PBX, we estimate your cost to record new greetings and modify the existing PBX will be about $700.

(11) **PMS and Credit Card Processing Equipment and Related Costs.** This estimate includes two check-in devices and two credit card terminals and associated access hardware and software, including 1 wireless router for internal network connectivity as the standard configuration for the required "front office systems" and includes access to the cloud-based PMS and other applications and to the Reservation System (see Item 11). Changes in the PMS or approved credit card processor or other changing technology requirements may require additional expenditures by you, either before or after your Opening Date and these estimated costs vary over time. In addition to these pre-opening costs, the PMS, other applications and equipment require payment of ongoing monthly or annual fees, to us or our affiliates or to third parties. For fees payable to or

through us or our affiliates, see Item 6. Currently, fees payable directly to vendors for the required configuration include a credit card tokenization fee of 3¢ per transaction; this fee may increase in the future.

(12) **Opening Inventory & Supplies**. This estimate includes the cost of linens and towels, forms, shirts, badges, collateral materials, cleaning supplies, miscellaneous tools, and operating equipment.

(13) **Insurance.** The cost of Builder's Risk Insurance is built into the Construction Expense cost. During operation of the Motel under the Agreement, you must arrange and pay for certain minimum types and levels of coverage in accordance with the Standards, which we may periodically amend (see Attachment 5 to the Agreement). The cost of coverage will vary based on selected carrier, coverage levels, geographic location, special provisions, and other factors, including your risk profile. Your selected insurance carrier may require you to pre-pay some or all of your insurance premiums before your Opening Date. You should identify your insurance carrier as soon as possible to determine the requirements.

(14) **Utility Deposits.** Utility costs vary widely and the policies of utility companies regarding deposits and when they must be paid vary by jurisdiction and utility company. You should check with your local utility companies. For a conversion motel, you may have already made utility deposits.

(15) **Grand Opening Expense.** Depending on the location of your motel and the characteristics of the market in your area, you may wish to hold a Grand Opening event. We do not require you to hold a Grand Opening event or expend any particular level of funds for Grand Opening advertising and marketing. Costs for such events vary widely depending on the size and nature of the event.

(16) **Additional Funds.** This is "cash on hand" to support initial operations. Cash needs will vary, but we believe this is a minimum figure for operating a 100 room Motel during its start-up phase, which we calculate to be 3 months. This is only an estimate, however, and there is no assurance that additional funds will not be necessary during this start-up phase or after.

(17) **Dual Brand Motel Renovation**. We offer an opportunity to convert an existing Motel to a Dual Brand Motel. Based on a 50/50 split of Motel 6 rooms and Studio 6 rooms, the costs for this renovation are the same as the Renovation column above, except for: Construction Expenses: $0 - $606,233; Construction Contingency: $0 – $30,312; FF&E, Materials Only: $16,659 - $559,473; FF&E Contingency: $0 - $27,974; and Opening Inventory & Supplies: $30,378 - $91,135. With these differences, the total cost for Dual Brand Motel renovation is estimated to range from $237,388 to $1,712,175 and the Total Cost per Guest Room is estimated to range from $2,374 to $17,122.

(18) **Motel 6 Classic Renovation**. We offer an opportunity to convert an existing motel to a Motel 6 Classic motel. The costs for this renovation are the same as the Renovation column above, except for: Market Feasibility Study: $0 - $15,000; Architectural, Design; Environmental Assessments, Permits, Impact and Other Fees: $100,000 - $120,000; Construction Expenses: $350,000 - $2,941,700; Construction Contingency: $17,500 – $147,085; FF&E, Materials Only: $450,000 - $660,000; FF&E Contingency: $22,500 - $33,000; and Opening Inventory & Supplies: $58,892 - $176,675. With these differences, the total cost for Motel 6 Classic Renovation is estimated to range from $1,189,242 to $4,410,010 and the Total Cost per Guest Room is estimated to range from $11,892 to $44,100.

(19) **Dual Brand Motel New Construction**. We offer an opportunity to construct a new Dual Brand Motel. Based on a 50/50 split of Motel 6 rooms and Studio 6 rooms, the costs for a new build Dual Brand Motel

are the same as the New Construction column above, except for: Construction Expenses: $5,765,500 - $6,630,325; Construction Contingency: $288,275 – $331,516; FF&E, Materials Only: $643,394 - $04,242; and FF&E Contingency: $32,170 – $40,212. With these differences, the total cost for Dual Brand Motel New Construction is estimated to range from $7,240,688 to $8,856,646 and the Total Cost per Guest Room is estimated to range from $72,407 to $88,566.

We relied on our and our affiliates' experience in the industry when preparing these figures, and with respect to certain cost estimates, we relied on estimates from suppliers, from proposed bids from potential suppliers, and from our actual experience at one or more properties. Specifically, the construction / renovation costs are for a new construction / renovation project in the Dallas-Fort Worth market. To the extent that the assumptions described in the notes above are not applicable to your situation, and/or to the extent there are differences at your Motel or location that differ from the experience, facts, or data that led to these estimates, YOUR COSTS AND EXPENSES MAY BE HIGHER. You should consult with your architects, engineers, general contractors, hospitality consultants, attorneys and/or accountants who may be able to provide more specific figures for your Motel.

Except as otherwise described above, all payments are non-refundable. We do not offer financing for any part of your initial investment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate your Motel in strict conformance with our Standards, including the methods and specifications we periodically prescribe in the Manuals or otherwise in writing. The Standards may relate to any aspect of the operation of your Motel.

Suppliers

All fixtures, furnishings, equipment, signs, services, materials, computer systems, software and supplies (collectively, "Supplies") for the Motel must meet our Standards and specifications, as outlined in our Manuals, which we may periodically amend. To ensure that Motels are uniform and of similar quality, and to maintain the identity, integrity and reputation of the System, you must purchase certain Supplies from designated suppliers, which may include us or our affiliates ("Approved Suppliers"). Currently, you must purchase hardware and Software for your Computer Systems, bedspreads, drapes, signage, certain casegoods, and certain other brand-specific items for the Motel through the G6 Hospitality e-procurement marketplace system or directly from our Approved Suppliers. Except as stated below, neither we nor any of our affiliates are the only Approved Supplier for any required goods or services. Suppliers may pay rebates ranging from 0% to 5% to us or our affiliates based on franchisee purchases. One supplier pays a variable rate rebate to us or our affiliates.

You may not purchase Supplies that must be purchased from Approved Suppliers from unapproved suppliers. If you want us to consider other suppliers, you must submit a request to us in writing, together with any evidence of conformity to our specifications or Standards that we may reasonably require. When approving suppliers, we consider the durability, quality and aesthetics of the supplier's products, the supplier's ability to meet our Standards and specifications, and the supplier's maintenance and service capability. We may require samples from the supplier for evaluation and testing and that our representatives be permitted to inspect the supplier's facilities. You must pay for the reasonable cost of the evaluation and testing, whether or not we approve the supplier. We will notify you of our approval or disapproval of the proposed supplier after we complete evaluation and testing. The Agreement does not specify any time

within which we must notify you of our approval or disapproval of a proposed supplier. Our current practice is to notify you within 30 business days after completion of the evaluation and testing. If you do not receive notice of our approval or disapproval within this time, the supplier is disapproved. We may revoke our approval of items or suppliers if we determine that the items or suppliers no longer meet our Standards or specifications. When you receive written notice that we have revoked our approval of a supplier, you must stop purchasing from that supplier.

If we do not require you to use a designated source or Approved Supplier for a particular item, you may purchase the item from any source you choose, as long as your purchases conform to the Standards. We have the right to restrict the sourcing of current and future items.

Computer System

You must purchase, install, and use certain brands, types, makes, and/or models of hardware, software, peripheral equipment, and support services to such hardware, software, and peripheral equipment that we designate in the Manuals or otherwise in writing. We have a license to use, and to sublicense to others, the Computer System and Software. We are the only Approved Supplier for the Computer System and Software.

You must have internet connectivity to utilize the Computer System and Software. You must obtain the necessary hardware through our Approved Suppliers, as applicable, and in accordance with our current agreements with those suppliers. The hardware must be installed before the opening of the Motel. You are responsible for all costs associated with installation, maintenance, and monitoring of the hardware. You are responsible for ensuring the Internet connection and cabling are functional at your property. Any issues related to your Internet Service Provider are your responsibility to resolve.

We have established Standards for offering Wireless Internet Access services to guests. We may periodically amend these Standards to protect our Affiliates' computer network, to permit us and you to meet our legal obligations for data confidentiality and privacy, and to comply with other Standards of the System. You must provide Basic WIFI, as defined in the Standards, free of charge to guests. You are not required to provide Premium WIFI, as defined in the Standards, but if you do, you must comply with the price and terms Standards on which Motel 6 offers Premium WIFI to guests.

Please see Item 11 for further information on our Computer System requirements.

Signage, Interior Design Package and Photography

You must purchase the exterior signage for your Motel from an Approved Supplier. The list of approved signage suppliers is provided upon request. You must select and purchase the approved interior design package (which includes interior logo'ed signage) from an Approved Supplier. You must purchase a Photo Shoot of the property from our Approved Supplier.

Guest Rooms

You must provide television channels and services, including HBO, as listed in the Manuals. The mandatory television channels and services may periodically change. The mandatory television channels and services can be delivered through an Approved Supplier, or by antenna, cable, or satellite.

You must use a state certified and licensed pest control provider to treat and control pests including bed bugs.

We or our affiliates have or may negotiate purchase arrangements (including price terms) with suppliers for the benefit of our franchisees. We do not have any purchasing or distribution cooperatives.

We or our affiliates do not provide material benefits (for example, renewal or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of particular suppliers.

We participate in an e-procurement marketplace system. Many of the items that you must purchase to meet Standards and specifications may be purchased through the G6 Hospitality e-procurement marketplace system or directly from Approved Suppliers. Items purchased through the G6 Hospitality e-procurement marketplace system may include a percentage or per unit mark-up to cover our incremental expenses and overhead or to fund conventions at our sole discretion.

For our fiscal year ended December 31, 2022, we had total revenues of $76,006,823 according to our audited financial statements. We did not receive any revenues from franchisees for required products and services. Our affiliate, G6 Hospitality, received revenues of $4,707,809 for required products and services. Of this amount, $4,169,730 or 88.6% was attributable to Motel 6 franchisees and $538,079 or 11.4% was attributable to Studio 6 franchisees.

We or our affiliates may receive rebates or payments related to specific items that are purchased directly from suppliers by franchisees or that we purchase for our franchisees. A portion of these rebates may be used to offset the costs of developing and marketing these items and to cover G6 Hospitality's general expenses. In addition to the rebates identifiable to franchisees' purchases, our affiliates may receive incentive payments from suppliers based on total volume of sales to us, our affiliates and our franchisees. These incentive payments are not identifiable to any particular purchase and are not allocated or paid to franchisees.

For our fiscal year ended December 31, 2022, we have received no rebates or discounts from Approved Suppliers for sales attributable to our franchisees. In the fiscal year ending December 31, 2022, our affiliates received a total of $886,195 in rebate payments from all suppliers for all sales attributable to purchases by or on behalf of all Motel 6 and Studio 6 franchisees, whether made through our affiliate G6 Hospitality or directly from the supplier through the e-procurement system. Of this amount, $771,340 or 87% was attributable to Motel 6 franchisees and $114,854 or 13% was attributable to Studio 6 franchisees.

It is difficult to estimate your purchases from required, approved or other suppliers. Required suppliers are those offering products or services that you must use in operating a motel. Approved Suppliers negotiate pricing and warranty terms with us and make products and services available to franchisees under the negotiated pricing and warranty terms. For the opening of a new construction Motel, about 50% of your FF&E is from Required suppliers. For ongoing operation of your Motel, we estimate 20% to 40% of your products or services come from Required or Approved Suppliers, but you could choose to purchase 100% of products and services from Required or Approved Suppliers.

There are no suppliers in which any of our officers own an interest.

Marketing

All marketing and promotional materials you use must be in the media and format and of the type that we approve according to the procedures in our then current version of the Manuals. You must conduct your marketing and promotional activities in a responsible and professional manner, and they must conform to our Standards. At least 15 business days before the date on which you intend to print or record the materials, you must submit to us for review and approval samples of all proposed advertising and promotional materials for the Motel. We may disapprove, in our reasonable discretion, any of these materials upon written notice to you. We may revoke our approval of any advertising and promotional materials that were previously approved by us upon 30 days' prior written notice. You must immediately discontinue using any of these materials upon receipt of written notice that we have revoked our approval.

You may not establish or operate your own website for the Motel, and you may not conduct any e-commerce over the Internet, World Wide Web (including, but not limited to, Facebook, Twitter or any other e-commerce, digital marketing platforms, or social media sites) or other electronic communication system, except as permitted by, and in strict compliance with, our then current version of the Manuals. Currently, the Manuals provide that if you choose to create a PPP for your Motel, you must have the PPP hosted and certified compliant by us or an Approved Supplier. We may modify or amend the Manuals, company websites, or the list of Approved Suppliers at any time. If you elect to implement a PPP for your Motel, you will be responsible for all costs and expenses associated with the development and maintenance of the PPP, including any fee payable to us (see Item 6). If you fail to maintain your approved PPP according to the Manuals or Standards, you must promptly resolve any non-compliant issues after written notice from us.

We have a mandatory nationwide business-to-business marketing program, Corporate*Plus*@6. You must accept all Corporate*Plus*@6 guests and other similar marketing programs provided by us (see Items 6, 11 and 16 for more information).

Insurance

During the Term, you must procure and maintain insurance with the coverages, deductibles, limits, carrier ratings, and policy obligations required by the Standards from a supplier of your choice at your expense. If you fail to procure or maintain the required insurance, we may, at our option (but with no obligation), procure and maintain such insurance, and you must pay all costs incurred in obtaining such insurance, including premiums (see Item 6).

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	SECTION IN DUAL BRAND ADDENDUM	DISCLOSURE DOCUMENT ITEMS
a. Site selection / acquisition / lease	6	7.C	8 & 11
b. Pre-opening purchases / leases	5.5, 5.10, 5.14, 6 &12	None	5, 7 & 8
c. Site development / other pre-opening requirements	5.6 & 6	None	8 & 11
d. Initial and ongoing training	3.1 & 5.3	7.F	11
e. Opening	6	None	11
f. Fees	2.2, 4, 5.3, 5.9, 10.5, 11.3.4, 12.5, 13, 14, 15.3.5 & 15.7	7.B. & Exhibit A	5 & 6
g. Compliance with standards / policies / operating manual	5, 6, 7, 8, 11 & 12	7	8, 11 & 14
h. Trademarks and proprietary information	6, 7, 8, 9, 14 & 15	7.H	13 & 14
i. Restrictions on products / services offered	5.2 & 5.5	None	5, 8 & 16
j. Warranty / customer service requirements	5.5 & 5.15	None	16

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	SECTION IN DUAL BRAND ADDENDUM	DISCLOSURE DOCUMENT ITEMS
k. Territorial development / sales quotas	1	None	12
l. Ongoing product / service purchases	5	None	8
m. Maintenance /appearance / remodeling requirements	2.2.4, 5, 6 & 13.5.9	None	8
n. Insurance	12 & Attachment 5	None	7 & 8
o. Advertising	5.7, 5.13 & 11	None	6, 8 & 11
p. Indemnification	18 & Guarantee, Attachment 6	None	6
q. Owner's participation / management / staffing	5 & 16.1	None	15
r. Records and reports	10	None	6
s. Inspections and audits	5.9, 6 & 10.5	None	6 & 11
t. Transfer	13	5	17
u. Renewal	2.2	4	6
v. Post-termination obligations	14 & 15	None	17
w. Non-competition covenants	16.2	None	17
x. Dispute resolution	23	None	17
y. Taxes/Permits	5.6 & 17	None	1

ITEM 10
FINANCING

We do not offer direct financing to franchisees. We will not guarantee any loan or lease that you may obtain or any obligations that you may incur. We do not receive any payments from any person for the placement of financing with such person.

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 Obligations

Site Selection/Approval

You must identify a proposed site for a new construction Motel or specify an existing motel to be converted to the Motel 6 brand when you submit your Application. You must submit information about the proposed site/motel that will help us evaluate it, including location and maps; ownership and control; and market information. We do not have specific site selection or site approval criteria, but the factors we will evaluate in considering whether to approve a site for constructing a new Motel or whether to approve an existing motel for conversion include: demand in the immediate market; the number and type of competitive properties (including existing System motels); the quality and physical condition of the site/property;

location, visibility and accessibility; prevailing rates in the market; convenience to destinations or generators of travelers and other factors; and for existing motels, historical service levels, marketing efforts and effectiveness, and facility reputation.

We do not generally own the sites of franchised motels or lease the premises to you. Securing the site/motel is your responsibility. You must deliver to us satisfactory evidence that you have secured the right to possess the site by ownership or lease, on or before the Effective Date of the Agreement.

Our approval of your site/motel is not, and should not be construed as, a representation or warranty of the potential for success or revenues at the Motel, or as any assurance that you can obtain financing for the Motel. Our site/motel approval is merely an indication that the site/motel meets the minimum requirements for a Motel 6 site/motel.

For conversion properties, we will provide you with a PIP before signing the Agreement.

If we do not approve your site/motel, or if you do not agree to the PIP, we will not sign an Agreement.

Responsibility for Conforming with Local Codes, Obtaining Required Permits, Constructing/Renovating the Motel and Hiring and Training Employees:

You are solely responsible for conforming the site/motel to local ordinances and building codes and constructing (or remodeling), decorating and equipping the motel in compliance with our Standards and, in the case of a conversion, in compliance with the PIP.

You are solely responsible for hiring, training, disciplining, and termination of your employees.

To assist you, between the Effective Date of the Agreement and the Opening Date, we or our affiliates or designated representatives may:

1. Provide you with prototype plans for a new construction motel.
2. Make available a General Manager training program, which your General Manager must attend and successfully complete. The cost of your General Manager's attendance is included in the Opening Package Fee. See Items 5, 6 and 11 for more information. (§ 3.1 of the Agreement; § 7.F. of Dual Brand Addendum)
3. Provide you with our Manuals in a form accessible to you. (§ 3.2 of the Agreement; § 7.E. of Dual Brand Addendum)
4. Review your Renovation or Construction Plans for the Motel for compliance with our Standards. (§ 6.4 of the Agreement)
5. Give you access to our e-procurement marketplace so you may purchase FF&E and supplies for your Motel directly from suppliers. We may provide written specifications for certain items. We specify required suppliers for certain items and approved suppliers for other items. See Item 8 for more information. (§ 5.5 of the Agreement)
6. Provide you with an email address and license, the cost of which is included in the Opening Package Fee. (§ 4.2 of the Agreement)
7. Arrange for the website Photo Shoot, the cost of which is included in the Opening Package Fee. (§ 4.2 of the Agreement)
8. Inspect your Motel and, if in our sole judgment, you have renovated or constructed the Motel in strict compliance with the approved Renovation or Construction Plans and according to our Standards, authorize you to open as a Motel. (§ 6.9 of the Agreement)

9. Provide you with certain on-site and other opening assistance including installation of and training on the PMS and other technology, and training and orientation on Motel 6 Standards and processes. (§ 5.3.2 of the Agreement)

Typical Length of Time Before You Open Your Motel

We estimate the time between signing the Agreement and the start of operations will be 12 to 18 months if you construct a newly built Motel, or 3 to 9 months if you are renovating an existing property to become a Motel. The time needed to open a Motel may vary depending on the time needed to obtain the site, the availability of financing, the time required to obtain necessary zoning and construction permits and licenses for the construction and operation of the Motel, weather and the availability of labor, materials and supplies, and successful completion of our initial training (including General Manager Training and On-Site Opening Training).

Post-Opening Obligations

During your operation of the Motel, we or one of our affiliates or designated representatives may:

1. Administer the Marketing Program. (§ 11 of Agreement)
2. Administer or provide a Reservation System. (§ 11 of Agreement)
3. Maintain a brand website that includes the franchised location. (§ 11 of the Agreement)
4. Offer an opportunity for a PPP or motel-specific microsite related to your Motel for an additional fee. (§ 11 of the Agreement)
5. Provide such IT technical assistance/software and hardware support as we consider appropriate in our sole discretion for a fee. (§ 4.10 of the Agreement; § 2 of Technology Agreement)
6. Make available to you such continuing training, tools, consultation, and advisory assistance as we consider appropriate for your management and operation of the Motel. We may establish fees for providing any of these services. You remain solely responsible for hiring and training your personnel and operating your Motel. (§§ 3.1 and 5.3.2 of the Agreement)
7. Provide Standards and specifications for goods and services to be provided by you or products and/or suppliers to be used by you in the operation of the Motel. Designate required or approved suppliers for goods and services to be utilized by you in the construction, remodeling, and operation of your Motel and, for a fee, evaluate alternative suppliers suggested by you. (§§ 5.5 and 5.5.1 of the Agreement)
8. Conduct inspections or evaluations of your facilities and services to evaluate adherence to the Standards and Manuals. We may provide suggested operational advice or guidance concerning guest relations based on our inspections. (§ 5.9 of the Agreement)

Neither the Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of the Motel.

Advertising Program

Program Fee

You must pay the Program Fee (see Item 6). Any Motel 6 Motels owned and/or operated by our affiliates pay Program Fees on the same basis as franchisees. All Program Fees will be accounted for separately from our other receipts but may be held in one or more accounts in financial institutions, any of which may include funds other than Motel 6/Studio 6 Program Fees.

System Support and Enhancement

We and our affiliates will use a portion of the Program Fee to develop, maintain, support and/or enhance our brand support functions to support and/or enhance the System and develop the overall quality of the Motel 6 brand, as we deem appropriate. Currently, we plan to add a new revenue management service in which we obtain and display competitive rates for your Motel's defined competitive set daily.

Administration of the Program Fee

We and our affiliates will use a portion of the Program Fee for the reasonable direct and indirect administration costs and overhead we or our affiliates incur in directing and administering the Marketing Program. These overhead costs may include the costs of collecting and accounting for the Program Fee.

Marketing Program

We and our affiliates will use the Program Fee as we determine to be appropriate to develop, support and administer the Marketing Program, whose purpose is promotion of public recognition of the Marks and the Motel 6 and Studio 6 brands and encouraging motel stays at Motel 6 and Studio 6 brand properties. Advertising conducted under the Marketing Program may be national, regional, or local in scope. We will use whatever types of media we determine to be appropriate in our sole discretion. These may include radio, television, print, outdoor, point of sale, electronic and mail media. The source of our advertising will generally be a national advertising agency. The Marketing Program may include developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, telemarketing, promotional and public relations materials, programs and campaigns; creating and maintaining Internet advertising and marketing (through a Motel 6 or Studio 6 website, Facebook, Twitter, or other e-commerce, digital marketing platforms, or social media sites); conducting market research; establishing and promoting corporate account or other sales promotion opportunities; and such additional programs and activities as we determine to be beneficial to Brand Motels and the System.

We are not obligated to expend any funds for the Marketing Program in excess of the Program Fees we receive from franchisees. In administering the Marketing Program, we are not obligated to make expenditures for you that are equivalent or proportionate to the fees you paid, or to ensure that any particular franchisee benefits directly or *pro rata* from expenditures of the Program Fees. We are not obligated to spend any amount on advertising in your Protected Territory or generally in the area where your Motel is located or in any particular geographic area.

Although we intend the Marketing Program to be of perpetual duration, we have the right to terminate or modify the Marketing Program at any time. We will not terminate the Marketing Program, however, until all of the Program Fees we have collected have been expended for the intended purposes. We anticipate that most of the Program Fees will be spent during the year in which the Fees are collected. Any amounts not spent will be spent in subsequent years. We do not provide a periodic accounting of how advertising fees are spent. However, upon request, we will provide a report of the receipts of Program Fees and expenditures of the Marketing Program for the previous year, but we are not required to audit that report.

During the last fiscal year, the Motel 6/Studio 6 Marketing spend was 100% of the original budgeted numbers. Our affiliates' use of funds included: 29% for E-Commerce programs, 53% for traditional media, 4% for public relations/social media, and 14% for administrative and miscellaneous expenditures. We did not spend any of the Program Fees on the sale of franchises.

Advertising by You - General Requirements

You may conduct local and regional marketing programs and related activities, but only at your expense and subject to our approval. We may charge a reasonable fee for any advertising materials you use or request

from us for these programs and activities. You must also pay for expenses related to special promotions and promotional materials or other such materials used to periodically promote the System.

All advertising you do in any medium must be done in a responsible and professional manner and must conform to the Standards and requirements that we specify periodically in writing. You may not use any advertising or promotional plans or materials until you have received our written approval, under the procedures and terms described in the Agreement and the Manuals.

Internet Advertising/PPP

You may not advertise, promote, post or list information relating to the Motel on the Internet (including, but not limited to, Facebook, Twitter or any other e-commerce, digital marketing platforms, or social media sites), through the creation of a website or otherwise (see Item 8.) All Motel 6 Motels are listed on the Brand website and enrolled in global distribution systems (GDS). You may not implement a PPP, separate from Motel6.com, without written approval. All properties are required to provide professional quality images to support the property through Brand initiatives including but not limited to the website, PPP, and other marketing materials.

Billboard Advertising

Billboard advertising for Motels owned and/or operated by our affiliates is not paid for by the Program Fees but is administered by the marketing department of our affiliate G6 Hospitality with funds paid by individual company-owned and/or operated Motels. If you choose to advertise using billboards, you must utilize billboard advertising creative templates developed by our affiliate G6 Hospitality to place billboard advertising at your expense.

Corporate Account/Loyalty Programs

You must participate in our CorporatePlus@6 program and any other corporate account program that we may initiate. CorporatePlus@6 is primarily a business-to-business program. The platform also may be used for consumer promotional programs. Currently, CorporatePlus@6 offers centralized nationwide billing privileges to companies who utilize at least a minimum number of 200 room nights annually across the Motel 6 and Studio 6 brands. You must pay the direct billing fee. CorporatePlus@6 accounts may be eligible for discounts and/or rebates (see Item 6).

The My6 Members program is a brand-wide program that offers discounts and other benefits to consumers that choose to join the program. G6 Hospitality may use membership information for brand marketing or promotional purposes. You must participate in the My6 Members program or any other guest loyalty or membership program that we may initiate.

Sales Boom

We currently offer an opportunity to participate in an optional remote sales assistance program in which we provide your Motel with dedicated local outside sales service. Currently, these services include: a dedicated sales support manager, local account solicitation, RFP targets, and group bookings. If you decide to participate in Sales Boom, there is a six-month minimum commitment, and you must pay us a fee (see Item 6). We may modify or discontinue the Sales Boom Program at any time. The availability of the Sales Boom Program to you is limited to the resources we have available at the time of request.

Revenue Management for Hire

We currently offer an opportunity to participate in an optional revenue management service. Advanced Revenue Services includes a monthly strategy call; daily review of rate allocation, price structure and price restrictions; special event system alters and notification setup; coordinated responses for national and corporate sales leads; channel and segment mix reviews, including GDs, OTAs, etc.; up to 90-day forward-

looking pace and position review; weekly and monthly reporting on STR, mix of sales, pace and rate exceptions while Premier Revenue Services also provides group pricing review and guidance and RFP and national sales lead review and guidance. We may modify or discontinue the Revenue Management for Hire Program at any time. The cost of either service varies based on the number of authorized guest rooms at your Motel and requires a 6-month minimum commitment (see Item 6).

National Sales RFP Tool

We build relationships with Travel Managers and Centralized Travel Planning Agencies (collectively, "Travel Managers") throughout the year to negotiate brand-wide rates and discounts as part of an annual RFP process. Typically, these negotiations are facilitated by software that enables an efficient way for Travel Managers to request rates from hotels and receive responses from us. By using the National Sales RFP Tool software, negotiated rate agreements can be finalized and subsequently loaded by us on behalf of all Motel 6 and Studio 6 Motels.

We may introduce other programs, at our sole discretion, that require participation in the future.

Advisory Councils

We have an Owner Advisory Council ("Advisory Council") that provides a forum for owners of U.S. Motel 6/Studio 6 motels and senior management of G6 Hospitality to discuss matters that directly impact the ownership, branding, franchising, and operation of U.S. Motel 6/Studio 6 motels. We and G6 Hospitality may consider the input of the Advisory Council in formulating plans, programs, and policies which affect owners or the brands, including marketing and advertising programs, but the input, advice and recommendations are not binding on us or G6 Hospitality. The Advisory Council currently consists of 2 representatives from G6 Hospitality and 9 owner representatives (at least 2 of which are Studio 6 Brand owners), each appointed by us in our sole discretion and each serving staggered terms so that about one-third of the terms expire each year. We may extend the term of a member or may dissolve or modify the Advisory Council at any time. The Advisory Council may be contacted at 4001 International Parkway, Carrollton, Texas 75007 (tel. 972-360-5525).

We have a Young Professionals Council ("Young Professionals Council"), which is a group of motivated, active, millennials (40 years of age or less) that are fully integrated with hotel management and development. The Young Professionals Council focuses on creating new initiatives to enhance brand awareness that align with our brand strategies. The Young Professionals Council also provides feedback on proposals from the Advisory Council and promotes development of our brands. We and G6 Hospitality may consider the input of the Young Professionals Council, but the input is not binding on us or G6 Hospitality. The Young Professionals Council currently consists of 2 representatives from G6 Hospitality and 7 owner representatives (at least 1 of which is a Studio 6 Brand owner), each appointed by us, in our sole discretion and each serving staggered terms so that about one-third of the terms expire each year. We may extend the term of a member or may dissolve or modify the Young Professionals Council at any time. The Young Professionals Council may be contacted at 4001 International Parkway, Carrollton, Texas 75007 (tel. 972-360-5525).

We have a multi-unit owner advisory council ("G7 Council") that periodically meets with our CEO and senior management to discuss strategic initiatives that impact U.S. Motel 6/Studio 6 motels. The G7 Council is by invitation only, and currently consists of 7 owner representatives, serving indefinite terms. We and G6 Hospitality may consider the input and recommendations of the G7 Council in formulating our long-range plans, but the input and recommendations are not binding on us. We may dissolve or modify the G7 Council at any time. The G7 Council may be contacted at 4001 International Parkway, Carrollton, Texas 75007 (tel. 972-360-5525).

Advertising Cooperatives

We do not require the establishment of local or regional advertising cooperatives ("Cooperatives") but we may in our sole discretion authorize their formation if requested to do so. Any contributions to a Cooperative are in addition to and not in replacement of the Program Fee you pay to us.

We must approve in advance and in writing how each Cooperative is organized, governed, and when it may begin operations. Each Cooperative must adopt written governing documents, which must be approved by us. Any authorized Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval and that of G6 Hospitality, promotional materials for use by the members in local advertising. All advertising and promotional plans and materials must comply with G6 Hospitality advertising Standards, including Standards with respect to use of the Marks. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without prior approval by us and G6 Hospitality.

Reservation System

You must pay the Reservation Fee (see Item 6). We may spend or retain the Reservation Fee as we deem appropriate to cover, among other things, the development and operation of the Reservation System. The Reservation System may be used for a variety of purposes for all motel brands that we or our affiliates own and/or operate and for which we grant franchises, including Motel 6 and Studio 6. For example, the Reservation System will be used to process reservation requests, transmit reservation confirmations, and to provide reservations-related marketing programs for all motel brands that we or our affiliates own and/or operate and for which we grant franchises, including Motel 6 and Studio 6.

Computer and Technology Requirements

You must acquire, use, and maintain, at your expense, a Computer System, including both hardware, Software, and Internet access to handle routine check-in/check-out, credit card and property management transactions as well as to permit your Motel to interface with the central Reservation System and allow us or our affiliates to access information and data from your Motel, including occupancy and rate information, pricing information, reservations traffic and other statistical information. This information is automatically transmitted to us throughout the day in real time, and summary data is transmitted to us when you perform the night audit. There is no contractual limitation to our right to receive and access this information. (Agreement, § 5.14).

We estimate that the initial cost of the Computer System and required Software will be about $4,000 to $5,000 for two check-in devices and two credit card terminals and associated access hardware and software, the standard configuration for the required "front office systems." These amounts are paid to third-party vendors based upon our specifications. These costs may vary depending on the options you select and the prices of hardware and third-party software, which vary over time. This amount does not include the cost of the on-site installation we provide around your Opening Date. The cost of this installation and training is included in the On Site and Other Opening Assistance Fee (see Item 5). Some or all the components of the "front office system" require payment of monthly fees (see Items 5 and 6). Changes in the Software and Computer System may take place before your Opening Date and, depending on the changes made, may require additional expenditures by you. All fees may be periodically increased. We do not require and do not provide or arrange for other computer hardware or software you may wish to use to run your business ("back office system"), but you may incur such costs.

About 90 days before the Opening Date of your Motel, you must arrange with vendors and pay them for the Software and Computer System configuration and pay us the Opening Assistance Fee (see Items 5 or 6 and 7).

You must execute the Technology Agreement (see Attachment 4 to the Agreement). The Technology Agreement provides you with licenses or sublicenses to the required Software and sets out the IT Services provided to you by us or our affiliates and the fees payable for each of these (see Item 6). The services currently included in the IT Services Fee include IT Service Desk, IT Program Delivery Office, Core IT Security, Integration of Core Systems, Core Systems Monitoring and G6ROW. For a Dual Brand Operation, you must execute separate Technology Agreements and pay separate fees for each of your Motel and your Studio 6 Motel.

Your Motel must comply with the current version of the Payment Card Industry Data Security Standards ("PCI-DSS"). Currently, to help ensure compliance with PCI-DSS, you must purchase a PCI Compliance Assistance Subscription from our designated service provider. We may modify this requirement or designate a new service provider for the PCI Compliance Assistance Subscription at any time. If you fail to purchase a PCI Compliance Assistance Subscription, and we must take steps to ensure your Motel is in compliance with PCI-DSS, you must reimburse us for any costs and expenses we incur.

The specifications for the Computer System and Software are updated on an as needed basis at the discretion of us, our affiliates, or our licensors. The current specifications include a cloud-based PMS, the hardware and software necessary to operate it, and other required applications that we specify for use in managing your Motel. During the term of the Agreement, we may require you to upgrade or update the Computer System or Software or its components to comply with our then-current specifications and required processes. For example, you must upgrade and/or update, as directed by us, the hardware components and/or Software programs that permit your Motel's Software and Computer System to interface with the Reservation System and you must implement any different PMS that we may select for use in the System. There are no contractual limitations on the frequency or cost of this obligation. You must also purchase a phone system/service with an auto attendant function. There are no other expected costs other than those already disclosed.

Except as described above, neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your Computer System. Except as described above, there are no optional or required maintenance/upgrade contracts for the Computer System.

Manual

We provide an on-line Manual to you. A copy of the table of contents of the Manual is attached to this disclosure document as Exhibit F. There are about 75 pages in the Manual. We may periodically supplement, amend, or otherwise modify the Manual.

Training Programs

We provide General Manager's Training Program ("GM Training") for all franchise General Managers. Classes may be held at our corporate headquarters in Carrollton, Texas unless we designate a different location, or may be provided online at our option, and are generally available monthly. Attendance at GM Training is mandatory for General Managers as follows: (a) for initial General Managers, before the Opening Date of your Motel; (b) for replacement or subsequent General Managers, within 2 months after being designated General Manager; and (c) for a new General Manager due to a Transfer or conversion of a corporate-owned motel to a franchised motel, within 2 months after the Transfer or conversion. Your General Manager must complete GM Training to our satisfaction. You or other Owners may also attend GM Training and you may designate additional trainees to attend GM Training.

You must pay our then current fee for the GM Training for each trainee attending, plus all other expenses which you or your employees incur in attending the courses, including room and board, travel, meals and wages. Currently, the fee for attendance for one General Manager is included in the Opening Package or Transfer Package, as applicable. Additional trainees may attend at the same time for an additional fee. We

may charge a fee for replacement or subsequent General Managers to attend GM Training. Additional trainees not attending at the same time as the General Manager are subject to an additional fee. See Items 5 and 6 for more information about fees. GM Training includes pre-work, Learning@Lightspeed courses and up to 5 consecutive business days for General Managers, and may be held at our corporate training center in Carrollton, Texas or other place we may designate, or provided on-line at our option. For Dual Brand Operations, if one General Manager and motel staff will be operating both the Motel and the Studio 6 Motel, the General Manager must satisfy the applicable GM Training requirements for both Motels and Studio 6 Motels. We may supplement, amend, or otherwise modify GM Training requirements for Dual Brand Operations. If there is duplication between the Motel 6 and Studio 6 GM Training programs, that duplication may be eliminated and training requirements otherwise modified, as applicable. As of the date of this disclosure document, GM Training Program is as follows:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Welcome	1	0	Carrollton, Texas
Lightkeeper Service Culture Certification	2.5	0	Carrollton, Texas
Learning@Lightspeed Overview	1	0	Carrollton, Texas
Brand Management / Brand Standards	1	0	Carrollton, Texas
Sales Strategies	1	0	Carrollton, Texas
Safety & Security	1	0	Carrollton, Texas
Versapay	1	0	Carrollton, Texas
Revenue Management	1	0	Carrollton, Texas
Anti-Human Trafficking	1	0	Carrollton, Texas
Quality / Medallia	1	0	Carrollton, Texas
Guest Relations	1	0	Carrollton, Texas
G6 Market Place	1	0	Carrollton, Texas
E-Commerce	1	0	Carrollton, Texas
Cyber-Security	.5	0	Carrollton, Texas
Communications	.75	0	Carrollton, Texas
Owner Services	.75	0	Carrollton, Texas
Hotel Key	1.5	0	Carrollton, Texas
TOTAL	**17.5**	**0**	

On-Site Opening/Transfer Training/Assistance.

In connection with your Opening, we provide on-site installation (or in the case of a Transfer, updating) of and training on the PMS system and other required technology and orientation of GM and motel staff to our Standards and processes ("On-Site Training"). Currently, On-Site Training covers about 2.5 days of on-site training and includes the basic operations of the PMS; reservations and check-ins; group blocks; posting charges and payments; folio corrections and adjustments; check-out; rooms management; computerized night audit; management functions; quality and brand standards review; and final configuration and cut-over. Each class must contain at least three participants; a typical class size is 8

participants. Every guest service representative must attend. Generally, classes for new properties begin one day before your Motel's scheduled Opening Date and conclude the day after your Opening Date to allow our trainers to stay through your first night audit. For Transfers, classes are scheduled at a convenient time after the Transfer closes. We may conduct on-site training and/or assistance virtually, or periodically modify, add, or supplement training, at our discretion.

For new construction or conversion Motels, the fee for On-Site Training is included in the Opening Assistance Fee. For Transfers or renewals, the fee for On-Site Training is included in the On-Site and Other Transfer/Renewal Training and Assistance Fee. We may reduce the fee for a conversion of a corporate-owned Motel to a franchised Motel if you retain the existing GM and/or motel staff. If we consider additional trips are necessary, in our sole discretion, we may charge an Ancillary Trip Fee. We may, in our sole discretion, elect at any time, including between the signing of the Agreement and your Opening Date or the Transfer Date, to increase the fees by a reasonable amount to cover costs associated with the training and assistance we and/or our affiliates provide to you. For a Dual Brand Operation, you will pay one fee in respect of your Studio 6 Motel and your Motel 6 Motel, collectively, so long as both the Studio 6 Motel and the Motel 6 Motel open, or Transfer, or renew at the same time. See Items 5 and 6 for more information about fees.

Additional Training.

We may periodically offer optional training classes, on-line, at our headquarters, at your Motel, or in your regional area or at other such location as we designate. You must pay the fee for any classes you elect to attend, as well as wages and travel and related expenses of you and/or your employees to attend. If we provide training at your Motel, you must pay the travel and related costs for our trainers.

We may require you or your employees to periodically attend additional or refresher training programs if, among other things, you fail to comply with Standards, fail an audit, or are placed in default. Completion of such training may, at our option, be a condition of clearing an audit deficiency or quality failure or curing a default. You must pay the per person fee associated with any classes you must attend, which currently vary depending on location, length, and subject matter of the training, as well as wages and travel and related expenses of you and/or your employees to attend. If we provide training at your Motel, you must pay the travel and related costs for our trainers. All training must be completed to our satisfaction. We may in our sole discretion periodically change these fees. For a Dual Brand Operation, you pay one fee per person for any additional or refresher training that is mandated because of your non-compliance or default.

Instructional Materials and Instructors

Instructional materials will vary by type of training offered. For GM Training and On-Site Training, our Manuals (available on-line) are the primary instructional materials. Instructional methods include review of instructional materials, lecture, and hands-on training. G6 Hospitality provides training. GM Training and additional training are under the direction of the Training Department, and training is provided by managers and trainers with operations and training support with various brands. On-Site Training is under the supervision of the Director of Franchise Openings, and training is provided by members of the Opening team. On-Site Quality Training is under the supervision of the Director, Quality & Customer Experience, and training is provided by members of the Quality team. Trainers are selected based on their subject matter expertise and breadth of experience with Motel 6. A typical trainer may have up to 10 or 15 years of experience, and the collective experience of our trainers includes more than 20 years of experience.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, manage, or operate, or from other channels of distribution or competitive brands that we or they control.

Franchise Agreement

Your Agreement will specify the site or Approved Location at which you must operate your Motel. You may not relocate the Motel.

During the term of the Agreement, and except as provided otherwise in that agreement, we will not establish or license anyone else to establish another Motel 6 Motel within any Protected Territory that is designated in your Agreement. The size and scope of the Protected Territory is determined on a case-by-case basis; however, we typically define the Protected Territory by the market area or other relevant business factors. The factors that we consider in determining the size of a Protected Territory include market demand, motel size, traffic circulation patterns, access and visibility, location of other Motel 6 Motels and our future development plans. For Dual Brand Operations the territorial protection extends to the establishment of any other Motel 6 Motel in the Protected Territory, whether as a single unit or as part of another Dual Brand Operation.

We and our affiliates reserve all rights that are not expressly granted to you under the Agreement. Among other things, we and our affiliates have the sole right to do any or all of the following (notwithstanding proximity to your Protected Territory or Motel or their actual or threatened impact on sales at your Motel): own, establish, operate or manage (or license others the right to own, establish, operate, or manage) motels, hotels, inns, and other lodging facilities under marks and names other than the Proprietary Marks; use the name Motel 6 as a tagline or identifier in connection with a different primary trademark; offer, sell and advertise any goods and services (including those services offered by Motel 6 Motels) under any trademarks or service marks (including the Proprietary Marks) from, on and through any medium, including the Internet or any website; purchase, be purchased by, or merge or combine with, businesses that directly compete with Motel 6 Motels; and solicit and accept business from consumers inside your Protected Territory without compensation to you, using the Proprietary Marks or other trademarks and using any methods of distribution (other than by establishing a Motel 6 Motel within the Protected Territory after the date of your Agreement), including alternative channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing.

Your territorial rights are not dependent upon the achievement of a certain sales volume or market penetration, and except for our right to terminate your Agreement upon a default by you, or you agree to terminate pursuant to a written mutual termination agreement, there are no circumstances that permit us to modify your territorial rights.

You may only advertise or solicit customers from outside the Protected Territory using the Internet, catalog sales, telemarketing, or other direct marketing in compliance with the advertising and Internet provisions of the Agreement and subject to your strict compliance with the guidelines set forth in our Manuals, which we may periodically amend.

The Agreement does not provide you with any options to purchase additional franchises, rights of first refusal or similar rights to acquire additional franchises.

We and our affiliates are engaged in a variety of activities in the lodging and hospitality industry and may expand those activities over time. As a result, we or our affiliates have established and may in the future establish other franchised and/or company-owned or operated motels under the Motel 6 trademarks and/or other trademarks. Guest lodging properties owned, managed, or franchised by us or our affiliates may currently, or in the future, be in or near your Protected Territory. You may compete with these guest lodging properties. You will not have any rights to use these other brands or their associated marks. We will resolve any conflicts about territory, customers, support, or related matters solely within our business judgment. The principal business addresses of our affiliates that own and/or operate company-owned Motel 6 locations in North America are the same as our principal business address. Training for Motel 6 and Studio 6 franchisees is conducted at our Corporate Training Center in our principal place of business in Carrollton, Texas, or another place we may designate.

Investment funds associated with our ultimate parent own an affiliate of ESH Strategies, the franchisor of the Extended Stay America lodging brands, which has a principal place of business that is different from our principal place of business (see Item 1), and where ESH Strategies conducts training for its franchisees.

ITEM 13
TRADEMARKS

You may only use the Proprietary Marks when the Motel has been approved by us in writing to commence business operations as a Motel, or with our prior written approval, in a limited manner to advertise the Motel's anticipated opening and then according to the Term, which ranges from 15 to 20 years, and the conditions under your Agreement. All uses are subject to the limitations and restrictions set forth in the Agreement and the Manuals.

Our affiliate, G6 Hospitality IP LLC, owns the Proprietary Marks, and has registered them or applied for registration with the United States Patent and Trademark Office as noted below.

MARK	REGISTRATION OR APPLICATION	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE	PRINCIPAL OR SUPPLEMENTAL REGISTER
6 Stylized 2008 Design Color	Registration	4670019	1/13/2015	Principal
Motel 6 and Design	Registration	4997434	7/12/2016	Principal
Motel 6 and Design	Registration	4497511	3/18/2014	Principal
Motel 6 and Design	Registration	3660463	7/28/2009	Principal
Motel 6 and Design	Registration	5068761	10/25/2016	Principal
Motel 6	Registration	1816233	1/11/1994	Principal
Motel 6	Registration	4997433	7/12/2016	Principal
WE'LL LEAVE THE LIGHT ON FOR YOU	Registration	2018769	11/26/1996	Principal
MY6 and Design	Registration	5152034	2/28/2017	Principal
Corporate*Plus*@6	Registration	4157560	6/12/2012	Principal
MOTEL 6 CLASSIC	Registration	6329037	4/20/2021	Principal
MOTEL 6 CLASSIC (with Design and Color)	Registration	6329045	4/20/2021	Principal
Motel 6 Studio and Dual Brand Design	Registration	6158692	9/22/2020	Principal
LIGHTKEEPER	Application	90741374	5/28/2021	Principal

G6 Hospitality IP LLC does not have a federal registration for the LIGHTKEEPER mark. Therefore, this mark does not have many legal benefits and rights as a federally registered trademark. If our right to use the mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

G6 Hospitality IP LLC has filed all required affidavits for the Proprietary Marks. G6 Hospitality IP LLC has licensed us to use, and to grant our franchisees the right to use, the Proprietary Marks. The license agreement will remain effective as long as we have any effective franchise agreements. That agreement can be terminated by G6 Hospitality IP LLC in the event of default by us and, if you are not in default of the Agreement, our rights and obligations under the Agreement will be automatically assigned to and assumed by G6 Hospitality IP LLC. Other than the license agreement, there are no agreements which significantly limit our right to use or license the use of the Proprietary Marks.

There are currently no effective determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Proprietary Marks which may be relevant to their use in this state or in any other state. We do not know of any infringing uses, or any person or entity with superior rights that could materially affect your use of the Proprietary Marks in this state or elsewhere.

We may substitute different Proprietary Marks for use in identifying Motels. If we do, you must promptly substitute any new Proprietary Marks, and bear the costs associated with the substitution.

You must use each Proprietary Mark in full compliance with the Agreement and the Manuals. You may not use any Proprietary Mark as part of any corporate name, partnership, or other legal name, or as part of your domain name except as permitted by and subject to your strict compliance with our Manuals, as periodically amended. You must comply with our instructions for filing trade, fictitious or assumed name certificates. You must operate your Motel only under the Proprietary Marks we designate for that purpose and in the manner we authorize. You may not use any Proprietary Mark in connection with the sale of any unauthorized product or service or in any manner that we have not authorized in writing. You must submit to us samples of all advertising and other materials proposed for use by you upon which the Proprietary Marks appear. You may not contest, directly or indirectly, our or G6 Hospitality IP LLC's ownership, title, right or interest in the Proprietary Marks. On termination or expiration of the Agreement, you must discontinue immediately all use of the Proprietary Marks, remove all copies of the Proprietary Marks from the premises of the Motel, and take all necessary steps to cancel all trade or assumed names that you have used or registered.

You must promptly notify us of any unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, any challenge to G6 Hospitality IP LLC's ownership of the Proprietary Marks, any challenge to the right to use and to license others to use the Proprietary Marks, or any challenge to your right to use the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your proper use of the Proprietary Marks in compliance with our Standards. If we determine that you have used the Proprietary Marks in the manner required by the Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in the manner required by the Agreement, you must bear the cost of defense, including the cost of any judgment or settlement, we are not obligated to participate in your defense, and we will have no obligation to indemnify you for expenses or damages if an administrative or judicial proceeding involving the Proprietary Marks is resolved unfavorably to you. If there is any litigation relating to your use of the Proprietary Marks, you must execute all documents and do all things necessary to carry out a defense or prosecution, including

becoming a nominal party to any legal action. Unless litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Agreement, we also will reimburse you for your out-of-pocket costs.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Neither we nor our affiliates own any patents that are material to the franchise being offered.

There are no patent or copyright registrations or pending applications that are material to the franchise. However, we and our affiliates claim common law copyright protection for the Manuals and other forms and materials. We or our affiliates also claim proprietary rights in the Confidential Information and trade secrets contained in the Manuals. Under the license agreement noted above, G6 Hospitality IP LLC has licensed us to use, and to grant our franchisees the right to use, the Manuals and other Confidential Information and trade secrets, including any developed in the future.

We will provide you with Manuals online. You must treat the Manuals, all supplements and revisions to the Manuals, and the information contained in them, as confidential, and must use reasonable efforts to maintain this information as secret and confidential. You must not reproduce these materials or otherwise make them available to any unauthorized person. The Manuals will remain our sole property.

We or our affiliates may periodically revise the contents of the Manuals at our sole discretion, without prior notice, and you must comply with each new or changed standard when you receive notice of the change. If there is a dispute as to the contents of the Manuals, the terms of the master copies which we maintain at our home office will control.

During or after the term of the Agreement, you must not divulge or use for the benefit of anyone else any Confidential Information concerning the System and the methods of operation of the Motel. You may disclose Confidential Information only to your contractors, architects, lenders, investors, employees, agents, or others who must have access to it to provide services to you. At our request, you must cause those persons to execute confidentiality agreements.

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

If you are a sole proprietor, you will be personally responsible for the franchise operations. If you are an entity, you must designate certain of your Owners as Principal Owners. Each Principal Owner must personally guarantee your obligations under the Agreement. If you operate the Motel as a part of a Dual Brand Operation, your Principal Owner(s) also must guarantee your obligations under the Studio 6 Agreement. You are not required to personally supervise the Motel if you employ a full-time General Manager. During the term of the Agreement, your General Manager must devote full time and best efforts to the management and operation of the Motel. You must notify us of any replacement General Manager. We do not require your General Manager to have an equity interest in the Motel (or in you if you are an entity). Your General Manager (including any replacement General Manager) must attend and successfully complete our training program (see Item 11). We may require you to obtain executed confidentiality agreements from your General Manager, Owners and officers promising to maintain the confidentiality of our information. These confidentiality agreements will contain covenants like the ones described in Item 14.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

There are no restrictions on to whom you may sell goods or services, but you may only offer and sell services and products to customers at the Motel premises, You may sell only those products and services that conform to our Standards and that we have expressly approved for sale in the Manuals or otherwise in writing. We have the right to change the goods and services that you are authorized to sell, and there are no limits on our right to make changes. We may offer you guidance as to what we believe to be the optimum selling price for the products and services you offer. We may, to the fullest extent allowed by applicable law, establish minimum and maximum rates in accordance with our pricing strategies. You may sell your products and provide services at any price you determine, unless the rate is, in our judgment, inconsistent with our pricing strategies or inconsistent with any pricing requirements we may establish. You must participate in and comply with the terms of all marketing, reservation service, advertising, and operating programs that we designate in the Manuals or otherwise specify in writing (see Items 6 and 11).

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 AND DUAL BRAND ADDENDUM	SUMMARY
a. Length of the franchise term	§2.1 and Attachment 2; § 3 of Dual Brand Addendum	15 years (conversion) or 20 years (new build) after your Opening Date.
b. Renewal or extension of the term	§2.2	10 years after the Effective Date of the Agreement.
c. Requirements for you to renew or extend	§2.2; § 4 of Dual Brand Addendum	We may allow you to renew your franchise after your Agreement expires if you are in compliance with your Agreement, not in default, have paid all monetary obligations, submit a renewal application and pay an application fee, pay a renewal franchise fee, complete training, agree to a PIP for property upgrade requirements, sign our then-current form of franchise agreement, which may be materially different from the form attached to this disclosure document, and sign a general release (our current form is attached as Exhibit E). For a Dual Brand Operation, you must meet all the requirements above, and the Agreement and Studio 6 Agreement must be renewed at the same time for an identical renewal period so that the expiration date of the Agreement and Studio 6 Agreement are the same, ownership for both Motels must be the same, but you will only pay one renewal

PROVISION	SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM	SUMMARY
		franchise fee for both your Motel and your Studio 6 Motel.
d. Termination by you	§5.16	You may terminate the Agreement without paying liquidated damages by giving us notice of your election to terminate within 60 days after a casualty event if the Motel is damaged by fire or other casualty and the cost to repair the damage is reasonably estimated to be more than 50% of the fair market value of the Motel.
	§5.18	You may terminate the Agreement beginning in or after the 25th month from the Opening Date by giving us the required advance notice, and paying any applicable liquidated damages if at the time of giving notice: (i) the Motel achieved guest satisfaction scores that meet System Standards; (ii) you paid any quality assurance non-compliance fee, and complied with the quality assurance program, including participating in any required quality training; (iii) the number of guest complaints has been and is then within then-current System averages; (iv) you have been and are in compliance with the Agreement and have satisfied all obligations under the Agreement on a timely basis to our reasonable satisfaction; (v) you have participated in all national and regional advertising campaigns, and (vi) the Motel's average room occupancy rate is at or below the levels specified in the Agreement for the entire consecutive 12 month period before you give notice.
	Attachment 2	Under some circumstances, we may negotiate mutual termination windows, permitting us and you to terminate the Agreement without paying liquidated damages. The interval of these windows, when offered, varies.
e. Termination by us without cause	§5.17	If you are notified of a proposed taking of the Motel by condemnation, eminent domain, or similar proceeding, and in our business judgment, the proposed taking is significant enough to render the continued operation of the Motel in accordance with the Standards impractical, then the Agreement will

PROVISION	SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM	SUMMARY
		terminate with the closure of the Motel. If you provide us with notice of the taking, and sign a termination agreement, you will not pay liquidated damages. If you fail to provide us with notice, or fail to sign a termination agreement, then you must pay liquidated damages. If the proposed taking is not significant, you must remodel the Motel to meet Standards after the taking.
	Attachment 2	Under some circumstances, we may negotiate mutual termination windows, permitting us and you to terminate the Agreement. The interval of these windows, when offered, varies.
f. Termination by us with cause	§14; § 6 of Dual Brand Addendum	We can terminate your Agreement if you default.
g. "Cause" defined - curable defaults	§§14.3 and 14.4; § 6 of Dual Brand Addendum	Violation of any law or ordinance; failure to upgrade the Motel; failure to operate according to the Agreement; failure to comply with any quality measurement, standard or Manuals procedure; failure to promptly pay monies owed to us; failure of any inspection or quality standard; listing the Motel on the Internet in violation of the relevant Agreement provisions or any breach of indemnification provisions; or, for Dual Brand Operations, if you are in default under the Studio 6 Agreement.
h. "Cause" defined – non-curable defaults	§§14.1 and 14.2; § 6.A. of Dual Brand Addendum	Insolvency; bankruptcy; dissolution; foreclosure; cease to operate; threat to public health or safety; conviction of a felony; engage in an activity which in our sole judgment adversely impacts the Proprietary Marks, the System or our goodwill; disclosure of trade secrets; false statements or omissions; misuse of the Proprietary Marks; Transfer without approval; failure to Transfer following impairment of the owner; repeated defaults under the Agreement; or, for Dual Brand Operations, if the Studio 6 Agreement expires or is terminated for any reason.
i. Your obligations on termination / non-renewal	§§14.6 and 15.7	Obligations include de-identification; cease to operate as a Motel; cease to use the Proprietary Marks; cancel fictitious or assumed name registrations; turn over

PROVISION	SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM	SUMMARY
		Manuals and records; and pay us amounts due to us including any liquidated damages, damages, attorneys' fees, and costs.
j. Assignment of contract by us	§13.11	We may transfer or assign the Agreement, provided that the transferee is an entity to which we transfer all or substantially all franchise agreements under the System.
k. "Transfer" by you – defined	§13.3 and Attachment 1, Definitions	Includes transfer of any of your rights or obligations under the Agreement, or the sale, assignment, transfer, conveyance, exchange, gift, lease, sublease, pledge, mortgage, or other encumbrance, by you (or your Owners) of any direct or indirect interest in you, the Agreement, the Motel, or substantially all the assets of the Motel.
l. Our approval of Transfer by you	§13.3; § 5 of Dual Brand Addendum	We have the right to approve most Transfers.
m. Conditions for our approval of Transfer	§§13.4 and 13.5; § 5 of Dual Brand Addendum	Payment of money owed; execution of then-current Agreement and such other ancillary agreements as we may require; transferee has proper qualifications; written assignment; payment of Transfer fee plus such additional amounts as are necessary to reimburse us for our reasonable out-of-pocket costs and expenses associated with the Transfer; Owners of transferee execute guarantee; you sign a general release; evidence of continued liability for all obligations arising before Transfer; training for transferee's Manager and any required on-site training; and conform to current Standards for motels under the System. If a Dual Brand Operation, the same transferee must acquire the same type of interest in you, the Studio 6 Motel, the Studio 6 Agreement, or substantially all the assets of the Studio 6 Motel.
n. Our right of first refusal to acquire your business	§13.7	If you or your Owners receive and wish to accept a *bona fide* offer to sell the Motel, you must notify us of the offer, and we may purchase the Motel on the same terms as the *bona fide* offer. If a Dual Brand Operation, our right of first refusal will apply to both the Motel 6 and Studio 6 properties.

PROVISION	SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM	SUMMARY
o. Our option to purchase your business	§15.10	Upon expiration or termination of your franchise, we may purchase all furnishings, signs, fixtures, supplies or inventory bearing the Proprietary Marks at fair market value.
p. Your death or disability	§13.6	Your Executor, Administrator, Trustee or Personal Representative may operate the Motel until transfer to your heirs or other qualified parties. Your interest in the Motel must be transferred within 12 months to a third party we have approved.
q. Non-competition covenants during the term of the franchise	§16.2	You may not divert business away from System motels.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	§§ 21 and 22	Must be in writing signed by both parties.
t. Integration/merger clause	§21	Only the terms of the Agreement, its exhibits, addenda, schedules, and attachments are binding. This section does not disclaim the representations in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	§23	All disputes relating to the Agreement or our relationship (excluding disputes concerning failure to commence construction, failure to commence operations, insurance, insurance requirements, monetary obligations, indemnification or quality performance, abandonment or failure to continue operations, unauthorized use of trademarks or failure to de-identify) must be submitted to non-binding mediation, except that we may bring an action for injunctive or extraordinary relief (including specific performance), or actions involving the Motel premises without first submitting it to mediation.

PROVISION	SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM	SUMMARY
v. Choice of forum	§23	Subject to state law, all claims brought by you must be filed in the jurisdiction where we have our principal place of business, which is currently Dallas, Texas. We must file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time of suit, in the jurisdiction where you reside or do business, where the Motel is or was located, or where the claim arose.
w. Choice of law	§23	Subject to state law, the law of the state in which we have our principal place of business (currently Texas).

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote the Motel 6 franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

CHART 1: Historical Results for Select Motel 6 Franchised Motels

Chart 1 contains certain historic performance information for the 12-month period beginning on January 1, 2022, and ending on December 31, 2022, for the 931 franchised Motels operating in the United States that were active and operating as franchised properties for at least two full years as of December 31, 2022. Chart 1 does not include 51 Motels that were in default as of December 31, 2022, or 1 Motel that was under a special arrangement with a government entity in which no rooms were available to the public.

	Average Occupancy Rate	Average Daily Rate	Average RevPAR
Average for Select Franchised Motels	60.0%	67.82	40.68
Number of Motels that Met or Exceeded Average	456	371	400
% of Motels that Met or Exceeded Average	48.9%	39.8%	42.9%
Median	59.7%	64.23	38.40
High	98.9%	173.68	155.61
Low	11.9%	28.23	6.02

CHART 2: Historical Results for Select Motel 6 Franchised Motels with A or B Ranking Score

Chart 2 is a subset of the franchised Motels from Chart 1 and includes information for the 12-month period beginning on January 1, 2022, and ending on December 31, 2022, for the 547 franchised Motels (about 39% of the Motels reported in Chart 1) that achieved our internal rating of A or B Ranking. The Ranking Scores are internal ratings that we use to categorize Motels based on categories such as quality and financial compliance.

	Average Occupancy Rate	Average Daily Rate	Average RevPAR
Average for Select Franchised Motels	67.7%	70.10	47.43
Number of Motels that Met or Exceeded Average	227	215	181
% of Motels that Met or Exceeded Average	42.5%	40.3%	33.9%
Median	68.5%	67.41	45.00
High	98.9%	173.68	155.61
Low	31%	38.39	20.19

"**Average Occupancy Rate**" is the average of occupied rooms reported for the Select Franchised Motels in each chart divided by the total number of available rooms. "**Average Daily Rate**" is the average of the reported gross room revenue of the Select Franchised Motels in each chart, divided by their total number of occupied rooms reported. "**Average RevPAR**" is the average of reported gross room revenues for the Select Franchised Motels in each chart divided by their total number of available rooms.

Data for all of the Charts was obtained from our internal records based on information supplied to us electronically from franchised locations. We have not audited the franchisee data.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will achieve the stated results.

Written substantiation for the financial performance representations will be made available to you upon reasonable request. Please carefully read all of the information in these financial performance representations, and the notes following the charts, in conjunction with your review of the historical data.

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Tina Burnett, our Chief Development Officer, at 4001 International Parkway, Carrollton, TX 75007, Telephone 972-360-5434, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
for years 2020 to 2022

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2020	957	1059	+102
	2021	1059	1090	+31
	2022	1090	1207	+117
Company-Owned	2020	251	146	-105
	2021	146	103	-43
	2022	103	4	-99
Total Outlets	**2020**	**1208**	**1205**	**-3**
	2021	**1205**	**1193**	**-12**
	2022	**1193**	**1211**	**+18**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
for years 2020 to 2022

STATE	YEAR	NUMBER OF TRANSFERS
Alabama	2020	0
	2021	3
	2022	3
Arizona	2020	0
	2021	3
	2022	3
Arkansas	2020	0
	2021	2
	2022	2
California	2020	3
	2021	8
	2022	18
Colorado	2020	1
	2021	0
	2022	1
Connecticut	2020	2
	2021	0
	2022	0
Florida	2020	0
	2021	1
	2022	2

STATE	YEAR	NUMBER OF TRANSFERS
Georgia	2020	3
	2021	4
	2022	3
Illinois	2020	1
	2021	2
	2022	1
Indiana	2020	0
	2021	2
	2022	3
Iowa	2020	0
	2021	0
	2022	1
Kansas	2020	1
	2021	0
	2022	5
Kentucky	2020	1
	2021	0
	2022	0
Louisiana	2020	2
	2021	2
	2022	1
Maine	2020	1
	2021	1
	2022	0
Mississippi	2020	1
	2021	0
	2022	0
Missouri	2020	0
	2021	0
	2022	2
Montana	2020	0
	2021	1
	2022	1
Nebraska	2020	1
	2021	0
	2022	0
Nevada	2020	0
	2021	0
	2022	1
New Jersey	2020	0
	2021	0
	2022	1

STATE	YEAR	NUMBER OF TRANSFERS
New Mexico	2020	0
	2021	0
	2022	3
New York	2020	0
	2021	0
	2022	1
North Carolina	2020	2
	2021	1
	2022	0
North Dakota	2020	0
	2021	0
	2022	1
Ohio	2020	2
	2021	4
	2022	4
Oklahoma	2020	3
	2021	2
	2022	1
Oregon	2020	1
	2021	3
	2022	1
Pennsylvania	2020	0
	2021	1
	2022	0
South Carolina	2020	1
	2021	1
	2022	1
Tennessee	2020	1
	2021	1
	2022	2
Texas	2020	6
	2021	14
	2022	15
Virginia	2020	1
	2021	0
	2022	0
Washington	2020	0
	2021	1
	2022	1
West Virginia	2020	0
	2021	0
	2022	2

STATE	YEAR	NUMBER OF TRANSFERS
Wisconsin	2020	0
	2021	1
	2022	6
Wyoming	2020	0
	2021	0
	2022	2
Total	**2020**	**34**
	2021	**58**
	2022	**88**

Table No. 3
Status of Franchised Outlets
for years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2020	18	0	1	0	0	0	17
	2021	17	2	2	0	0	0	17
	2022	17	2	0	0	0	0	19
Alaska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	27	5[1]	1	0	0	0	31
	2021	31	4[1]	3	0	0	0	32
	2022	32	8	0	0	0	0	40
Arkansas	2020	15	1	0	0	0	0	16
	2021	16	1	0	0	0	0	17
	2022	17	2	0	0	0	0	19
California	2020	123	28[1]	1	0	0	0	150
	2021	150	25[1]	3	0	0	0	172
	2022	172	64	3	0	0	0	233
Colorado	2020	8	5[1]	0	0	0	0	13
	2021	13	1[1]	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Connecticut	2020	7	2[1]	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	1	1	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Delaware	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
District of Columbia	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Florida	2020	17	4[1]	0	0	0	0	21
	2021	21	4[1]	1	0	0	0	24
	2022	24	9	1	0	0	0	32
Georgia	2020	50	4	4	0	0	0	50
	2021	50	2	2	0	0	0	50
	2022	50	2	1	0	0	0	51
Idaho	2020	6	2[1]	2	0	0	0	6
	2021	6	1[1]	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Illinois	2020	31	7[1]	0	0	0	0	38
	2021	38	1	1	0	0	0	38
	2022	38	0	2	0	0	0	36
Indiana	2020	19	4[1]	0	1	0	0	22
	2021	22	0	2	0	0	0	20
	2022	20	1	0	0	0	0	21
Iowa	2020	10	3[1]	1	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	1	0	0	0	0	13
Kansas	2020	15	0	0	0	0	0	15
	2021	15	0	1	0	0	0	14
	2022	14	1	0	0	0	0	15
Kentucky	2020	14	2	1	0	0	0	15
	2021	15	1	0	0	0	0	16
	2022	16	0	0	0	0	0	16
Louisiana	2020	24	1	4	0	0	0	21
	2021	21	1	2	0	0	0	20
	2022	20	1	0	0	0	0	21

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Maine	2020	2	1[1]	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	1	0	0	0	2
Maryland	2020	13	0	1	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	2	1	0	0	0	13
Massachusetts	2020	3	3	0	0	0	0	6
	2021	6	3[1]	1	0	0	0	8
	2022	8	0	0	0	0	0	8
Michigan	2020	8	0	2	0	0	0	6
	2021	6	0	1	0	0	0	5
	2022	5	1	0	0	0	0	6
Minnesota	2020	5	1	0	0	0	0	6
	2021	6	1[1]	0	0	0	0	7
	2022	7	3	0	0	0	0	10
Mississippi	2020	10	21	0	0	0	0	12
	2021	12	0	1	0	0	0	11
	2022	11	3	0	0	0	0	14
Missouri	2020	17	2[1]	1	0	0	0	18
	2021	18	2	2	0	0	0	18
	2022	18	1	0	0	0	0	19
Montana	2020	6	1	0	0	0	0	7
	2021	7	2[1]	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Nebraska	2020	10	2	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	1	1	0	0	0	12
Nevada	2020	11	2	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	4	1	0	0	0	16
New Hampshire	2020	0	3[1]	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
New Jersey	2020	10	2[1]	1	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	0	1	0	0	0	11
New Mexico	2020	27	1	0	0	0	0	28
	2021	28	0	0	0	0	0	28
	2022	28	0	1	0	0	0	27
New York	2020	10	1	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	2	0	0	0	0	13
North Carolina	2020	22	2	2	0	0	0	22
	2021	22	0	5	0	0	0	17
	2022	17	0	0	0	0	0	17
North Dakota	2020	4	0	0	0	0	0	4
	2021	4	1[1]	1	0	0	0	4
	2022	4	0	0	0	0	0	4
Ohio	2020	31	1	0	0	0	0	32
	2021	32	2[1]	1	0	0	0	33
	2022	33	0	0	0	0	0	33
Oklahoma	2020	18	1	1	0	0	0	18
	2021	18	2	1	0	0	0	19
	2022	19	2	0	0	0	0	21
Oregon	2020	27	7[1]	0	0	0	0	34
	2021	34	1[1]	2	0	0	0	33
	2022	33	8	2	0	0	0	39
Pennsylvania	2020	20	5[1]	0	0	0	0	25
	2021	25	4[1]	1	0	0	0	28
	2022	28	1	0	0	0	0	29
Rhode Island	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
South Carolina	2020	14	2[1]	0	0	0	0	16
	2021	16	1	4	0	0	0	13
	2022	13	0	1	0	0	0	12

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
South Dakota	2020	1	1	0	0	0	0	2
	2021	2	1[1]	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Tennessee	2020	32	1	2	0	0	0	31
	2021	31	0	2	0	0	0	29
	2022	29	1	0	0	0	0	30
Texas	2020	185	20[1]	6	0	0	0	199
	2021	199	6	3	0	0	0	202
	2022	202	12	4	1	0	0	209
Utah	2020	11	1[1]	0	0	0	0	12
	2021	12	1	1	0	0	0	12
	2022	12	5	1	0	0	0	16
Vermont	2020	1	0	0	0	0	0	1
	2021	1	1[1]	1	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	26	2[1]	1	0	0	0	27
	2021	27	0	1	0	0	0	26
	2022	26	1	0	0	0	0	27
Washington	2020	14	4[1]	1	0	0	0	17
	2021	17	4[1]	0	0	0	0	21
	2022	21	4	2	0	0	0	23
West Virginia	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Wisconsin	2020	18	0	1	0	0	0	17
	2021	17	0	1	0	0	0	16
	2022	16	0	0	0	0	0	16
Wyoming	2020	5	1[1]	0	0	0	0	6
	2021	6	2[1]	1	0	0	0	7
	2022	7	0	1	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Totals	**2020**	**957**	**137**	**34**	**1**	**0**	**0**	**1059**
	2021	**1059**	**79**	**48**	**0**	**0**	**0**	**1090**
	2022	**1090**	**143**	**25**	**1**	**0**	**0**	**1207**

Note 1: Includes corporate-owned locations that were sold to Franchisees.

Table No. 4*
Status of Company-Owned Outlets
for years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2020	11	0	0	0	3	8
	2021	8	0	0	0	2	6
	2022	6	0	0	0	6	0
California	2020	111	0	0	7	27	77
	2021	77	0	0	1	17	59
	2022	59	0	0	1	56	2
Colorado	2020	6	0	0	0	5	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Connecticut	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Florida	2020	15	0	0	0	4	11
	2021	11	0	0	0	3	8
	2022	8	0	0	0	8	0
Idaho	2020	4	0	0	0	2	2
	2021	2	0	0	0	1	1
	2022	1	0	0	0	0	1

* Company-owned outlets are owned by certain of our Affiliates and operated by G6 Hospitality.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Illinois	2020	4	0	0	0	4	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Indiana	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Iowa	2020	3	0	0	0	2	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0
Maine	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Massachusetts	2020	6	0	0	0	3	3
	2021	3	0	0	0	3	0
	2022	0	0	0	0	0	0
Michigan	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Minnesota	2020	4	0	0	0	0	4
	2021	4	0	0	0	1	3
	2022	3	0	0	0	3	0
Mississippi	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Missouri	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Montana	2020	2	0	0	0	0	2
	2021	2	0	0	0	2	0
	2022	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Nebraska	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nevada	2020	4	0	0	0	1	3
	2021	3	0	0	0	0	3
	2022	3	0	0	0	3	0
New Hampshire	2020	3	0	0	0	3	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Jersey	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New York	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	2	0
North Dakota	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Ohio	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Oregon	2020	13	0	0	0	6	7
	2021	7	0	0	0	1	6
	2022	6	0	0	0	6	0
Pennsylvania	2020	4	0	0	0	3	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
South Carolina	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
South Dakota	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Texas	2020	18	0	0	0	14	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	3	1
Utah	2020	7	0	0	1	1	5
	2021	5	0	0	0	0	5
	2022	5	0	0	0	5	0
Vermont	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Virginia	2020	2	0	0	1	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Washington	2020	12	0	0	0	4	8
	2021	8	0	0	0	4	4
	2022	4	0	0	0	4	0
Wyoming	2020	4	0	0	0	1	3
	2021	3	0	0	0	2	1
	2022	1	0	0	1	0	0
Totals	**2020**	**251**	**0**	**0**	**10**	**95**	**146**
	2021	**146**	**0**	**0**	**1**	**42**	**103**
	2022	**103**	**0**	**0**	**2**	**97**	**4**

Table No. 5
Projected Openings As Of December 31, 2022

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLET IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLET IN NEXT FISCAL YEAR
Arizona	3	1	0
Arkansas	2	0	0
California	8	4	0
Colorado	1	0	0
Florida	2	1	0
Georgia	5	1	0

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLET IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLET IN NEXT FISCAL YEAR
Idaho	1	0	0
Illinois	1	1	0
Indiana	1	0	0
Louisiana	2	0	0
Mississippi	2	1	0
New Jersey	1	1	0
New Mexico	1	1	0
New York	2	0	0
Ohio	1	0	0
Oklahoma	1	0	0
Oregon	1	0	0
Pennsylvania	1	1	0
South Carolina	2	1	0
Texas	21	5	0
Virginia	1	1	0
Washington	3	0	0
West Virginia	1	1	0
Total	**64**	**20**	**0**

Notes:

The information in the above tables is as of the fiscal year end for each year, which is December 31.

Attached as Exhibit G-1 is a list of Motel 6 franchised locations, name of franchisee, along with addresses telephone numbers as of December 31, 2022.

Attached as Exhibit G-2 is a list of franchise agreements signed as of December 31, 2022, but Motel 6 franchised location not yet open.

Attached as Exhibit G-3 is a list of the name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of every Motel 6 franchisee who has had an Agreement terminated, canceled, or not renewed by us or who otherwise voluntarily or involuntarily ceased to do business under their agreements during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Motel 6 franchise System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

As of the date of this disclosure document, no independent trademark-specific franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document in Exhibit H are our audited financial statements as of December 31, 2022 and for the years ended December 31, 2022, 2021 and 2020.

ITEM 22
CONTRACTS

The following contracts are attached to this disclosure document in the following order:

EXHIBIT C: Franchise Application

EXHIBIT D: Franchise Agreement, including related attachments and addenda

ITEM 23
RECEIPTS

Two copies of a receipt form appear at the end of this disclosure document at Exhibit J. Please fill out and sign both receipts as of the date you received this disclosure document, return one copy to us and keep the other for your records.

EXHIBIT A
LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in 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 in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C
FRANCHISE APPLICATION

FRANCHISE APPLICATION

G6 Hospitality Franchising LLC, 4001 International Parkway, Carrollton, Texas 75007

Please submit online through our franchise portal or return a signed and dated Franchise Application and all required attachments to us at the above address to the attention of your Development Director or Franchise Administration. We will consider your application after we receive all requested information.

I am making Application for consideration of a:

☐ ***new construction*** ☐ ***conversion*** ☐ ***transfer of ownership*** ☐ ***renewal***

as a franchised property for the following Brand:

☐ ***Motel 6*** ☐ ***Studio 6 Suites*** ☐ ***Studio 6 Extended Stay*** ☐ ***Dual Brand***

I. PROPOSED LOCATION

1. The exact location of the proposed Motel to which the Application relates is:

***New Construction*:** ☐NW ☐NE ☐SW ☐SE _____
Quadrant *Intersection*

City _____ County _____ State _____ Zip Code_____

***Conversion / Transfer / Renewal*:** _____
(Physical Site Address)

City _____ County _____ State _____ Zip Code_____

2. ***Conversion/Transfer/Renewal*:** Property Telephone: _____ Property Fax: _____

3. The Motel will consist of _____ rooms (including _____ suites or extended stay units).

4. ***Conversion / Transfer / Renewal:*** Actual or estimated age of structure: _____Years

5. ***New construction:*** Anticipated dates of:

Plan submission: _____

Commencement of construction: _____

Completion of construction/opening: _____

6. ***Conversion / Transfer / Renewal:*** Anticipated dates of:

Commencement of renovation to Brand Standards: _____

Completion of renovation to Brand standards: _____

7. ***Conversion***: The property ☐ ***does*** ☐ ***does not*** currently have an existing affiliation or franchise agreement with a third party. If the property has an existing affiliation or franchise agreement, please identify the existing franchise brand, and explain when and how this affiliation will be terminated or removed (e.g., expiration, release, etc.) without breaching the existing affiliation or franchise agreement:_____

_____

_____

8. ***Conversion*****:** Historical Performance of Property:

Period	Occupancy (%)	Avg. Daily Rate (ADR) ($)	Gross Room Revenue
Current Year-to-Date			
Immediately Prior First Year End			

II. LOCATION/SITE CONTROL INFORMATION

1. The motel or motel site is controlled by:
- ☐ fee ownership
- ☐ lease (with _____ effective _____ expires _____)
- ☐ option agreement (option expires _____)
- ☐ contract for sale (closing or expiration of diligence by _____)
- ☐ other: _____

2. Legal name in which site or facility will be owned or controlled: _____

3. ***Transfer / Renewal:*** Motel Location Number: _____

III. LEGAL/CONTRACT INFORMATION

1. Franchise Agreement to be issued in the **Legal Name** of _____

2. Mailing Address: _____
(Cannot be a P.O. Box or the Motel address)

City _____ State _____ Zip Code_____

3. Phone Number: _____ Fax Number: _____

4. The **Legal Name** above is a:

☐ General Partnership	☐ Limited Liability Corporation
☐ Limited Partnership	☐ Limited Liability Company
☐ Corporation	☐ Joint Venture
☐ Sole Proprietor (skip #5)	☐ Other _____

5. State of formation or incorporation: _____

6. ***New Construction / Conversion / Transfer***: Businesses Owned: Please provide a biography for each person or entity having 20% or more ownership of the proposed franchise and a portfolio summary of any hotels (including *Motel 6* or *Studio 6*) owned or partially owned and/or operated by Applicant or any person or entity having 20% or more ownership of the proposed franchise (or all owners if no person or entity has a 20% interest) (please attach a separate list if you need more space than provided below).

Please list any **currently** owned hotels:

Individual/Entity	Property Location #	Property Name (Affiliation) Address, City and State	Ownership Percentage	Years Under Ownership	Years Under Management

Please list any **previously** owned hotels:

Individual/Entity	Property Location #	Property Name (Affiliation) Address, City and State	Ownership Percentage	Years Under Ownership	Years Under Management

7. This section outlines the important contacts for your property and will assist when we reach out regarding aspects of your business. Please complete as many contacts as necessary for the operation of your property.

Legal Contact: *This individual will be included in Section 20 of the franchise agreement as your sole representative to receive all notices issued under the franchise agreement. You may designate other individuals for additional roles below. If you do not, this individual will be designated for all roles below.*

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

Business Phone: ( )_____ Mobile Phone: ( )_____

Billing Contact: *all invoices and billing related messages and issues.*

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

Business Phone: ( )_____ Mobile Phone: ( )_____

Operational Contact: *point person for pre-opening processes and ongoing Brand Performance items.*

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

Business Phone: ( )_____ Mobile Phone: ( )_____

Guest Complaint Contact: *receives complaint related items and will be the contact provided to guests.*

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

Business Phone: ( )_____ Mobile Phone: ( )_____

IV. OWNERSHIP OF ENTITY

Please list every Owner of the proposed franchise *(use a supplemental page if needed)*:

	OWNER 1	OWNER 2	OWNER 3	OWNER 4
Name (include any familiar or nicknames)				
Title				
Percentage of Ownership				
E-Mail Address				

Each Owner must individually complete the Due Diligence Authorization attached to this Franchise Application and provide a personal financial statement.

V. MANAGEMENT OF MOTEL

Conversions / Transfers / Renewals Only: The Motel will be managed by:

☐ ***applicant*** ☐ ***General Manager (new hire)*** ☐ ***General Manager (existing)*** ☐ ***third-party management company***

Please provide the following information for any manager other than applicant:

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

Business Phone: ( )_____ Mobile Phone: ( )_____

Has General Manager attended G6 training? ☐ Yes ☐ No If no, is training scheduled? ☐ No ☐ Yes Date:_____

VI. CERTIFICATION AND SIGNATURE

I understand that G6 Hospitality Franchising LLC ("G6") will utilize and rely on the information contained in this application in deciding whether to approve or deny this application. I acknowledge that G6 may issue a preliminary approval to signify acceptance of the proposed location of the Motel, but such preliminary approval is not final approval of this Application. By signing this application, I certify that (1) the information furnished in this application is true and correct; (2) no fact or information is omitted that might make the information furnished misleading or incomplete, including the proposed ownership of the franchise; (3) if Applicant is an entity, I have authority to submit this application on behalf of Applicant; and (4) neither I, nor any partner, member, shareholder, owner, officer or director of Applicant has been induced or persuaded to breach any existing agreement in seeking the proposed franchise.

I authorize G6 to conduct an investigative background search in accordance with anti-terrorism legislation, such as the USA Patriot Act and Section 1 of U.S. Executive Order 13224, issued September 23, 2001, and agree to fully cooperate with G6 in any such investigation. I certify that neither I, nor any of my funding sources, is or has been a terrorist or suspected terrorist, or a person or entity described in anti-terrorism legislation.

I authorize G6 to conduct due diligence and check my background, character, education, motor vehicle record, criminal and court records, financial credit history, and work history. I expressly authorize any law enforcement agency, credit reporting agencies, any past or present employer, any past or present financial institutions, and any other person with knowledge of these matters to release the requested information to G6, and to discuss any of the released information with G6.

I understand that G6 may approve or deny this application in its sole discretion, for any reason, or no reason whatsoever, and that approval of this application, if granted, may be revoked by G6 in its sole discretion if it later deems any information to be false or misleading, or if G6 is not satisfied with the results of the investigative background search.

By signing this application, I acknowledge and agree to indemnify G6, its affiliates and successors and their respective officers, directors, agents, and employees, past and present, from all losses and expenses arising from the breach of any representations in this application, including any actual or threatened action and independent defense of such action. I hereby release G6, its affiliates, successors and their respective officers, directors, agents, and employees, past and present, from all liabilities, losses, or expenses that I may incur related to its approval, disapproval, or revocation of this application.

Signature:_____ Print Name: _____ Date: _____

VII. ATTACHMENTS

Please submit the following with this Application to provide information needed to evaluate this Application:

- ☐ Signed and dated Acknowledgment of Receipt of Franchise Disclosure Document (FDD) from each Owner with a 20% or greater interest (or all owners if no Owner has a 20% or greater interest).

- ☐ Biography and portfolio for each Owner with a 20% or greater interest (or all Owners if no Owner has a 20% or greater interest) *(Section III.6).*

- ☐ Personal Financial Statement for each Owner with a 20% or greater interest (or all Owners if no Owner has a 20% or greater interest) *(Section IV).*

- ☐ Due Diligence Authorization completed, signed and dated, for each Owner with a 20% or greater interest (or all Owners if no Owner has a 20% or greater interest) *(Section IV)*

- ☐ Evidence of site control (warranty deed, lease, option, contract for sale) *(if available) (Section II.1)*

- ☐ Full Ownership Structure and franchise entity documents, including percentage of ownership, titles of individuals, and list of individuals authorized to sign on behalf of each entity *(Section IV)*:
  CORPORATION: (a) state certificate of incorporation, (b) Articles of Incorporation, (c) Bylaws and (d) Organizational Minutes
  PARTNERSHIP: (a) state of partnership filing, (b) executed Partnership Agreement and (c) Consent of Partners.
  LIMITED LIABILITY COMPANY: (a) state certificate of formation, (b) executed Articles or Certificate of Organization and (c) Operating Agreement.

- ☐ Existing affiliation information *(conversions only, if applicable) (Section I.8)*

- ☐ General Manager's G6 Training Certificate of Completion *(if available) (Section V)*

DUE DILIGENCE AUTHORIZATION

Each person or entity with ownership of 20% or more in the proposed franchise (or all owners if no individual has 20% ownership) must separately (online or in hard copy form) complete, sign and return this Due Diligence Authorization in order to be named as an owner of a franchise.

	OWNER
Name (include any familiar or nicknames)	
Title (if any)	
Percentage of Ownership	
E-Mail Address	
Primary Phone Number	
Secondary or Cell Phone Number	
Home Address, City, State and Zip Code (individual)	
Principal Office Address, City, State and Zip Code (entity)	
Federal ID Number (entity)	
Social Security Number (individuals)	
Date of Birth (individuals) (MM/DD/YYYY)	

I acknowledge that G6 Hospitality Franchising LLC ("G6") will utilize and rely on the information contained in the application and this authorization in deciding whether to approve or deny the application. I acknowledge that G6 may issue a preliminary approval to signify acceptance of the proposed location of the Motel, but such preliminary approval is not final approval of this Application. By signing this authorization, I certify that the information furnished in this authorization is true and correct and no fact or information is omitted that might make the information furnished misleading or incomplete.

I authorize G6 to conduct an investigative background search in accordance with anti-terrorism legislation, such as the USA Patriot Act and Section 1 of U.S. Executive Order 13224, issued September 23, 2001, and agree to fully cooperate with G6 in any such investigation. I certify that neither I, nor any of my funding sources, is or has been a terrorist or suspected terrorist, or a person or entity described in anti-terrorism legislation.

I authorize G6 to conduct due diligence and check my background, character, education, motor vehicle record, criminal and court records, financial credit history, and work history. I expressly authorize any law enforcement agency, credit reporting agencies, any past or present employer, any past or present financial institutions, and any other person with knowledge of these matters to release the requested information to G6, and to discuss any of the released information with G6.

By signing this authorization, I agree to indemnify G6, its affiliates and successors and their respective officers, directors, agents, and employees, past and present, from all losses and expenses arising from the breach of any representations in this authorization, including any actual or threatened action and independent defense of such action.

I hereby release G6, its affiliates, successors and their respective officers, directors, agents, and employees, past and present, from all liabilities, losses, or expenses that I may incur related to its approval, disapproval, or revocation of the related application.

Signature:_____ Print Name: _____ Date: _____

EXHIBIT D
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

by and between

G6 Hospitality Franchising LLC
Franchisor

and

«Entity»
Franchisee

For the Following Brand Motel:

□ Motel 6

□ Studio 6 Suites

□ Studio 6 Extended Stay

□ Dual Brand

«Motel_Address_City_State»

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FRANCHISE AGREEMENT

This Agreement is made and entered into as of the Effective Date by and between Franchisor and Franchisee.

RECITALS:

Franchisor has the right to use and to license the use of the System for the establishment and operation of Brand Motels.

Franchisee is the owner of a fee or long-term leasehold interest in the Approved Location.

Franchisee desires to operate the Motel at the Approved Location.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1. Franchisor grants Franchisee the right, and Franchisee undertakes the obligation, to operate the Motel at the Approved Location.

1.2. If Franchisee is in compliance under this Agreement and Franchisee and its Affiliates are in compliance with any other agreement between them and Franchisor or its Affiliates, then during the Term described in Section 2.1 of this Agreement, neither Franchisor nor any of its Affiliates shall (nor shall any of them grant to another person the right to) own, establish, operate, or manage a Brand Motel at any location within the Protected Territory, except for:

1.2.1. Brand Motels open in the Protected Territory as of the Effective Date;

1.2.2. Brand Motels to be established in the Protected Territory under a franchise agreement in effect as of the Effective Date, but not yet open as of the Effective Date;

1.2.3. Franchise agreements entered into in connection with the sale or other disposition by Franchisor or an Affiliate of a Brand Motel within the Protected Territory that is owned or leased by Franchisor or an Affiliate;

1.2.4. Conversion of System Motels or motel rooms operated on the premises of or adjacent to a Brand Motel identified in Sections 1.2.1, 1.2.2, or 1.2.3 of this Agreement to Brand Motels or Brand motel rooms;

1.2.5. Granting a franchise for a new Brand Motel that will not open during the Term; and

1.2.6. Brand Motels that are modifications to, replacements for, or relocations of a Brand Motel identified in Sections 1.2.1; 1.2.2; 1.2.3, 1.2.4, or 1.2.5 of this Agreement.

1.3. All rights not expressly granted to Franchisee under Section 1.2 are reserved to Franchisor, its Affiliates, and their respective successors and assigns. Without limiting the foregoing, Franchisee acknowledges and agrees that Franchisor and its Affiliates reserve the following rights:

1.3.1. The right to own, establish, operate or manage, and to grant others the right to own, establish, operate, or manage motels, hotels, inns, and other lodging facilities (including, without limitation, extended stay/all suites, limited service, full service, resort, economy, and ultra-luxury facilities) under marks and names different from the Proprietary Marks at any location, including locations within the Protected Territory, including, but not limited to, System Motels or motel rooms/suites.;

1.3.2. The right to own, establish, operate or manage, and to grant others the right to own, establish, operate, or manage extended stay facilities under marks and names similar to the Proprietary Marks (including, without limitation, System Motels and Dual-Branded motels) at any location, including locations within, adjacent, adjoining or proximate to the Protected Territory;

1.3.3. The right to use the name Motel/Studio 6 as a tagline or identifier in connection with a different primary trademark;

1.3.4. The right to offer, sell and advertise any goods and services (including those services offered by Brand Motels) under any trademarks or service marks (including the Proprietary Marks) from, on and through any medium, including the Internet or any website; and

1.3.5. The right to purchase, be purchased by, or merge or combine with, businesses that directly compete with Brand Motels.

1.4. Franchisee acknowledges that Franchisor and its Affiliates have and may have business interests other than the operation of the network of Brand Motels and System Motels and that they, in their sole discretion, may identify, define, and act on such interests in the manner they deem appropriate. Franchisee further acknowledges that business decisions made by Franchisor and its Affiliates may impact Franchisee and agrees that Franchisor and its Affiliates have no express obligation or implied duty to protect Franchisee from the consequences of such business decisions and expressly waives any right to assert any claim against Franchisor or its Affiliates based on the existence, actual or arguable, of any such obligation or duty.

2. TERM

2.1. The Term shall commence on the Effective Date and expire on the Expiration Date, unless sooner terminated in accordance with this Agreement.

2.2. If Franchisee desires to renew this franchise for one additional period of ten (10) years, Franchisee shall comply with the following terms and conditions:

2.2.1. Franchisee shall submit to Franchisor an Application not less than twelve (12) months but not more than eighteen (18) months before the Expiration Date of this Agreement and shall pay an Application Fee not later than the date of signing the franchise agreement specified in Section 2.2.7 below. Franchisor shall have the right, in its sole discretion, to approve or disapprove Franchisee's Application. Provided Franchisee has timely submitted its Application in accordance with this Section 2.2.1, Franchisor shall notify Franchisee of Franchisor's decision, in writing, not less than six (6) months before the Expiration Date (or such earlier time as applicable law may require).

2.2.2. Franchisee shall not be in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor or its Affiliates as of the Expiration Date, and Franchisee shall have complied with all the terms and conditions of such agreements during their respective terms.

2.2.3. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its Affiliates and to all suppliers to the Motel as of the Expiration Date and shall have met those obligations on a timely basis throughout the Term.

2.2.4. Franchisee shall (i) pay Franchisor's then-current PIP fee; (ii) agree to a PIP which shall be attached to the franchise agreement specified in Section 2.2.7 below; (iii) start renovation and modernization of the Motel according to the PIP, and (iv) complete renovation and modernization of the Motel to Franchisor's reasonable satisfaction. The renovation and modernization may include, among other things, installation of new equipment, computer systems, software, signs, furnishings, fixtures, and décor to reflect the then-current standards and image of the System.

2.2.5. Franchisee shall comply with Franchisor's qualification and training requirements for new franchisees.

2.2.6. Franchisee and its Owners shall sign a general release, in a form Franchisor prescribes, of any and all claims against Franchisor, its Affiliates, and their respective past and present officers, directors, shareholders, and employees, in their corporate and individual capacities;

2.2.7. Franchisee and its Owners shall sign Franchisor's then-current form of franchise agreement, which will supersede this Agreement in all respects, and shall reflect then-standard terms and fees for a Brand Motel, and which may include a modified Protected Territory.

2.2.8. Franchisee shall pay Franchisor a Franchise Fee in an amount equal to fifty percent (50%) of Franchisor's then-current Franchise Fee charged to new franchisees as of the Expiration Date, which can be paid any time before or on signing the franchise agreement specified in Section 2.2.7.

3. DUTIES OF FRANCHISOR

3.1. Franchisor shall make training programs available to Franchisee as set forth in Section 5.3 and may provide continuing training, consultation and advisory assistance and support to Franchisee in the management, operation and marketing of the Motel in the manner, at such times, and on such other terms and conditions (including, but not limited to, any additional fees payable for such training, consultation, or advisory assistance and support) as Franchisor deems advisable.

3.2. Franchisor shall make the Manuals available in an electronic form accessible by Franchisee.

3.3. Franchisor shall establish, maintain and administer a Reservation System and a Marketing Program, subject to the provisions of Section 11.

3.4. Franchisor shall license or sublicense Franchisee to use the Software, as applicable.

3.5. Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by this Agreement may be performed, at Franchisor's discretion, by any Affiliate, designee, employee or agent of Franchisor, as Franchisor may direct.

4. FEES

4.1. Franchisee shall pay to Franchisor the Franchise Fee listed in Attachment 2 on signing this Agreement. The Franchise Fee is fully earned and non-refundable in consideration of the administrative and other expenses incurred by Franchisor in entering into this Agreement and for Franchisor's lost or deferred opportunity to franchise others within the Protected Territory.

4.2. Franchisee shall pay to Franchisor the Opening Package Fee listed in Attachment 2 on receipt of an invoice from Franchisor. The Opening Package Fee currently covers the initial General Manager Training Program for one General Manager, opening kit, the Photo Shoot, and one email license for the Motel. Franchisor may, in its sole discretion, change or modify the services covered by Opening Package Fee. Franchisee acknowledges and agrees that between the signing of the Franchise Agreement and the Opening Date, Franchisor may, in its sole discretion, elect to increase the Opening Package Fee by a reasonable amount in order to cover costs associated with the Opening Package.

4.3. Franchisee shall pay to Franchisor the Opening Assistance Fee listed in Attachment 2 on receipt of an invoice from Franchisor. The Opening Assistance Fee is paid in consideration of the Opening Assistance described in Section 5.3.2. In addition to the Opening Assistance Fee, Franchisee shall provide Franchisor's representatives with lodging, without charge, during the course of the Opening Assistance.

4.4. Franchisee may pay to Franchisor the Application Fee and PIP Fee or Site Evaluation Fee any time before or on signing this Agreement.

4.5. Franchisee shall pay to Franchisor a monthly Royalty Fee in the amount specified in Attachment 2, invoiced each month for the previous calendar month and payable no later than the Due Date.

4.6. Franchisee shall pay to Franchisor a monthly Program Fee in an amount specified in Attachment 2, invoiced each month for the previous calendar month and payable no later than the Due Date. Franchisor may increase the monthly Program Fee by providing notice to Franchisee; provided, that Franchisor will not increase the Program Fee: (1) by more than one half percent (0.5%) of Gross Room Revenues in any twelve (12) month period; and (2) to an amount greater than five and one-half percent (5.5%) of the Motel's Gross Room Revenues.

4.7. Franchisee shall pay to Franchisor a monthly Reservation Fee in an amount specified in Attachment 2, invoiced each month for the previous calendar month and payable no later than the Due Date. Franchisor may increase the monthly Reservation Fee by providing notice to Franchisee; provided, that Franchisor will not increase the Reservation Fee: (1) by more than one half percent (0.5%) of Gross Room Revenues in any twelve (12) month period; and (2) to an amount greater than two percent (2%) of the Motel's Gross Room Revenues.

4.8. Franchisee must participate in any loyalty program or centralized billing program required by Franchisor and pay the associated fees as specified by Franchisor in the Manuals or otherwise in writing.

4.9. Franchisee must reimburse Franchisor or its Affiliates for the amounts of the Booking Fees and Commissions monthly after Franchisee receives an invoice for the Booking Fees and Commissions. Franchisee shall comply with all of Franchisor's rules and regulations regarding the Booking Fees and Commissions and any modifications that Franchisor in its sole discretion makes to such rules and regulations. Franchisee acknowledges that the Booking Fees and Commissions may, in the future, be directly invoiced to Franchisee by one or more third-party billing clearinghouses. Franchisee may be required to pay such clearinghouses an additional administrative or related fee for their services. Franchisee agrees to participate fully in such billing clearinghouses and agrees to pay the amounts of invoices that Franchisee receives from these clearinghouses on a timely basis, including the administrative or related fees imposed by the clearinghouses. In addition to other remedies available to Franchisor, Franchisee may be subject to suspension or termination from distribution channels if Franchisee fails to timely pay Franchisor or the third-party distribution channel, as applicable. Franchisee must also participate in the National Sales Programs as required by Franchisor. Franchisee must pay Franchisor the then-current fee and any commissions due for participating in the National Sales Programs.

4.10. Franchisee shall execute the Technology License and Services Agreement attached as Attachment 4 and pay all fees required under the Technology License and Services Agreement.

4.11. If any payment due to Franchisor or its Affiliates by Franchisee is not received on or before its Due Date, the payment shall be deemed overdue. With respect to any overdue payment, Franchisee shall pay to Franchisor or its Affiliates, in addition to the amount overdue, Franchisor's then-current late fee plus interest on such overdue amount from the Due Date until the date that the payment is paid at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Entitlement to such late fee and interest shall be in addition to any other remedies Franchisor or its Affiliates may have. Franchisor may charge a processing fee based on the amount being paid on transactions, methods of payments, or administrative costs, at Franchisors sole discretion. Further, Franchisor and its Affiliates reserve the right to impose a returned check fee, payable on demand, if Franchisee's check for any fees due to Franchisor fails to clear or if any payment payable by Franchisee to Franchisor by any other method is declined by Franchisee's financial institution.

4.12. For all amounts payable to Franchisor, Franchisee must use the invoicing and payment method(s) that Franchisor periodically designates. If Franchisor requires payment by electronic funds transfer, Franchisee must designate an Account and furnish the bank with authorizations as necessary to permit Franchisor to make withdrawals from the Account by electronic funds transfer. Franchisee agrees to maintain sufficient funds in the Account to cover the amounts payable to Franchisor and its Affiliates. If funds in the Account are insufficient to cover the amounts payable at the time Franchisee makes its periodic electronic funds transfer, the amount of the shortfall will be deemed overdue. Without limiting the foregoing, Franchisee specifically acknowledges that Franchisor may require different payments method(s) if Franchisee is deemed to be in default under this Agreement.

4.13. Franchisor shall have the right to apply any payments or credits in its sole discretion (regardless of any designation by Franchisee) to any amounts due in any order.

4.14. Franchisor has the right to adjust, for inflation, all fixed dollar amounts under this Agreement (except the Franchise Fee) once a year to reflect changes in the Index. If the BLS no longer publishes the Index, then Franchisor will have the right to designate a reasonable alternative measure of inflation.

5. DUTIES OF FRANCHISEE

5.1. Franchisee shall construct, convert, renovate, equip and furnish the Motel in accordance with this Agreement and the Standards.

5.2. Franchisee acknowledges that every detail of the System is important to Franchisor and other franchisees operating under the System to develop and maintain the Standards and brand image of the System, to protect Franchisor's reputation and goodwill, and to increase the demand for the lodging services offered by Brand Motels. Therefore, Franchisee agrees to comply with the Standards and not to deviate therefrom. Among other things:

5.2.1. Franchisee shall use the Approved Location solely for the operation of the Motel and shall not permit the use of the Approved Location for any other purpose or activity.

5.2.2. Franchisee agrees that the Motel may offer only such goods and services approved by Franchisor in writing for the System. Any goods or services offered by Franchisee, other than lodging services, shall not be represented as goods or services authorized or sanctioned by Franchisor or its Affiliates.

5.2.3. Franchisee shall operate the Motel twenty-four (24) hours a day, every day, and in strict conformity with the Standards.

5.2.4. Franchisee shall not operate the Motel, or any other operation to which Franchisor has consented pursuant to Section 5.5, in any manner which Franchisor reasonably believes adversely reflects on Franchisor, the System, the Proprietary Marks, the associated goodwill, or Franchisor's rights therein. Franchisee shall not, directly or indirectly, operate any business, at the Approved Location or otherwise, which violates this Section 5.2.4.

5.3. Before the Opening Date and at all times during the Term, Franchisee shall designate a General Manager who must devote his or her full time, best efforts to managing the Motel and who shall have authority over the day-to-day operations of the Motel. Before the Opening Date, Franchisee's General Manager must attend and successfully complete, to Franchisor's satisfaction, Franchisor's General Manager Training Program, the fee for which is currently included in the Opening Package Fee. Franchisee must pay Franchisor's then-current training fee for each additional trainee beyond the initial General Manager that Franchisee sends to that training. Franchisee must notify Franchisor of any changes in General Manager. All replacement or substitute General Managers hired after the initial General Manager must attend and successfully complete, to Franchisor's satisfaction, Franchisor's General Manager training program within two (2) months after commencing their duties as General Manager. Franchisee must pay Franchisor's then-current fee for training any replacement or substitute General Managers.

5.3.1. In addition to its General Manager Training program, Franchisor may require Franchisee or Franchisee's designees to attend other training courses, programs, conferences and seminars, all as specified by Franchisor, and to pay the Franchisor's then current fee for such training.

5.3.2. Before the Opening Date, Franchisor or its Affiliates may, at Franchisor's discretion, provide Opening Assistance. Franchisee shall pay to Franchisor its then-current fee for Opening Assistance.

5.3.3. Franchisee shall attend the conferences and meetings that Franchisor may periodically require and pay Franchisor's then current conference fee for each person who is required to attend (and, if applicable, additional attendees that Franchisee chooses to send).

5.3.4. Franchisor will provide all training at locations designated by Franchisor. In addition to the fees described in this Section 5.3, Franchisee shall also be responsible for all other costs of attendance, including travel, room and board, and Franchisee's employees' wages, benefits and other expenses.

5.4. Franchisee shall preserve good guest relations, render competent, prompt, courteous and knowledgeable customer care service, and otherwise meet the Standards. Franchisee shall be the employer of all employees at the Motel, shall be solely responsible for all employment decisions and functions at and for the Motel, and shall otherwise comply with the requirements of Section 18.1 of this Agreement.

5.5. Franchisee shall purchase all items required to conform to Franchisor's Standards, at Franchisor's sole discretion, solely from suppliers who demonstrate to Franchisor's continuing reasonable satisfaction the ability to meet the Standards, who possess adequate quality controls and the capacity to supply Franchisee's needs promptly and reliably, and who have been approved by Franchisor in the Manuals or otherwise in writing. Franchisor reserves the right to approve, reject or designate a single supplier of certain items in order to promote compliance with the Standards.

5.5.1. If Franchisee desires to purchase any items that are required to conform to Franchisor's Standards from an unapproved supplier, then Franchisee shall submit to Franchisor a written

request to approve the proposed supplier, together with such evidence of the supplier's qualifications as Franchisor may reasonably require. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing to Franchisor or to an independent testing facility designated by Franchisor. Franchisee shall pay to Franchisor the then-current Alternative Supplier Fee whether or not the supplier is approved. After completion of such evaluation and testing required by Franchisor, Franchisor shall notify Franchisee in writing of its approval or disapproval of the proposed supplier. Approval shall not be unreasonably withheld. Franchisee shall not purchase any products or services from the proposed supplier until Franchisor's written approval of the proposed supplier is received.

5.5.2. Franchisor may revoke its approval of particular products or suppliers at any time, in its sole discretion. On receipt of a written notice of revocation, Franchisee shall immediately cease to offer, sell or use any disapproved products and shall cease to purchase from any disapproved supplier.

5.5.3. Franchisee shall use products that conform to Franchisor's Standards and that are purchased from approved suppliers solely for the purpose of operating the Motel and not for any other purpose, including, without limitation, for resale.

5.6. Franchisee shall comply with all Laws, and shall timely obtain all permits, certificates and licenses necessary for the full and proper development and operation of the Motel, including, without limitation, licenses to do business, trade, fictitious or assumed name registrations, building permits, sales tax permits, health and sanitation permits and ratings, and fire clearances. Franchisee shall be solely responsible for architecture, engineering, code, zoning, or other requirements of the Laws, rules, regulations or ordinances of any state, local municipality, urban community, or provincial or federal governmental body, including any errors, omissions, or discrepancies of any nature in any drawings or specifications obtained by Franchisee, including any provided by Franchisor. Without limiting the foregoing, Franchisee shall be solely responsible for compliance with any requirements of the Americans with Disabilities Act, Payment Card Industry Data Security Standards (PCI-DSS), state, federal and international privacy and data security legislation and PII laws or regulations. In the event of an Security Incident that affects the Brand, its liability or its public image in Franchisor's sole discretion, Franchisee will grant Franchisor the right, at a minimum, of access to Franchisee's computer systems and related equipment or software. Franchisee shall cooperate fully with Franchisor in any investigation of or remedy to any actual or suspected data privacy or Security Incidents. Further, Franchisee shall, on learning of or suspecting any data privacy or Security Incident, provide immediate notice in writing to Franchisor or its designee of the same. Such notice shall include information about what occurred, what information was affected, what has been done to remedy the situation, who may have been affected, and any other details Franchisor specifies in the Manuals or in writing. Franchisee shall also provide Franchisor, or its designee, notice as described in the Manuals within twenty-four (24) hours of receipt of any Data Subject Access Requests or Deletion Requests.

5.7. Franchisee shall prominently display in and on the premises of the Motel such signs as are required by Franchisor in the Manuals or as otherwise directed or approved by Franchisor in writing, including, without limitation, signs bearing the Proprietary Marks. All such signs shall be of a nature, and shall be in the form, color, number, location, size and content as specified by Franchisor in the Manuals or otherwise in writing. Franchisee shall comply with the Standards concerning the types of services and products that may be promoted or advertised at the Motel, including those Standards relating to the display of promotional materials. Franchisor reserves the right at any time to require, and Franchisee agrees to conform to, any change in or presentation of the Proprietary Marks.

5.8. Franchisee shall report within twenty-four (24) hours, or in the timeframe otherwise described in the Manuals, to Franchisor or its designated Affiliate all incidents involving safety, security (including the security of the System, Software, Computer System (and all information found therein) or

any other means of storing PII in Franchisee's control), guest or employee privacy, public relations or serious injury to persons or property that occur at, or involve, the Motel and shall consult with Franchisor or its designated Affiliate before speaking to or corresponding with the media about any such incident. Franchisee shall otherwise comply with those portions of the safety, security and public relations provisions designated as mandatory in the Manuals or by the Standards, with the purpose of effectively handling the occurrence and any risk, and to ensure the brand and Standards are maintained. Franchisee acknowledges and agrees that it is Franchisee's sole responsibility to maintain the safety and security of its employees, guests and others who may be on the Motel premises.

5.9. Franchisee acknowledges that Franchisor, its Affiliates, and their agents shall have the right, in their reasonable discretion, to enter upon the premises of the Motel at any time for the purpose of conducting inspections or evaluations for compliance with the Standards, and Franchisee shall provide Franchisor's representatives with lodging, without charge, during such inspections or evaluations. On written request of Franchisor or its agent, Franchisee shall take such steps as may be necessary to correct any deficiencies under the Standards detected during an evaluation, within the time specified by Franchisor. Franchisor may charge fees for certain inspections or evaluations. If Franchisee fails an evaluation under the Standards, Franchisee shall reimburse Franchisor for the travel, expenses and then current fees of Franchisor's representatives incurred in subsequent evaluations to determine whether all deficiencies under the Standards have been corrected, or pay any fees assessed by Franchisor. Franchisor will not manage or assist with any Franchisee employee or employment-related issues.

5.10. Franchisee acknowledges and agrees that offering the public a single, efficient, reservation referral service is essential to the goodwill, reputation and success of the System. Franchisee shall use only the proprietary Reservation System and comply with all terms and conditions of participation. Franchisee shall purchase, install and maintain at the Motel all equipment necessary for participation in the Reservation System, as specified in the Manuals or otherwise in writing by the Franchisor. In addition, Franchisee shall participate in and pay all related fees for all OTA programs and National Sales Programs that Franchisor may establish, unless Franchisor provides Franchisee the right to opt out of such program. If Franchisee wishes to exercise any opt out right, Franchisee shall comply with Franchisor's policies and procedures for opting out of such OTA programs and National Sales Programs.

5.11. Franchisor reserves the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices that Franchisee may charge for products or services.

5.12. Franchisee shall timely provide to Franchisor Motel information for listing the Motel online. If Franchisee fails to timely respond to Franchisor's request, the Motel may not be listed online and, in such event, Franchisee agrees that neither Franchisor nor Franchisor's Affiliates shall be liable for any such omission.

5.13. Franchisee shall participate in and comply with the terms of all marketing, reservation service, quality, advertising and operating programs and policies required by Franchisor for the System (including, without limitation, any Internet advertising, social media advertising, and marketing conducted and prescribed by Franchisor), in the manner directed by Franchisor in the Manuals or otherwise in writing and pay all related costs. Franchisor may also establish and coordinate advertising, marketing and sales programs, guest satisfaction programs and other activities among System motels, including motels owned or operated by its Affiliates. Franchisee shall participate in and comply with such programs and activities on the same basis as other participating System motels in the same region as the Motel and pay all related costs.

5.14. Franchisee shall purchase or license, install, utilize and maintain at the Motel, at its sole cost, and at then current pricing or fees as provided by franchisor, all Software, hardware, services and

equipment necessary to operate and maintain the Computer System and shall otherwise execute and comply with the terms of the Technology License and Services Agreement attached to this Agreement as Attachment 4.

5.15. Franchisee shall comply with Franchisor's policies and procedures set forth in the Manuals concerning guest relations, guest satisfaction, guest complaints, and Franchisor's brand image programs and standards. Franchisee shall pay Franchisee or its Affiliates the then-current fees and costs incurred for Franchisor or its Affiliates to administer such programs. If Franchisee fails to resolve a guest complaint or a guest satisfaction survey response in accordance with Franchisor's policies, Franchisor will have the right to resolve, or attempt to resolve, such complaint, and Franchisee shall be required to (a) reimburse Franchisor for any expenses incurred by Franchisor or its Affiliates to resolve the guest complaint and (b) pay Franchisor the then-current, applicable customer care intervention fee, in accordance with Franchisor's policies and procedures, which may be periodically modified by Franchisor.

5.16. If at any time during the Term the Motel is damaged by Casualty and the cost to repair such damage is reasonably estimated to be not more than fifty percent (50%) of the fair market value of the Motel, Franchisee shall expeditiously repair the damage. If the reasonable estimated cost to repair the damage exceeds such amount, Franchisee shall immediately notify Franchisor and shall elect, by written notice to Franchisor delivered within sixty (60) days following the date of the Casualty, to repair or rebuild the Motel in accordance with the Standards or to terminate this Agreement. Any such notice of termination shall be effective sixty (60) days after receipt of the notice by Franchisor. If Franchisee elects to repair the damage, Franchisee shall commence reconstruction within six (6) months after the date of the Casualty, shall expeditiously continue with such reconstruction on an uninterrupted basis and, subject to Franchisor's inspection and final approval, shall reopen the Motel for continuous business operations as soon as practicable, but in any event within eighteen (18) months after closing of the Motel, giving Franchisor four (4) weeks' advance notice of the date of reopening.

5.17. If, at any time during the Term, Franchisee is notified of a proposed taking of any portion of the Motel by condemnation, eminent domain, or similar proceeding, Franchisee must promptly notify Franchisor and provide a copy of the notice giving details of the proposed taking.

5.17.1. If, in Franchisor's business judgment, the proposed taking is significant enough to render the continued operation of the Motel in accordance with the Standards impractical, then this Agreement will terminate contemporaneously with the closure of the Motel, as follows:

a. So long as Franchisee remains in compliance with this Agreement until the date of closure of the Motel, and Franchisee timely signs a termination agreement, as and when requested by Franchisor, including a release of all claims against the Franchisor Parties, then Franchisee will not be required to pay liquidated damages under Section 15.7 of this Agreement.

b. If Franchisee delays giving notice to Franchisor of the proposed taking by more than fifteen (15) business days after Franchisee's receipt of the notice of the proposed taking, or Franchisee does not sign the termination agreement within the required time after Franchisor delivers the termination agreement to Franchisee, then Franchisee will be required to pay liquidated damages under Section 15.7 of this Agreement.

5.17.2. If, in Franchisor's business judgment, the taking does not require termination of this Agreement, Franchisee must make Renovation Plans, which Franchisor must approve, to modify the Motel after the proposed taking occurs as necessary to comply with the Standards. Franchisee must take all measures necessary to ensure that the resumption of normal operations at the Motel is not unreasonably delayed.

5.18. Franchisee may, at its option, terminate this Agreement only in accordance with all of the terms and conditions of this Section 5.18.

5.18.1. If (i) the Motel has achieved guest satisfaction scores that meet the Brand Standards; (ii) Franchisee has complied with the quality assurance program, and paid any quality non-compliance fee assessed, including participating in any required quality training; (iii) the number of guest complaints at the Motel has been and is then within then-current System averages; (iv) Franchisee has been and is in full compliance with its obligations under this Agreement (including, without limitation, Sections 5.15 and 18.4); (v) Franchisee has participated in all national and regional advertising campaigns; and (vi) the Motel's average room occupancy rate is at or below the levels specified below for any Measurement Period beginning in or after the twenty-fifth (25th) month from the Opening Date, then Franchisee may terminate this Franchise Agreement by (vi) giving the required written notice to Franchisor within the time period specified below after the close of the Applicable Measurement Period and (viii) tendering payment of any applicable liquidated damages:

a. On thirty (30) days' written notice and without payment of liquidated damages if the Motel's average monthly room occupancy rate has been at or below fifty percent (50%) for the monthly average during the Applicable Measurement Period; or

b. On one (1) year's written notice and without payment of the liquidated damages if the Motel's average monthly room occupancy rate has been less than sixty percent (60%) but more than fifty percent (50%) for the monthly average in during the Applicable Measurement Period; or

c. On thirty (30) days' written notice and payment of liquidated damages equal to Two Thousand Dollars ($2,000) per Authorized Guest Room if the Motel's average monthly room occupancy rate has been less than seventy percent (70%) but at least sixty percent (60%) for the monthly average during the Applicable Measurement Period.

5.18.2. On any termination by Franchisee pursuant to this Section 5.18, Franchisee shall comply with the post-termination obligations set forth in Section 15 below.

5.19. If Franchisee is in compliance with this Agreement, Franchisee or any Owner of at least a 33% ownership interest shall be eligible for selection to participate as a member of a franchise advisory council, in accordance with any advisory council by-laws, as then in effect.

6. DEVELOPMENT AND OPENING OF YOUR MOTEL

6.1. Within the earlier of (a) ninety (90) days after the Effective Date or (b) the Opening Date, Franchisee shall deliver to Franchisor satisfactory evidence that Franchisee has secured ownership, or the right to possession, of the Approved Location.

6.2. Franchisee shall retain a Certified Professional who shall prepare the necessary Construction Plans or Renovation Plans, as the context requires, for the Motel. Franchisee's selection of a Certified Professional is subject to Franchisor's approval. Franchisee acknowledges and agrees that Franchisor is not, and shall not be, liable for the performance of any Certified Professional retained by the Franchisee.

6.3. Franchisee shall submit its Construction Plans or Renovation Plans to Franchisor in accordance with the dates specified in Attachment 2 to this Agreement or any PIP.

6.4. Franchisee acknowledges and agrees that it may not commence any Development Work until Franchise has approved Franchisee's Construction Plans or Renovation Plans, as applicable. Franchisee acknowledges and agrees that:

6.4.1. Franchisor's approval of Franchisee's Construction Plans or Renovation Plans is not an assurance or guarantee that the Construction Plans or Renovation Plans satisfy all applicable Laws, and that Franchisee shall be solely responsible for compliance with all Laws.

6.4.2. Franchisor's review and approval of any of Franchisee's Renovation or Construction Plans or specifications for the Motel, or its approval of the site of the Motel, shall not be construed as any express or implied guaranty, warranty, or promise that the Motel will achieve any particular level of sales, revenue or occupancy rate.

6.4.3. Franchisor shall not be responsible for architecture or engineering, code, zoning, or other requirements or Laws, ordinances, or regulations of any state, local or federal governmental body, or for any errors, omissions, or discrepancies of any nature in any drawings or specifications used for the construction or renovation of the Motel. Franchisee's Certified Professional must certify to Franchisor that the Construction Plans or Renovation Plans satisfy all Laws.

6.4.4. Franchisee shall not reproduce, use or permit the use of any of the design concepts, drawings, or specifications of a Brand Motel without Franchisor's prior written approval.

6.4.5. Once the Construction Plans or Renovation Plans have been approved, Franchisee may not change or modify the applicable plan without the prior written consent of Franchisor.

6.5. Franchisee shall complete all Development Work in strict accordance with Franchisor's Standards and specifications, the Manuals, and any PIP. Franchisee shall bear the entire cost of the Development Work, including the cost of the Construction Plans or Renovation Plans, professional fees, licenses, permits, equipment, furniture, furnishings and supplies. Franchisee is solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Development Work, and for ensuring that all Development Work complies with the Standards, the Manuals, any PIP, and all applicable Laws.

6.6. Franchisee shall commence the Development Work on or before the applicable Commencement Date specified in Attachment 2 or any PIP attached as Attachment 7. Franchisee shall provide Franchisor with notice of the actual commencement of the Development Work within five (5) days thereafter. Once Development Work has commenced, Franchisee shall continue to construct or renovate the Motel until the Development Work is completed in strict accordance with the approved Construction Plans or Renovation Plans.

6.7. The Development Work shall be completed, and the Motel shall be furnished, equipped and otherwise made ready to open for business in strict accordance with this Agreement by the Completion Date specified in Attachment 2 to this Agreement or any PIP attached as Attachment 7, unless the Completion Date is extended by Franchisor. Any requests by Franchisee for an extension of the applicable Commencement Date or the Completion Date, whether because of an event of Force Majeure or otherwise, must be in writing, signed by Franchisee. Any extension of the applicable Commencement Date or Completion Date must be in writing, signed by Franchisor. If Franchisor grants extension, Franchisee will be required to pay Franchisor then current opening extension fee per 6-month extension, at Franchisor's sole discretion. No extension of the applicable Commencement Date or Completion Date, because of Force Majeure or any other cause, shall extend longer than one year from the originally specified date.

6.8. During construction, Franchisee shall, and shall cause its Certified Professionals and subcontractors to, cooperate fully with Franchisor for the purpose of permitting Franchisor or its Affiliates to inspect the Approved Location and the progress of the Development Work. Franchisee acknowledges and agrees that inspections by Franchisor or its Affiliates shall be for the purpose of assuring Franchisee's compliance with the Construction Plans or Renovation Plans and the Standards required by Franchisor, and shall not be, nor be construed as, assurances or approvals that the Development Work is in compliance with any Laws. Franchisee shall provide construction progress reports to Franchisor, in the form and manner, and at such times, that Franchisor may reasonably request.

6.9. Franchisee shall not open the Motel for business until it has obtained Franchisor's approval to do so. Franchisee shall satisfy all of the terms and conditions of this Agreement, and equip, supply, staff and otherwise make the Motel ready to open under Franchisor's Standards. As a result of Franchisee's efforts to comply with the terms and conditions of this Agreement, Franchisee will incur significant expense and expend substantial time and effort. Franchisee acknowledges and agrees that Franchisor shall have no liability or obligation to Franchisee for any losses, obligations, liabilities or expenses Franchisee incurs if Franchisor does not authorize the Motel to open or if Franchisor terminates this Agreement because Franchisee has not complied with the terms and conditions of this Agreement.

6.9.1. Franchisee acknowledges and agrees that opening the Motel without Franchisor's approval may result in lost future revenue and profits to Franchisor, harm to the goodwill associated with the System and the Proprietary Marks. Franchisor and Franchisee agree that such damages may be difficult to quantify or estimate. Therefore, in addition to any other monies owed under this Agreement, including but not limited to any liability for damages to the Proprietary Marks, Franchisee agrees to pay liquidated damages in an amount equal to $50 per Authorized Guest Room for each day the Motel is open for business without authorization to open as a Motel 6 Motel. Such liquidated damages are expressly considered by the parties to be a fee for unauthorized use of the Proprietary Marks and not a penalty and shall be in addition to any liquidated damages for early termination that may be assessed. Franchisee shall pay Franchisor the payment specified in this Section 6.9.1 no later than five (5) days after notice of such demand from Franchisor.

6.10. The Motel shall have the number of Authorized Guest Rooms specified in Attachment 2. Franchisee shall not increase or decrease the number of Authorized Guest Rooms in the Motel without the prior written consent of Franchisor. Franchisor may impose reasonable conditions on its consent to an increase or decrease in the number of Authorized Guest Rooms, including, without limitation, the following:

6.10.1. Franchisee shall demonstrate to Franchisor's sole satisfaction that the Motel, as altered, will continue to meet the then-current Standards; and

6.10.2. In the case of a proposed decrease in the number of Authorized Guest Rooms, Franchisee shall demonstrate to Franchisor's sole satisfaction that the number of Authorized Guest Rooms remaining after the decrease are sufficient to serve the Protected Territory.

6.11. Franchisee shall maintain the Motel in a condition consistent with the Standards and shall make such additions, alterations, repairs and replacements as may be required for that purpose, including, without limitation, periodic repainting and replacement of signs, equipment, furnishings and furniture in accordance with the Standards and Manuals.

6.12. At Franchisor's request, Franchisee shall make periodic renovations to the Motel including PIP Renovations and Cycle Renovations. Franchisee shall be responsible for all costs and expenses associated with any PIP Renovations or any Cycle Renovations. Franchisee shall pay any fees due to Franchisor in connection with PIP Renovations or Cycle Renovations. Franchisee understands that updates

or changes required by the Standards, such as the televisions and operating supplies and equipment, are not renovations subject to this Section 6.12 and Franchisee shall make such updates or changes at the Motel as required by Franchisor.

7. PROPRIETARY MARKS

7.1. With respect to the Proprietary Marks, Franchisor represents that:

7.1.1. One or more Affiliates of Franchisor is the owner of the Proprietary Marks in the United States of America. Franchisor has received a license from its Affiliate(s) to use, and to license others to use, the Proprietary Marks in the manner contemplated by this Agreement.

7.1.2. Franchisor or its Affiliate(s) will take all steps reasonably necessary to preserve and protect the ownership of and the validity of their interests in and to the Proprietary Marks.

7.2. Franchisee shall use the Proprietary Marks on and after the Opening Date. Franchisee further agrees that:

7.2.1. Franchisee shall use only the Proprietary Marks designated by Franchisor and shall use them only in the manner authorized by Franchisor.

7.2.2. Franchisee shall use the Proprietary Marks only for the operation of the Motel at the Approved Location.

7.2.3. Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor or its Affiliates.

7.2.4. Franchisee shall not use, own, register, apply, or otherwise take title to any Sites containing, in whole or in part, the Proprietary Marks or any abbreviation or variation thereof. Franchisee will immediately assign ownership of any Sites containing Franchisor's Proprietary Marks, in whole or in part, to Franchisor on request by Franchisor. Franchisee further agrees to immediate relief, under ADR, WIPO or any other forum including but not limited to injunctive relief in favor of Franchisor for violation of this Section 7.2.4. Franchisee agrees to reimburse Franchisor for any reasonably incurred legal fees and costs for violation of this Section 7.2.4. Franchisee hereby agrees that any and all Sites containing Franchisor's Proprietary Marks will inure to the benefit of Franchisor and will irrevocably assign and transfer to Franchisor all of Franchisee's right, title and interest in any such Sites containing the Proprietary Marks. Franchisee will immediately authorize and instruct the cancellation or transfer of any Sites or domain names to Franchisor in violation of this Section 7.2.4.

7.2.5. Franchisee shall not use the Proprietary Marks or any abbreviation or variation thereof in any legal or corporate name. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name, fictitious or assumed name registrations, and shall execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

7.2.6. Franchisee shall identify itself as the owner of the Motel and may use the Proprietary Marks in conjunction with the purchase of signage, stationery, invoices, order forms, receipts, business cards, and contracts, and for use at such conspicuous locations on the Motel premises as Franchisor may direct in writing.

7.3. Franchisee expressly understands and acknowledges that:

7.3.1. Franchisor or its Affiliate is the owner of all right, title and interest in and to the Proprietary Marks, the goodwill associated with and symbolized by them, and all photos, websites, and PPPs used on or in connection with Franchisor's or its Affiliate(s)' website, or otherwise. Franchisor has the exclusive right to use, and to license others to use, the Proprietary Marks in connection with the franchising, promotion, and development of the System. Franchisee is not acquiring any right, title or interest in the Proprietary Marks other than what has been licensed herein or as otherwise expressly permitted by Franchisor in writing.

7.3.2. The Proprietary Marks are valid and serve to identify the System and Motel 6 Motels.

7.3.3. During the Term and after expiration, Franchisee shall not directly or indirectly contest the validity of the Proprietary Marks, Franchisor's instructions to discontinue use of the Proprietary Marks, Franchisor's instructions to cancel or transfer any domain names or Sites containing the Proprietary Marks, the manner or use of the Proprietary Marks by Franchisor, Franchisor's (or Franchisor's Affiliates') ownership, right to use and right to license others to use the Proprietary Marks or the ownership of the Proprietary Marks by Franchisor's Affiliate.

7.3.4. Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership or other interest in or to the Proprietary Marks.

7.3.5. Any and all goodwill arising from Franchisee's use of the Proprietary Marks in the operation of its Motel under the System shall inure exclusively to the benefit of Franchisor and its Affiliate, and on expiration or termination of this Agreement, no monetary amount shall be attributed to any goodwill associated with Franchisee's use of the System or the Proprietary Marks.

7.4. Franchisor reserves the right, in its sole discretion, to substitute different trademarks or service marks for the Proprietary Marks for use in identifying the System and the facilities operating under the System. Franchisee agrees to comply promptly with any such substitution, at Franchisee's expense.

7.5. Franchisee shall promptly notify Franchisor of any unauthorized use of the Proprietary Marks or marks confusingly similar to the Proprietary Marks and any challenge to (i) the validity of the Proprietary Marks, (ii) the ownership of the Proprietary Marks by Franchisor's Affiliate, (iii) Franchisor's right to use and to license others to use the Proprietary Marks, or (iv) Franchisee's right to use the Proprietary Marks. Franchisee acknowledges that Franchisor and its Affiliate have the sole right to initiate, direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor and its Affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

7.6. Franchisor shall defend Franchisee against any third-party claim, suit or demand which alleges that Franchisee's use of the Proprietary Marks infringes the rights of such third party, provided that Franchisee has used the Proprietary Marks in accordance with this Agreement, the Standards, the Manuals and other instructions issued by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with the foregoing requirements, the cost of Franchisee's defense, including the cost of any judgment or settlement, shall be borne by Franchisor, and Franchisor shall be entitled to use its counsel of choice. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with such requirements, the cost of Franchisee's defense, including the cost of any judgment or settlement, shall be borne by Franchisee, and Franchisor shall be entitled to use its counsel of choice.

7.7. In the event of any litigation or administrative proceeding relating to the Proprietary Marks, Franchisee shall execute any and all documents and do all acts that may, in the opinion of Franchisor, be necessary or appropriate to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs for such acts.

8. CONFIDENTIAL MANUALS

8.1. Franchisee shall at all times treat the Manuals and the information contained therein as Confidential Information and shall use all reasonable efforts to maintain the confidentiality thereof, in accordance with Section 9.1 of this Agreement.

8.2. The Manuals shall remain at all times the sole property of Franchisor or its Affiliates and any hard copies shall be kept in a secure place at the Motel. Franchisee shall keep access to electronic copies of the Manuals secure.

8.3. Franchisor may periodically revise the contents of the Manuals, and Franchisee shall comply promptly with each new or changed Standard. Franchisee shall ensure that any copy of the Manuals in Franchisee's possession is kept current and up-to-date. In the event of any dispute as to the content of the Manuals, the terms of the master copies of the Manuals maintained by Franchisor at Franchisor's home office shall control.

9. CONFIDENTIAL INFORMATION

9.1. Franchisee specifically acknowledges that, pursuant to this Agreement, it will receive valuable Confidential Information. Franchisee shall not, during the Term or thereafter, misuse, communicate, divulge, disclose to any third party, or use for the benefit of any other person any Confidential Information, knowledge or know-how concerning Franchisor, the System, or the operation of the Motel, which may be communicated to Franchisee or its Owners, or of which Franchisee or its Owners may be apprised, by virtue of Franchisee's operation under the terms of this Agreement. Further, after the termination or expiration of this Agreement, Franchisee shall not use the Confidential Information for its own benefit and shall surrender all Confidential Information to Franchisor. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part. Franchisee may only divulge such Confidential Information to its employees, contractors, architects, lenders, investors, agents or others who must have access to the Confidential Information in connection with the performance of this Agreement or the operation of the Motel and who have executed covenants satisfactory to Franchisor to maintain the confidentiality thereof, copies of which shall be submitted to Franchisor at Franchisor's request. Franchisee must take reasonable steps to ensure that any former employees or any others who were granted access to the Confidential Information are unable to remove or access the Confidential Information after ceasing to be associated with Franchisee.

9.2. Franchisee agrees that the existence of any claims it may have against Franchisor or Franchisor's Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 9. Franchisee further acknowledges that any violation of the terms of this Section 9 would result in irreparable injury to Franchisor or its Affiliates for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by them in violation of the terms of this Section 9. Franchisee agrees to pay all costs and expenses (including reasonable legal fees and court costs) incurred by Franchisor or its Affiliates in connection with the enforcement of this Section 9, including all costs and expenses for obtaining specific performance, or an injunction against any violation, of the requirements of Section 9.

9.3. Franchisee shall obtain covenants similar in substance to those in this Section 9, in a form acceptable to Franchisor, from any of its Owners, from such of Franchisee's officers, and any other individual who has access to Confidential Information.

9.4. Without limiting the foregoing, Franchisee acknowledges and agrees that it may only use the Confidential Information in connection with the operation of the Motel.

9.5. The covenants in this Section shall survive the termination, expiration or Transfer of this Agreement.

10. ACCOUNTING AND RECORDS

10.1. Franchisee shall maintain and preserve, for at least five (5) years from the date of their preparation, complete and accurate books, records, and accounts showing the results of operation of the Motel, in the form and manner prescribed by Franchisor in the Manuals or otherwise in writing.

10.2. Franchisee shall, at Franchisee's expense, install and maintain such equipment, including Computer System and Software, make such arrangements and follow such procedures as Franchisor may require in the Manuals or otherwise in writing, to permit Franchisor to access each night during the Term, from Franchisee's Computer System, the Reports. If the Reports are not furnished to Franchisor by Franchisee's Computer System, Franchisee shall submit such Reports to Franchisor, together with all required monthly payments, by the Due Date as required by Section 4 of this Agreement.

10.3. Franchisee shall, on Franchisor's request and at Franchisee's expense, submit to Franchisor: (a) sales and/or occupancy tax returns within thirty (30) days of the filing of any such return and (b) within ninety (90) days following the end of each fiscal year in the form prescribed by Franchisor: (i) an annual income statement for such fiscal year and (ii) a balance sheet as of the end of such fiscal year. If any statement is audited, a copy of the audited statement, together with the auditor's report, shall be furnished. Each statement shall be signed by an authorized representative of Franchisee attesting that it is true and correct.

10.4. Franchisee shall submit to Franchisor, for review and/or auditing, such other forms, periodic and other reports, records, information, and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, on request and as specified in the Manuals or otherwise in writing. All such reports and information received by Franchisor pursuant to this Agreement shall be the property of Franchisor, and Franchisor and its Affiliates shall have the right to use such information in its reasonable discretion.

10.5. Franchisor or its designated agents shall have the right at any time to examine and copy, at Franchisor's expense, all books, records, and tax returns of Franchisee related to the Motel and, at Franchisor's option, to have an independent audit made. Such books, records, and tax returns shall be made available to Franchisor or, at Franchisor's sole discretion, to its agents, at the Approved Location or other Franchisor designated location. If an inspection or audit reveals that Franchisee has failed to pay Franchisor or its Affiliates any sums payable under this Agreement, then Franchisee shall immediately pay Franchisor or its Affiliates the amount of such deficiency, any late fees, and interest from the date such amount was due until paid, as provided in Section 4.10. If an inspection discloses an underpayment to Franchisor or its Affiliates of five percent (5%) or more of the total amount that should have been paid to Franchisor, Franchisee shall, in addition to payment of such deficiency, with late fees and interest, reimburse Franchisor or its Affiliates for all costs and expenses incurred in connection with the inspection or audit, including, without limitation, reasonable accounting and legal fees. If all books, records and tax returns of Franchisee related to the Motel are not made available to Franchisor at audit, the audit is deemed "Unacceptable", and Franchisee must reimburse Franchisor the attempted audit-related costs Franchisor incurred. If Franchisee

receives either a "Needs Improvement" or "Unacceptable" rating on an audit, Franchisor may re-inspect the books and Franchisee shall bear the re-inspection costs as provided in Section 5.10. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

11. MARKETING PROGRAM AND OTHER ADVERTISING AND MARKETING; RESERVATION SYSTEM

11.1. Franchisor and its Affiliates shall utilize the Program Fee described in Section 4.6, for such programs and activities as Franchisor and its Affiliates determine, in their sole discretion, to be appropriate for developing, enhancing, supporting and administering the Marketing Program and for System Support and Enhancement.

11.1.1. Franchisor may use the Program Fee for direct and indirect administration costs and overhead that Franchisor or its Affiliates incur in directing and administering the Marketing Program and for System Support and Enhancement, including reasonable costs of collecting and accounting for the Program Fee. Franchisor will not use the Program Fee for operating Motels owned and/or operated by its Affiliates, or for the offer and sale of franchises for Motels.

11.1.2. All Program Fees paid by Franchisee, plus any interest or other income in respect thereof, may be held or maintained in one or more accounts in financial institutions, any of which may include funds other than Program Fees. A report of the receipts and expenditures of the Marketing Program shall be made available to Franchisee on request. Franchisor shall not be required to audit such report.

11.1.3. Franchisee agrees and acknowledges that the Marketing Program is intended to maximize public recognition, acceptance, and use of the System and of Franchisor's Brands, and that neither Franchisor nor its Affiliates undertake any obligation in administering the Program Fee to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's Program Fee or to ensure that any particular franchisee or Motel benefits directly or pro rata from expenditures of the Program Fee.

11.1.4. In addition to the Program Fee, Franchisee shall pay the following: (i) all of Franchisee's expenditures for in-room and other advertising material, local billboard advertising, property photography package, PPPs and other Motel-specific advertising and promotions; and (ii) certain special promotion support materials, such as the in-room acrylic holders for promotional materials, point-of-sale or other such materials used to promote the System.

11.2. Franchisor or its Affiliates may enter arrangements with third parties for the development or provision of services and/or personnel to support the Marketing Program, and may use any facilities, programs, services or personnel of Franchisor's parent, subsidiaries, divisions or Affiliates to support the Marketing Program and deliver System Support and Enhancement.

11.3. Recognizing the value of advertising and the importance of the standardized advertising programs to the furtherance of the goodwill and brand image of the System, Franchisee agrees that all advertising by Franchisee shall be conducted at Franchisee's expense in a dignified manner and shall: (i) comply with applicable privacy laws, rules, and regulations; and (ii) conform to such Standards and requirements as Franchisor may periodically specify in the Manuals or otherwise in writing. At least fifteen (15) business days before the date on which Franchisee intends to print or record the materials, Franchisee shall submit to Franchisor for review and approval, samples of all proposed advertising and promotional materials for the Motel. Franchisor reserves the right to disapprove such materials on written notice to Franchisee. Franchisor may revoke its approval of any advertising and promotional materials that were previously approved, on 30 days' prior written notice. Franchisee shall immediately discontinue use of any such materials on receipt of written notice that Franchisor's approval has been revoked.

11.3.1. In no event shall Franchisee advertise, promote, post or list information relating to the Motel on the Internet through the creation or use of a Site or otherwise, except in accordance with this Section 11.3 or as expressly permitted by Franchisor. Franchisee's failure to comply with the requirements of this Section 11.3.1 may result in Franchisor requiring Franchisee to pay Franchisor's then-current website non-compliance fee.

11.3.2. Franchisee acknowledges and agrees that Franchisor shall be the sole owner of any Sites created or used by Franchisee pursuant to this Section 11.3, including, without limitation, all Motel-specific advertising, photographs, listings, and promotions.

11.3.3. Franchisor has established, or may establish, and maintain a website on the Internet that provides information about Franchisor and its franchise systems, including the System and the accommodations and services that Motels provide. Franchisor will have sole discretion and control over the website (including timing, design, contents, and continuation). Franchisor may use part of the Program Fee to pay or reimburse the costs associated with the development, maintenance, and update of the website. Except for amounts that Franchisor may spend to develop and maintain the Internet website, which includes advertising and marketing for the System and advertising for the sale of franchises, Franchisor does not spend any of the Program Fee on the offer or sale of franchises.

11.3.4. Franchisor may (but is not required to) include at the website a PPP containing information about Franchisee's Motel. If Franchisor includes such information on the website, Franchisor may require Franchisee to prepare all or a portion of the PPP, at Franchisee's expense, using a template that Franchisor provides and to pay a fee to Franchisor or its Affiliate to host the PPP. All information on the PPP will be subject to Franchisor's approval before posting.

11.3.5. Franchisor has an Extranet through which Franchisor and Franchisee can communicate by e-mail or similar electronic means. Franchisee agrees to use the facilities of the Extranet in strict compliance with the Standards, protocols, and restrictions that Franchisor includes in the Manuals, including, without limitation, Standards, protocols and restrictions relating to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

11.3.6. Franchisor may, at any time and in its sole discretion, offer additional and/or specialized marketing assistance to any other franchisee operating under the System, without any obligation to offer Franchisee any similar assistance.

11.4. The Reservation Fee described in Section 4.7 shall be spent or retained as Franchisor or its Affiliates, in their sole discretion, determine to be necessary or appropriate for, among other things, the development and operation of the Reservation System, which may be used for a variety of purposes for all motel brands that we or our Affiliates own and/or operate and for which we grant franchises. Such purposes may include processing reservation requests, transmitting reservation confirmations, providing reservations-related marketing for the development of new guests, repeat visits by guests, and development of the systems, and services designed for such purposes. The Reservation Fee may also be spent for any and all costs associated with developing, preparing and administering reservation services, such as the Computer System and Software, phone lines and phone operations.

12. INSURANCE

12.1. Before the commencement of any activities under this Agreement, Franchisee shall procure, and shall maintain in full force and effect at all times during the Term, at Franchisee's sole expense, an insurance policy or policies of the types, and in the amounts, specified in Attachment 5, protecting Franchisee, Franchisor and the Franchisor Parties, against any demand, claim, loss, liability or expense

arising out of or occurring upon or in connection with the establishment and operation of the Motel. Franchisee must ensure that such policies name Franchisor and the Franchisor Parties as additional insureds.

12.2. Franchisor may, during the Term, at its sole option, require that the minimum limits and types of insurance coverage described in Attachment 5 be reasonably increased or changed in any manner through the Standards in the Manual or otherwise in writing. Franchisee shall comply with such requirements, at Franchisee's sole cost and expense, and shall deliver evidence of such compliance to Franchisor within thirty (30) days of its receipt of written demand by or on behalf of Franchisor for any such increase or change in said insurance.

12.3. Franchisee's obligation to obtain and maintain the policy or policies described in Attachment 5 and the Manuals shall not be limited in any way by reason of any insurance which may be maintained by Franchisor or its Affiliates, nor shall Franchisee's performance of that obligation limit or relieve Franchisee of or from liability under the indemnity provisions in Section 18 of this Agreement, nor is Franchisee's liability limited to the amount of insurance coverage. Nothing contained herein shall be deemed to be a representation by Franchisor that the required insurance coverages will insure Franchisee in part or in whole against any or all insurable risk arising from or in connection with the establishment or operation of the Motel.

12.4. Franchisee shall promptly register its certificates of insurance evidencing the proper coverage with the service designated by Franchisor in the Manual or otherwise in writing. On each policy renewal date, and each time a change is made in any insurance or insurance carrier during the Term, Franchisee shall promptly register its new certificate of insurance.

12.5. If Franchisee, for any reason, fails to procure or maintain the required insurance, Franchisor and its Affiliates have the right but not the obligation to procure the required insurance, and to charge to Franchisee all associated costs and expenses, plus an administrative fee. If Franchisee fails to procure or maintain insurance or fails to name the Franchisor Parties as additional insureds as required by this Agreement, such failure will constitute a material breach of this Agreement, whether Franchisor elects to procures insurance as allowed by this Section 12.5.

12.6. Franchisor shall have the right to review Franchisee's insurance policies, including all endorsements, at Franchisor's sole discretion. Franchisee agrees to produce copies of such policies in full within five (5) business days after Franchisor's written request.

13. TRANSFER OF INTEREST

13.1. Franchisee shall own or control the Motel throughout the Term. Franchisee represents that the Owners named in Attachment 3 to this Agreement have the legal and/or beneficial interests set forth in Attachment 3. On Franchisor's request, Franchisee shall furnish Franchisor with a current list of all Owners and their mailing addresses.

13.2. Franchisee's governing documents shall provide that no Transfer of any interest in Franchisee may be made except in accordance with this Section 13, and any certificate issued by Franchisee evidencing such interests shall bear a conspicuous printed legend to that effect. On Franchisor's request, Franchisee shall furnish to Franchisor copies of its governing documents and any other documents Franchisor may reasonably request. No change affecting the power to direct and Control the affairs of Franchisee shall be made in Franchisee's governing documents, nor shall Franchisee or the Owners enter into any shareholders' agreement, management agreement, voting trust or other arrangement affecting the power to direct and Control the affairs of Franchisee, without Franchisor's prior written consent.

13.3. Without Franchisor's prior written consent, Franchisee may not assign or delegate any right or obligation of Franchisee under this Agreement, nor may Franchisee or any Owner Transfer any direct or indirect interest in Franchisee, this Agreement, the Motel, or substantially all the assets of the Motel. Any such Transfer shall follow the procedure and be on the conditions provided in Sections 13.4, 13.5, 13.6 and 13.7 below, provided however, that the Transfers described in Section 13.3.1, 13.3.2 and 13.3.3 are permitted under the stated terms and conditions. Any other Transfer or attempted Transfer in violation of this Section 13 shall be a material default of this Agreement:

13.3.1. At any time during the Term, Franchisee, or the Owners of Franchisee collectively, may Transfer less than a total of 20% of ownership in Franchisee, in one or a series of transactions, without prior written consent of Franchisor or payment of a fee, so long as any transferee under this provision meets the criteria in Section 13.5.3. The Transfer shall become effective on (i) written notice to Franchisor, (ii) execution by any new Owner of a guarantee in the form found in Attachment 6, Guarantee, Indemnification and Acknowledgment, and (iii) revision of Attachment 3 as a Post-Effective Amendment. Such a Transfer will not relieve a prior Owner of its Indemnification obligations or any other financial or other obligations under this Agreement that have accrued before the Transfer or which by their terms survive the Transfer. Additionally, the prior Owner shall continue to be obligated for such obligations accruing after the Transfer, unless the new Owner accepts responsibility for those obligations in writing.

13.3.2. During the first six (6) months of the Term, Franchisee, or the Owners of Franchisee collectively, may make one Transfer to an entity owned by the Owners in the same proportions as set forth in this Agreement, without prior written consent of Franchisor or payment of a fee, so long as the entity provides any organization document Franchisor may require. The Transfer shall become effective by (i) assigning this Agreement to the entity in a form of assignment and assumption agreement acceptable to Franchisor; and (ii) execution of Guarantees by Owners in the form found in Attachment 6, Guarantee, Indemnification and Acknowledgment.

13.3.3. At any time during the Term, an Owner that owns a majority interest in Franchisee may acquire the interest of one or more minority owners without prior written consent of Franchisor, effective on (i) written notice to Franchisor, (ii) payment of $2,500 as a transfer fee, and (iii) revision of Attachment 3 as a Post-Effective Amendment. Such a Transfer will not relieve a prior Owner of its Indemnification obligations or any other financial or other obligations under this Agreement that have accrued before the Transfer or which by their terms survive the Transfer.

13.4. If Franchisor, in its sole discretion, permits an assignment of this Agreement to a transferee, including any assignment pursuant to Section 13.3.2., Franchisee and the assignee must enter into a contemporaneous written agreement, in a form satisfactory to Franchisor, transferring the Motel and all of the assets of the Motel, or such lesser interests as agreed by the parties, to the transferee.

13.5. Except as provided in Section 13.3 and its subparts, Franchisee must give Franchisor at least sixty (60) days prior written notice of any proposed Transfer. On Franchisor's request, Franchisee shall provide such additional information and documentation relating to the proposed Transfer as Franchisor may reasonably require. Franchisor may withhold its consent to a proposed Transfer on any reasonable grounds and will not consent to any Transfer that could result in the Motel ceasing to operate under the Brand or otherwise leaving the System. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval of a proposed Transfer, all of which must be satisfied on or before Closing. Any other Transfer or attempted Transfer in violation of this Section 13 shall be a material default of this Agreement:

13.5.1. All of Franchisee's accrued monetary obligations to Franchisor and its Affiliates have been satisfied, including all amounts due to Franchisor through the date of Closing. Franchisor may invoice these amounts to Franchisee after Closing, or Franchisor may estimate the amounts due to

Franchisor through Closing, which Franchisee and transferee must then agree to escrow, to be disbursed to Franchisor at Closing, to fulfill this obligation. If Franchisor's estimate of the amounts due exceeds the amount owed to Franchisor, then Franchisor will refund the difference to Franchisee within thirty (30) days after Closing.

13.5.2. Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor or its Affiliates.

13.5.3. Transferee must complete Franchisor's then current Application, and submit payment of Franchisor's then-current Application Fee, and must demonstrate to Franchisor's satisfaction that Transferee and its owners possess good moral character, business reputation and credit rating and, in a Transfer of controlling interest in Franchisee, have the aptitude and ability to operate the Motel in accordance with the Standards required by Franchisor (as may be evidenced by prior related business experience or otherwise); have adequate financial resources and capital to operate the Motel; and, in the case of a transferee which is already a franchisee under the System, be in compliance with its Agreement(s) and have a record of guest service and Standards compliance each of which is satisfactory to Franchisor.

13.5.4. Transferee must execute Franchisor's then-current form of franchise agreement (in which the fees will conform to the standard amounts then being paid as of the date of the Transfer) covering the balance of the Term (or such longer term as Franchisor, in its sole discretion may grant), and such other ancillary agreements as Franchisor may require, all of which shall supersede this Agreement in all respects, and pay to Franchisor its then-current Franchise Fee applicable to Transfers.

13.5.5. If Transferee is a legal entity, such Principal Owners of the transferee as Franchisor may request, shall execute a guarantee of the transferee's performance of its obligations under the franchise agreement in the form found in Attachment 6, Guarantee, Indemnification and Acknowledgment.

13.5.6. Franchisee and all Owners execute a general release, in a form satisfactory to Franchisor.

13.5.7. Franchisee remains liable for all its obligations to Franchisor which arose before the effective date of the Transfer and executes any and all instruments reasonably requested by Franchisor to evidence such liability.

13.5.8. Transferee's General Manager, Owners, and Motel staff complete any training programs then in effect in connection with the Transfer, at transferee's expense, and pay all applicable fees as specified by Franchisor.

13.5.9. Transferee (or Franchisee) must pay Franchisor's then-current PIP Fee, agree to a PIP to be attached to the franchise agreement to conform to the then-current Standards and specifications for Motels operating under the System, and thereafter shall, at transferee's expense, upgrade the Motel and applicable systems, including the Computer System, and complete the upgrading and other requirements within a reasonable time specified by Franchisor as outlined in the PIP.

13.6. If Franchisee or any Owner dies, becomes Incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to Franchisor in writing within thirty (30) days after the event (death, declaration of Incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest, and complete the Transfer within twelve (12) months after the date of death or appointment of a personal representative or trustee. The Transfer will be subject to the provisions of this Section 13, as applicable; however, Franchisee will not be required to pay a Franchise Fee. If the deceased or Incapacitated person is a Principal Owner, Franchisor will have the right (but no obligation) to take over operation of the Motel on giving notice to the executor, administrator, personal

representative, or trustee and to manage the Motel until the Transfer is completed. If Franchisor exercises this right, Franchisor may charge a reasonable management fee for its services. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Transfer set forth in Section 13.5, the executor may Transfer the decedent's interest to another successor that Franchisor has approved, subject to all of the terms and conditions for Transfers contained in this Agreement.

13.7. If Franchisee wishes to Transfer the Motel pursuant to a *bona fide* offer received from a third party, Franchisee shall provide notice and a copy of the terms of such offer to Franchisor within ten (10) days, and thereafter provide such additional information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after its receipt of transferor's notice and copies of all documentation requested by Franchisor, to send written notice to the transferor that Franchisor intends to purchase the transferor's interest on the same terms and conditions offered by the third party.

13.7.1. If Franchisor elects to purchase the transferor's interest, closing on such purchase must occur within the later of ninety (90) days from the date of Franchisor's Notice, ninety (90) days after the date Franchisor receives and obtains all necessary permits and approvals, or such other date as the parties may agree upon in writing. Any subsequent material change in the terms of any offer before closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase transferor's interest for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash portion of the offer, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be the exercise price. After determination of the exercise price by the appraisers, Franchisor may elect to exercise its right of first refusal at that price or not. In the event of an appraisal, each party shall bear its own legal and other costs and shall bear the appraisal fees equally. If Franchisor exercises its right of first refusal, it shall have the right to set off against any payment due the transferor (i) all fees for any independent appraiser due from the transferor, and (ii) all amounts due Franchisor and its Affiliates from Franchisee, Franchisee's Owners, and any of Franchisee's Affiliates. Franchisor may assign its rights under this Section 13.7 to an Affiliate or a third party.

13.7.2. If Franchisor elects not to exercise its option to purchase or fails to send notice to Franchisee regarding Franchisor's intentions within the required time: (a) Franchisor's right to purchase the franchise terminates when the property is sold under the noticed offer at a price equal to or greater than the price offered to Franchisor; (b) if the property is not sold under the noticed offer, any future proposed Transfer remains subject to the provisions of Sections 13.3, 13.4, 13.5 and 13.7; (c) it shall not constitute a waiver of any other provision of this Agreement; and (d) for avoidance of doubt, any Transfer that could result in the Motel ceasing to operate under the Brand or otherwise leaving the System is unauthorized and a default under this Agreement.

13.8. Securities in Franchisee may be offered to the public only in compliance with provision. All materials required by federal or state law to be filed in connection with the offer or sale of any interest in Franchisee shall be submitted to Franchisor for review before filing with any governmental agency and any materials to be used in any offering of interests exempt from filing shall be submitted to Franchisor for review before their use. Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor. No Franchisee offering shall imply, by use of the Proprietary Marks or otherwise, that Franchisor is participating as an underwriter, issuer or offeror of Franchisee's or Franchisor's securities. Franchisee and other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall pay to Franchisor the Franchisor's then-current non-refundable offering fee or such greater amount as is necessary

to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees.

13.9. Franchisor's consent to a Transfer shall not constitute a waiver of any claims it may have against the transferring party or Franchisee, nor shall it be deemed a waiver or release of Franchisor's right to demand exact compliance with any of the terms of this Agreement.

13.10. At Franchisor's request, Franchisee shall obtain covenants similar in substance to those in this Section 13, in a form specified by Franchisor, from its Owners agreeing not to engage in a Transfer except in accordance with the terms and conditions of this Agreement; provided, that this provision shall not apply to Owners that are required to comply with the reporting requirements under Section 13 or Section 15 of the Securities Exchange Act of 1934.

13.11. Franchisor may transfer or assign this Agreement or any part of its rights or obligations under this Agreement to any person or entity, provided that the transferee is an entity to which Franchisor transfers all or substantially all of the franchise agreements for Brand Motels and the transferee or assignee accepts the transfer or assignment. Franchisee agrees that Franchisor shall have no liability after the effective date of such transfer or assignment for the performance of any obligations under this Agreement.

14. DEFAULT AND TERMINATION

14.1. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee: if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against, and consented to by, Franchisee; if Franchisee is adjudicated as bankrupt; if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law is instituted by or against Franchisee; if Franchisee is dissolved; if execution is levied against the Motel or any part or asset of the Motel, or suit to foreclose any lien or mortgage against the Motel or any part or asset of the Motel is instituted against Franchisee and not dismissed within ninety (90) days; or if the Motel or any part or asset of the Motel is sold after levy.

14.2. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately on receipt of such notice by Franchisee, on the occurrence of any of the following:

14.2.1. If Franchisee ceases to do business at the Approved Location or ceases to operate the Motel under the Proprietary Marks and System, or loses the right to possession of the Motel, or otherwise forfeits the right to operate the Motel at the Approved Location; provided, that if the cessation of business or loss of possession of the Motel results from a Casualty, then the provisions of Section 5.16 of this Agreement shall apply; and provided further that if the cessation of business or loss of possession of the Motel results from a taking by condemnation, eminent domain, or similar proceeding, then the provisions of Section 5.17 of this Agreement shall apply.

14.2.2. If the construction, renovation, maintenance or operation of the Motel, presents a threat or danger to public health or safety and an immediate shutdown of the Motel is either required by regulatory or governmental authority or reasonably determined by Franchisor to be essential to avoid substantial liability or loss of goodwill, or if Franchisee receives two (2) or more notices from local governmental authorities (included but not limited to notices involving safety and security issues) within

any consecutive twelve (12) month period and fails to implement appropriate measures reasonable satisfactory to Franchisor.

14.2.3. If Franchisee, any Owner or any entity controlled by any Owner is convicted of a felony or any other crime of dishonesty or moral turpitude, or if Franchisee, any Owner or any entity controlled by any Owner acts, or operates the Motel or any other business, in any manner that is reasonably likely, in the sole opinion of Franchisor, to adversely affect the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's or its Affiliate's interests therein.

14.2.4. If Franchisee or any Owner Transfers or purports to Transfer any rights or obligations in violation of Section 13.

14.2.5. If Franchisee or any Owner fails to comply with the covenants set forth in Section 9 of this Agreement, or if Franchisee fails to exercise reasonable care to prevent disclosure of Franchisor's Confidential Information.

14.2.6. If Franchisee or any Owner makes any materially false statements or omissions, negligently or otherwise, in connection with Franchisee's Application for the franchise, the execution of this Agreement, or in connection with any information submitted to Franchisor.

14.2.7. If Franchisee or any Owner misuses or participates in any unauthorized use of the Proprietary Marks or otherwise adversely impacts the goodwill associated therewith or Franchisor's or its Affiliate's rights therein, including, without limitation, any use of the Proprietary Marks before receiving Franchisor's written authorization to open the Motel as a Brand Motel.

14.2.8. If Franchisee commits a default under Section 14.3 and 14.4 more than three times, whether the same or different defaults, and whether such defaults are cured after notice.

14.2.9. If Franchisee opens the Motel before receiving Franchisor's written authorization to do so.

14.2.10. If Franchisee fails to pay a financial obligation owed to any lender that has provided financing under an arrangement with Franchisor or any approved vendors and suppliers (which may include Franchisor and its Affiliates) within five (5) days of the date on which we provide notice of delinquency (or such longer period as applicable law may require).

14.3. If Franchisee or its Affiliates is in default in the payment of any monies owed to Franchisor when such monies become due and payable and Franchisee fails to pay such monies within five (5) days after receiving written notice of default (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to Franchisee effective immediately on the expiration of the five (5) day period or such longer period as applicable law may require.

14.4. Except as provided in Sections 14.1, 14.2, and 14.3 of this Agreement, if Franchisee fails to maintain or observe any of the Standards prescribed by Franchisor in this Agreement, the Manuals, or otherwise in writing, Franchisor may terminate this Agreement by giving Franchisee written notice of termination stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof of the cure to Franchisor, all within the thirty (30) day period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to Franchisor effective immediately on the expiration of the thirty (30) day period or such longer period as applicable law may require. Franchisor may, but is not obligated to, provide Franchisee an opportunity, at

the expiration of the original cure period, to avoid immediate termination through Franchisee's agreement to engage an approved management company, who must manage the Motel and correct the operational deficiencies to cure Franchisee's default to Franchisor's satisfaction.

14.5. If Franchisee commits any default of this Agreement (including, without limitation, any failure to comply with the Standards in the Manuals or otherwise in writing), Franchisor may immediately, in its sole discretion, in lieu of, or as a preliminary action before terminating this Agreement: (i) cease accepting reservations from guests for lodging at the Motel through the Reservation System or otherwise (provided, that Franchisor shall preserve, and Franchisee shall honor, all reservations received before the date reservations cease to be accepted); (ii) suspend Franchisee's access to the Computer System; (iii) refuse to provide operational or procurement support; and/or (iv) refuse to list the Motel online; until the default is cured. During any period in which some or all of the services listed above are suspended, Franchisee shall nevertheless comply with all of its obligations under this Agreement, including, without limitation, the obligation to pay Royalty Fees and Program Fees.

14.5.1. Franchisor may, in its sole discretion, due to Franchisee's default, immediately rescind any negotiated fee concessions that were granted to Franchisee, effective on written notice from Franchisor to Franchisee. If Franchisor rescinds any negotiated fee concession, those negotiated fee concessions may only be reinstated if Franchisee: (a) cures the default to Franchisor's satisfaction, (b) remains in compliance with the Agreement for a period of twelve (12) consecutive months after the default is cured; and (c) requests, in writing, that Franchisor reinstate the rescinded fee concessions, which request Franchisor may grant or withhold in its sole discretion.

14.5.2. For the avoidance of doubt, any rights to a protected area granted to Franchisee pursuant to Section 1.2 of this Agreement and described on Attachment 2, may be rescinded due to Franchisee's default, effective immediately on written notice from Franchisor to Franchisee, without any obligation on the part of Franchisor to reinstate the rescinded protection even if the default is cured.

14.6. On termination of this Agreement, Franchisee shall comply with the post-termination obligations set forth in Section 15 below.

15. OBLIGATIONS ON TERMINATION

On termination or expiration of this Agreement:

15.1. Franchisee shall immediately cease to operate the Motel under the System, Software and Manuals and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former Brand franchisee.

15.2. Franchisee shall immediately and permanently cease to use, by advertising or in any other manner whatsoever, any Proprietary Marks or identifying characteristics of the System, and all Confidential Information, methods, procedures and techniques associated with the System including, but not limited to, the Software. Franchisee shall remove and discontinue using for any purpose, all signs, fixtures, websites, furniture, furnishings, equipment, Software, Sites, PPPs, advertising, materials, stationery, supplies, forms or other articles, which display the Proprietary Marks. Nothing in this Agreement shall allow Franchisee to sell or Transfer any of the foregoing without obliterating any Proprietary Marks or distinctive features of the System, unless transferred to Franchisor, its Affiliates, or another Brand Motel. Any signs bearing the Proprietary Marks which Franchisee is unable to remove within one (1) day after expiration or termination of this Agreement shall be completely covered by Franchisee until the time of their removal, which shall be within ten (10) days following the expiration or termination of this Agreement. Franchisee agrees that all signs that are not timely removed pursuant to this Section may be removed by Franchisor, and all legal and other costs related to such removal shall be borne by Franchisee.

15.3. Franchisee shall, at its expense, immediately make such modifications or alterations as may be necessary to distinguish the Motel so clearly from its former appearance and from other Brand Motels as to prevent any possibility of confusion therewith by the public, and shall do all things necessary to prevent the operation of any business at the Approved Location (by Franchisee or others) in derogation of this Section 15.3 including, without limitation, removal of all distinctive physical and structural features identifying the Brand or the System, removal of all distinctive signs and emblems, and removal or alteration of any design or decor features that Franchisor, in its sole discretion, determines to be indicative of Brand Motels, including, without limitation, the exterior and interior color schemes.

15.3.1. Without limiting the foregoing, (a) the following distinctive features or devices associated with the System shall be painted colors other than the then-current colors used by Brand Motels: sign cans for all signs, sign poles for all signs, porte cochere, doors, railings and any other System features or Proprietary Marks; and (b) the following distinctive features or devices associated with the System shall be completely removed from the Approved Location: logo sign faces, non-logo signs in Brand colors and font, Brand posters, Brand drapes, Brand bedspreads, phone face plates, signage on the back of guest doors, pool signage, Brand theft disclaimer signage, Brand welcome awning, Brand lobby clock, any other item, feature or fixture with Proprietary Marks, and any other item as listed in the Manuals. Further, Franchisee will make such modifications or alterations to the Approved Location, as may be necessary or as requested by Franchisor to prevent the operation of any business in the Approved Location that might be deemed substantially or confusingly similar to that of Franchisor or any other Franchisor's franchisees, and cease using any trade dress, designation of origin, description, or representation that falsely suggests or represents an association or connection with Franchisor. [DELETE THE FOLLOWING FOR STUDIO 6: Such modification or alterations shall include, but not be limited to, the removal, obliteration, cover up or modification, as directed by Franchisor, of the number "6" etched into the side of the property and the "blue" room and "orange" room.

15.3.2. Until all modifications and alterations required by this Section 15.3 are completed, Franchisee shall (i) maintain a conspicuous sign at the registration desk in a form specified by Franchisor stating that the Motel is no longer associated with the System, and (ii) advise all guests or prospective guests who telephone the Motel that it is no longer associated with the System.

15.3.3. If Franchisee fails to initiate immediately and timely complete the alterations described herein, as and when required by this Section 15.3, Franchisee acknowledges and agrees that Franchisor or its designated agents may enter the premises of the Motel and adjacent areas at any time and make such alterations, at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to the property of Franchisee or others, and without liability for trespass or other tort or criminal act. Franchisee expressly acknowledges that its failure to make such alterations, timely and completely, will cause irreparable injury to Franchisor.

15.3.4. If Franchisee fails or refuses to comply with the requirements of this Section 15.3, Franchisor shall have the right to enter upon the property, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at the expense of Franchisee, including reasonable legal fees incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive relief, damages, or other relief for the enforcement of any provision of this Section 15.3.

15.3.5. Franchisee acknowledges and agrees that its failure to timely comply with the de-identification requirements contain in this Section 15.3 may result in lost future revenue and profits to Franchisor, harm to the goodwill associated with the System and the Proprietary Marks. Franchisor and Franchisee agree that such damages may be difficult to quantify or estimate. Therefore, in addition to any other monies owed hereunder, including but not limited to any liability for damages to the Proprietary Marks, but in lieu of the payment of damages as a result of or related to as a result of or related to

unauthorized use of the Proprietary Marks, Franchisee agrees to pay liquidated damages in an amount equal to $50 per Authorized Guest Room for each day that Franchisee continues to operate the motel with Brand signage and other indicia of Franchisor's intellectual property in place, plus Franchisor's costs of removing such signage and other indicia of Franchisor's intellectual property if Franchisee fails to do so. The parties expressly consider such liquidated damages to be a fee for unauthorized use of the Proprietary Marks and not a penalty and shall be in addition to any liquidated damages under Section 15.7, or actual damages under Section 15.7.1, for early termination. Franchisee shall pay Franchisor the liquidated damages specified in this Section 15.3.5 no later than five (5) days following notice of such demand from Franchisor.

15.4. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contain any Proprietary Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

15.5. If Franchisee continues to operate or subsequently begins to operate any other business after expiration of this Agreement, Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with the operation of such other business or the promotion thereof. Franchisee further agrees not to utilize any design or decor features, designation of origin, description or representation (including, but not limited to, reference to Franchisor, the System, or the Proprietary Marks) which, in Franchisor's sole discretion, suggests or represents a present or former association or connection with Franchisor, the System, or the Proprietary Marks.

15.6. Franchisee shall pay to Franchisor all amounts owed related to the operation of the Motel through the Termination Date within thirty (30) days after the Termination Date.

15.7. Franchisee acknowledges and agrees that termination of this Agreement before its Expiration Date will cause substantial damage to Franchisor, including lost future revenue and profits, harm to the goodwill associated with the System and the Proprietary Marks, and increased costs to Franchisor to redevelop or re-franchise the market in which the Motel is located. Franchisor and Franchisee expressly agree that liquidated damages are not a penalty but represent a reasonable estimate of the minimum just and fair compensation to the damages Franchisor will suffer because of Franchisee's failure to operate the Motel for the Term. Therefore, in addition to any other monies owed under this Agreement, including but not limited to any liability for damages to the Proprietary Marks, Franchisee agrees to pay liquidated damages as specified in Attachment 2 to this Agreement.

15.7.1. Franchisee further acknowledges and agrees that the liquidated damages described in Section 15.7 may be inadequate to compensate Franchisor for additional harm Franchisor may suffer in certain circumstances; therefore, Franchisor specifically reserves the right to seek actual damages in lieu of liquidated damages if this Agreement terminates before expiration of the Term due to (a) an unapproved Transfer to a transferee who fails to retain the Brand, or (b) Franchisee's unilateral termination in violation of this Agreement. The circumstances that trigger this provision could include, but are not limited to, an unapproved change in affiliation, operating the Motel independently of any affiliation, allowing or using the Motel for an alternative use, or abandonment.

15.7.2. Franchisee shall pay Franchisor the liquidated damages specified in Section 15.7 within thirty (30) days after the Termination Date, or the actual damages specified in Section 15.7.1 within thirty (30) days after receipt of Franchisor's demand.

15.8. Franchisee shall pay on demand to Franchisor all damages, costs and expenses, including reasonable legal fees, incurred by Franchisor in connection with Franchisee's default and/or the early termination of this Agreement including, without limitation, those incurred to enforce and/or obtain injunctive or other relief in connection with this Section 15.

15.9. Franchisee shall immediately return to Franchisor or cease using all Manuals and other Confidential Information, and all other records, files, instructions, correspondence and other materials provided by Franchisor related to the operation of the Motel, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

15.10. Franchisor or its Affiliates shall have the option, to be exercised within twenty (20) days after the termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, signs, fixtures, supplies or inventory of Franchisee bearing the Proprietary Marks at their then-current fair market value. If the parties are unable to agree on fair market value within ten (10) days after the termination or expiration of this Agreement, then such amount shall be determined by two (2) licensed appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be the appraised value. The two (2) appraisers shall determine fair market value within ten (10) days after their appointment. If the amount determined by the appraisers is not acceptable to Franchisor, then Franchisor or its Affiliate shall have the option to withdraw its offer. Each party shall bear its own legal and other costs and shall bear the appraisal costs equally. If Franchisor elects to exercise any option herein provided, it shall have the right to set off all amounts due from Franchisee, if any, against any payment due hereunder to Franchisor or its Affiliates.

15.11. Franchisor shall have the right, within sixty (60) days following the termination or expiration of this Agreement, to inspect the Motel premises and offices, and conduct a review and/or an audit of Franchisee's books and records for the purpose, among other things, of assuring Franchisee's compliance with the provisions of this Section 15. Such books and records shall be made available to Franchisor or its Affiliates at the Approved Location on five (5) days written notice to Franchisee.

16. ADDITIONAL COVENANTS

16.1. Franchisee covenants that, during the Term, Franchisee shall employ at the Motel a General Manager who shall devote full time and best efforts to the management and operation of the Motel and who has successfully completed Franchisor's General Manager's Training Program, as described in Section 5.3.

16.2. In recognition of the valuable specialized training and Confidential Information received pursuant to this Agreement, Franchisee covenants that during the Term, Franchisee shall not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any other person or legal entity, divert or attempt to divert any present or prospective business or customer of any Motel operating under the System to any competitor, other than a property owned or franchised by Franchisor or an Affiliate, by direct or indirect inducement or otherwise.

16.3. Franchisee agrees that the existence of any claims it or its Owners may have against Franchisor or its Affiliates shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 16.

16.4. Franchisee agrees that Franchisee will not disclose the content of any negotiated terms of this Agreement without Franchisor's express prior consent except (a) as required by Law; (b) as may be required in any legal proceeding; and (c) to those of Franchisee's officers, directors, managers, members, shareholders, partners, employees, attorneys, accountants, agents or lenders to the extent necessary for the operation or financing of the Motel, and only if Franchisee informs such persons of the confidentiality of the negotiated provisions. Any disclosure of the negotiated terms without Franchisor's consent may be deemed a default under this Agreement.

16.5. At Franchisor's request, Franchisee shall obtain covenants similar in substance to those in this Section 16, in a form acceptable to Franchisor, its officers or other individuals as Franchisor may require.

17. TAXES, PERMITS AND INDEBTEDNESS

17.1. Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state, or local tax authority, and all other indebtedness incurred by Franchisee in connection with the operations of the Motel. Franchisee will provide to Franchisor copies of all sales, use or occupancy tax returns no later than ten (10) business days from the Franchisor's request of same. If Franchisee fails to provide all sales, use, or occupancy tax returns as requested, Franchisee shall be in default of this Agreement and shall be required to pay Franchisor's then current inspection/enforcement fee at Franchisor's sole discretion. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax imposed on Franchisor or its Affiliates with respect to any payments to Franchisor or its Affiliates required under this Agreement.

17.2. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity of the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable Laws, provided that such action does not result in any liability to or assessment of, any fine, penalty, or fee against, Franchisor or its Affiliates; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the Motel, any part thereof, or any of its assets.

17.3. Copies of all inspection reports, warnings, certificates, letters, and ratings issued by any governmental authority, agency or instrumentality in connection with the operation of the Motel, which indicate Franchisee's failure to meet or maintain the Standards or less than full compliance with any applicable law, rule, regulation, or ordinance, shall be forwarded to Franchisor by Franchisee within five (5) days after Franchisee's receipt thereof. However, if any governmental authority, agency, or instrumentality requires Franchisee to shut down operations of the Motel, either temporarily or permanently, Franchisee must provide Franchisor with notice of such requirement immediately.

17.4. Franchisee shall notify Franchisor in writing within five (5) days after the commencement of any action, suit, or proceeding, and thereafter on the issuance of any order, writ, injunction, award or decree, of any court, agency or other governmental authority or instrumentality relating to the Motel.

18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

18.1. The parties hereto understand and agree that, in connection with its performance under this Agreement, Franchisee, its agents, employees and successors, shall act as independent contractors. Franchisee shall at all times hold itself out to the public as an independent contractor who independently owns and operates the Motel pursuant to a franchise agreement with Franchisor. Franchisee shall have no right or authority to enter into any contract, commitment, or agreement, or to speak on behalf of, or incur any debt or obligation in the name or on behalf of, Franchisor or its Affiliates unless expressly authorized to do so in writing by Franchisor.

18.2. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venturer between Franchisor or its Affiliates and Franchisee or its agents, employees, or successors. Franchisee acknowledges that: (a) all employees hired by or working for Franchisee will be employees of Franchisee; (b) Franchisor has no authority to hire, fire, promote or demote any of Franchisee's employees or take any disciplinary action whatsoever against any of them; (c) the training required by Franchisor is for the purpose of enabling Franchisee to ensure the Motel operates in compliance with the Standards; and (d) Franchisee has and shall

exercise full and complete control over, and have full responsibility for, its contracts, daily operations, labor relations, employment practices and policies, including but not limited to recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of its employees. Franchisee agrees it must communicate to all of its employees that Franchisee is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Proprietary Marks or Franchisor's name. Franchisee must file its own tax, regulatory, and payroll reports with respect to its employees and operations, saving and indemnifying the Franchisor Parties of and from any liability of any nature whatsoever by virtue thereof.

18.3. Franchisee assumes full responsibility and liability for and agrees to waive and release the Franchisor Parties from and against and all claims or causes of action against the Franchisor Parties for damage, loss, or theft of any property, or for any bodily or personal injury, illness or death of any person including, but not limited to, Franchisee and its employees or agents or any guests at the Motel or any others at or about the Motel, arising at any time and from any cause whatsoever in connection with Franchisee's establishment, ownership, management or operation of the Motel, including the acts or omissions of its employees or agents, or Franchisee's performance under this Agreement and any related agreements with Franchisor or its Affiliates, including, but not limited to, fraudulent or dishonest acts of Franchisee or its employees or agents, personal injury, slander, libel, defamation, false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction, invasion of privacy, or disclosure of any customer's or employee's personally identifiable or credit card information, data incidents or breaches, or regulator investigations, fines, or penalties resulting from Franchisee's failure to comply with the Standards or delay in submitting any Data Subject Access Requests to Franchisor.

18.4. Franchisee shall defend, protect, indemnify and hold harmless the Franchisor Parties, to the fullest extent permitted by law, from and against any and all first and third party claims, demands, liabilities, damages, and losses (including damages for injury to property or the injury or death of persons, including the injury or death of any of Franchisee's employees or agents or damage to any of their property), costs, expenses, fines, liabilities, legal fees, investigative fees, expert fees, consultant fees, and court costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, formal or informal inquiry, or any settlement (whether or not a formal proceeding or action has been instituted) incurred in connection with or which may arise out of, or in connection with, Franchisee's ownership, construction, renovation, establishment or operation of the Motel, the performance of Franchisee, Franchisee's employer/employee relationships, its employees or agents under this Agreement, and any related agreements with Franchisor or its Affiliates, or the default by Franchisee or its Owners of any representation or warranty herein. Franchisee's indemnification obligation will include, without limitation, any claims related to or resulting from any actual or alleged negligence or fault of any Franchisor Party, including any claims in any way related to the establishment, ownership, management, or operation of the Motel, and any damages for data privacy and cyber security incidents or breaches (including any costs, expenses, fines, legal, forensic investigation, notification, penalties, credit monitoring, regulator fees, or technical services) and Data Subject Access Requests, or related to or resulting from any assault, battery, crime, bodily injury or death occurring at or about the Motel. Under no circumstances shall the Franchisor Parties be required or obligated to seek recovery from third parties (including but not limited to insurance carriers) or otherwise mitigate their losses to maintain a claim against Franchisee under this Section 18, or against any Guarantor under the Guarantee.

18.4.1. Franchisee shall have ten (10) business days from its receipt of written demand from Franchisor for indemnification under this Section 18 to comply with its obligations hereunder. Franchisee's selected counsel must be reasonably acceptable to Franchisor. Franchisor shall have the right, through counsel of Franchisor's choice and at Franchisee's expense, to direct, manage, and control the defense of any matter to the extent the Franchisor Parties may be directly or indirectly affected, whether Franchisee's selected counsel is acceptable to Franchisor.

18.5. Franchisor Parties shall in no event be liable by reason of any act or omission of Franchisee in its construction, renovation, establishment, management, ownership, or operation of the Motel or its performance under this Agreement or for any claim or judgment arising therefrom against Franchisee or the Franchisor Parties. Franchisee agrees that the obligations of Franchisor under this Agreement are to Franchisee, and no other party is entitled to rely on, enforce or obtain relief for default of, such obligations, directly or indirectly, by subrogation or otherwise. Franchisee agrees and understands that the Franchisor Parties shall not, nor shall they have the obligation to, defend, indemnify, or hold harmless Franchisee from and against any action or claim based on Franchisor's exercise of any of its rights in accordance with the terms of this Agreement.

18.6. Franchisee's obligations under this Section 18 shall indefinitely survive termination or expiration of this Agreement and shall not be limited by the amount of any insurance coverage.

19. APPROVALS AND WAIVERS

19.1. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request therefor to Franchisor, and such approval or consent shall not be valid unless given in writing and signed by an authorized officer of Franchisor. Franchisor may, in its sole discretion, withhold its approval or consent to any such request unless otherwise provided for herein.

19.2. Except for the obligations of Franchisor specifically set forth in this Agreement, Franchisor makes no warranties or guaranties on which Franchisee may rely. Franchisor assumes no liability or obligation to Franchisee by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any delay or denial of any request therefor.

19.3. Franchisor will not be deemed to waive or impair any right, power or option this Agreement reserves (including, without limitation, Franchisor's right to demand exact compliance with every term, condition and covenant of this Agreement) because of any custom or practice at variance with this Agreement's terms; Franchisor's waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with other Motel 6 Motel franchisees; or the existence of franchise agreements for other Motel 6 Motels which contain provisions different from those contained in this Agreement. Franchisor's waiver of any particular default of Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature; nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee affect or impair Franchisor's rights with respect to such default, or Franchisor's right to declare any subsequent breach or default and to terminate this Agreement before the expiration of its term. Subsequent acceptance by Franchisor or its Affiliates of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding default by Franchisee of any terms, covenants, or conditions of this Agreement.

19.4. If either party hereto shall be delayed, hindered in, or prevented from, the performance of any act required hereunder by an event of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, in no event shall the time periods established for commencement or completion of construction or renovation be excused, and/or extended, in the aggregate for longer than one (1) year due to one or more events of Force Majeure.

20. NOTICES

All notices pursuant to this Agreement shall be in writing and shall be personally delivered; mailed by registered or certified mail, return receipt requested; dispatched by overnight delivery; or by email (or

other electronic means designated by Franchisor) to the respective parties at the addresses on Attachment 2, unless and until a different address has been designated by written notice to the other party.

Notice shall be deemed to have been received as follows: by personal delivery - at the time of delivery; by overnight delivery service - on the next business day following the date on which the notice was given to the overnight delivery service; by registered or certified mail, return receipt requested - three (3) days after the date of mailing; and by email – at the time the email is transmitted to the recipient.

21. ENTIRE AGREEMENT

This Agreement together with the schedules, exhibits, attachments, and addenda attached hereto are intended by Franchisor and Franchisee to be the final and binding expression of their agreement, contain all of the material terms agreed to, are a complete and exclusive statement of the terms thereof and supersede all prior oral or written agreements, negotiations and representations, provided, however, that nothing in this or any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee. No representation, understanding or agreement, oral or written, have been made or relied on in the making of this Agreement other than as specifically set forth herein. Unless otherwise provided in this Agreement, this Agreement, the schedules, exhibits, attachments, and addenda attached hereto may only be amended, modified, or supplemented by a writing signed by both Franchisor and Franchisee. Oral modification of this Agreement is not permitted, and Franchisee hereby waives any right to claim an oral modification of this Agreement.

22. SEVERABILITY AND CONSTRUCTION

22.1. The language of all provisions of this Agreement shall be construed according to its fair meaning, but in no event shall it be presumed that such language is to be construed against the drafter. It is the intent of the parties that the provisions of this Agreement be enforced to the fullest extent and should any court or other public agency determine that any provision herein is not enforceable as written in this Agreement, the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which the enforcement is sought. The provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained in the Agreement, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable; provided, that if any court or other public agency determines that one or more provision is invalid, illegal or unenforceable, and such determination would, in the reasonable opinion of Franchisor, frustrate the purpose of this Agreement as determined by Franchisor, then Franchisor may terminate this Agreement.

22.2. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer on any person or legal entity other than Franchisee, Franchisor or Franchisor's Affiliates and their officers, directors and employees, past or present, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted by Section 13 hereof), any rights or remedies under or by reason of this Agreement.

22.3. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisee is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

22.4. The parties agree that if a conflict exists between an Attachment and the Agreement, the terms of the Attachment will prevail.

22.5. This Agreement may be signed in counterparts, and signature pages may be exchanged by facsimile and any other electronic transmission (including PDF), each such counterpart, when taken together with all other identical copies of this Agreement also signed in counterpart, shall be considered as one complete agreement.

22.6. This Agreement and all Attachments to this Agreement may be signed electronically by the parties and Electronic Signatures appearing on this Agreement and the Attachments shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Attachments. An executed copy of this Agreement (or any portion of this Agreement) may be delivered by either of the parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission, and delivery will be effective and binding on the parties and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement.

23. DISPUTE RESOLUTION

23.1. This Agreement takes effect on its acceptance and execution by Franchisor in Texas, and the entry into, performance and interpretation of this Agreement shall be governed, construed and interpreted by the laws of the State of Texas, without regard to, and without giving effect to, the application of Texas conflict-of-law rules; except that if Texas law would invalidate or make unenforceable any provision of this Agreement, then that provision will be governed by the law of any relevant state whose law would uphold or enforce the provision.

23.1.1. Franchisee and Owners acknowledge that the negotiation, execution, and acceptance of this Agreement by the parties occurred in Carrollton, Texas, and further acknowledge that the performance of certain of Franchisee's obligations arising under this Agreement will occur in Carrollton, Texas, including but not limited to, the payment of monies due and the satisfaction of certain training requirements.

23.1.2. Nothing in this Section 23.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule or regulation of the State of Texas or of any other state to which it would not otherwise be subject.

23.2. Franchisor has established a procedure for Franchisee to air and resolve grievances, issues and disputes internally. If the parties are unable to resolve such disputes with this procedure, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (including the attachments, exhibits, schedules and addenda hereto) or the relationship created by this Agreement (with the exception of those disputes concerning failure to commence construction, failure to commence operations, insurance, insurance requirements, monetary obligations, indemnification, quality performance, the Motel has ceased operations, unauthorized use of trademarks, or failure to de-identify) to non-binding mediation before bringing such claim, controversy or dispute in a court or before any other tribunal. The parties shall select a mediator within thirty (30) days of request of mediation by either party. The mediation shall be conducted through either an individual mediator or a mediator appointed by a mediation services organization or body approved by Franchisor and experienced in the mediation of lodging service business disputes or franchise disputes and shall be conducted at a location selected by Franchisor that is proximate to the Motel. The costs and expenses of any such mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), shall be borne by both parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after either party requests mediation, then either party may bring a legal proceeding under Section 23.3 below to resolve such claim, controversy or dispute unless such time period is extended by written agreement of the parties. Notwithstanding the foregoing, Franchisor may bring an action for injunctive or other extraordinary relief (including, without limitation, specific performance), or involving the possession or disposition of, or other

relief relating to, real property in a court having jurisdiction and in accordance with Section 23.7 below, without first submitting such action to mediation.

23.3. With respect to any claims, controversies or disputes which are not finally resolved through mediation or as otherwise provided above, the parties agree that, to the extent any disputes cannot be resolved directly between them, Franchisee must file any suit against Franchisor only in the federal or state court in the judicial district in which the Franchisor's principal place of business is located at the time suit is filed. Franchisor must file suit in the federal or state court located in the judicial district in which Franchisor's principal place of business is located at the time suit is filed, in the jurisdiction where Franchisee resides or does business, where the Motel is or was located, or where the claim arose. The parties consent to the personal jurisdiction of such courts and waive any questions of personal jurisdiction or venue for the purpose of carrying out this provision.

23.4. Except as explicitly provided herein, no right or remedy conferred on or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy provided herein or permitted by law or equity, but each shall be cumulative of every other right or remedy.

23.5. **TO THE EXTENT PERMITTED BY LAW, FRANCHISOR AND FRANCHISEE AND ITS OWNERS IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER. ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS FRANCHISE AGREEMENT, THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR, OR FRANCHISEE'S OPERATION OF THE MOTEL, BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER, WHETHER IN MEDIATION OR A LEGAL ACTION, SHALL BE COMMENCED WITHIN THREE (3) YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, NOTWITHSTANDING ANY APPLICABLE STATUTE OF LIMITATIONS, OR SUCH CLAIM OR ACTION SHALL BE BARRED.**

23.6. **EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS IN SECTION 18.4, FRANCHISOR AND FRANCHISEE AND ITS OWNERS HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, PROVIDED, THAT THIS PROVISION SHALL NOT SERVE AS A WAIVER OF RIGHTS TO DAMAGES SET FORTH IN SECTION 15.7 OR OTHER CLAIMS BY EITHER PARTY FOR LOST FUTURE PROFITS.**

23.7. Nothing herein contained shall bar or limit in any way Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damage (including, without limitation, damage to the goodwill of the System and the Proprietary Marks), under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

23.8. In connection with any suit or proceeding, brought by Franchisor or its Affiliates or Franchisee or its Owners to enforce any of their respective rights under this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its reasonable legal fees, court costs and expenses of litigation, incurred therein.

23.9. Franchisee, its Owners and Franchisor acknowledge that various provisions of this Agreement specify certain matters that are within the sole discretion or judgment of Franchisor. If the exercise of Franchisor's sole discretion or judgment as to any such matter is subsequently challenged, the parties to this Agreement (as well as Owners of Franchisee) agree that if a trier of fact finds that Franchisor relied on a business reason in the exercise of its sole judgment or discretion, then Franchisor's exercise of

its discretion or judgment is to be viewed as a reasonable and proper exercise of such sole discretion or judgment, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to such business reason.

24. ACKNOWLEDGMENTS

24.1. Franchisee and its Owners represent and warrant to Franchisor and agree that:

24.1.1. Neither Franchisee nor any of its Owners, nor any officer, director, shareholder (or member or partner) having a controlling interest in Franchisee, or member of senior management of Franchisee or any of its Owners, nor any owner of the Approved Location, is a Restricted Person.

24.1.2. Franchisee, its Owners, any officer, director, shareholder (or member or partner) having a controlling interest in Franchisee, or member of senior management of Franchisee or any of its Owners, and any owner of the Approved Location, have complied and will comply in all material respects with applicable anti-bribery, export control, anti-money laundering, anti-terrorism and economic sanctions laws, including acts prohibited by the U.S. Patriot Act, U.S. Executive Order 13244, the FCPA, the U.K. Bribery Act, U.S. Anti-Money-Laundering laws, and/or similar laws.

24.1.3. Neither Franchisee, nor any of its Owners, nor any officer, director, shareholder, member or partner having a controlling interest in Franchisee, nor any member of senior management of Franchisee or of any of its Owners, nor any owner of the Site (a) has made or will make, has offered or will offer to make or authorized or will authorize any payment or provided or will provide any gift, property or service that is not permitted by the FCPA or any other applicable laws; or (b) has, with the corrupt intent to obtain or retain business, directly or indirectly offered, paid or promised to pay, or authorized the payment of, or will directly or indirectly offer, pay, or promise to pay any money or provide any property, service or other thing of value (including any fee, gift, sample, travel expense or entertainment with a value in excess of US $100 in the aggregate to any one individual in any year) or any commission payment to: (i) any person who is an official, officer, agent, employee or representative of any governmental entity; (ii) any political party or official thereof; or (iii) any candidate for political or political party office in violation of applicable laws (including applicable anti-bribery laws).

24.1.4. Any funds received or paid in connection with entry into or performance of this Agreement have not been and will not be derived from or commingled with proceeds of any activities that are proscribed by the laws described in this Section 24.1.

24.1.5. Franchisee has not and will not obtain, receive, Transfer or provide any funds, property, debt, equity or other financing related to this Agreement to or from a person that qualifies as a Restricted Person or, to your actual or constructive knowledge, is otherwise the target of any applicable trade restriction.

24.1.6. In conducting your business under this Agreement, Franchisee agrees to comply with all laws described in this Section 24.1, to make reasonable efforts to assure that its employees, agents and contractors comply in all material respects with the representations, warranties and agreements in this Section 24.1 and are aware of their legal responsibility to do so and to place into effect and maintain a compliance policy and procedure designed to prevent and detect violations of these laws in your business dealings with Franchisor or with third parties.

24.1.7. Franchisee agrees to notify Franchisor in writing immediately if Franchisee or any of its Owners or any other person described in this Section 24.1 become Restricted Persons or come under investigation for or are found guilty of any of the offenses described in this Section 24.5 and, when

requested to do so by Franchisor from time to time to certify in writing the continuing accuracy of the representations and warranties contained in this Section 24.1.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

ATTACHMENT 1 TO FRANCHISE AGREEMENT
DEFINITIONS

"Account" means Franchisee's business account for the Motel at a commercial bank of Franchisee's choice.

"Affiliate" means any natural person or firm, corporation, partnership, limited liability company, association, trust, or other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with the subject entity.

"Agent" means a person or an entity working on behalf or another person or entity.

"Agreement" means this Franchise Agreement between Franchisor and Franchisee.

"Alternative Supplier Fee" means the reasonable fee Franchisor may charge Franchisee to review and evaluate an alternative supplier or product proposed by Franchisee.

"Applicable Measurement Period" is the Measurement Period in which the Motel's average room occupancy rate is at or below the levels specified in Section 5.18.1(a), (b), or (c), whichever applies.

"Application Fee" means the amount paid by Franchisee in connection with Franchisee's submission of an application for a franchise, whether for new construction, conversion, on Transfer or renewal, as consideration for Franchisor's review and consideration of the Application.

"Approved Location" means the street address of the Motel as identified in Attachment 2 to this Agreement.

"Authorized Guest Room" means the number of guest rooms that must be present at the Motel as identified in Attachment 2 to the Agreement.

"BLS" means U.S. Bureau of Labor Statistics.

"Booking Fees and Commissions" means any travel agency commissions, airline reservation system fees, fees associated with the use of other electronic booking systems by guests, OTA fees, and other related fees that Franchisor or its Affiliates pay to third party distribution channels on Franchisee's behalf in connection with reservations for rooms at the Motel.

"Brand" means the Brand identified on the cover page and Attachment 2 to this Agreement.

"Brand Motel" means SELECT FOR MOTEL 6: a transient budget lodging facility offering limited amenities which operates under the System and the Proprietary Marks of the Brand. SELECT FOR STUDIO 6 EXTENDED STAY: an all-suites budget lodging facility offering limited services and limited amenities, designed for business and leisure customers looking for a short-term, low-cost alternative to fulfill temporary housing needs, which operates under the System and the Proprietary Marks of the Brand. SELECT FOR STUDIO 6 SUITES: an all-suites transient budget lodging facility offering limited services and limited amenities, designed for business and leisure customers looking for stays longer than a single night, which operates under the System and the Proprietary Marks of the Brand.

"Casegoods" means all hard furniture, lighting, art, and mirrors, vanities and tub/shower surrounds, and room signage, and include, without limitation, interior/exterior structural changes, shower and tub combinations, vanities, roofs, and parking lots.

"Casualty" means fire or other event of Force Majeure that requires a temporary or partial closing of the Motel.

"Certified Professional" means the qualified architect, design firm, engineer and/or contractor who shall prepare the necessary Construction Plans or Renovation Plans and specifications for the Motel and, if applicable, oversee the Development Work.

"Closing" means the date that a Transfer occurs.

"Computer System" means all hardware, software, peripheral equipment, and all support services to such hardware, software, and peripheral equipment (such as Internet Services) that Franchisor or its Affiliates license, sell to, or require Franchisee to purchase or lease and to use in the operation of the Motel. Computer system may also include portal access services, credit card transaction gateway, encryption software, VPN software or other related materials as applicable to then current standards, specifications or requirements.

"Confidential Information" means any information that Franchisee knows or has reason to know is confidential to Franchisor due to the nature of the information disclosed and the circumstances surrounding the disclosure, including but not limited to the Manuals (including all supplements and revisions), any other manuals issued for use in connection with the establishment and operation of Brand Motels, the Computer System, the Licensed Software, the Technology Agreement, Franchisor's technical, training and business information, data content from systems and Franchisor or Affiliate websites, and any and all other materials, information, procedures, techniques or data which Franchisor or its Affiliates discloses or provides to Franchisee (including, without limitation, the site selection, operational, sales, promotional, and marketing methods and techniques of the System). Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement by Franchisee or anyone to whom Franchisee transmits the information; (b) becomes available to Franchisee on a non-confidential basis from a source other than Franchisor who is not known by Franchisee to be bound by a confidentiality agreement with Franchisor or other legal or fiduciary obligation of secrecy; (c) Franchisee can document was known to it or in its possession on a non-confidential basis before the date of disclosure by the discloser; (d) is independently developed by the recipient without use of, or reference to, Confidential Information, as demonstrated by tangible evidence; or (e) is furnished by the discloser to others with written confirmation that such information is not confidential and may be disclosed.

"Construction Commencement Date" means the date set specified in Attachment 2 by which Franchisee must commence construction of the Motel. Franchisor may determine, in its sole discretion, whether Franchisee has taken reasonable steps for the Motel to be considered "under construction".

"Construction Plans" means the proposed renderings and specifications for construction of the Motel, which must be submitted to Franchisor on or before the date specified in Attachment 2 the Agreement. The Construction Plans shall include, without limitation, architectural, mechanical, electrical, structural, civil engineering, and landscaping drawings, in such detail and containing such information (such as door locking systems and other safety features) as Franchisor may request.

"Control" or "Controlling Interest" means the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, including those relating to the payment of financial obligations, whether through the ownership of voting securities or interests, by contract, or otherwise, each as reasonably determined by Franchisor.

"Cycle Renovations" means any periodic renovations required by Franchisor to Softgoods and Casegoods. Softgood renovations are required every 6 years, and Casegood renovations are required every 12 years,

calculated from the date the original PIP was completed for conversions, and from the Opening Date for new construction.

"Data Subject" is a person (or a third-party acting on behalf of that person) about whom Franchisee, Franchisor, or any Agent has collected PII.

"Data Subject Access Request" is a petition to Franchisee, Franchisor, or Agent, by a Data Subject looking to (a) identify, (b) receive in a portable form, (c) delete, or (d) cease the sale or distribution of PII that Franchisee, Franchisor, or their Agent is holding about the petitioning Data Subject.

"Direct Owners" are the immediate Owners of the Franchisee and those persons who are listed as Direct Owners in Attachment 3 to the Agreement.

"Development Work" means all necessary action for the development, construction, renovation, furnishing, equipping and implementation of the Construction Plans or Renovation Plans, as the context requires.

"Due Date" means the date specified in the Manuals or otherwise in writing by Franchisor.

"Electronic Signature" means any electronic symbol and/or process attached to or logically associated with a document and executed by a party with the intent to sign such document, including facsimile, email, or other electronic signatures.

"Effective Date" means the date this Agreement is executed by Franchisee and accepted by Franchisor as set forth on Attachment 2.

"Embargo" means embargo or other sanctions imposed by the government of the United States.

"Expiration Date" means the date the Term of this Agreement expires as set forth on Attachment 2. The Expiration Date may be expressed as a specified number of years after the Effective Date, or a specified number of years after the Opening Date, or a date certain.

"FCPA" means US. Foreign Corrupt Practices Act.

"Force Majeure" means an event causing a delay in performance that is not the fault of or within the reasonable control of the party claiming Force Majeure. Force Majeure includes civil commotion, earthquake, explosion, failure of power, fire, flood, inability to procure materials, insurrection, lockouts, natural disasters, riots, strikes, terrorist acts, acts of God, or acts of war. Force Majeure does not include general economic downturn or conditions, financial inability to perform, inability to obtain financing, lack of adequate financing, or inability to obtain permits, licenses, zoning variances or other similar events that are unique to a party or the Motel.

"Franchise Fee" means the fee paid by Franchisee in connection with execution of this Agreement as specified in Attachment 2 of this Agreement, whether in connection with a Transfer, renewal or for a new franchise.

"Franchisee" means the person or entity identified as such on Attachment 2.

"Franchisor" means G6 Hospitality Franchising LLC, a Delaware limited liability company.

"Franchisor Parties" means Franchisor and its past, current, and future, direct or indirect, Affiliates, subsidiaries, parents, owners, successors, assigns, members, partners, trustees, and beneficiaries, and any

of their past, current, and future officers, directors, agents, servants, representatives, managers, independent contractors, and employees, collectively and individually.

“Franchisor’s Software” means any proprietary software (including the accompanying documentation and all future enhancements, upgrades, additions, substitutions and other modifications) developed or licensed, now or in the future, by Franchisor, one of its Affiliates, or a Franchisor designated third party vendor for use with the System, including, but not limited to, the property management system.

“General Manager” is the individual meeting the requirements of Section 5.3 of the Agreement.

“Gross Room Revenues” means the gross receipts (whether collected or uncollected) attributable to or payable for the rental of Authorized Guest Rooms at the Motel, including, without limitation, the gross revenues used in calculation of business interruption, rent loss, or similar insurance with respect to the Motel (provided that insurance proceeds shall be included in Gross Room Revenues only to the extent actually received or due). Gross Room Revenues shall not include gratuities to employees or service charges levied in lieu of such gratuities, which, in either case, are payable to employees, or federal, state and local taxes or fees collected by Franchisee for transmittal to the appropriate taxing authorities. Gross Room Revenues shall not be reduced by credit card commissions, bad debts (or reserves for bad debts) or refunds to lodgers.

“Incapacity” means, for purposes of Section 13.6 of this Agreement, any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (1) for a period of thirty (30) or more consecutive days, or (2) for sixty (60) or more total days during a calendar year.

"Index" means the U.S. Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the BLS.

“Indirect Owners” are Owners of the Direct Owners of Franchisee and those people who are listed as Indirect Owners in Attachment 3 to the Agreement.

“Internet” is a global computer-based communications network.

“Intranet” is a restricted global computer-based communications network.

“IT Services” means technical support services such as equipment support, help desk service, Licensed Software support, maintenance, and enhancements, systems support for central reservations, and other Software support that Franchisor may provide to Franchisee.

“Law” or “Laws” means all federal, state and local laws, codes, licenses, ordinances, permits, rules, regulations, and statutes having jurisdiction over the Motel or Franchise to operate the Motel, or which may apply to the completion, construction, equipping, opening, operating, or renovation of the Motel, including Privacy Laws and Title III of the Americans with Disability Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36, or any other public accommodation laws.

“Licensed Software” means the Software listed in Schedule A to the Technology Agreement. Franchisor may, in its sole discretion, periodically update the list of Licensed Software.

“Manuals” are the confidential operations manuals, which may include more than one document and periodic supplements, and all other manuals, guides, resources, training materials and websites, including but not limited to, Franchisor’s on-line brand library containing the Standards, requirements, specifications, policies, best practices, and procedures for the establishment and operation of franchised hotels or motels

operating under the System, whether in hard copy or electronic form. Manuals may include but not be limited to operations manual, brand standards/brand requirements, marketing and sales manual, safety and security manual, and Computer System and Software user guide. Manuals exclude any Franchisee employee or employment policies or guidelines, employee or employment materials or manuals, or employee or employment training materials. Manuals do not and will not cover or control any Franchisee employee or employment-related issues.

"Marketing Program" means a marketing program whose primary purpose is promotion of public recognition of the Marks and the Brands and encouraging motel stays at Brand properties, that is developed, administered, and operated by Franchisor and its Affiliates, in their sole discretion, for the benefit of Brand Motels, and which may include, but is not limited to: (1) national, regional or local advertising using radio, television, print, outdoor, point of sale, electronic and mail media; (2) developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, telemarketing, promotional and public relations materials, programs and campaigns; (3) creating and maintaining Internet advertising and marketing for the System (whether through a Brand website, other Sites, or otherwise); (4) conducting or directing market research; (5) establishing and promoting corporate account or other sales promotion opportunities; and (6) such additional programs or activities as Franchisor considers beneficial to Brand Motels.

"Measurement Period" means any consecutive twelve (12) month period for purposes of Section 5.18.1 of this Agreement.

"Motel" means Franchisee's motel located or to be located at the Approved Location using the approved Proprietary Marks for the Brand identified on the cover page and Attachment 2 to this Agreement. The Motel identified in the Agreement includes the freehold or long-term leasehold title to the Motel facility located at the Approved Location, together with all improvements, including, without limitation, the building, and all furniture, fixtures, equipment (including computer and telephone systems), and inventories.

"National Sales Program" means the National Sales RFP Tool process.

"Opening Assistance" means the on-site and other opening training assistance provided to Franchisee by Franchisor to prepare Franchisee to operate, administer, and manage the Motel in compliance with Franchisor's Standards and to open the Motel.

"Opening Date" means the date on which Franchisee has completed the renovation or construction of the Motel (a) in strict accordance with Section 5.1 of the Agreement and Franchisor authorizes in writing the opening of the Motel as a Brand Motel, or (b) in accordance with Section 5.1 of the Agreement to Franchisor's satisfaction, in its sole discretion, and Franchisor conditionally authorizes in writing the opening of the Motel as a Brand Motel.

"Owners" include any person or entity which directly, or indirectly through an ownership interest in a Direct Owner, owns any legal or beneficial interest in Franchisee. Franchisee's Owners are listed on Attachment 3 to this Agreement.

"Ownership Schedule" means Attachment 3 to this Agreement.

"OTA" means on-line travel agency.

"Person" means an individual (and the heirs, executors, administrators or other legal representatives of an individual), a joint venture, a partnership, a company, a firm, a corporation, a governmental department or agency, a trustee, a trust, an unincorporated organization or any other legal entity.

"Photo Shoot" means an initial property photography package for the Brand website(s).

"PII" or "Personal Identifiable Information" means any personal customer or guest information, including but not limited to, credit card information, address, phone number, driver's license number, or as otherwise legally defined by applicable Privacy Law.

"PIP" means property improvement plan, and includes any PIP attached to this Agreement.

"PIP Fee" means Franchisor's then-current fee charged to prepare a PIP, as disclosed in Franchisor's then-current franchise disclosure document.

"PIP Renovations" means any renovations required by Franchisor for the Motel to meet then-current Standards either: (a) before opening, for conversions; (b) after opening, if the Motel fails to satisfy minimum Standards on a brand quality audit; (c) following a Transfer, or (d) on renewal. The time period for completion of each PIP will not exceed 24 months.

"PPP" or "Premium Property Page" means an approved web page with additional information about Franchisee's Motel.

"Principal Owners" include those Owners designated as Principal Owners on Attachment 3 to the Agreement. Each Principal Owner must sign a guarantee of Franchisee's obligations under the Agreement in the form of the Guarantee, Indemnification and Acknowledgment attached to the Agreement.

"Privacy Laws" means all laws pertaining to the privacy of consumer, employee, and transactional information.

"Program Fee" means the monthly contribution of Franchisee as described in Section 4.6 and Attachment 2 of this Agreement.

"Proprietary Marks" are all trade names, trademarks, trade dress, service marks, logos, emblems, symbols and indicia of origin that are now designated and may hereafter be designated in writing by Franchisor for use in connection with Brand Motels, as further described in its Manuals and in Item 13 of Franchisor's franchise disclosure document. Franchisor may, in its sole discretion, periodically modify the Proprietary Marks.

"Protected Territory" means the geographic area described in Attachment 2 to this Agreement for the purposes described in Section 1.2 of this Agreement.

"Renovation Commencement Date" means the date set specified in Attachment 2 by which Franchisee must commence renovation of the Motel. Franchisor shall determine, in its sole discretion, whether Franchisee has taken reasonable steps for the Motel to be considered "under renovation".

"Renovation Plans" means the proposed renderings and specifications for the renovation of the Motel, which must be submitted to Franchisor on or before the date specified on Attachment 2 and/or in the PIP attached to this Agreement as Attachment 7. Renovation Plans shall include, without limitation, architectural, mechanical, electrical, structural, civil engineering, and landscaping drawings, in such detail

and containing such information (such as door locking systems and other safety features) as Franchisor may request.

“Reports” means information on the occupancy, average daily room rate, rooms sold, Gross Room Revenues, and such other data and information attributable to the Motel as Franchisor may require.

“Reservation Fee” means the monthly fee paid by Franchisee as described in Section 4.7 and Attachment 2 of this Agreement.

“Reservation System” means the proprietary reservation system or any replacement system (including, without limitation, all equipment and software) designated by Franchisor for use by Brand Motels, as such Reservation System may be periodically modified by Franchisor.

“Restricted Person” means (a) the government of any country that is subject to an Embargo; (b) an individual or entity located in or organized under the laws of any country subject to an Embargo; (c) a person ordinarily resident in any country subject to an Embargo; and (d) a person periodically identified by any government or legal authority as a person with whom Franchisor or its Affiliates are prohibited or restricted from doing business, including, but not limited to, persons identified, by name, alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Other Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (texts currently available at http://www.ustreas.gov/offices/enforcement/ofac/) and similar listings of Restricted Persons, including applicable lists maintained by other governments.

“Royalty Fee” means the monthly fee paid by Franchisee as described in Section 4.5 and Attachment 2 of this Agreement.

"Security Incident" means any activity involving any PII or other customer or guest data that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to PII or other customer or guest data.

“Sites” mean any domain name, website, other e-commerce, digital marketing platforms, electronic communication sites, including mobile applications, and social media sites such as Facebook, Twitter, Instagram, Snapchat, Linked In, YouTube, Pinterest, Tumblr, or any other present or future social media or pictorial media site or the like.

“Softgoods” means flooring, all wall surfaces, bedding, window treatments, and shower curtains.

“Software” means software provided or specified by Franchisor for use in the System, including but not limited to, Franchisor’s Software and third-party software.

“Standards” means the brand standards, brand requirements, specifications, policies and procedures of the Brand System as periodically specified by Franchisor in the Manuals, or otherwise in writing, and as modified by Franchisor, in its sole discretion, to take into account a Dual Brand Operation.

“System” is the collection of procedures, policies, Standards, specifications, controls and other distinguishing elements which Franchisor, its Affiliates, or Franchisor designated third parties have developed, licensed or acquired in connection with the establishment and operation of Brand Motels. The distinguishing characteristics of the System include, without limitation, Standards and specifications for the establishment and operation of a Brand Motel; brand standard items (including, without limitation, items that use or display any Proprietary Mark of the Brand); prototypical architectural plans, designs, layouts and distinctive color schemes for Brand Motels; Computer System; the Software; the Reservation System;

a Marketing Program; management and personnel training programs; operational Standards, policies, and procedures as prescribed in the Manuals; and a quality assurance program and non-compliance, all of which may be periodically changed, improved, supplemented, further developed, or otherwise modified by Franchisor, in its sole discretion. Franchisee must comply with all reasonable requirements of Franchisor in that regard. Franchisor, its Affiliates or its designated third parties, have and retain all ownership rights in and to the System and Franchisee has only the right to use the System under the terms and conditions of this Agreement.

"System Motels" means any motel, motel rooms, extended stay, or all suites operating under a franchise agreement with Franchisor under a name and proprietary marks other than the Brand specified for this Agreement, including but not limited to [SELECT FOR MOTEL 6: Motel 6 Classic, Hotel 6, Studio 6 Suites, Studio 6 Extended Stay, or any dual-branded motel. [SELECT FOR STUDIO 6 SUITES: Motel 6, Motel 6 Classic, Hotel 6, Studio 6 Extended Stay, or any dual-branded motel. [SELECT FOR STUDIO 6 EXTENDED STAY: Motel 6, Motel 6 Classic, Hotel 6, Studio 6 Suites, or any dual-branded motel.

"System Support and Enhancement" means the actions of Franchisor and its Affiliates in their sole discretion, to develop, support and enhance the overall quality of the Brand and the System for the benefit of Brand Motels.

"Technology Agreement" means the Technology License and Services Agreement between Franchisor and Franchisee attached to this Agreement as Attachment 4.

"Term" has the meaning prescribed to it in Section 2.1 of the Agreement.

"Termination Date" means the date this Agreement is terminated by Franchisor before the Expiration Date due to Franchisee's default.

"Transfer" means the sale, assignment, transfer, conveyance, exchange, gift or other give away, lease, sublease, pledge, mortgage or other encumbrance of any direct or indirect interest in Franchisee, this Agreement, the Motel, or substantially all of the assets of the Motel, whether by merger or otherwise, by Franchisee or any Owner of Franchisee, whether or not such action constitutes a transfer under applicable Law, and includes Franchisee's assignment or delegation of any right or obligation of Franchisee under the Agreement.

"VPN" means virtual private network.

ATTACHMENT 2 TO FRANCHISE AGREEMENT

SELECTED TERMS			
1	Effective Date:		
2	Franchisor Name, Address and Notice Email (§20):	G6 Hospitality Franchising LLC 4001 International Parkway Carrollton, TX 75007 Attention: Chief Development Officer Email: G6legalfranchisecontracts@g6hospitality.com With a copy to: G6 Hospitality Franchising LLC 4001 International Parkway Carrollton, Texas 75007 Attention: General Counsel Email: g6legalcontracts@g6hospitality.com	
3	Franchisee Name, Address and Notice Email (§ 20):		
4	Application Type:	□ New Construction □ Transfer	□ Conversion □ Renewal
5	Location Type:	□ Interior	□ Exterior
6	Brand (§1.1):	□ Motel 6 □ Dual Brand	□ Studio 6 Suites □ Studio 6 Extended Stay
7	Approved Location (§1.1):	«Address_City_State»	
8	Expiration Date (§2.1):	At midnight on [NEW/CONVERSION: the date occurring fifteen (15) OR twenty (20) years after the Opening Date [RENEWAL: the date occurring ten (10) years after the Effective Date [TRANSFER: the Expiration Date from transferor's agreement or other agreed term measured from the Effective Date	
9	Application Fee:	$5,000	
10	Franchise Fee:	[NEW/CONVERSION, 150 rooms or less: $20,000 [NEW/CONVERSION, more than 150 rooms: $30,000 [TRANSFER: $10,000 [RENEWAL: $10,000	

SELECTED TERMS					
11	Opening Package Fee (§4.2):	$4,500			
12	Opening Assistance Fee (§4.3):	$4,500			
13	PIP / Site Evaluation Fee (§4.4):	$1,850			
14	Royalty Fee (§4.5):	5% of Gross Rooms Revenue			
15	Program Fee (§4.6):	3% of Gross Rooms Revenue			
16	Reservation Fee (§4.7):	1% of Gross Rooms Revenue			
17	Number of Initial Authorized Guest Rooms (§6.10):				
18	Liquidated Damages for Early Termination (§15.7):	$2,000 per Authorized Guest Room			
19	Protected Territory (§1.2):				
20	Construction Plans Submission Deadline (§6.3):				
21	Construction OR Renovation Commencement Date (§6.6):				
22	Property Improvement Plan ("PIP"):	See Attachment 7 for deadlines and details			
23	Development Work Completion Date (§6.7):				
	Exterior/Interior Corridor Renovation Schedule:		Pre-Opening	Phase 1	Phase 2
		Trigger Date:			
		Completion:			

ATTACHMENT 3 TO FRANCHISE AGREEMENT
OWNERSHIP SCHEDULE

The following list identifies all Direct and Indirect Owners of Franchisee.

Direct Owners

Name	Percentage Interest in Franchisee
_____*	_____
_____	_____
_____	_____

Indirect Owners

Name	Percentage Interest in Direct Owner
_____	_____
_____	_____
_____	_____

_____

* Denotes Principal Owner

ATTACHMENT 4 TO FRANCHISE AGREEMENT
TECHNOLOGY LICENSE AND SERVICES AGREEMENT

This Technology Agreement is made and entered into by and between Franchisor and Franchisee as of the Effective Date.

RECITALS:

Franchisor and Franchisee are parties to an Agreement dated as of the Effective Date under which Franchisor has granted Franchisee the right to operate the Motel at the Approved Location.

Under the Agreement, Franchisor requires Franchisee to use the System in the operation of the Motel. The System includes, amongst other things, the Computer System and the Software.

Franchisor has the right to license certain required Software to Franchisee for use in the operation of the Motel and Franchisee wishes to obtain the right to use certain required Software in the operation of the Motel.

Franchisor or its Affiliates may, either directly or through an approved third-party vendor, provide Franchisee with certain technical support services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. LICENSED SOFTWARE

1.1. **Grant of License**. Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, subject to the terms and conditions provided below, a limited, non-exclusive, non-transferable, restricted license to use the Licensed Software.

1.2. **Installation, Access, and Training**. Franchisor shall arrange for Franchisee's access to the Licensed Software and may provide or arrange training related to the operation of the Licensed Software.

1.3. **Restricted Use; Title.** Franchisee shall use the Licensed Software solely in conjunction with the management and operation of the Motel and in strict compliance with the Standards. Franchisor or its licensors, as applicable, retain and own all intellectual property rights and any other rights in connection with the Licensed Software, including suggestions and ideas from Franchisee regarding improvements to the Licensed Software.

1.4. **Hardware**. Franchisee shall use the Licensed Software solely on the equipment or hardware (including, without limitation, a wired Internet connection) which meets the Standards.

1.5. **No Modifications**. Franchisee shall not: (a) make any modifications or alterations to the Licensed Software; (b) copy, reverse engineer, or decompile, bypass, decrypt, or otherwise disassemble the Licensed Software or any portion thereof; or (c) permit any person or entity to take any action prohibited by the foregoing.

2. IT SERVICES

2.1. **IT Services**. During the term of the Agreement and the term of this Technology Agreement, Franchisor or its Affiliates may, either directly or through an approved third-party vendor, provide Franchisee with IT Services. The IT Services may be suspended if Franchisee is not in compliance

with the Agreement or this Technology Agreement. Franchisor reserves the right, in its sole discretion, to change or modify the IT Services provided to Franchisee at any time.

2.2. **Maintenance of Computer System**. Franchisee shall purchase or license, install, utilize and maintain at the Motel, at its sole cost, and at then current pricing or fees as provided by franchisor, all Software, hardware, services and equipment necessary to operate and maintain the Computer System and/or data processing systems (including successor systems and improvements to existing systems) specified or required by Franchisor or its Affiliates for use by Brand Motels, including, but not limited to, guest check-in, reservation, property management, revenue and other statistical reporting systems. The foregoing obligation shall include any enhancements, additions, substitutions or other modifications to such Software, hardware, services, and equipment that may be required. Franchisee shall be responsible for all costs incurred in fulfilling its obligations hereunder, including, without limitation, data circuit charges, charges for connecting Franchisee's equipment to Franchisor's office, the cost of supplies used in the operation of the equipment, maintenance and support services, and for other related expenses.

3. TERM AND TERMINATION

3.1. **Term**. Unless this Technology Agreement is terminated by its terms, the term of this Technology Agreement commences on the Effective Date and remains in force until the earlier of: (a) the termination or expiration of the Agreement; or (b) Franchisor's determination, in its sole discretion, to require Franchisee to license from Franchisor or a third-party provider the same or different Software under then-applicable terms.

3.2. **Disconnection of the System**. On termination or expiration of this Technology Agreement, Franchisor shall disconnect Franchisee's access to and use of the Licensed Software, and Franchisee's right to use the Licensed Software shall automatically terminate.

3.3. **Termination for Convenience by Franchisor**. Franchisor shall have the right to terminate this Technology Agreement for its convenience, for any or no reason, by giving thirty (30) days prior written notice to Franchisee.

3.4. **Expiration of Underlying Right of Franchisor.** If Franchisor loses the right to provide Franchisee access to any of the Licensed Software, then this Technology Agreement shall be amended or terminated as necessary.

3.5. **Survival**. All provisions of this Technology Agreement intended to survive the expiration or termination of this Technology Agreement will survive, including, without limitation, the terms of Section 7 hereof.

4. FEES

4.1. As further consideration for the Licensed Software and IT Services contained herein, Franchisee shall pay to Franchisor the fees listed in Schedule A to this Technology Agreement on the payment due dates noted, which may be modified by Franchisor at any time.

5. DISCLAIMERS

5.1. **NO WARRANTY**. **THE LICENSED SOFTWARE IS PROVIDED BY FRANCHISOR "AS IS." EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.1, FRANCHISOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF PERFORMANCE, FINANCIAL PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRANCHISEE**

ACKNOWLEDGES THAT USE OF THE LICENSED SOFTWARE MAY NOT BE UNINTERRUPTED OR ERROR-FREE AND ACCESS TO THE LICENSED SOFTWARE MAY PERIODICALLY BE TEMPORARILY SHUT DOWN DUE TO ROUTINE MAINTENACE OR RESOLUTION OF ERRORS.

5.2. **LIMITATION ON LIABILITY. IN NO EVENT WILL FRANCHISOR OR ITS AFFILIATES BE LIABLE TO FRANCHISEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR LOST DATA ARISING OUT OF OR RELATED TO THIS TECHNOLOGY AGREEMENT OR THE PERFORMANCE OR USE OF THE LICENSED SOFTWARE, ANY FAILURE IN THE LICENSED SOFTWARE, OR ANY CLAIM MADE AGAINST FRANCHISEE BY ANY OTHER PARTY, EVEN IF FRANCHISOR OR ITS AFFILIATES HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO FRANCHISEE. IN NO EVENT WILL FRANCHISOR'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS TECHNOLOGY AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE LESSER OF (i) FIVE THOUSAND DOLLARS ($5,000.00) OR (ii) THE AGGREGATE AMOUNT PAID TO FRANCHISOR BY FRANCHISEE UNDER THIS TECHNOLOGY AGREEMENT IN THE TWELVE (12) MONTHS BEFORE THE LIABILITY.**

6. INTELLECTUAL PROPERTY

6.1. **Claims**. Franchisor or its licensors shall have the sole right and obligation to defend any suit or proceeding brought against Franchisee to the extent that such suit or proceeding is based on a claim that the Licensed Software or a part thereof (unless combined with any other software without Franchisor's permission or direction), used in the manner specified in this Technology Agreement, constitutes an infringement of any U.S. patent or copyright, or misappropriation of a trade secret; and Franchisee will afford prompt written notification to Franchisor or its service providers of any such claim and will provide to Franchisor or its service providers the authority, information and assistance from Franchisee which, in the judgment of Franchisor or its service providers, is needed for defense of any such claim. Franchisor will have the right, in its sole discretion and at its own expense, and without payment to Franchisee, to: (a) defend and/or settle any such claim; (b) procure for Franchisee the right to continue using the Licensed Software or part thereof; (c) modify the Licensed Software so that it is non-infringing and require Franchisee to use the Licensed Software as so modified; or (d) terminate this Technology Agreement and the rights granted hereunder. **THE FOREGOING STATES THE SOLE WARRANTY AND THE EXCLUSIVE REMEDY OF FRANCHISEE WITH RESPECT TO ANY ALLEGED PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR ALLEGED TRADE SECRET MISAPPROPRIATION.**

6.2. **Intellectual Property Notices**. Franchisee will not alter or delete the intellectual property notices or any other proprietary legends or marks as may be specified on the Licensed Software. The existence of an intellectual property notice will not cause, or be construed as causing, the Licensed Software to be in the public domain or to be a published copyright work.

7. PROPRIETARY INFORMATION

7.1. **Confidentiality**. Without limiting Franchisee's confidentiality obligations under the Agreement, Franchisee acknowledges that the Licensed Software constitutes proprietary and trade secret material. All copyright, patent, trade secret and other intellectual and proprietary rights in the Licensed Software, and any modification or alteration thereto, whether or not authorized by this Technology Agreement or Franchisor are and will remain the property of Franchisor or its service providers. Franchisee will protect the confidential nature of the Confidential Information by complying with the terms of this

Technology Agreement and any written guidelines with respect to those permitted access to the Confidential Information and to prevent the Confidential Information from being acquired by unauthorized persons and employees. Franchisee covenants and agrees: (a) to ensure that the Confidential Information is not disclosed, demonstrated, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Technology Agreement by its employees or agents; (b) to restrict access to the Confidential Information to only those employees of Franchisee with a need to know; and (c) not to permit any person or entity to take any action prohibited under this Technology Agreement.

7.2. **Protection**. Franchisee will protect Franchisor's Confidential Information against any unauthorized use or disclosure to the same extent that Franchisee protects its own confidential information, but in no event will use less than reasonable care. Franchisee agrees not to use Confidential Information received from Franchisor for any purpose other than to facilitate its performance under this Technology Agreement.

7.3. **Injunctive Relief**. If Franchisee fails to comply with the terms of this Section 7, Franchisee hereby acknowledges that such action or inaction will cause irreparable harm to Franchisor or its service providers, and that there will be no adequate remedy at law for Franchisor or its service providers, thereby necessitating injunctive relief against Franchisee. In such event, Franchisor will be entitled to recover from Franchisee the expenses, including, without limitation, reasonable legal fees and costs of obtaining such injunctive relief.

8. OWNERSHIP OF DATA; COMPLIANCE WITH PRIVACY LAWS.

8.1. **Ownership of Customer Data**. Franchisee acknowledges and agrees that Franchisor is the sole owner of all customer or guest data and information that is entered, compiled by and or used in conjunction with the System. Franchisee also acknowledges and agrees that the Computer System, the Licensed Software, and any related software, hardware, and data is not designed or intended to hold PII. Accordingly, Franchisee agrees to not enter, store or maintain such information within the Computer System or Licensed Software or otherwise. Before entering any customer or guest credit card information or PII, Franchisee agrees to comply with any security or privacy obligations as provided in the Agreement or otherwise specified in writing by Franchisor. If Franchisee violates these terms by placing or maintaining customer or guest credit card information or PII within the Computer System or the Licensed Software, Franchisor has the right to immediately terminate this Technology Agreement and Franchisee agrees, in addition to and not in substitution for the indemnity provided in Section 18.4 of the Agreement, to defend, indemnify, save and hold harmless the Franchisor Parties for any claims or breaches as provided under this Technology Agreement. In the event of a compromise or suspected compromise of any System data or a data breach, Franchisee shall provide immediate notice to Franchisor. Notwithstanding the foregoing, Franchisee remains solely liable for administrative, physical, technical, and procedural safeguards for securing and protecting the confidentiality, integrity, and privacy of such data and acknowledges and agrees that Franchisee's indemnification requirements set forth in this Technology Agreement apply to any and all data breaches suffered by Franchisee or Franchisor relating to such data.

8.2. **Privacy Laws**. Franchisor or its Affiliates may periodically specify in the Manuals or otherwise in writing the information that Franchisee may collect and maintain on the Computer System installed at the Motel, and Franchisee agrees to provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. In addition:

8.2.1. Franchisee agrees to abide by all applicable Privacy Laws.

8.2.2. Franchisee agrees to comply with Franchisor's Standards that it may issue (without any obligation to do so) pertaining to the privacy of consumer, employee, and transactional information.

8.2.3. If there is a conflict between Franchisor's Standards and Privacy Laws, Franchisee agrees to: (a) comply with the requirements of Privacy Laws; (b) immediately provide Franchisor written notice of such conflict; and (c) promptly and fully cooperate with Franchisor and its counsel in determining the most effective way, if any, to meet Franchisor's Standards pertaining to privacy and compliance within the bounds of Privacy Laws.

8.2.4. Franchisee agrees to not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to such policy. Franchisee agrees to implement at all times appropriate physical and electronic security as is necessary to secure its Computer System, including complex passwords that it changes periodically, and to comply with any Standards that Franchisor may issue in this regard.

8.3. **Response to Data Security Incidents**. Franchisee shall notify Franchisor as specified in the Manuals with twenty-four hours (or sooner if required by local law) after Franchisee (or its software partners, business partners, agents, or third-party service providers) discovers, is notified of, or reasonably suspects a Security Incident. Notwithstanding anything to the contrary in this Technology Agreement, to the extent that a Security Incident arises from or is related to Franchisee's or its software partners, business partners, agents, or third party service providers' processing of PII or other customer or guest data or use of or access to Franchisor's systems in breach of this section, Franchisee shall be responsible for the costs of responding, investigating, remediating and mitigating the Security Incident, and shall in good faith coordinate with Franchisor on the timing, content and manner of any remediation steps, and shall provide Franchisor the opportunity to review and comment on the content of any notices to authorities or customers or guests. Notwithstanding anything to the contrary in this Technology Agreement, Franchisee shall indemnify, defend, and hold harmless the Franchisor Parties from and against any fines, regulatory penalties, claims, actions, damages, liabilities, costs, expenses, or penalties, including reasonable lawyers' fees and expenses arising from a claim related to a violation of this Section 8.3.

9. INDEMNIFICATION BY FRANCHISEE

9.1. In addition to and not in substitution for the indemnity provided in Section 18 of the Agreement, Franchisee hereby expressly agrees to indemnify and hold harmless the Franchisor Parties from and against any claims, losses, costs, expenses (including, without limitation, reasonable legal fees), liabilities and damages, other than those specified in Section 6.1, arising out of or related to this Technology Agreement and/or Franchisee's use of the Licensed Software including but not limited to: (i) any breach of any representation or warranty made by Franchisee in this Technology Agreement; (ii) any non-fulfillment or breach by Franchisee of any of its agreements, covenants or obligations in this Technology Agreement; or (iii) any reckless, malicious, or other tortious conduct by Franchisee in connection with the obligations under this Technology Agreement.

10. ASSIGNMENT

10.1. **Franchisee's Right to Transfer**. Without the express prior written consent of Franchisor, which may be arbitrarily withheld, Franchisee will not directly or indirectly sublicense, transfer, sell, donate, rent, lease, loan, convey, translate, demonstrate, convert to another programming, spoken or written language, encumber, distribute or otherwise assign this Technology Agreement, the rights granted hereunder, the Licensed Software or any interest therein.

10.2. **Consent to Transfer**. Notwithstanding the provisions of Section 10.1 above, Franchisor will approve the transfer of this Technology Agreement in conjunction with a transfer of the Agreement, which has been approved by Franchisor pursuant to Section 13 of the Agreement. Franchisor may, at its sole option, require transferee to execute the then-current form of technology agreement or other agreement.

10.3. **Franchisor's Right to Transfer**. Franchisor may transfer or assign this Technology Agreement or any part of its rights or obligations under this Technology Agreement to any person, Affiliate or legal entity, provided that the transferee accepts Franchisor's assignment.

11. GENERAL PROVISIONS

11.1. **Compliance with all Laws; Partial Invalidity**. Each party to this Technology Agreement agrees that it will perform its obligations hereunder in accordance with all applicable Laws, rules and regulations now or hereafter in effect. If any term or provision of this Technology Agreement is found to be illegal or unenforceable, then such provision notwithstanding, this Technology Agreement remains in full force and effect and such term or provision is deemed stricken.

11.2. **Amendments**. No amendment to this Technology Agreement is effective unless it is in writing and signed by duly authorized representatives of both parties.

11.3. **Waiver**. No term or provision hereof is deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, does not constitute a consent to, waiver of or excuse for any other different or subsequent breach of any term or provision.

11.4. **Authority**. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Technology Agreement, and the person signing this Technology Agreement on behalf of each has been properly authorized and empowered to enter into this Technology Agreement.

11.5. **Notices**. All notices given under this Technology Agreement must be given as provided for in the Agreement, using the information for notices set forth therein.

11.6. **Applicable Law**. The parties agree that the provisions of Section 23 (Applicable Law) of the Agreement are incorporated by reference into this Technology Agreement as if they were printed in this Technology Agreement.

11.7. **Force Majeure**. Neither party is liable for any delay, failure in performance, loss or damage due to an event of Force Majeure; provided, however, that the party claiming such Force Majeure event must immediately notify the other party of the Force Majeure event and must diligently attempt to continue to perform in spite of such cause of delay.

11.8. **Legal Fees and Expenses**. If any lawsuit or action is brought to enforce this Technology Agreement or as a result of a dispute under this Technology Agreement, the prevailing party in such litigation will be entitled to recover its reasonable costs and expenses of litigation (including, without limitation, reasonable legal fees, court costs, and expenses of litigation) in addition to any other recovery or relief to which it is entitled.

11.9. **Statute of Limitation**. No action, regardless of form, arising out of this Technology Agreement, may be brought by either party more than three years (3) after the cause of action has accrued.

11.10. **Entire Agreement**. This Technology Agreement constitutes the entire agreement between Franchisor and Franchisee concerning the subject matter hereof and supersedes all prior agreements concerning the same subject matter, no other representations having induced Franchisee to execute this Technology Agreement.

11.11. **Capitalized Terms.** Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Agreement. Except as otherwise expressly set forth herein, all terms and conditions of the Agreement will fully apply to this Technology Agreement as if set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Technology Agreement to be executed by its duly authorized representative as of the Effective Date.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

Technology License and Services Agreement
Schedule A

Required Licensed Software Fees:

Licensed Software [4]	Ongoing Fees [4]	Payment Due Date [4]
Property Management Software [1]	$3.50 per Authorized Guest Room	Monthly
Revenue Management System [2]	Included in IT Services Fee[3]	Monthly
Learning@Lightspeed	$500 to $1000	Annually

[1] Currently the Required Property Management Software is HotelKey.

[2] Currently the required Revenue Management System is G6ROW.

[3] Currently the IT Services Fee of $300 plus $3.05 per Authorized Guest Room includes G6ROW, IT Service Desk, IT Program Delivery Office, Core IT Security, Integration of Core Systems, and Core Systems Monitoring.

[4] Franchisor reserves the right to periodically change or adjust the Licensed Software, the amount of the ongoing fees (including the IT Services Fee) and/or the payment due dates, as Franchisor deems necessary in its sole discretion.

ATTACHMENT 5 TO FRANCHISE AGREEMENT
INSURANCE REQUIREMENTS

Without limiting any other obligation or liability of Franchisee under the Agreement, Franchisee agrees that Franchisee will, on execution of the Agreement and throughout the Term, at its sole cost and expense, without gap or interruption, procure and maintain insurance coverage, with limits and conditions not less than those specified below.

1. Commercial General Liability Insurance, written on an ISO occurrence form (or a substitute form providing equivalent coverage), including but not limited to Innkeepers legal liability, premises-operations, broad form property damage, products/completed operations, contractual liability, liability assumed under a insured contract, independent contractors, personal injury and advertising including coverage for libel, slander, defamation, false arrest, detention, or imprisonment, malicious prosecution, wrongful entry, and invasion of privacy. The commercial general liability will include limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate and products/completed operations aggregate of $2,000,000. Defense costs shall be outside of and in addition to these limits. Policy limits and aggregate must be provided on a "per location" basis, if a master policy provides coverage to more than one location. Additionally, innkeeper's legal liability coverage must be provided, at a minimum sublimit of $25,000 per occurrence, $5,000 for each guest. If alcoholic beverages are sold at the Motel, Dram Shop/Liquor Liability insurance will also be provided with limits of not less than $5,000,000, per occurrence. Assault and Battery and Abuse and Molestation exclusions (or any similar exclusions excluding or limiting coverage for assault, battery, abuse, molestation, rape or any other similar or related crime or conduct) must not be included in the policy and must be covered to the full extent of the general liability and umbrella limit(s) without limitations. Any Sub-limits on this policy must be disclosed and included on the certificate of insurance to the Franchisor. Coverage will be primary and non-contributory to any other insurance available to Franchisor. The form adding the Franchisor Parties as additional insureds shall not be limited to franchisor-related activities or any other specified activities. A copy of the Additional Insured endorsement form shall be attached to the Certificate of Insurance.

2. Worker's Compensation Insurance with benefits afforded under the laws of the state in which the services are to be performed and Employers Liability insurance with minimum limits of (a) the greater of (i) those required by law or (ii) $500,000 for bodily injury each accident, (b) $500,000 for bodily injury by disease policy limit, and (c) $500,000 for bodily injury by disease each employee. Franchisee must carry this insurance regardless of waiver or exemptions of coverage under state statue. The policy must include a subrogation endorsement acknowledging that, to the extent permitted by law and without affecting the coverage provided by the policy, Franchisee waives on behalf of itself and the insurer all rights to assert claims for any losses, damages, liabilities, and expenses, including but not limited to attorney's fees, against Franchisor for damages to the extent proceeds realized from the policy are applied to such losses, damages, liabilities, and expenses.

3. Business Automobile Liability Insurance including coverage for all owned, hired, and non-owned vehicles with a combined single limit including bodily injury and property damage of not less than $1,000,000 each accident. This policy must include an endorsement naming the Franchisor Parties as an additional insured. The policy must also include a subrogation endorsement acknowledging that, to the extent permitted by law and without affecting the coverage provided by the policy, Franchisee waives on behalf of itself and the insurer all rights to assert claims for any losses, damages, liabilities, and expenses, including but not limited to attorney's fees, against Franchisor for damages to the extent proceeds realized from the policy are applied to such losses, damages, liabilities, and expenses.

4. Excess Liability (Umbrella) Insurance with a minimum limit of $5,000,000 per occurrence and aggregate. This policy will be in excess of the General Liability, Employer's Liability and Automobile Liability policies and follow the form or at least as broad in coverage. Assault and Battery, Abuse and

Molestation (or any similar exclusions excluding or limiting coverage for assault, battery, abuse, molestation, rape or any other similar or related crime or conduct) must not be excluded from the Excess Liability Policy and must be covered to the full extent of the general liability and umbrella limit(s) without limitations. This policy must include an endorsement naming the Franchisor Parties as an additional insured under the policy. The form adding Franchisor Parties as additional insureds shall not be limited to franchisor-related activities or any other specified activities. The additional Insured coverage shall be primary without right of contribution from any other insurance available to the Additional Insured, and the amount of the carrier's liability under the Franchisee's policy shall not be reduced by the existence of such other insurance. The policy must also include a subrogation endorsement acknowledging that, to the extent permitted by law and without affecting the coverage provided by the policy, Franchisee waives on behalf of itself and the insurer all rights to assert claims for any losses, damages, liabilities, and expenses, including but not limited to attorney's fees, against Franchisor for damages to the extent proceeds realized from the policy are applied to such losses, damages, liabilities, and expenses.

5. Property Insurance will be written on a special cause of loss form, insuring all real property including the Motel, contents, fixtures, equipment, improvements and betterments on a full replacement cost value. Property policy will include business interruption insurance in an amount necessary to cover losses sustained for a period of at least twelve (12) months. Franchisor will be named as a loss payee with respects to the business interruption coverage covering royalties and other fees paid to Franchisor under this contract. The property insurance will include the following coverage: (a) Flood - if property is identified by the Federal Emergency Management Agency (FEMA) as an area having special flood hazards; (b) earthquake - if the property is located in an earthquake zone; and (c) boiler and machinery or equipment breakdown - if the property has steam boiler or other pressure-fixed vessels in operation, as required by increased ordinance and/or law. Terrorism coverage is strongly recommended. Policy will not contain a co-insurance provision. In the event of damage or destruction to the Motel, unless mortgagee requires otherwise, the proceeds of any such insurance will be used to repair or restore the Motel in accordance with Renovation or Construction Plans and specifications prepared by Franchisee and approved in writing by Franchisor.

6. Crime and Employee Dishonesty Insurance with a minimum limit of $100,000 and covering all losses arising as a result of theft, forgery and alteration, computer fraud, funds transfer fraud, money and securities fraud, counterfeit money, or other dishonest conduct by any persons, whether or not employees of Franchisee, guests, invitees, contractors or subcontractors, or others.

7. Cyber Insurance with a minimum limit of $1,000,000 and covering without limitation, network security failures, data breaches, ransomware and other cyber extortion, business interruption, data recovery, privacy incidents, incident response expenses, notices to affected persons and entities, credit monitoring and security and privacy liability. This policy must include an endorsement naming Franchisor Parties as additional insureds.

8. General Requirements

    a) Franchisee's purchase of insurance will not in any way limit Franchisee's liability under the Agreement. All coverage's must be written on an occurrence basis and must be maintained without interruption from the date of the Agreement until the date of termination of the Agreement. To the extent that Cyber Insurance and Crime and Employee Dishonesty Insurance is not commercially available on an occurrence basis, the Franchisee may obtain Cyber Insurance and Crime and Employee Dishonesty Insurance on a claims made basis and, in that event, shall also secure "tail" coverage for a period of no less than three (3) years on such policies following any expiration or termination of the Agreement.

b) Franchisee will be liable for the payment of any deductible amount under Franchisee's insurance policies maintained. Franchisee's insurance deductible or self-insured retention will not exceed Ten Thousand and 00/100 Dollars ($10,000) or an amount approved by Franchisor and such amount will be evidenced on the certificate of insurance.

c) On execution of the Agreement, at least 10 days before expiration of the policies, and each time a change is made in any insurance policy or insurance carrier throughout the Term of the Agreement, Franchisee shall deliver an ACORD 25 certificate of liability and an ACORD 28 evidence of property coverage to Franchisor, demonstrating compliance with the insurance requirements set forth in the Agreement, identifying the Franchisor Parties as additional insureds, along with the name and address of the Motel, and applicable endorsements. Franchisee must provide evidence of renewal of each policy in compliance with then current insurance requirements before the expiration date of such insurance. Franchisee must provide evidence showing that the premiums for the insurance policies listed on the certificates have been paid. The certificates of insurance must include the coverages and wording required as outlined in subsections 1 through 7.

d) Franchisee will provide 30 days prior written notice of any intent not to renew such policy(ies) or to cancel, replace or alter the policy(ies) by reducing required coverage, sent to:

G6 Hospitality Franchising LLC
Attn: Franchise Department
4001 International Parkway
Carrollton, TX 75007
Email: G6RiskFranchise@g6hospitality.com

e) The policies must be written with insuring company(ies) with AM Best financial strength ratings of "A-" or higher and financial size categories of "VII" or greater.

f) The policies listed in subsections 1, 3, 4 and 7 will include an endorsement naming Franchisor and the Franchisor Parties as an additional insured.

g) To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained, Franchisee waives on behalf of itself and its insurer all rights to assert claims for any losses, damages, liabilities, and expenses, including but not limited to attorney's fees, against the Franchisor Parties for damages to the extent proceeds realized from policies of insurance maintained or required to be maintained in connection with products and/or services provided under the Agreement are applied to such losses, damages, liabilities, and expenses. The policies listed in subsections 1, 2, 3, 4, 6 and 7 will include an endorsement acknowledging such waiver of subrogation in favor of the Franchisor Parties.

h) Franchisee will require its subcontractors to maintain coverage not less than those specified under this section.

i) A full and complete copy of any insurance policy required hereunder shall be provided by Franchisee to Franchisor within five (5) days after Franchisor's request, and Franchisee hereby consents to any of its insurers and/or insurance brokers providing a full and complete copy of the insurance policy to Franchisor.

j) If the Franchisor Parties are required to be an additional insured on any policy, that coverage provided to such additional insureds shall be on terms no less favorable than those provided to the named insureds and the Franchisor Parties shall be covered regardless of whether the Franchisee is or not also a defendant and regardless of whether any of the Franchisor Parties

are or are not alleged to be negligent. Furthermore, the insured v. insured exclusion shall not apply to any claims by any Franchisor Parties against Franchisee or Guarantors and vice versa.

k) The stated coverage minimums are in U.S. Dollars. The insurance obtained must meet or exceed these standards based on current currency conversions.

l) All insurance shall be primary (except for the umbrella coverage, which may be excess to the indicated policies) and non-contributory with respect to any other insurance which may be available to any Franchisor Party.

m) No sub-limits on any insurance policy (other than those explicitly permitted herein) are allowed without Franchisor's advance written permission.

n) Each policy must contain a separation of insureds clause pursuant to which no insured can trigger an exclusion or otherwise void or impair coverage for any other insured.

o) Within three business (3) days of its receipt, Franchisee will provide notice to Franchisor of any claim or suit arising out of or in connection with its operation of the Motel that names Motel 6 or an Affiliate, arises out of a death or serious injury, or arises out of any material event that affects the Motel 6 Brand and will be sent to:

G6 Hospitality Franchising LLC
Attn: Franchise Department
4001 International Parkway
Carrollton, TX 75007
Email: G6RiskFranchise@g6hospitality.com

ATTACHMENT 6 TO FRANCHISE AGREEMENT
GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

As an inducement to and as additional consideration for Franchisor to enter into the Agreement with Franchisee, the undersigned, jointly and severally, hereby unconditionally agree to guarantee to Franchisor and the Franchisor Parties the due, complete, and punctual performance and observance of all of Franchisee's financial obligations under the Agreement including, without limitation, the due and timely performance of all payment obligations ("Guarantee"). Additionally, each Guarantor shall submit to Franchisor, on written request, a copy of its financial statement.

On demand by Franchisor, the undersigned will immediately make each payment required of Franchisee under the Agreement, including damages, costs and expenses owed by Franchisee, payments due under any indemnification claim for reimbursement and all other duties and obligations that are susceptible to being satisfied by payment. This Guarantee is a guarantee of payment, and not of collection. This Guarantee is a primary obligation of the undersigned and is an unconditional, absolute, irrevocable present and continuing obligation and guarantee of performance and is not subject to any defense other than that of full prior performance. The undersigned hereby waive any right to require the Franchisor Parties to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Franchisee and agree to be bound by all such amendments and changes to the Agreement.

In addition to and not in substitution for the indemnity provided in Section 18 of the Agreement, the undersigned, jointly and severally, hereby unconditionally agree to defend (with counsel acceptable to the Franchisor Parties), protect, indemnify and hold harmless the Franchisor Parties, to the fullest extent permitted by law, from and against all first and third party claims, court and other costs, damages, demands, expenses, fees (consultant, expert, investigative, and legal), fines, liabilities, and losses incurred in connection with any action, suit, proceeding, claim, demand, investigation, formal or informal inquiry, or any settlement costs (whether or not a formal proceeding or action has been instituted) incurred in connection with or arising from any cause whatsoever which may arise out of, or in connection with, Franchisee's ownership, construction, renovation, establishment or operation of the Motel, the performance of Franchisee, its employees or agents under the Agreement, and any related agreements with Franchisor or its Affiliates, or the default by Franchisee or its Owners of any representation or warranty therein.

THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE TO BE INDIVIDUALLY BOUND BY ALL OF THE TERMS OF THE FRANCHISE AGREEMENT, INCLUDING, IN PARTICULAR, THOSE CONTAINED IN SECTIONS 8, 9, 13, 16, 18 AND 23 OF THE FRANCHISE AGREEMENT. THESE SECTIONS CONTAIN A NUMBER OF PROVISIONS THAT MAY AFFECT THE LEGAL RIGHTS OF THE UNDERSIGNED, INCLUDING A WAIVER OF JURY TRIAL, WAIVER OF PUNITIVE OR EXEMPLARY DAMAGES AND LIMITATIONS ON WHEN CLAIMS MAY BE RAISED.

This Guarantee shall terminate on the termination or expiration of the Agreement, except with respect to any and all obligations and liabilities which arose or accrued under the Agreement on or before the effective date of such termination, in which case this Guarantee shall remain in full force and effect until such obligations or liabilities have been fully satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. On the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

The undersigned shall pay the Franchisor Parties all costs and expenses (including, but not limited to, legal fees, court costs, and expenses of litigation) incurred by the Franchisor Parties in connection with any action brought by the Franchisor Parties to enforce this Guarantee or any other action related to or arising out of this Guarantee in which any of the Franchisor Parties is deemed to be the prevailing party. Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement and shall be interpreted and construed in accordance with Section 23 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Texas. In the event of any conflict of law, the laws of Texas shall prevail, without regard to, and without giving effect to, the application of the State of Texas conflict-of-law rules.

All notices pursuant to this Agreement shall be in writing and shall be personally delivered; mailed by registered or certified mail, return receipt requested; or dispatched by overnight delivery, or by email to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Chief Development Officer
G6 Hospitality Franchising LLC
4001 International Parkway
Carrollton, Texas 75007
G6legalfranchisecontracts@g6hospitality.com

With a copy to: General Counsel
G6 Hospitality Franchising LLC
4001 International Parkway
Carrollton, Texas 75007
g6legalcontracts@g6hospitality.com

Notices to Franchisee: _____
_____
_____
_____
_____

Notice shall be deemed to have been received as follows: by personal delivery - at the time of delivery; by overnight delivery service - on the next business day following the date on which the notice was given to the overnight delivery service; by registered or certified mail, return receipt requested - three (3) days after the date of mailing; and by email – at the time the email is transmitted to the recipient.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the Effective Date of the Agreement.

GUARANTORS

_____

_____

STATE SPECIFIC ADDENDA
TO FRANCHISE AGREEMENT

Hawaii Addendum

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. The following sentence is added to the end of Section 2.2.6, under the heading "Term and Renewal":

> The general release requirement excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

2. The following sentence is added to the end of Section 13.5.6, under the heading "Transfer by Franchisee":

> The general release requirement excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. The following new Section 14.7 is added, under the heading "Default and Termination":

> Notwithstanding anything to the contrary in this Section 14, Franchisor shall comply with Hawaii law which currently requires that Franchisor compensate Franchisee on termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Franchisor or a supplier designated by Franchisor. Personalized materials which have no value to Franchisor need not be compensated for. If Franchisor refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Franchisor, Franchisor, in addition, must compensate Franchisee for the loss of goodwill. Franchisor may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Franchisor.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Agreement as of the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

Illinois Addendum

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 *et seq*., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 14 of the Agreement, under the heading "Default and Termination," shall be supplemented by the addition of the following new subsection 14.7, which shall be considered an integral part of the Agreement:

14.7 If any of the provisions of this Section 14 concerning termination or non-renewal are inconsistent with Sections 19 and 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 22 of the Illinois Franchise Disclosure Act states that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void." Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." If this Agreement contains a provision that is inconsistent with the Illinois Franchise Disclosure Act of 1987, the Illinois Act will control. In recognition of those provisions, the following modifications are made to Section 23 of the Agreement, under the heading "Applicable Law".

A. Subsection 23.1 shall be amended by adding the following sentence to the end of that Section: "Notwithstanding any provisions of this Section 23.1 or its subsections, Illinois law shall govern any claim arising under the Illinois Franchise Disclosure Act".

B. Subsection 23.3 shall be amended by the addition of the following sentence at the end of the subsection: "In the event of conflict between the foregoing provisions and the provisions of the Illinois Franchise Disclosure Act of 1987, the provisions of the Illinois Act shall control."

C. Subsection 23.5 shall be amended by adding the following sentence to the end of that Section: "Notwithstanding any provisions of this Section 23.5 or its subsections, Illinois law shall govern any claim arising under the Illinois Franchise Disclosure Act."

D. Subsection 23.6 shall be amended by adding the following sentence to the end of that Section: "Notwithstanding any provisions of this Section 23.6 or its subsections, Illinois law shall govern any claim arising under the Illinois Franchise Disclosure Act."

Except as expressly set forth above, the provisions of Section 23 shall remain unchanged.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Agreement as of the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

Maryland Addendum

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates, and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the Applicant may have under the Maryland Franchise Registration and Disclosure Law;

2. Section 23 of the Agreement, under the heading "Dispute Resolution":

A. Section 23.1 of the Agreement shall be deleted in its entirety and shall have no force and effect, and the following shall be substituted in lieu thereof:

> 23.1 This Agreement takes effect on its acceptance and execution by Franchisor in Texas, and shall be interpreted and construed under the laws of the State of Texas, except for claims arising under the Maryland Franchise Registration and Disclosure Law. In the event of any conflict of law, the laws of Texas shall prevail, without regard to, and without giving effect to, the application of Texas conflict of law rules.

B. Subsections 23.1.1 and 23.1.2 shall remain unchanged.

C. Section 23.3 of the Agreement shall be amended by the addition of the following sentence at the end of the Section: "In the event of any conflict between the foregoing provisions and the provisions of the Maryland Franchise Registration and Disclosure Law, the provisions of the Maryland Law shall control."

3. Section 23.5 of the Agreement shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 23.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Motel, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred, except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Maryland Addendum to the Agreement on the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

Minnesota Addendum

In recognition of the requirements of the Minnesota Franchises law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 7 of the Agreement, under the heading "Proprietary Marks" shall be amended by the addition of the following new Section 7.8, which shall be considered an integral part of the Agreement:

7.8 Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), G6 Hospitality Franchising LLC is required to protect any rights Franchisee may have to Franchisor's Proprietary Marks.

2. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest" shall be deleted in its entirety and shall have no force or effect; and the following Section shall be inserted in lieu thereof:

13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. Section 14 of the Agreement, under the heading "Default and Termination" shall be supplemented by the addition of the following new Section 14.7, which shall be considered an integral part of the Agreement:

14.7 Minnesota Law provides Franchisee with certain termination rights. Minn. Stat. § 80C.14 (subd. 3) currently requires, except in specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

4. Section 23.5 of the Agreement, under the heading "Dispute Resolution" shall be deleted in its entirety and have no force or effect, and the following shall be substituted in lieu thereof:

23.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Motel, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

5. Sections 23.7 and 23.8 of the Agreement, under the heading "Dispute Resolution" shall be deleted in their entirety, and shall have no force or effect; and the following paragraphs shall be substituted in lieu thereof:

23.7 Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.

23.8 DELIBERATELY OMITTED

6. Section 23 of the Agreement, under the heading "Dispute Resolution" shall be supplemented by the addition of the following new Section, which shall be considered an integral part of the Agreement:

23.10 Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

7. Section 23 of the Agreement, under the heading "Dispute Resolution" shall be supplemented by the addition of the following new Section which shall be considered an integral part of the Agreement:

23.11 Minnesota Law provides Franchises with certain termination, non-renewal and Transfer rights. Minn. Stat. § 80C.14 (Subd. 3, 4 and 5) currently require, except in certain specified cases, that a Franchise be given 90 days written notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement and that consent to the Transfer of the Franchise not be unreasonably withheld.

8. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Minnesota Addendum to the Agreement on the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

New York Addendum

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, provided however, that all the rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 23.7 of the Agreement, under heading "Dispute Resolution" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 23.7 Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for seeking orders and preliminary injunctions.

3. Section 23 of the Agreement, under the heading "Dispute Resolution" shall be supplemented by the addition of the following new Section 23.10, which shall be considered an integral part of the Agreement:

> 23.10 Nothing in this Agreement should be considered a waiver of any right conferred on Franchise by New York General Business Law, Article 33, Sections 680-695.

4. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or the Franchise will be operated in New York. Franchisor is required to furnish a New York prospectus to every prospective Franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this New York Addendum to the Agreement on the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

North Dakota Addendum

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading "Term" shall be amended by the addition of the following at the end of the Section:

> "To the extent that the foregoing requirement to sign a general release on renewal of the Agreement conflicts with the North Dakota Franchise Investment Law, the North Dakota law will control."

2. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as Franchisee may have under the North Dakota Franchise Investment Law.

3. Section 14.6 of the Agreement, under the heading "Default and Termination" shall be amended by the addition of the following at the end of the Section: "A requirement that the Franchisee pay a termination penalty may be unenforceable under the North Dakota Franchise Investment Law."

4. Section 23.1 of the Agreement, under the heading "Dispute Resolution" shall be amended by the addition of the following at the end of the Section:

> "To the extent that the foregoing governing law provisions conflict with the North Dakota Franchise Investment Law, the North Dakota Law will control."

5. Section 23.3 of the Agreement, under the heading "Dispute Resolution" shall be amended by the addition of the following at the end of the Section:

> "Any provision of this Agreement that requires litigation to be conducted in a forum other than the State of North Dakota is void with respect to claims under the North Dakota Franchise Investment Law."

6. Section 23.5 of the Agreement, under the heading "Dispute Resolution" shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 23.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Motel, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred, except with respect to claims arising under the North Dakota Franchise Investment Law. Any provision that provides that the parties waive their right to a jury trial may not be enforceable under the North Dakota Franchise Investment law.

7. Section 23.6 of the Agreement, under the heading "Dispute Resolution" shall be amended by the addition of the following at the end of the Section:

"To the extent that the foregoing waiver of punitive and exemplary damages conflict with the North Dakota Franchise Investment Law, the North Dakota law will control."

8. If the North Dakota Franchise Investment Law does not apply to the offer or sale of the Franchise described in the franchise disclosure document and offered to Franchisee, the provisions of this Addendum will not be effective.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this North Dakota Addendum to the Agreement on the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

Rhode Island Addendum

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. A. Section 23.1, under the heading "Dispute Resolution," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

23.1 This Agreement takes effect on its acceptance and execution by Franchisor in Texas, and the entering into, performance and interpretation of this Agreement shall be governed, construed and interpreted by the laws of the State of Texas; except with respect to any cause of action which arises under the Rhode Island Franchise Investment Act. In the event of any conflict of law, the laws of Texas shall prevail, without regard to, and without giving effect to, the application of Texas conflict-of-law rules.

B. Subsections 23.1.1 and 23.1.2 shall remain unchanged.

C. Section 23.3 of the Agreement, under the heading "Dispute Resolution," shall be amended by the addition of the following sentence at the end of the Section: "In the event of a conflict between the foregoing provisions and the provisions of the Rhode Island Franchise Investment Act, the provisions of the Rhode Island Act shall control."

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Rhode Island Addendum to the Agreement on the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

Washington Addendum

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Agreement in your relationship with the Franchisor including the areas of termination and non-renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with the Franchisor including areas of termination and renewal of your franchise.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a Franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

If the Agreement requires litigation or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington Law.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Washington Addendum to the Agreement on the same date that the Agreement was executed.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date:_____

FRANCHISOR
G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date:_____

DUAL BRAND ADDENDUM TO MOTEL 6 FRANCHISE AGREEMENT

This Dual Brand Addendum to Motel 6 Franchise Agreement ("Addendum") is made and entered into between Franchisor and Franchisee as of the Effective Date.

RECITALS:

Franchisor and Franchisee are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Motel 6 Agreement") for the establishment and operation of a Motel 6 Motel to be located at the Approved Location ("Motel 6 Motel"), on the terms and conditions described in the Motel 6 Agreement.

Franchisor and Franchisee also are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Studio 6 Agreement") for the establishment and operation of a Studio 6 extended stay motel to be located at the Approved Location ("Studio 6 Motel"), on the terms and conditions described in the Studio 6 Agreement.

The Motel 6 Motel and the Studio 6 Motel are both owned and operated by Franchisee and otherwise satisfy Franchisor's requirements for dual branded Motel 6 and Studio 6 properties ("Dual Brand Operation"). This Addendum modifies the Motel 6 Agreement to reflect changes resulting from the Dual Brand Operation and to memorialize the parties' intent that at all times during the term of the Motel 6 Agreement and the Studio 6 Agreement (including any renewal term) each of the Motel 6 Motel and the Studio 6 Motel will be operated together by the same person or entity.

Contemporaneously with the execution of this Addendum, Franchisee and Franchisor will enter into a Dual Brand Addendum to the Studio 6 Agreement to modify the terms and conditions of the Studio 6 Agreement in substantially the same manner as set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the Motel 6 Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms shall have the meanings given to them herein, or if not defined, then as defined in the Motel 6 Agreement.

2. Definitions. The following defined terms are hereby added to the Definitions in Attachment 1 to the Motel 6 Agreement in the appropriate alphabetical order:

   "Studio 6 Agreement" means that certain Studio 6® Agreement (including all Attachments and Addenda), dated as of the Effective Date between Franchisor and Franchisee.

   "Studio 6 Motel" means that certain Studio 6® extended stay motel to be operated by Franchisee or a manager consented to by Franchisor under the terms of the Studio 6 Agreement.

3. Expiration Date. Item 8 of Attachment 2 to the Motel 6 Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement will expire on the earlier of (i) _____ years after the Opening Date or (ii) the expiration or termination of the Studio 6 Agreement."

4. Renewal of Motel 6 Agreement. In addition to satisfying all of the terms and conditions for renewal set forth in Section 2.2 of the Motel 6 Agreement, the Motel 6 Agreement and the Studio 6 Agreement must both be renewed (i) at the same time, (ii) on the same date and (iii) for an identical renewal period such that the scheduled expiration date of the Motel 6 Agreement and the Studio 6 Agreement after renewal are the same. Franchisee acknowledges and agrees that, in connection with any renewal, it must continue to be the franchisee under both the Motel 6 Agreement and the Studio 6 Agreement and that any renewal of the Motel 6 Agreement and the Studio 6 Agreement is subject to Franchisor's right, in its sole discretion, to approve Franchisee's renewal applications with respect to the applicable agreement.

5. Transfer. In addition to satisfying all of the terms and conditions applicable to any proposed Transfer, Franchisee acknowledges and agrees that no direct or indirect interest in Franchisee, the Motel 6 Motel, the Motel 6 Agreement, or substantially all of the assets of the Motel 6 Motel may be Transferred to any Person unless, simultaneously with such Transfer, the same Person also acquires the same interest in Franchisee, the Studio 6 Motel, the Studio 6 Agreement, or substantially all of the assets of the Studio 6 Motel in accordance with the terms and conditions of the Studio 6 Agreement.

6. Default and Termination. Section 14 of the Motel 6 Agreement is hereby amended as follows:

   A. A new Section 14.2.11 is hereby added as follows together with conforming changes deleting the "or" at the end of Section 14.2.9 and adding it to the end of Section 14.2.10:

      "14.2.11. If the Studio 6 Agreement expires or is terminated for any reason."

   B. The first sentence of Section 14.4 is hereby deleted and replaced with the following:

      "14.4. Except as provided in Sections 14.1, 14.2, and 14.3 of this Agreement, if Franchisee fails to maintain or observe any of the Standards prescribed by Franchisor in this Agreement, the Studio 6 Agreement, the Manuals, or otherwise in writing, Franchisor may terminate this Agreement by giving Franchisee written notice of termination (in the manner set forth under Section 20 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof of the cure to Franchisor, all within the thirty (30) day period."

7. Additional Conditions, Amendments and Provisions Applicable to Dual Brand Operation.

   A. *Requirement for Common Control*. Franchisee acknowledges that Franchisor is willing to consent to the Dual Brand Operation and the terms of this Addendum only for so long as the Motel 6 Motel and the Studio 6 Motel are both owned by Franchisee. Failure to retain common control of the Motel 6 Motel and the Studio 6 Motel by Franchisee will constitute a default under Section 14.4 of the Motel 6 Agreement.

   B. *Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation*. Franchisee and Franchisor acknowledge and agree that the fees and charges payable by Franchisee described on Exhibit A to this Addendum and which are applicable to the Motel 6 Motel and the Studio 6 Motel will be modified to the extent set forth on Exhibit A. Franchisee acknowledges that, except to the extent such fees and charges are expressly

modified under Exhibit A, Franchisee will pay all fees and charges in accordance with the Motel 6 Agreement and the Standards.

C. *Use of the Approved Location*. Pursuant to Section 5.2.1 of the Motel 6 Agreement, Franchisor hereby consents to the operation of both the Motel 6 Motel and the Studio 6 Motel at the Approved Location so long as Franchisee complies in all respects with the terms and conditions of the Motel 6 Agreement and this Addendum, and the Studio 6 Agreement, and its Addendum.

D. *Repair of Motel 6 Motel and Studio 6 Motel Following Casualty Event*. Franchisee acknowledges and agrees that the terms and conditions of Section 5.16 apply collectively with respect to the Motel 6 Motel and the Studio 6 Motel (*i.e.*, references to "Motel" in Section 5.16 shall be deemed to collectively reference the Motel 6 Motel and the Studio 6 Motel). For avoidance of doubt, if a fire or other casualty event occurs and the cost to repair such damage is reasonably estimated to be not less than fifty percent (50%) of the collective fair market value of the Motel 6 Motel and the Studio 6 Motel, Franchisee shall expeditiously repair the damage and otherwise comply with all terms and obligations of the Motel 6 Agreement and the Studio 6 Agreement.

E. *Condemnation.* Franchisee acknowledges and agrees that the terms and conditions of Section 5.17 apply collectively with respect to the Motel 6 Motel and the Studio 6 Motel (*i.e.*, references to "Motel" in Section 5.17 shall be deemed to collectively reference the Motel 6 Motel and the Studio 6 Motel). For the avoidance of doubt, the proposed taking of any portion of the Motel by condemnation, eminent domain, or similar proceeding will be evaluated based on whether the proposed taking is significant enough to render the continued operation of the Motel (collectively) in accordance with the Standards impractical to determine whether or not the Agreement will terminate.

F. *Amendments to Manuals for Dual Brand Operation*. Franchisee acknowledges and agrees that Franchisor may, in its sole discretion, supplement, amend or otherwise modify the Manuals to take into account the Dual Brand Operation. Such supplements, amendments or modifications may include, without limitation, items necessary to address the requirements for the Dual Brand Operation of the Motel 6 Motel and the Studio 6 Motel (e.g., uniforms, amenities, etc.). Franchisee will comply in all respects with the Manuals, as adapted for the Dual Brand Operation.

G. *Training and Operation of the Motel 6 Motel and the Studio 6 Motel*. Franchisor and Franchisee acknowledge and agree that one Manager and the same motel staff will be permitted to operate both the Motel 6 Motel and the Studio 6 Motel so long as such Manager and staff satisfy the requirements of Section 5.3 of the Motel 6 Agreement and the Studio 6 Agreement, including, without limitation, all of Franchisor's training requirements. The applicable training for Franchisee's Manager and motel staff may be supplemented, amended, or otherwise modified by Franchisor to take into account the nature of the Dual Brand Operation.

H. *Access to Manuals and Confidential Information*. So long as Franchisee is in compliance in all respects with the terms and conditions of the Motel 6 Agreement and the Studio 6 Agreement (including, the terms and conditions of this Addendum and the requirement for Franchisor to consent to the Dual Brand Operation), Franchisee will be permitted to grant its Manager and motel staff access to the applicable Manuals for both the Motel 6 Motel and the Studio 6 Motel and such grant of access to the applicable Manuals will not be

deemed to be a breach of the confidentiality provisions of the Motel 6 Agreement (including Section 8 and Section 9).

I. *Compliance with Applicable Standards*. Franchisee acknowledges and agrees that it will operate both the Motel 6 Motel and the Studio 6 Motel in accordance with the Standards, as such Standards may be periodically modified by Franchisor to take into account the Dual Brand Operation.

8. Acknowledgments of Franchisee and Guarantors.

A. Franchisee acknowledges and agrees that it is a material consideration to Franchisor that the Motel 6 Motel and the Studio 6 Motel at the Approved Location will continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements. Franchisee understands and agrees that any event of default, termination, non-renewal or transfer affecting the Motel 6 Motel shall also affect the Studio 6 Motel and that any event of default, termination, non-renewal or transfer affecting the Studio 6 Motel shall also affect the Motel 6 Motel.

B. Each Guarantor acknowledges the terms of this Addendum and affirms and ratifies all of Guarantor's commitments and obligations under the Guarantee. Each Guarantor acknowledges and affirms that its obligations under the Guarantee continue in full force and effect.

9. Effect of Addendum; Construction. This Addendum is an integral part of the Motel 6 Agreement. Except as expressly provided in this Addendum, all terms and conditions of the Motel 6 Agreement will be and remain in full force and effect as written. In the event of any conflict between the terms and conditions of this Addendum and those of the Motel 6 Agreement, this Addendum will control. The amendments to the Motel 6 Agreement set forth herein shall be interpreted and construed consistent with the parties' intent that the Motel 6 Motel and the Studio 6 Motel at the Approved Location shall continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the Effective Date.

FRANCHISEE:

_____
a _____

By: _____
Name:_____
Title:_____

For purposes of Section 9:

GUARANTORS:

_____
Name

_____
Name

_____
Name

FRANCHISOR:

G6 Hospitality Franchising LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation	
Applicable Cost, Fee, or Charge	**Modification or Revision to Applicable Fee**
Application Fee	Franchisee shall pay a separate Application Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
Franchise Fee	Franchisee shall pay a separate Franchise Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. For the avoidance of doubt, calculation of the room number in excess of 150 rooms is made by reference to the total number of rooms in the Motel 6 Motel or the Studio 6 Motel, as applicable.
Royalty Fee	Franchisee shall pay a separate Royalty Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
Program Fee	Franchisee shall pay a separate Program Fee for the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
IT Services Fee	Franchisee shall pay a separate IT Services Fee for each of the Motel 6 Motel and the Studio 6 Motel, as described in the applicable Agreement.
PIP Fee / Site Evaluation Fee	If the applications for both the Motel 6 Agreement and the Studio 6 Agreement are submitted at the same time, Franchisee will only pay one Site Evaluation/PIP Fee for the Motel 6 Motel and the Studio 6 Motel (collectively). However, if the applications for the Motel 6 Agreement and Studio 6 Agreement are submitted at different times, then Franchisor reserves the right to charge separate PIP Fees/Site Evaluation Fees for the Motel 6 Motel and the Studio 6 Motel.
Opening Package Fee	Only one (1) fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively).
On-Site and Other Opening Training and Assistance	Only one (1) fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively).
Annual Conference Fee	Only one (1) Annual Conference Fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively) for 1 attendee. Additional Annual Conference Fees will be charged for each additional attendee.
Additional Training Fee	Only one (1) Additional Training Fee (per person) will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively).
Inspection/Re-Inspection Fee	Franchisee must participate in the applicable Quality Assurance Program for each of its Motel 6 Motel and its Studio 6 Motel.
Transfer Fee	In the event of any Transfer, Franchisee shall pay a separate Transfer Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
Renewal Fee	Franchisee shall pay a separate Renewal Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.

Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation	
Applicable Cost, Fee, or Charge	**Modification or Revision to Applicable Fee**
Quality Assurance Audit Fee	Franchisor charges a separate Quality Assurance Audit Fee for Motel 6 Motel and Studio 6 Motel and may conduct the Quality Assurance audits on different dates.
Liquidated Damages for Early Termination (currently, $2,000 per authorized guest room)	On early termination of the Motel 6 Agreement and the Studio 6 Agreement, Franchisee will pay one liquidated damages payment in the amount of the per room charge, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel.
Trademark Liquidated Damages for Opening Without Permission (currently, $50 per authorized guest room per day)	Franchisee shall pay a separate liquidated damages payment for each brand in the amount of the per room charge, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day that the Motel is open without Franchisor's approval.
Trademark Infringement /De-Identification Fee (currently, $50 per authorized guest room per day)	In addition to liquidate damages for early termination, Franchisee shall pay a separate liquidated damages payment for each brand in the amount of the per room charge, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day after the Termination Date that Franchisee continues to operate the Motel with Motel 6 or Studio 6 signage and/or other indicia of Franchisor's intellectual property in place.

DUAL BRAND ADDENDUM TO STUDIO 6 FRANCHISE AGREEMENT

This Dual Brand Addendum to Studio 6 Franchise Agreement ("Addendum") is made and entered into between Franchisor and Franchisee as of the Effective Date.

RECITALS:

Franchisor and Franchisee are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Studio 6 Agreement") for the establishment and operation of a Studio 6 extended stay motel to be located at the Approved Location ("Studio 6 Motel"), on the terms and conditions described in the Studio 6 Agreement.

Franchisor and Franchisee also are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Motel 6 Agreement") for the establishment and operation of a Motel 6 Motel to be located at the Approved Location ("Motel 6 Motel"), on the terms and conditions described in the Motel 6 Agreement.

The Studio 6 Motel and the Motel 6 Motel are each owned and operated by Franchisee and otherwise satisfy Franchisor's requirements for dual branded Studio 6 and Motel 6 properties ("Dual Brand Operation"). This Addendum modifies the Studio 6 Agreement to reflect changes resulting from the Dual Brand Operation and to memorialize the parties' intent that, at all times during the term of the Studio 6 Agreement and the Motel 6 Agreement (including any renewal term), each of the Studio 6 Motel and the Motel 6 Motel will be operated together by the same person or entity.

Contemporaneously with the execution of this Addendum, Franchisee and Franchisor will enter into a Dual Brand Addendum to the Motel 6 Agreement to modify the terms and conditions of the Motel 6 Agreement in substantially the same manner as set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the Motel 6 Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms shall have the meanings given to them herein, or if not defined, then as defined in the Studio 6 Agreement.

2. Definitions. The following defined terms are hereby added to the Definitions in Attachment 1 to the Studio 6 Agreement in the appropriate alphabetical order:

   "Motel 6 Agreement" means that certain Motel 6 Agreement (including all Attachments and Addenda), dated as of the Effective Date between Franchisor and Franchisee.

   "Motel 6 Motel" means that certain Motel 6 motel to be operated by Franchisee or a manager consented to by Franchisor under the terms of the Motel 6 Agreement.

3. Expiration Date. Item 8 of Attachment 2 to the Studio 6 Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement will expire on the earlier of (i) _____ years after the Opening Date or (ii) the expiration or termination of the Motel 6 Agreement."

4. Renewal of Studio 6 Agreement. In addition to satisfying all of the terms and conditions for renewal set forth in Section 2.2 of the Studio 6 Agreement, the Studio 6 Agreement and the Motel 6 Agreement must both be renewed (i) at the same time, (ii) on the same date and (iii) for an identical renewal period such that the scheduled expiration date of the Studio 6 Agreement and the Motel 6 Agreement after renewal are the same. Franchisee acknowledges and agrees that, in connection with any renewal, it must continue to be the franchisee under both the Stuido 6 Agreement and the Motel 6 Agreement and that any renewal of the Studio 6 Agreement and the Motel 6 Agreement is subject to Franchisor's right, in its sole discretion, to approve Franchisee's renewal applications with respect to the applicable agreement.

5. Transfer. In addition to satisfying all of the terms and conditions applicable to any proposed Transfer, Franchisee acknowledges and agrees that no direct or indirect interest in Franchisee, the Studio 6 Motel, the Studio 6 Agreement, or substantially all of the assets of the Studio 6 Motel may be Transferred to any Person unless, simultaneously with such Transfer, the same Person also acquires the same interest in Franchisee, the Motel 6 Motel, the Motel 6 Agreement, or substantially all of the assets of the Motel 6 Motel in accordance with the terms and conditions of the Motel 6 Agreement.

6. Default and Termination. Section 14 of the Studio 6 Agreement is hereby amended as follows:

   A. A new Section 14.2.11 is hereby added as follows together with conforming changes deleting the "or" at the end of Section 14.2.9 and adding it to the end of Section 14.2.10:

      "14.2.11. If the Motel 6 Agreement expires or is terminated for any reason."

   B. The first sentence of Section 14.4 is hereby deleted and replaced with the following:

      "14.4. Except as provided in Sections 14.1, 14.2, and 14.3 of this Agreement, if Franchisee fails to maintain or observe any of the Standards prescribed by Franchisor in this Agreement, the Motel 6 Agreement, the Manuals, or otherwise in writing, Franchisor may terminate this Agreement by giving Franchisee written notice of termination (in the manner set forth under Section 20 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof of the cure to Franchisor, all within the thirty (30) day period."

7. Additional Conditions, Amendments and Provisions Applicable to Dual Brand Operation.

   A. *Requirement for Common Control*. Franchisee acknowledges that Franchisor is willing to consent to the Dual Brand Operation and the terms of this Addendum only for so long as the Studio 6 Motel and the Motel 6 Motel are both owned by Franchisee. Failure to retain common control of the Studio 6 Motel and the Motel 6 Motel by Franchisee will constitute a default under Section 14.4 of the Studio 6 Agreement.

   B. *Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation*. Franchisee and Franchisor acknowledge and agree that the fees and charges payable by Franchisee described on Exhibit A to this Addendum and which are applicable to the Studio 6 Motel and the Motel 6 Motel will be modified to the extent set forth on Exhibit A. Franchisee acknowledges that, except to the extent such fees and charges are expressly

modified under Exhibit A, Franchisee will pay all fees and charges in accordance with the Studio 6 Agreement and the Standards.

C. *Use of the Approved Location*. Pursuant to Section 5.2.1 of the Studio 6 Agreement, Franchisor hereby consents to the operation of both the Studio 6 Motel and the Motel 6 Motel at the Approved Location so long as Franchisee complies in all respects with the terms and conditions of the Studio 6 Agreement and this Addendum, and the Motel 6 Agreement, and its Addendum.

D. *Repair of Studio 6 Motel and Motel 6 Motel Following Casualty Event*. Franchisee acknowledges and agrees that the terms and conditions of Section 5.16 apply collectively with respect to the Studio 6 Motel and the Motel 6 Motel (i.e., the references to "Motel" in Section 5.16 of the Studio 6 Agreement are deemed to reference the Studio 6 Motel and the Motel 6 Motel, collectively). For avoidance of doubt, if a fire or other casualty event occurs and the cost to repair such damage is reasonably estimated to be not less than fifty percent (50%) of the collective fair market value of the Studio 6 Motel and the Motel 6 Motel, Franchisee shall expeditiously repair the damage and otherwise comply with all terms and obligations of the Studio 6 Agreement and the Motel 6 Agreement.

E. *Condemnation*. Franchisee acknowledges and agrees that the terms and conditions of Section 5.17 apply collectively with respect to the Studio 6 Motel and the Motel 6 Motel (i.e., references to "Motel" in Section 5.17 shall be deemed to collectively reference the Studio 6 Motel and the Motel 6 Motel). For the avoidance of doubt, the proposed taking of any portion of the Motel by condemnation, eminent domain, or similar proceeding will be evaluated based on whether the proposed taking is significant enough to render the continued operation of the Motel (collectively) in accordance with the Standards impractical to determine whether or not the Agreement will terminate.

F. *Amendments to Manuals for Dual Brand Operation*. Franchisee acknowledges and agrees that Franchisor may, in its sole discretion, supplement, amend or otherwise modify the Manuals to take into account the Dual Brand Operation. Such supplements, amendments or modifications may include, without limitation, items necessary to address the requirements for the Dual Brand Operation of the Studio 6 Motel and the Motel 6 Motel (e.g., uniforms, amenities, etc.). Franchisee will comply in all respects with the Manuals, as adapted for the Dual Brand Operation.

G. *Training and Operation of the Studio 6 Motel and the Motel 6 Motel*. Franchisor and Franchisee acknowledge and agree that one Manager and the same motel staff will be permitted to operate both the Studio 6 Motel and the Motel 6 Motel so long as such Manager and staff satisfy the requirements of Section 5.3 of the Studio 6 Agreement and the Motel 6 Agreement, including, without limitation, all of Franchisor's training requirements. The applicable training for Franchisee's Manager and motel staff may be supplemented, amended, or otherwise modified by Franchisor to take into account the nature of the Dual Brand Operation.

H. *Access to Manuals and Confidential Information*. So long as Franchisee is in compliance in all respects with the terms and conditions of the Studio 6 Agreement and the Motel 6 Agreement (including, the terms and conditions of this Addendum and the requirement for Franchisor to consent to the Dual Brand Operation), Franchisee will be permitted to grant its Manager and motel staff access to the applicable Manuals for both the Studio 6 Motel and the Motel 6 Motel and such grant of access to the applicable Manuals will not be

deemed to be a breach of the confidentiality provisions of the Studio 6 Agreement (including Section 8 and Section 9).

I. *Compliance with Applicable Standards*. Franchisee acknowledges and agrees that it will operate both the Studio 6 Motel and the Motel 6 Motel in accordance with the Standards, as such Standards may be periodically modified by Franchisor to take into account the Dual Brand Operation.

8. Acknowledgments of Franchisee and Guarantors.

A. Franchisee acknowledges and agrees that it is a material consideration to Franchisor that the Studio 6 Motel and the Motel 6 Motel at the Approved Location will continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements. Franchisee understands and agrees that any event of default, termination, non-renewal or transfer affecting the Studio 6 Motel shall also affect the Motel 6 Motel and that any event of default, termination, non-renewal or transfer affecting the Motel 6 Motel shall also affect the Studio 6 Motel.

B. Each Guarantor acknowledges the terms of this Addendum and affirms and ratifies all of Guarantor's commitments and obligations under the Guarantee. Each Guarantor acknowledges and affirms that its obligations under the Guarantee continue in full force and effect.

9. Effect of Addendum; Construction. This Addendum is an integral part of the Studio 6 Agreement. Except as expressly provided in this Addendum, all terms and conditions of the Studio 6 Agreement will be and remain in full force and effect as written. In the event of any conflict between the terms and conditions of this Addendum and those of the Studio 6 Agreement, this Addendum will control. The amendments to the Studio 6 Agreement set forth herein shall be interpreted and construed consistent with the parties' intent that the Studio 6 Motel and the Motel 6 Motel at the Approved Location shall continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the Effective Date.

FRANCHISEE:

_____
a _____

By: _____
Name:_____
Title:_____

For purposes of Section 9:

GUARANTORS:

_____
Name

_____
Name

_____
Name

FRANCHISOR:

G6 Hospitality Franchising LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation	
Applicable Cost, Fee, or Charge	**Modification or Revision to Applicable Fee**
Application Fee	Franchisee shall pay a separate Application Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
Franchise Fee	Franchisee shall pay a separate Franchise Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. For the avoidance of doubt, calculation of the room number in excess of 150 rooms is made by reference to the total number of rooms in the Motel 6 Motel or the Studio 6 Motel, as applicable.
Royalty Fee	Franchisee shall pay a separate Royalty Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
Program Fee	Franchisee shall pay a separate Program Fee for the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
IT Services Fee	Franchisee shall pay a separate IT Services Fee for each of the Motel 6 Motel and the Studio 6 Motel, as described in the applicable Agreement.
PIP Fee / Site Evaluation Fee	If the applications for both the Motel 6 Agreement and the Studio 6 Agreement are submitted at the same time, Franchisee will only pay one Site Evaluation/PIP Fee for the Motel 6 Motel and the Studio 6 Motel (collectively). However, if the applications for the Motel 6 Agreement and Studio 6 Agreement are submitted at different times, then Franchisor reserves the right to charge separate PIP Fees/Site Evaluation Fees for the Motel 6 Motel and the Studio 6 Motel.
Opening Package Fee	Only one (1) fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively).
On-Site and Other Opening Training and Assistance	Only one (1) fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively).
Annual Conference Fee	Only one (1) Annual Conference Fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively) for 1 attendee. Additional Annual Conference Fees will be charged for each additional attendee.
Additional Training Fee	Only one (1) Additional Training Fee (per person) will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively).
Inspection/Re-Inspection Fee	Franchisee must participate in the applicable Quality Assurance Program for each of its Motel 6 Motel and its Studio 6 Motel.
Transfer Fee	In the event of any Transfer, Franchisee shall pay a separate Transfer Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.
Renewal Fee	Franchisee shall pay a separate Renewal Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement.

Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation	
Applicable Cost, Fee, or Charge	**Modification or Revision to Applicable Fee**
Quality Assurance Audit Fee	Franchisor charges a separate Quality Assurance Audit Fee for Motel 6 Motel and Studio 6 Motel and may conduct the Quality Assurance audits on different dates.
Liquidated Damages for Early Termination (currently, $2,000 per authorized guest room)	On any early termination of the Motel 6 Agreement and the Studio 6 Agreement, Franchisee will pay one liquidated damages payment in the amount of the per room charge, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel.
Trademark Liquidated Damages for Opening Without Permission (currently, $50 per authorized guest room per day)	Franchisee shall pay a separate liquidated damages payment for each brand in the amount of the per room charge, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day that the Motel is open without Franchisor's approval.
Trademark Infringement /De-Identification Fee (currently, $50 per authorized guest room per day)	In addition to the liquidated damages for early termination, Franchisee shall pay a separate liquidated damages payment for each brand in the amount of the per room charge, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day after the Termination Date that Franchisee continues to operate the Motel with Motel 6 or Studio 6 signage and/or other indicia of Franchisor's intellectual property in place.

EXHIBIT E
GENERAL RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is executed on _____ by _____ ("Franchisee") and/or _____ ("Guarantors") as a condition of (1) the transfer of the _____ Franchise Agreement dated _____ between _____ ("Franchisor") and Franchisee ("Franchise Agreement"); or (2) the execution of a renewal Franchise Agreement by Franchisee and Franchisor.

1. Release by Franchisee and Guarantors. If Franchisee is an entity, Franchisee (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) or, if Franchisee is an individual, Franchisee (on behalf of himself/herself and his/her heirs, representatives, successors and assigns) (collectively, "Releasors") freely and without any influence forever release Franchisor, its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively, "Releasees"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to, Franchise Agreement and all other agreements between any Releasor and any Release arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law. This general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law or to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

> [For California franchisees, add: Each Releasor expressly waives and relinquishes all rights and benefits which he/she may now have or in the future have under and by virtue of California Civil Code Section 1542. Releasors do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] General release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." For the purpose of implementing a general release and discharge as described herein, Releasors expressly acknowledge that this agreement is intended to include in its effect, without limitation, all claims which Releasors do not know or suspect to exist in their favor at the time of execution hereof, and that this agreement contemplates the extinguishment of any such claims.]

2. Risk of Changed Facts. Franchisee and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. No Prior Assignment. Franchisee and Guarantors represent and warrant that the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1.

4. Covenant Not to Sue. Franchisee and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

5. Complete Defense. Franchisee and Guarantors: **(a)** acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and **(b)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs and personal representatives of Franchisor and each Releasor.

7. Third Party Beneficiary. Franchisor and its parent, affiliates and subsidiaries shall be third party beneficiaries under this Release.

8. Representation by Counsel. Franchisee and Guarantors acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Release, and that they have executed this Release with the consent and upon the advice of said independent counsel.

9. Enforcement. This Release and all claims relating to this Release shall be governed by and construed under the law of the state of California. Franchisee and Guarantors shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where Franchisor's principal offices are located. Franchisor may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee resides or does business, or where the claim arose.

10. Confidentiality. The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders or regulations.

11. Construction. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Development Agreement and Franchise Agreement, as the context requires. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown above.

ATTEST:

By:_____
Print Name:_____
Title_____

WITNESS:

_____

Print Name: _____

FOR ENTITY:
FRANCHISEE:

By:_____
Print Name:_____
Title_____
Date:_____

GUARANTOR:

_____

Print Name:_____
Date: _____

FOR INDIVIDUAL:
FRANCHISEE:

_____

Print Name:_____
Date:_____

EXHIBIT F
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Welcome to Motel 6®

Motel 6® Brand Promise
Motel 6® welcomes guests with clean, comfortable and affordable rooms wherever their journey takes them.

Brand Standards

The Brand Standards set forth in this Manual provides a set of clear instructions, guidelines, and procedures on how to deliver on the Motel 6® Brand Promise. Each Brand Standard is purposeful and in alignment with our business model, strategies, and goals.

The term "Brand Standards Manual" refers to the guidelines and documentation presented herewith, in addition to other guidelines or documentation, such as: the Brand Identity Guidelines, the Safety Guidelines and Recommendations, the Operational Procedures, and others.

This document supersedes and replaces all prior or existing documents, agreements or records containing information about Motel 6® Brand Standards.

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G6 Hospitality | motel 6

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EXHIBIT G-1
LIST OF FRANCHISED MOTELS AT LAST FISCAL YEAR END

Exhibit G-1

List of Franchised Motels at Last Fiscal Year End

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Sonu Group, LLC	915 East 5th Avenue	Attalla	Alabama	35954	(256) 438-5071
Ayanna LLC	1402 Highway 31 South	Bay Minette	Alabama	36507	(251) 937-9521
Lodging Five Bessemer, LLC	1000 Shiloh Lane	Bessemer	Alabama	35022	(205) 426-9646
Ben-Raj LLC	4627 US Highway 280	Birmingham	Alabama	35242	(205) 991-9977
S.A.M. Hotel Group, LLC	151 Vulcan Road	Birmingham	Alabama	35209	(205) 942-9414
Ramila LLC	810 Sixth Avenue, NE	Decatur	Alabama	35601	(256) 822-1999
Sai Dothan, LLC	2907 Ross Clark Circle	Dothan	Alabama	36301	(334) 793-6013
Radha Hospitality, L.L.C.	3025 West 1st. Street	Gulf Shores	Alabama	36542	(251) 968-8080
M6 Hospitality Group Operating LLC	2031 Military Street South	Hamilton	Alabama	35570	(205) 921-7831
Hare Krishna Huntsville Hotel LLC	3141 University Dr. NW	Huntsville	Alabama	35816	(256) 715-6555
Kashi, LLC	5686 Tillmans Corner Parkway	Mobile	Alabama	36619	(251) 662-0076
Mahavir Hospitality LLC	156 West Interstate 65 Service Road South	Mobile	Alabama	36608	(251) 343-4911
M & S Hotels, L.L.C.	1401 Eastern Boulevard	Montgomery	Alabama	36117	(334) 277-1656
Sai I 65, LLC	7760 Slade Plaza Boulevard	Montgomery	Alabama	36105	(334) 280-1866
Shree Jee, L.L.C.	1771 Congressman William L. Dickenson Drive	Montgomery	Alabama	36109	(334) 260-0444
Jai Shree Ambe LLC	210 Grace Street	Oxford	Alabama	36203	(256) 831-5463
Vasupujya Swami Inc.	1101 Industrial Parkway	Saraland	Alabama	36571	(251) 675-7800
Super Sweet LLC	46 Micah Way	Scottsboro	Alabama	35769	(256) 259-4300
Vaihee, LLC	204B US Highway 231N	Troy	Alabama	36081	(334) 670-0012
AMSIX, L.L.C.	5000 A Street	Anchorage	Alaska	99503	(907) 677-8000
VS Capital Group LLC	251 East 29th Street	Apache Junction	Arizona	85119	(480) 288-8888
KGKM, LLC	637 Whetstone Commerce Drive	Benson	Arizona	85602	(520) 586-0066
Yaanayashyi Hospitality Inc	1081 AZ-95	Bullhead City	Arizona	86429	(928) 444-8019
America One, L.L.C.	7445 W. Chandler Boulevard	Chandler	Arizona	85226	(480) 940-0308
OSGN Douglas LLC	111 16th Street	Douglas	Arizona	85607	(520) 364-2457
Akshar Investment LLC	4965 South Sunland Gin Road	Eloy	Arizona	85131	(520) 836-3323
Flagstaff East M6 LLC	2440 East Lucky Lane	Flagstaff	Arizona	86004	(928) 774-8756
M6 Butler LLC	2010 East Butler Avenue	Flagstaff	Arizona	86004	(928) 774-1801
Woodlands Flagstaff M6 LLC	2745 South Woodlands Village Boulevard	Flagstaff	Arizona	86001	(928) 779-3757
S & H Hospitality LLC	7116 N. 59th Avenue	Glendale	Arizona	85301	(623) 939-9431
BIL Motel Properties, LLC	1699 E. Ash Street	Globe	Arizona	85501	(928) 425-5741
North Shore Inn at Holbrook LLC	2514 Navajo Blvd.	Holbrook	Arizona	86025	(928) 524-6101
Andy Devine Group 2 LLC	424 West Beale Street	Kingman	Arizona	86401	(928) 864-5705
Andy Devine Group, LLC	3351 East Andy Devine Avenue	Kingman	Arizona	86401	(928) 864-5706
VRAJ Investments Inc.	111 London Bridge Road	Lake Havasu	Arizona	86403	(928) 855-3200
HCP Country Club North LLC	336 West Hampton Avenue	Mesa	Arizona	85210	(480) 844-8899
HCP Country Club South LLC	1511 S Country Club Drive	Mesa	Arizona	85210	(480) 834-0066

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Jose Portillo	141 West Mariposa Road	Nogales	Arizona	85621	(520) 281-2951
Gateway Investment Properties, Inc.	637 South Lake Powell Blvd.	Page	Arizona	86040	(928) 645-5888
T Money Hotels, LLC	1005 South Beeline Highway	Payson	Arizona	85541	(928) 474-2382
MK Phoenix Airport LLC	5315 East Van Buren Street	Phoenix	Arizona	85008	(602) 267-8555
MK PHX West LLC	1530 North 52nd Drive	Phoenix	Arizona	85043	(602) 272-0220
MK Sky Harbor LLC	214 South 24th Street	Phoenix	Arizona	85034	(602) 244-1155
Phoenix North Bell M6 LLC	2330 West Bell Road	Phoenix	Arizona	85023	(602) 993-2353
Prescott M6 LLC	1111 East Sheldon Street	Prescott	Arizona	86301	(928) 776-0160
RMN, L.L.C.	1578 West Thatcher Blvd.	Safford	Arizona	85546	(928) 428-5851
HPC Camelback LLC	6848 East Camelback Road	Scottsdale	Arizona	85251	(480) 946-2280
MAST Innkeepers LLC	1290 East Deuce of Clubs	Show Low	Arizona	85901	(928) 537-0066
Marana 3 LLC	1720 South Priest Drive	Tempe	Arizona	85281	(480) 968-4401
MK Scottsdale South LLC	1612 North Scottsdale Road	Tempe	Arizona	85281	(480) 945-9506
Teshara Investments, LLC	513 West Broadway Road	Tempe	Arizona	85282	(480) 967-8696
Piyush Patel and Smitaben Patel	1010 South Freeway Road	Tucson	Arizona	85745	(520) 622-5871
PRO HOSPITALITY SEVEN LLC	7277 North Camino De Oeste	Tucson	Arizona	85741	(520) 774-9300
TAZ Hospitality LLC	1990 South Craycroft Road	Tucson	Arizona	85711	(520) 790-6021
S.L.A. UMI LLC	1100 West Rex Allen Drive	Willcox	Arizona	85643	(520) 507-9256
Karma Seasons LLC	831 West Bill Williams Ave.	Williams	Arizona	86046	(928) 635-9000
KARMAWILLIAMS LLC	620 West Route 66	Williams	Arizona	86046	(928) 635-4416
Narayana L.L.C.	520 West Desmond Street	Winslow	Arizona	86047	(928) 289-9581
Teshara Investments LLC	11133 Grand Avenue	Youngtown	Arizona	85363	(623) 977-1318
Lodging Ventures LLC	1445 E. 16th St	Yuma	Arizona	85365	(928) 782-9521
Sai Alma LLC	37 Collum Lane East	Alma	Arkansas	72921	(479) 430-7878
Capital Hotels of Arkansas, Inc.	106 Crystal Palace Drive	Arkadelphia	Arkansas	71923	(870) 246-6333
Brinkley Hospitality, LLC	1306 North Main Street	Brinkley	Arkansas	72021	(870) 734-1650
Skybridge Hospitality, LLC	810 Museum Road	Conway	Arkansas	72032	(501) 329-8999
RSH Hospitality LLC	2980 N. College Avenue	Fayetteville	Arkansas	72703	(479) 443-4351
Hope Inns, Inc.	1600 North Hervey Street	Hope	Arkansas	71801	(870) 722-1904
Vipa Hospitality, Inc.	106 Lookout Point	Hot Springs	Arkansas	71913	(501) 525-5666
KVS Group, Inc.	2300 South Caraway Road	Jonesboro	Arkansas	72401	(870) 520-6367
ASAR Hospitality, LLC	10524 W. Markham Street	Little Rock	Arkansas	72205	(501) 224-1321
Dinesh Patel	7501 Interstate 30	Little Rock	Arkansas	72209	(501) 568-8888
MAR SO TX LLC	3200 Bankhead Drive	Little Rock	Arkansas	72206	(501) 490-2010
Om Purshantam LLC	4100 East McCain Boulevard	North Little Rock	Arkansas	72117	(501) 758-8888
Stone Hospitality, Inc.	400 West 29th Street	North Little Rock	Arkansas	72114	(501) 758-5100
Madhav Hotels, LLC	105 Airport Road	Ozark	Arkansas	72949	(479) 667-2530
Little Pine Hospitality, LLC	3103 Market Street	Pine Bluff	Arkansas	71601	(870) 850-0444
Samarth, LLC	215 West Birch Street	Russellville	Arkansas	72802	(479) 968-3666
Tri-State Lodging, Inc.	4300 N. State Line Avenue	Texarkana	Arkansas	71854	(870) 773-3144
SAI DMV LLC	3200 Alma Highway	Van Buren	Arkansas	72956	(479) 474-5001
Shree Ganeshay LLC	2315 East Service Road	West Memphis	Arkansas	72301	(870) 732-2830
Adinath Hospitality LLC	1440 North State College Boulevard	Anaheim	California	92806	(714) 956-9690
Honeybee Drive LLC	2145 South Harbor Boulevard	Anaheim	California	92802	(714) 251-6262
OC Holdings Group, LLC	100 West Disney Way	Anaheim	California	92802	(714) 520-9696

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Prime Hotel LLC	701 S. Brookhurst Street	Anaheim	California	92804	(714) 776-2600
Anaheim Investment Inc.	5710 East La Palma Avenue	Anaheim Hills	California	92807	(714) 779-0252
R T Lodging Inc.	2861 McMurray Drive	Anderson	California	96007	(530) 365-2566
MANAS ARC LLC	225 Colorado Place	Arcadia	California	91007	(626) 446-2660
Arcata Hospitality LLC	4755 Valley West Blvd.	Arcata	California	95521	(707) 822-7061
Maya Inn and Suites, Inc.	16905 Pioneer Boulevard	Artesia	California	90701	(562) 402-4041
Veer Development LLC	9400 El Camino Real	Atascadero	California	93422	(805) 466-6701
M6-Auburn	1819 Auburn Ravine Road	Auburn	California	95603	(530) 888-7829
Manoj Patel and Vaishali Patel	137 East First Street	Azusa	California	91702	(626) 969-7957
Chandni Corporation, Inc.	350 Oak Street	Bakersfield	California	93304	(661) 322-3300
Om Sri Sai Hospitality, Inc.	5241 Olive Tree Court	Bakersfield	California	93308	(661) 392-9700
Veer Hospitality, LLC	1350 Easton Drive	Bakersfield	California	93309	(661) 327-1686
Veer Hospitality, LLC	2727 White Lane	Bakersfield	California	93304	(661) 834-2828
Veer Hospitality, LLC	8223 East Brundage Lane	Bakersfield	California	93307	(661) 366-7231
JKARI Hospitality LLC	150 North Yucca Avenue	Barstow	California	92311	(442) 295-9042
Lenwood Lodging LLC	2551 Commerce Parkway	Barstow	California	92311	(760) 659-3680
TRIDEV HOSPITALITY LLC	1350 West Main Street	Barstow	California	92311	(760) 256-8921
Jayesh and Reena Patel	6344 S. Eastern Avenue	Bell Gardens	California	90201	(323) 560-8221
17220 Downey Bellflower LLC	17220 Downey Avenue	Bellflower	California	90706	(562) 531-3933
AQUA 26 LLC	42899 Big Bear Boulevard	Big Bear Lake	California	92315	(909) 585-6666
Swati, LLC	1005 NORTH MAIN STREET	Bishop	California	93514	(760) 873-8426
801 East Hobson Way, Inc.	801 East Hobson Way	Blythe	California	92225	(760) 544-7232
GMPM Hospitality LLC	500 West Donlon Street	Blythe	California	92225	(760) 904-6990
Buellton Hotel LLC	333 McMurray Road	Buellton	California	93427	(805) 688-7797
Buena Park Hotel LLC	7051 Valley View Street	Buena Park	California	90620	(714) 522-1200
VVS Buttonwillow	20645 Tracy Avenue	Buttonwillow	California	93206	(661) 764-5121
Camarillo Hospitality LLC	1641 East Daily Drive	Camarillo	California	93010	(805) 388-3467
Ambika Enterprises LLC	1240 Camden Avenue	Campbell	California	95008	(408) 371-8870
Warner Center Hospitality Group Inc.	7132 De Soto Ave.	Canoga Park	California	91303	(818) 883-6666
1060 Colorado Avenue, LLC	6117 Paseo Del Norte	Carlsbad	California	92011	(760) 438-1242
HIG Carlsbad Investments LLC	750 Raintree Drive	Carlsbad	California	92009	(760) 431-0745
Shas Management Inc	3666 Pio Pico Drive	Carlsbad	California	92008	(760) 729-4941
JHMM Hospitality LLC	5550 Carpinteria Ave.	Carpinteria	California	93013	(805) 684-8602
Tumm Hospitality LLC	4200 Via Real	Carpinteria	California	93013	(805) 684-6921
Carson Hospitality Group, Inc.	888 Dominguez Street	Carson	California	90746	(310) 715-6688
JNZ Hospitality, LLC	665 MANZANITA COURT	Chico	California	95926	(530) 345-5500
Central Chino Lodging LLC	12266 Central Avenue	Chino	California	91710	(909) 591-3877
Chula Vista Investments LLC	745 E Street	Chula Vista	California	91910	(619) 422-4200
Bhuvneshwari Corporation	840 South Indian Hill Boulevard	Claremont	California	91711	(909) 621-4831
Veer Hospitality Coalinga LLC	25008 West Dorris Avenue	Coalinga	California	93210	(559) 935-1536
Deepesh, Inc.	3606 Clayton Road	Concord	California	94521	(925) 682-7850
Lincoln Corona LLC	200 North Lincoln Avenue	Corona	California	92882	(951) 735-6408
Crescent City Hospitality, LLC	119 L Street	Crescent City	California	95531	(707) 460-1700
4835 Chiles RD, Inc.	4835 Chiles Road	Davis	California	95616	(530) 753-3777
Varni Hospitality, LLC	405 Cecil Avenue	Delano	California	93215	(661) 778-0930
JVM Hospitality LLC	1480 Ary Lane	Dixon	California	95620	(707) 693-0606

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Vertical Holdings LLC	550 Montrose Court	El Cajon	California	92020	(619) 588-6100
Silvercreek Hospitality LLC	395 Smoketree Drive	El Centro	California	92243	(760) 353-6766
El Monte Hospitality LLC	3429 Peck Road	El Monte	California	91731	(626) 448-6660
Skybree Escondido LLC	900 North Quince Street	Escondido	California	92025	(760) 745-9252
Eureka Hospitality LLC	1934 Broadway Street	Eureka	California	95501	(707) 445-9631
1473 Holiday Lane, Inc.	1473 Holiday Lane	Fairfield	California	94534	(707) 425-4565
Fairfield Hospitality LLC	4376 Central Place	Fairfield	California	94534	(707) 864-0800
Fort Bragg Hotel LLC	400 S. Main Street	Fort Bragg	California	95437	(707) 964-4761
Brookshire Group	9125 Recreation Circle	Fountain Valley	California	92708	(714) 847-3388
Fremca Hospitality, LLC	46101 Research Avenue	Fremont	California	94539	(510) 490-4528
Fremont North, LLC	34047 Fremont Boulevard	Fremont	California	94555	(510) 793-4848
A.R.J. Corporation	445 North Parkway Drive	Fresno	California	93706	(559) 485-5019
JSR Hospitality LLC	4080 North Blackstone Avenue	Fresno	California	93726	(559) 222-2431
KS Hospitality Inc	6730 North Blackstone Avenue	Fresno	California	93710	(559) 431-3557
Parkway Executive Inn	1087 North Parkway Drive	Fresno	California	93728	(559) 268-0741
Veer Hospitality, LLC	4245 North Blackstone Avenue	Fresno	California	93726	(559) 221-0800
ZN HOSPITALITY INC	5021 North Barcus Avenue	Fresno	California	93722	(559) 276-1910
Trask Investment, LLC	12091 Trask Avenue	Garden Grove	California	92843	(714) 539-2500
Bakor Investments Crenshaw LLC	14605 Crenshaw Blvd.	Gardena	California	90249	(310) 675-2133
Madhubhai Patel and Laxmiben Patel	111 West Albertoni Street	Gardena	California	90248	(310) 329-0651
Jayesh B. Patel and Hemaben Patel	6110 Monterey Road	Gilroy	California	95020	(408) 842-6061
Glendale & Manhattan Motel, Inc.	1523 East Colorado Boulevard	Glendale	California	91205	(818) 243-7126
KKCD Goleta LLC	5897 Calle Real	Goleta	California	93117	(805) 964-3596
IPOH HOSPITALITY	30155 Industrial Parkway Southwest	Hayward	California	94544	(510) 489-8333
Pyung Kyu Choi	3885 WEST FLORIDA AVENUE	Hemet	California	92545	(951) 929-8900
MBVJ Hesperia Hotels LLC	9757 Cataba Road	Hesperia	California	92345	(760) 947-0094
Two Venture, Inc.	9630 Maple Avenue	Hesperia	California	92345	(760) 244-8254
Rajendra B. Bhakta	SW Quadrant - E.Highland and N. Victoria	Highland	California	92346	(909) 907-6020
Hollywood Host Ventures, Inc.	1738 North Whitley Ave.	Hollywood	California	90028	(323) 464-6006
Veer Hospitality Indio LLC	82195 Indio Boulevard	Indio	California	92201	(760) 342-6311
LAX Hotel Group LLC	5101 WEST CENTURY BOULEVARD	Inglewood	California	90304	(310) 419-1234
Narendra H. Patel and Niranjana N. Patel	4123 West Century Boulevard	Inglewood	California	90304	(310) 672-7285
BJMS Hospitality Inc	6830 Valley Way	Jurupa Valley	California	92509	(909) 269-8521
SAI Enterprises, LLC	3 Broadway Circle	King City	California	93930	(831) 385-5000
Sai Hospitality, LLC	401 Sierra Street	Kingsburg	California	93631	(559) 897-1022
Mesa Hospitality, Inc.	7621 Alvarado Road	La Mesa	California	92041	(619) 464-7151
Suvidha Investments, Inc.	6952 University Avenue	La Mesa	California	91942	(619) 698-7333

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
DIVYA Hospitality LLC	43540 17th Street West	Lancaster	California	93534	(661) 948-0435
	51541 North Peace Valley Road	Lebec	California	93243	(661) 248-6625
Lemoore Hospitality, LLC	1290 Sierra Circle	Lemoore	California	93245	(559) 925-6100
D Lassen LLC	4673 Lassen Road	Livermore	California	94550	(925) 443-5300
ARP Livingston Hospitality LLC	110 Del Rio Ave.	Livingston	California	95334	(209) 394-1150
Shri Laxmi Ganesha Inc.	1140 S. Cherokee Lane	Lodi	California	95240	(209) 334-6422
Dwarkesh LLC	2237 Pacific Coast Highway	Lomita	California	90717	(310) 326-7530
Veer Development LLC	1521 North H Street	Lompoc	California	93436	(805) 735-7631
Astha Management, LLC	1121 EAST PACIFIC COAST HIGHWAY	Long Beach	California	90806	(562) 591-3321
RADHE, LLC	906 South Alvarado Street	Los Angeles	California	90006	(213) 388-3137
Om Sri Ram Hospitality, Inc.	14685 Warren Street	Lost Hills	California	93249	(661) 797-2346
MK Hotels Mammoth Lakes LLC	3372 Main Street	Mammoth Lakes	California	93546	(760) 904-6991
Pravin G. Patel	150 Northwoods Avenue	Manteca	California	95336	(209) 239-5900
Jamna Investments, LLC	100 Reservation Road	Marina	California	93933	(831) 384-1000
Dhirubhai D. Ahir and Bhavnabahen D. Ahir	803 E Street	Marysville	California	95901	(530) 743-5465
Parth Corporation	27955 Encanto Drive	Menifee	California	92586	(951) 679-1133
BDM Merced, LLC	1983 E. Childs Avenue	Merced	California	95341	(209) 384-1303
Varkins Ca, Inc.	1410 V. Street	Merced	California	95340	(209) 384-2181
D Mod Hotel LLC	1920 West Orangeburg Avenue	Modesto	California	95350	(209) 522-7271
Jai Jalaram Investment LLC	807 Needham Street	Modesto	California	95354	(209) 524-9641
GK Hospitality, LLC	16958 State Highway 58	Mojave	California	93501	(661) 219-0784
Mojave Hotel Investments, Inc.	16100 Sierra Highway	Mojave	California	93501	(661) 824-2421
Bayside Hospitality LLC	2124 NORTH FREMONT STREET	Monterey	California	93940	(831) 646-8585
Von 20 Munras L.P.	1240 Munras Avenue	Monterey	California	93940	(831) 375-6002
SRMD Management LLC	1560 Monterey Pass Road	Monterey Park	California	91754	(323) 263-9888
M6 IE LLC	23581 Alessandro Blvd.	Moreno Valley	California	92553	(951) 656-4451
MB Management Group Inc.	298 Atascadero Road	Morro Bay	California	93442	(805) 979-9808
Napa Valley Inn Partnership	3380 Solano Avenue	Napa	California	94558	(707) 257-6111
Sun Optima Inc.	1125 E. Plaza Blvd.	National City	California	91950	(619) 477-4747
Shreeji Krupa LLC	1420 J Street	Needles	California	92363	(760) 904-6989
Thousand Oaks Holdings Group LLC	1516 Newbury Road	Newbury Park	California	91320	(805) 499-0711
Classic Motor Inn, Inc.	15711 Roscoe Boulevard	North Hills	California	91343	(818) 894-9341
North Palm Springs Hotel LLC	63950 20th Avenue	North Palm Springs	California	93558	(760) 904-6993
Harlay Hospitality, Inc.	11734 Imperial Highway	Norwalk	California	90650	(562) 868-3211
Vigneshwara Investments LLC	825 East "F" Street	Oakdale	California	95361	(209) 847-8181
Oakland Hotel LLC	1801 Embarcadero	Oakland	California	94606	(510) 436-0103
Amanpur Investments LLC	901 North Coast Highway	Oceanside	California	92054	(760) 722-1781
Oceanside Hotel Ventures LLC	3708 Plaza Drive	Oceanside	California	92056	(760) 941-1011
Cambridge Hospitality, Inc.	231 N. Vineyard Avenue	Ontario	California	91764	(909) 937-6000
HP Lodging LLC	1560 East 4th Street	Ontario	California	91764	(909) 984-2424

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
MHT Hotels, LLC	3191 North Tustin Avenue	Orange	California	92865	(714) 998-0360
Orowest Lodging Inc.	505 Montgomery Street	Oroville	California	95965	(530) 532-9400
Palm Hospitality LLC	78100 Varner Road	Palm Desert	California	92211	(760) 345-0550
Palm Springs Hotel LLC	595 East Palm Canyon Dr	Palm Springs	California	92264	(760) 325-6129
Veer Hospitality Palm Springs LLC	660 South Palm Canyon Drive	Palm Springs	California	92264	(760) 327-4200
Divine Hospitality LLC	407 West Palmdale Boulevard	Palmdale	California	93551	(661) 272-0660
D Petaluma LLC	1368 North McDowell Boulevard	Petaluma	California	94954	(707) 765-0333
HS & HN Investments, LLC	6623 Rosemead Boulevard	Pico Rivera	California	90660	(562) 948-4566
Pinole Hospitality LLC	1501 Fitzgerald Drive	Pinole	California	94564	(510) 222-8174
Canopus Investments, LLC	250 Main Street	Pismo Beach	California	93449	(805) 773-2070
Shree Dwarkadish Enterprises, LLC	860 4th Street	Pismo Beach	California	93449	(805) 979-9809
KCR Pleasanton, Inc.	5102 Hopyard Road	Pleasanton	California	94588	(925) 463-2626
Pomona Hospitality, LLC	2470 South Garey Avenue	Pomona	California	91766	(909) 591-1871
Veer Hospitality, LLC	935 West Morton Avenue	Porterville	California	93257	(559) 781-7600
KKCD RANCHO CORDOVA, INC.	10694 Olson Drive	Rancho Cordova	California	95670	(916) 635-8784
Veer Hospitality Rancho Mirage LLC	69570 Highway 111	Rancho Mirage	California	92270	(760) 324-8475
DAAN HOTEL, INC.	20 Williams Avenue	Red Bluff	California	96080	(530) 527-9200
Kusum Hospitality LLC	1640 Hilltop Drive	Redding	California	96002	(530) 221-1800
North Redding Hospitality LLC	1250 Twin View Boulevard	Redding	California	96003	(530) 246-4470
Redding Hotels LLC	2385 Bechelli Lane	Redding	California	96002	(530) 221-0562
Ahir One LLC	1120 W. Colton Avenue	Redlands	California	92374	(909) 793-2001
Rakesh Patel	425 24th Street	Richmond	California	94804	(510) 225-6180
Sami Hospitality LLC	329 East Ridgecrest Boulevard	Ridgecrest	California	93555	(760) 677-2840
Karishma Lodging, LLC	1260 University Avenue	Riverside	California	92507	(951) 784-2131
Laxmi Hotels, LLC	3663 La Sierra Avenue	Riverside	California	92505	(951) 351-0764
6145 LLC	6145 Commerce Boulevard	Rohnert Park	California	94928	(707) 585-8888
Rosemead Hotel LLC	1001 SAN GABRIEL BOULEVARD	Rosemead	California	91770	(626) 572-6076
Shrinathji Enterprises LLC	18970 Labin Court	Rowland Heights	California	91748	(626) 964-5333
College Hotels, Inc.	7850 College Town Drive	Sacramento	California	95826	(916) 383-8110
Interstate Hotels, Inc.	5110 Interstate Avenue	Sacramento	California	95842	(916) 331-8100
Jibboom Hotels, Inc.	227 Jibboom Street	Sacramento	California	95814	(916) 441-0733
OHM SHREE SAI INVESTMENTS, LLC	1415 30th Street	Sacramento	California	94109	(415) 990-4567
Paul & Son"s Inc	7407 Elsie Ave	Sacramento	California	95828	(916) 689-6555
Paul & Sons Northgate, Inc.	3796 Northgate Boulevard	Sacramento	California	95834	(916) 927-7117
Salinas BW Enterprises LLC	140 Kern Street	Salinas	California	93905	(831) 753-1711
Harlay Hospitality, Inc.	777 West 6th Street	San Bernardino	California	92410	(909) 763-2561
SB Hotel North LLC	1960 Ostrems Way	San Bernardino	California	92407	(909) 887-8191
SB Hotel South LLC	111 West Redlands Boulevard	San Bernardino	California	92408	(909) 825-6666
HIG Downtown Investments LLC	1546 2nd Avenue	San Diego	California	92101	(619) 236-9292

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HIG San Diego Investments LLC	5592 Clairemont Mesa Blvd.	San Diego	California	92117	(858) 268-9758
Jay Prabhu, Inc.	1101 Hollister Street	San Diego	California	92154	(619) 429-7600
Karishma Hospitality, Inc.	2353 Pacific Highway	San Diego	California	92101	(619) 232-8931
Mission Valley Hospitality, Inc.	2424 Hotel Circle North	San Diego	California	92108	(619) 296-1612
Raj Krupa Hospitality Inc.	3880 Greenwood Street	San Diego	California	92110	(619) 543-9944
San Dimas Hotel LLC	502 West Arrow Highway	San Dimas	California	91773	(909) 592-5631
D. R. Patel Investments, LLC	2230 Lombard Street	San Francisco	California	94123	(415) 922-3900
Geary St. Motel Investments, Inc.	895 Geary Street	San Francisco	California	94109	(415) 441-8220
Vijay D. Patel	2850 Van Ness	San Francisco	California	94109	(415) 776-3220
D San Jose LLC	2560 Fontaine Road	San Jose	California	95121	(408) 270-3131
Kunaal, Inc.	1041 The Alameda	San Jose	California	95126	(408) 295-0159
Temple Santa Nella LLC	2081 North First Street	San Jose	California	95131	(408) 436-8180
Karishma Chandni Hospitality, Inc.	1433 Calle Joaquin	San Luis Obispo	California	93405	(805) 549-9595
Shree Agashimata Inc.	1625 Calle Joaquin	San Luis Obispo	California	93401	(805) 541-6992
Port Ventures, Inc.	354 West 9th Street	San Pedro	California	90731	(310) 935-2772
San Rafael Motel Investments, LLC	737 E. FRANCISCO BOULEVARD	San Rafael	California	94901	(415) 453-3450
San Simeon Holdings LLC	9070 Castillo Drive	San Simeon	California	93452	(805) 927-8691
Shri Balaji Investments LLC	160 East Calle Primera	San Ysidro	California	92173	(619) 690-6663
Chandi Karishma Enterprise, Inc.	1623 East 1st Street	Santa Ana	California	92701	(714) 558-0500
RASNA HOSPITALITY LLC	1717 East Dyer Road	Santa Ana	California	92705	(949) 261-1515
Newport Hotel Venture, Inc.	443 Corona Del Mar	Santa Barbara	California	93103	(805) 564-1392
Santa Barbara Hospitality LLC	3505 State Street	Santa Barbara	California	93105	(805) 687-5400
D Silicon LLC	3208 El Camino Real	Santa Clara	California	95051	(408) 241-0200
Dutt Hospitality LLC	2040 North Preisker Lane	Santa Maria	California	93454	(805) 928-8111
Modern Property Management, Inc.	1007 East Main Street	Santa Maria	California	93454	(805) 922-4505
Blue Spring Hospitality, LLC	28821 Gonzaga Road	Santa Nella	California	95322	(209) 827-8700
Shri Jai Ranchhodrai, Inc.	12733 State Highway 33	Santa Nella	California	95322	(209) 221-4122
D 2760 Santa S LLC	2760 Cleveland Ave.	Santa Rosa	California	95403	(707) 546-1500
D 3145 Santa N LLC	3145 Cleveland Avenue	Santa Rosa	California	95403	(707) 525-9010
RN Hospitality LLC	2566 North Erringer Road	Simi Valley	California	93065	(805) 526-3533
The Valor Group LLC	1155 Front Street	Soledad	California	93960	(831) 678-3833
Sanjay General Partnership	1228 Durfee Avenue	South El Monte	California	91733	(626) 579-4490
Bel Aire Hospitality, LLC	7450 Katella Avenue	Stanton	California	90680	(714) 891-0717
AAVAS Hospitality inc	6717 Plymouth Road	Stockton	California	95207	(209) 951-8120
Eshpal Hospitality LLC	817 Navy Drive	Stockton	California	95206	(209) 946-0923
Mike T. Patel	2533 North Piccoli Road	Stockton	California	75215	(209) 931-6675
Sunnyvale Hotel LLC	806 Ahwanee Ave	Sunnyvale	California	94086	(408) 720-1222
SUNV ENTERPRISE, LLC	775 North Mathilda Avenue	Sunnyvale	California	94086	(408) 736-4595
HIG Temecula Investments LLC	41900 Moreno Road	Temecula	California	92590	(951) 676-7199
MS & Sons Hospitality, LLC	72215 Varner Road	Thousand Palms	California	92276	(760) 343-1381
D Trac Hotel LLC	3810 North Tracy Boulevard	Tracy	California	95304	(209) 836-4900
VEER Hospitality Tulare LLC	1111 N. Blackstone Dr	Tulare	California	93274	(559) 686-1611

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D Thor Hotel, LLC	250 South Walnut Road	Turlock	California	95380	(209) 667-4100
Om Sai Tustin Hotel, Inc.	750 El Camino Real	Tustin	California	92780	(714) 544-5850
Deep Hospitality LLC	72562 Twentynine Palms Highway	Twentynine Palms	California	92277	(760) 904-6992
Jivan Hospitality, Inc.	1340 North State Street	Ukiah	California	95482	(707) 462-8873
Jivan Lodging, Inc	1208 South State Street	Ukiah	California	95482	(707) 468-5404
D Vaca Hotel LLC	107 Lawrence Drive	Vacaville	California	95687	(707) 447-5550
Jin-Vani Hospitality LLC	44 Admiral Callaghan Lane	Vallejo	California	94591	(707) 643-1061
KRISHNA HOSPITALITY LLC	1455 Enterprise Street	Vallejo	California	94589	(707) 643-7611
KKCD Ventura LLC	3075 Johnson Drive	Ventura	California	93003	(805) 650-0080
Rajveer Hospitality, Inc.	350 East Thompson Boulevard	Ventura	California	93001	(805) 653-0877
Ventura Lodging, Inc.	2145 East Harbor Boulevard	Ventura	California	93001	(805) 643-5100
Aviah Hospitality, Inc.	16868 Stoddard Wells Road	Victorville	California	92394	(760) 596-4000
Bhole Shiv Inc.	4645 W. Noble Avenue	Visalia	California	93277	(559) 732-5611
D Walnut LLC	2389 North Main Street	Walnut Creek	California	94596	(925) 935-4010
B5 Investments, LLC	125 Silver Leaf Drive	Watsonville	California	95076	(831) 728-4144
Jai Ambe Investments LLC	466 North Weed Boulevard	Weed	California	96094	(530) 938-4101
KKCD West Sacramento, Inc.	1254 Halyard Drive	West Sacramento	California	95691	(916) 372-3624
Subodh R. Patel and Diwaliben S. Patel	7115 McCracken Road	Westley	California	95387	(209) 894-3999
Katella Stanton LLC	6266 Westminster Boulevard	Westminster	California	92683	(714) 891-5366
Newport Hotel Venture, Inc.	13100 Goldenwest Street	Westminster	California	92683	(714) 895-0042
Williams Hospitality, Inc.	455 4th Street	Williams	California	95987	(530) 473-2111
Cross Roads Inn, Inc.	452 N. Humboldt Avenue	Willows	California	95988	(530) 934-7026
AURA Woodland LLC	1564 East Main Street	Woodland	California	95776	(530) 666-6777
Jai Ganesh Hospitality LLC	1785 S. Main Street	Yreka	California	96097	(530) 842-4111
D Aurora Hotel LLC	14031 East Iliff Avenue	Aurora	Colorado	80014	(303) 873-0286
JK Investment LLC	1925 Fremont Drive	Canon City	Colorado	81212	(719) 275-3377
Dhillon Hospitality LLC	3228 N. Chestnut Street	Colorado Springs	Colorado	80907	(719) 520-5400
Param Springs LLC	8280 Voyager Parkway	Colorado Springs	Colorado	92126	(719) 598-6700
Airport Hotels LLC	12020 East 39th Avenue	Denver	Colorado	80239	(303) 371-1980
Veer Hospitality Denver LLC	3050 West 49th Avenue	Denver	Colorado	80221	(303) 455-8888
D Fort Hotel, LLC	3900 East Mulberry Street	Fort Collins	Colorado	80524	(970) 482-6466
Akshar Hospitality, Inc. (a CO Entity)	65 South Grand	Fort Lupton	Colorado	80621	(303) 857-1800
The Colorado Hospitality Group LLC	776 Horizon Drive	Grand Junction	Colorado	81506	(970) 243-2628
Zarin Hospitality Group, Inc.	9201 E. Arapahoe Road	Greenwood Village	Colorado	80112	(303) 790-8220
Dhillon Hotel, LLC	480 Wadsworth Blvd	Lakewood	Colorado	80226	(303) 232-4924
Pueblo Motels LLC	4103 North Elizabeth Street	Pueblo	Colorado	81008	(719) 543-6221
D Thor Hotel, LLC	6 West 83rd Place	Thornton	Colorado	80221	(303) 429-1550
Wheat Ridge Hotels LLC	9920 West 49th Avenue	Wheat Ridge	Colorado	80033	(303) 424-0658
SUNRIN L.L.C.	21 Stony Hill Road	Bethel	Connecticut	06801	(203) 743-3855
Branford Enterprises, LLC	320 East Main Street	Branford	Connecticut	06405	(203) 483-5828
Seasons Hospitality, LLC	11 Hazard Avenue	Enfield	Connecticut	06082	(860) 741-3685
Jalaram Kripa LLC	404 Bridge Street	Groton	Connecticut	06340	(860) 445-8141

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Milford Enterprises, LLC	111 Schoolhouse Road	Milford	Connecticut	06460	(203) 877-8588
Niantic Management LLC	269 Flanders Road	Niantic	Connecticut	06357	(860) 739-6991
RUHI Hospitality, LLC	5 Heritage Road	Putnam	Connecticut	06260	(860) 928-7961
DIVV LLC	625 Queen Street	Southington	Connecticut	6489	(860) 621-7351
Wethersfield Lodging LLC	1341 Silas Deane Hwy	Wethersfield	Connecticut	06109	(860) 563-5900
Shivaan Inc.	3 National Drive	Windsor Locks	Connecticut	6096	(860) 292-6200
Keval Corporation	100 McIntosh Plaza	Newark	Delaware	19713	(302) 453-9100
Sairam, LLC	24057 Sussex Highway	Seaford	Delaware	19973	(302) 990-5399
Keshav Enterprises, Inc.	6711 Georgia Ave. N.W.	Washington	District of Columbia	20012	(202) 722-1600
NYA4 Associates, LLC	1345 4th Street NE	Washington	District of Columbia	20002	(202) 544-2000
Shiv Bradenton Hotel, LLC	660 67th Street Circle E	Bradenton	Florida	34208	(941) 747-6005
Hare Krishna Cocoa Beach LLC	3701 N Atlantic Avenue	Cocoa Beach	Florida	32931	(321) 783-3103
Hare Krishna Cutler Bay LLC	10775 Caribbean Blvd.	Cutler Bay	Florida	33189	(305) 253-9960
Hare Krishna Dania Beach LLC	825 East Dania Beach Boulevard	Dania Beach	Florida	33004	(954) 921-5505
Shubhlakshmimotels, LLC	2992 West International Speedway Boulevard	Daytona Beach	Florida	32124	(386) 253-0643
Hare Krishna Destin LLC	405 Highway 98 East #A	Destin	Florida	32541	(850) 837-0007
Reliance Hospitality of Englewood, LLC	2540 South McCall Road	Englewood	Florida	34224	(941) 474-5544
Shiv Ft. Pierce Hotel, LLC	2500 Peters Road	Fort Pierce	Florida	34945	(772) 461-9937
Hare Krishna Ft Lauderdale LLC	1801 State Road 84 West	Ft. Lauderdale	Florida	33315	(954) 760-7999
Kush Hotels II, Inc.	7413 West Newberry Road	Gainesville	Florida	32605	(352) 373-1604
Hare Krishna Jacksonville Hotel LLC	8285 Philips Highway	Jacksonville	Florida	32256	(904) 448-0021
Narayan Jacksonville Hotel LLC	6107 Youngerman Circle	Jacksonville	Florida	32244	(904) 777-6100
Hare Krishna Main Gate LLC	5731 West Irlo Bronson Memorial Highway	Kissimmee	Florida	34746	(407) 396-6333
Hare Krishna Lakeland Hotel, LLC	3120 US Highway 98 North	Lakeland	Florida	33805	(863) 682-0643
Hare Krishna Lantana Hotel LLC	1310 West Lantana Road	Lantana	Florida	33462	(561) 585-5833
R.K. Brothers Inc.	1499 South 6th Street	Macclenny	Florida	32063	(904) 259-5100
Sai Marianna LLC	2086 FL-71	Marianna	Florida	32448	(850) 526-5666
36th Street Doral, LLC	7330 NW 36th Street	Miami	Florida	33166	(305) 592-5440
Ocala Hotel LLC	3810 NW Blitchton Road	Ocala	Florida	34482	(352) 732-3131
Hare Krishna Universal LLC	5909 American Way	Orlando	Florida	32819	(407) 351-6500
Hare Krishna Winter Park LLC	5300 Adanson Road	Orlando	Florida	32810	(407) 647-1444
Kabam, LLC	5829 Pensacola Boulevard	Pensacola	Florida	32505	(850) 494-1122
Rhameshwar Hospitality, Inc.	5 North New Warrington Road	Pensacola	Florida	32506	(850) 457-7277
Rajesh Madhav	3651 West Blue Heron Boulevard	Riviera Beach	Florida	33404	(561) 844-2601
Spring Hill Hotel LLC	6172 Commercial Way	Spring Hill	Florida	34606	(352) 596-2007
Ekdant 1101 LLC	1101 North Temple Avenue	Starke	Florida	32091	(904) 964-7600
SHIV YOG CORPORATION	2738 North Monroe Street	Tallahassee	Florida	32303	(850) 386-7878

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Tallahassee Downtown Hotel LLC	1027 Apalachee Parkway	Tallahassee	Florida	32301	(850) 877-6171
Fidelity Group LLC	9942 Adamo Drive	Tampa	Florida	33619	(813) 623-5121
SUM3P, LLC	6626 East Drive Martin Luther King Jr. Boulevard	Tampa	Florida	33619	(813) 326-6667
Hare Krishna Venice Hotel LLC	281 US Highway 41 Bypass North	Venice	Florida	34285	(941) 485-8255
Sai Inc. of Wildwood	273 State Route 44	Wildwood	Florida	34785	(352) 748-2000
Shree Krishna, LLC	2719 Pointe North Boulevard	Albany	Georgia	31721	(229) 446-8000
Sumter Hospitality, LLC	1007 South Martin Luther King Jr. Boulevard	Americus	Georgia	31719	(229) 924-3613
Chandni Hospitality Inc.	311 Courtland Street NE	Atlanta	Georgia	30303	(404) 659-4545
Radheshvar, LLC	2820 Chamblee Tucker Drive	Atlanta	Georgia	30341	(770) 458-6626
S.H.D. Inc	1641 Peachtree Street NE	Atlanta	Georgia	30309	(404) 873-5731
Shiv Airport Hotel, LLC	1377 Virginia Avenue	Atlanta	Georgia	30344	(404) 762-5111
Hare Krishna Augusta Hotel, LLC	3421 Wrightsboro Road	Augusta	Georgia	30909	(706) 849-3100
ISHA Hospitality LLC	201 Boy Scout Road	Augusta	Georgia	30909	(706) 733-8200
SKyE Hotels, LLC	35 Price Creek Road	Bremen	Georgia	30110	(770) 537-4646
Vasoya LLC	3040 Scarlett Street	Brunswick	Georgia	31520	(912) 275-7276
Running With The Clouds LLC	12009 Gatson Boulevard	Byron	Georgia	31008	(478) 956-5300
Sanjeevani Vahak LLC	742 Highway 53 S.E.	Calhoun	Georgia	30701	(706) 629-8271
Canton Hotel LLC	114 River Point Parkway	Canton	Georgia	30114	(770) 345-8700
Shanap, Inc.	5657 HIGHWAY 20 NORTHEAST	Cartersville	Georgia	30121	(770) 386-1449
Narayan Columbus Hotel, LLC	3050 Victory Drive	Columbus	Georgia	31903	(706) 687-7214
Radhe Krishna Columbus Hotel, LLC	1325 Veterans Parkway	Columbus	Georgia	31901	(706) 322-2522
Neelakanth Enterprises, Inc.	128 Frontage Road	Commerce	Georgia	30529	(706) 335-5561
UMA Global Hotel, LLC	1351 Dogwood Dr. SW	Conyers	Georgia	30012	(770) 483-3220
Kavish Patel	1512 East 16th Avenue	Cordele	Georgia	31015	(229) 947-2766
Sai Dhara, LLC	2200 Chattanooga Road	Dalton	Georgia	30720	(706) 278-5522
Hare Krishna Decatur Hotel, LLC	2572 Candler Road	Decatur	Georgia	30032	(404) 254-5001
JAYAMBE MOTEL LLC	2108 Highway 441 South	Dublin	Georgia	31021	(478) 272-3640
Hare Krishna Duluth Hotel, LLC	3525 Breckinridge Boulevard	Duluth	Georgia	30096	(770) 931-3113
Hare Krishna Gainesville Hotel, LLC	1585 MONROE DRIVE	Gainesville	Georgia	30507	(770) 532-7531
Kishanvb Hospitality, LLC	213 General Screven Way	Hinesville	Georgia	31313	(912) 877-2124
Shree Laxmi Hotel LLC	628 Southside Commercial Pkwy	Jonesboro	Georgia	30236	(678) 674-1360
Camden Hotels LLC	120 Robert L. Edenfield Drive	Kingsland	Georgia	31548	(912) 729-6888
HARE KRISHNA LAGRANGE HOTEL, LLC.	1513 Lafayette Parkway	LaGrange	Georgia	30240	(706) 443-7067
Loyadham Hospitality LLC	4546 Hartley Bridge Road	Macon	Georgia	31216	(478) 788-7500
Loyadham RSM6 LLC	105 Riverside Parkway	Macon	Georgia	31210	(478) 474-9902
YK Delk Rd LLC	2360 Delk Road	Marietta	Georgia	30067	(770) 952-8161
Loyadham Hospitality LLC	688 GA-155 South	McDonough	Georgia	30253	(770) 957-5858
Mahi Hospitality Inc	2405 1st Avenue SE	Moultrie	Georgia	31788	(229) 985-2052
Om Sri Sai Om LLC	6 Herring Road	Newnan	Georgia	30265	(770) 251-2828
Aaliya Hotels LLC	6015 Oakbrook Parkway	Norcross	Georgia	30093	(770) 446-2311

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Unity Plus LLC	5395 Peachtree Industrial Blvd.	Norcross	Georgia	30092	(770) 446-2882
KPS Motel LLC	1004-A Saint Patrick's Drive	Perry	Georgia	31069	(478) 224-6600
JK Hospitality, LLC	1016 E. U.S. Highway 80	Pooler	Georgia	31322	(912) 748-5242
Hare Krishna Roswell Hotel, LLC	9955 Old Dogwood Road	Roswell	Georgia	30076	(770) 992-9449
Shiv Savannah Hotel, LLC	201 Stephenson Avenue	Savannah	Georgia	31405	(912) 355-4100
Shree Vishnu Savannah Hotel, LLC	6 Gateway Blvd E	Savannah	Georgia	31419	(912) 226-7259
SB Smyrna LLC	5300 South Cobb Drive	Smyrna	Georgia	30080	(404) 799-7000
Pramukh Swami Krupa LLC	77 Celebration Drive	Suwanee	Georgia	30024	(770) 271-5559
1103 King LLC	1103 King Road	Tifton	Georgia	31794	(229) 382-0395
Shri Shri Raj Inc.	2201 Georgia Highway 57	Townsend	Georgia	31331	(912) 832-4411
Bhavani Tucker Hotel, LLC	2810 Lawrenceville Highway	Tucker	Georgia	30084	(770) 496-1311
KISHAVJIVANDAS Motel LLC	3860 Flat Shoals Road	Union City	Georgia	30291	(770) 969-0110
Natvar Inc	2003 West Hill Avenue	Valdosta	Georgia	31601	(229) 333-0047
Shreeji Hospitality LLC	1440 Watson Boulevard	Warner Robins	Georgia	31093	(478) 922-2006
Mihir, LLC	1903 Memorial Drive	Waycross	Georgia	31501	(912) 283-3300
Shivay Hospitality LLC	2335 Highway 411 Northeast	White	Georgia	30184	(770) 334-3270
Landmark Hospitality, LLC	2323 Airport Way	Boise	Idaho	83705	(208) 344-3506
Sapphire Hospitality CDA LLC	610 West Appleway Avenue	Coeur D'Alene	Idaho	83814	(208) 664-6600
Rental Services LLC	1100 Lindsay Blvd.	Idaho Falls	Idaho	83402	(208) 529-5400
Mani LLC	1047 SOUTH PROGRESS AVE	Meridian	Idaho	83642	(208) 888-1212
Pioneer Rentals, LLC	1360 South 12th West	Rexburg	Idaho	83440	(208) 932-7201
Southfork Management L.L.C.	425 Farnsworth Way	Rigby	Idaho	83442	(208) 745-8700
ANMSS Inc.	1472 Blue Lakes Boulevard North	Twin Falls	Idaho	83301	(208) 734-3993
Alsip Hospitality Inc.	5150 West 127th Street	Alsip	Illinois	60803-3236	(708) 371-5600
DIYA ALLIANCE, L.L.C.	441 West Algonquin Road	Arlington Heights	Illinois	60005	(847) 806-1230
Bridgeview Hotel LLC	9625 South 76th Avenue	Bridgeview	Illinois	60455	(708) 430-1818
Caseyville Hospitality LLC	2431 Old Country Inn Drive	Caseyville	Illinois	62232	(618) 397-8867
BT Hospitality LLC	1412 West Fayette Avenue	Effingham	Illinois	62401	(217) 342-9271
Elk Grove Village Hotel LLC	1000 West Devon Avenue	Elk Grove Village	Illinois	60007	(847) 895-2085
O"Hare Airport Hotel LLC	2881 Touhy Avenue	Elk Grove Village	Illinois	60007	(847) 803-9400
Shree Krishna Hari LLC	834 Highway 24 West	Gilman	Illinois	60938	(815) 265-7283
Trademark Glenview LLC	1535 Milwaukee Avenue	Glenview	Illinois	60025	(847) 390-7200
KABJ ALLIANCE LLC	16940 South Halsted Street	Harvey	Illinois	60426	(708) 331-3400
3551 Joliet Inc.	3551 Mall Loop Drive	Joliet	Illinois	60431	(815) 439-1332
Joliet Lodging Inc.	1850 McDonough Street	Joliet	Illinois	60436	(815) 729-2800
Narayan Hospitality Corp.	901 South Tenney Street	Kewanee	Illinois	61443	(309) 853-8800
Lansing Friendship LLC	2151 Bernice Road	Lansing	Illinois	60438	(708) 418-8884
Navbharat Motel Inc.	1809 North Milwaukee Avenue	Libertyville	Illinois	60048	(847) 816-8006

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Mukesh Patel	2011 North Kickapoo Street	Lincoln	Illinois	62656	(217) 735-1202
Shreeji Krupa, LLC	8101 Express Drive	Marion	Illinois	62959	(618) 997-4701
Sai Aayush Krit, Inc.	4200 Lakeland Blvd	Mattoon	Illinois	61938	(217) 295-1602
Pinnacle Hospitality, LLC	2119 East 5th Street	Metropolis	Illinois	62960	(618) 309-6959
Atheneon Illinois Inc.	220 South 44th Street	Mount Vernon	Illinois	62864	(618) 242-1200
Naperville Hotel LLC	1585 Naperville Wheaton Road	Naperville	Illinois	60563	(630) 357-0022
BMK Hotels, LLC	1600 North Main Street	Normal	Illinois	61761	(309) 452-0422
Sixgold Hospitality LLC	1450 East Dundee Road	Palatine	Illinois	60074	(847) 359-0046
Concorde, Hotel LLC	2801 Court Street	Pekin	Illinois	61554	(309) 347-5533
AU Investment Group, Inc.	2726 West Lake Avenue	Peoria	Illinois	61615	(309) 688-7000
Prospect Heights Hotel LLC	540 North Milwaukee Avenue	Prospect Heights	Illinois	60070	(847) 459-0545
SHRI KRISHNA HOSPITALITY INC.	4850 East State Street	Rockford	Illinois	61108	(815) 398-5050
SKVN Hotels LLC	1800 Winnetka Circle	Rolling Meadows	Illinois	60008	(847) 818-8088
Schiller Park Hotel LLC	9408 Lawrence Avenue	Schiller Park	Illinois	60176	(847) 671-4282
Shayonam One LLC	6011 South 6th Street	Springfield	Illinois	62712	(217) 529-1633
TRI Murti Group, LLC	1701 J David Jones Parkway	Springfield	Illinois	62702	(217) 541-8762
Aksharanand Motel Inc.	1860 Dekalb Avenue	Sycamore	Illinois	60178	(815) 899-6500
Kuber 909 Corp.	909 Edwardsville Road	Troy	Illinois	62294	(618) 667-9916
Urbana Motel Inc.	1906 N. Cunningham Avenue	Urbana	Illinois	61802	(217) 344-1085
10 Villa Park Inc.	10 West Roosevelt Blvd.	Villa Park	Illinois	60181	(630) 741-9100
Karunesh LLC	31 N. Green Bay Road	Waukegan	Illinois	60085	(847) 336-9000
AAROHI HOSPITALITY LLC	2205 East 59th Street	Anderson	Indiana	46013	(765) 644-4422
Krupa, Inc.	924 N. Main Street	Cloverdale	Indiana	46120	(765) 795-3000
Haranamah Incorporated	1040 Corey Boulevard	Crawfordsville	Indiana	47933	(765) 362-0300
RK Hospitality, LLC	1334 North Washington Street	Dale	Indiana	47523	(812) 937-2294
Jay Amarnath Group LLC	3321 Plaza Court	Elkhart	Indiana	46514	(574) 264-0404
8250 Fishers Inc	8250 North by Northeast Blvd	Fishers	Indiana	46038	(317) 913-1920
Swamibapa, LLC	3003 W. Coliseum Boulevard	Fort Wayne	Indiana	46808	(260) 755-6323
3840 CLINE INC.	3840 179th Street	Hammond	Indiana	46324	(219) 845-0330
AU Hospitality, LLC	5845 Rockville Road	Indianapolis	Indiana	46224	(317) 247-4100
FAJR HOSPITALITY LLC	4585 South Harding Street	Indianapolis	Indiana	46217	(317) 781-1350
Indianapolis M6 East Corp.	3525 Shadeland Avenue	Indianapolis	Indiana	46226	(317) 549-2222
Sumeru Hotels LLC	9140 N. Michigan Road	Indianapolis	Indiana	46268	(317) 870-7765
Wind Hospitality Inc.	4345 Southport Crossing Way	Indianapolis	Indiana	46237	(317) 859-8888
Mira Hospitality LLC	2012 Hospitality Way	Jeffersonville	Indiana	47130	(812) 282-8000
Sunny Ravi Inc.	2808 South Reed Road	Kokomo	Indiana	46902	(765) 457-8211
Shri Hari 7, Inc.	139 Frontage Road	Lafayette	Indiana	47905	(765) 447-7566
B.H.M.Y. LLC	405 N. Mount Zion Road	Lebanon	Indiana	46052	(765) 482-9999
BI Investments LLC	8290 Louisiana Street	Merrillville	Indiana	46410	(219) 738-2701
Richmond Lodging Associates LLP	6030 National Road East	Richmond	Indiana	47374	(765) 966-6559
Jaykishan Corporation	365 Tanger Blvd.	Seymour	Indiana	47274	(812) 524-7443
Janki LLC	236 N Dixie Way	South Bend	Indiana	46637	(574) 404-2004
Cloud 9 Altoona Inc.	3225 Adventureland Drive	Altoona	Iowa	50009	(515) 967-5252
Dreams Unlimited, Inc.	211 W. Marty Drive	Avoca	Iowa	51521	(712) 343-6507

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Annie Hospitality, LLC	3325 Southgate Court Southwest	Cedar Rapids	Iowa	52404	(319) 366-7523
Cedar Rapids Hotel LLC	616 33rd Avenue Southwest	Cedar Rapids	Iowa	52404	(319) 366-2475
Cloud 9 Council Bluffs Inc.	3032 South Expressway Street	Council Bluffs	Iowa	51501	(712) 366-2405
Quad City Hospitality Inc.	101 W. 65th Street	Davenport	Iowa	52806	(563) 388-9999
Nuvision Hospitality Management Inc.	4940 NE 14th Street	Des Moines	Iowa	50313	(515) 266-5456
SVEER 2 HOTEL LLC	18 East Berle Road	Marshalltown	Iowa	50158	(641) 753-8181
Kelly L. Wise and Tamara Wise	2113 Sapp Brothers Drive	Percival	Iowa	51648	(712) 382-2100
Wise Motels, Inc.	203 Southeast 7th Street	Stuart	Iowa	50250	(515) 523-2888
Dhani Mahaveer, Inc.	2141 LaPorte Road	Waterloo	Iowa	50702	(319) 233-9191
Dhani, Inc.	2343 LOGAN AVENUE	Waterloo	Iowa	50703	(319) 236-3238
Essel Hotels LLC	7655 Office Plaza Drive North	West Des Moines	Iowa	50266	(515) 267-8885
VR LLC	712 West 7th Avenue	Augusta	Kansas	67010	(316) 775-5979
Shree Sai LLC	1985 SOUTH RANGE	Colby	Kansas	67701	(785) 462-8201
Goodland Investments LLC	2420 Commerce Rd.	Goodland	Kansas	57735	(785) 890-5672
Snap Hotels LLC	1931 Lacy Drive	Junction City	Kansas	66441	(785) 762-2215
Krishan Corporation	1130 N. 3RD STREET	Lawrence	Kansas	66044	(785) 749-4040
Lenexa Hospitality Group LLC	9725 Lenexa Drive	Lenexa	Kansas	66215	(913) 541-8558
Jitendra Bhakta and Rina Bhakta	720 East Pancake Boulevard	Liberal	Kansas	67901	(620) 624-0242
K.H.P. Group, Inc.	1501 South Hamilton Circle	Olathe	Kansas	66061	(913) 397-9455
Opras Hotel, LLC	6800 W. 108th Street	Overland Park	Kansas	66211	(913) 381-2860
Salina Investments LLC	635 West Diamond Drive	Salina	Kansas	67401	(785) 827-8397
Param Hotel, LLC	880 E. 160th Street South	South Haven	Kansas	67140	(620) 892-5271
Tenancy in Common between Vaibhavlaxmi LLC, Valam LLC and Vali LLC	709 Fairlawn Road	Topeka	Kansas	66606	(785) 272-8283
K&R Hospitality, Inc.	8302 E. Kellogg Drive	Wichita	Kansas	67207	(316) 612-4646
Regal Hotels, LLC	607 East 47th Street South	Wichita	Kansas	67216	(316) 529-4100
Shree Jalaram LLC	5736 W. Kellogg	Wichita	Kansas	67209	(316) 945-8440
Govind Hospitality LLC	1029 Cooper Drive	Berea	Kentucky	40403	(859) 986-7373
Jai Shiva Corbin, LLC	1891 Cumberland Falls Highway	Corbin	Kentucky	40701	(606) 215-3113
WELCOME ETOWN Inc.	1042 North Mulberry Street	Elizabethtown	Kentucky	42701	(270) 769-3102
Kshetrapal, LLC	7820 Commerce Drive	Florence	Kentucky	41042	(859) 980-1380
Laxmi Hospitality, LLC	401 Cherry Blossom Way	Georgetown	Kentucky	40324	(502) 863-1166
Jayambe, LLC	720 Complex Drive	Grand Rivers	Kentucky	42045	(270) 928-2700
OM Mahadev LLC	750 Newtown Court	Lexington	Kentucky	40511	(859) 233-0561
Shreejyoti Hospitality, LLC	2260 Elkhorn Road	Lexington	Kentucky	40505	(859) 293-1431
London Host LLC	285 West Highway 80	London	Kentucky	40741	(606) 878-9800
V Enterprises, LLC	6121 Airport Hotels Boulevard	Louisville	Kentucky	40213	(502) 742-4722
Triple SSS LLC	99 Free Henry Ford Road	Madisonville	Kentucky	42431	(270) 258-0008
Sonia Enterprises, LLC	602 Fraley Drive	Morehead	Kentucky	40351	(606) 784-8882
NRK Hospitality, LLC	4585 Frederica Street	Owensboro	Kentucky	42301	(270) 686-8606
Meera Hospitality, LLC	144 Joe B. Hall Avenue North	Shepherdsville	Kentucky	40165	(502) 543-4400

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Jai Maa Laxmi, LLC	1532 South Highway 27	Somerset	Kentucky	42501	(606) 678-4195
BlueBird Hotel LLC	164 Winning Colors Drive	Walton	Kentucky	41094	(859) 485-2330
Vijay Patel and Nayana V. Patel	3523 Veterans Memorial Drive	Abbeville	Louisiana	70510	(337) 898-3180
MacArthur Hospitality LLC	742 MacArthur Drive	Alexandria	Louisiana	71301	(318) 448-1611
Maha Laxmi LLC	10445 Reiger Road	Baton Rouge	Louisiana	70809	(225) 291-4912
Santosi MAA Krupa, LLC	1984 Airline Drive	Bossier City	Louisiana	71112	(318) 742-6000
Sairam 0621, LLC	1990 Rees Street	Breaux Bridge	Louisiana	70517	(337) 332-6900
Om Shanti Om Seven, L.L.C.	9565 Egan Highway	Crowley	Louisiana	70526	(337) 514-2253
Jennings Hotel LLC	607 Holiday Drive	Jennings	Louisiana	70546	(337) 824-8589
Sri Ganesh Group LLC	2216 Northeast Evangeline Throughway	Lafayette	Louisiana	70501	(337) 234-0383
Success Hospitality of Lake Charles, LLC	921 North Martin Luther King Highway	Lake Charles	Louisiana	70601	(337) 491-1000
Sohum Hospitality, LLC	3900 Highway 51	LaPlace	Louisiana	70068	(985) 652-5544
St Charles Lodging Inc.	12215 Highway 90	Luling	Louisiana	70070	(985) 331-0064
TOP FLOWER	1035 Martin Luther King Jr. Drive	Monroe	Louisiana	71203	(318) 322-3900
H-TOWN Hospitality, LLC	7624 LA-1	Natchitoches	Louisiana	71457	(318) 357-8281
MANJUGOVIND, L.L.C	2714 Highway 14	New Iberia	Louisiana	70560	(337) 359-4962
SHREE HARI OM LLC	4200 Old Gentilly Road	New Orleans	Louisiana	70126	(504) 324-9391
Jai Shree Aksharpurushottam LLC	4165 I-49 South Service Road	Opelousas	Louisiana	70570	(337) 948-9500
Yaanashvi Lodging, LLC	2800 Interstate 10	Port Allen	Louisiana	70767	(225) 343-5945
MMA BHAVANI L.L.C.	6715 Rasberry Lane	Shreveport	Louisiana	71129	(318) 671-0731
MAA Bhavani SD LLC	136 Taos Street	Slidell	Louisiana	70458	(985) 649-7925
Ram Krishana, L.L.C.	2022 Ruth Street	Sulphur	Louisiana	70663	(337) 527-8146
Jay Shree Santosi, LLC	401 Constitution Drive	West Monroe	Louisiana	71292	(318) 388-3810
OM Shivay LLC	1100 Hammond Street	Bangor	Maine	04401	(207) 947-4253
Portland Enterprises, LLC	One Riverside Street	Portland	Maine	04103	(207) 775-0111
Keshavjivan Hospitality, LLC	110 West North Avenue	Baltimore	Maryland	21201	(410) 752-2000
Andrews Hospitality, LLC	5701 Allentown Road	Camp Springs	Maryland	20746	(301) 702-1061
Akshar Hospitality, LLC	75 Hampton Park Boulevard	Capitol Heights	Maryland	20743	(301) 499-0800
Baltimore Hospitality, Inc.	5801 Baltimore National Pike	Catonsville	Maryland	21228	(410) 744-5000
Hospitality Management Group, LLC	1709 Edgewood Road	Edgewood	Maryland	21040	(410) 679-9700
Elkton Enterprises, LLC	223 Belle Hill Road	Elkton	Maryland	21921	(410) 392-5020
FDK Enterprises, LLC	999 West Patrick Street	Frederick	Maryland	21702	(301) 662-5141
GAI Enterprises, LLC	497 Quince Orchard Road	Gaithersburg	Maryland	20878	(301) 977-3311
OMEX LLC	11321 Massey Boulevard	Hagerstown	Maryland	21740	(301) 517-7977
Laurel Enterprises, LLC	3510 Old Annapolis Road	Laurel	Maryland	20724	(301) 497-1544
Nursery Rd Enterprises, LLC	5179 Raynor Avenue	Linthicum Heights	Maryland	21090	(410) 636-9070
Ft. Meade Motel Group, LLC	1630 Annapolis Road	Odenton	Maryland	21113	(410) 674-8900
Kush, Inc.	2615 N. Salisbury Road	Salisbury	Maryland	21801	(410) 749-5131
Westgate Hotel, LLC	391 Westgate Drive	Brockton	Massachusetts	02301	(508) 857-3700
Hare Krishna Danvers Hotel, LLC	65 Newbury Street	Danvers	Massachusetts	01923	(978) 774-8045

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Hare Krishna Framingham Hotel, LLC	1668 Worcester Road	Framingham	Massachusetts	01702	(508) 620-0500
Hare Krishna Leominster Hotel, LLC	48 Commercial Road	Leominster	Massachusetts	01453	(978) 537-8161
Om Shri Jagadamba, LLC	27 Belmont Street	Northborough	Massachusetts	01532	(508) 366-0202
Seekonk Enterprises, LLC	821 Fall River Avenue	Seekonk	Massachusetts	02771	(508) 336-7800
Hare Krishna Springfield, LLC	36 Johnny Cake Hollow Road	Springfield	Massachusetts	01020	(413) 592-5141
Hare Krishna Tewksbury Hotel, LLC	95 Main Street	Tewksbury	Massachusetts	01876	(978) 851-8677
Abo Hospitality, Inc.	38300 Grand River Avenue	Farmington Hills	Michigan	48335	(248) 615-1425
Krushnay LLC	3221 Plainfield Avenue Northeast	Grand Rapids	Michigan	49525	(616) 363-0800
OSGN Kalamazoo Inc.	3704 Vanrick Drive	Kalamazoo	Michigan	49001	(269) 344-9255
Chandi Karishma Enterprise, Inc.	W6002 US 2	Norway	Michigan	49870	(906) 563-7500
Aboona Corporation	18777 Northline Road	Southgate	Michigan	48195	(734) 287-8340
Warren Economy Hotel, Inc.	8300 Chicago Road	Warren	Michigan	48093	(586) 826-9300
Twin Cities Hospitality LLC	2019 East Main Street	Albert Lea	Minnesota	56007	(507) 377-0591
Brooklyn Center Hospitality LLC	2741 Freeway Boulevard	Brooklyn Center	Minnesota	55430	(763) 560-9789
VK Hospitality LLC	12920 Aldrich Avenue South	Burnsville	Minnesota	55337	(952) 681-2932
Duluth Hospitality LLC	200 South 27th Avenue West	Duluth	Minnesota	55806	(218) 723-1123
Lakeville Hospitality Group LLC	11274 210th Street West	Lakeville	Minnesota	55044	(952) 469-1900
DTY Hospitality, LLC	1731 Premier Drive	Mankato	Minnesota	56001	(507) 345-6666
Owatonna Hospitality LLC	2365 43rd Street NW	Owatonna	Minnesota	55060	(507) 446-8900
Sahiba Hospitality Group LLC	2107 W. Frontage Road	Rochester	Minnesota	55901	(507) 282-6625
Roseville Hospitality Group llc	2300 Cleveland Avenue South	Roseville	Minnesota	55113	(651) 639-3988
St. Paul Hotel LLC	1739 Old Hudson Road	Saint Paul	Minnesota	55106	(651) 771-5566
PRJS Corporation	1003 Highway 90	Bay St. Louis	Mississippi	39520	(228) 467-2511
Hare Krishna Biloxi Hotel, LLC	2476 Beach Boulevard	Biloxi	Mississippi	39531	(228) 388-2601
NH Hotel LLC	14203 Cook Road	Biloxi	Mississippi	39532	(228) 244-0232
M & M Hospitality Inc.	1210 Brookway Boulevard	Brookhaven	Mississippi	39601	(601) 833-3202
Hansa Hospitality, L.L.C.	1203 Highway 45 North	Columbus	Mississippi	39705	(662) 327-4450
PRAHAR VEDANT LLC	9355 US 49 South	Gulfport	Mississippi	39503	(228) 295-0313
Kanaiya LLC	6508 US 49	Hattiesburg	Mississippi	39401	(601) 301-6061
Jay Sambhu, LLC	2800 Greenway Drive	Jackson	Mississippi	39204	(601) 922-5600
Rishi Hospitality, LLC	6145 Interstate 55	Jackson	Mississippi	39213	(601) 956-8848
RAMKRISHNA LLC	2309 S. Frontage Road	Meridian	Mississippi	39301	(601) 292-6365
TAJ Hospitality Inc.	7105 Highway 63	Moss Point	Mississippi	39563	(228) 474-9300
Parshotam Corporation	216 North Pearson Road	Pearl	Mississippi	39208	(601) 936-9988
E & E, Inc.	767 E. Main Street	Tupelo	Mississippi	38804	(662) 844-5610
Vicksburg Battlefield Hotel LLC	4137 North Frontage Road	Vicksburg	Mississippi	39183	(601) 638-5811
R.S.P. Hotel, LLC	3400 Northwest Jefferson Street	Blue Springs	Missouri	64015	(816) 229-6311
Bechar Hospitality LLC	1017 Highway K	Bonne Terre	Missouri	63628	(573) 358-3328
1023 W Main St LLC	1023 West Main Street	Branson	Missouri	65616	(417) 334-1695
Om Sai Ram 50 Notch Lane Inc.	50 Notch Lane	Branson West	Missouri	65737	(417) 338-2941
LALA LLC	1920 Bob Griffin Road	Cameron	Missouri	64429	(816) 649-6147
Yogi-Krupa, Inc.	3402 I-70 Drive SE	Columbia	Missouri	65201	(573) 815-0123

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Jai Jalaram Hospitality, L.L.C.	123 Huckleberry Heights Drive	Hannibal	Missouri	63401	(573) 221-9988
Prayosham, LLC	5781 Campus Court	Hazelwood	Missouri	63402	(314) 731-3881
Aksharpith LLC	3636 NE Randolph Road	Kansas City	Missouri	64161	(816) 452-8585
KC Airport LLC	8230 NW Prairie View Road	Kansas City	Missouri	64151	(816) 741-6400
Super 6 Inn LLC	5750 Jade Road	Kingdom City	Missouri	65262	(573) 642-5500
Welcome Hospitality LLC	12330 Dorsett Road	Maryland Heights	Missouri	63043	(314) 878-1212
MBM Lodging, LLC	4101 North Highway 67	Poplar Bluff	Missouri	63901	(573) 776-6400
Carnegie Group LLC	2001 North Bishop Avenue	Rolla	Missouri	65401	(573) 364-1333
Relianse PanAm, LLC.	4021 Frederick Avenue	Saint Joseph	Missouri	64506	(816) 232-2311
Bravepath Lodging, LLC	14175 State Highway Z	Saint Robert	Missouri	65584	(573) 336-3036
Penny Value L.L.C.	3402 West Broadway	Sedalia	Missouri	65301	(660) 827-5890
Relianse Glenstone MO LLC	2655 North Glenstone Avenue	Springfield	Missouri	65803	(417) 831-2100
A-1 Hospitality Inc.	209 North Service Road West	Sullivan	Missouri	63080	(573) 468-4119
Relianse MT LLC	5400 Midland Road	Billings	Montana	59102	(406) 252-0093
Relianse MT North LLC	5353 Midland Road	Billings	Montana	59101	(406) 248-7551
Hormizd Investments LLC	817 Wheat Drive	Bozeman	Montana	59715	(406) 585-7888
LXS Hospitality LLC	220 North Wyoming Street	Butte	Montana	59701	(406) 723-4391
Roy D. Volk & Diane N. Volk	2 Treasure State Drive	Great Falls	Montana	59404	(406) 453-1602
DMK Hospitality Group K6, LLC	1540 U.S. 93 South	Kalispell	Montana	59901	(406) 952-3206
A.D.C., Inc.	3035 Expo Pkwy Commerce Center	Missoula	Montana	59808	(406) 549-6665
Laxmi Hospitality LLC	630 East Broadway	Missoula	Montana	59802	(406) 549-2387
saturn hospitality 2 llc	8060 US Highway 93 North	Missoula	Montana	59808	(406) 721-2110
Bosselman Motels, Inc.	111 Circle Road	Big Springs	Nebraska	69122	(308) 889-3671
Bosselman Motels, Inc.	7301 Bosselman Avenue	Grand Island	Nebraska	68803	(308) 384-6666
Sterling Hospitality LLC	2205 Osborne Drive East	Hastings	Nebraska	68901	(402) 463-6721
OSKOR, LLC	101 Talmadge	Kearney	Nebraska	68847	(308) 338-0705
Colorado Hospitality Services Inc.	3200 NW 12th Street	Lincoln	Nebraska	68521	(402) 475-1138
Ganesh, Inc.	6501 N. 28th Street	Lincoln	Nebraska	68504	(402) 438-4700
Highland Hospitality, LLC	2701 Halligan Drive	North Platte	Nebraska	69101	(308) 252-7038
Chokkaras Inc.	10919 J Street	Omaha	Nebraska	68137	(402) 592-2882
S & A, Inc.	3511 South 84th Street	Omaha	Nebraska	68124	(402) 391-4321
Swami Inc.	10560 Sapp Brothers Drive	Omaha	Nebraska	68138	(402) 896-6868
Janek Lodge, LLC	3040 Silverberg Drive	Sidney	Nebraska	69162	(308) 254-5463
Tenancy in Common between Vaibhavlaxmi LLC, Valam LLC & Vali LLC	4817 South Lincoln Avenue	York	Nebraska	68467	(402) 362-6660
Beatty Hospitality LLC	550 East Rt. 95 North	Beatty	Nevada	89003	(775) 553-9090
Carson City Hotel Group, LLC	2749 S. Carson Street	Carson City	Nevada	89701	(775) 885-7710
Star Hospitality LLC	3021 Idaho Street	Elko	Nevada	89801	(775) 332-0879
Ely Hospitality LLC	770 Avenue O	Ely	Nevada	89301	(775) 289-6671
Sonu LLC	1705 South Taylor Street	Fallon	Nevada	89406	(775) 423-2277
Om Hotels LLC	85 West Lake Mead Parkway	Henderson	Nevada	89015	(702) 564-1712
D Boulder LLC	4125 Boulder Highway	Las Vegas	Nevada	89121	(702) 457-8051
D Koval LLC	195 East Tropicana Avenue	Las Vegas	Nevada	89109	(702) 798-0728
D Martin LLC	5085 Dean Martin Dr.	Las Vegas	Nevada	89118	(702) 739-6747

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Speedway Hotel, LLC	6585 Speedway Blvd	Las Vegas	Nevada	89115	(702) 745-8448
D Reno Hotel, LLC	1901 South Virginia Street	Reno	Nevada	89502	(775) 827-0255
D Winne Hotel, LLC	1400 STARDUST STREET	Reno	Nevada	89503	(775) 747-7390
Reno Wells Hotel LLC	866 N. Wells Avenue	Reno	Nevada	89512	(775) 786-9852
D Cali, LLC	2405 Victorian Avenue	Sparks	Nevada	89431	(775) 358-1080
Kohinoor Investment Corporation	1561 6th Street	Wells	Nevada	89835	(775) 752-2116
Ratas Investment LLC	1800 West Winnemucca Boulevard	Winnemucca	Nevada	89445	(775) 332-0878
Hare Krishna Nashua North Hotel, LLC	2 Progress Ave	Nashua	New Hampshire	03062	(603) 889-4151
Hare Krishna Nashua South Hotel, LLc	77 Spit Brook Road	Nashua	New Hampshire	03060	(603) 888-1893
Protsmouth Enterprises, LLC	3 Gosling Road	Portsmouth	New Hampshire	03801	(603) 334-6606
NJ 18 Enterprises, LLC	244 State Route 18	East Brunswick	New Jersey	08816	(732) 390-4545
Exit 8 Land Limited Liability Company	351 Franklin Street	East Windsor	New Jersey	08520	(609) 448-7399
Aashirvad LLC	819 Spring Street	Elizabeth	New Jersey	07201	(908) 353-1365
Impu, Inc.	133 South Delsea Drive	Glassboro	New Jersey	08028	(856) 881-1000
New Castle Lodging Corporation	2995 Brunswick Pike	Lawrencevill e	New Jersey	08648	(609) 896-1100
Pooja Lodging NJ, LLC	2798 State Route 73 North	Maple Shade	New Jersey	08052	(856) 235-3550
Brunswick Lodging, LLC	26 U.S. Highway 1	New Brunswick	New Jersey	08901	(732) 828-8001
Piscataway Enterprise LLC	1012 Shelton Road	Piscataway	New Jersey	08854	(732) 981-9200
JAV of Somers Point II LLC	431 Bay Avenue	Somers Point	New Jersey	8244	(609) 365-2224
JSN Hospitality LLC	4035 Route 33 West	Tinton Falls	New Jersey	7753	(732) 922-9050
Jyoti Patel	2015 Route 37 East	Toms River	New Jersey	08753	(732) 929-1188
Ganesha, LLC	251 Panorama Boulevard	Alamogordo	New Mexico	88310	(575) 434-5970
ABQ 1701 LLC	1701 University Boulevard NE	Albuquerque	New Mexico	87102	(505) 843-9228
CARLISLE 3400 LLC	3400 Prospect Avenue NE	Albuquerque	New Mexico	87107	(505) 883-8813
Chandni Karishma Lodging, Inc.	13141 Central Avenue NE	Albuquerque	New Mexico	87123	(505) 294-4600
Kashi Hospitality, LLC	6015 Iliff Road Northwest	Albuquerque	New Mexico	87121	(505) 831-3400
PAN AMERICAN 8810 LLC	8510 Pan American Freeway NE	Albuquerque	New Mexico	87113	(505) 821-1472
Relianse Avenida NM LLC	1000 Avenida Cesar Chavez Southeast	Albuquerque	New Mexico	87102	(505) 243-8017
Chandni Lodging, Inc.	210 North Hill Road	Bernalillo	New Mexico	87004	(505) 771-9500
CKP, Inc.	3824 National Parks Highway	Carlsbad	New Mexico	88220	(575) 885-0011
Nila Investment LLC	1616 Mabry Drive	Clovis	New Mexico	88101	(575) 762-4591
Joy Hospitality Inc.	4601 East Pine Street	Deming	New Mexico	88030	(575) 546-2623
DKB, LLC	811 South Riverside Drive	Espanola	New Mexico	87532	(505) 753-5374
Farmington 1600 LLC	1600 Bloomfield Boulevard	Farmington	New Mexico	87401	(505) 326-4501
Hospitality 3306 LLC	3306 West Historic Highway 66	Gallup	New Mexico	87301	(505) 200-3272
Grants 1505 LLC	1505 East Santa Fe Avenue	Grants	New Mexico	87020	(505) 285-4607
Rani Hotels LLC	5220 N Lovington Hwy	Hobbs	New Mexico	88240	(575) 391-0282
786 Corporate 7, Inc.	2120 Summit Court	Las Cruces	New Mexico	88011	(575) 525-2055

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Creative Motel, LLC	1303 Main Street	Lordsburg	New Mexico	88045	(575) 542-8807
Chandni Karishma Partnership	1901 W. Route 66	Moriarty	New Mexico	87035	(505) 832-4451
Roswell Hospitality, LLC	3307 North Main	Roswell	New Mexico	88201	(575) 625-6666
Shivay Hotels, LLC	412 US Highway 70 West	Ruidoso	New Mexico	88345	(575) 630-1166
Chandni Karishma, Inc.	646 Cerrillos Road	Santa Fe	New Mexico	87501	(505) 982-3551
Santa Fe 3007 LLC	3007 Cerrillos Road	Santa Fe	New Mexico	87507	(505) 473-1380
Santa Rosa 3400 LLC	3400 Will Rogers Drive	Santa Rosa	New Mexico	88435	(505) 200-3273
CKD Lodging, Inc.	1040 East Highway 180	Silver City	New Mexico	88061	(575) 956-6235
Karishma Venture, Inc.	2151 N. Date Street	Truth Or Consequences	New Mexico	87901	(575) 894-7888
Tucumcari 2900 LLC	2900 East Route 66	Tucumcari	New Mexico	88401	(505) 200-3275
A&A Hotels LLC	100 Watervliet Ave.	Albany	New York	12206	(518) 438-7447
Ram Hotels, Inc.	1600 Central Avenue	Albany	New York	12205-2404	(518) 456-8982
4400 Maple LLC	4400 Maple Road	Amherst	New York	14226	(716) 834-2231
Shree Hari Hotels, LLC	1012 Front Street	Binghamton	New York	13905	(607) 771-0400
KSP Acquisitions LLC	52 Freeman Road	Buffalo	New York	14221	(716) 626-1500
Syracuse Lodging LLC	6577 Baptist Way	East Syracuse	New York	13057	(315) 433-1300
Elmsford Hotel Group LLC	19 West Main Street	Elmsford	New York	10523	(914) 592-5300
Shree Yogi Corp.	5245 Camp Road	Hamburg	New York	14075	(716) 648-2000
Midas Touch Gevaldig, LLC	345 East Main Street	Ilion	New York	13357	(315) 895-7777
Shree Jageshwar, LLC	3775 US Route 11	McGraw	New York	13101	(607) 753-7594
Oriskany Lodging Associates LLC	5920 Airport Road	Oriskany	New York	13424	(315) 736-0100
Maruti Hotels Inc.	1273 Chili Avenue	Rochester	New York	14624	(585) 464-8800
Jesons LLC	2700 Curry Road	Schenectady	New York	12303	(518) 355-8000
P&P OPERATING, INC.	978 Plantation Drive	Burlington	North Carolina	27215	(336) 227-3681
JP Hotels Charlotte Inc	1111 W. Sugar Creek Road	Charlotte	North Carolina	28213	(704) 598-2882
Mahavir & Muni Inc.	131 Red Roof Drive	Charlotte	North Carolina	28217	(704) 529-1020
Ishwer Krupa Enterprises, LLC	3454 Miller Bridge Road	Connelly Springs	North Carolina	26812	(828) 397-5573
Shivco, Inc.	3454 Hillsborough Road	Durham	North Carolina	27705	(919) 309-0037
Hare Krishna Fayetteville Hotel LLC	3719 Bragg Boulevard	Fayetteville	North Carolina	28303	(910) 487-9000
Taj Hotels LLC	1901 Broadcast Street	Gastonia	North Carolina	28052	(704) 854-8387
Hare Krishna Greensboro Hotel LLC	6009 Landmark Center Boulevard	Greensboro	North Carolina	27407	(336) 218-1000
Star Sky Hotels LLC	605 South Regional Road	Greensboro	North Carolina	27409	(336) 668-2085
JNC Hospitality, LLC	603 North Marine Boulevard	Jacksonville	North Carolina	28540	(910) 455-4100
JAY SREE SAI, LLC	2808 Lane Street	Kannapolis	North Carolina	28083	(704) 933-5080
Kenly Hospitality LLC	843 Johnston Parkway	Kenly	North Carolina	27542	(919) 284-3800
Jay Om LLC	2361 Lackey Road	Lumberton	North Carolina	28358	(910) 738-2410
D.T.L.P INVESTMENTS, LLC	1401 Buck Jones Road	Raleigh	North Carolina	27606	(919) 467-6171
Shri Hari Raleigh LLC	2641 Appliance Court	Raleigh	North Carolina	27604	(919) 856-9800
Anantaa, Inc.	1370 N. Wesleyan Blvd.	Rocky Mount	North Carolina	27804	(252) 984-0907
Radha Krishan, Inc.	1137 Morland Drive	Statesville	North Carolina	28677	(704) 871-1115
Relianse ND LLC	2433 State Street	Bismarck	North Dakota	58501	(701) 255-6878
Achal Hospitality, LLC	3110 39th Street South	Fargo	North Dakota	58104	(701) 282-9200
SB Hotels LLC	1202 36th Street South	Fargo	North Dakota	58103	(701) 232-9251
Minot Holdings LLC	1515 22nd Avenue, SW	Minot	North Dakota	58701	(701) 852-2201

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DHJR Hospitality, LLC	704 North Leavitt Road	Amherst	Ohio	44001	(440) 988-3266
SHREE SIDDHIVINAYAKDEV INC.	1423 Montgomery Road	Ashland	Ohio	44805	(419) 496-0377
Hari Aum LLC	848 State Route 97 West	Bellville	Ohio	44813	(419) 886-2292
Ambelal, LLC	11620 Chester Road	Cincinnati	Ohio	45246	(513) 771-0370
Shahil, LLC	5300 Kennedy Avenue	Cincinnati	Ohio	45213	(513) 531-6589
Ambe 99 LLC	5930 Scarborough Boulevard	Columbus	Ohio	43232	(614) 868-9290
Aum 99, LLC	6225 Quarter Horse Drive	Columbus	Ohio	43229	(614) 505-7534
KT Hotels LLC	3246 Olentangy River Road	Columbus	Ohio	43202	(614) 267-4646
SHREE SAINATH COLUMBUS LLC	750 Morse Road	Columbus	Ohio	43229	(614) 846-8520
Westwood Hospitality, L.L.C.	1309 Saint James Lutheran Lane	Columbus	Ohio	43228	(614) 870-2880
7130 DAYTON INC	7130 Miller Lane	Dayton	Ohio	45414	(937) 898-3606
LAXMI NARAY HOSPITALITY LLC	1944 Miamisburg Centerville Road	Dayton	Ohio	45459	(937) 435-1550
Sharda Hospitality Inc.	9325 N. Main Street	Dayton	Ohio	45415	(937) 836-8339
Neema Hospitality LLC	2000 William C. Good Boulevard	Franklin	Ohio	45005	(937) 743-8881
Sita Incorporated	1715 S. Broadway	Geneva	Ohio	44041	(440) 466-1168
Integrity Hospitality, LLC	1900 Stringtown Road	Grove City	Ohio	43123	(614) 875-8543
S & S Realty Ltd.	601 Rye Beach Road	Huron	Ohio	44839	(419) 433-7829
Sai Hospitality Lima, Inc.	1800 Harding Highway	Lima	Ohio	45804	(419) 228-0456
Bhagat Motel LLC	555 N. Trimble Road	Mansfield	Ohio	44906	(419) 529-2100
3122 Hospitality, LLC	3122 Eastpointe Drive	Medina	Ohio	44256	(330) 723-3322
Reva Hospitality LLC	7219 Engle Road	Middleburg Heights	Ohio	44130	(440) 234-0990
S & S Realty	11406 U.S. St. Rte. 250 North	Milan	Ohio	44846	(419) 499-8001
SRAM Corporation	22989 North Lorain Road	North Olmsted	Ohio	44070	(440) 617-6661
Jignesh and Pragna J. Shah	32751 LORAIN ROAD	North Ridgeville	Ohio	44039	(440) 327-6311
5171, LLC	5171 Brecksville Road	Richfield	Ohio	44286	(330) 659-6116
Oomriya Management, Inc	1135 Buck Road	Rossford	Ohio	43460	(419) 661-5050
Sidney Hotels Inc.	2009 West Michigan Street	Sidney	Ohio	45365	(937) 492-9164
Jay & J, LLC	11 W. Leffel Lane	Springfield	Ohio	45506	(937) 322-4942
Reva Streetsboro LLC	9371 State Route 14	Streetsboro	Ohio	44241	(330) 422-1234
Sar Hospitality, LLC	5335 Heatherdowns Boulevard	Toledo	Ohio	43614	(419) 865-2308
Misty Hospitality Inc.	1260 South Dorset Road	Troy	Ohio	45373	(937) 335-0021
Mahant 1957, LLC	35110 Maplegrove Road	Willoughby	Ohio	44094	(440) 975-9922
REVA YOUNGSTOWN LLC	4249 Belmont Avenue	Youngstown	Ohio	44505	(330) 759-4092
Navya Hospitality LLC	120 Holiday Drive	Ardmore	Oklahoma	73401	(580) 226-7666
Deeplaxmi Hospitality LLC	1101 South Mississippi Avenue	Atoka	Oklahoma	74525	(580) 889-7300
SSP Hospitality, LLC	1410 Southeast Washington Boulevard	Bartlesville	Oklahoma	74006	(918) 331-9151
Jayesh Jain and Sadhana Jain	18175 East Admiral Place	Catoosa	Oklahoma	74015	(918) 739-4855
Promise Hotels LLC	1720 S. Lynn Riggs Boulevard	Claremore	Oklahoma	74017	(918) 343-3297
Om Sai Hospitality LLC	2247 West Gary Boulevard	Clinton	Oklahoma	73601	(580) 323-6840
Devi Inn, Inc.	1506 Domino Drive	El Reno	Oklahoma	73036	(405) 262-6060

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Patel America Investments LLC	2604 E. Highway 66	Elk City	Oklahoma	73644	(580) 225-2541
MK HOSPITALITY GROUP OF OKLAHOMA LLC	202 South East Lee Boulevard	Lawton	Oklahoma	73501	(580) 355-9765
Eternal Hospitality LLC	1400 South George Nigh Expressway	McAlester	Oklahoma	74501	(918) 429-0910
McAlester Lodging, LLC	690 Bernhardt Drive	McAlester	Oklahoma	74501	(918) 429-0717
Muskogee Investments LLC	903 South 32nd Street	Muskogee	Oklahoma	74401	(918) 683-8369
J&J Hospitality, LLC	1016 26th Avenue NW	Norman	Oklahoma	73069	(405) 701-3300
Hanumanji Hospitality, Inc.	1337 SE 44TH STREET	Oklahoma City	Oklahoma	73129	(405) 601-3977
K.K. Mahadev, L.L.C.	12005 North I-35 Service Road	Oklahoma City	Oklahoma	73131	(405) 478-9292
Kushi Hospitality Group Inc.	4200 West I-40 Service Road	Oklahoma City	Oklahoma	73108	(405) 429-5299
Reno Hospitality, LLC	1800 East Reno Avenue	Oklahoma City	Oklahoma	73117	(405) 235-4531
Umiya, LLC	2727 W. I-44 Service Road	Oklahoma City	Oklahoma	73112	(405) 948-8000
Vira Management, LLC	7400 South May Avenue	Oklahoma City	Oklahoma	73159	(405) 682-4521
Maple Lodging LLC	1300 E. Cherokee	Sallisaw	Oklahoma	74955	(918) 775-6000
Mahavir LLC	3217 South 79th East Avenue	Tulsa	Oklahoma	74145	(918) 292-8280
MD & Sons, Inc.	2735 East Pacific Blvd.	Albany	Oregon	97321	(541) 926-4233
Shree Siddhi Vinayak LLC	288 West Marine Drive	Astoria	Oregon	97103	(503) 325-7111
RUKMINIS LLC	175 Campbell Street	Baker City	Oregon	97814	(541) 523-3431
Val-U Inn Shree Raj, LLC	12255 SW Canyon Road	Beaverton	Oregon	97005	(503) 646-4131
Hanuman Management, Inc.	201 North East 3rd Street	Bend	Oregon	97701	(541) 382-8282
Jay Surya, LLC.	463 SW First Avenue	Canby	Oregon	97013	(503) 266-5400
Coos Bay Hotel LLC	1445 North Bayshore Drive	Coos Bay	Oregon	97420	(541) 267-7171
Eugene-Springfield Hotel LLC	3690 Glenwood Dr	Eugene	Oregon	97403	(541) 687-2395
JR Hotel Management, Inc.	94433 Jerry's Flat Road	Gold Beach	Oregon	97444	(541) 247-4533
Grants Pass Hotel LLC	1800 NE 7th Street	Grants Pass	Oregon	97526	(541) 474-1331
MTN Hospitality Inc	1572 Northeast Burnside Road	Gresham	Oregon	97030	(503) 666-9545
Arvindkumar Mungra	635 South Highway 395	Hermiston	Oregon	97838	(541) 567-5561
Klamath Falls Hotel LLC	5136 South 6th Street	Klamath Falls	Oregon	97603	(541) 884-2110
Wolf of Lincoln City, OR, L.L.C.	3517 NORTHWEST HIGHWAY 101	Lincoln City	Oregon	97367	(541) 996-9900
CO Lodging Inc.	1539 US Highway 97	Madras	Oregon	97741	(541) 475-7217
Medford Airport Hotel LLC	2400 Biddle Road	Medford	Oregon	97504	(541) 779-0550
Medford Hotel LLC	950 Alba Drive	Medford	Oregon	97504	(541) 773-4290
Shanti Management, LLC	2633 Southeast Pacific Way	Newport	Oregon	97365	(541) 867-7055
A & J Hospitality, Inc.	275 NE 12th Street	Ontario	Oregon	97914	(541) 889-6617
Veer Hospitality Pendleton LLC	325 Southeast Nye Avenue	Pendleton	Oregon	97801	(541) 276-3160
Viru Hospitality, LLC	620 Tutuilla Road	Pendleton	Oregon	97801	(541) 276-8654
Jay Ram, LLC	4512 Southeast 82nd Avenue	Portland	Oregon	97266	(503) 774-8876
Munix, Inc.	9225 SE Stark St.	Portland	Oregon	97216	(503) 255-0808
Portland Central Hotel LLC	3104-06 SE Powell Blvd	Portland	Oregon	97202	(503) 238-0600
Rupa & Co., L.L.C.	518 Northeast Holladay Street	Portland	Oregon	97232	(503) 234-4391
Tenancy in Common Between Bernie Kumar LLC, Neal P	1125 NORTH SCHMEER ROAD	Portland	Oregon	97217	(503) 247-3700

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Tigard West Hotel LLC	17959 Southwest McEwan Road	Portland	Oregon	97224	(503) 684-0760
CO Lodging Inc.	2247 South Highway 97	Redmond	Oregon	97756	(541) 923-2100
Inn4, LLC	3100 N.W. Aviation Drive	Roseburg	Oregon	97470	(541) 672-3269
Northgate Hospitality, LLC	3195 Portland Road Northeast	Salem	Oregon	97301	(503) 585-2900
Raja 1, Inc.	1401 Hawthorne Avenue NE	Salem	Oregon	97301	(503) 371-8024
KESHAV LLC	2369 South Roosevelt Drive	Seaside	Oregon	97138	(503) 738-6269
Springfield Hotel LLC	3752 International Court	Springfield	Oregon	97477	(541) 741-1105
Inn4, LLC	1400 Hospitality Way	Sutherlin	Oregon	97479	(541) 459-6800
Laxmi Inc. of Oregon	2500 W. 6th Street	The Dalles	Oregon	97058	(541) 296-1191
Gopal, LLC	11455 Southwest Pacific Highway	Tigard	Oregon	97223	(503) 246-8451
Tigard Hotel LLC	17950 SW McEwan Road	Tigard	Oregon	97224	(503) 620-2066
Troutdale Hotel LLC	1610 Northwest Frontage Road	Troutdale	Oregon	97060	(503) 665-2254
Shanti Management, LLC	25438 Southwest Parkway Avenue	Wilsonville	Oregon	97070	(503) 682-2088
Jay Jala, LLC	681 Blue Barn Road	Allentown	Pennsylvania	18104	(610) 841-3838
Umajan, Inc.	1010 Dholu Road	Barkeyville	Pennsylvania	16038	(814) 786-8375
TanishRushi Ltd Liability Company	6305 Columbia Boulevard	Bloomsburg	Pennsylvania	17815	(570) 387-1776
Naresh Patel	1460 Harrisburg Pike	Carlisle	Pennsylvania	17015	(717) 249-7775
JJT Hospitality Management LLC	24 United Drive	Clarion	Pennsylvania	16214	(814) 226-8682
1944 Associates LP	2500 Market Place Boulevard	Coraopolis	Pennsylvania	15108	(412) 752-2220
Nehal Investments LLC	1064 State Route 93	Drums	Pennsylvania	18222	(570) 788-5887
A.P. & P. Development & Construction Co.	7455 Schultz Road	Erie	Pennsylvania	16509	(814) 868-0879
Kris Hospitality, Inc.	701 Altamont Boulevard	Frackville	Pennsylvania	17931	(570) 874-1223
Shree Hari Krupa, LLC	2959 LINCOLN HIGHWAY EAST	Gordonville	Pennsylvania	17529	(717) 687-3880
BVM Lodging Group, Inc.	7965 Jonestown Road	Harrisburg	Pennsylvania	17112	(717) 545-6944
Dream Land Hospitality LLC	4125 North Front Street	Harrisburg	Pennsylvania	17110	(717) 233-5891
KOP Enterprise LLC	815 W Dekalb Pike	King Of Prussia	Pennsylvania	19406	(610) 265-7200
Shree Krishina Inc.	2129 Lincoln Highway East	Lancaster	Pennsylvania	17602	(717) 393-8888
Tinicum Lodging, Inc.	600 Governor Printz Boulevard	Lester	Pennsylvania	19029	(610) 521-3909
PMP Hospitality LLC	6401 Bristol Pike	Levittown	Pennsylvania	19057	(215) 547-5000
Aayhana, Inc.	381 Cumberland Parkway	Mechanicsburg	Pennsylvania	17055	(717) 766-0238
Oam Swami Shriji, Inc.	2815 Old Montoursville Road	Montoursville	Pennsylvania	17754	(570) 368-8111
Sairam Hospitality LLC	200 Commerce Drive	New Cumberland	Pennsylvania	17070	(717) 774-8910
GT Hotels Inc.	221 East Byers Avenue	New Stanton	Pennsylvania	15672	(724) 925-1444
Eighty, Inc.	11580 Roosevelt Boulevard	Philadelphia	Pennsylvania	19116	(215) 464-9500
Relianse Pits LLC	211 Beecham Drive	Pittsburgh	Pennsylvania	15205	(412) 922-9400
78 Robinson Street, LLC	78 Robinson St.	Pottstown	Pennsylvania	19464	(610) 819-1288
Dream Home Hospitality, LLC	35 Roadside Drive	Shartlesville	Pennsylvania	19554	(610) 488-1578
Mahashankar LLC	265 East Street Road	Warminster	Pennsylvania	18974	(215) 674-2200
Shri Ranchhodji Associates	1385 W. Chestnut Street	Washington	Pennsylvania	15301	(724) 222-6500

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Hotel Squared PA LLC	884 Schechter Drive	Wilkes Barre	Pennsylvania	18702	(570) 826-0300
KY Siddhi Hospitality, LLC	125 Arsenal Road	York	Pennsylvania	17402	(717) 843-8181
KY Siddhi Hospitality, LLC	323 Arsenal Road	York	Pennsylvania	17402	(717) 846-6260
NPRI Enterprises, LLC	249 JT Connell Highway	Newport	Rhode Island	02840	(401) 848-0600
BGM Hospitality LLC	20 Jefferson Boulevard	Warwick	Rhode Island	02888	(401) 467-9800
MNP LTD	88 King St E	Estevan	Saskatchewan	S4A 2A4	3066348666
Northern Lites Hotel Inc.	118 Pacific Avenue	Kerrobert	Saskatchewan	S0L 1R0	306-834-2681
South Hill Inn (2003) Ltd	405 Ogilvie St	Moosomin	Saskatchewan	S0G 3N0	3064353666
Victoria Motor Park Inn LTD.	2050 Victoria Ave E	Regina	Saskatchewan	S4N 7B9	3065652251
Intra Fidem Investments Ltd	231 Marquis Drive	Saskatoon	Saskatchewan	S7R 1B7	3066656688
Souris Valley Lodging Inc.	1185 5th Avenue NE	Swift Current	Saskatchewan	S9H 5N7	3067786060
Mountbatten LLC	2058 Savannah Highway	Charleston	South Carolina	29407	(843) 556-5144
Tredgold LLC	2551 Ashley Phosphate Road	Charleston	South Carolina	29418	(843) 572-6590
Hare Krishna East Columbia Hotel LLC	7541 Nates Road	Columbia	South Carolina	29223	(803) 736-3900
Hare Krishna West Columbia Hotel LLC	1776 Burning Tree Road	Columbia	South Carolina	29210	(803) 736-3900
Ohm Florence, LLC	2004 West Lucas Street	Florence	South Carolina	29501	(843) 656-8700
Hare Krishna For Mill Hotel LLC	3541 Foothills Way	Fort Mill	South Carolina	29708	(803) 234-3708
Hare Krishna Greenville Hotel, LLC	2015 Wade Hampton Blvd.	Greenville	South Carolina	29615	(864) 751-4500
Riddhi Vinayak Hotels LLC	12 Impact Drive	Greenville	South Carolina	29605	(864) 277-2019
Hare Krishna MB Hotel, LLC	730 Frontage Road East	Myrtle Beach	South Carolina	29577	(843) 448-4899
Parin Hospitality, LLC	2912 Parkway Blvd.	Richburg	South Carolina	29729	(803) 789-7770
VAP Management, LLC	3706 Grandview Drive	Simpsonville	South Carolina	29680	(864) 962-8484
Shri Sai V, LLC	33 Campground Road	Walterboro	South Carolina	29488	(843) 538-3233
Bhole, LLC	1309 S. Ohlman Street	Mitchell	South Dakota	57301	(605) 996-0530
Relianse SD LLC	620 Latrobe Avenue	Rapid City	South Dakota	57701	(605) 221-0166
JalaPrabhu Partnership	2002 Whitaker Road	Athens	Tennessee	37303	(423) 745-4441
Krupa Corporation	9740 Highway 70 East	Bells	Tennessee	38006	(731) 772-9500
HS Developers, LLC	5505 Brainerd Road	Chattanooga	Tennessee	37411	(423) 713-2401
JP Kanisa, LLC	7707 Lee Highway	Chattanooga	Tennessee	37421	(432) 771-7280
Summit Associates	2440 Williams Street	Chattanooga	Tennessee	37408	(423) 265-7300
JRD Partnership	3080 Wilma Rudolph Boulevard	Clarksville	Tennessee	37040	(931) 648-8800
NTU Partnership	3000 Valley Hills Trail Road	Cleveland	Tennessee	37311	(423) 472-2185
Mohanlal and Bharti Patel	1100 S. Jefferson Avenue	Cookeville	Tennessee	38506	(931) 528-1040
Vishnavi, Inc.	901 U.S. 51	Covington	Tennessee	38019	(901) 475-0380
Shri Shitalnath, Inc.	2325 Hwy 46 South	Dickson	Tennessee	37055	(615) 446-2423
Satish and Reshma Patel	2331 Lake Road	Dyersburg	Tennessee	38024	(731) 287-0044
Kamalaamrut Lodge LLC	2281 Camp Jordan Parkway	East Ridge	Tennessee	37412	(423) 894-1417
Ram Ratan Corporation	309 Ownby Street	Gatlinburg	Tennessee	37738	(865) 436-7813
G6 Goodlettsville LLC	323 Cartwright Street	Goodlettsville	Tennessee	37072	(615) 859-9674
1963 Jackson, Inc.	1963 Highway 45 Bypass	Jackson	Tennessee	38305	(731) 668-7881

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Jai Sainath, Inc.	4234 Fort Henry Drive	Kingsport	Tennessee	37663	(423) 277-6960
HARI OM AMBE GP	495 Gallaher Road	Kingston	Tennessee	37763	(865) 376-2069
Jai Ganesha Hospitality Inc	722 Brakebill Road	Knoxville	Tennessee	37924	(865) 546-7271
Jai Ganesha Hospitality, LLC	258 Harry Lane Boulevard	Knoxville	Tennessee	37923	(865) 690-9777
Jai Kapish Hospitality, Inc.	5640 Merchants Center Boulevard	Knoxville	Tennessee	37912	(865) 689-7100
Mahesh D. and Dhani M. Patidar	2430 Hillsboro Boulevard	Manchester	Tennessee	37355	(931) 728-5257
Ava Hospitality LLC	210 South Pauline Street	Memphis	Tennessee	38104	(901) 528-0650
Graceland Hospitality LLC	1581 E. Brooks Road	Memphis	Tennessee	38116	(901) 345-3344
Shree of Memphis LLC	1585 Sycamore View Road	Memphis	Tennessee	38134	(901) 672-8184
Jai Jalaram Hospitality LLC	8181 US Hwy 51 N	Millington	Tennessee	38053	(901) 873-1000
Chandni Hospitality TN Inc.	148 Chaffin Place	Murfreesboro	Tennessee	37129	(615) 890-8524
Sai Krish Hospitality LLC	701 Stewarts Ferry Pike	Nashville	Tennessee	37214	(615) 889-9199
Surya Hotel Corp.	255 Heritage Blvd.	Newport	Tennessee	37821	(423) 623-1850
MRTR Hospitality LLC	2400 U.S. Highway 64	Pulaski	Tennessee	38478	(931) 363-4501
Laxmi Narayan LLC	340 Hester Drive	White House	Tennessee	37188	(615) 672-8850
Abilene 4951 LLC	4951 West Stamford Street	Abilene	Texas	79603	(325) 672-8462
JALSAA Hospitality LLC	1702 East Overland Trail	Abilene	Texas	79601	(325) 672-6433
ATX Hospitality LLC	4325 Belt Line Road	Addison	Texas	75001	(972) 386-4577
Bhavichand, L.L.C.	1185 West Highway 67	Alvarado	Texas	76009	(817) 783-2277
Neerali Lodging LLC	1470 South Bypass 35	Alvin	Texas	77511	(281) 331-4545
Bolton Hospitality, L.P.	4301 Interstate 40 East	Amarillo	Texas	79104	(806) 373-3045
Paramount Hospitality, LP	2032 Paramount Boulevard	Amarillo	Texas	79109	(806) 355-2574
RIBV Amarillo, Inc.	8601 Canyon Drive	Amarillo	Texas	79110	(806) 468-7100
Hari Ansh LLC	2705 West Wheeler Avenue	Aransas Pass	Texas	78336	(361) 233-4002
Arlington Lodging LLC	910 North Collins Street	Arlington	Texas	76011	(817) 261-8444
Mahaveer LLC	4024 Melear Drive	Arlington	Texas	76015	(817) 784-9490
OM Shiv Hari Corporation LLC	703 Benge Drive	Arlington	Texas	76013	(817) 860-2323
SHREE THAKORJI LLC	1100 West Main Street	Atlanta	Texas	75551	(903) 796-8235
AS ATX, LLC	8010 North Interstate 35	Austin	Texas	78753	(512) 837-9890
Hare Krishna Austin North Hotel, LLC	9420 NORTH INTERSTATE 35	Austin	Texas	78753	(512) 339-6161
Hare Krishna Austin South Hotel, LLC	2707 Interregional Highway South	Austin	Texas	78741	(512) 444-5882
HKV Hospitality, LLC	1901 Airport Commerce Drive	Austin	Texas	78741	(512) 580-0383
Om Nama Maha Laxmi LLC	7100 Interstate 35 N	Austin	Texas	78752	(512) 452-9401
Om Nama Vishnu, LLC	5330 Interregional Highway	Austin	Texas	78751	(512) 467-9111
Shreedev Investment, LLC	624 Boyd Road	Azle	Texas	76020	(817) 270-4207
SHIVSAI, LLC	12875 Seagoville Road	Balch Springs	Texas	75180	(972) 286-1010
CHG Baytown East LLC	8911 State Highway 146	Baytown	Texas	77520	(281) 691-6650
CHG Garth LLC	4911 Interstate 10 East	Baytown	Texas	77521	(281) 421-7300
Maa Adhya Shakti LLC	220 Interstate 10 North	Beaumont	Texas	77702	(409) 838-9991
Bedford M6, LLC	2904 Crystal Springs	Bedford	Texas	76021	(817) 545-2555
Mistry Hotels LLC	1509 Hogan Lane	Bellmead	Texas	76705	(254) 799-4957
RNDV Properties, L.L.C.	8601 BENBROOK BOULEVARD	Benbrook	Texas	76126	(817) 249-8885
K.T.B. Enterprises LLC	1228 South Main Street	Boerne	Texas	78006	(830) 249-3562
WIG Brenham, LLC	555 Highway 290 West	Brenham	Texas	77833	(979) 836-4590
Diwali Partners, LP	2255 North Expressway	Brownsville	Texas	78520	(956) 546-4699
MRNB, LLC	2377 N. Expressway 83	Brownsville	Texas	78520	(956) 504-2300
Diwali Bryan, LLC	1601 South Texas Avenue	Bryan	Texas	77802	(979) 822-6196

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Thakor Growth LLC	3113 Texas East 21	Bryan	Texas	77803	(979) 779-0020
Sandy MJ, LLC	3001 N. Tradedays Blvd.	Canton	Texas	75103	(903) 567-0455
TABya Development, LLC	800 Arrow Point Drive	Cedar Park	Texas	78613	(512) 260-3233
Tejal & Akash, LLC	209 Cedar Lane	Channelview	Texas	77530	(281) 864-7594
ANSH Properties LLC	1612 Avenue F Northwest	Childress	Texas	79201	(940) 937-8533
Shree Umia LLC	1720 W. Henderson Street	Cleburne	Texas	76033	(817) 666-1100
Sai Daya LLC	1004 South Washington Avenue	Cleveland	Texas	77327	(281) 592-0551
Suryanarayan Corporation	1000 Highway 332	Clute	Texas	77531	(979) 265-4764
PH Station LLC	2327 Texas Avenue South	College Station	Texas	77840	(979) 696-3379
Arcelia Ltd.	2233 Vine Street	Colorado City	Texas	79512	(325) 728-4100
VAZS, LLC	820 Interstate 45 South	Conroe	Texas	77304	(936) 760-4003
8202 Padre Island, LLC	8202 S. Padre Island Drive	Corpus Christi	Texas	78412	(361) 991-8858
845 Lantana, LLC	845 Lantana Street	Corpus Christi	Texas	78408	(361) 289-9397
Couture Hotel Corporation	6301 Interstate 37	Corpus Christi	Texas	78409	(361) 826-5100
Deven and Mayuri Bhakta	5850 Williams Drive	Corpus Christi	Texas	78412	(361) 906-1500
Navarro County Hospitality, LLC	2018 South Highway 287	Corsicana	Texas	75110	(903) 874-6300
621 Plaza, LLC	2380 W. Northwest Highway	Dallas	Texas	75220	(214) 904-9955
AUM Sriram LLC	2660 Forest Lane	Dallas	Texas	75234	(972) 484-9111
Dallas OM SAI, LLC	13185 N. Central Expressway	Dallas	Texas	75243	(972) 907-9500
Krishna Balram, LLC	1625 Regal Row	Dallas	Texas	75247	(469) 726-2250
Krupalaxmi LP	8510 East R.L. Thornton Fwy	Dallas	Texas	75228	(214) 328-8500
Oak Cliff Hospitality, L.P.	4610 South R.L. Thornton Freeway	Dallas	Texas	75224	(214) 371-6800
PH Market Ctr, LLC	2023 Market Center Boulevard	Dallas	Texas	75207	(214) 741-9000
Sai R N S, Inc.	1736 Fort Worth Avenue	Dallas	Texas	75208	(214) 748-3939
Shri Vishnu Corporation	10921 Estate Lane	Dallas	Texas	75238	(214) 340-2299
Pramukh Hotel Group LLC	1900 South Trinity Street	Decatur	Texas	76234	(940) 627-2463
Del Rio Hotel Group, LLC	2115 Veterans Blvd.	Del Rio	Texas	78840	(830) 774-2115
GNP HOSPITALITY, INC.	615 North Highway 75	Denison	Texas	75020	(903) 465-4446
Maruti Jalaram, LLC	4125 N. Interstate 35	Denton	Texas	76207	(940) 566-4798
Duncan Hotel LLC	202 Jellison Road	Duncanville	Texas	75116	(972) 296-0345
Maverick Lodging, Inc.	2338 E. Main Street	Eagle Pass	Texas	78852	(830) 757-8100
Jay amrit Development, Ltd.	1806 CLOSNER BLVD.	Edinburg	Texas	78539	(956) 383-8800
Chandni Inc.	6363 Montana Avenue	El Paso	Texas	79925	(915) 778-3311
El Placer East, LLC	12211 Gateway Boulevard West	El Paso	Texas	79936	(915) 858-1600
Relianse Land M6 LLC	1330 Lomaland Drive	El Paso	Texas	79935	(915) 592-6386
Riddhi Hospitality, Inc.	7840 N. Mesa Street	El Paso	Texas	79932	(915) 584-4030
Ennis hospitality Group, LLC	100 South Interstate 45	Ennis	Texas	75119	(972) 875-3390
E2 Hospitality LLC	110 West Airport Freeway	Euless	Texas	76039	(817) 545-0141
FTW Prosper Hospitality, L.L.C.	1001 West Airport Freeway	Euless	Texas	76040	(817) 445-5000

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FB Prosper Hospitality, L.L.C.	13235 N. Stemmons Freeway	Farmers Branch	Texas	75234	(972) 620-7333
KKCDS Fort Stockton LLC	3001 West Dickinson Boulevard	Fort Stockton	Texas	79735	(432) 336-9737
Anup Investments, LLC	3861 Tanacross Drive	Fort Worth	Texas	76137	(817) 834-6700
Ashutosh Corporation	4201 South Freeway	Fort Worth	Texas	76115	(817) 923-8281
Bhavani Ma Corporation	2520 Northeast 28th Street	Fort Worth	Texas	76106	(817) 624-3104
Dave2004 Lodging LLC	6450 South Freeway	Fort Worth	Texas	76134	(817) 288-0052
Genesis Hospitality, L.L.C.	913 East Northside Drive	Fort Worth	Texas	76102	(817) 332-9693
PKA Enterprises LLC	10675 South Freeway	Fort Worth	Texas	76140	(817) 551-7000
Prosper Hospitality, LLC	3271 North Freeway	Fort Worth	Texas	76106	(817) 886-4505
Satguru Krupa, LLC	2425 Scott Avenue	Fort Worth	Texas	76103	(817) 535-2591
White Settlement Hotel Corporation	7960 I-30 West	Fort Worth	Texas	76108	(817) 246-7168
Shri Maa, LLC	1015 West 2nd Street	Freeport	Texas	77541	(979) 239-1602
CHG Galveston, LLC	7404 Avenue J	Galveston	Texas	77554	(409) 740-3794
Garland Hotels, LP	436 West Interstate 30	Garland	Texas	75043	(972) 226-7140
Garland NW, LLC	12721 Interstate 635	Garland	Texas	75041	(972) 271-7581
HRD Investment LLC	1005 Leander Road	Georgetown	Texas	78628	(512) 863-7504
30 GP LLC.	1410 North State Highway 161	Grand Prairie	Texas	75050	(972) 641-3021
Jalaram Shiv, L.L.C.	1108 N. Highway 360	Grand Prairie	Texas	75050	(972) 975-0000
Prayosham Greenville L.L.C.	5109 Interstate 30	Greenville	Texas	75401	(903) 455-0515
Ohmkar Enterprises, Inc.	5101 East Parkway	Groves	Texas	77619	(409) 962-3000
Valley Hotelier, Inc.	205 NORTH EXPRESSWAY 77	Harlingen	Texas	78550	(956) 423-9292
JSCV Lodging, LLC	1500 U.S. Highway 259	Henderson	Texas	75654	(903) 392-8861
2DSB, INC.	500 West First Street	Hereford	Texas	79045	(806) 364-3020
Shivam Hillsboro LLC	1506 Hillview Drive	Hillsboro	Texas	76645	(254) 580-9000
A&R Hotels, LLC	4965 Airline Drive	Houston	Texas	77022	(346) 772-0194
ARTCP LLC	10155 East Freeway	Houston	Texas	77029	(281) 974-4156
Baleshwar, LLC	5555 West 34th Street	Houston	Texas	77092	(713) 682-8588
CHG Medical Center, LLC	3223 South Loop West	Houston	Texas	77025	(713) 664-6425
Exemplary Hospitality LLC	2900 West Sam Houston Parkway	Houston	Texas	77042	(281) 767-9622
FM 1960 Hospitality Limited Liability Company	8711 Cypress Creek Parkway	Houston	Texas	77070	(281) 469-8711
Maankee Hospitality LLC	9005 Airport Boulevard	Houston	Texas	77061	(713) 943-3300
Mital Patel and Falguni Patel	12550 Kuykendhal Road	Houston	Texas	77090	(832) 705-8992
Raja Hospitality LLC	7505 Fallbrook Drive	Houston	Texas	77086	(281) 441-0100
S & B Hospitality LLC	15101 Katy Freeway	Houston	Texas	77094	(281) 646-7800
Siyaram, LLC	415 FM 1960 Road	Houston	Texas	77073	(281) 784-1112
Alisha & Ishan Lodging Group LLC	15319 Eastex Freeway	Humble	Texas	77396	(281) 441-7887
Ashton Hospitality, LLC	122 Interstate 45	Huntsville	Texas	77340	(936) 291-6927
Shiv I J, LLC	110 South I-45	Hutchins	Texas	75141	(972) 225-8088
BHP Investments Company	3950 West Airport Freeway	Irving	Texas	75062	(972) 790-1950
Doaba Hospitality LLC	7800 Heathrow Drive	Irving	Texas	75063	(972) 915-3993
Jai Monibaba Group, LLC	1205 South Loop 12	Irving	Texas	75060	(972) 721-1025
PH Irving, LLC	510 South Loop 12	Irving	Texas	75060	(972) 438-4227
Ricky Hospitality LLC	2531 W. Airport Freeway	Irving	Texas	75062	(972) 871-0014

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Shreedev, LLC	501 South Broadway Street	Joshua	Texas	76058	(682) 459-0040
AJNISHA Builders LLC	1403 East Highway 97	Jourdanton	Texas	78026	(830) 770-0562
Forsight Investments, Inc.	22105 Katy Freeway	Katy	Texas	77450	(281) 395-4866
HBP Lodging, Ltd.	1810 Sidney Baker Road	Kerrville	Texas	78028	(830) 257-1500
Trotters Independent Traders, LLC	3501 US Highway 259 North	Kilgore	Texas	75662	(903) 983-3456
Advance ERA Investment Group Inc.	800 E. Central Texas Expressway	Killeen	Texas	76542	(254) 634-4151
Ishwar Ichha of Kingsville LLC	101 North US 77	Kingsville	Texas	78363	(361) 221-1397
Lancaster Hospitality, LLC	1750 North Beckley	Lancaster	Texas	75134	(972) 228-1255
Bajarangi Group LLC	5920 San Bernardo Avenue	Laredo	Texas	78041	(956) 722-8133
Ciro"s Investments, LTD	7124 Rosson Lane	Laredo	Texas	78041	(956) 568-0646
Relianse Glenstone MO LLC	5310 San Bernardo Avenue	Laredo	Texas	78041	(956) 725-8187
PH Lewisville, LLC	1705 Lakepointe Drive	Lewisville	Texas	75057	(972) 436-5008
Voltron Hospitality, Inc.	200 North Stemmons Freeway	Lewisville	Texas	75067	(972) 434-1000
SRJJB1, Inc.	13307 County Road 472	Lindale	Texas	75771	(903) 882-7800
Samlash Hotel Management, LLC	117 Highway 59 Loop South	Livingston	Texas	77351	(936) 327-2451
Longview Joint Venture, LLC	419 North Spur 63	Longview	Texas	75601	(903) 212-8300
SAI Longview I-20, LLC	110 South Access Road	Longview	Texas	75603	(903) 758-5256
GP Hospitality Group LLC	909 66th Street	Lubbock	Texas	79412	(806) 745-5541
Smit Inc.	1110 South Timberland Drive	Lufkin	Texas	75901	(936) 637-7850
Western Lodge Investment, Inc.	2007 East Main Street	Madisonville	Texas	77864	(936) 348-7654
Dynamic Development LLC	1400 Ollie Lane	Marble Falls	Texas	78654	(830) 265-6565
Dipan S. Patel and Reena Patel	6002 East End Boulevard South	Marshall	Texas	75672	(903) 935-1184
Creative Lodging Group, LLC	801 E. Expressway 83	Mcallen	Texas	78501	(956) 630-2727
Relianse Glenstone MO LLC	700 West Expressway 83	McAllen	Texas	78503	(956) 687-3700
Inn McKinney, Inc.	2125 White Ave.	McKinney	Texas	75069	(972) 542-8600
DIYA Management, LLC	121 Grand Junction Blvd	Mesquite	Texas	75149	(972) 289-5481
Acumen Hospitality, LLC	1800 Beal Parkway	Midland	Texas	79703	(432) 262-0044
ASK Hospitality, LLC	105 Karl Kessler Boulevard	Mineral Wells	Texas	76067	(940) 327-0077
Sarina Group Limited	1813 E. Expressway 83	Mission	Texas	78572	(956) 581-1919
Axiom Land LLC	701 W. Service Road I-20	Monahans	Texas	79756	(432) 251-6460
Aatithya LLC	2502 W. Ferguson Road	Mount Pleasant	Texas	75455	(903) 572-6611
Nacogdoches Joint Venture LLC	4809 NW Stallings Drive	Nacogdoches	Texas	75964	(936) 560-1906
RDP Lodging, Inc.	1275 North Interstate 35	New Braunfels	Texas	78130	(830) 626-0343
Joint- Tenancy Agreement between SB Bhavani, LLC	7804 Bedford Euless Road	North Richland Hills	Texas	76180	(817) 591-4880
Sitaram Patidar, LLC	5151 Thaxton Parkway	North Richland Hills	Texas	76180	(817) 479-8160
KKCDS Odessa LLC	200 East I-20 Service Road, Odessa, TX 79766	Odessa	Texas	78766	(432) 272-8702
Nikhil Investments, LLC	1831 East 2nd Street	Odessa	Texas	79761	(432) 614-6297
BJTD Hospitality McKinney, LLC	1101 East Palestine Avenue	Palestine	Texas	75801	(903) 723-3054

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Bhikhi, Inc.	425 35th Street Northeast	Paris	Texas	75460	(903) 785-3871
Pasadena Motor Inn, LLC	3010 E. Pasadena Freeway	Pasadena	Texas	77503	(713) 472-4100
Sunil & Selma Wadhwani	4701 NORTH CAGE	Pharr	Texas	78577	(956) 781-7202
Krishna Hospitality, Inc.	4801 W. Plano Parkway	Plano	Texas	75093	(972) 867-1111
P2 Hospitality LLC	2550 North Central Expressway	Plano	Texas	75074	(972) 578-1626
Maruti2 Lodging LLC	2621 Highway 35 North	Port Lavaca	Texas	77979	(361) 552-3393
Blue Door Hospitality LLC	133 US-181 Frontage Road	Portland	Texas	78374	(361) 643-4300
Peacock Hospitality Management LLC	202 South Interstate Hwy. 35E	Red Oak	Texas	75154	(972) 617-3501
Vinayak, LLC	300 Holly Parkway	Rhome	Texas	76078	(817) 636-6140
PH Northlake, LLC	13601 Raceway Drive	Roanoke	Texas	76262	(817) 541-3625
K&K Hospitality, LLC	1006 FM 3036	Rockport	Texas	78382	(361) 450-0489
Jay Parmatma, LLC	27927 Southwest Freeway	Rosenberg	Texas	77471	(281) 342-7888
Embassy Partners, Ltd.	1400 North Interstate 35	Round Rock	Texas	78681	(512) 255-4437
Saginaw Lodging LLC	5335 South Blue Mound Road	Saginaw	Texas	76106	(817) 717-7100
SAI SHY AM HOTELS LLC	311 Bryant Blvd.	San Angelo	Texas	76903	(325) 658-8061
Aadhyashivansh Hospitality LLC	5522 North Panam Expressway	San Antonio	Texas	78218	19722496637
ADKP Hospitality LLC	2185 Southwest Loop 410	San Antonio	Texas	78227	(210) 673-9020
Avalon Hospitality, LTD	9447 Interstate Highway 10 West	San Antonio	Texas	78230	(210) 558-9070
Brookhollow A-1 LLC	126 Kenley Place	San Antonio	Texas	78232	(210) 447-9000
BV Vikas, Inc.	6015 Interstate Highway 10 West	San Antonio	Texas	78201	(210) 737-1855
CKP Hospitality, Inc.	7500 Louis Pasteur Drive	San Antonio	Texas	78229	(210) 616-0030
Dev Inn, Inc.	218 South WW White Road	San Antonio	Texas	78219	(210) 333-3346
Diligent Hospitality LLC	7950 SOUTH PANAM EXPRESS	San Antonio	Texas	78224	(210) 928-2866
Mahendra D. Patel	211 North Pecos Street	San Antonio	Texas	78207	(210) 225-1111
Mahendra D. Patel	16500 Interstate 10 West	San Antonio	Texas	78257	(210) 697-0731
Mahendra D. Patel	9400 Wurzbach Road	San Antonio	Texas	78240	(210) 593-0013
MULHOLLAND HOSPITALITY LLC	11591 I-35 North	San Antonio	Texas	78233	(210) 654-9111
Pooja Property, Inc.	3370 Interstate Highway 35 North	San Antonio	Texas	78219	(210) 271-3100
Trishul 1604, Ltd.	11425 West Loop 1604 North	San Antonio	Texas	78254	(210) 695-6616
Virpur LLC	748 HOT WELLS BOULEVARD	San Antonio	Texas	78223	(210) 533-6667
CHG San Marcos, LLC	1321 North Interstate 35	San Marcos	Texas	78666	(512) 593-4579
SHVA, Inc.	1701 North Interstate Highway 35	San Marcos	Texas	78666	(512) 395-8000
Alomo Country Limited	1826 I-10 West	Seguin	Texas	78155	(830) 372-4440
Bhakta Enterprises, Inc.	1006 E. 12th Street	Shamrock	Texas	79079	(806) 256-2111
Avi Zai LLC	8154 HIGHWAY 77	Sinton	Texas	78387	(361) 364-1853
P.Y.T.R. Hotels, LLC	1137 East U.S. Highway 180	Snyder	Texas	79549	(325) 573-1961
MAR SO TX LLC	1312 North Service Road	Sonora	Texas	76950	(325) 387-3516
ARKA Hospitality LLC	4630 Techniplex Drive	Stafford	Texas	77477	(281) 240-8100
Jai Jalaram Investment, LLC	701 East South Loop	Stephenville	Texas	76401	(254) 968-3392
Relianse Springs LLC	1529 E. Industrial Drive	Sulphur Springs	Texas	75482	(903) 885-2105

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Divyang Investment, LLC	802 North General Bruce Drive	Temple	Texas	76504	(254) 771-3631
Mira Place Lodging, LLC	101 Mira Place	Terrell	Texas	75160	(972) 563-0300
Golden Sapphire Hospitality LLC	8540 FM 1765	Texas City	Texas	77591	(409) 229-1474
Pineywoods Hospitality, Ltd.	3393 South Southwest Loop 323	Tyler	Texas	75701	(903) 509-1999
My Nic Nat Investments Inc.	924 E. Main	Uvalde	Texas	78801	(830) 900-7084
JD Lodging, Inc.	1805 W. Broadway	Van Horn	Texas	79855	(432) 283-2992
Scottsburg Hospitality Corp	3716 Houston Highway	Victoria	Texas	77901	(361) 573-1273
KDP1 Investments, Ltd.	3912 Interstate 35 South	Waco	Texas	76706	(254) 662-3320
My Sainath Inc.	1008 East Crest Drive	Waco	Texas	76705	(254) 799-4944
MU Hospitality, LLC	200 North Interstate 35E	Waxahachie	Texas	75165	(972) 937-4202
Aumkar Hospitality, L.L.C.	150 Alford Drive	Weatherford	Texas	76086	(817) 594-1740
CHG Webster LLC	1001 West Nasa Parkway	Webster	Texas	77598	(281) 332-4581
Princess Sabreena Ltd.	1024 W. Expressway 83	Weslaco	Texas	78596	(956) 647-5231
JMG Wichita Falls, LLC	1211 Central Freeway	Wichita Falls	Texas	76306	(940) 723-5541
Sweet Gum Inc	46318 Interstate 10 E	Winnie	Texas	77665	(409) 296-9292
Shree Gajanand Enterprises LLC	7007 Woodway Drive	Woodway	Texas	76712	(254) 751-7400
5 Star, LLC	1345 N. 450 WEST	Beaver	Utah	84713	(435) 438-1666
MAA Cedar Hospitality, LLC	1620 West 200 North	Cedar City	Utah	84720	(435) 586-9200
Green River Hotel Group, LLC	1860 E. Main Street	Green River	Utah	84525	(435) 564-3436
D Lehi, LLC	210 South 1200 East	Lehi	Utah	84043	(801) 768-2668
D Midvale, LLC	7263 South Catalpa Street	Midvale	Utah	84047	(801) 561-0058
N.K., LLC	2195 South Main Street	Nephi	Utah	84648	(435) 623-0666
D Ogden Hotel, LLC	1500 West Riverdale Road	Ogden	Utah	84405	(801) 627-2880
Ogden Hospitality, LLC	1206 West 2100 South	Ogden	Utah	84401	(801) 393-8644
Revaba LLC	1455 South Washington Boulevard	Ogden	Utah	84404	(801) 627-4560
Saint George Hospitality, LLC	205 North 1000 East	Saint George	Utah	84770	(435) 628-7979
D Airport SLC, LLC	1990 West North Temple	Salt Lake City	Utah	84116	(801) 364-1053
Moonstar Hospitality, LLC	315 W. 3300 South	Salt Lake City	Utah	84115	(801) 486-8780
Salt Lake Guest, LLC	176 West 600 South	Salt Lake City	Utah	84101	(801) 531-1252
Tremonton 585 Hospitality LLC	585 West Main Street	Tremonton	Utah	84337	(435) 257-5675
Wendover Hotel Associates, Inc.	561 East Wendover Blvd.	Wendover	Utah	84083	(435) 665-2267
D Wood Hotel, LLC	2433 South 800 West	Woods Cross	Utah	84087	(801) 298-0289
Burlington Enterprises, LLC	74 South Park Drive	Colchester	Vermont	05446	(802) 654-6860
F & T Hospitality LLC	101 North Cottage Green Drive	Ashland	Virginia	23005	(804) 368-7063
Neal Haven Enterprises, Inc.	21561 Clear Creek Road	Bristol	Virginia	24202	(276) 466-6060
Reddy Chilhowie LLC	108 River Road	Chilhowie	Virginia	24319	(276) 521-0474
DC Hotels Dumfries LLC	17133 Dumfries Road	Dumfries	Virginia	22025	(571) 285-4700
GH Arlington Enterprise, LLC	6650 Arlington Boulevard	Falls Church	Virginia	22042	(703) 532-8902
Axara Corp.	142 Kelly Road	Fancy Gap	Virginia	24328	(276) 728-3800
Ganeshji Inc.	401 Warrenton Road	Fredericksburg	Virginia	22405	(540) 371-5443
ANA Hospitality, Inc.	141 West 15th Street	Front Royal	Virginia	22630	(540) 635-2191
Belle Meade Management, LLC	3210 S. Main Street	Harrisonburg	Virginia	22801	(540) 434-6700

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Bholenath Motels LLC	57 Airport Road	Hillsville	Virginia	24343	(276) 728-4136
Sai Shyam Inc.	65 Econo Lane	Lexington	Virginia	24450	(540) 463-7371
Rasik Patel	250 Conicville Road	Mount Jackson	Virginia	22842	(540) 477-2911
Newport Lodging, LLC	797 J. Clyde Morris Blvd.	Newport News	Virginia	23601	(757) 595-6336
Sun Newport News, LLC	15540 Warwick Boulevard	Newport News	Virginia	23608	(757) 887-0180
Dhanyog LLC	853 North Military Highway	Norfolk	Virginia	23502	(757) 461-2380
Sri Ganesh LLC	9601 4th View Street	Norfolk	Virginia	23503	(757) 480-9611
Sterling Properties, LLC	25 North Little Church Street	Petersburg	Virginia	23803	(804) 479-3291
Sri Sai Ram LLC	1031 London Boulevard	Portsmouth	Virginia	23704	(757) 399-4414
Hare Krishna Richmond Hotel LLC	7831 Shrader Road	Richmond	Virginia	23294	(804) 273-6100
NILU NIMU LLC	100 Greshamwood Place	Richmond	Virginia	23225	(804) 745-0600
Ilesh Padalia	301 Wildwood Road	Salem	Virginia	24153	(540) 389-0280
River City Hotels LLC	5704 Williamsburg Road	Sandston	Virginia	23150	(804) 222-7600
Springfield Lodging, LLC	6868 Springfield Blvd	Springfield	Virginia	22150	(703) 644-5311
Archaic Hotels, LLC	96 Baker Lane	Staunton	Virginia	24401	(540) 248-5111
Vadekmaa, LLC	2619 Lee Highway	Troutville	Virginia	24175	(540) 992-6700
VA Beach Enterprises, LLC	4760 Euclid Rd	Virginia Beach	Virginia	23462	(757) 499-1935
Balram, LLC	2951 Valley Avenue	Winchester	Virginia	22601	(540) 667-1200
Veer Hospitality Bellingham LLC	3701 Byron Avenue	Bellingham	Washington	98225	(360) 671-4494
DVR Investments, LLC	3400 11th Street	Bremerton	Washington	98312	(360) 479-0369
NSYJ Corporation	866 South Burlington Boulevard	Burlington	Washington	98233	(360) 899-9430
SP Hospitality LLC	1310 Belmont Ave.	Centralia	Washington	98531	(360) 330-2057
Lewis Clark Motors, LLC	222 Bridge Street	Clarkston	Washington	99403	(509) 758-1631
Everett Hotel LLC	10006 Evergreen Way	Everett	Washington	98204	(425) 347-2060
Veer Hospitality Everett LLC	224 128th Street Southeast	Everett	Washington	98204	(425) 353-8120
Veer Hospitality Tacoma LLC	5201 20th Street East	Fife	Washington	98424	(253) 922-1270
Old West 1885 LLC	1885 15th Place NW	Issaquah	Washington	98027	(425) 392-8405
KELSO6, LLC	106 North Minor Road	Kelso	Washington	98626	(360) 452-3229
Old West 12010 LLC	12010 120th Place NE	Kirkland	Washington	98034	(425) 821-5618
Jesse Hotels LLC	2822 Driggs Drive	Moses Lake	Washington	98837	(509) 766-0260
BCH Richland MGMT LLC	1751 Fowler Street	Richland	Washington	99352	(509) 783-1250
Madison Avenue P & L Enterprises, Inc.	20651 Military Road	Seattle	Washington	98198	(206) 824-9902
Seatac Hotels LLC	18900 47th Avenue South	Seattle	Washington	98188	(206) 204-0874
Veer Hospitality Phoenix LLC	16500 Pacific Hwy South	Seattle	Washington	98188	(206) 246-4101
Sapphire Hospitality LLC	1508 South Rustle Road	Spokane	Washington	99224	(509) 624-2393
Sapphire Hospitality Valley LLC	1919 North Hutchinson Road	Spokane	Washington	99212	(509) 926-5399
Madison Avenue P & L Enterprises, Inc.	1811 South 76th Street	Tacoma	Washington	98408	(253) 473-7100
Tumwater Hotel LLC	400 Lee Street SW	Tumwater	Washington	98501	(360) 754-7320
H & R Management, Inc.	221 NE Chkalov Drive	Vancouver	Washington	98684	(360) 253-8900
Verma LLC	610 N. Wenatchee Avenue	Wenatchee	Washington	98801	(509) 663-8167
KRI 1 Investment LLC	1010 East A Street	Yakima	Washington	98901	(509) 452-8101
Saiguru LLC	106 Jefferson Terrace Road	Charles Town	West Virginia	25414	(304) 725-1402

Entity Name	Street Address	City	State / Province	Zip / Postal Code	Telephone
Maruti Motel Inc.	4644 U.S. Route 60	Huntington	West Virginia	25705	(304) 736-3466
Shree Hari Hospitality, LLC	5595 Hammonds Mill Road	Martinsburg	West Virginia	25404	(304) 274-2181
UWV Lodging, LLC	3506 Monongahela Boulevard	Morgantown	West Virginia	26505	(304) 599-8181
Shambhu LLC	6333 Emerson Avenue	Parkersburg	West Virginia	26104	(304) 485-1851
Krishna Portage, LLC	E. 10892 Moon Road	Baraboo	Wisconsin	53913	(608) 355-0700
Sakhi LLC	2305 Craig Road	Eau Claire	Wisconsin	54701	(715) 834-3193
Ketu LLC	649 West Johnson Street	Fond Du Lac	Wisconsin	54935	(920) 923-2020
Glendale Hotel LLC	5485 North Port Washington Road	Glendale	Wisconsin	53217	(414) 961-7272
ASR Hospitality & Management, LLC	1614 Shawano Avenue	Green Bay	Wisconsin	54303	(920) 494-6730
SAI NTR LLC	2870 Ramada Way	Green Bay	Wisconsin	54304	(920) 499-3599
United Hospitality Group LLC	3907 Milton Avenue	Janesville	Wisconsin	53546	(608) 756-1742
JKLM, LLC	2150 Rose Street	La Crosse	Wisconsin	54603	(608) 781-0400
Madison Hotel LLC	4202 East Towne Boulevard	Madison	Wisconsin	53704	(608) 241-3861
Stout Street LLC	2100 Stout Street	Menomonie	Wisconsin	54751	(715) 235-6901
Oak Creek Hotel LLC	1201 West College Avenue	Oak Creek	Wisconsin	53154	(414) 764-1776
S & S CHAHAL BROTHER, LLC	1015 S. Washburn Street	Oshkosh	Wisconsin	54904	(920) 233-4300
Donald B. Bruns	533 North Marquette Road	Prairie Du Chien	Wisconsin	53821	(608) 326-8404
Heli LLC	904 Industrial Park Avenue	Rothschild	Wisconsin	54474	(715) 355-3030
Anoopam Hospitality LLC	180 South Foster Drive	Saukville	Wisconsin	53080	(262) 284-9399
Shree Krisna LLC	911 Huntington Avenue	Wisconsin Rapids	Wisconsin	54494	(715) 423-3211
Arya Lodging LLC	1150 Wilkins Circle	Casper	Wyoming	82601	(307) 212-3031
Prosper WY, LLC	1735 Westland Road	Cheyenne	Wyoming	82001	(307) 635-6806
621 Plaza, LLC	621 Plaza Lane	Laramie	Wyoming	82070	(307) 742-2307
Kanav Motels, L.L.C.	302 E. Fremont Avenue	Riverton	Wyoming	82501	(307) 856-9201
Om Hospitality LLC	2615 Commercial Way	Rock Springs	Wyoming	82901	(305) 351-5539
RAM LLC	95 16th Street	Wheatland	Wyoming	82201	(307) 322-1800

EXHIBIT G-2

LIST OF FRANCHISE AGREEMENT SIGNED BUT MOTEL NOT YET OPEN

Exhibit G-2

List of Franchise Agreements Signed But Motel Not Yet Open

Entity Name	Street Address	City	State / Province	Property Zip / Postal Code	Telephone
Dev Hotels, LLC	2836 East Van Buren	Phoenix	Arizona	85008	(602) 368-9636
Vision Hospitality LLC	2101 E. Apache Blvd.	Tempe	Arizona	85281	(480) 393-3090
Jay Hari LLC	2803 E. Valencia Rd.	Tucson	Arizona	85706	(520) 294-2500
Yug Company Inc.	204 Holiday Drive	Forrest City	Arkansas	72335	(870) 261-9992
KSS Hospitality Management LLC	915 South 8th Street	Rogers	Arkansas	72756	(479) 599-9662
Jageshbhai T. Patel	Southeast Quadrant of Compagnoni Street and Taft Highway	Bakersfield	California	93313	(661) 900-7017
Udeyvir Virk	2355 Willow Avenue	Clovis	California	93612	(559) 286-6205
129 Hospitality LLC	129 4th Street	Eureka	California	95501	(707) 443-9751
KCR Fontana, Inc.	10195 Sierra Avenue	Fontana	California	92335	(909) 823-8686
Vijay Investments, LLC	790 Ellis St.	San Francisco	California	94109	(415) 775-7612
SVEER 2 HOTEL LLC	1717 East Dyer Road	Santa Ana	California	92705	(949) 261-1515
KCR Lake Tahoe Hospitality, Inc.	2375 Lake Tahoe Boulevard	South Lake Tahoe	California	96150	(530) 542-1400
Thomas D. Simpson II	NW Quadrant - Commerce and Market Place	Limon	Colorado	80828	(214) 529-9799
Champak Patel	1170 Malabar Road SE	Palm Bay	Florida	32907	(405) 629-8178
Hare Krishna Pensacola Mobile LLC	6305 Mobile Hwy.	Pensacola	Florida	32526	(770) 819-1375
SR Hospitality LLC	76 N. Georgia Ave	Dawsonville	Georgia	30534	(706) 216-4410
Om Shri Kpa Hospitality, LCC	725 South Harris Street	Sandersville	Georgia	31082	(478) 552-1234
Sole Proprietors	TBD	Savannah	Georgia	31302	(678) 289-2109
Nitesh Patel	Highway 138 and Speer Road	Stockbridge	Georgia	30281	(478) 335-1427
Shiv Krupa Hotel LLC	619 Highway 138 West	Stockbridge	Georgia	30281	(678) 519-2151
McCollum, LLC	2929 Franklin Road	Caldwell	Idaho	83605	(949) 375-6566
Manish Kharat	3909 11th Street	Rockford	Illinois	61109	(815) 397-9000
Pauline Hospitality, LLC	NorthEast Quadrant of the intersection of Interstate 70 and Highway 267	Plainfield	Indiana	46168	(214) 208-3220
BR Hotels 12 LLC	10045 Gwenadele Avenue	Baton Rouge	Louisiana	70816	(225) 706-5500
Shardulsinh Sayania	Lot 9-D1 on the south side of West Outfitters Road	Gonzales	Louisiana	70737	(337) 255-2514
The Lodge in Natchez, LLC	337 Devereaux Drive	Natchez	Mississippi	39120	(678) 354-2518
Nimesh A. Patel	Northwest Quadrant of Lodging Lane Road	Olive Branch	Mississippi	38654	(865) 591-0926
Williams Town Properties LLC	1861 North Blackhorse Pike	Williamstown	New Jersey	08094	(856) 629-7718
Harshad Patel	2175 Trinity Drive	Los Alamos	New Mexico	87544	(562) 716-6615

Entity Name	Street Address	City	State / Province	Property Zip / Postal Code	Telephone
SNY Hospitality LLC	6701 Buckley Road	Syracuse	New York	13212	(315) 457-4000
MHR Hospitality LLC	3950 Parkway Lane	Hilliard	Ohio	43026	(609) 261-5905
Loyadham Hospitality LLC	6730 East Archer Street	Tulsa	Oklahoma	74115	(918) 835-4444
MTN Hospitality Inc	NE Quad of Sandy Blvd & 112th Street	Portland	Oregon	97220	(541) 408-7833
Jai Swaminarayan L.L.C	1040 North Park Road	Wyomissing	Pennsylvania	19610	(484) 339-3656
Shree Shubha Inc	2640 Cherry Road	Rock Hill	South Carolina	29730	(803) 329-1122
Sri Dev Columbia, Inc.	650 Cherokee Lane	West Columbia	South Carolina	29169	(803) 661-9254
Pleiades Hospitality, LLC	8010 North Interstate 35	Austin	Texas	78753	(512) 837-9890
Rajiv Patel	SW Qudrant of Hassler Blvd.	Bastrop	Texas	78602	(214) 402-2859
Flamingo Hospitality Inc.	IH 35 & Kohlers Crossing	Buda	Texas	78610	(512) 295-4559
B.M.A.J., INC.	5759 South Interstate 35 East	Corinth	Texas	76210	(972) 345-7131
Mehul Patel and Bina Patel	3202 Kirnwood Drive	Dallas	Texas	75237	(214) 686-0134
Nimesh Patel	NE Quad of I-20 & Mountain Creek Pkwy.	Dallas	Texas	75236	(512) 619-5467
Dhima Investments, L.L.C.	1712 South Dumas Avenue	Dumas	Texas	79029	(806) 935-0212
Vishal Chopra	1300 North US Highway 285	Fort Stockton	Texas	79735	(432) 940-9696
BAP Hospitality, LLC	SE Quadrant of 820 and 199	Fort Worth	Texas	76135	(682) 255-7770
Avinash Patel and Manisha Patel	14191 Fayridge Drive	Houston	Texas	77048	(325) 669-1213
Minesh Patel	TBD	Humble	Texas	77338	(903) 526-9580
Marudeva, LLC	705 Highway 146 South	La Porte	Texas	77571	(281) 471-4040
Hann Investments, LLC	4105 19th Street	Lubbock	Texas	79407	(806) 795-5271
Lytle Hotels LLC	I-35 North of FM 3175 & South of FM 2790	Lytle	Texas	78052	(973) 931-7998
CHG Pasadena, LLC	5150 East Sam Houston South	Pasadena	Texas	77505	(713) 855-1080
Sanjeev Lad and Bhavi Lad	SW Quadrant-HW17 and IH 20	Pecos	Texas	79772	(214) 497-8150
Jayanti Patel and Suman Patel	N.E Quadrant - US69-Jimmy Johnson Blvd.	Port Arthur	Texas	77642	(713) 747-3569
PLTX2022 Hospitality LLC	2621 Highway 35 North	Port Lavaca	Texas	77979	(361) 552-4511
Pargat Sandhu and Amarjit Sandhu	Northeast Quadrant-I2 and Redwood Street	Rio Grande City	Texas	78582	(956) 239-3542
Mahendra D. Patel and Chetna M. Patel	Northwest Quadrant of Interstate 35 and Texas Highway 1604	Selma	Texas	78154	(210) 999-5204
SMS Sherman, LLC	3509 S. US Hwy 75	Sherman	Texas	75063	(214) 334-2793
City, Corp	1160 East Main Street	Wytheville	Virginia	24382	(540) 921-1939
Rajiv Malhan	TBD	Kennewick	Washington	99336	(509) 539-2200

Entity Name	Street Address	City	State / Province	Property Zip / Postal Code	Telephone
SJ Hospitality, LLC	20 W. Houston Ave.	Spokane	Washington	99208	(509) 467-6672
WSK Management, LLC	South Side of East Broadway19000 block	Spokane Valley	Washington	99016	(509) 924-6709
Santosh LLC	1117 Fairmont Avenue	Fairmont	West Virginia	26554	(540) 431-0720

EXHIBIT G-3
LIST OF FRANCHISEES WHO LEFT THE SYSTEM IN LAST FISCAL YEAR

Exhibit G-3

List of Franchisees Who Left System in Last Fiscal Year

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

Franchisees Terminated and Outlet Left System

Entity	Property Address	City	State	Zip Code	Telephone number
Jags Hospitality LLC	480 East 5th Street	Beaumont	California	92223	(951) 845-2176
Newport Hotel Venture, Inc.	2274 Newport Boulevard	Costa Mesa	California	92627	(949) 646-7445
Lodging Ventures, LLC	330 Mar Vista Drive	Vista	California	92083	(760) 726-2900
W & A Hospitality, LLC	51 Hartford Turnpike	Vernon	Connecticut	06066	(860) 645-7500
Sakhi 1 LLC	8800 20th Street	Vero Beach	Florida	32966	(772) 562-9991
Sweetwater Hospitality, LLC	920 Bob Arnold Blvd.	Lithia Springs	Georgia	30122	(770) 941-6464
IL Realty Investments LLC	1312 N. Carolyn Drive	Minonk	Illinois	61760	(309) 432-3663
Moline Airport Hotel LLC	2501 52nd Avenue	Moline	Illinois	61265	(309) 797-5580
A & Y Hospitality, LLC	516 Pleasant Street	Lewiston	Maine	04240	(207) 782-6558
LaVale Hospitality LLC	12310 Winchester Road	LaVale	Maryland	21602	(301) 729-6700
North Platte 1520 LLC	1520 South Jeffers Street	North Platte	Nebraska	69101	(308) 534-6200
1301 5th Street LLC	1301 5th Street	Hawthorne	Nevada	89415	(775) 945-6155
Mila Hospitality LLC	801 Crescent Blvd.	Brooklawn	New Jersey	08030	(856) 456-6688
Karishma Chandni Hospitality, Inc.	3470 Cerrillos Road	Santa Fe	New Mexico	87507	(505) 471-4000
Shri Hari Holdings LLC	655 North First Street	Hermiston	Oregon	97838	(541) 567-7777
Shri Ganasha, LLC	535 South Columbia River Highway	St. Helens	Oregon	97051	(503) 410-5410
Jalaram Bapa of Rockhill, LLC	962 Riverview Road	Rock Hill	South Carolina	29730	(803) 329-3232
Mistry Hospitality LLC	15725 Bammel Village Drive	Houston	Texas	77014	(281) 866-8155
Vidhi Pooja LLC	200 Interstate 10 West	Junction	Texas	76849	(325) 446-3572
RASH Ventures LLC	2105 Texoma Parkway	Sherman	Texas	75090	(903) 771-0250
VK Lodging LLC	6284 US Highway 281	Three Rivers	Texas	78071	(361) 786-6900
NextLevel Hospitality, LLC	3120 Jack Kultgen Freeway	Waco	Texas	76706	(254) 662-4622
El Moab Hotel, LLC	1089 North Main Street	Moab	Utah	84532	(435) 259-6686
Son & Na Harbor Resort, Inc.	403 W. University Way	Ellensburg	Washington	98926	(509) 962-5585
Columbia Trading, LLC	2811 West 2nd Avenue	Kennewick	Washington	99336	(509) 735-9511
Evanston Hospitality 261 LLC	261 East Bear River Drive	Evanston	Wyoming	82930	(307) 789-0791

Franchisees Terminated Upon Transfer of Outlet to Different Entity; Outlet Remains Open

Entity	Property Address	City	State	Zip Code	Telephone number
MAK Hospitality Group, LLC	156 West Interstate 65 Service Road South	Mobile	Alabama	36608	(251) 343-4911
Opelousas Hospitality, LLC	4165 Interstate Highway 49 Frontage Road	Opelousas	Alabama	70570	(337) 529-2376
JLN2 Hospitality LLC	809 North Riordan Road, Ste 100_317	Flagstaff	Arizona	86001	(928) 524-6101
Siddhivinayak Investments Group LLC	401 South Main Street	Harrison	Arkansas	72601	(314) 803-2322
KNB Lodging L.L.C.	105 Dee Dee Lane	Lonoke	Arkansas	72086	(501) 676-7757
Samir B. Patel	701 South Brookhurst Street	Anaheim	California	92804	(714) 776-2600
Veer Development LLC	5100 East La Palma, Ste 201	Anaheim	California	92807	(714) 927-7161
Veer Hospitality Big Bear LLC	3455 La Palma Avenue, Suite 101	Anaheim	California	92806	(714) 927-7161
VEER Hospitality Yuma LLC	5100 East La Palma, Ste 201	Anaheim	California	92807	(714) 927-7161
PI Mammoth Lakes LLC	610 North Santa Anita Avenue	Arcadia	California	91006	(626) 321-4806
SVPP Properties, LLC	610 North Santa Anita Avenue	Arcadia	California	91006	(661) 714-1992
Chandni Venture, LLC	19216 Norwalk Boulevard	Artesia	California	90701	(562) 924-3232
KKCD Davis, Inc.	19216 Norwalk Boulevard	Artesia	California	90701	(562) 716-6615
Karishma Chandni Venture, Inc.	17406 Harvest Avenue	Cerritos	California		(562) 924-3232
Livingston Hospitality, LLC	12393 Highway 99	Lodi	California	95240	(209) 369-5288
Temple Santa Nella LLC	527 Simas Drive	Milpitas	California	95035	(916) 743-7076
Lubbock Hotel LLC	10807 Laurel Street, Suite 100	Rancho Cucamonga	California	91730	(909) 525-0420
Randhawa Hotels LLC	3984 Vineyard Road	Roseville	California	95747	(916) 801-7225
Randhawa Hotels LLC	3984 Vineyard Road	Roseville	California	95747	(916) 801-7225
Inn Lending, LLC	1220 Rosecrans Street #223	San Diego	California	93555	(619) 807-8481
Manaki Management, LLC	314 Riverside Avenue	Santa Cruz	California	95060	(831) 297-0959
CO Springs Motel Lee, LLC	86 Inverness Place North	Rigby	Colorado	80112	(719) 598-6700
Ambaniketan LLC	4675 Bill Gardner Parkway	Locust Grove	Georgia	30248	(404) 695-1807
Mahesh, Inc.	4675 Bill Gardner Parkway	Locust Grove	Georgia	30248	(478) 474-9902
Hamilton Hospitality LLC	515 Merrill Lane	Peachtree	Georgia	30269	(404) 537-3462
PAAAK Motel LLC	917 North Plum Grove Road, Ste. C	Schaumburg	Illinois	60173	(715) 834-3193
Shiv Shaki 3321 Inc	51609 Winding Waters Lane	Elkhart	Indiana	46515	(574) 264-0405
Burlington, LLC	4826 Tazer Drive, Suite A	Lafayette	Indiana	47905	(765) 714-8622
Shivji. LLC	212 West 7th Avenue	Augusta	Kansas	67010	(316) 775-6327
AJR Investments LLC	532 East Pawnee Street	Wichita	Kansas	67211	(316) 733-8881
Anil Bhula and Hemang Patel	119 North Belle Terre Street	Wichita	Kansas	67230	(316) 208-7580
OHM, LLC	568 Cumberlandridge Way	Bowling Green	Kentucky	42103	(270) 535-5557
Ricky's Corporation	416 Argus Manor Court	Chesterfield	Missouri	63017	(636) 236-1569
Bastola Hospitality, Inc.	616 North 7th Street, Unit 639	Saint Louis	Missouri	63101	(773) 982-9649
Affinity, Ltd.	1114 26th Avenue	Missoula	Montana	59804	(406) 239-3993
Kohinoor Investment Corporation	1561 6th Street	Wells	Nevada	89835	(775) 752-2116

Entity	Property Address	City	State	Zip Code	Telephone number
Shreyarsh Corporation	9 Crestwood Terrace	New Hartford	New York	13413	(216) 612-9257
Rajababoo, LLC	1415 Tunnel Road	Ashville	North Carolina	28805	(630) 205-9489
1535 Glenview Inc.	4820 Nations Crossing Road, Suite D101	Charlotte	North Carolina	28217	(980) 819-5310
650 W Columbia Inc.	4820 Nations Crossing Road, Suite D101	Charlotte	North Carolina	28217	(980) 722-4326
Franklin Hotels LLC	10675 Brinsworth Drive	Dublin	Ohio	43016	(513) 225-3392
Hariichha, LLC	9325 North Main Street	Englewood	Ohio	45415	(973) 836-8339
Xanex, Inc.	2851 Lincoln Way East, Suite B4	Massillon	Ohio	44646	(330) 833-8886
Shree Krishna Inc.	9371 State Route 14	Streetsboro	Ohio	44241	(734) 776-4371
Olentangy Hospitality LLC	803 Wackerman Court	Westerville	Ohio	43081	(810) 853-2636
Shri Jalarang LLC	610 North Carnegia Street	Carnegie	Oklahoma	73015	(405) 455-9093
Gurmaa Baker, LLC	175 Campbell Street	Baker City	OR	97814	(541) 523-3431
Alina LLC	213 Heighton Court	Alcoa	Tennessee	37701	(304) 485-1851
Colonial Inn LLC	4234 Forth Henry Drive	Kingsport	Tennessee	37663	(615) 788-0459
Pleiades Hospitality, LLC	6403 West Highway 290	Austin	Texas	78735	(512) 590-9957
Beaumont Equities, LLC	220 Interstate 10 North	Beaumont	Texas	77702	(972) 740-5721
Baytown Joint Venture, LLC	13900 Parkside Center Boulevard	Dallas	Texas	75244	(361) 739-5384
Perfect Bedford Investment LLC	4242 Independence Drive	Dallas	Texas	75237	(817) 881-2121
Sai Samarth, LLC	10933 Harry Hines Boulevard	Dallas	Texas	75220	(903) 572-6611
RRK LLC	13207 Rowan Green Drive	Humble	Texas	77346	(641) 351-9882
Anukaran Hospitality, LLC	7800 Heathrow Drive	Irving	Texas	75038	(972) 915-6843
Pauline Hospitality, LLC	1125 Executive Circle, Suite 220	Irving	Texas	75028	(214) 208-3220
Relianse Iliff NM LLC TO	400 Redhead Court	McKinney	Texas	75072	(972) 249-6637
Dhiru Hospitality, L.L.C.	10815 Oakland Road	San Antonio	Texas	78240	(210) 844-3914
ND Hotel Management LLC	19902 Ravens Thorpe Lane	Spring	Texas	77379	(832) 752-7979
Sai-Shivam, LLC	1212 Broad Street	Wichita Falls	Texas	76301	(940) 723-8008
KK P LLC	507 East Main Street, Apt 312	Richmond	Virginia	23219	(434) 865-5491
HMV Motel, Inc.	3907 Milton Avenue	Janesville	Wisconsin	53546	(919) 909-4146
DS2 Hospitality and Management LLC	2155 Cottonwood Drive	Menasha	Wisconsin	54952	(920) 903-0040
Menomonie M6, Inc.	603 Grandview Heights	Menomonie	Wisconsin	54751	(715) 235-9571
Epic Properties LLC	606 Bergamont Boulevard	Oregon	Wisconsin	53575	(608) 695-8450
Wheatland Assets, LLC	409 South Butler Spaeth Road	Gillette	Wyoming	82716	(307) 689-3864
Khan Brothers LLC	911 Sibley Circle	Sheridan	Wyoming	82801	(307) 673-9500

EXHIBIT H
FINANCIAL STATEMENTS

G6 Hospitality Franchising LLC

Statements of Financial Position as of December 31, 2022 and 2021 and Statements of Income, Members' Capital and Cash Flows for the Years Ended December 31, 2022, 2021, and 2020 and Independent Auditor's Report

G6 Hospitality Franchising LLC
4001 International Parkway
Carrollton, Texas 75007
T 972 360 9000
F 972 360 5821

G6 HOSPITALITY FRANCHISING LLC

Financial Statements and Notes to the Financial Statements

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INDEPENDENT AUDITOR'S REPORT

To G6 Hospitality Franchising LLC

Opinion

We have audited the financial statements of G6 Hospitality Franchising LLC (the "Company"), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, changes in members' capital, and cash flows for the years ended December 31, 2022, 2021 and 2020, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years ended December 31, 2022, 2021 and 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As discussed in Note 1 to the financial statements, the Company is a wholly-owned subsidiary of G6 Hospitality, LLC, whose ultimate parent is BRE/Everbright M6 LLC. The financial statements have been prepared from the separate records maintained by the Company and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

February 28, 2023

STATEMENTS OF FINANCIAL POSITION
(in thousands)

	December 31, 2022	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 36,407	$ 32,068
Fees receivable, net of allowances of $824 and $747	19,784	13,363
Receivable from affiliate, net	-	2,452
Deferred contract costs	719	618
Other current assets	343	266
Total current assets	57,253	48,767
Non current assets:		
Deferred contract costs, long-term	10,385	8,839
Other long-term assets	2,558	1,804
Total assets	$ 70,196	$ 59,410
Liabilities and Members' Capital		
Current liabilities:		
Accounts payable	$ 3,184	$ 1,385
Deferred revenue	1,365	1,257
Accrued expenses	479	455
Payable to affiliate, net	4,569	-
Total current liabilities	9,597	3,097
Long term liabilities:		
Deferred revenue, long-term	15,083	14,197
Total liabilities	24,680	17,294
Members' capital	45,516	42,116
Total liabilities and members' capital	$ 70,196	$ 59,410

STATEMENTS OF INCOME
(in thousands)

	Year ended December 31, 2022	Year ended December 31, 2021	Year ended December 31, 2020
REVENUES:			
Royalty fees	$ 70,821	$ 60,102	$ 35,202
Franchise fees	2,850	3,310	3,053
Other income	2,336	768	556
Total revenues	76,007	64,180	38,811
OPERATING EXPENSES:			
Service fees	19,614	18,583	15,550
Bad debt expense (recovery)	564	(97)	977
Administrative fees	12	27	29
Other taxes	98	56	40
Other operating expenses	11	31	28
Professional fees	204	503	312
Total operating expenses	20,503	19,103	16,936
Income before income tax expense	55,504	45,077	21,875
Income tax expense	104	98	58
NET INCOME	$ 55,400	$ 44,979	$ 21,817

STATEMENT OF MEMBERS' CAPITAL
(in thousands)

Balance at January 1, 2020	$	24,320
Cash distributions		(20,600)
Net income		21,817
Balance at December 31, 2020		25,537
Cash distributions		(28,400)
Net income		44,979
Balance at December 31, 2021		42,116
Cash distributions		(52,000)
Net income		55,400
Balance at December 31, 2022	$	45,516

STATEMENTS OF CASH FLOWS
(in thousands)

	Year ended December 31, 2022	Year ended December 31, 2021	Year ended December 31, 2020
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 55,400	$ 44,979	$ 21,817
Adjustments to reconcile net income to net cash provided by operating activities:			
Provision for bad debt	564	51	977
Amortization of franchise development cost	329	341	352
Changes in other assets and liabilities:			
Fees receivable	(6,985)	(2,478)	(1,275)
Receivable/payable from affiliate	7,021	892	13,029
Other assets	(1,160)	(200)	-
Deferred contract costs	(1,647)	(1,072)	(84)
Accounts payable	1,799	(833)	1,291
Deferred revenue	994	139	853
Accrued expenses	24	225	(9)
NET CASH PROVIDED BY OPERATING ACTIVITIES	56,339	42,044	36,951
CASH FLOWS FROM FINANCING ACTIVITIES:			
Cash distributions	(52,000)	(28,400)	(20,600)
NET CASH USED IN FINANCING ACTIVITIES	(52,000)	(28,400)	(20,600)
Increase in Cash and Cash Equivalents	4,339	13,644	16,351
Cash and Cash Equivalents at Beginning of the year	32,068	18,424	2,073
Cash and Cash Equivalents at End of the year	$ 36,407	$ 32,068	$ 18,424

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2022, 2021 and 2020
(Amounts in thousands, unless otherwise indicated)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business – G6 Hospitality Franchising LLC (the "Company"), is a wholly-owned subsidiary of G6 Hospitality LLC ("G6 Hospitality"), which is a wholly-owned motel management company of BRE/Everbright M6 LLC ("BRE/Everbright").

On October 1, 2012, BRE/Everbright was acquired by affiliates of The Blackstone Group (the "Acquisition"). The Blackstone Group is a private investment firm based in New York, New York.

The Company entered into an Intellectual Property License Agreement (the "IP License Agreement") with G6 Hospitality IP LLC, a wholly owned subsidiary of G6 Hospitality, whereby the Company has the rights to all "Motel 6" and "Studio 6" intellectual property, including trademarks. Additionally, the Company entered into a Franchise Management Agreement ("Management Agreement") with G6 Hospitality, whereby G6 Hospitality will market and manage the franchising programs. Both agreements were effective beginning October 1, 2012.

The Company's significant accounting policies have been consistently applied in the preparation of the accompanying financial statements.

Basis of Presentation – The accompanying financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). The fiscal year ends on December 31.

Worldwide pandemic – In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a pandemic, which spread throughout the United States. The COVID-19 pandemic had a significant negative impact on the hospitality, travel and leisure industries due to various mandates and orders to close non-essential businesses, impose travel restrictions, and requiring citizens to "stay-at-home" for periods of time in an effort to control the spread of the virus. Such restrictions and directives resulted in hotel stay cancellations, significant reductions in travel around the world, and created negative economic conditions throughout 2020 and 2021. As a result, in 2020 franchisees of the Company experienced temporary and permanent closures of some motel locations and a significant reduction in guest demand at various times throughout the year. Company royalties declined with the reduction in franchisee revenue. However, these declines were offset by the additional royalties received from new franchised motels in 2020.

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2022, 2021 and 2020
(Amounts in thousands, unless otherwise indicated)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

In response to the impact of COVID-19, the Company took a variety of actions to ensure the continuity of the business and operations, including fee concessions to the franchisees, eliminating discretionary spend, and temporarily discontinuing the funding of franchise development related commitments in 2020. In 2021, the Company's performance returned to pre-pandemic levels and continued to improve throughout 2022. The Company has continued to add new franchise locations. Beginning in September 2021 the Company started charging royalty fees to the Motel 6 and Studio 6 locations owned by BRE/Everbright through its wholly owned subsidiaries G6 Hospitality Property LLC and Motel 6 Operating L.P. ("owned motel locations") (Refer to Note 2 for details about related party transactions). The Company has assessed whether any impairment of its amortizable assets existed and has determined that no charges were deemed necessary under applicable accounting standards as of December 31, 2022 and 2021.

Parent Company Support – The Company receives substantial support from its parent company (G6 Hospitality) in the form of services and administration. These financial statements have been prepared from the separate records maintained by the Company and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company.

Use of Estimates – The preparation of the Company's financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and disclosure of contingent assets and liabilities at the balance sheet date. Actual results could differ from those estimates. Significant estimates for the Company include the allowance for doubtful accounts and other contingencies.

Fees Receivable – The Company records receivables from franchisees for fees earned and not yet collected. The receivables are carried at the original invoiced amount less an allowance for doubtful accounts based on a periodic review of all outstanding amounts. Account balances over 30 days past due are considered delinquent and management begins collection efforts at this time. Delinquent invoices are subject to late charges and interest. On a periodic basis, management evaluates its accounts receivable and determines whether to provide an allowance or if any accounts should be written off based on historical experience, current payment patterns, future obligations and the Company's assessment of the ability to pay outstanding balances. Past due balances and future obligations are reviewed individually for collectability. A receivable is considered past due if the Company has not received payments based on agreed-upon terms. Bad debts are written off when identified and recorded within operating expenses.

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2022, 2021 and 2020
(Amounts in thousands, unless otherwise indicated)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Receivable from and Payable to Affiliate – The Company, along with other related parties contribute to the combined operations of BRE/Everbright. As such, cash is remitted and advanced to the affiliated companies as needed. Amounts contributed to the combined operations of BRE/Everbright are cash distributions (Refer to Note 2). As of December 31, 2022, there is a payable to affiliate of $4,569, and as of December 31, 2021, there is a receivable from affiliate of $2,452. These amounts represent amounts owed or payable by the Company to BRE/Everbright and its subsidiaries incurred during the normal course of operations such as receivables earned from owned hotel locations and amounts due for services rendered on behalf of the Company. Remittances and advances incurred during the normal course of operations to/from affiliate are classified as increases or decreases to cash from operating activities in the Statements of Cash Flow.

Other Assets – The Company incurs costs associated with franchise development and these costs are being amortized over a 5 to 20 year period and are reflected as a reduction of revenue.

Liabilities – The Company effectively purchases the receivables from certain guest stays at franchise locations and reimburses the franchisee for the revenues less a 4% fee for the credit risk associated with the stay and the associated administrative costs of the direct bill program. The net amounts due to the franchisee are recorded as accounts payable.

The Company bills franchisees for other fees or services rendered by any of its affiliates. These services may include marketing, reservations, training, technical support and administrative support for various programs and services the Company is required to provide under the franchise agreements. The Company collects the fees from the franchisees on behalf of the parent company (G6 Hospitality) (see Note 2).

Other Income – Other income consists primarily of early termination fees and non-compliance fees collected from franchisees.

Expenses – The Company records service fee expense for management, franchise sales and administrative services rendered by G6 Hospitality (see Note 2). All costs are expensed as incurred. Since 2021, legal fees incurred to defend the brand in franchisee involved litigation have been expensed as incurred by the Company and included in service fees expense.

Comprehensive Income – There are no components of comprehensive income other than net income.

Taxes – The Company is a disregarded entity for tax purposes. The Company's ultimate parent is a Limited Liability Company ("LLC"), which has elected to be taxed as a partnership for federal and state tax purposes; and therefore, is not subject to federal income taxes. Accordingly, no provision for federal income taxes has been recorded in the accompanying financial statements since any federal taxable income or loss of the Company is to be included in the tax returns of the ultimate parent's individual partners.

The Texas franchise tax is computed by applying the applicable tax rate (1% for the Company) to the profit margin, which is generally determined by total revenue less compensation costs.

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2022, 2021 and 2020
(Amounts in thousands, unless otherwise indicated)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Statement of Cash Flows – For purposes of reporting cash flows, highly liquid short-term investments purchased with a remaining maturity of three months or less are considered to be cash equivalents. Cash and cash equivalents are recorded at cost, which approximates fair value.

Revenue Recognition – Revenues consist primarily of monthly royalty fees and initial franchise fees. Revenue is recognized in accordance with Accounting Standards Codification ("ASC") 606, 'Revenue from Contracts with Customers'. As of December 31, 2022, 2021 and 2020, the number of franchised motels was 1,395, 1,261 and 1,200, respectively. Additionally, as of December 31, 2022, 2021 and 2020, the number of franchise locations owned by affiliates was 4, 111 and 0, respectively.

The franchise agreements typically have an initial term from 15 to 20 years with provisions permitting franchisees or the Company to terminate upon request under certain circumstances. Initial franchise fees received upon execution of a franchise agreement are recognized as revenue ratably as services are provided over the term of the franchise agreement.

Royalty fees, which are based on a percentage of franchised motels' gross room revenue (as defined in each franchise agreement), are invoiced and recorded at a point in time when earned and due from the franchisee.

Franchise agreements require the franchisee to pay various fees, such as marketing and program fees, reservation fees, and technology fees. The Company collects these fees on behalf of G6 Hospitality, who manages the franchising programs and provides the services. For the year ended December 31, 2022, G6 Hospitality collected $43,203 in connection with marketing and program fees, $14,735 for reservation fees, and $12,357 in technology fees. For the years ended December 31, 2021, and 2020, G6 Hospitality collected $36,645 and $19,528 in marketing and program fees, $12,692 and $8,057 in reservation fees, and $10,165 and $9,150 in technology fees, respectively.

Deferred Revenue – The Company receives the initial franchise and relicensing fees when a franchise agreement is executed. Such upfront fees received are deferred and recognized over the term of the franchise agreement in accordance with ASC 606. In the event an agreement is terminated prior to the term end, any related deferred revenue is immediately recognized. Changes in deferred revenue were as follows.

	December 31, 2022	December 31, 2021
Deferred revenue at beginning of period	$ 15,454	$ 15,315
New deferrals due to cash received	3,422	3,104
Revenue recognized during the period	(2,428)	(2,965)
Deferred revenue at end of period	16,448	15,454
Less: current portion	(1,365)	(1,257)
Long-term deferred revenue at end of period	$ 15,083	$ 14,197

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2022, 2021 and 2020
(Amounts in thousands, unless otherwise indicated)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Deferred Contract Costs – The Company incurs certain direct costs such as franchise commissions and incentives in order to obtain franchise contracts. Such costs are capitalized and subsequently amortized over the term of the agreement in accordance with ASC 606. In the event an agreement is terminated prior to the term end, any unamortized cost is immediately expensed. Changes in deferred contract costs were as follows.

	December 31, 2022	December 31, 2021
Deferred contract costs at beginning of period	$ 9,457	$ 8,385
New deferrals due to costs incurred	2,834	2,536
Contract costs amortized during the period	(1,187)	(1,464)
Deferred contract costs at end of period	11,104	9,457
Less: current portion	(719)	(618)
Long-term deferred contract costs at end of period	$ 10,385	$ 8,839

Newly Issued Accounting Standards

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses (ASC 326), Measurement of Credit Losses on Financial Instruments, which changes the methodology for measuring credit losses on financial instruments and the timing of when such losses are recorded. The standard will result in the immediate recognition of an estimate of credit losses that are expected to occur over the life of the financial instruments that are within the scope of the guidance, including trade receivables. The standard is effective beginning with our 2023 fiscal year. The Company does not expect the standard to have a material impact on our consolidated financial statements.

From time to time, new accounting standards are issued by FASB or other standards setting bodies, which the Company adopts as of the specified effective date. Unless, otherwise discussed, the Company believes the impact of recently issued standards that are not yet effective will not have a material impact on the financial statements upon adoption.

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2022, 2021 and 2020
(Amounts in thousands, unless otherwise indicated)

2. RELATED PARTY TRANSACTIONS

In September 2021, the Company entered into a franchise agreement with all the Motel 6 and Studio 6 locations owned by BRE and its affiliates whereby the Company charged a 5% royalty fee to these owned locations. The royalty revenue earned from the owned locations was $4,777 and $3,813 for the years ended December 31, 2022 and 2021, respectively, and is included in the royalty fees revenue in the accompanying statement of income.

In 2022, 2021, and 2020, the Company recorded service fees payable to G6 Hospitality LLC for the cost of all services, plus 3% of the franchised motels gross room revenues. In addition, the Company has an IP License Agreement with G6 Hospitality IP LLC.

Certain services are provided by G6 Hospitality directly to the franchisee. These services are billed to the franchisees by the Company and subsequently remitted to G6 Hospitality.

In 2022, 2021 and 2020, the Company made $52,000, $28,400 and $20,600, of cash distributions, respectively, to G6 Hospitality LLC, which were recorded as a reduction of the Company's Members' Capital. These distributions were made to facilitate G6 Hospitality LLC cash management.

3. INCOME TAXES

The Company recorded a provision for the Texas franchise tax of $104, $98 and $58 for the years ended December 31, 2022, 2021 and 2020, respectively. There are no deferred tax assets or liabilities at December 31, 2022 or 2021.

4. COMMITMENTS AND CONTINGENCIES

As of December 31, 2022, the Company has certain commitments related to franchise development of approximately $8,932, of which $6,005 is expected to be funded in 2023, $2,135 in 2024, and $792 in 2025.

Legal Proceedings - The Company is subject to various legal proceedings, lawsuits and other claims that arise in the ordinary course of business. Legal proceedings are subject to uncertainties, and outcomes are difficult to predict. The Company records an accrual for legal proceedings when it determines that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other factors, the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, makes a reasonable estimate of the loss. The Company reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances. Changes in these factors could materially impact the Company's financial position or its results of operation. The Company does not believe the outcome of any currently pending legal matters, individually or collectively, will have a material effect on the business or financial condition of the Company.

5. SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 28, 2023, the date the financial statements were available to be issued. There were no subsequent events which required adjustments to or disclosure in the financial statements.

EXHIBIT I
STATE ADDENDA TO DISCLOSURE DOCUMENT

STATE ADDENDA TO DISCLOSURE DOCUMENT

California Addendum to Disclosure Document

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and the California Franchise Relations Act, Cal. Bus. & Prof. Code Section 20000 et Seq., the Franchise Disclosure Document for Motel 6 for use in the State of California shall be amended to include the following:

1. Item 3, "Litigation," shall be amended by the addition of the following paragraph:

Neither we, nor any person or franchise broker in Item 2 of the disclosure document, 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, 15 U.S.C. 78a, et seq.) suspending or expelling such persons from membership in such association or exchange.

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

If any of the provisions of the Franchise Agreement conflict with the California Franchise Relations Act, the provisions of the California Franchise Relations Act will control.

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C. Sec/ 101, et seq.).

The Franchise Agreement requires application of the laws of Texas. These provisions may not be enforceable under California law.

The Franchise Agreement contains a provision that may be construed as a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

3. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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

5. You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

6. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

Hawaii Addendum to Disclosure Document

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Motel 6 for use in the State of Hawaii is amended to include the following:

1. The following paragraphs are added to the State Cover Page:

> THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
>
> THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
>
> THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

Illinois Addendum to Disclosure Document

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS-705/1 *et seq* the Franchise Disclosure Document for Motel 6 for use in the State of Illinois shall be amended to include the following:

1. If the franchise agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act (including judicial decisions interpreting the Act), Illinois law will govern.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

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

4. Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure act.

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

Maryland Addendum to Disclosure Document

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. ANN. CODE, BUS. REG.,14-201 through 14-233 (2015 Repl. Vol.), the Franchise Disclosure Document for Motel 6 for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language:

> Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and Affiliates, and their respective officers, directors, agents, employees and successors, excluding only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.
>
> Any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such action shall be barred. Except for this limitation, nothing in the Franchise Agreement shall limit your rights under Maryland law to enter into litigation with Franchisor in any court of competent jurisdiction within the State of Maryland, for claims under the Maryland Franchise Registration and Disclosure Law.
>
> A provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, U.S.C. Section 101.

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

Michigan Addendum to Disclosure Document

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, 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 franchisee 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 franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT 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
CORPORATE OVERSIGHT DIVISION
FRANCHISE SECTION
525 WEST OTTAWA STREET
G. MENNEN WILLIAMS BUILDING, 1ST FLOOR
LANSING, MICHIGAN 48913
(517) 335-7567

Minnesota Addendum to Disclosure Document

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Motel 6 for use in the State of Minnesota shall be amended as follows:

1. Item 13 "Trademarks" shall be amended by deleting the second paragraph and substituting the following paragraph in lieu thereof:

> The following Proprietary Marks have been registered, or registration has been applied for, with the United States Patent and Trademark Office. These Proprietary Marks are in use pursuant to a perpetual Master Trademark License Agreement between G6 Franchising and G6 Hospitality IP LLC dated March October 1, 2012.

2. Item 13 "Trademarks" shall be amended by adding the following statement to the end of the Item:

> Notwithstanding the foregoing, pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our Proprietary Marks.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following language at the conclusion of the Item:

> With respect to Franchisees 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 a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the Transfer of the franchise not be unreasonably withheld.
>
> Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state and local laws and regulations shall exclude such claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.
>
> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
>
> Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring a franchisee to consent to liquidated damages. Therefore, liquidated damages in violation of Minnesota law may be unenforceable, but the Franchisee remains liable for actual or other damages and the formula for liquidated damages in the Franchise Agreement may be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Franchise Disclosure Document is amended to delete all references to a waiver of jury trial.

5. All sections of the Franchise Disclosure Document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain.

6. Each provision of this Addendum to the disclosure document should be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the disclosure document.

New York Addendum to Disclosure Document

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Motel 6 for use in the State of New York shall be amended as follows:

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

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT 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, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is

subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

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

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

9. Each provision of this Addendum to the disclosure document shall be effective only to the extent, with respect to such provision that the jurisdictional requirements of the New York General Business Law, Article 33 are met independently without reference to this Addendum to the disclosure document.

North Dakota Addendum to Disclosure Document

The following information applies to franchises and franchisees subject to North Dakota statutes and regulations. The Item number corresponds to the Item in the main body of the Franchise Disclosure Document.

Item 17

Covenants not to compete upon termination or expiration of the Franchise Agreement may be unenforceable in the State of North Dakota except in certain circumstances provided by law;

The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

Rhode Island Addendum to Disclosure Document

1. In recognition of the restrictions contained in Section 19-28.1-14 of the Rhode Island Franchise Investment Act, Items 17(v) and 17(w) of the Franchise Disclosure Document for G6 Hospitality Franchising LLC are supplemented with the following:

"A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act."

Virginia Addendum to Disclosure Document

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for G6 Hospitality Franchising LLC is supplemented by the following:

"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 ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Washington Addendum to Disclosure Document

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
California	March 3, 2023
Hawaii	Pending
Illinois	March 3, 2023
Indiana	March 3, 2023
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	March 3, 2023
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J
RECEIPTS

RECEIPTS

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 G6 Hospitality Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make payment to, G6 Hospitality Franchising LLC or its affiliate in connection with the proposed sale or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or fourteen (14) days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If G6 Hospitality Franchising LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

The franchisor is G6 Hospitality Franchising LLC, located at 4001 International Parkway, Carrollton, Texas 75007. Its telephone number is 972-360-5405.

Issuance Date: March 3, 2023

The name, principal business address, and telephone number of the franchise seller offering the franchise is (PLEASE FILL IN THE FOLLOWING INFORMATION IF DIFFERENT):

Name	Principal Business Address	Telephone Number
Tina Burnett	4001 International Pkwy, Carrollton, TX 75007	972-360-5434

G6 Hospitality Franchising LLC authorizes the agents listed in Exhibit B to receive service of process for it.

I received a disclosure document dated March 3, 2023 that included the following Exhibits:

Exhibit A – List of State Administrators	Exhibit G-1 – List of Franchised Motels At Last Fiscal Year End
Exhibit B – Agents for Service of Process	Exhibit G-2 – List Of Franchise Agreements Signed But Motel Not Yet Open
Exhibit C – Franchise Application	Exhibit G-3 – List of Franchisees Who Left System In Last Fiscal Year
Exhibit D – Franchise Agreement	Exhibit H – Financial Statements
Exhibit E – General Release	Exhibit I – State Addenda To Disclosure Document
Exhibit F – Manual Table of Contents	Exhibit J – Receipts

Dated: _____

_____
Franchisee Signature
Print Name: _____

Property Information:

City and State: _____

[KEEP THIS COPY FOR YOUR RECORDS]

RECEIPTS

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If G6 Hospitality Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make payment to, G6 Hospitality Franchising LLC or its affiliate in connection with the proposed sale or sooner if required by applicable state law.

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Exhibit F – Manual Table of Contents	Exhibit J – Receipts

Dated: _____

_____
Franchisee Signature
Print Name: _____

Property Information:

City and State: _____

[RETURN THIS COPY TO US FOR OUR RECORDS]

Please return the signed Receipt by completing all of the blanks above and mailing it to G6 Hospitality Franchising LLC, 4001 International Parkway, Carrollton, Texas 75007, Attention: Franchise Administration.