FRANCHISE DISCLOSURE DOCUMENT

Country Inn & Suites by Radisson, Inc.
A Minnesota Corporation
701 Carlson Parkway, Suite 300, MS 4001
Minneapolis, Minnesota 55305
Telephone: 1-800-336-3301
www.radissonhotelsamericas.com/radissoninn
Effective December 2021:
1601 Utica Avenue South, Suite 700
St. Louis Park, Minnesota 55416

RADISSON
INN & SUITES

The franchise offered is for the right to construct and operate a hotel under our name and primary business trademark "Radisson Inn & Suites."

The total investment necessary to begin operation of a Hotel is $2,241,774 to $13,396,719 but excludes the cost of real estate. This includes $75,517 to $304,767 that must be paid to the franchisor or its affiliates.

This Disclosure Document summarizes certain provisions of your License 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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Development at 701 Carlson Parkway, Suite 300, MS 4001, Minneapolis, Minnesota 55305 and 1-800-336-3301.

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 contracts carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

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

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

Issuance Date: November 16, 2021

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 D and E.
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 F 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 Radisson Inn & Suites business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Radisson Inn & Suites franchisee?	Item 20 or Exhibits D and E 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 A.

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

Special Risk(s) to Consider About *This* Franchise

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

> **<u>Out-of-State Dispute Resolution</u>.** The License Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Minnesota. 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 Minnesota 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.

NOTICE REQUIRED

BY
STATE OF MICHIGAN

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 provisions 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 values 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 refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Office of the Attorney General
CONSUMER PROTECTION DIVISION
Attention: Antitrust and Franchise Unit
525 West Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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

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

To simplify the language in this Disclosure Document, "Country," "we," "us" and "our" means Country Inn & Suites by Radisson, Inc., the franchisor. "You" means the person who buys the franchise. If you form a corporation, limited liability company, partnership or other organization, the reference to "you" may include the entity's owners.

The Franchisor

We are a Minnesota corporation incorporated on July 22, 1986. We conduct business under our corporate name and the trade name Radisson Inn & Suites for this offering. We have no predecessors. Except as provided below, we have no affiliates required to be included in this Item.

We are a wholly-owned indirect subsidiary of Radisson Hospitality, Inc. (formerly known as Carlson Hotels, Inc. and referred to in this document as "Radisson Hospitality"), a Minnesota corporation. Radisson Hospitality is an indirect subsidiary of Aplite Holdings AB, organized under the laws of Sweden ("Aplite"), which is a majority-owned indirect subsidiary of Jinjiang International Holdings Co., Ltd., organized under the laws of the People's Republic of China ("Jinjiang"), which is wholly-owned by the Shanghai State-Owned Assets Supervision and Administration Commission, an agency of the People's Republic of China ("SSASAC").

Jinjiang, through its subsidiaries and affiliates, franchises various concepts outside of the United States in and outside of the lodging industry. It also operates hotels outside of the United States under brand families owned by various other hotel companies, including Hampton by Hilton. The principal place of business of Jinjiang is at 23rd Floor, 100 Yan'an East Road, Shanghai, 200002, China and Aplite is at 20th Floor,100 Yan'an East Road, Shanghai, 200002, China. SSASAC's principal place of business is at Shi Zheng Building, 100 Da Gu Road, Shanghai, 200003, China.

We and Radisson Hospitality have a principal place of business at 701 Carlson Parkway, Suite 300, MS 4001, Minneapolis, Minnesota 55305. In December 2021, this address is changing to 1601 Utica Avenue South, Suite 700 St. Louis Park, Minnesota 55416. Our agents for service of process are disclosed on Exhibit A.

Our Business

In November 2021, we began offering franchises for hotels that provide lodging services to the general public under the "Radisson Inn & Suites" name ("Hotels"). Neither we nor our affiliates have ever owned, operated or managed hotels operated under the Radisson Inn & Suites name.

Other than Country Inn & Suites® by Radisson franchises, we do not offer, and have not offered, franchises in any other line of business. From 1987 to the end of September 2017 these franchises were offered under the names of "Country Inn & Suites By Carlson®", "Country Inn By Carlson®" and "Country Suites By Carlson®". Beginning in October 2017 these franchises were offered under the name "Country Inn & Suites® by Radisson". As of December 31, 2020 there were 4 company-owned or managed and 443 franchised hotels operated under one of the Country names discussed above.

We offer a License Agreement for each individual Radisson Inn & Suites Hotel. The License Agreement and Personal Guaranty of License Agreement you must sign, will be the form of License Agreement and Personal Guaranty of License Agreement attached to this Disclosure Document as Exhibits H and J, respectively. You may also be required to sign a Corporate Guaranty of License

Agreement (Exhibit K). If you are converting an existing hotel, purchasing an existing Radisson Inn & Suites Hotel, or renewing your license, your License Agreement will include a Product Improvement Plan as an exhibit to your License Agreement (see Exhibit I). If we determine that the Hotel will require additional consultation and design services due to various factors, including the uniqueness of the market or location of the Hotel or its size, we can require you to sign a Technical Services Addendum to the License Agreement, an example of which is disclosed in Exhibit L.

We license from Radisson Hospitality a proprietary and distinctive system for the operation of a network of Radisson Inn & Suites Hotel properties (the "System"). The License Agreement and the Manuals describe the System and its distinguishing characteristics. Because the System is new, it is not yet fully developed and will undergo significant change over the coming years. You will be required to modify your Hotel to satisfy these changes.

The License Agreement allows you to develop or convert, and operate, a Hotel using the System at a specific location for a term of 20 years. Any reference to a System Hotel in this Disclosure Document includes only Hotels operating under a License Agreement with us, and does not include Hotels owned or managed by our affiliates or licensed under another brand name. There are certain elements of the System, including the personnel, equipment and facilities for the operation of the Reservation System, and marketing programs such as Radisson Rewards Americas, that do not belong to, and do not exist for the sole benefit of us, System franchisees or System Hotels, but rather are also made available to and used by our affiliates and other selected third parties in the operation of their businesses, at the sole discretion of those affiliates or third parties.

The information in this Disclosure Document applies to both new construction and conversion of existing hotels, except where otherwise disclosed in this Disclosure Document. The License Agreement authorizes you to use the Radisson Inn & Suites® trade name and service marks to operate and to identify the class of hotel facility, and permits you to use the distinctive identity, trade dress, methods and System for conducting the hotel business at the licensed Hotel.

Radisson Inn & Suites are upper-midscale, limited-service Hotels located primarily in suburban and urban markets. A Radisson Inn & Suites property will deliver a thoughtful customer experience through inviting design, products, and services so that all guests feel like they are experiencing a genuine memorable moment. These properties are focused on warmth, comfort, and a genuine connection. We expect that your Hotel will have many of these characteristics.

The Market and Competition

The market for your Hotel will be highly competitive and vulnerable to the general state of the economy. Moreover, the market for hotels is well developed in many market areas, producing intense competition. You should expect to compete with independent hotel operators, national or regional franchise systems and other chains, some of which are older and/or larger than our network. Your business also will be affected by its location, the locations of competing hotels and other lodging businesses, your financial and managerial capabilities, availability of labor, interest rates, and changes in traffic patterns, demographic or cultural conditions and other factors.

Licenses and Permits

You must obtain and keep in force all necessary licenses and permits required by public authorities including, in applicable cases, alcoholic beverage vendor's licenses. You also must comply with local land use planning and zoning requirements, national and local environmental requirements, the Americans with Disabilities Act ("ADA"), requirements for alcoholic beverage vendors and other licenses and permits, Innkeeper's laws and employment law considerations and consumer privacy laws. For construction or alterations that trigger additional requirements of the ADA or other local disability laws, your architect and other certified professionals must confirm to us in the form we require before construction and after completion of the work that the alteration plans and the completed work comply with these laws. You also must comply with other laws that apply to business generally. For example, your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated from a destination to which your customers must travel, your business can be affected by such orders more than others. We are not aware of any industry specific regulations applicable to the franchise being offered.

Our Affiliates

Radisson Hospitality, through various subsidiaries and affiliates, owns other franchise companies within the hotel industry. Radisson Hotels International, Inc. ("Radisson") franchises hotels in the United States. It has franchised hotels in the United States under the Radisson® name since 1983, the Radisson RED® name since February 2014, the Radisson Blu® name since March 2015, and the "Radisson Collection and "Radisson Individuals" names since June 2020. It has managed hotels under the Radisson Blu® name in the United States since 2012. It is a subsidiary of Radisson Hospitality. As of December 31, 2020, our affiliate had 1 Radisson Blu® franchised hotel operating in the United States, but no Radisson RED®, Radisson Individuals or Radisson Collection franchised hotels operating in the United States. As of that date, our affiliate was managing 4 Radisson Blu® hotels and 2 Radisson RED® hotels in the United States.

Our affiliate, Park Hospitality LLC ("Park") has operated hotels and offered franchises since August 2000. It has franchised hotels in the United States under the name Park Inn® since August 2000, under the name Park Inn by Radisson since 2011, and under the name "Park Inn by Radisson Residences" since 2020. From 2000 to 2007 Park also offered franchises under the "Park Plaza®" name and resumed franchising under the "Park Plaza®" name in June 2020. The principal business address for Radisson and Park is 701 Carlson Parkway, Suite 300, Minneapolis, Minnesota 55305.

Radisson Hotels Asia Pacific Investments Pte. Ltd. and Radisson Hotels Asia Pacific Pty. Ltd., our affiliates, franchise either directly or through master franchise agreements hotels under the Country Inn & Suites® by Radisson, Radisson Blu, Radisson RED, Radisson®, Radisson Collection, Radisson Individuals, Park Inn by Radisson, and Park Plaza® names and systems in the Asia Pacific area. These affiliates or their predecessors began offering franchises in Asia Pacific in 1989. The principal business address of Radisson Hotels Asia Pacific Investments Pte. Ltd. and Radisson Hotels Asia Pacific Pty. Ltd. is 3 HarbourFront Place, #08-01/02 HarbourFront Tower 2, Singapore 099254.

Shenzhen Vienna International Hotel Management Co., Ltd., our affiliate, offers franchises for hotels under the Park Plaza name and system in China. Shenzhen Vienna International Hotel Management Co., Ltd. began offering franchises in 2019. The principal business address for Shenzhen Vienna International Hotel Management Co., Ltd. is Unit 208, B1b Building, South Shenzhen North-Station West Plaza, North-Station Community, Minzhi Sub-district, Longhua District, Shenzhen, Guangdong Province, China.

Shanghai Jinjiang Metropolo Hotel Management Co., Ltd., our affiliate, offers franchises for hotels under the Radisson RED name and system in China. Shanghai Jinjiang Metropolo Hotel Management Co., Ltd. began offering franchises in 2019. The principal business address for Shanghai Jinjiang Metropolo Hotel Management Co., Ltd. is Building 4, No. 2, Lane 8666, Hunan Highway, Pudong New District, Shanghai, China.

Shanghai Vienna Hotels Management Co., Ltd., our affiliate, offers franchises for hotels under the Country Inn & Suites by Radisson and Park Inn by Radisson name and system in China. Shanghai Vienna Hotels Management Co., Ltd. began offering franchises in 2019. The principal business address for Shanghai Vienna Hotels Management Co., Ltd. is F16, Union Building, No. 100 East Yan'an Road, Huangpu District, Shanghai, China.

Radisson Hotels Canada, Inc., our affiliate, offers franchises in Canada for hotels under the Radisson RED, Radisson Blu, Radisson®, Country Inn & Suites® by Radisson, and Park Inn by Radisson names and systems. Radisson Hotels Canada, Inc. began offering franchises in 2011. The principal business address of Radisson Hotels Canada, Inc. is 701 Carlson Parkway, Suite 300, Minneapolis, Minnesota 55305.

Radisson Hospitality AB ("Radisson AB"), our affiliate, franchises hotels under the Radisson Collection, Radisson Blu, Radisson®, Radisson RED, Radisson Individuals, Country Inn & Suites by Radisson, Park Inn by Radisson, Park Plaza, and Prizeotel names and systems in Europe, the Middle East and Africa. Radisson AB began offering franchises in 1995. The principal business address for Radisson AB is Avenue du Bourget 44, B - 1130 Brussels, Belgium.

Our affiliates operating in the United States had the following number of franchises operating in the United States as of December 31, 2020:

Company	Franchises Offered Since	No of Franchises Operating as of December 31, 2020
Radisson Hotels International, Inc.	1983	65
Park Hospitality LLC	2000	6

Radisson Hospitality through various subsidiaries and affiliates owns companies that supply goods and services to franchisees. Radisson Procurement, Inc. ("RP") d/b/a Strategic Sourcing purchases goods and services for resale to third parties, including the franchisees of its various affiliates. Radisson Hospitality provides marketing, sales, technology and public relation services to us and our franchisees. Radisson Central Reservation Corporation ("RCRC") owns the reservation system and other assets and manages the knowledge and information processing systems that will be used at your Hotel. Radisson Development, LLC ("RD") makes loans to our franchisees from time to time. RD, RP and RCRC are located at 701 Carlson Parkway, Suite 300, Minneapolis, Minnesota 55305.

As of December 31, 2020, Jinjiang had no other affiliates offering franchises in the United States. Jinjiang has various affiliates offering franchises outside of the United States. Shanghai Jinjiang International Travel Co., Ltd. ("SJIT"), an affiliate of Jinjiang, has been offering travel agency franchises since 1999. As of December 31, 2020, SJIT had sold approximately 16 franchises. The principal business address of SJIT is 400 Changle Road Huangpu Qu, Shanghai Shi, China. Yang'ao Catering Management (Shanghai) Co., Ltd. ("Yang'ao"), an affiliate of Jinjiang, has been offering catering franchises since 2012. As of December 31, 2020, Yang'ao had sold approximately 26 franchises. The principal business address of Yang'ao is 1st Floor, Building 8, 259 Wuzhong Road Shanghai, China. Neither SJIT nor Yang'ao has operated a hotel or sold hotel franchises.

The chart below contains information regarding affiliates of Jinjiang offering hotel franchises that are not within the Radisson family of brands. None of these affiliates have offered franchises in a line of business other than the hotel business.

Name of Affiliate	Principal Business Address	Year Began Conducting a Hotel Business	Year Began Offering Hotel Franchises
Jinjiang Inn Co., Ltd.	Huijin Business Mansion, 259 Wuzhong Road Shanghai, China	1997	1999

Name of Affiliate	Principal Business Address	Year Began Conducting a Hotel Business	Year Began Offering Hotel Franchises
Jin Jiang International Hotel Management Company Ltd.	Business Building 3rd Floor, No. 889 South Yang Gao Road, Pudong District, Shanghai, China	1992	2011
Shanghai Jinjiang Metropolo Hotel Management Co., Ltd	8F, China Construction Steel Building, No.3331, Houhai Central Road, Nanshan District, Shenzhen, China	2013	2014
7 Days Four Seasons Hotel (Guangzhou). Co., Ltd.	Plateno Building, 300 Xinjiao West Road, Haizhu District, Guangzhou Shi, Guangdong Sheng, China	2010	2014
7 Days Hotels (Shenzhen) Co., Ltd.	29F, China Construction Steel Building, No.3331, Houhai Central Road, Nanshan District, Shenzhen, China	2005	2007
Huan Peng Hotel Management (Guangzhou) Co., Ltd.	Plateno Building, 300 Xinjiao West Road, Haizhu District, Guangzhou Shi, Guangdong Sheng, China	2015	2015
Plateno Hotel Management (Shenzhen) Co., Ltd.	29F, China Construction Steel Building, No.3331, Houhai Central Road, Nanshan District, Shenzhen, China	2013	2015
Lavande Hotel Management (Shenzhen) Co., Ltd.	30F, China Construction Steel Building, No.3331, Houhai Central Road, Nanshan District, Shenzhen, China	2013	2014
Coffetel Hotel Management (Shenzhen) Co., Ltd.	29F, China Construction Steel Building, No.3331, Houhai Central Road, Nanshan District, Shenzhen, China	2013	2013
ZMAX Hotel Management (Shenzhen) Co., Ltd	29F, China Construction Steel Building, No.3331, Houhai Central Road, Nanshan District, Shenzhen, China	2013	2014
Xana Hotel Management (Guangzhou) Co., Ltd.	Plateno Building, 300 Xinjiao West Road, Haizhu District, Guangzhou Shi, Guangdong Sheng, China	2015	2015

Name of Affiliate	Principal Business Address	Year Began Conducting a Hotel Business	Year Began Offering Hotel Franchises
Guangzhou Urban Romance Hotel Management Co., Ltd.	Plateno Building, 300 Xinjiao West Road, Haizhu District, Guangzhou Shi, Guangdong Sheng, China	2015	2015
Shenzhen Vienna Hotel Management Co., Ltd.	2nd floor, B1b Building Vienna International Hotel, Shenzhen North-Station West Plaza, Longhua New District, Shenzhen, Guangdong Province	2004	2009
Louvre Hotels Group SAS	Tour Voltaire, 1 place des degrés, 92800 Puteaux, France	1979	1979
Golden Tulip Middle East North Africa SAS	Tour Voltaire, 1 place des degrés, 92800 Puteaux, France	2011	2011
Golden Tulip Afrique Francophone SAS	Tour Voltaire, 1 place des degrés, 92800 Puteaux, France	2014	2014
Hotels & Préférence SAS	Tour Voltaire, 1 place des degrés, 92800 Puteaux, France	1999	1999
Golden Tulip Investments BV	Arnhemseweg 2 3817CH Amersfoort, Netherlands	2009	2009
Campanile Netherland BV	Herikerbergvek 238, Luna Arena, 1101CM Amsterdam, Netherlands	1989	1989
LH Germany Services GmbH	Holstenplatz 1-2, 24103 Kiel, Germany	2015	2015
Louvre Hotele Group Sp Zoo	ul. NOWOGRODZKA, nr 21, lok. ---, miejsc. WARSZAWA, kod 00-511, poczta WARSZAWA, kraj POLSKA, Poland	2001	2001
Louvre Hotels Espana SL	GV Carlos III Num,86 P,2 PTA 2 Barcelona, Spain	2001	2001
Louvre Hotels Benelux BVBA	Rond Point Robert Schuman 6 Boite 5 1040 Brussels, Belgium	2004	2004
Louvre Hotels Italy Srl	Corso Allamano 15310098 Rivoli, Italy	2001	2001
Louvre Hotels Group UK Ltd	66 Lincoln's Inn Fields, London WC2A 3LH	1986	1986

Name of Affiliate	**Principal Business Address**	**Year Began Conducting a Hotel Business**	**Year Began Offering Hotel Franchises**
Louvre Hotels Group Morocco	71, Angle Bd Mohammed 5 et rue Azilal, 3ème étage C/O Contempo, Casablanca, Morocco	2015	2015
Golden Tulip Hospitality Management Tunisia SARL	Bureau A7, Immeuble Rahma, Rue du lac Huron les berges du lac, 1053 La Marsa Tunis	2013	2013
Golden Tulip South East Asia Ltd	Rue du Rhône 118, c/o Corpag Services (Suisse) SA 1201 Genève, Switzerland	2007	2007
Golden Tulip Southern Asia Ltd	Rue du Rhône 118, c/o Corpag Services (Suisse) SA 1201 Genève, Switzerland	2006	2006
Golden Tulip West Africa Ltd	Rue du Rhône 118, c/o Corpag Services (Suisse) SA 1201 Genève, Switzerland	2006	2006
Golden Tulip Brazil Hotelaria LTDA	Rua Voluntários da Pátria, 89, conjuntos 601 (parte) e 602 (parte), Botafogo, CEP 22270-000 Rio de Janeiro RJ, Brazil	2008	2008
PT Golden Tulip Hospitality Management Indonesia	Tempo Scan Tower, 32nd Floor - JL.HR. Rasuna Said Kav.3-4 Jakarta, 12950, Indonesia	2012	2012
Golden Tulip Shanghai Hospitality Management Co Ltd	Room 1416, Building 8, No.1392, North shan xi Road, Pu tuo district, Shanghai, China	2008	2008
Golden Tulip Korea co ltd	1702 Achasanno 17-gil, Seongdong-gu,, Seoul, Korea	2016	2016
Sarovar Hotels Private Limited	42, Mittal Chambers, Nariman Point, Mumbai 400021, India	2007	2007

(END OF ITEM)

ITEM 2
BUSINESS EXPERIENCE

James G. Alderman Jr.
Chief Executive Officer, Americas – Radisson Hospitality, Radisson, Country and Park
Director – Radisson and Country
Manager – Park
Mr. Alderman has served as Chief Executive Officer, Americas since March 2020. Since March 2020, Mr. Alderman has also been a Director of Country, a Director of Radisson, and a Manager of Park. From May 2018 to March 2020, he served as Vice President for ESH Strategies Franchise LLC., the franchisor of Extended Stay America hotels located in Charlotte, NC. Mr. Alderman also served as Chief Asset Merchant for ESA Inc., ESA Management and ESH REIT from November 2016 to March 2020. From August 2013 to November 2016, Mr. Alderman served as Chief Development Officer for Kimpton Hotels and Restaurants in Atlanta, Georgia.

Amber Thiel
Senior Vice President and Chief Financial Officer, Americas – Radisson Hospitality, Radisson, Country and Park
Ms. Thiel has served as Senior Vice President and Chief Financial Officer, Americas for Radisson Hospitality, Radisson, Country and Park since April 2020. She served as Vice President, Finance & Strategy, Americas for Radisson Hospitality, Radisson, Country and Park from April 2019 to April 2020. From November 2017 to April 2019, she served as Vice President, Strategic Planning & Financial Analysis. From July 2016 to November 2017, she served first as Manager, Finance and then as Director, Finance for Radisson Hospitality. She served as Manager, Accounting (Global) for Radisson Hospitality from October 2015 to July 2016 and originally joined Radisson Hospitality and its affiliates in January 2012.

M. Thomas Buoy
Executive Vice President and Chief Commercial Officer, Americas – Radisson Hospitality, Radisson, Country and Park
Mr. Buoy has served as Executive Vice President and Chief Commercial Officer, Americas since July 2021. From September 2020 to July 2021 he served as President and Chief Executive Officer of Revenue Buoy, LLC in Charlotte, NC. From October 2017 to March 2020 he was Executive Vice President Revenue at Extended Stay America, Inc. in Charlotte, NC. From September 2016 to October 2017 he was Executive Vice President Marketing and Revenue Management at Extended Stay America, Inc., and also served as Executive Vice President Pricing and Revenue Optimization from August 2011 to September 2016.

Phillip F. Hugh
Chief Development Officer, Americas – Radisson Hospitality, Radisson, Country and Park
Mr. Hugh has served as Chief Development Officer, Americas since July 2020. Before becoming Chief Development Officer, Mr. Hugh served as the Chief Development Officer for Red Roof Franchising, LLC located in Albany, Ohio from November 2013 to July 2020.

Tanya M. Taylor
Executive Vice President, General Counsel – Radisson Hospitality, Radisson, Country and Park
Ms. Taylor has served as Executive Vice President, General Counsel for Radisson Hospitality, Radisson, Country and Park since February 2021. From October 2018 to February 2021 she served as General Counsel of Yonder Media Mobile, Inc. located in New York, New York. From September 2016 to October 2018 she served as Vice President Legal Affairs & Associate General Counsel, North America for Millennium Hotels and Resorts in New York, New York. From February 2007 to June 2016 Ms. Taylor served as Senior Counsel, and then as Vice President Legal, for Wyndham Hotel Group located in Parsippany-Troy Hills, New Jersey.

Todd Schnobrich

Senior Vice President, Chief Information Officer, Americas – Radisson Hospitality, Radisson, Country and Park

Mr. Schnobrich has served as Chief Information Officer, Americas since August 2020. Before becoming Chief Information Officer, Mr. Schnobrich was Vice President, IT Business Relationship Management from July 2018 until August 2020. From April 2015 to June 2018 he was Group CIO, Cargill Feed and Nutrition Group for Cargill, Inc. located in Wayzata, Minnesota.

Bill Hall

Senior Vice President, Development – Radisson, Country and Park

Mr. Hall has served as Senior Vice President, Development for Radisson, Country and Park since August 2020. From September 2018 to July 2020, he was Senior Vice President of Franchise Operations at Red Roof Franchising, LLC located in Albany, Ohio. From January 2018 to August 2018 he was a Principal Consultant at Stillwater Consulting located in Mount Bethel, Pennsylvania. From September 2016 to January 2018, he was the Chief Business Development Officer at InnFocus Hospitality Solutions located in Whippany, New Jersey. From January 2016 to December 2016, he was Vice President of Operations at Debut Hotel Group/Hampshire Hotels Management located in New York, New York.

Jason Yarbrough

Senior Vice President, Development – Radisson, Country and Park

Mr. Yarbrough has served as Senior Vice President, Development for Radisson, Country and Park since August 2020. From January 2017 to July 2020, he served as Regional Vice President of Development at Red Roof Franchising, LLC located in Albany, Ohio and was a franchise developer at Red Roof Franchising from April 2014 to January 2017.

Amrita Mukundan

Vice President, Property Openings & Integration, Americas – Radisson, Country and Park

Ms. Mukundan has served as the Vice President, Property Openings & Integration since November 2017. From September 2013 to October 2017, she served as the Senior Director of Hotel Integration at Wyndham Hotel Group located in Parsippany-Troy Hills, New Jersey.

Sanjeev Raut

Vice President, Operations Support – Radisson, Country and Park

Mr. Raut has served as Vice President, Operations Support since December 2019. He served as Vice President, Quality Assurance & Franchise Services from November 2017 to December 2019. From July 2013 to October 2017, he served in various roles as Director, Regional Director and Senior Director of Franchise Operations at Wyndham Hotel Group located in Parsippany-Troy Hills, New Jersey.

Barry O’Neill

Vice President of Franchise Operations – Radisson, Country and Park

Mr. O’Neill has served as Vice President of Franchise Operations for Radisson, Country and Park since April 2020. He served as the Regional Vice President for these companies from May 2019 to April 2020. He joined Radisson Hospitality and its affiliates in 2007 and served from September 2018 to May 2019 as Senior Director, Operations & Guest Experience, from October 2017 to September 2018 as Regional Director, from July 2017 to October 2017 as Regional Vice President and from February 2007 to July 2017 as District Director.

Camilo A. Gil
Senior Director, Retention & Portfolio Management, Americas – Radisson, Country and Park
Mr. Gil has served as Senior Director, Retention & Portfolio Management, Americas for Country, Park and Radisson since May 2019. From January 2018 to May 2019, he was Director, Retention Services for Radisson Hospitality. From October 2011 to December 2017, Mr. Gil was employed by Wyndham Worldwide Corporation where he served in various capacities, including as Manager, Relicensing and Retention, from October 2016 to January 2018, and as Director of Operations, Latin America from February 2013 to September 2016.

Devin Lee
Senior Director, Head of Owner Relations – Radisson, Country and Park
Mr. Lee has served as Senior Director, Head of Owner Relations since October 2020. From August 2010 to October 2020 Mr. Lee served as Regional Director, Operations.

John C. Rood
Director, Chairman of the Board and Security Director – Radisson Hospitality
Mr. Rood has served as Security Director for Radisson Hospitality since July 2020 and Chairman of the Board of Radisson Hospitality since September 2020. Mr. Rood has also served as the Chief Executive Officer of John Rood and Associate in Arlington, Virginia, and an Associate for SMA Consulting in Irvine, California since April 2020. From January 2018 to February 2020 he served as Under Secretary of Defense for Policy for the U.S. Department of Defense in Arlington, Virginia. From March 2016 to January 2018 he served as Senior Vice President, Lockheed Martin International in Bethesda, Maryland.

Karl L. Holz
Director – Radisson Hospitality
Mr. Holz was appointed to Radisson Hospitality's Board of Directors in August 2020. Since February 2018, Mr. Holz has served as Principal at Karl Holz Advisors LLC and as a Senior Advisor at McKinsey & Company, located in Windermere, Florida. From 1996 to February 2018, Mr. Holz served in multiple roles at The Walt Disney Company, and most recently as President of Disney Cruise Line and New Vacation Operations from 2008 to February 2018 in Orlando, Florida.

Bruce G. Wiles
Director – Radisson Hospitality
Mr. Wiles was appointed to Radisson Hospitality's Board of Directors in August 2020. Since March 2017 Mr. Wiles has also served as Director and Chairman of the Board of Hospitality Investors Trust, Inc. in New York, New York. He served as Managing Partner at Brookfield Property Group from May 2014 to April 2019, and then as a Senior Advisor from April 2019 to the present in New York, New York.

Steven R. Goldman
Director – Radisson Hospitality
Mr. Goldman was appointed to Radisson Hospitality's Board of Directors in September 2020. Mr. Goldman has been self-employed since September 2017. From February 2017 to September 2017 he served as Chief Executive Officer of FelCor Lodging Trust in Irving, Texas. From August 2010 to February 2017 he was a Managing Director at Starwood Capital Group based in France.

(END OF ITEM)

ITEM 3
LITIGATION

There is no litigation required to be disclosed in this Item regarding the Radisson Inn & Suites brand. The litigation below relates to the Country Inn & Suites by Radisson brand.

Norma Knuth v. Country Inns & Suites By Carlson, Inc., et al. (Court of Queen's Bench for Saskatchewan, Court File No. QBG No. 2560 of 2014). On December 5, 2014, Norma Knuth filed a complaint under The Class Actions Act against over 25 named defendants, including Country, alleging that the defendants wrongfully collected undisclosed destination marketing fees ("DMF") charged to the plaintiff and other class members by hotels located in Canada that were owned, operated or managed by the defendants. On December 29, 2015, the plaintiff amended and expanded its complaint alleging, among other things, that the class included those who paid the fee to a hotel in Canada branded by one of the defendants and that the defendants that did not directly charge or collect the fee approved of it and encouraged the imposition of the DMF. The plaintiff has alleged that the collection of the DMF violated The Consumer Protection Act, was negligent, unjustly enriched the defendants and constituted a Waiver of Tort. The plaintiff has demanded, on behalf of the class, disgorgement of any fees and revenue received by the defendants generated by imposition of the fee, and an order that the defendants are jointly and severally liable for restitution of $403,000,000, general and punitive damages, costs of notice, interest and any other relief the court deems appropriate. The class has yet to be certified. We filed a motion for summary judgment on October 3, 2016. On June 2, 2017, Radisson and Country filed a Statement of Claim against 2 current and 3 former licensees, that had not entered into tolling agreements, seeking contribution and indemnification. On August 29, 2019, the court denied Radisson's motion for summary judgment, holding that it was premature. Radisson intends to reassert its summary judgment motion arguments at the appropriate time.

Country Inn & Suites by Radisson, Inc. v. Burns Management, LLC; CM Burns, LLC; and Dale E. Daggett (United States District Court for the District of Minnesota, Case No. 19-cv-02757-PAM-DTS). On October 22, 2019, Country filed a complaint against Burns Management, LLC ("Burns"), a former licensee, and CM Burns, LLC and Dale E. Daggett (collectively "Guarantors") asserting breach of the license agreement between Country and Burns and asserting breach of the license agreement guaranties by Guarantors. Country seeks liquidated damages and attorneys' fees. On December 5, 2019, Burns and Guarantors filed an answer and counterclaims. The counterclaims allege breach of the license agreement and the covenant of good faith and fair dealing, common law fraud, violation of the Wisconsin Franchise Investment Law, and violation of the Wisconsin Fair Dealership Law. The counterclaims seek a declaratory judgment that the license agreement and guaranties are void, voidable, or subject to rescission, and that the liquidated damages provision of the license agreement is unenforceable; unspecified actual damages; and costs and attorneys' fees. On January 3, 2020, Country filed its answer, denying the counterclaims. On June 17, 2020, the parties settled the case with Burns and Guarantors making a payment to Country of $85,000.

Country Initiated Actions to Recover Amounts Owed:

None

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

(END OF ITEM)

ITEM 4
BANKRUPTCY

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

(END OF ITEM)

ITEM 5
INITIAL FEES

You must pay an Initial License Fee that is the greater of $50,000 or $450 for each rentable guestroom at the Hotel.

You must pay a $3,500 Application Fee towards your Initial License Fee when you submit your application to us. A copy of the Application is attached to this Disclosure Document as Exhibit G. The balance of the Initial License Fee becomes due and non-refundable when you sign the License Agreement. In very limited circumstances, we may allow you to pay the remainder of the Initial License Fee in two installments, with the first installment payable upon signing and the second installment generally payable within 60 to 90 days after payment of the first installment. If we do not approve your Application for a License Agreement or you withdraw your Application before our approval, the $3,500 Application Fee will be refunded to you less expenses we incur in the processing and review of the Application. Once we approve your Application, the Application Fee becomes non-refundable. Unless we otherwise require, you must sign a License Agreement within 30 days of the date an approval letter and License Agreement is sent to you, or approval will be withdrawn and the Application Fee forfeited. If approval is withdrawn, continuation of the project will require a new Application and another Application Fee.

If you apply to convert an existing hotel or building to a System Hotel, in addition to the Application Fee and Initial License Fee, you must pay a $3,000 Product Improvement Plan Fee. You must pay this nonrefundable fee to us before we prepare the Product Improvement Plan for your Hotel.

We may reduce, waive or defer the Application Fee, Initial License Fee, and Product Improvement Plan Fee depending on whether the Hotel is existing or new construction, the Hotel's market position, size of the property, number of Hotels that a franchisee operates in the System, as an incentive to further develop Hotels using the System, or on other criteria as we may adopt, such as reduction in operations due to COVID-19. We have no policy and there is no pattern as to when a reduction has been made. We may also apply the Product Improvement Plan Fee toward the payment of the Application Fee in certain circumstances. We have the right to evaluate each situation on an individual basis.

Before the Hotel opens for business, you must pay to us a non-refundable fee of approximately $8,000 to $10,000 (plus shipping charges) for Start-up Supplies, which include certain guest loyalty program materials, sales and marketing program materials and tools, brand manuals, custom photography packages, other start-up materials and certain pre-opening promotional marketing services (see Item 7).

You must pay a nonrefundable Architectural Plan Review Fee of $3,000, if any one of the following occurs: (1) your property is given architectural approval by us and subsequently you have to resubmit because of changes in your plans; (2) you fail to address plan review comments within 60 days from the date of our last plan review letter; (3) plan re-design or re-drafting is required because of a change in the design professional preparing the plans; (4) one year has passed since the date we approved your final plans and construction has not started; or (5) you choose to design and construct the Hotel using fast track or phased construction requiring excessive, time consuming or multiple plan reviews, as we determined. The Architectural Plan Review Fee is paid to us or our affiliate and is due upon review of any proposed plans or upon receipt of an invoice from us.

If we determine that additional consultation related to the design and construction or renovation of your Hotel is necessary, we may charge a fee of up to $1,500 per guestroom in the Hotel for additional consultation and design services. You must also pay the travel and related expenses of our representatives who visit your site and reimburse us, our affiliate or third party for goods and services purchased in connection with the provision of our services. You must pay us this non-refundable fee at the time you sign the License Agreement, and you must also sign the Technical Services Addendum (or “TSA”) to License Agreement (See Exhibit L). You must pay the expenses of our representatives and any reimbursements upon receipt of an invoice. None of these amounts are refundable. Whether you must sign a Technical Services Addendum will depend on the nature and extent of the consultation required and factors we deem relevant, including, whether you hire an interior design firm on our list of recommended firms, the uniqueness of the particular Hotel location or market, the extent of the required renovation, the size of the Hotel, the materiality of your requests for deviations from our design or System standards and your experience with developing similar hotels.

We may, in limited circumstances, extend your contractual construction commencement date, renovation commencement or opening date. If we agree to an extension, you must pay us a non-refundable extension fee of up to $2,000 per month on a month to month basis. We will determine whether to grant an extension depending on the circumstances surrounding the delay, the Hotel’s market position, size of the property, number of Hotels that a franchisee operates in the System, or on other criteria as we may adopt. We have no policy and there is no pattern as to when we will grant an extension. We have the absolute right to evaluate each situation on an individual basis.

Before the Hotel opens for business, you must pay a non-refundable registration fee for the Radisson Hotel Group Leadership Certification of $1,550 per trainee. You must also pay us a nonrefundable $1,995 per attendee for your General Manager to attend our Brand Business Conference. Attendance is required even if the Hotel is not open. These fees are subject to change.

You must purchase the standard hardware and software configuration components for your property management system (PMS) and related technology from us, our affiliates, or third parties. The cost of the individual components is uniform, although the total cost for the technology will vary. You must pay for items purchased from us or our affiliates upon receipt of an invoice. All deposits are nonrefundable and, after the components are delivered, the total amount of the purchase price is due and is not refundable. Before opening your Hotel as a System Hotel, you must purchase and use the ORACLE Opera PMS. We are currently evaluating new PMS systems and expect to announce updated requirements in 2022.

We estimate the pre-opening costs for the technology system using the ORACLE Opera PMS to be approximately $22,000 for an average 115-room property with the minimum required components. Approximately $3,000 of this amount is collected by us and then paid to the vendor for hardware and implementation for the network connection described in Item 6 and $500 is paid to our affiliate or a third-party supplier for the anti-virus system. You must also pay for the cost and expenses for cabling and accommodations for installers, which may vary. The actual cost will vary based on number of rooms, additional workstations and printers, optional components purchased and other miscellaneous items. See also Item 8 and 11.

You must pay us an annual fee of $330 for a minimum of 3 licenses for the SalesForce Community platform. Additional licenses may be purchased for $110 per license. The SalesForce Community Owners Portal allows you to find certain performance information about your Hotel, and related property information. The Salesforce Community program also gives you access to certain global sales programs.

You must license from us our Revenue Optimization Program which includes IDeaS G3, our fully integrated revenue management system, the support of the Revenue Optimization Specialists for your Hotel, OTA Insight & Parity Insight and other tools. If the Hotel has not previously used IDeaS G3, you must pay us a nonrefundable $1,800 set-up fee and a $2,500 limited data build fee. If the Hotel also uses G3 RMS powered by Demand 360, you must also pay a one-time fee of $1,195 for the Demand 360 feature.

You must participate in the WebExtra℠ program, which requires the completion of an individual website for your Hotel in English. You must pay a nonrefundable one-time initial development charge of $2,244, plus purchase a minimum of up to 100 credits ($150-$600) from a supplier. Additional credits and optional services may be purchased directly from the supplier. You will automatically be enrolled in our Basic Annual Service Plan ("ASP") at an annual cost of $1,258. The ASP fee is paid directly to our affiliate.

In the future, our affiliates may sell, and you may be required to purchase from them, furnishings, fixtures, operating supplies and equipment. Your total cost of these items will vary considerably depending on whether your Hotel is a conversion of an existing property or new construction, ranging from $0 up to approximately $20,000.

We may pay a fee to a third party that refers a prospect to us if the prospect purchases a franchise from us. The fee varies but may be up to 10% of the Initial License Fee paid by the franchisee. We can modify or terminate this practice at any time.

(END OF ITEM)

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (1)	5% of Total Rooms Revenue	Payable on receipt of invoice for the prior month	See Note 1
Service Fee (2)	2.5% of Total Rooms Revenue	Same as Royalty Fee	See Note 2
Reservation Fee (3)	1.25% of Total Rooms Revenue	Same as Royalty Fee	You must also pay $3.00 per delivered reservation. See Note 3
Technology Fees (4)			
• ORACLE Opera Cloud PMS Fee	$8 - $9 per guestroom per month	Payable to Vendor	See Note 4
• Technology & Interface Connect Fee	$5.95 per guestroom per month with a maximum of 100 guestrooms invoiced	Payable monthly to our affiliate upon receipt of invoice or by the 15th day of each month if no invoice is issued	See Note 4
• Technology & Interface Support Fee	$1.70 per guestroom per month for guestrooms over 100 with a maximum of 250 invoiced	Payable monthly to our affiliate upon receipt of invoice or by the 15th day of each month if no invoice is issued	See Note 4
• Anti-Virus	$25 per workstation per year	Payable to our affiliate or Vendor upon receipt of invoice	See Note 4
• PMS Payment Gateway License & Support Fee	$110-120 per month	Payable monthly to Vendor	See Note 4
• Medallia Zingle Oracle OXI Interface Fee	$0.30 per guestroom per month with a maximum of 200 guestrooms invoiced	Payable monthly to Vendor	See Note 4
Training and Consulting Fees (5)	See Note 5	Due upon submission of invoice	See Note 5
Brand Business Conference and Regional Meetings (6)	$1,995	Due upon submission of registration or invoice	See Note 6
Administrative Fee (7)	$500 - $5,000 per document	See Note 7	See Note 7
Late Fees (8)	See Note 8	See Note 8	See Note 8

Type of Fee	Amount	Due Date	Remarks
Audit Fee (9)	See Note 9	See Note 9	See Note 9
Inspection Fees (10)	See Note 10	See Note 10	See Note 10
Guest service intervention program (11)	See Note 11	See Note 11	See Note 11
Promotional Program Fees (12)	See Note 12	See Note 12	See Note 12
Liquidated Damages (13)	See Note 13	Payable within 10 days of the termination of the License Agreement	See Note 13
Taxes (14)	Amount imposed on us by federal, state and local tax authorities on any fees or other amounts payable by you to us	Payable upon receipt of invoice	See Note 14
Product Improvement Plan (PIP) (15)	$3,000	Payable on receipt of invoice or on Application of new license agreement	See Note 15
Construction Commencement Date, Renovation Commencement Date or Opening Date Extension Fee (16)	$0 to $2,000 per month	Payable on receipt of invoice	See Note 16
Costs and Attorneys' Fees (17)	Will vary under circumstances	Payable on receipt of invoice	See Note 17
Supplier Approval Fee (18)	Varies	Payable on receipt of invoice	See Note 18
Transfer Fee (19)	Amount of then-current Initial Fee or if transferring to an affiliate, greater of $5,000 or the then-current administrative fee for transferring to an affiliate	Payable at time of transfer	See Note 19
Additional guestrooms (20)	$450 per guestroom	Payable on receipt of invoice	See Note 20
Revenue Optimization Program Fee (21)	$7.25 per guestroom per month with a maximum of 500 rooms invoiced	Payable on receipt of invoice	See Note 21
Information Security/Payment Card Industry Support Fee (22)	$200 per year	Payable on receipt of invoice	See Note 22
Redirected Call Program (23)	$360 per year plus $2.00-$2.50 per call	Payable on receipt of invoice	See Note 23
Suspension Fee (24)	$1,500	Payable on receipt of invoice	See Note 24
Salesforce Communities Fees (25)	$330 per year	Payable on receipt of invoice	See Note 25
CVent Private Label Technology Fee (26)	$149 per year	Payable on receipt of invoice	See Note 26

Type of Fee	Amount	Due Date	Remarks
WebExtra Annual Service Plan Fee (27)	$1,258	Payable on receipt of invoice	See Note 27
Medallia Zingle Subscription Fee (28)	$80 per month	Payable on receipt of invoice	See Note 28
FedRooms Fees and DoD Preferred Program Fees (29)	1.75% participation fee on compliant program bookings	Payable on receipt of invoice	See Note 29 (optional program)
American Hotel & Lodging Association (AH&LA) Membership Dues (30)	$4.50 per guestroom per year	Payable on receipt of invoice	See Note 30 (optional program)
Revenue Optimization Consulting Services (ROCS) program (31)	$550 - $2,500 per month	Payable on receipt of an invoice	See Note 31 (optional program)
ResAdvantage program (32)	2.5% of monthly Gross Booked Revenue or $6.00 per monthly Gross Room Reservation	Payable on receipt of an invoice	See Note 32 (optional program)

Notes: This chart is based on an 115-room Hotel. All amounts are non-refundable and are payable to us, unless stated otherwise in the corresponding explanatory note. None of these fees are imposed by a cooperative. Other franchisees may pay different amounts depending on various factors including when they come into the System. Unless we otherwise agree, you must pay fees and other amounts due to us via electronic funds transfer or other similar means. You must comply with our procedures and perform all acts and deliver and sign all documents, including authorization in the form we may require for direct debits from your business bank operating account. Under this procedure you authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest that may be owing. If you have not timely reported the Total Rooms Revenue to us for any reporting period, we can, at our option, debit your account for 120% of the fees transferred from your account for the last reporting period for which a report of the Total Rooms Revenue was provided to us.

(1) Total Rooms Revenue (gross room receipts net of allowances and all room taxes) is determined in accordance with the "Uniform System of Accounts for the Lodging Industry" (Eleventh Revised Edition, 2014). We may adjust this Fee based on market conditions, the number of Hotels you have in the System, or in other situations where we deem an adjustment appropriate.

(2) You must pay 2.5% of Total Rooms Revenue as the Service Fee. This fee is uniform for all new franchisees except where, in our sole judgment, we agree to reduce the fee based on market conditions and the number of Hotels you have in the System. In addition to the Service Fee, you may be required to contribute to the costs of certain marketing or brand standards programs that we may develop and administer. The costs of these programs will be assessed to you and are payable upon receipt of the invoice.

(3) You must participate in third party reservation systems that we make available, including AMADEUS, GALILEO/APOLLO, SABRE, WORLDSPAN, various Internet reservation services (any of which may change), and all third-party reservation services, which include direct connections into the Reservation System. In addition to the Reservation Fee, you must pay us a third-party reservation fee, which is currently $3.00 per delivered reservation for domestic franchisees. We may increase the third-party reservation fee if we determine the increase is reasonably necessary to cover increased costs to the Reservation System. The Reservation Fee is sometimes reduced in situations where we deem the reduction appropriate.

(4) Your Hotel must use the ORACLE Opera PMS. Four web-based email accounts are also included in these fees. These fees do not include all technology costs required to operate a typical Hotel. Examples of systems not included are telephone, accounting, payroll, inventory management, call accounting, voice mail, guest internet, free to guest television and concierge applications. You must maintain other systems through suppliers of your choosing. We offer a list of approved suppliers for many of these systems, but these are recommendations only.

(5) We conduct orientation and other training for which we may charge fees and, if the Hotel does not comply with our standards, we may require you to receive and pay for certain customized training, support or consultation services at the Hotel. Currently, the fees for required training programs, explained in Item 11, are as follows: (1) $300 per person for Yes I Can! Certification; (2) $360 per year for the Radisson Academy Online; and (3) $1,550 per person for the Radisson Hotel Group Leadership Certification. If you request additional training or services or we require them as a result of the Hotel's non-compliance with our standards, we will charge $1,200, plus travel expenses for each brand representative, for this training and services. See Item 5 for more information.

(6) Your General Manager must attend our annual Brand Business Conference ("Conference") if one is held, and Regional Meetings, if held. You must pay the registration fee for the Conference and Regional Meetings even if your General Manager does not attend. The registration fee for the Conference is currently $1,995 per person. Early registration discounts for attendees may apply. The fees for the Conference and Regional Meetings are subject to change each year. You are responsible for all travel, lodging, wages and incidental expenses incurred with attendance at the Conference and Regional Meetings.

(7) For all changes requested by you to your License Agreement after signing, and for generating additional documents (amendments, assignments, tri-party agreements, lender comfort letters, etc.), you must pay us an Administrative Fee. This Fee is currently between $500 and $5,000 per document or per occurrence with the amount to be set by us depending on a variety of factors including time expended and complexity of matter. For example, we charge an administrative fee of $2,500 for a Tri-Party Agreement with a lender if one is requested at any time. You pay the Administrative Fee when you submit the request to us and it is subject to change. If the change requested or the transaction requires us to use outside counsel, we may also require you to pay the outside counsel fees.

(8) If you fail to pay any amount by its due date, we may charge you interest on the amount past due at a rate of 1½% per month or the highest contract rate of interest allowed by applicable law, whichever is less. We also may charge you a late payment fee of up to $100 for each month any overdue amount remains unpaid.

(9) If an audit reveals that you have underpaid amounts owing under the License Agreement, and that the underpayment either is willful or exceeds 3% of the amount actually owing, in addition to paying the full amount owing, you must reimburse us for the cost of the audit, including travel, lodging, meals, reasonable professional fees, salaries and other expenses of the persons conducting the audit.

(10) We may require you to pay the then-current inspection fee for any inspection we do as a follow-up to corrections you must make in construction/renovation of the Hotel. The fee for this type of inspection is currently $2,500 plus travel expenses. We also may perform, or have a third party perform, inspections during the operation of the Hotel. If the Hotel fails an inspection, or if we conduct an inspection because the Hotel fails to comply with a System standard, you must pay us the then-current inspection fee for each inspection conducted by us or by a third party on our behalf. The current inspection fee is up to $2,500 plus travel expenses.

(11) You must participate in our guest service intervention program. If we receive a guest complaint, or you fail to respond to a guest survey or online review alert within the time we require, we will

resolve the complaint or respond for you, and bill you for our costs to resolve the matter along with an administrative fee. This fee is currently $100 per complaint and/or response for non-Radisson Rewards Americas and Club Radisson Rewards Americas members; $125 per complaint and/or response for Silver and Gold Radisson Rewards Americas members; and $150 per complaint and/or response for Platinum Radisson Rewards Americas members.

(12) You must participate in, and pay all fees and charges related to, our various promotional programs, including any loyalty and rewards programs, and other similar marketing and advertising programs, and any successor programs ("Promotional Programs"). We may add, modify, suspend or discontinue Promotional Programs. These Promotional Programs and the related fees, assessments, and any reimbursements, vary. The current Programs and fees/assessments are described below.

Radisson Rewards Americas: You must pay us 5% of Total Rooms Revenue from a Member Stay, or total package revenue in the case of hotel packages or special offers that include lodging accommodations sold with other services provided by either the Hotel or a third party as part of a single transaction ("Package Revenue"). You will also pay us 5% of the gross food and beverage revenue charged on the program member's guest folio ("F&B Revenue") for each Member Stay. A "Member Stay" is defined as all consecutive room nights at a single hotel. If you successfully enroll a guest in the Radisson Rewards Americas program during their stay, we will waive the fee on Room Revenue and F&B Revenue for the guest's first Member Stay. No fees will be waived if a duplicate account is found.

Members of all Radisson Rewards loyalty programs may redeem their accumulated points for free night award stays at your Hotel and other rewards. You will be fully or partially reimbursed for these redemptions as described in the program rules, which may change. There may be additional costs for guest amenities that must be provided to program members and you must honor all program rules and policies, including free night award stays at your Hotel.

Your Hotel may choose to award bonus points to members, planners and travel agents. You must pay $0.002 for members and planners and $0.003 for travel agents.

Your Hotel must meet certain monthly enrollment quotas for the number of guests you enroll in the Radisson Rewards Americas loyalty program. We are currently reviewing the brand standards relating to the loyalty program enrollments for hotels and anticipate that, we will begin measuring hotel performance in meeting these enrollment quotas on a monthly basis and requiring the hotel to pay a fee, which has not yet been determined, if the hotel fails to meet its enrollment standards.

Radisson Rewards Americas for Business: You must participate in the Radisson Rewards Americas for Business program, which incentivizes travel agents, meeting or event planners and other business professionals who plan meetings and conferences. The points awarded under the Radisson Rewards Americas for Business program are in addition to the points that may be earned by the individual travelers. The fees you must pay are based on the following:

> Planners: Eligible planners are awarded 5 points per dollar spent for event purchases. Purchases must be applied to a single master account bill to be eligible for points. You must pay $0.002 per point awarded to planners.
>
> Travel Agents (formerly Look To Book): Eligible travel agents are awarded 10 points per dollar spent on booked and consumed reservations made through radissonhotelsamericas.com or through the Global Distribution System (GDS). You must pay us 3% on eligible Total Rooms Revenue awarded to travel agents.

All Radisson Rewards Americas and Radisson Rewards Americas for Business fees are subject to change.

Travel Agency, Affiliate, Affinity and other Promotional Program Reservation Based Fees

Agency and Affiliate Commissions: You must pay a 10% commission on all commissionable consumed room nights generated by travel agents and other affiliate third-party sources with which we have negotiated a distribution relationship. This commission amount is subject to change.

TMC/Consortia Agency Pay For Performance (PFP) Programs: You must pay a fee of $1.00 to $4.00 per consumed room night booked by TMC/Consortia agency partners participating in our TMC/Consortia Pay-for-Performance Program plus the 10% Commission payable on travel agency bookings. There are exceptions to the TMC/Consortia Pay-for-Performance program, including: (i) certain commission re-direct programs, will have a separate fee structure, with no more than 10% of total gross revenue for consumed bookings billed monthly for these programs; (ii) Amex Mid-Market Program (MQA), a non-commissionable program, that is billed as an override to Hotels at 10% of total gross revenue for consumed bookings against applicable rate codes; (iii) CWT RoomIT (formerly CWT Value Rates), a non-commissionable program, that is billed as an override to Hotels at 10% of total gross revenue for consumed bookings against applicable rate codes; and (iv) TripActions, a non-commissionable program, that is billed as an override to Hotels at 10% of total gross revenue for consumed bookings against applicable rate codes.

Digital Promotions Program (DPP): You must pay a commission fee of up to 10% of qualified stays for reservations delivered through certain online providers and other digital marketing efforts through search engines, referral sites and other online outlets. If a consumer clicks on a media listing or ad, they are referred to radissonhotelsamericas.com to make a direct booking, and if this results in a qualified stay, the fee is charged on the qualified stay. The fee is also charged when a unique telephone reservation or tracking number is used in digital or social sites and a booking is made through that unique telephone phone or tracking number.

Leisure Affinity Promotional Program: You must pay a per preferred room night fee of $2.50 (or up to the equivalent of a 10% commission) for all consumed stays booked through our Leisure Affinity Promotional Program, which is offered to affinity organizations such as AARP and other leisure-based member-based organizations with which we have negotiated preferred status. The fee may vary based on the Affinity partner.

Centralized Commission Processing Program: All agency commissions pay-for-performance fees, DPP, and other Affiliate and Affinity based programs will be centrally processed and paid by us and subsequently invoiced to your Hotel. You must pay a transaction fee of $0.13 per pay-for-performance transaction, and $0.24 for commissionable transactions. Additional customization of the program may result in additional charges.

The fees, programs and participating agencies of these Travel Agency, Affiliate Third Party Supplier, PFP programs and Affinity based programs are subject to change.

(13) If your License Agreement is terminated because of your default, including if you terminate other than in accordance with the License Agreement, you must pay us liquidated damages, calculated as follows: a) if the Hotel has been operating as a System Hotel under the License Agreement for 36 months or more before the termination, the average monthly Total Rooms Revenue over the 12 months before the termination, multiplied by 7.5% and multiplied by the lesser of (i) 36 or (ii) the number of full months remaining in the term of the License Agreement; or b) if the Hotel opens as a System Hotel but has not been operating as a System Hotel under the License Agreement for 36 months before the date of termination, the average monthly Total Rooms

Revenue over the 12 months before the termination (or if the Hotel has not been operating as a System Hotel under the License Agreement for 12 months before the termination, the monthly average over the period the Hotel has been operating under the License Agreement) multiplied by 7.5% and multiplied by 36; or c) if the Hotel fails to open as a System Hotel, $1,750 multiplied by the number of guestrooms required in Section 2.1 of your License Agreement. If the termination occurs after the Hotel opens as a System Hotel, the liquidated damages amount calculated as discussed above will not be less than an amount equal to $3,000 multiplied by the number of guestrooms required under Section 2.1 of the License Agreement.

If the License Agreement is terminated because the Hotel is totally destroyed, substantially damaged or a substantial portion of the Hotel is taken by condemnation, so the Hotel is inoperable, you must pay us liquidated damages using the applicable formula above but using the date of damage, destruction or condemnation as the termination date for purposes of calculating the damages. You must also pay taxes on such payment.

(14) You must reimburse us for any gross receipts, sales, use or other tax or assessment (other than income taxes) imposed on any fees or other amounts payable by you to us by federal, state and local tax authorities.

(15) Payable if you request a Product Improvement Plan (PIP), or we require a PIP if you intend to sell your Hotel to a third party.

(16) We may, under certain circumstances, extend your contractual construction commencement date, renovation commencement date or opening date, but we are not required to grant an extension. If we agree to an extension, we may require you to pay us a non-refundable extension fee of up to $2,000 per month on a month to month basis. Whether we grant any extension may vary depending on the circumstances surrounding the delay, the Hotel's market position, size of the property, number of hotels that a franchisee operates in the System, or on other criteria as we may adopt. We have no policy and there is no pattern as to when we will agree to an extension. (See Item 5).

(17) If we are successful in any legal action we bring against you or in defending any legal action you bring against us.

(18) This fee is only payable if we determine that testing is necessary in order to see if a proposed product meets our specifications.

(19) Payable only upon a transfer by you.

(20) If at any time the number of guestrooms is greater than the number in your License Agreement, you must pay us $450 for each rentable guestroom in excess of that number before you open the additional guestrooms to the public.

(21) The Revenue Optimization Program includes IDeaS G3, our fully integrated revenue management system, the support of the Revenue Optimization Specialists for your Hotel, OTA Insight & Parity Insight and other tools. These fees are subject to change. If the Hotel has not previously used IDeaS G3, you must also pay us a nonrefundable $1,800 set-up fee and a $2,500 limited data build fee. If the Hotel also uses G3 RMS powered by Demand 360, you must also pay a one-time fee of $1,195 for the Demand 360 feature.

(22) This fee includes the portal for reporting PCI compliance, external vulnerability scanning capabilities, remediation tracking and guidance, and annual Information Security Awareness Training for employees.

(23) You must pay an annual maintenance fee of $360 and pay a fee, currently ranging from $2.00 to $2.50 depending upon the number of calls transferred during the billing month, for each call transferred. Calls transferred to our 800 telephone number that do not go through RCP are charged at the rate of $2.50 per call. All fees are subject to change. If you elect to participate in the ResAdvantage Program, you will not be charged fees associated with the Redirected Call Program.

(24) If we suspend the Reservation System services because of your default and you cure the default you must pay us a $1,500 fee or the then-current reinstatement fee before we reinstate the Reservation System services.

(25) This annual fee is for a minimum of 3 licenses. Additional licenses are available for $110 per year per license.

(26) CVent Private Label technology is used by radissonhotelsamericas.com to make it easier to deliver group leads to hotels in the System. We and System hotels share in the cost of providing this technology to the hotels. Each hotel pays an annual subscription fee for CVent Private Label technology of $149, which we collect and then pay to the vendor.

(27) You will be automatically enrolled in our Basic Annual Service Plan for WebExtra℠, which provides for on-going updates and an annual review of your WebExtra℠ content. If you elect to have your content translated to other languages, additional fees will apply.

(28) Medallia Zingle is a real-time guest text messaging platform for guest engagement and service needs. You will pay a monthly subscription fee of $80 for the Medallia Zingle platform, which we collect and then pay to the vendor.

(29) If you enroll and are accepted into the FedRooms program to provide Federal Travel Regulation compliant hotel rooms for federal government travelers while on official business, you will pay a participation fee equal to 1.75% on FedRooms XVU and XVC bookings. You will also pay a participation fee equal to 1.75% on XVU bookings, if you enroll and are accepted into the DoD Preferred program to provide Federal Regulation compliant hotel rooms to Department of Defense travelers while on official business. All bookings are subject to the $0.13 pay-for-performance transaction fee as part of our Centralized Commission Processing Program.

(30) Unless you opt out by the required date each year, you will be automatically enrolled as a member of the American Hotel & Lodging Association, and you will pay yearly membership dues in an amount equal to $4.50 per guestroom in your Hotel.

(31) You also will have the option to participate in the Revenue Optimization Consulting Services (ROCS) program, an in-depth revenue management program, for an additional fee. The fee for participating in the ROCS program will vary depending on a number of factors, including, for example, the size of the property, customer complexity, and the market dynamics of each property. Currently, the ROCS fee ranges from approximately $550 - $2,500 per month. This fee is subject to change.

(32) ResAdvantage is an optional cloud-based interactive voice response technology connection that redirects all reservation calls to our contact centers. Individuals at our contact centers will handle booking room nights at the Hotel, including new reservations and any modifications and/or cancellation calls that are redirected. The cost for the program is the lesser of 2.5% of monthly Gross Booked Revenue or $6.00 per monthly Gross Room Reservation. “Gross Booked Revenue” is revenue booked through ResAdvantage (booked with redirected call program source code) regardless of cancelations, adjustments, or modifications. A “Gross Booked Reservation” is a reservation made through ResAdvantage and sourced as the redirected call program regardless of cancelations, adjusts, or modifications. You must also pay any set up or ongoing costs charged

by a local telecom or PBX provider and all other applicable reservation fees, including fees for reservations delivered through third party reservation systems.

(END OF ITEM)

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial License Fee[1]	The greater of $50,000 or $450 per guestroom	Two Installments	$3,500 deposit due with application; balance due when License Agreement is signed.	Country
Product Improvement Plan[1]	$0 to $3,000	As billed	Payable upon receipt of invoice or upon Application for new License Agreement	Country
Construction Commencement Date, Renovation Commencement Date or Opening Date Extension Fee[1]	$0 to $2,000 per month	As billed	As incurred	Country
Real Estate [2]	Not included	N/A	N/A	N/A
Improvements[3]	$1,155,000 to $10,085,000	As billed	As incurred	Suppliers
Design & Engineering Costs[4]	$525,000 to $655,000	As billed	As incurred	Suppliers, Engineers, Architects, and Other Professionals
Furniture, Fixtures & Equipment[5]	$165,000 to $1,450,000	As billed	As incurred	Suppliers
Architectural Plan Review Fee[5]	$0 to $3,000	As billed	As incurred	Country
Technical Services Fees[6]	$0 to $1,500 per guest-room in the Hotel	As billed	At the time of signing the License Agreement	Country
Exterior Signage[7]	$25,000 to $100,000	As billed	As incurred	Suppliers
Miscellaneous Opening Costs[8]	$55,000 to $80,000	As billed	As incurred	Employees, Suppliers and Government Agencies
Opening Inventory[9]	$115,000 to $500,000	As billed	As incurred	Employees, Suppliers, Utilities.
ORACLE Opera PMS Initial Investment[10]	$22,000	As billed	As incurred	Us and Suppliers
Training Registration Fees and Expenses[11]	$3,000 to $6,000	As billed	As incurred	Country, Airlines, Hotels, Restaurants, and Car Rental Agencies
WebExtra℠ Fee[12]	$2,394 - $3,644	Lump sum	Before Opening	Country or its Affiliate and Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Start-Up Supplies[13]	$8,000-$10,000	Lump sum	Paid in advance; at commencement of construction	Country
IDeaS Fees[14]	$4,300 - $5,495	As billed	As incurred	Country
Salesforce Community Fees[15]	$330	As billed	As incurred	Country
Additional Funds 3 Months[16]	$110,000 to $225,000	N/A	As incurred	Employees and Suppliers
TOTAL	**$2,241,774 to $13,396,719 (does not include real estate costs)**			
Total Cost Per Room (based on 115 rooms)	**$19,494 to $116,493 (does not include real estate costs; figures are rounded)**			

Note: These estimates are for a Radisson Inn & Suites Hotel with 115 total guestrooms, and with 25% of them being suites. These ranges are estimates only and do not include real estate. Costs are based on our and our affiliates experience in the hotel industry, vendor pricing and a sample of independent third-party estimates normalized at a 100-point construction cost index. Variables like location, cost of materials, labor, and site conditions will determine exactly what your initial investment will be.

Except as disclosed in Item 5, none of the above payments are refundable to you. Except as disclosed in Item 10, we do not, nor do any of our affiliates, provide direct or indirect financing to franchisees for any of these items.

1 If you apply to convert an existing hotel or to build a System Hotel, in addition to the Application Fee and Initial License Fee, you must pay a $3,000 Product Improvement Plan Fee.

We may, under certain circumstances, extend your contractual construction commencement date, renovation commencement date or opening date, but we are not required to grant any extension. If we agree to an extension, we may require you to pay us a non-refundable extension fee of up to $2,000 per month on a month to month basis. The low estimate assumes no extension and the high estimate assumes a 12-month extension. Whether we grant an extension may vary depending on the circumstances surrounding the delay, the Hotel's market position, size of the property, number of Hotels that a franchisee operates in the System, or on other criteria as we may adopt.

2 If you are not converting an existing hotel, you must purchase the land and construct the building for the Hotel. Hotels require approximately two acres. The cost of purchasing unimproved land and making site improvements will vary depending on location, soil conditions, municipal requirements, availability of utilities and other factors and cannot be estimated by us.

3 The high range assumes you are building a new Hotel and includes only building construction costs (including the costs of providing utilities, exterior lighting, parking and landscaping). The low range assumes you are converting an existing hotel and that (i) you have no acquisition costs; (ii) the Hotel is in good condition, with no structural work, repaving, roof repair or mechanical work on plumbing, heating, ventilation or air conditioning systems required; and (iii) the Hotel includes the necessary facilities such as meeting rooms, restaurant, health club, etc. If any of the assumptions are incorrect, the cost for improvements for a conversion property can be much greater than disclosed in the chart. We encourage you to review this with your professional advisors and look to hotel-related organizations that report on these matters for assistance.

[4] Development costs may be incurred for engineering, geotechnical investigation, architectural, design, real estate, legal, and other professional services necessary for securing approvals from government agencies and obtaining financing.

[5] You must purchase all furniture, fixtures, equipment and interior finishes from the suppliers designated by the prototype package. We estimate the average per guestroom cost for the furniture, fixtures and equipment to be between approximately $1,435 and $12,610 per guest room. Variables such as location, cost of materials and labor, goods and services provided and site conditions can affect the cost of the furniture, fixtures and equipment. Shipping costs are not included in these estimates.

[6] If we determine that additional consultation related to the design and construction or renovation of your Hotel is necessary, we may charge a fee of up to $1,500 per guestroom in the Hotel for additional consultation and design services. You must pay us this non-refundable fee at the time you sign the License Agreement, and you must also sign the Technical Services Addendum to License Agreement (see Exhibit L). You must also pay expenses of our representatives who visit the site and reimburse us, our affiliate or a third party for purchases of certain goods and services (see Item 5).

[7] Depending on the location, size and configuration of your Hotel, you must pay signage costs ranging from $25,000 to $100,000. This amount includes a professional site survey, the signage and the installation. You must purchase your signage from a designated vendor (see Item 8).

[8] Miscellaneous opening costs include initial startup expenses such as security deposits, utility costs, and incorporation fees, payroll and related costs, initial supplies, possible transportation and/or utility impact fees, initial opening, advertising and other promotional expenses and materials, and any unforeseen incidental expenses related to facilities deficiencies or equipment repairs. Your costs will depend on whether you are building a new Hotel or converting an existing property, as well as other factors like how much you follow our methods and procedures, your management skill, experience, general economic conditions, the local market for our product, the prevailing wage rate, competition, hotel size, the occupancy level reached during the initial period, and other factors.

[9] Opening inventory reflects the costs of inventory items such as stationery, promotional materials, amenity items, miscellaneous room supplies, cleaning supplies, and paper goods.

[10] You will pay the following estimated implementation fees and hardware costs for the ORACLE Opera PMS:

DESCRIPTION	FEE	PAID TO
ORACLE Opera PMS Cloud Implementation Fees	$8,600	Vendor
Technology & Interface Connect Fee	$2,500	Us
PMS Payment Gateway Fee	$400	Vendor
Anti-Virus Fee	$500	Vendor
Equipment	$10,000	Vendor

The actual cost will vary based on number of rooms, additional workstations and type of printers, optional components purchased and other miscellaneous items

The estimates do not include costs for cabling, accommodations for installers and annual upgrades, all of which are your responsibility. See Item 6 for a summary of the monthly fees. Upon expiration or termination of your License Agreement, you would be disconnected and would no longer have access to the ORACLE Opera PMS.

These estimates do not include all technology systems required to operate a typical Hotel. Examples of systems not included are telephone, accounting, payroll, point-of-sale devices, inventory management, call accounting and voice mail and internet (which are included in the Furniture, Fixtures & Equipment Category, Operating, Supplies & Equipment Category and the Miscellaneous Additional Funds Category). It will be necessary for you to purchase compatible systems from suppliers of your choosing. We may offer a list of approved suppliers, but these are recommendations only.

We are currently evaluating new PMS systems and expect to announce updated requirements in 2022.

[11] This includes the Radisson Hotel Group Leadership Certification registration fee for one trainee. It also includes the cost of Radisson Academy Online. You are responsible for all travel and living expenses that you or your training attendees incur while attending the training programs and, if the training is at your Hotel, for reimbursing us for the costs and travel expenses that our representatives incur with the training.

[12] You must participate in the WebExtra℠ program, which requires the completion of an individual website for your Hotel in English. You must pay a nonrefundable one-time initial development charge of $2,244, plus purchase between 25 and 100 credits ($150-$600). Additional credits and optional services may be purchased from the supplier. You will automatically be enrolled in our Basic Annual Service Plan ("ASP") at an annual cost of $1,258. The ASP fee is paid directly to our affiliate. The ASP provides for ongoing updates and an annual review of your WebExtra℠ content. Translations costs are not included in the annual renewal and vary based on the number of languages and amount of content on your site. If you choose to translate your site to additional languages, an annual budget of $800 per language is recommended to cover translation costs.

[13] This estimate includes certain brand manuals, guest loyalty program materials, custom photography, and various sales and marketing program materials and tools.

[14] The Revenue Optimization Program includes IDeaS G3, our fully integrated revenue management system, the support of the Revenue Optimization Specialists for your Hotel, OTA Insight & Parity Insight and other tools. If the Hotel has not previously used IDeaS G3, you must pay us a nonrefundable $1,800 set-up fee and a $2,500 limited data build fee. If the Hotel also uses G3 RMS powered by Demand 360, you must also pay a one-time fee of $1,195 for the Demand 360 feature.

[15] You must pay us an annual fee for a minimum of 3 licenses for the Salesforce Community platform. Additional licenses may be purchased for $110 per license.

[16] These estimates are for your initial startup expenses including working capital, payroll and related costs, opening inventories, advertising, utilities and insurance for 3 months after opening. Insurance costs may vary greatly depending on market conditions and risk factors involved. Other costs and fees are described in Item 6. We do not guarantee that you will not have additional expenses starting the business.

You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

(END OF ITEM)

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Most of the good and services you must purchase to establish and operate your Hotel must meet our standards and specifications. These goods and services include signage, furniture, furnishings, fixtures, finishes, operating supplies and equipment, computer hardware and software, food and beverage products served at the Hotel, your sales and marketing materials, your insurance, Hotel plans and specifications, and your construction materials.

We formulate our standards and specifications with the help of our affiliates and outside suppliers and consultants. We do not maintain written standards and specifications for each item. Where written standards or specifications exist, we make them available to you through the Manuals, other communications in the ordinary course of business or on request. We will also make our written standards and specifications available to an approved supplier upon request. If we modify any written standards or specifications, we will notify you of the modification. If you would like to purchase an item for which we do not have standards or specifications, we may require you to submit a sample and other information about the item for examination or testing.

We may designate a single source of supply for certain items. We, an affiliate or an unaffiliated third party may be that single source of supply, depending upon the item. Currently, you must purchase only from us the Start-up Supplies (and replacements for those supplies), the Salesforce Community platform licenses and reservation services provided through the Reservation System. If we require you to sign a Technical Services Addendum, you must purchase the additional consultation and design services covered by the Addendum only from us. You must license only from our affiliate certain software and other items ancillary to the ORACLE Opera PMS and system. We and our affiliates will charge you the then current price in effect for products or other services we sell to you. PMS software, support, hosting and training, credit card interface, data network connection, high speed internet access, the online application for locating and purchasing furniture, fixtures and equipment, and a software and service contract for processing travel agent commission payments, interior signs, guest surveys, collateral, certain items of operating supplies and equipment (OS&E), certain linen and terry items, iconic and logo'd items, website, newspaper, name badges, uniforms, employee surveys, exercise room equipment and furnishings, online and self-study education programs, furniture, fixtures and interior finishes, certain equipment, dining ware and supplies related to the breakfast program, certain food and beverage items, call center services and AAA inspection and rating, may only be purchased from single suppliers we have approved for these items.

If we have not designated a single source of supply for an item, you can purchase the item from any supplier you choose, as long as the supplier is an approved supplier. If you wish to have a supplier designated an "approved" supplier, you must submit information about the supplier and its relevant products or services to us for review. Whether we designate a supplier as an approved supplier is based on a variety of factors, including our experience with them, and what we know about their experience, reputation and financial condition. We do not maintain written criteria for approving suppliers. There is no charge to you for this process unless we engage the services of a testing service. If so, we will advise you of the cost. If you want to proceed, you must pay that cost before we review the supplier. We will notify you of our decision to approve a supplier within 90 days after we receive all information we require regarding the supplier. We will provide you the names of approved suppliers on request or in the ordinary course of business. We may revoke approval if quality or performance does not meet our standards or if the supplier no longer otherwise meets our standards. If we revoke approval, we will notify you of this revocation.

We also have the right to approve various third-party service providers you work with including the design and construction professionals you use and your Hotel management company. This is not for the purpose of controlling your operations but to determine their qualifications to perform their responsibilities in compliance with System standards. We do not maintain written criteria for giving our approval in these areas. We base our decision on a variety of factors, including our experience with them, and what we know about their experience, reputation and financial condition. If we revoke approval of any of these parties we will notify you of this revocation.

We and our affiliates may receive payments from vendors based on the purchases of Radisson Inn & Suites franchisees. These payments may be based upon a variety of formulae, including a percentage of sales or room revenue, fixed amounts and volume discounts. There are no caps or limitations on the maximum amounts we may receive from vendors as a result of franchisee purchases. Vendors may also provide us and our affiliates with credits on purchases we and our affiliates make from them based on the volume of purchases our franchisees make from them. As of the date of this Disclosure Document, neither we nor our affiliates received any payments or other consideration from suppliers for purchases by Radisson Inn & Suites franchisees, and neither we nor our affiliates received any payments from Radisson Inn & Suites franchisees for the purchase or lease of goods or services.

Since most of the items you will purchase to begin operating your Hotel must meet our specifications, you can expect that the items you purchase that must meet our specifications will represent approximately 75-90% of the total purchases you will make to begin operating. Once you begin operating your Hotel, we expect these items to represent approximately 15-25% of your total annual purchases.

There currently are no purchasing or distribution cooperatives. We and our affiliates may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the franchise system. We do not provide material benefits to you (for example, granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

None of our officers owns an interest in any approved supplier of the type required to be disclosed in this Disclosure Document.

(END OF ITEM)

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in License Agreement/TSA	Disclosure Document Item
a.	Site selection and acquisition/lease	License Agreement – Section 5.1 TSA – Not applicable	Items: 7, 11, 12 None
b.	Pre-opening purchases/leases	License Agreement – Sections 5.4, 8.6, 10.1, 11.1, 12.2, 22.1-22.3 TSA – Not applicable	Items: 5, 6, 7, 8 None
c.	Site development and other pre-opening requirements	License Agreement – Sections 5.2-5.4, 11.1, 22.1-22.3 TSA – Section 3	Items: 5, 6, 7, 8, 11 None
d.	Initial and ongoing training	License Agreement – Sections 11.1-11.3 TSA – Not applicable	Items: 5, 6, 11 None
e.	Opening	License Agreement – Sections 2.1, 5.6 and Key Contract Data page TSA – Section 3	Items: 5, 11 None
f.	Fees	License Agreement – Sections 6.1-6.4, 6.8, 6.10, 9.2, 11.2, 13.2, 18.3, 21.3 and Key Contract Data page TSA – Section 4	Items: 5, 6, 7, 11 Items: 5, 7

	Obligation	Section in License Agreement/TSA	Disclosure Document Item
g.	Compliance with standards and policies/Operations Manual	License Agreement – Sections 2.1, 4.3, 5.2, 5.4, 6.11, 7.2, 7.4, 8.1, 8.3, 9.4, 10.2, 12.1, 15.1, 20.1, 22.1-22.3 TSA – Section 3	Items: 6, 7, 8, 11, 13, 14, 15 16 None
h.	Trademarks and proprietary information	License Agreement – Sections 2.3, 4.3, 8.3, 9.8, 14.1-14.6, 20.1, 24.1 TSA – Not applicable	Items: 13, 14 None
i.	Restrictions on products/services offered	License Agreement – Sections 8.1, 9.5, 12.1 TSA – Not applicable	Items: 6, 7, 8, 11, 16 None
j.	Warranty and customer services requirements	License Agreement – Sections 9.10, 13.2 TSA – Not applicable	Items: 6, 11, 15 None
k.	Territorial development and sales quotas	License Agreement – Not applicable TSA – Not applicable	Items: 11, 12 None
l.	Ongoing product/service Purchases	License Agreement – Sections 5.3, 5.4, 8.4, 9.2, 10.4, 12.1, 12.2, 15.1, 15.2 TSA – Not applicable	Items: 6, 7, 8, 11 None
m.	Maintenance, appearance and remodeling requirements	License Agreement – Sections 5.2, 5.4, 10.1, 15.1, 15.2, 21.3(g), 25.2, 25.5 TSA – Not applicable	Items: 7, 8, 11 None
n.	Insurance	License Agreement – Sections 22.1-22.7 TSA – Not applicable	Items: 6, 7, 8 None

	Obligation	Section in License Agreement/TSA	Disclosure Document Item
o.	Advertising	License Agreement – Sections 2.3, 9.3-9.9 TSA – Not applicable	Items: 6, 7, 11, 13 None
p.	Indemnification	License Agreement – Section 23.1 TSA – Not applicable	Item 6 None
q.	Owner's participation/ management/staffing	License Agreement – Sections 11.1, 11.2, 15.5, 15.7, 15.8, 26.16 TSA – Not applicable	Items: 11, 15 None
r.	Records/reports	License Agreement – Sections 7.1-7.6, 20.1(a) TSA – Not applicable	Not applicable None
s.	Inspections/audits	License Agreement – Sections 5.5-5.7, 7.6, 13.1, 13.2, 20.2 TSA – Not applicable	Items: 6, 11 None
t.	Transfer	License Agreement – Sections 21.2-21.5 TSA – Not applicable	Items: 6, 17 None
u.	Renewal	License Agreement – Not applicable TSA – Not applicable	Item 17 None
v.	Post-termination obligations	License Agreement – Sections 14.3, 18.4, 20.1, 23.3, 26.17 and Key Contract Data page TSA – Not applicable	Item 17 None
w.	Non-competition covenants	License Agreement – Not applicable TSA – Not applicable	Item 17 None

	Obligation	Section in License Agreement/TSA	Disclosure Document Item
x.	Dispute resolution	License Agreement – Sections 24.1, 26.4 TSA – Not applicable	Item 17 None
y.	Other: Guaranty (1)	License Agreement – Section 21.3(e) TSA – Not applicable	Not applicable None

(1) If you are an individual, you will be personally responsible for your obligations under the License Agreement and the TSA. If you are a corporation or other legal entity, we may require personal guarantees of your obligations under the License Agreement and TSA by your principal owners, officers or other persons we designate. If the Hotel is owned by a different entity than the franchisee, the owner of the Hotel must sign a guaranty of the License Agreement, including the TSA. (See form Personal Guaranty of License Agreement and Corporate Guaranty of License Agreement attached to this Disclosure Document as Exhibit J and Exhibit K).

(END OF ITEM)

ITEM 10
FINANCING

Franchisor and Affiliate Financing

In a few select markets, we or an affiliate, as disclosed below, may offer financing to franchisees who meet our requirements, including creditworthiness.

Key Money Loan Program

We may offer this financing to franchisees who are signing a new License Agreement for a Hotel. The principal amount of the financing will depend upon the franchisee's creditworthiness and various other factors, but will generally be an amount ranging from $2,000 to $6,000 per rentable guestroom in the Hotel. The borrower will sign a promissory note evidencing the loan. The form of promissory note is attached at Exhibit O (the "Note"). Generally, we will fund the loan within 30 days after the Hotel opens and we receive the signed Note from the borrower. In limited circumstances, you may be eligible for additional loan amounts based on your Hotel's performance. We will not charge you interest unless you default under the Note (Promissory Note – Section 3(a)). The loan amount will be payable in equal yearly installments over the term of the License Agreement. However, each yearly payment will be deemed paid so long as no default has occurred under the Note (Promissory Note – Section 4). Defaults under the Note include the termination of the License Agreement, a default by borrower under the License Agreement, a transfer as defined in the License Agreement and a breach of any provision of the Note or any document executed in connection with the Note (Promissory Note – Section 5). Following a default under the Note, we may declare the entire outstanding amount under the Note plus all accrued interest immediately due and payable (Promissory Note – Section 8). The borrower must also pay all of our costs and attorneys' fees incurred in collecting the Note (Promissory Note – Section 8). Default under the Note will constitute a default under the License Agreement (Promissory Note – Section 13(e)).

Based upon your creditworthiness, we may not require that you provide us security for repayment of the loan. The terms of the guaranty signed in connection with the License Agreement will also extend to the repayment obligations under the Note. The loan can be prepaid at any time and there are no prepayment penalties. The borrower waives various rights under the Note including presentment, demand, notice of dishonor, offset, protests and all other notices and demands, as well as any defense of waiver, release, statute of limitations, res judicata, statute of frauds, anti-deficiency statutes, ultra vires acts or usury (Promissory Note – Section 8).

Except as discussed above, we do not offer direct or indirect financing. We do not guarantee your note, lease or other obligations. We have no practice or intent to sell, assign, or discount to a third party all or part of any of the financing arrangements disclosed above.

(END OF ITEM)

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

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

A. Pre-Opening Assistance. Before you open your Hotel, we will:

1. Consult with you on design, development and pre-opening and purchasing activities with respect to the implementation of the System (License Agreement, Section 16.1).

2. We must approve your final plans before you begin construction of your Hotel (License Agreement, Sections 5.2-5.6). In some cases as we determine, we may provide more extensive consultation and design services at additional cost (Technical Services Addendum to License Agreement).

3. Provide the training programs described below (License Agreement, Article 11) (See Items 5 and 6). We do not hire your employees for you nor do we train them, except as disclosed below.

4. Make available to you one hard or electronic copy of each of the: (i) Radisson Inn & Suites Brand Standards Manual - The Americas, which covers our operating policies; and (ii) the Visual Identity Standards Marketing Manual, which covers marketing and advertising policies and standards, promotional programs and other matters (collectively, the "Manuals"). (License Agreement, Section 14.1.) The Table of Contents to the Brand Standards Manual is attached to this Disclosure Document as Exhibit C.

5. Provide programs for the purchase of OS&E, FF&E and other goods and services directly or through our affiliates (License Agreement, Section 16.3). In most cases neither we nor our affiliates provide these items directly, but we will provide you with the names of approved suppliers. We provide written specifications for many items, but we do not deliver or install them.

B. Ongoing Assistance. During the operation of your Hotel, we will:

1. Consult with you regarding Hotel operations and implementation of the System (License Agreement, Section 16.2).

2. Provide programs for the purchase of OS&E, FF&E and other goods and services directly or through our affiliates (License Agreement, Section 16.3).

3. Provide you continued access to the Radisson Inn & Suites Reservation System (License Agreement, Article 8), subject to our right to suspend reservation services if you are in default (License Agreement, Section 18.3 and 20.2).

4. Periodically make available, in hard copy or electronic access as we may designate, modifications to the Manuals (License Agreement, Section 14.2).

5. Provide the training programs described below (License Agreement, Article 11).

6. At your request, provide assistance to you regarding Hotel operations, but on a cost expense reimbursement basis mutually agreed to at the time of the request. (License Agreement, Section 16.3).

7. Provide the marketing programs described below (License Agreement, Article 9).

Marketing

We have no obligation to perform any advertising on your behalf and we do not maintain an advertising fund. However, you must pay 2.5% of Total Rooms Revenue as a Service Fee. We can use the Service Fees for costs, expenses, fees, charges, reimbursements and other expenditures for the System and other brands and businesses that are owned, licensed, managed or otherwise operated by or for us or our affiliates(collectively, the "Radisson Brands"), including (i) advertising, marketing, promotions, sales and public relations; (ii) researching, developing, producing, implementing and administering standards, programs and initiatives; (iii) developing and maintaining directories, databases, interfaces, connections, applications, information services and technology and web sites; (iv) developing and conducting training programs; (v) providing reservation, booking, search, call handling, customer satisfaction, guest assistance, commission, intermediary and other services; (vi) administering and maintaining guest reward or loyalty programs, such as Radisson Rewards Americas, and any successor or substitute program; (vii) administrative costs, third party charges and overhead related to these programs; and (viii) defraying expenses of the brand business conference. We decide what specific activities to spend Service Fees on, and amounts to be paid for them to ourselves, our affiliates and third parties, including joint efforts and programs with others. We coordinate and control all programs and other matters on which we spend Service Fees. We can use national, international and regional providers to assist us with programs or other matters on which we spend Service Fees and we can use our own internal resources when working on these matters and reimburse ourselves for the use of those resources. We will control all of these programs, activities and other matters.

You may pay other amounts for specific services, programs or activities, as noted in Item 6. We also may receive payments from suppliers who participate jointly in some of our System activities. Businesses that we or our affiliates own or manage may contribute Service Fees at a rate different than 2.5% or not at all. Also, other franchisees and other businesses operating hotels under the System or otherwise may pay monthly Service Fees at a different rate.

We administer the Service Fees, which may be aggregated with the Service Fees paid by some or all of the Radisson Brands. We may spend, on behalf of the programs discussed above, in any fiscal year, an amount greater or less than the aggregate contributions made in that year. We will prepare an annual unaudited statement of Service Fees collected and costs incurred against those contributions and furnish it to existing franchisees on reasonable written request. Any unaudited statement of Service Fees is not required to distinguish the exact sources or uses of fees or costs. Service Fee monies that are not spent in a particular fiscal year are carried forward.

You must market your Hotel locally and regionally on a basis comparable to other System Hotels generally. Unless we otherwise agree, all marketing that you do must include the Radisson Inn & Suites logo, all Reservation System toll free numbers, the System website identification and the applicable chain codes. You may use only those marketing materials that we have approved.

We also may form advertising groups, including co-operatives, on a local or regional basis. The contributions to the groups will vary depending on the marketing activities and will be in addition to the Service Fee. We will administer the groups. The groups will not operate from written governing documents and will not prepare financial statements. We can form, change or dissolve these groups at any time.

We may periodically assemble franchise advisory councils consisting of five to twenty franchisees, who meet with corporate representatives to advise on issues relating to the System (including advertising issues). We select the franchisees that participate on this council. The council acts in an advisory capacity only and we maintain all decision-making power of the System. We may create, change or dissolve this council at any time.

We do not undertake any obligation to ensure that expenditures through the marketing programs in or affecting any geographic area are proportionate or equivalent to contributions to the marketing programs by Hotels operating in the geographic area or that your Hotel will benefit directly or in proportion to your contributions to the marketing programs. We do not hold the Service Fees in trust for you, nor do we assume any fiduciary obligation to you for these assets.

Computer System

ORACLE OPERA PMS

Your Hotel must use the ORACLE Opera PMS to help you operate and manage your Hotel business. You will use the ORACLE Opera PMS to generate and store various types of data, including customer and employee information, information related to loyalty programs, and reservation and rate information and use its functionality for day- to- day management of the Hotel. Currently, the initial cost of the ORACLE Opera PMS is approximately $22,000 for an average 115-room property with the minimum required components. The subscription fee for the ORACLE Opera PMS is approximately $8 to $9 per guestroom per month, depending upon the number of interfaces required. The annual cost to you of maintenance, updating, and support contracts for the ORACLE Opera PMS is currently included in the subscription fee. Additional fees may apply for different or additional interfaces.

Neither we, nor any of our affiliates nor any third party are required to maintain, repair, upgrade or update the ORACLE Opera PMS. If during the time you are using the ORACLE Opera PMS we or ORACLE require an upgrade or update, you must upgrade or update the system and maintain and repair it. There are no limitations on the frequency of the updates or upgrades, or their cost. (License Agreement, Section 8.6).

ACCESS TO DATA

We have independent access to the information and data that is stored in the ORACLE Opera PMS via interfacing software. Examples of the data that we may extract are: guest folio details, guests checked out today, reservations made today, reservations changed today, no-shows today, other guest information, statistical snap-shot of Hotel statistical and financial performance, market segmentation statistics and source of business segmentation statistics. There are no contractual limitations on the data that we may extract. (License Agreement Section 8.6.).

Other Technology

We will provide you with CVent Private Label technology, which is used by radissonhotelsamericas.com to make it easier to deliver group leads to hotels. Your Hotel will pay an annual subscription fee for CVent Private Label technology of $149, which we collect and then pay to the vendor. (License Agreement, Section 8.6.)

You must participate in the WebExtra℠ program, which requires the completion of an individual website for your Hotel in English. You must pay a nonrefundable one-time initial development charge of $2,244, plus purchase between 25 and 100 credits ($150-$600), from the supplier. Additional credits and optional services may be purchased from the supplier. You will automatically be enrolled in our Basic Annual Service Plan (“ASP”) at an annual cost of $1,258. The ASP fee is paid directly to our affiliate. (License Agreement Section 8.6.)

Site Selection

You must select your Hotel site, subject to our consent, and obtain a fee or leasehold title for the site and Hotel before you sign the License Agreement. We may, for a fee, consult with you regarding site selection, but you are ultimately responsible for locating and obtaining an acceptable site. In evaluating a proposed site, we review how the site will impact the Radisson Inn & Suites System. We consider such factors like competition and market analysis, proximity to institutions and other potential sources of customers, building suitability, traffic and transportation, the nature and extent of adjacent businesses, the comparative advantages of a particular market and other factors selected by us. Our consent to a site does not constitute a guarantee, recommendation, assurance or endorsement as to the success of the site or your Hotel. It simply means that the proposed site satisfies the site selection criteria in the Manuals or we otherwise give you in writing.

Timing for the Opening of the Hotel

You must have your Hotel under construction (meaning building slab completed and framing begun) by the Construction Commencement Date described in your License Agreement, which is generally within 12 months after you sign the License Agreement and your Hotel must be open for business by the Opening Date stated in your License Agreement, which is generally within 24 months after you sign the License Agreement. In the cases of a transfer or conversion, you must begin any renovation of the Hotel by the Renovation Commencement Date stated in your License Agreement and open by the stated Opening Date. The primary factor affecting the time period for the opening of the Hotel is whether the Hotel is new construction or converted from an existing facility. Other factors may include the time of year, availability of financing, and construction delays. Where little or no renovation is required, a Hotel may be able to convert in 180 days or less.

Training Programs

We provide the following training and orientation programs on a periodic basis. This training is provided to protect our brand and the Marks and not to control the day-to-day operation of your Hotel. The subjects taught as of October 31, 2021 are described below.

TRAINING PROGRAM[A]

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location of Training**
New Hotel Orientation[1]	8-24	N/A	Your Hotel
Radisson Hotel Group Leadership Certification[2]	32	N/A	Minneapolis, MN
Yes I Can! Trainer Certification[3]	4-6	N/A	Regional Location, Your Hotel or Minneapolis, MN
Radisson Academy Online[4]	Unlimited access to materials	Self-paced	Online and self-study
CSA Guest Issues[5]	Varies	Online training	Online and self-study
Hotel Security Application (HSA)[6]	Varies	Self-paced	Self-study
CHW eXpress - Rate[7]	Varies	Self-paced	Self-study
Radisson Rewards Americas[8]	Varies	Online training	Online and self-study

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location of Training
ORACLE Opera Property Management System (PMS)[9]	Varies	Online training	Online and self-study
Lanyon Transient[10]	Varies	Online training	Online and self-study
SFH – SalesForce Community Training[11]	Varies	N/A	Online training
Medallia[12]	Varies	N/A	Online and self-study
Information Security & Data Privacy Awareness[13]	Varies	Online training	Online and self-study
Revenue Management System Training[14]	Varies	Online training	Online, self-study and webinar based coaching sessions
Leading Responsible Business Training[15]	1	Online training	Online
Living Responsible Business Training[16]	2	N/A	Your Hotel
Hotel Security Training for Protected Data[17]	Varies	Online training	Online and self-study

[A]Amrita Mukundan, through our learning and development department, has been overseeing the development and implementation of our training since January 2018. Other staff with experience in different facets of our business will assist with training. Instructional materials may include the following: (i) Operations Manuals, (ii) Brand Service Culture material, and (iii) online training, study guides, and training guides. The General Manager or his or her designee, as we may approve, must complete the training described below to our satisfaction and must provide this training within the time discussed below to the applicable Hotel employees for each specific training module.

Notes:

[1] The General Manager must attend the New Hotel Orientation, which is conducted at your Hotel before the Hotel opens. The training includes our history, support, standards of operations, sales, marketing and revenue management.

[2] Radisson Hotel Group Leadership Certification is offered at various times throughout the year and may include: brand and service culture, sales, marketing, revenue management and operations. Your General Manager must attend within 90 days of the Hotel's opening and the cost is $1,550. If your General Manager is replaced at any time after your Hotel opens, the new General Manager must attend the program within 90 days of hire. The cost is $1,550 per person and is subject to change and will be billed within 90 days of the new General Manager's hire. We may rebill you for the training cost if your General Manager attends the Radisson Hotel Group Leadership Certification after 90 days of the Hotel's opening or General Manager's hire. (See Items 5 and 6).

[3] Yes I Can! Training orients all Hotel employees to the service philosophy, service standards, and operational requirements of the brand. The cost of Yes I Can! Trainer Certification is $300 per person and is subject to change. A certified trainer must provide this training to all current and new employees.

[4] Your Hotel must participate in Radisson Academy Online at an annual cost of $360. Radisson Academy Online is our learning management system that delivers online courses, tracked documents, classroom training registration and webinar access.

[5] CSA Guest Issues is an online course offering instruction in managing guest issues and communication in the Customer Service Application. The General Manager must complete this training within 30 days of hire.

[6] Hotel Security Application (HSA) training is a self-study course offering instruction in managing security access for all Hotel employees into Radisson Hospitality's online business applications such as CONNECT, CHW eXpress, and Radisson Academy Online. Your General Manager must complete this training within 30 days of hire.

[7] The General Manager must be trained and proficient to perform the standard requirements of the CHW eXpress system at the Hotel. The General Manager must complete the CHW eXpress self-study training program within 30 days of opening the Hotel or within 30 days of hire. You must have at least one person who has completed this training on staff at the Hotel throughout the term of your License Agreement.

[8] The General Manager and Front Office Manager, within 30 days of hire, must complete Radisson Rewards Americas training, which consists of online modules that orient and teach basic processes for supporting the loyalty program at the front desk.

[9] The General Manager must complete the ORACLE Opera PMS online training program within 30 days of hire.

[10] Lanyon is used to manage Requests for Proposals and providing accurate and relevant information for Consortia bidding. The General Manager must complete this training within 30 days of hire.

[11] The General Manager must be trained to use the SalesForce Community platform within 30 days of hire.

[12] Medallia training provides an overview of the Medallia customer information system and how to track and respond to customer issues. The General Manager must complete this course within 30 days of hire.

[13] The General Manager must complete Information Security and Data Privacy Awareness Training within 30 days of hire. The Information Security and Data Privacy Awareness Training consists of online learning modules on PCI compliance. The General Manager must certify that training has been provided for Hotel employees.

[14] The General Manager must complete revenue management system training within 30 days of hire. This training consists of online self-study and webinar based coaching sessions with a specialist on how to operate the revenue management system.

[15] The General Manager (or other designated supervisory personnel) must complete the Leading Responsible Business online training within 90 days of hire.

[16]The General Manager (or other designated supervisory personnel) must train all Hotel staff with Living Responsible Business classroom training within 90 days of their hire.

[17] The General Manager (or other designated supervisory personnel) must complete the Hotel Security Training for Protected Data within 30 days of hire.

You are responsible for the wages, travel, lodging, food, and incidental expenses of trainees and you must pay the costs and travel expenses of our representatives conducting training at your Hotel. See Item 5. We may offer additional training, mandatory or optional, via seminar, webinar or other electronic means. We also may periodically train the Hotel's General Manager, department heads and other management personnel of your Hotel in specialized fields or new programs. There may be a cost associated with the training.

Manuals

We will provide you access to a copy of the Manuals. The Manuals contain proprietary information and you must keep this information confidential. Attached as Exhibit C are the Tables of Contents for the Manuals.

(END OF ITEM)

ITEM 12
TERRITORY

We grant you the right to operate a single Hotel at a designated location (the "Licensed Location"). You may not relocate the Hotel without first obtaining our consent. We will consent to relocation of the Hotel for the remainder of the license term only if the Hotel (or a substantial part of the Hotel) is taken by eminent domain, you cease operating the Hotel, and you are otherwise in full compliance with the License Agreement. If we consent to relocation, you must construct the new Hotel in accordance with our then-current specifications and open for business within 2 years following the closing.

Your franchise is limited to the Licensed Location and gives no rights to any exclusive area or protected territory or other area or market. We, our affiliates and any related entities may own, license or operate any business of any nature, including a hotel or similar business, whether under the Marks, or as a competitive brand, or otherwise, wherever located. We may engage in any other business, even if it competes with you or your Hotel and whether we commence the business or acquire it. We may also use or license to others all or part of the System. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands we control.

However, in certain circumstances, we may grant you what we refer to as a "Protected Area", which will be an area we negotiate with you surrounding the Hotel. If we grant you a Protected Area we will agree that during the term of the License Agreement, so long as you are not in breach of your License Agreement, we will not operate, or license another to operate, a hotel that is identified by the Radisson Inn & Suites trademark that is physically located in the Protected Area. We have no set policy regarding when we will grant a Protected Area. Factors that we will take into account include location of your Hotel, size of the Hotel, entrance into new markets, location of other Country hotels, your Hotel's competitive set, quality standards and financial considerations.

Even if we grant you a Protected Area, your rights to that Protected Area are limited to those specified above. For example, we, our affiliates, any related entities and any licensees of ours or theirs still have the following rights: First, to use any trademarks, trade dress, reservation system, franchise system or trade name acquired by us, our affiliates or any related entities anywhere, including within the Protected Area. Second, to operate and license others to operate anywhere, including in the Protected Area, hotels using other systems and marks including those using a portion of the Marks, alone or together with another designation, other than a hotel identified by the Country Inn & Suites by Radisson trademark that is physically located within the Protected Area. Third, to operate and license others to operate anywhere, including within the Protected Area, hotels that are members of a chain of hotels with a minimum of 4 in operation, if the hotels are acquired by, merged with, or franchised by or through a marketing agreement with us or any of our affiliates, even if the hotels are converted to hotels using the Marks, or to hotels that are using the System. Our affiliates and related entities also may anywhere, including within the Protected Area, own or operate hotels using the System and the Marks when the affiliate or related entity purchases, develops or otherwise acquires the hotel, executes a lease or management agreement for the hotel or acquires an ownership interest in a party or its assets that owns or operates the hotel. We, our affiliates and persons we or they license may engage in any business using the System and Marks, and other systems and marks, anywhere (including in the Protected Area), including timeshare, fractional interest and vacation-ownership businesses (with an inventory of units in the Reservation System), constructing and renovating hotels (but not opening), and marketing, training and accepting reservations through the Reservation System. Except for your non-exclusive right to use the online Reservation System, we also reserve for ourselves and our affiliates the absolute right to use alternative channels of distribution, including the Internet and third-party websites, including within and outside any Protected Area (if applicable). You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands we control.

We are not required to pay you if we exercise any of the rights specified above.

If we grant you a Protected Area, the Protected Area may overlap with the Protected Area of an existing or future franchisee.

You do not receive options, right of first refusals or similar rights to acquire additional franchises within any particular area. Continuation of your franchise rights does not depend on your achieving a certain sales volume, market penetration or other contingency. There is no minimum sales quota or territorial or customer restrictions, and you are not required to compensate, or entitled to receive compensation from, other franchisees on account of any territorial or customer sales restrictions. We do not restrict the customers to which you may provide service.

Item 1 contains a description of the hotel franchises offered by us and our affiliates in the United States and the brands under which they are offered. These hotels may be operated by us, an affiliate or franchisees. You may compete with these hotels for business and there may be, now or in the future, franchised, managed or company owned hotels operated under these brands in your market area including in your Protected Area. Any conflicts between you and us regarding territory, customers and our support will be resolved under the License Agreement. We have no procedure for resolving conflicts between you and franchisees of these other brands. However, any resolution of any conflicts regarding territory, customers or support services will be entirely within our discretion. The principal business address of our affiliates offering these brands is the same as ours. We do not maintain physically separate offices and training facilities for these systems.

(END OF ITEM)

ITEM 13
TRADEMARKS

We grant you the right to operate your Hotel under the RADISSON INN & SUITES word mark and RADISSON INN & SUITES design mark. We consider these marks to be the "Principal Trademarks". The current form of the design mark RADISSON INN & SUITES is shown below.

RADISSON
INN & SUITES

Unless noted otherwise, the term "Marks" means all trademarks, (including the Principal Trademarks), service marks, trade names, logos, trade dress and commercial symbols used to identify System Hotels and/or the System. As described in the License Agreement, you will also be assigned a specific Licensed Name for your Hotel, which will include the Principal Trademarks. In addition, as described in the Manuals, we grant you the right to use the Marks applicable to each of the Principal Trademarks and all other trademarks for general use by all System Hotels. We reserve the right to change, modify or discontinue any of the Marks including those listed below.

The following Principal Trademarks are pending registration by our affiliate Radisson Hospitality Belgium BV ("BV") on the Principal Register in the United States Patent and Trademark Office ("USPTO"). All required affidavits have been or will be filed for the registrations for the Principal Trademarks listed below:

PRINCIPAL TRADEMARKS			
TRADEMARK	**STATUS**	**APPLICATION DATE**	**APPLICATION NUMBER**
RADISSON INN & SUITES	Applied	October 18, 2021	97079772
RADISSON INN & SUITES DESIGN	Applied	November 11, 2021	97118613

The Principal Trademarks have not been registered with the USPTO. Therefore, these marks do not have many legal benefits and rights as a federally-registered trademark. If our right to use any of these marks is challenged, you may have to change to alternative marks, which may increase your expenses. Our affiliate may or may not choose to seek registration of the marks disclosed in this Item that are not registered at the USPTO.

Our parent company Radisson Hospitality has the right to license the trademarks referred to in this Item 13 to us under an Intercompany Trademark and System License Agreement with BV. We have the right to sublicense the use of these marks under an Intercompany Trademark and System License Agreement dated October 23, 2020 between us and Radisson Hospitality (the "License Agreement") in connection with the operation of hotels in the United States and its territories and certain areas outside of the United States. Radisson Hospitality has no approvals or consents over our sublicense of these marks under the License Agreement. The term of the Agreement is 50 years and can be renewed for additional 10-year terms upon the mutual agreement of Radisson Hospitality and us. Radisson Hospitality can terminate the agreement upon 30 days' notice to us if we fail to cure a material default of any other agreement between us and Radisson Hospitality or any of its affiliates. In this case, our rights under the License Agreement will continue for the remainder of any franchise agreements including any renewal term. However, Radisson Hospitality can require us to transfer any franchise agreements to its affiliate or a third party. Termination of the License Agreement will not affect the validity of any franchise agreement including and renewal rights under that agreement.

There is no currently effective material determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or the trademark administrator of any state or court, no pending infringement, opposition, or cancellation proceeding, and no pending material litigation in the United States involving our Principal Trademarks. Other than as noted above, no agreements limit our right to use or license others to use the mark identified in this Item 13 in the United States. We have no actual knowledge of any superior rights or infringing uses that could materially affect your use of the Principal Trademarks in the state where your Hotel is located. However, we are generally aware that other hotels may claim common law usage of trademarks including or similar to one or more of the Principal Trademarks.

You may use only the trademarks listed in your License Agreement. Your use of the Marks is to our exclusive benefit and you retain no rights in the Marks upon expiration or termination of your License Agreement. You must use our Marks only in the manner described in the License Agreement and Manuals, and as we periodically specify. You may not make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. You may not contest our rights in the Marks. You may not use any of the Marks as part of a corporate, company, partnership or trade name. We retain exclusive rights to the use of Marks in Internet domain names, and you may not use the Marks in any way that jeopardizes our rights. You may not make use of or register an Internet domain name that is in any way similar to the Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks and cooperate with the action we undertake. We will take the action we think appropriate. We have the sole right to manage and resolve as we deem appropriate disputes with third parties concerning the Marks.

We have the sole right to defend or enforce rights to the Marks in administrative proceedings or litigation. If you are named as a party to any administrative proceeding or litigation involving the Marks, you must immediately notify us and deliver any notices or other documents in your possession to us within 7 days after you receive them. If you do, we will defend you against any claims resulting from your use of the Principals Trademarks. If you do not deliver the notices and documents as required, we have no obligation to defend you. We will not indemnify you for any damages, expenses or fines assessed against you with respect to your use of the Marks. In addition, other than the Principal Trademarks, we have no obligation to defend or indemnify you with respect to your use of any of the Principal Trademarks or other Marks.

If it becomes advisable at any time for us and/or you to modify or discontinue the use of any Marks and/or to use one or more additional or substitute trade or service marks, you must comply with our directions upon receipt of notice by us, all at your own expense.

(END OF ITEM)

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to a purchase of a franchise.

We claim copyright protection for our License Agreement and related agreements, the Manuals (see Item 11), designs, proprietary restaurant standards and menu formats, various proprietary software packages, and for various sales promotional and other materials published periodically. We or our affiliates are the exclusive owners of the copyrights in these materials and any content or information displayed on or made available through our websites. You may not frame or incorporate any content or information contained in our websites without our express written authorization.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Copyright Office of the Library of Congress or any court regarding any of the copyrighted materials except for the License Agreement. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We reserve the right to control any patent or copyright dispute and we will determine whether we will bring suit or settle any instance when a third party infringes any patents or copyrights. We are not obligated to protect any patent, patent application or copyright or to defend you against claims arising from your use of any patented or copyrighted items. We are not obligated to take any affirmative action when notified of any infringement. We have the right to control all litigation related to any patented or copyrighted materials. We do not have to defend or indemnify you in a proceeding involving a patent, patent application or copyright of ours. You may not contest our, or our affiliates', interests in patents or copyrights.

You must keep confidential during and after the term of your License Agreement all proprietary information, including the Manuals that we permit you to use. You must not duplicate or disseminate any proprietary information to any party other than (during the term of the License Agreement) your employees who need to know this proprietary information. Upon termination of the License Agreement, you must return to us all proprietary information, including all copies of the Manuals. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take action, and will determine the appropriate response to any information regarding the unauthorized use of proprietary information. You must comply with all changes to the Manuals at your cost.

(END OF ITEM)

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

We do not require that you personally supervise the Hotel. If you are not supervising the Hotel, a General Manager or a professional management company approved by us, must supervise the day-to-day operations of the Hotel. The General Manager must meet certain minimum criteria established by us, and must successfully complete the training programs we require. Your manager must attend the required orientation in order to be authorized and permitted to operate or manage the Hotel and before the Hotel is authorized to open, and any manager that is hired will also be required to attend the orientation. The manager need not have an ownership interest in the franchise if the franchisee is a business entity. The manager and any management company must agree to maintain confidentiality of the trade secrets, including those described in Item 14, and at our request, you must require them to sign a written non-disclosure agreement regarding those trade secrets.

If you are an individual, you will be personally responsible for your obligations under the License Agreement. If you are a legal entity, we will require personal guarantees of your obligations under the License Agreement by your principal owners, officers or other persons we designate. If the Hotel is owned by a different entity than the Franchisee, the owner of the Hotel must sign a guaranty of the License Agreement. (See forms Personal Guaranty of License Agreement and Corporate Guaranty of License Agreement attached to this Disclosure Document as Exhibits J and K, respectively.)

(END OF ITEM)

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only operate the type of hotel facility described in your License Agreement at the location described in your License Agreement. See Items 8 and 9. You may not offer for sale, lease or otherwise any part of the Hotel as residences, condominiums, timeshare units or fractional ownership, or use any part of the Hotel for soliciting timeshare sales, without our prior written consent.

If we determine that any potential customer or group of customers of your Hotel would have a material negative effect on the image of the System or any System Hotel, we may prohibit you from renting a room or providing other services to such customer or group of customers. You must comply with our requirements as to the types and levels of services, amenities and products that must or may be used at or in connection with the Hotel. For example, we may require you to offer certain services or products to your guests free-of-charge or at rates we specify or prohibit you from offering certain goods or services such as jukebox, vending machines (other than soft drinks, snacks, and laundry), or coin or token operated machines and gambling or gaming machines or devices or adult materials. We can also implement pricing policies, such as maximum price policies, minimum advertised price policies and unilateral minimum price policies, and you must abide by these policies. You cannot operate other businesses from your Hotel unless we otherwise approve. Your operation of the Hotel and the services you provide must conform to the System. We reserve the right to change System standards, specifications and procedures. You may sell alcoholic beverages only in accordance with local licensing and other legal requirements.

(END OF ITEM)

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.

	Provision	Article/Section in License Agreement/TSA	Summary
a.	Length of the franchise term	License Agreement – Article 3 and Key Contract Data page TSA – Not applicable	20 years - Ends at the end of the month that the 20th anniversary of the Opening Date occurs. None
b.	Renewal or extension of the term	License Agreement – Section 3.2 TSA – Not applicable	None None
c.	Requirements for franchisee to renew or extend	License Agreement – Not applicable TSA – Not applicable	None None
d.	Termination by franchisee	License Agreement – Article 19 and Sections 25.1 and 26.1 TSA – Not applicable	You can terminate if we default and do not cure, if the Hotel is destroyed, substantially damaged or condemned and you pay us damages as specified in the License Agreement, or if a court modifies the License Agreement and the modification constitutes a material deviation from the purpose of the Agreement. None
e.	Termination by franchisor without cause	License Agreement – Sections 25.1 and 26.1 TSA – Section 5	We may terminate if the Hotel is destroyed, substantially damaged or condemned, or a court modifies the License Agreement and the modification constitutes a material deviation from the purpose of the Agreement. We may terminate if the License Agreement is terminated without cause.

	Provision	Article/Section in License Agreement/TSA	Summary
f.	Termination by franchisor with "cause"	License Agreement – Article 18 TSA – Section 3	We may terminate if you default. We may terminate if you default.
g.	"Cause" defined – curable defaults	License Agreement – Article 18 TSA – Section 3	10 days to cure any monetary default, and 30 days to cure any other default under the License Agreement, except 48 hours to cure any default that materially impairs the good will associated with the Marks or the System. These cure periods may be longer if required by applicable law. None.
h.	"Cause" defined – non-curable defaults	License Agreement – Article 18 TSA – Section 3	Defaults like insolvency, unsatisfied liens or judgments, foreclosure, failure to operate Hotel, transfers of the Hotel or the assets of or equity interest in the franchisee, felony conviction, 3 material defaults in a 36-month period, underreporting of Total Rooms Revenue and material misrepresentations. Defaults like: you fail to pay us or our affiliate on time, fail to cooperate under the TSA.
i.	Franchisee's obligations on termination/non-renewal	License Agreement – Section 18.4 and Article 20 and Key Contract Data page TSA – Not applicable	Obligations include: payment of amounts due, including liquidated damages, and removing all signage and other references to the Marks. None.
j.	Assignment of contract by franchisor	License Agreement – Article 21 TSA – Not applicable	No restriction on our right to assign. No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	License Agreement – Article 21 TSA – Section 8	Includes transfer of contract, sale, transfer or lease of Hotel or ownership change. Transfer of Addendum.

	Provision	Article/Section in License Agreement/TSA	Summary
l.	Franchisor approval of transfer by franchisee	License Agreement – Article 21 TSA – Section 8	We have the right to approve all transfers. You remain liable for the obligations under the agreement even upon transfer to an Affiliate. May not transfer without our prior written consent.
m.	Conditions for franchisor approval of transfer	License Agreement – Article 21 TSA – Not applicable	Transferee applies and signs then current license agreement, complies with training requirements and completes renovation; pay our then-current fee for a Product Improvement Plan, pay other obligations in full, sign a termination agreement and release and pay the Transfer Fee. Can withhold consent in our sole discretion.
n.	Franchisor's right of first refusal to acquire franchisee's business	License Agreement – Article 21 and Key Contract Data page TSA – Not applicable	You must notify us of your intention to sell the Hotel immediately and must deliver an offer to sell the Hotel to us. We will notify you within 10 days if we are interested in negotiating. If we are interested, you must provide information to us. We have 45 days to accept the offer. None
o.	Franchisor's option to purchase franchisee's business	License Agreement – Article 21 and Key Contract Data page TSA – Not applicable	Before you may sell your business, you must first offer it to us. None
p.	Death or disability of franchisee	License Agreement – Not applicable TSA – Not applicable	License Agreement subject to transfer provisions. None
q.	Non-competition covenants during the term of the franchise	License Agreement – Not applicable TSA – Not applicable	Not applicable Not applicable

	Provision	Article/Section in License Agreement/TSA	Summary
r.	Non-competition covenants after the franchise is terminated or expires	License Agreement – Not applicable TSA – Not applicable	Not applicable Not applicable
s.	Modification of the agreement	License Agreement – Section 26.9 TSA – Section 8	No modifications without written consent of all parties, but Manuals subject to change. No modification without consent of all parties.
t.	Integration/merger clause	License Agreement – Section 26.8 TSA – Section 8	Only the terms of the License Agreement, concurrently signed documents and System standards in the Operations Manuals are binding (subject to state law). Any statements or promises not in the License Agreement or this Disclosure Document should not be relied upon and may not be enforceable. Covered by terms of License Agreement.
u.	Dispute resolution by arbitration or mediation	License Agreement – Not applicable TSA – Not applicable	Not applicable Not applicable
v.	Choice of forum	License Agreement – Section 26.4 TSA – Section 8	Subject to applicable law, litigation must generally be in Hennepin County, Minnesota. Governed by terms of License Agreement.
w.	Choice of law	License Agreement – Section 26.3 TSA – Section 8	Subject to applicable law, Minnesota law generally applies. Governed by terms of License Agreement.

(END OF ITEM)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

(END OF ITEM)

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-operated 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.

We do not make any 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 our management by contacting Amber Thiel, Country Inn & Suites by Radisson, Inc., 701 Carlson Parkway, Suite 300, MS 4001, Minneapolis, MN 55305, (800) 336-3301, the Federal Trade Commission, and the appropriate state regulatory agencies.

(END OF ITEM)

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For Years 2018 to 2020*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Owned/ Managed	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets	2018	0	0	0
	2019	0	0	0
	2020	0	0	0

*As of December 31, for each year.

TABLE NO. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2018 to 2020*

State	Year	Number of Transfers
All States	2018	0
	2019	0
	2020	0
Total ***	2018	0
	2019	0
	2020	0

*As of December 31, for each year.
***Includes both voluntary and involuntary transfers.

TABLE NO. 3
Status of Franchised Outlets For Years 2018 to 2020*

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
All States	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Total	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

* As of December 31, for each year. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

TABLE NO. 4
Status of Company-Owned/Managed Outlets For Years 2018-2020*

State**	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Total	2018	0	0	0	0	0	0
	2019	0	0	0	1	0	0
	2020	0	0	0	0	0	0

*As of December 31, for each year.
**States not listed had no corporate-owned outlets to report.

TABLE NO. 5
Projected Openings as of December 31, 2020 *

State	License Agreements Signed But Not Opened	Projected New Licensed Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	1	0
Total	0	1	0

*States not listed had no licensed or corporate-owned projections to report. As of the date of this Disclosure Document, we are in the process of structuring our sales plan for the Radisson Inn & Suites concept. Because this plan is still in formulation, we cannot predict with any certainty in which states we will sell Radisson Inn & Suites franchises in 2022. Accordingly, the projections above are very speculative. However, we hope to sign between 3-5 License Agreements with franchisees in 2022.

We had no franchisees operating under the Radisson Inn & Suites brand as of December 31, 2020. We had no franchisees operating under the Radisson Inn & Suites brand who transferred their Hotel or who had a Hotel terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to operate and/or conduct business under a License Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance 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. We did not have any Radisson Inn & Suites franchisees who signed confidentiality clauses with us during the last 3 fiscal years that would prevent them from speaking openly about their experiences with us as a Radisson Inn & Suites franchisee.

We have not created, sponsored, or endorsed any franchise organization and no independent franchisee organization has asked to be included in this Disclosure Document. However, from time to time, we may assemble a franchise advisory council to meet with corporate representatives to advise on issues related to the System. We will sponsor the council and select the franchisees that participate on the council. The contact information for that council will be the same as our contact information.

(END OF ITEM)

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit F are the audited consolidated financial statements of Radisson Hospitality, Inc. for the years ended December 31, 2018, December 31, 2019 and December 31, 2020, and as of December 31, 2019 and December 31, 2020, together with the Report of Independent Auditors. Radisson Hospitality, Inc. absolutely and unconditionally guarantees the performance of our obligations to franchisees under the License Agreement. The Guaranty of Performance is included in Exhibit B and is on file with the office of the administrator of the state franchise law in some states where we have registered this offering.

We have also included at Exhibit F the unaudited financial statement of Radisson Hospitality, Inc. as of and for the nine-month period ended September 30, 2021. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENTS AND FORM.

(END OF ITEM)

ITEM 22
CONTRACTS

The following is a list of attached agreements:

- Application for License (Exhibit G)
- License Agreement (Exhibit H)
- Product Improvement Plan (Exhibit I)
- Personal Guaranty of License Agreement (Exhibit J)
- Corporate Guaranty of License Agreement (Exhibit K)
- Technical Services Addendum (Exhibit L)
- Acknowledgement of Receipt of License Agreement (Exhibit M)
- Form of Termination Agreement (Exhibit N)
- Form of Loan Document (Exhibit O) (Key Money)

(END OF ITEM)

ITEM 23
RECEIPTS

Two copies of a detachable Receipt are found at the end of this Disclosure Document.

(END OF ITEM)

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of California:

1. Item 3 is amended to provide that neither us nor any other person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association.

2. Item 17 is amended to provide that termination of the License Agreement by us because of franchisee's insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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

4. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.

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

> The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides franchisees with additional rights concerning termination and non-renewal of the License Agreement and certain provisions of the License Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the License Agreement and your relationship with us, including the areas of termination and renewal of your franchise. If the License Agreement is inconsistent with the law, the law will control.
>
> The License Agreement requires franchisee to execute a general release of claims upon transfer of the License Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law. California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

6. The License Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

7. California Civil Code Section 1671 has statutes which restrict or prohibit the imposition of liquidated damage provisions.

8. THE LICENSE AGREEMENT CONTAINS A WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL PROVISIONS. THESE WAIVERS MAY NOT BE ENFORCEABLE IN CALIFORNIA.

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

10. OUR WEBSITE (www.radissonhotelsamerica.com/radissoninn) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Hawaii:

1. We are currently registered in the following states:

None

2. We intend to file or have filed the Disclosure Document included in this registration in the following states:

California, Hawaii, Michigan, Indiana, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

3. No state has refused, by order or otherwise, to register the Radisson Inn & Suites franchise.

4. No state has revoked or suspended the right to offer Radisson Inn & Suites franchises.

5. We have not withdrawn the proposed registration of the Radisson Inn & Suites franchise in any state.

6. The page titled **"Special Risk(s) to Consider About *This* Franchise"** is amended to include the following:

Special Risk(s) to Consider About *This* Franchise

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

Disclosure Required. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN 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, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

7. Item 17(M) of the FDD is amended by adding the following information:

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

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

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

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Illinois:

Illinois law governs the franchise agreements.

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

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

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

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Maryland:

1. Item 17 is hereby amended to include the following:

Row “m”: Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Row “v”: A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. The Application (Exhibit G) is amended to include the following language:

“Any provision in the Application that requires you, a prospective franchisee, to disclaim the occurrence or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

3. Item 17 of the Disclosure Document is amended as follows:

Termination for bankruptcy filing may not be enforceable under the United States bankruptcy laws, but we intend to enforce it to the extent enforceable.

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Minnesota:

1. Item 13 is hereby amended by the addition of the following language:

   The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the Franchisor's trademark infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of franchisee's use of the Franchisors trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 is generally amended to include the follow language:

   Minnesota Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring wavier of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or the franchisee's rights to any procedure, forum or remedies provided by the laws of the jurisdiction.

3. Item 17(b) is hereby amended by the addition of the following language:

   If the laws of the State of Minnesota are applicable, except in certain specified circumstances, the Franchisor must provide the Franchisee with at least 180 days prior written notice of nonrenewal of the franchise.

4. Item 17(g) is hereby amended by the addition of the following language:

   Except in certain circumstances, franchisees in Minnesota must, by law, be provided with 90 days prior written notice of termination, and the Franchisee shall have 60 days to correct the alleged breach specified in the written notice.

5. Item 17(m) is hereby amended by the addition of the following language:

   If the laws of the State of Minnesota are applicable, the requirement that a franchisee sign a general release as a condition to franchisor approving a transfer of the License Agreement may not be enforceable under Minnesota Statutes Chapter 80C.

6. Item 17(w) is hereby amended by the addition of the following language:

   If Minnesota law is applicable, the requirement in Section 26.6 of the License Agreement that any claims of franchisee be commenced within one year of expiration or termination of the License Agreement may not be enforceable to the extent it conflicts with Minn. Stat. Section 80C.17, Subd. 5 which requires that claims under Chapter 80C be commenced within 3 years of the date the cause of action accrues.

7. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would

relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of New York:

1. Item 3.

Neither we, our affiliates or any person identified in Item 2 of this Disclosure Document:

A. 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, including 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or 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.

C. 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.

2. Item 4.

Neither we, our affiliates or any officers identified in Item 2 of this Disclosure Document has, during the 10-year period preceding the date of this Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the 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 one year after the officer of franchisor held this position in the company.

3. Item 5.

The Initial Fee will cover the cost of goods and services that we provide to you before your franchise business opens. These goods and services will include training, forms, supplies, promotional materials, opening assistance and other miscellaneous items.

4. Item 12.

If we agree to an "Area of Protection clause," it will generally be limited to a specific number of miles (e.g. 3 miles from your Hotel's franchise location), subject to the conditions noted in Item 12 of the Disclosure Document.

5. The following language is added to the page titled **"Special Risk(s) to Consider About *This* Franchise"**:

Special Risk(s) to Consider About *This* Franchise

Registration is not Endorsement. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE 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, NEW YORK, NY 10005.

Negotiation. FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, 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 PROSPECTUS.

6. Items 17(d), 17(j) and 17(w) in the Disclosure Document are hereby deleted in their entirety and replaced by the following:

Provision	Article/Section in License Agreement/TSA	Summary
d. Termination by franchisee	License Agreement – Article 19 and Sections 25.1 and 26.1 TSA – Not applicable	You may terminate on any grounds available by law.
j. Assignment of contract by franchisor	License Agreement – Article 21 TSA – Not applicable	No restriction on our right to assign any agreement; provided, however, no assignment will be made by us, except to an assignee who in our good faith judgment, is willing and able to assume our obligations under the License Agreement.
w. Choice of law	License Agreement – Section 26.3 TSA – Section 8	Minnesota law generally applies; however, this choice of law should not be considered a waiver of any right conferred upon either franchisor or upon you by Article 33 of the General Business Law of the state of New York.

7. The following is added before the Table of Contents:

FACTORS TO BE CONSIDERED

The License Agreement provides that venue is to be in the State of Minnesota. This means that if you purchase a franchise and a dispute arises, you will have to defend or maintain the proceedings in the State of Minnesota.

This factor should be taken into account in determining whether or not to purchase this franchise.

8. The following is added before the Receipt Pages:

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

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

ADDENDUM TO DISCLOSURE DOCUMENT
<u>FOR THE STATE OF NORTH DAKOTA</u>

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of North Dakota:

1. The North Dakota Securities Commissioner has determined that it is unfair and inequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota or to arbitration or mediation at a site that is remote from the site of the franchisee's business. Therefore, any references in Item 17(V) of the Disclosure Document and any requirement in Section 26.4 of the License Agreement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.

2. Any references in the Disclosure Document to Section 26.30 of the License Agreement and to any requirement to consent to a waiver of exemplary and punitive damages are deleted.

3. Any references in the Disclosure Document to Section 26.5 of the License Agreement and to any requirement to consent to a waiver of trial by jury are deleted.

4. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

5. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

6. Any references in the Disclosure Document requiring franchisee to consent to termination penalties or liquidated damages are deleted.

7. Item 17(w) is hereby amended by the addition of the following language:

> If North Dakota law is applicable, the requirement in Section 26.6 of the License Agreement that any claims of franchisee be commenced within one year of expiration or termination of the License Agreement may not be enforceable to the extent it conflicts with North Dakota law.

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Rhode Island:

1. Item 17.

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the Commonwealth of Virginia:

Item 17

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

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the license agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provisions may not be enforceable."

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Washington:

1. RCW 19.100.180 may supersede the License Agreement and your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the License Agreement and your relationship with us, including the areas of termination and renewal of your franchise.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

3. A release or waiver of rights executed by you shall 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 License 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 limitation period for claims under the Act, or rights or remedies under the Act, such as rights to jury trial, might not be enforceable.

4. Transfer fees are collectible to the extent they reflect our reasonable estimated or actual costs in effecting a transfer.

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

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Radisson Inn & Suites Disclosure Document or License Agreement, the following provisions shall supersede and apply to all Radisson Inn & Suites franchises offered and sold in the state of Wisconsin:

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

Each provision of this addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently without reference to this addendum.

EXHIBIT A

STATE FRANCHISE ADMINISTRATORS AND REGISTERED AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677	Commissioner of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Securities Commissioner Indiana Securities Division Secretary of State Franchise Section 302 West Washington Street Room E 111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	State of Michigan Office of the Attorney General Consumer Protection Division Attention: Antitrust and Franchise Unit 525 West Ottawa St. G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 525 West Ottawa St. G. Mennen Williams Building, 1st Floor Lansing, MI 48913
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5th Floor Bismarck, ND 58505-0510
RHODE ISLAND	Division of Securities 1511 Pontiac Ave. John O. Pastore Center Building 69-1 Cranston, RI 02920 (401) 462-9527	Director of Department of Business Regulation 1511 Pontiac Ave. John O. Pastore Center Building 69-1 Cranston, RI 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of South Dakota Division of Insurance 124 S Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd. S.W. Tumwater, WA 98501 (360) 902-8760	Same (or physical address is): 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Wisconsin Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-8557	Wisconsin Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT B

GUARANTY OF PERFORMANCE

GUARANTY OF PERFORMANCE

For value received, **Radisson Hospitality, Inc.** ("Guarantor") located at 701 Carlson Parkway, Suite 300, Minneapolis, Minnesota 55305, absolutely and unconditionally guarantees the performance by its subsidiary, **Country Inn & Suites by Radisson, Inc.** ("Franchisor"), located at 701 Carlson Parkway, Suite 300, Minneapolis, Minnesota 55305, of all of the obligations of the Franchisor, in accordance with the terms and conditions of its franchise registration filed or to be filed with any state authority and of its franchise agreements entered into with franchisees, as the same have been or may hereafter be amended, modified, renewed or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Minneapolis, Minnesota on the 24th day March, 2021.

GUARANTOR:

RADISSON HOSPITALITY, INC.

By:____________
Name: Amber Thiel

Title: Senior Vice President and Chief Financial Officer, Americas

EXHIBIT C

TABLE OF CONTENTS OF THE MANUALS

Radisson Inn & Suites

BRAND STANDARDS MANUAL

THE AMERICAS

<u>EXHIBIT D</u>

LIST OF HOTELS

None

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EXHIBIT E

LIST OF FORMER FRANCHISEES

None

EXHIBIT F

CONSOLIDATED FINANCIAL STATEMENTS AND REPORT OF INDEPENDENT AUDITORS

Consolidated Radisson Hospitality, Inc.
Balance Sheet
September 30, 2021
UNAUDITED

(In USD thousands except for share data)		**Radisson Hospitality Inc.**
Assets		
Current assets		
Cash and equivalents	$	194,840
Receivables, net		52,236
Receivables from related party, net		50,000
Short-term notes receivable from related party		3,243
Prepaid expenses and other		12,731
Total current assets		313,050
Property, equipment, and improvements, net		201,352
Goodwill		-
Intangible assets, net		702
Investments in unconsolidated affiliates		150
Long-term notes receivable, net		27,015
Deferred income taxes, noncurrent		2
Other assets		13,186
Total assets	**$**	**555,457**
Liabilities and Equity		
Current liabilities		
Accounts payable	$	7,052
Accrued liabilities		40,351
Customer deposits		1,477
Short-term borrowings		2,472
Long-term debt, current		-
Lease Liability		101,638
Reserve for income taxes		-
Total current liabilities		152,991
Long-term debt, net of current		122,811
Long-term debt from related party		43,910
Other long-term liabilities		61,501
Intercompany		-
Total liabilities		381,215
Equity		
Common stock, $1 stated value—authorized, issued, and outstanding, 1,000 shares		1
Paid-in capital		380,018
Receivable from parent		(5,000)
Accumulated deficit		(200,777)
Accumulated other comprehensive loss		-
Total company equity		174,242
Noncontrolling interests		
Total equity		174,242
Total liabilities and equity	**$**	**555,457**

Radisson Hospitality, Inc. and Subsidiaries

Consolidated Financial Statements
Years Ended December 31, 2020, 2019 and 2018

Radisson Hospitality, Inc. and Subsidiaries
Index
Years Ended December 31, 2020, 2019 and 2018

Report of Independent Auditors

To the Board of Directors and Management of
Radisson Hospitality, Inc.

We have audited the accompanying consolidated financial statements of Radisson Hospitality, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations, of comprehensive (loss) income, of equity and of cash flows for each of the three years in the period ended December 31, 2020.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements 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, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

PricewaterhouseCoopers LLP, 45 South Seventh Street, Suite 3400, Minneapolis, MN 55402
T: (612) 596 6000, F: (612) 373 7160, www.pwc.com/us

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Radisson Hospitality, Inc. and its subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2020 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for revenue from contracts with customers in 2019. Our opinion is not modified with respect to this matter.

PricewaterhouseCoopers LLP

March 29, 2021

Radisson Hospitality, Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2020 and 2019

(in USD thousands except for share data)	2020	2019
Assets		
Current assets		
Cash and equivalents	$ 165,257	$ 59,320
Receivables, net	44,445	54,619
Receivables from related party, net	14,802	76,121
Short-term notes receivable from related party	50,000	-
Prepaid expenses and other	13,218	14,675
Income taxes receivable	2,740	2,444
Total current assets	290,462	207,179
Property, equipment, and improvements, net	125,063	134,301
Goodwill	21,612	20,358
Intangible assets, net	1,525	7,606
Investments in unconsolidated affiliates	3,334	3,334
Long-term notes receivable	30,147	16,303
Long-term notes receivable from related party	50,000	-
Deferred income taxes	966	213,354
Other assets	19,352	22,141
Total assets	$ 542,461	$ 624,576
Liabilities and Equity		
Current liabilities		
Short-term notes payable	$ 2,971	$ -
Long-term debt, current	28,419	2,148
Accounts payable	6,276	14,420
Accrued liabilities	71,709	73,775
Income taxes payable	1,295	-
Total current liabilities	110,670	90,343
Long-term debt, net of current	101,226	98,171
Long-term debt from related party	46,551	19,994
Other long-term liabilities	99,872	103,575
Total liabilities	358,319	312,083
Commitments and Contingencies (Note 10)		
Equity		
Common stock, $1 stated value—authorized, issued, and outstanding, 1,000 shares	1	1
Paid-in capital	380,018	319,434
Receivable from parent	(5,000)	-
Accumulated deficit	(187,143)	(5,925)
Accumulated other comprehensive loss	(3,655)	(947)
Total company equity	184,221	312,563
Noncontrolling interests	(79)	(70)
Total equity	184,142	312,493
Total liabilities and equity	$ 542,461	$ 624,576

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

Radisson Hospitality, Inc. and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2020, 2019 and 2018

(in USD thousands)	2020	2019	2018
Revenue	$ 198,325	$ 389,621	$ 1,231,284
Costs and expenses			
Owned hotel operating	28,454	47,730	47,412
General and administrative	258,436	291,348	1,041,334
Depreciation and amortization	10,955	11,664	58,401
Loss on divestitures	-	-	(4,241)
Total costs and expenses	297,845	350,742	1,142,906
(Loss) income from operations	(99,520)	38,879	88,378
Other (expense) income			
Interest expense, net	(11,071)	(8,037)	(15,407)
Equity in net earnings of unconsolidated affiliates	-	-	551
Total other expense, net	(11,071)	(8,037)	(14,856)
(Loss) income before taxes including noncontrolling interests	(110,591)	30,842	73,522
Income tax expense	(70,627)	(11,275)	(36,746)
Net (loss) income	(181,218)	19,567	36,776
Noncontrolling interests	-	-	(12,958)
Net (loss) income attributable to the Company	$ (181,218)	$ 19,567	$ 23,818

Radisson Hospitality, Inc. and Subsidiaries
Consolidated Statements of Comprehensive (Loss) Income
Years Ended December 31, 2020, 2019 and 2018

(in USD thousands)	2020	2019	2018
Net (loss) income	$ (181,218)	$ 19,567	$ 36,776
Other comprehensive (loss) income, net of tax			
Foreign currency translation (losses) gains	(3,201)	823	46,220
Gain (loss) on interest rate swap derivative	493	(754)	-
Pension liability adjustment	-	-	143
Total other comprehensive (loss) income	(2,708)	69	46,363
Comprehensive (loss) income	(183,926)	19,636	83,139
Comprehensive (loss) income attributable to noncontrolling interests	-	-	(47,837)
Comprehensive (loss) income attributable to the Company	$ (183,926)	$ 19,636	$ 35,302

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

Radisson Hospitality, Inc. and Subsidiaries
Consolidated Statements of Equity
Years Ended December 31, 2020, 2019 and 2018

(in USD thousands, except shares)	Common Stock Shares	Common Stock Amount	Paid-in Capital	Receivable From Parent	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total
Balances as of December 31, 2017	1,000	$ 1	$ 630,941	$ -	$ (67,980)	$ (12,500)	$ 359,283	$ 909,745
Other comprehensive loss						(27,671)	(17,227)	(44,898)
Radisson Hospitality AB sale (Note 1 and 2)			(342,295)		(4,701)	39,155	(355,077)	(662,918)
Dividend of notes receivable from related party			(10,292)					(10,292)
Distributions to Parent and other			(4,993)		(189)			(5,182)
Net income					23,818		12,958	36,776
Balances as of December 31, 2018	1,000	1	273,361	-	(49,052)	(1,016)	(63)	223,231
Impact of change in accounting policy for adoption of ASU 2014-09					19,864			19,864
Impact of related party cost transfer (Note 14)					3,696			3,696
Radisson Holdings note contributed to equity			46,622					46,622
Purchase of remaining shares of consolidated subsidiary			(549)					(549)
Other comprehensive loss						69	(7)	62
Net income					19,567			19,567
Balances as of December 31, 2019	1,000	1	319,434	-	(5,925)	(947)	(70)	312,493
Impact of common control Trademark Sale Transaction (Note 1)			60,584					60,584
Receivable from parent				(5,000)				(5,000)
Other comprehensive loss						(2,708)	(9)	(2,717)
Net loss					(181,218)			(181,218)
Balances as of December 31, 2020	1,000	$ 1	$ 380,018	$ (5,000)	$ (187,143)	$ (3,655)	$ (79)	$ 184,142

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

Radisson Hospitality, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2020, 2019 and 2018

(in USD thousands)	2020	2019	2018
Cash flows from operating activities			
Net (loss) income	$ (181,218)	$ 19,567	$ 36,776
Noncash items included in net (loss) income			
Depreciation and amortization	11,937	13,415	58,401
Asset impairment charges and other write-offs	-	-	18,212
Deferred income taxes	68,946	8,190	(400)
(Gain) loss on divestitures	-	-	(4,241)
Equity in net earnings of unconsolidated affiliates	-	-	(551)
Provision for doubtful accounts	16,650	1,028	(1,231)
Guest loyalty program liability	(4,192)	(4,161)	-
Straight-line rent expense	1,832	2,771	-
Loss on gaurantee	13,238	-	-
Other	4,133	4,385	1,718
Changes in operating assets and liabilities			
Receivables	(6,179)	(1,240)	(2,972)
Receivables from related party, net	61,319	-	-
Prepaid expenses and other	5,232	(6,506)	(10,088)
Accounts payable	(8,442)	985	(5,067)
Accrued liabilities	(14,201)	(8,507)	22,787
Income taxes	343	(3,172)	25,294
Other long-term liabilities	(1,106)	(2,703)	8,581
Net cash (used in) provided by operating activities	(31,708)	24,052	147,219
Cash flows from investing activities			
Purchases of property and equipment	(937)	(3,220)	(77,603)
Development of capitalized software	(92)	(45,876)	(15,552)
Collections of notes receivable	-	875	1,548
Collections of notes receivable from a related party	110,000	-	-
Issuances of notes receivable	(12,600)	(633)	(11,194)
Issuances of key money	(4,657)	(3,874)	(1,485)
Proceeds from sale of assets and investments, net of cash	-	-	49,545
Other	(237)	-	(2,038)
Net cash provided by (used in) investing activities	91,477	(52,728)	(56,779)
Cash flows from financing activities			
Borrowings on long-term debt from related party	22,495	19,696	-
Proceeds from long-term debt	60,885	30,018	25
Payments on long-term debt	(31,995)	(32,747)	(37,008)
Payments for debt issuance costs	-	(113)	-
Proceeds from bond issue	-	-	283,532
Transaction costs related to bond issue	-	-	(10,743)
Proceeds from notes payable	2,971	-	-
Capital contribution to a related party	-	-	(346,870)
Advances to marketing funds	-	-	1,601
Receivable from parent	(5,000)	-	-
Acquisition of noncontrolling interests	-	(549)	(418)
Net cash provided by (used in) financing activities	49,356	16,305	(109,881)
Net impact of foreign currency changes on cash, cash equivalents and restricted cash	(4,458)	2,818	(2,676)
Increase (decrease) in cash, cash equivalents and restricted cash	104,667	(9,553)	(22,117)
Cash, cash equivalents and restricted cash			
Beginning of year	69,102	78,655	100,771
End of year	$ 173,769	$ 69,102	$ 78,655

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

1. Organization, Business, and Significant Accounting Policies

Organization and Business

Radisson Hospitality, Inc. and Subsidiaries (the "Company"), a Minnesota corporation, owns, leases, operates, or franchises hotels under the Radisson Collection, Radisson Blu®, Radisson®, Radisson RED, Park Plaza®, Park Inn® by Radisson, and Country Inns & Suites By Radisson℠ names worldwide. The Company is a wholly owned subsidiary of Radisson Holdings, Inc. (the "Parent").

On August 9, 2018, Aplite Holding AB ("Aplite") entered into a definitive agreement to acquire 100% of the outstanding common shares of Radisson Holdings, Inc. from HNA Hotel Group (Hong Kong) Co, LTD and HNA Sweden Hospitality Management AB, collectively "HNA". As a part of the transaction, Aplite purchased the Company's 50.95% ownership interest in Radisson Hospitality AB (formerly known as Rezidor Hotel Group AB, "AB"). The Company has not elected to pushdown purchase accounting as a part of this transaction.

The Aplite acquisition, collectively referred to as the "Transaction", of the Company was completed November 13, 2018 among Aplite, Parent, and HNA. As such, as of December 31, 2020, the Company is an indirect wholly owned subsidiary of Aplite.

On October 21, 2020, the Company executed a Master Transaction Agreement to sell its trademarks ("Trademark Sale Transaction") and a Master Transaction Agreement to sell non-US legal entities ("Legal Entity Sale Transaction") to Radisson Hospitality Belgium SRL/BV ("BRZUT"), a related party under common control.

In conjunction with the Trademark Sale Transaction, the Company terminated its existing Master Franchise Agreement with AB, under which the Company was earning royalty fees of 0.28% of room revenue and marketing fees from AB hotels. Simultaneously, the Company entered into an agreement with AB, giving it exclusive license and rights to use the trademarks in North and South America. For these exclusive rights, the Company will pay AB a monthly royalty fee of 30% of franchise fees, and 40% of management fees charged by the Company, up to a cap of 1.25% of gross room revenue. AB will pay the Company $11,000 per year from 2021 to 2025 as a marketing contribution for the advertising that the Company does on behalf of the global brand.

In 2020, the Company completed the Trademark Sale Transaction. Upon completion of the Trademark Sale Transaction, the Company received a note receivable of $210,000 from Radisson Finance Co., LTD ("HK Finco"), also a related party under common control. Additionally, as a part of the Trademark Sale Transaction, the Company recognized $119,663 of deferred tax assets, derecognized $5,390 book value of intangible assets related to the trademarks from the balance sheet, and recorded a net tax gain of $24,363. Given that this is a common control transaction, the difference of $60,584 between the notes receivable and the book value of the assets was recognized as an equity transaction

Notes receivable from HK Finco	$	210,000
Intangible assets related to trademarks		(5,390)
Deferred tax assets related to trademarks		(119,663)
Net tax gain related to sale of trademarks		(24,363)
Change in equity related to common control transaction	$	60,584

As of December 31, 2020, $110,000 had been repaid on the note receivable, $50,000 is classified within short-term notes receivable from a related party and $50,000 is classified within long-term notes receivables from a related party. The $50,000 classified within notes receivable from a related party, net is due upon the closing of the Legal Entity Sale Transaction. The $50,000 classified within long-term notes receivable from a related party is due on May 31, 2022, but may be called with 30-day written notice, once the $50,000 related to the Legal Entity Sale Transaction has been paid.

The Legal Entity Sale Transaction primarily involves the sale of the Company's Asia Pacific subsidiaries. As of December 31, 2020, the net assets of the legal entities involved was approximately $50,000 and the annual 2020 revenue related to the entities was approximately $22,000. As of December 31, 2020, the Legal Entity Sale Transaction had not closed and the entities are still included in the Company's consolidated financial statements. The Legal Entity Sale Transaction closed on March 1, 2021, and the $50,000 classified within short-term notes receivable from a related party was received on February 26, 2021 as a part of that closing as disclosed in Note 17.

COVID-19 Impact
In December 2019, a novel strain of coronavirus ("COVID-19") was reported in Wuhan, China. The World Health Organization has declared COVID-19 to constitute a "Public Health Emergency of International Concern." The U.S. government has implemented enhanced screenings, quarantine requirements and travel restrictions in connection with the COVID-19 outbreak. The extent of the impact of the COVID-19 on the Company's 2020 performance was significant. The Company experienced an estimated 49% sales decline due to COVID-19 when comparing the years ended December 31, 2020 and December 31, 2019. Related to the decrease in sales from the impact of COVID-19, the Company failed a financial covenant per its credit agreement as of March 31, 2020.

In response to the impacts of COVID-19,the Company took the following mitigating actions: implementation of staff furloughs, reduced corporate staff work weeks, limited marketing spend, decreased discretionary spend, amending its credit agreement to remove the otherwise violated covenant, and fully draw on the Company's line of credit. The amended credit agreement required JinJiang International Holdings Co Ltd, the Company's indirect parent, to maintain an irrevocable standby letter of credit as collateral for the debt (Note 8). The Company will continue to assess the need for similar on-going mitigating actions. Future operational and financial performance will depend on future developments, including vaccine deployment, the duration of the outbreak, potential new strains and related travel advisories and restrictions.

The Company's available cash balance, cash inflows from operations, and cash receipts from related party notes receivable from the Trademark Sale Transaction are sufficient to fund the near and long term working capital, investment, and debt service needs of the Company. However, due to the rapidly evolving and uncertain nature of market conditions caused by the COVID-19 pandemic, it is difficult to assess or predict how material the impact will be and what long-term effects the outbreak may have as of the date of report issuance.

Principles of Consolidation
The consolidated financial statements of the Company include the accounts of Radisson Hospitality, Inc., all majority-owned subsidiaries where Radisson Hospitality, Inc. exhibits control. Investments in corporate joint ventures and certain other entities in which the Company owns 50% or less and exercises significant influence over the operating and financial policies of the investee are accounted for using the equity method. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements, the reported amounts of revenue and expense during the reporting period, and disclosure of contingent assets and liabilities. Accounts affected by significant estimates include asset impairments, loyalty point redemption reserves, allowance for doubtful accounts, expected useful lives of intangible assets, and realizability of deferred tax assets. Actual results could differ from those estimates.

Cash and Equivalents

Cash and equivalents are highly liquid investments that have an original maturity of three months or less and also includes amounts receivable from credit card companies. The fair value of cash equivalents approximates their carrying value because of the short maturity of the instruments.

The Company maintains cash deposits which at times may exceed federally insured limits. The Company assesses the financial institutions and believes the risk of loss is minimal.

Restricted Cash

Restricted cash consists of cash held on deposit at financial institutions under the terms of certain contractual arrangements. As of December 31, 2020, and 2019 restricted cash amounts are $8,512 and $9,782 of which $8,170 and $9,436 respectively, are included in other assets in the consolidated balance sheets. $342, and $346, respectively, are included in prepaid expenses and other in the consolidated balance sheets.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in existing receivables; however, changes in circumstances relating to receivables may result in additional allowances in the future. The Company determines the allowance based on historical experience, current payment patterns, future obligations, and the Company's assessment of the ability to pay outstanding balances. The primary indicator of credit quality is delinquency, which is considered to be a receivable balance greater than 60 days past due. The Company continually reviews the allowance for doubtful accounts. Past due balances and future obligations are reviewed individually for collectability. Account balances are charged against the allowance after all collection efforts have been exhausted and the potential for recovery is considered remote.

As of December 31, 2020, and 2019, accounts receivables are shown net of allowances of $27,701 and $10,658, respectively.

Property, Equipment, and Improvements, Net

Property, equipment, and improvements consist of land, buildings, furniture, fixtures, and capitalized software, which are stated at cost and are depreciated over their estimated useful lives ranging from three to 40 years, principally using the straight-line method for financial reporting purposes and accelerated methods for tax purposes. Repairs and maintenance costs are expensed as incurred. Depreciation of leasehold improvements is based upon the lesser of the applicable lease term, or the estimated useful lives of such assets, using the straight-line method. Capitalized interest is recorded in connection with the development of new hotels and is amortized over the estimated useful life of the related asset.

Impairment of Long-Lived Assets
Property, equipment, and other long-lived assets are reviewed periodically for possible impairment. The Company evaluates whether current facts or circumstances indicate that the carrying value of the assets to be held and used may not be recoverable. If such circumstances are determined to exist, an estimate of undiscounted future cash flows produced by the long-lived asset, or the appropriate grouping of assets, is compared to the carrying value to determine whether impairment exists. If an asset is determined to be impaired, the loss is measured based on quoted market prices in active markets, if available. If quoted market prices are not available, the estimate of fair value is based on various valuation techniques, including discounted value of estimated future cash flows or market appraisals. The Company reports an asset to be disposed of at the lower of its carrying value or its estimated net realizable value.

During 2020 management determined a triggering event existed t due to the impacts of the COVID-19 pandemic on the Company (Note 1). Expected undiscounted cash flows of real estate assets for owned hotels were assessed against carrying value of the asset group to determine if there was an impairment. Based upon the analysis performed the expected undiscounted cash flows exceeded the carrying value and no impairment was recorded during 2020.

The Company recognized pretax impairment losses of $0, $0 and $12,036 for the years ended December 31, 2020, 2019 and 2018, respectively, which are included in general and administrative in the consolidated statements of operations. Impairment losses recognized in 2018 primarily relate to AB fixed asset impairments.

Goodwill
Goodwill represents the cost of acquired businesses in excess of the fair value of identifiable tangible and intangible net assets purchased. The Company tests goodwill for impairment on an annual basis, or more frequently if events or changes in circumstances indicate that the asset might be impaired, based on a number of factors, including operating results, business plans, and future estimated cash flows. Recoverability of goodwill is evaluated using a two-step process. The first step involves a comparison of the fair value of the reporting unit with its carrying value. The Company considers its regions to be reporting units when it tests for goodwill impairment based on how it manages the business. If the carrying value of the reporting unit exceeds its fair value, the second step of the process involves a comparison of the fair value and carrying value of the goodwill of the reporting unit. If the carrying value of the goodwill of the reporting unit exceeds the fair value of that goodwill, an impairment loss is recognized in an amount equal to the excess.

During the fourth quarter of 2020, 2019 and 2018, the Company completed its goodwill impairment assessment. The Company recorded no goodwill impairment charges in 2020, 2019 or 2018.

The change in the carrying amount of goodwill for the years ended December 31, 2020 and 2019 was as follows:

Balance as of December 31, 2018	$	20,465
Translation adjustments		
Radisson Hotels Asia Pacific Pty Ltd		(107)
Balance as of December 31, 2019		20,358
Translation adjustments		
Radisson Hotels Asia Pacific Pty Ltd		1,254
Balance as of December 31, 2020	$	21,612

Intangible Assets, Net
Intangible assets represent the fair value of identifiable intangible assets acquired in business combinations or the purchase of a specific asset group. Identifiable intangibles with finite lives are amortized and those with indefinite lives are not amortized. The estimated useful life of an identifiable intangible asset with a finite life is based on a number of factors, including the effects of demand, competition, contractual relationships, and other business factors. The useful life of identifiable intangible assets ranges from three years to 26 years, and is amortized principally using the straight-line method for financial reporting purposes. The amortization method reflects an appropriate allocation of the costs of the intangible assets to earnings in proportion to the amount of economic benefits obtained by the Company in each reporting period.

The Company tests identifiable intangible assets, not subject to amortization, for impairment on an annual basis, or more frequently if events or changes in circumstances indicate that the asset might be impaired, relying on a number of factors, including operating results, business plans, and estimated future cash flows. Identifiable intangible assets that are subject to amortization are evaluated for impairment using a process similar to that used to evaluate other depreciable long-lived assets. The impairment test for identifiable intangible assets, not subject to amortization, consists of a comparison of the fair value of the intangible asset with its carrying value. Impairment is recognized for the amount by which the carrying value exceeds the fair value of the asset.

During the fourth quarter of 2020, 2019 and 2018, the Company completed its annual impairment test for indefinite lived intangible assets. The Company recorded no intangible asset impairment charges in 2020, 2019 or 2018.

Loyalty Program Fund
Club Carlson, the Company's global frequent guest loyalty program, changed its name to Radisson Rewards^{SM}, effective March 6, 2018. Participating members earn points based on spending at the Company's owned, franchised, leased, and managed properties and through participation in affiliated partners' programs. Points are tracked on members' behalf and can be redeemed for stays at participating Company owned, franchised, leased, and managed properties, as well as through other redemption opportunities with third parties, such as conversion to airline miles. Properties are charged a program fee based on hotel guest expenditures.

The Company determines the value of the loyalty program obligation using statistical formulas that project the timing of future point redemptions and include an estimate for points that will never be redeemed. Prior to the adoption of ASC 606 (see adopted Accounting Standards later in Note 1), any change in the obligation of the Loyalty Program Fund was treated on a net basis and recorded in the accrued liabilities section of the consolidated balance sheet. Refer to Revenue Recognition policy later in Note 1 for accounting policy subsequent the adoption of ASC 606.

Starting in 2019 with the adoption of ASC 606, the Company's loyalty program revenues and costs of redemption are presented net in revenue on the statement of operations at the time of point redemption. Consideration received from hotels when members earn points will be deferred until the customer redeems the points. An estimate of revenue related to points not expected to be redeemed ("breakage") is recognized at the time of redemption when the performance obligation has been fulfilled. Prior to the adoption of ASC 606, the Company's policy was to recognize point revenue, breakage, and point expense upon point issuance.

Marketing Funds
The Company administers several brand specific marketing funds on behalf of the system hotels. These funds include the Radisson Domestic Marketing Contribution and Fund ("Radisson Fund"),

the Country Inns & Suites Marketing Fund (“CMF”), the Park Plaza Marketing Fund (“PPMF”), and the Park Inn Marketing Fund (“PIMF”) (collectively, the “Marketing Funds”). The Marketing Funds were each established to provide various services, including marketing, advertising, reservation systems, training programs, and/or public relations, for all hotels in the various brand systems under the terms of the respective license agreements. The Company is ultimately liable for the obligations of the Marketing Funds. Cumulative fund deficits were charged against operations based on management’s assessment of ultimate collectability or as a result of the terms of the related contracts. Refer to Revenue Recognition policy later in Note 1 for accounting policy subsequent the adoption of ASC 606. Starting in 2019 with the adoption of ASC 606, the Company’s Marketing Fund revenues and expenses are presented gross on the statement of operations.

AB and Radisson Hotels Asia Pacific Investment Pte. Ltd. (“RHAPI”) also administer marketing funds on behalf of their systems of hotels. AB and RHAPI license / management agreements require payment of marketing fees. The fees were intended to reimburse AB and RHAPI for expenses associated with advertising and marketing programs. Marketing fees received by AB from its properties, through October 2020, were included in revenue in the consolidated statements of operations. RHAPI serves as an agent in administering the marketing programs; therefore, the marketing fee revenues that were collected were netted against the marketing fee expense incurred by RHAPI.

Customer Deposits
Customer deposits consist primarily of payments received in advance of hotel customer stays and are recognized as revenue when the stay occurs.

Revenue Recognition
Starting in 2019, revenue is recognized in accordance with ASC 606. Revenue is recognized when control is transferred to customers.

One-time fees assessed to franchisees and commissions paid to developers related to executing, transferring, and renewing license agreements is recognized over the course of the initial term of the franchise or management agreement. Before the transition to ASC 606, the company recognized revenue and expense upon execution of the contract. The Company has used the modified retrospective approach when the guidance is implemented in the December 31, 2019 consolidated financial statements.

Revenue consists of the following:

- Management fees, which are generally determined as a percentage of total hotel sales and gross operating profit or cash flow, as defined in the respective management agreements, are recognized as services are performed. Management fees are performance obligations that are considered a series of distinct services. At December 31, 2020, the Company had 92 managed properties that were open.

- Continuing franchise fees, which are generally determined as a percentage of franchisee gross room revenue, as defined, are recognized in the period earned. Franchise fees are performance obligations that are considered a series of distinct services. At December 31, 2020, 668 franchises were open.

- Proceeds from the sale of hotel rooms, food, and beverage at Company owned or leased hotels are recognized in the period earned. As of December 31, 2020, the Company had 4 owned properties.

- Cost reimbursements from managed and franchised properties in the United States primarily relate to payroll costs at managed properties where the Company is the employer. Since the reimbursements are made based upon the costs incurred with no added margin, these revenues and corresponding expenses have no effect on the Company's operating income or net income.

At December 31, 2020, the Company had 224 agreements in effect for hotels that were not yet open.

Leases
At the inception of each lease, the Company performs an evaluation to determine whether the lease is an operating or capital lease.

For operating leases, the Company recognizes rent expense on a straight-line basis over the lease term. The lease term used for straight-line rent expense is calculated from the date the Company is given control of the leased premises through the end of the lease term, which may include a rent holiday period prior to the Company opening the hotel on the leased premises. Differences between the amount paid and amounts expensed are recorded as deferred rent. Certain leases contained provisions that required additional rental payments based upon the greater of an annual base rent amount or sales volume ("contingent rent"). Contingent rentals were accrued each period as the liabilities were incurred. The Company's operating leases generally have fixed terms ranging from three to 95 years.

Leased property meeting capital lease criteria is capitalized and the present value of the related lease payments is recorded as a liability. The present values of the minimum lease payments are calculated utilizing the lower of the Company's incremental borrowing rate or the lessor's interest rate implicit in the lease, if known by the Company. Amortization expense of capitalized leased assets is recognized using the straight-line method over either the shorter of the estimated useful life of the asset or the lease term and is included in depreciation and amortization in the consolidated statements of operations.

Insurance Reserves
The Company insures its property, casualty, liability, and workers' compensation risks through policies from outside insurance companies.

The Company's U.S. operations employee medical programs are self-insured and retain a portion of expected losses. Accrued liabilities for self-insurance are recorded based on the present value of actuarial estimates of the amounts of incurred and unpaid losses. In determining the estimated liability, management, with the assistance of an actuary, develops assumptions based on the average historical losses on claims incurred, actuarial observations of historical claim loss development, and the actuary's estimate of unpaid losses for each loss category. As of December 31, 2020, the Company was insured via stop loss insurance through a third-party insurer.

Advertising
The Company's advertising costs are charged to expense as incurred. Advertising expenses totaled $16,982, $41,777 and $52,998 for the years ended December 31, 2020, 2019 and 2018, respectively, and are recorded in hotel operating for owned hotel properties and general and administrative for all other advertising costs in the consolidated statements of operations.

Start-Up Costs and Preopening Expenses
Expenditures related to opening new hotels are recognized over the life of the pre-opening agreement. Prior to the adoption of ASC 606, expenditures related to opening new hotels were expensed as incurred.

Income Taxes
The Company files its own consolidated federal tax return. Deferred tax assets and liabilities are computed based on the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate. The Company recognizes interest and penalties on uncertain tax positions as components of income taxes in the consolidated statements of operations. There was no material interest or penalties included in these statements for any of the years presented.

Fair Value Measurement
The Company determines the fair market values of its financial assets and liabilities, as well as nonfinancial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in U.S. GAAP. The Company measures its financial assets and liabilities using inputs from the following three levels of the fair value hierarchy.

The three levels are as follows:

Level 1 Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2 Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 Includes unobservable inputs that reflect the Company's assumptions about the assumptions that market participants would use in pricing the asset or liability. The Company develops these inputs based on the best information available.

Fair value of financial instruments, include cash and equivalents, accounts and notes receivable, accounts payable, accrued liabilities, and long-term debt.

The Company estimated the fair value of its interest rate swap, based on mid-market data from a third-party provider in 2019 and 2018. The interest rate swap was settled in 2020.

The Company accounts for derivative financial instruments utilizing the authoritative guidance in ASC Topic 815, *Derivatives and Hedging* (ASC 815). Unrealized gains and losses on all derivatives are recognized in other assets and other long-term liabilities, respectively, on the consolidated balance sheets at fair value. Changes in the fair value of derivatives that are highly effective and designated as cash flow hedges are recorded in accumulated other comprehensive income (loss) until the contracts are settled.

The Company measures certain assets, including its investment in affiliate, property, plant and equipment, intangible assets and goodwill, at fair value on a nonrecurring basis when they are deemed to be other than temporarily impaired. The fair values of these assets are determined based on valuation techniques using the best information available, and may include quoted market prices, market comparable, and discounted cash flow projections. These fair value measurements are considered Level 3.

Comprehensive (Loss) Income
In 2020 and 2019, comprehensive (loss) income includes net (loss) income, changes in unrealized gain or loss on interest rate swaps and foreign currency translation adjustments. In 2018, comprehensive (loss) income also included defined benefit pension plan adjustments.

Foreign Currency
Non-U.S. subsidiaries' assets and liabilities are translated to U.S. dollars at year-end exchange rates. Income and expense items are translated at average rates of exchange prevailing during the year. Translation adjustments are accumulated as a separate component of equity because the local currency is the functional currency.

Gains and losses from foreign currency transactions are included in operations and represent a net gain (loss) of $(3,774), $(997) and $1,696 in 2020, 2019 and 2018, respectively, and are recorded in general and administrative in the consolidated statements of operations.

Adopted Accounting Standards
In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, Revenue from Contracts with Customers, and subsequently issued additional ASUs amending the ASU throughout 2017 (collectively, ASC 606, Revenue from Contracts with Customers). The Company adopted ASC 606 on January 1, 2019. The Company's revenue recognition policy under ASC 606 is described in Note 1 and related additional disclosures in Note 3. The Company adopted ASC 606 using the modified retrospective method of adoption. Prior periods have not been restated. The cumulative net impact of the adoption on January 1, 2019, was an increase to retained earnings of $19,864, primarily related to the change in accounting for the loyalty program, the marketing fund, initial fees, and prepaid commissions.

2. Divestitures and Acquisitions

Gain (loss) on divestitures of investments, net in the consolidated statements of operations for 2020, 2019 and 2018 is as follows:

	2020	2019	2018
Radisson Hospitality AB	$ -	$ -	$ (14,647)
CM Chicago	-	-	18,911
Other	-	-	(23)
	$ -	$ -	$ 4,241

Radisson Hospitality AB
On November 13, 2018, the Company sold its 50.95% ownership interest in Radisson Hospitality AB. The purchase price paid by Aplite Holdings amounted to $342,295. All balance sheet items relating to AB were removed as of November 13, 2018 including cash of $292,750, resulting in proceeds from sale, net of cash, of $49,545. The results of Radisson Hospitality AB are included in the results of the Company through November 13, 2018 and is not presented as a discontinued operation, as the sale of the AB ownership interest was not deemed to be a strategic shift on Radisson Hospitality's operations. The transaction resulted in a pre-tax loss of $14,647.

AB revenue and net income within the consolidated statements of operations for the year ended December 31, 2018 is as follows:

	2018
Revenue	$ 947,433
Net income	13,476

Prior to October 21, 2020, the Company held a master franchise agreement with Radisson Hospitality AB for which the Company earned continuing royalty fees, which were determined as a percentage of gross room revenue and recognized in the period earned. On October 21, 2020, the Company terminated this agreement and entered a new agreement with AB, in which the Company is a master franchisee of AB, with exclusive rights in the United States. See additional discussion in Note 1. As of December 31, 2020, Radisson Hospitality AB had 196 managed properties, 183 franchised properties, and 58 leased properties.

CM Chicago
In 2012, the Company, through its joint venture of CM Chicago, sold 37.5% of its ownership in the Radisson Blu Aqua. As part of the sale agreement, CM Chicago holds the requirement to fund operations; therefore, the gain was deferred at time of sale. In 2018, the Company re-evaluated the current facts and circumstances of this requirement and does not expect to need to fund operations for the remainder of the contract; therefore, the Company recognized a gain of $18,911 which is included in (gain) loss divestitures in the consolidated statement of operations. See additional discussion in Note 6.

3. Revenues from Contracts with Customers

Contract Liabilities
As of December 31, 2020, the Company had $70,434 of deferred revenues related to unsatisfied performance obligations related to Radisson Rewards and $4,003 of deferred revenues related to unsatisfied performance obligations related to Radisson Rewards for Business that will be recognized as revenues when the points are redeemed. The liability balance as of December 31, 2019 was $73,769 for Radisson Rewards and $4,860 for Radisson Rewards for Business.

Performance Obligations
Approximately $12,150 and 29,001 of the Company's total revenues for the years ended December 31, 2020 and 2019, are recognized when control transfers based upon the service being completed. Of these sales, the gross revenues are recognized upon completion of our performance obligation to transfer control to the customer, which is when the service is completed. The transaction price for our performance obligation is generally fixed based on what was agreed upon in the contract.

Approximately $13.074 and 40,086 of the Company's total revenues for the years ended December 31, 2020 and 2019, are attributable to the service being performed that is not distinct and tied to the franchise contract. Of these revenues, the Company satisfies a performance obligation and recognizes revenue over the course of the contract. The transaction price for our performance obligation is generally fixed and readily determinable upon contract inception and is not contingent upon the occurrence or nonoccurrence of another event.

Approximately $173,102 and $320,534 of the Company's total revenues for the years ended December 31, 2020 and 2019, are considered to be a series of distinct services. Of these revenues, the Company satisfies a performance obligation and recognizes revenue in the series of distinct services over the service period, which is generally monthly. The transaction price for our performance obligation is generally fixed based on contractually agreed upon rates within franchise agreements and activity.

4. Property, Equipment, and Improvements, Net

Property, equipment, and improvement, net at December 31, 2020 and 2019, consists of the following:

	2020	2019
Land	$ 7,316	$ 7,316
Buildings	154,669	154,703
Furniture, fixtures, and equipment	60,100	58,399
Capitalized software	71,755	71,692
Construction in progress	693	1,652
Total property, equipment, and improvements	294,533	293,762
Less: Accumulated depreciation and amortization	(169,470)	(159,461)
Property, equipment, and improvements, net	$ 125,063	$ 134,301

Depreciation and amortization expense for 2020, 2019 and 2018 was $10,267, $10,962 and $51,681, respectively, and is included in depreciation and amortization in the consolidated statements of operations.

5. Intangible Assets, Net

Amortizable intangible assets at December 31, 2020 and 2019, consist of the following:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
December 31, 2020			
Customer relationships	$ 273	$ (211)	$ 62
Reacquired franchise rights	$ 5,227	$ (5,227)	$ -
Favorable operating lease agreements	$ 1,000	$ (539)	$ 461
Other	$ 707	$ (405)	$ 302
	$ 7,207	$ (6,382)	$ 825
December 31, 2019			
Customer relationships	$ 273	$ (193)	$ 80
Reacquired franchise rights	5,227	(4,666)	561
Favorable operating lease agreements	1,000	(446)	554
Other	1,080	(759)	321
	$ 7,580	$ (6,064)	$ 1,516

Amortization expense was $699, $702 and $6,720 for 2020, 2019 and 2018, respectively, and is included in depreciation and amortization in the consolidated statements of operations. Future estimated amortization expense for amortizable intangible assets is $138 in 2021, $138 in 2022, $129 in 2023, $120 in 2024 and $120 in 2025.

The amortization expense relating to favorable operating lease arrangements is recorded in general and administrative in the consolidated statements of operations.

Intangible assets not subject to amortization at December 31, 2020 and 2019 consist of the following:

	2020	2019
Trademarks	$ -	$ 5,390
Territory rights	700	700
	$ 700	$ 6,090

The trademarks were sold to a related party during 2020. See additional discussion in Note 14.

6. Investments in Unconsolidated Affiliates

Investments in unconsolidated affiliates at December 31, 2020 and 2019, consist of the following:

	2020	2019
Assets		
Investments in other unconsolidated affiliates	$ 3,334	$ 3,334

Other Investments
The Company has investments in three other associated companies, joint ventures, and affiliated companies, which are accounted for using the equity or cost method of accounting. Earnings of

$0, $0 and $45 related to these investments were recognized in equity in net earnings of unconsolidated affiliates in the consolidated statements of operations in 2020, 2019 and 2018, respectively.

CM Chicago (Radisson Blu–Aqua)
The Company is a 50% member of CM Chicago, LLC ("CM Chicago"), a limited liability company, which owned and operated the Radisson Blu—Aqua hotel in Chicago, Illinois. The Company accounts for its investment in CM Chicago under the equity method.

Earnings (losses) of $0, $0 and $28 were recognized in equity in net earnings (losses) of unconsolidated affiliates in the consolidated statements of operations in 2020, 2019 and 2018, respectively. In 2018, the Company re-evaluated the current facts and circumstances and does not expect to need to fund operations; therefore, the Company recognized a gain of $18,911 which is included in (gain) loss on divestitures in the consolidated statement of operations. Additionally, in 2018, the Company impaired its remaining investment in CM Chicago and recorded pretax impairment losses of $6,176 in the general and administrative expenses in the consolidated statement of operations.

7. Accrued Liabilities

Accrued liabilities at December 31, 2020 and 2019, consist of the following:

	2020	2019
Loyalty and award programs	$ 31,175	$ 32,328
Accrued guarantee payments (Note 10)	13,238	-
Payroll	7,609	13,394
Other	19,687	28,053
	$ 71,709	$ 73,775

8. Long-Term Debt

At December 31, 2020 and 2019, long-term debt consists of the following:

	2020	2019
Long-term debt, 1.99%, due May 23, 2022	$ 70,863	$ 20,013
Long-term debt, 10.00% at December 31, 2020 due June 16, 2025 to a related party	24,597	-
Country Inn & Suites owned hotel mortgage notes, paid during 2020	-	20,264
Radisson Blu owned hotel mortgage notes collateralized by underlying assets, average debt obligations, 8.25%, installments through April 2021	27,279	27,935
Radisson Blu owned hotel mortgage notes collateralized by underlying assets, average debt obligations, 8.82%, installments through 2035	33,091	34,131
Radisson Red owned hotel debt, 3.4% at December 31, 2020 installments through 2024 due to related party	21,954	19,994
Capitalized leases, 4.65% at December 31, 2020, installments through 2021	1	6
Debt issuance costs	(1,589)	(2,030)
Total long-term debt	176,196	120,313
Less: Current maturities	28,419	2,148
Total long-term debt—noncurrent portion	$ 147,777	$ 118,165

On July 6, 2018, AB issued $283,532 of senior secured notes, or bonds, due 2023 and carrying interest of 6.875%. The transaction costs occurred and capitalized in connection with notes issuance amounted to $10,743. The bonds and capitalized transaction costs relating to AB were removed from the balance sheet as of November 13, 2018 as referred to in Note 2.

On March 12, 2019, the company entered into a line of credit agreement with a third-party lending institution with the ability to borrow up to $10,000. Borrowings of $10,000 were taken against the line, and subsequently repaid when the line was closed on May 24, 2019.

On May 24, 2019, the Company entered into a new line of credit agreement ("Credit Agreement") with the same third-party lending institution as the paragraph above with the ability to borrow up to $75,000. In October 2020 the Company amended its credit agreement, which adjusted certain financial and non-financial covenants effective June 30, 2020, as discussed below. The line of credit, which matures on May 23, 2022, bears a variable interest rate of LIBOR plus 1.38%. As of December 31, 2020, the actual interest rate was 1.99% and $70,863 is outstanding. The company had $4,137 available for letters of credit under the facility at December 31, 2020. Issued and outstanding letters of credit were $4,028 at December 31, 2020.

The Credit Agreement includes certain financial and non-financial covenants including a material adverse effect clause. At March 31, 2020 the Company was in violation of the minimum leverage ratio covenant required by the Credit Agreement. As a result, the Company executed an amendment to its outstanding Credit Agreement on October 21, 2020. The amendment removes the otherwise violated covenant bringing the Company into compliance retroactively at March 31, 2020, thereby eliminating the lender's ability to call the debt obligations current at March 31, 2020 as a result of non-compliance with the minimum leverage ratio. The amendment also removed the minimum coverage ratio from the financial covenants. The amendment added a new minimum liquidity covenant of $30,000 in available cash and a requirement for JinJiang International Holdings Co Ltd, the Company's indirect parent, to maintain an irrevocable standby letter of credit in the amount of $75,000 as collateral for the debt. The Company is in compliance with all financial covenants as of December 31, 2020.

On October 11, 2019, Radisson RED Minneapolis entered into a debt agreement with AB, a related party. The principal amount of the loan is €17,850 and the interest rate is 3.4% per annum. During 2020 and 2019, respectively, foreign currency transaction loss of $1,959 and $298 was included in general and administrative costs on the statement of operation as a result of converting the loan to USD. The equivalent amount of the loan outstanding in US Dollars is $21,954 as of December 31, 2020. The loan matures October 11, 2024.

On June 16, 2020, the Company entered into a debt agreement with AB, a related party. The principal amount of the loan is €20,000 and the interest rate is 10.0% per annum. During 2020 foreign currency transaction loss of $2,102 was included in general and administrative costs on the statement of operation as a result of converting the loan to US Dollars. The equivalent amount of the loan outstanding in USD is $24,597 as of December 31, 2020. The loan matures June 16, 2025.

Short-term notes payable of $2,971 in 2020 primarily represent loans taken out under the U.S. Small Business Administration's Paycheck Protection Program. All conditions of the loans are being followed, and they are expected to be forgiven in 2021.

As of December 31, 2020, future payments on long-term debt and capital lease obligations are due as follows:

Year Ending December 31,	Short-Term Notes	Long-Term Debt	Capital Leases
2021	$ 2,971	$ 28,419	$ 1
2022	-	72,118	-
2023	-	1,370	-
2024	-	23,443	-
2025	-	26,222	-
Thereafter	-	26,212	-
	$ 2,971	$ 177,784	$ 1

9. Other Long-Term Liabilities

Other long-term liabilities at December 31, 2020 and 2019 consist of the following:

	2020	2019
Accrued ground rent	$ 17,179	$ 15,346
Long-term incentive plan	2,820	2,005
Deferred compensation liability	12,104	12,882
Deferred one time fees	16,084	17,448
Deferred points revenue	43,262	46,350
Other	8,423	9,544
	$ 99,872	$ 103,575

10. Commitments and Contingencies

Operating Leases

The Company has entered into noncancelable operating lease agreements, primarily for hotel facilities and office space. Future minimum lease payments at December 31, 2020, are as follows:

Year Ending December 31,	
2021	$ 3,571
2022	1,510
2023	1,505
2024	1,524
2025	1,547
Thereafter	265,269
	$ 274,926

Lease expense for operating leases was $6,644, $7,945 and $228,165 for 2020, 2019 and 2018, respectively, and is included in general and administrative in the consolidated statements of operations.

Revenue from subleases recognized in 2020, 2019 and 2018 was $388, $528 and $3,036, respectively. The expected future sublease payments to be received from all fixed rent agreements at December 31, 2020, are as follows:

Due in one year or less	$ 397
Due after one year through five years	-
	$ 397

Litigation Matters
The Company has been named as defendant in several lawsuits in the normal course of business. Management believes that the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows.

Guarantees
The Company has entered into agreements that contain certain guarantees. At the time a company issues a guarantee, the Company recognizes an initial liability for the fair value of the obligations it assumes under the guarantee. The fair value is assessed annually, and the Company discloses that information in its financial statements.

In April 2005, the Company entered into a long-term management arrangement to manage 11 hotel properties owned by Hospitality Properties Trust ("HPT"). In September of 2019 HPT changed its name to Service Properties Trust ("SVC"). In conjunction with the management arrangement, the Company entered into a guarantee with SVC to fund any shortfalls in the payment of the SVC owner's priority stipulated in the management agreement up to a maximum amount of $40,000. In June 2018, the Company amended the agreement with SVC which increased the guarantee to $46,000 and reduced the managed properties to 9. Subsequent capital infusions under the agreement by SVC into the hotel properties increased the guarantee to $47,523. Payments under the guarantee of $29,501, $1,343 and $0, were made in 2020, 2019 and 2018, making the cumulative guarantee payments under the agreement $34,285, $4,784 and $3,441 through 2020, 2019 and 2018, respectively. Given the impact of the COVID-19 pandemic, it is probable that the total guarantee will be reached in 2021. Accordingly, a liability of $13,238 was recorded as of December 31, 2020 in accrued liabilities within the consolidated balance sheets. No liability was recorded in 2019 within the consolidated balance sheets.

11. Employee Benefit Plans

Employee Medical Insurance
The Company provides health and dental benefits to qualified employees. The health and dental benefits are paid using the general assets of the Company. Health and dental insurance expense was $5,844, $6,500 and $6,503 in fiscal years 2020, 2019 and 2018, respectively.

Defined Contribution Plans
The Company offers 401(k) savings and investment plans to eligible employees. The Company contributes funds to these plans up to a maximum percentage of each employee's annual investment. As part of the COVID-19 pandemic mitigating actions discussed in Note 1, the Company funding of these plans was suspended, beginning in April 2020.

The Company provides a deferred compensation plan to certain members of management. The deferred compensation liability was $12,104 and $12,882 as of December 31, 2020 and 2019, respectively, and is included in other long-term liabilities in the consolidated balance sheets.

AB offered defined contribution plans to its employees. These plans primarily covered retirement, sick leave, and family pensions. The premiums were paid regularly during the year by group companies to difference insurance companies. The size of the premium was based on wages.

The expense related to the Company's defined contribution plans for the years ended December 31, 2020, 2019 and 2018, respectively, consist of the following and is included in hotel operating for owned hotel properties and general and administrative for all other in the consolidated statements of operations:

	2020	2019	2018
401(k) savings and investment plans	$ 870	$ 2,310	$ 1,884
Deferred compensation	1,389	1,763	1,502
AB—defined contribution plans	-	-	6,359
Radisson Hotels Asia Pacific	575	822	692
	$ 2,834	$ 4,895	$ 10,437

Long-Term Incentive Compensation Plans
The Company has a long-term incentive compensation plan which awards units to certain key executives. Annually, the Board of Directors approves and updates the Long-Term Incentive Compensation Plan ("LTIP"). Under LTIP, units issued to eligible executives vest over three to four years and the value of the units is determined annually based on operating performance.

The net expense as of December 31, 2020, 2019 and 2018, respectively, consists of the following and is included in general and administrative in the consolidated statements of operations:

	2020	2019	2018
LTIP	$ 1,677	$ 1,378	$ 2,110

The following table provides additional information regarding the long-term incentive compensation liabilities recorded in accrued liabilities and other long-term liabilities in the consolidated balance sheets as of December 31, 2020 and 2019:

	2020	2019
Accrued liabilities	$ 16	$ 1,308
Other long-term liabilities	2,820	2,005
Total LTIP	$ 2,836	$ 3,313

12. Comprehensive Loss

The following table provides a reconciliation of the components of accumulated other comprehensive (loss) income, net of tax, at December 31, 2020, 2019 and 2018:

	Attributable to The Company			
	Foreign Currency Translation and Other	Defined Benefit Pension Plan Adjustment	Total Attributable to The Company	Noncontrolling Interest
Balances as of December 31, 2017	$ (12,569)	$ 69	$ (12,500)	$ (34,879)
Foreign currency translation and other	(27,776)	32	(27,744)	(17,297)
Unamortized actuarial gains—net (a)	-	73	73	70
AB Sale (b)	39,155	-	39,155	52,106
Other comprehensive loss	11,379	105	11,484	34,879
Balances as of December 31, 2018	(1,190)	174	(1,016)	-
Foreign currency translation and other	823	-	823	(7)
Interest rate swap derivative	(754)	-	(754)	-
Other comprehensive loss	69	-	69	(7)
Balances as of December 31, 2019	(1,121)	174	(947)	(7)
Foreign currency translation and other	(3,201)	-	(3,201)	-
Interest rate swap derivative	493	-	493	-
Other comprehensive loss	(2,708)	-	(2,708)	-
Balances as of December 31, 2020	$ (3,829)	$ 174	$ (3,655)	$ (7)

(a) Amortization of net actuarial gains is recognized as part of net periodic pension expense within general and administrative in the consolidated statement of operations.

(b) The Company recognized $39,155 in accumulated other comprehensive income as part of the sale of AB referred to in Note 2. This noncash item was recorded within (gain) loss on divestitures in the consolidated statement of operations.

13. Taxes

The income tax expense for the years ended December 31, 2020, 2019, and 2018, consists of the following:

	2020	2019	2018
Current			
Federal	$ -	$ -	$ 1,870
Foreign	311	2,980	35,092
State and local	1,370	105	184
Deferred	68,946	8,190	(400)
	$ 70,627	$ 11,275	$ 36,746

A reconciliation of income taxes computed at the federal statutory rate for 2020, 2019, and 2018, to the effective tax rate in the consolidated statements of operations is as follows:

	2020	2019	2018
Federal income taxes at statutory rate	21.0 %	21.0 %	21.0 %
State income taxes—less federal income tax benefit	1.1	3.7	1.3
Foreign income taxes	(2.9)	3.1	7.3
Valuation allowance	(84.5)	0.0	(0.1)
US Tax Cuts and Jobs Act	0.0	8.1	2.7
Permanent differences and other	1.4	0.6	17.8
	(63.9)%	36.5 %	50.0 %

On December 22, 2017, the Tax Cuts and Jobs Act (hereafter referred to as “U.S. tax reform”) was signed and enacted into law. In 2018, the Company completed its determination of the accounting implications of the U.S. tax reform and recorded an adjustment to tax expense of $2,188.

In addition to the adjustment for U.S. tax reform, in 2018, the Company’s income tax rate was impacted by withholding taxes and interest disallowance in AB, with a decrease to the impact on the sale of AB.

Deferred income tax assets of $118,633 and $217,316 as of December 31, 2020 and 2019, respectively, result primarily from intangible assets and goodwill, net operating losses, deferred compensation, and certain financial accruals not currently deductible for income tax reporting purposes. As part of the Trademark Sale Transaction referred to in Note 1, the Company decreased deferred tax assets by $144,026. Deferred income tax assets relating to AB were removed from the balance sheet as of December 31, 2018 as referred to in Note 2.

Deferred income tax liabilities of $8,789 and $3,962 as of December 31, 2020 and 2019, respectively, result primarily from certain financial accruals currently deductible for income tax reporting purposes. Deferred income tax liabilities relating to AB were removed from the balance sheet as of December 31, 2018 as referred to in Note 2.

The Company has recorded a valuation allowance against its net deferred income tax assets of $108,878 as of December 31, 2020 due to the uncertainty of realizing these net deferred tax assets.

As of December 31, 2020 and 2019, the Company had potential tax benefits from foreign net operating loss carryforwards totaling $20,197 and $18,362, respectively, which are available to offset future taxable income. These foreign net operating losses generally do not expire. The Company has recorded a valuation allowance against these losses of $19,766 and $18,362 as of December 31, 2020 and 2019, respectively, due to the uncertainty of realizing these carryforwards as many foreign entities file separate returns. Net operating loss carryforwards and any corresponding valuation allowances relating to AB were removed from the balance sheet as of December 31, 2018 as referred to in Note 2.

As of December 31, 2020 and 2019, the Company has potential tax benefits from federal net operating loss carryforwards totaling $26,031 and $16,666, respectively, which are available to offset future taxable income. The Company's potential tax benefits from federal net operating losses may be limited due to change in ownership from HNA to Aplite. The Company has recorded a valuation allowance against these federal net operating losses of $26,031 as of December 31, 2020 due to the uncertainty of realizing these carryforwards. The Company has approximately $4,697 and $2,817 of potential tax benefits from state net operating losses excluding federal benefit as of December 31, 2020 and 2019, respectively, which generally expire between 2023 and 2040. The Company has recorded a valuation allowance against these state net operating losses of $4,697 as of December 31, 2020 due to the uncertainty of realizing these carryforwards.

The Company files income tax returns in the U.S. federal jurisdiction, and various state and foreign jurisdictions. The determination of annual income tax expense takes into consideration amounts which may be needed to cover exposures for open tax years. The Company closed its examination from the Internal Revenue Service for its 2016 federal return during 2020 with no material changes. The Internal Revenue Service has not notified the Company of any future examinations. However, various state and foreign income tax returns are under examination and other state and foreign returns remain open to examination. The Company does not expect the liabilities for unrecognized tax benefits to change by a significant amount during the next 12 months.

14. Other Related-Party Transactions

In addition to the related-party transactions noted elsewhere within the notes to the consolidated financial statements, the Company has other significant transactions with related parties. These transactions are described below.

During 2019, the Company transferred all costs related to its new IT and Web Design platforms to Radisson Hospitality Belgium BVBA, a subsidiary of AB, as part of a project to achieve a non-fragmented approach to the intellectual property of the platforms. Total capitalized assets of $71,736 and operating costs of $34,562 for a total of $106,298 were transferred.

The Company engages in various transactions with AB. Charges to the Company for personnel expenses, administrative, and professional services provided by AB totaled $23,199 and $30,695 for 2020 and 2019, respectively, and are recorded in general and administrative in the consolidated statements of operations. The Company charged AB for various services, including IT projects, royalty fees, administrative costs, and reservation fees, which totaled $19,675 and $28,092 for

2020 and 2019, respectively, and are included in revenue in the consolidated statement of operations.

The Company sets off current receivables from AB with current payables to AB, because the two companies intend to only settle net amounts due. As of December 31, 2020, the Company has total net outstanding receivables from AB of $14,802 within receivables from a related party, net. Prior to the Transaction, these charges were eliminated upon consolidated of AB.

15. Restructuring

During 2020 and previous years, the Company announced a plan to restructure various parts of its operations in order to support the Company's long-term growth plans. These changes will provide an operating structure that will support a more effective and efficient use of resources and provide a platform from which key strategic initiatives can progress despite changing economic conditions.

The Company incurred pre-tax restructuring charges, which primarily relate to employee termination benefits, of $4,680, $5,121 and $4,169 for the year ended December 31, 2020, 2019 and 2018, respectively. These charges are included in general and administrative in the consolidated statements of operations. As of December 31, 2020, 2019 and 2018, the Company has paid $3,672, $5,675 and $9,931, respectively, of these amounts.

16. Supplemental Cash Flow Information

The supplemental cash flow information for fiscal years December 31, 2020, 2019 and 2018, is as follows:

	2020	2019	2018
Cash paid for interest, net of amounts capitalized	$ 12,841	$ 10,104	$ 17,456
Unpaid interest expense related to long-term debt-affiliates	-	-	1,317
Cash paid for income taxes	759	6,354	10,242
Notes receivable from related party (Note 1)	210,000	-	-
Non-cash tax impact of Trademark Sale Transaction (Note 1)	(144,026)	-	-
Derecognized intangible assets related to Trademarks (Note 1)	(5,390)	-	-
Unpaid receivable from related party	-	76,121	-
Unpaid Fixed Assets transfer to related party	-	74,190	-
Unpaid purchases of property, equipment, and capitalized software included in accounts payable and accrued liabilities	-	3,843	4,735

17. Subsequent Events

The Company has evaluated events occurring between the end of the most recent fiscal year and March 29, 2021, the date the financial statements were available to be issued. As of March 24, 2021, the Company has received $14,802 in payments from Radisson Hospitality Belgium BVBA related to it's receivable from a related party, net.

As of February 26, 2021, the Company has received $50,000 in payments from HK Finco related to the short-term note receivable with HK Finco discussed in Note 1.

As of March 1, 2021, the Legal Entity Sale Transaction discussed in Note 1 has closed.

EXHIBIT G

APPLICATION

RADISSON HOTEL GROUP AMERICAS

701 Carlson Parkway, Suite 300, MS 4001
Minneapolis, MN 55305 U.S.A.
t: +1 (800) 336-3301
t: +1 (763) 212-3475
www.radissonhotelsamericas.com

FRANCHISE APPLICATION

DATE OF APPLICATION:

BRANDS AVAILABLE FOR FRANCHISING

Radisson BLU	Radisson Hotels International, Inc. (U.S.A.) Radisson Hotels Canada, Inc. (Canada)
Radisson	Radisson Hotels International, Inc. (U.S.A.) Radisson Hotels Canada, Inc. (Canada)
RED Radisson	Radisson Hotels International, Inc. (U.S.A.) Radisson Hotels Canada, Inc. (Canada)
RADISSON COLLECTION	Radisson Hotels International, Inc. (U.S.A.)
RADISSON INDIVIDUALS	Radisson Hotels International, Inc. (U.S.A.) Radisson Hotels Canada, Inc. (Canada)
park inn by Radisson park inn by Radisson RESIDENCES	Park Hospitality LLC (U.S.A.) Park Global Holdings, Inc. (Mexico) Radisson Hotels Canada, Inc. (Canada)
PARK PLAZA	Park Hospitality LLC (U.S.A.)
COUNTRY INN & SUITES BY RADISSON	Country Inn & Suites by Radisson, Inc. (U.S.A.) Radisson Hotels Canada, Inc. (Canada)
RADISSON INN & SUITES	Country Inn & Suites by Radisson, Inc. (U.S.A.)

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APPLICATION

APPLICATION INSTRUCTIONS

- **Obtain the Franchise Disclosure Document**. Prior to completing this application, you must first obtain a Franchise Disclosure Document ("FDD") for the applicable brand through your Radisson Hotel Group ("Radisson") development representative. FDDs for each brand are available in hard-copy format or through electronic download via a secure website. Upon receipt of the FDD, you should *immediately* sign and date the **Receipt** page located at the end of the FDD and return it to your Radisson development representative.

Complete and Submit the Application. Please type your answers and note those items that do not apply by indicating "N/A". Print, sign, and submit the application – along with all the applicable supporting documents for the items listed below to your Radisson Hotel Group development representative**.** To process your application, all questions must be answered completely with all required supplementary items included, and the application must be properly signed. Applicant may also complete the application online once access is granted to Salesforce.com, Inc. and the same data entry is required, although it may appear somewhat different.

APPLICATION CHECKLIST

☐ **FDD Receipt:** Completed and returned.

☐ **Background Information**: Please provide any available related newspaper articles, organization charts, company history write-ups, owner resumes, etc.

☐ **New Construction or Repurposed Building Only**: Include:

- ☐ Preliminary site plan showing the building and porte cochere footprint, brand required landscaping setbacks, and parking area or a metes and bounds survey in lieu of the preliminary site plan if not available.
- ☐ Include any available building elevations, detailed building plans and feasibility/market studies.

☐ **Existing Hotel Conversion Only:** Include:

- ☐ Current year-to-date hotel summary Profit & Loss (P&L) statements, year-end hotel summary P&L statements for most recent three years and appraisal, if available.
- ☐ Existing building plans including site plan, main floor plan, typical floor plan, exterior elevations and enlarged guestroom plans.
- ☐ Release from existing Franchise Agreement or Management Agreement will be required prior to execution of an agreement with Radisson Hotel Group.

☐ **Proof of Ownership–Hotel or Land**: Include a copy of Deed *or* Signed Purchase Agreement *or* Signed Lease.

☐ **Organization Documents**: Copies of Articles of Incorporation/Formation and Bylaws, Operating Agreements, Partnership Agreements and/or Trust Agreements for the applicant entity and each entity that has a direct or indirect equity ownership or beneficial interest in the applicant. If not set forth in these documents, please also provide evidence that each entity is owned as indicated in the organizational chart provided.

☐ **Organizational Structure of License Applicant and its Principals**: Provide a complete organizational chart with corresponding percentages of ownership up to the ultimate individual owners of the applicant.

☐ **Financial Statements:**

If you are applying as an individual, general partnership, or limited partnership, complete and return a signed personal financial statement (with any supplemental schedules) less than six months old for:

- Each/All Principal or partner having a 20% or greater interest in the applicant.
- Each/All general partners regardless of percentage interest.

If you are applying as a trust, corporation, limited liability company or estate please provide:

- The most current year-end P&L Statement and Balance Sheet (if the P&L statement is more than six months old, provide a year-to-date P&L).
- The same information as required above for each trustee, shareholder, member, or partner owning a 20% or greater interest in the applicant entity.
- Applicant entity's financing plan covering the acquisition, renovation and initial operating losses, as applicable.

☐ **Background and Credit Check Authorization:** Please complete and sign the "Background and Credit Check Authorization" forms (included in this application as Attachments A and B) for applicant, applicant's Principal(s), the hotel owner and hotel owners Principal(s) as described in Section II and return them with the completed application. We reserve the right to require a completed Background and Credit Check for any individual or entity in the applicant's or hotel owner's organizational structure based on factors we determine relevant.

☐ **ADA Compliance Certification**: Please provide as applicable.

RETURN 14 DAYS FOLLOWING RECEIPT OF THE FDD

☐ **Application Fee:** Remit application fee (Please refer to the Franchise Disclosure Document for the applicable application fee)

☐ **For Conversion Only**: Remit Product Improvement Plan ("PIP") fee of US$3,000 to the applicable franchisor listed below.

Payee information:

For **Country Inn & Suites® by Radisson and Radisson Inn & Suites** system application:

- Check to: Country Inn & Suites by Radisson, Inc.

For **Park Inn® by Radisson, Park Inn® by Radisson Residences and Park Plaza** system application:

- Check to: Park Hospitality LLC

For **Radisson Blu®, Radisson®, Radisson RED®**, **Radisson Individuals, Radisson Collection** system applications:

- Check to: Radisson Hotels International, Inc.

For **all brands in Canada** system application:

- Check to: Radisson Hotels Canada, Inc.

BRAND:
(Check one)

- ☐ Radisson Blu®
- ☐ Radisson®
- ☐ Radisson RED®
- ☐ Park Inn® by Radisson
- ☐ Park Inn® by Radisson Residences
- ☐ Country Inn & Suites® by Radisson
- ☐ Park Plaza
- ☐ Radisson Individuals
- ☐ Radisson Inn & Suites
- ☐ Radisson Collection

TYPE:
(Check one)

- ☐ New Construction
- ☐ Conversion
- ☐ Change of Ownership (Transfer)
- ☐ New License Agreement for Existing Owner

I. HOTEL LOCATION, DESCRIPTION AND SITE INFORMATION

1. HOTEL/SITE LOCATION

Provide a map with hotel's precise location marked.
Current Brand and Name of Hotel (if a conversion): ______________________________

Proposed full name of Hotel:____

Proposed Hotel Address ____

City______________________State/Province______________Zip/Postal_____________
Country___________________Telephone_________________Fax__________________
County, where applicable ____

2. HOTEL DESCRIPTION AND DEVELOPMENT TIMEFRAME

Date hotel/site will be/was legally acquired (Mo/Day/Year) _____ Date construction/renovation will begin (Mo/Day/Year) _________ Year built

____

Description of planned renovation ____
Capital planned for renovations ____
Date of last renovation (Mo/Day/Year) _____
Description of last renovation ____
Date of current brand expiration or exit opportunity (Mo/Day/Year) _____
Proposed opening date as part of the Radisson Hotel Group system (Mo/Day/Year) _____
Proximity to:
Nearest airport (distance in miles)____Name of Airport ________________________ Nearest major interstate/highway (distance in miles)__________Name/No. of roadway: _____ Corridor type (exterior, interior or both)_________________Number of floors ____
Total Number of Guestrooms ___
Number of King____, Number of Dbl/Queen (or Dbl/Dbl)____, Number of 1-bedroom Suites___________, Number of 2-bedroom Suites_,Number of Studio Suites______, Other _
Number of banquet/meeting rooms______Total square footage ______
Square footage of largest banquet room _____

Parking Spaces total______Surface parking total_______Structured parking total ______
Sprinklers **(Y/N)**
Number of restaurants____, Number of seats in restaurant ___
Meals served daily: Breakfast **(Y/N)** ☐ Lunch **(Y/N)** ☐ Dinner **(Y/N)** ☐
Number of Bars/Lounges____, Number of seats in Lounge ___
Are food, beverage, spa or other facilities now/to be leased to others? **(Y/N)** ____
If yes, Lessee's Name ______________________________
Address______________________________
City______________________________
State/Province________________Zip/Postal Code___________Country ____________
Pool **(Y/N)** ☐ If yes, check one: ☐ Indoor ☐ Outdoor Whirlpool: **(Y/N)** _
Health Club/Fitness Center: **(Y/N)** ☐ If yes, capacity:______ Number of Bays: ___
Guest Elevators: **(Y/N)** ☐ If yes, number: _____
Business Center: **(Y/N)** ☐ If yes, check one: ☐ In Lobby ☐ Separate Space
Please list any other facilities: ______________________________

Property Comp Set: ______________________________

Name of potential architect for the site: ______________________________
Contact Name ______________________________
Address______________________________
City______________________State/Province_______________Zip/Postal______________
Country__________________Telephone__________________Fax __________________

Name of potential interior designer for the site: ______________________________
Contact Name ______________________________
Address______________________________
City______________________State/Province_______________Zip/Postal______________
Country__________________Telephone__________________Fax __________________

3. NEW CONSTRUCTION OR REPURPOSED BUILDING ONLY: SITE INFORMATION

Site Ownership (Check one):
☐ Owned or leased by applicant
☐ Purchase Agreement signed
☐ Option on site
Size of Site______ (Check one) ☐ Acres ☐ Hectares
Current Zoning (Permitted Use of Land) ______________________________
Does this zoning allow for the development of a lodging property**(Y/N)** ☐
Height Restriction______Property Easements ______
List and/or enclose a list of all restrictive covenants, liens, mortgages, encumbrances and servitudes, whether or not recorded. ______________________________

Information of Municipal Authority having jurisdiction over site:

City______________________________________Country__________________________
Contact Name ______________________________
Address______________________________
City______________________State/Province_______________Zip/Postal______________
Country__________________Telephone__________________Fax __________________

II. LICENSE APPLICANT/HOTEL OWNERSHIP/DEVELOPER/MANAGEMENT

1. LICENSE APPLICANT: ENTITY/PERSON THAT WILL ENTER THE AGREEMENT

If "To Be Formed", please indicate so below and complete section "License Applicant's Owners, Officers, and/or Shareholders".
Name of License Applicant (Entity/Company): ______________________________
Same as Entity/Company named on page 16 (signature page).

- For each individual or entity listed in this Section II.1 with a 20% or greater ownership percentage, and for any General Partner in a Partnership, and for any individual or entity signing a guaranty of license agreement, you must attach: 1) certified financial statements; and 2) a completed Background and Credit Check Authorization Form.
- For any individual or entity listed in this Section II.1 that has a 5%-19% ownership percentage, you must attach a completed Background and Credit Check Authorization Form so that we may conduct a limited background check. Please contact your Radisson Hotel Group development representative for alternative procedures if the applicant is a widely held corporation.

License Applicant entity (Check one)
Sole Proprietor ☐ Corporation
☐ General Partnership ☐ Limited Partnership
☐ LLC/P ☐ Other (please specify) ____________
☐

Address______________________________
City______________ State/Province______________ Zip/Postal______________
Country______________ Telephone______________ Fax______________
Email Address______________________________
State/Province of Incorporation ______________________________
Date of Incorporation (m/d/yyyy) ______________________________
If License Applicant is not a sole proprietor, please list other assets and obligations of the License Applicant. (Attach additional pages if necessary.)

____

If License Applicant is not a sole proprietor, please identify the individual who is authorized to execute legal documents on behalf of the License Applicant. ______________________________

License Applicant's Owners, Officers, and/or Shareholders:
List all direct and indirect owners, stockholders, members, or partners of applicant (each a **"Principal"**), as applicable. In the case of a Partnership, indicate whether the individual is a General or Limited Partner. **Attach additional sheets if necessary. The percentage ownership combined total must equal 100%.**

A. Name of License Applicant's Principal ______________________________
Title______________________________ Percentage Ownership ____________
Home Address ______________________________
City______________ State/Province______________ Zip/Postal______________
Country______________ Telephone______________ Fax______________
Email Address______________________________ Date of Birth (m/d/yyyy) ____________
Corporate Address ______________________________
City______________ State/Province______________ Zip/Postal______________
Country______________ Telephone______________ Fax______________
Email Address ______________________________

B. Name of License Applicant's Principal ______________________________
Title______________________________Percentage Ownership __________
Home Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address______________________Date of Birth (m/d/yyyy) __________
Corporate Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address ______________________________

C. Name of License Applicant's Principal ______________________________
Title______________________________Percentage Ownership __________
Home Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address______________________Date of Birth (m/d/yyyy) __________
Corporate Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address ______________________________

D. Name of License Applicant's Principal ______________________________
Title______________________________Percentage Ownership __________
Home Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address______________________Date of Birth (m/d/yyyy) __________
Corporate Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address ______________________________

E. Name of License Applicant's Principal ______________________________
Title______________________________Percentage Ownership __________
Home Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address______________________Date of Birth (m/d/yyyy) __________
Corporate Address ______________________________
City______________State/Province____________Zip/Postal__________
Country____________Telephone______________Fax______________
Email Address ______________________________

F. Name of License Applicant's Principal ______________________
Title ______________________ Percentage Ownership __________
Home Address ______________________
City __________ State/Province __________ Zip/Postal __________
Country __________ Telephone __________ Fax __________
Email Address ______________________ Date of Birth (m/d/yyyy) __________
Corporate Address ______________________
City __________ State/Province __________ Zip/Postal __________
Country __________ Telephone __________ Fax __________
Email Address ______________________

Do any of the above listed Applicants or Principals own or operate other motels, hotels and/or resorts including any Radisson Hotel Group brands? **(Y/N)**_ If yes, provide names, brand, and location:

Applicant	Hotel Brand	Address of Hotel

Have any of the above listed Applicants or Principals previously signed a License Agreement for any Radisson Hotel Group brands, which are not currently operating? **(Y/N)** If yes, provide names, brand, and location:

Applicant	Hotel Brand	Address of Hotel

2. HOTEL OWNER
(IF DIFFERENT THAN THE APPLICANT LISTED IN SECTION II.1, ABOVE)

– For each individual or entity listed in this Section II.2 with a 20% or greater ownership percentage, and for any General Partner in a Partnership, and for any individual or entity signing a guaranty of license agreement, you must attach: 1) certified financial statements; and 2) a completed Background and Credit Check Authorization Form.
– For each individual or entity listed in this Section II.2 that has a 5%-19% ownership percentage, you must attach a completed Background and Credit Check Authorization Form so that we may conduct a limited background check.

☐ **Same as License Applicant**

If different than License Applicant,
Name of Hotel Owner: ______________________
Hotel Owner entity: ☐ Sole Proprietor ☐ Corporation
(Check one) ☐ General Partnership ☐ Limited Partnership
☐ LLC/P ☐ Other (please specify) __________

If Hotel Owner is not a sole proprietor, please identify the individual who is authorized to execute legal documents on behalf of the Hotel Owner. ______________________

Address____
City______________________ State/Province_______________ Zip/Postal______________
Country___________________ Telephone__________________ Fax____________________
Email Address________________________________ Date of Birth (m/d/yyyy) ___________

Hotel owner is organized under the laws of the State/Province/Country of: _______________

Please describe applicant's relationship with hotel owner. If there is a lease for the hotel property between applicant and hotel owner, please attach a copy of the lease to this application. ____

Hotel Owner's Officers, Shareholders and Owners:
List all direct and indirect owners, stockholders, members or partners of applicant, as applicable. In the case of a Partnership, indicate whether the individual is a General or Limited Partner. **Attach additional sheets if necessary. The percentage ownership combined total must equal 100%.**

Name of Hotel Owner's Principal ____
Title____ Percentage Ownership _______
Home Address ____
City______________________ State/Province_______________ Zip/Postal______________
Country___________________ Telephone__________________ Fax____________________
Email Address________________________________ Date of Birth (m/d/yyyy) ___________

Name of Hotel Owner's Principal ____
Title____ Percentage Ownership _______
Home Address ____
City______________________ State/Province_______________ Zip/Postal______________
Country___________________ Telephone__________________ Fax____________________
Email Address________________________________ Date of Birth (m/d/yyyy) ___________

Name of Hotel Owner's Principal ____
Title____ Percentage Ownership _______
Home Address ____
City______________________ State/Province_______________ Zip/Postal______________
Country___________________ Telephone__________________ Fax____________________
Email Address________________________________ Date of Birth (m/d/yyyy) ___________

Name of Hotel Owner's Principal ____
Title____ Percentage Ownership _______
Home Address ____
City______________________ State/Province_______________ Zip/Postal______________
Country___________________ Telephone__________________ Fax____________________
Email Address________________________________ Date of Birth (m/d/yyyy) ___________

Name of Hotel Owner's Principal ____________________
Title____________________Percentage Ownership _______
Home Address ____________________
City__________State/Province__________Zip/Postal__________
Country__________Telephone__________Fax__________
Email Address____________________Date of Birth (m/d/yyyy) __________

Name of Hotel Owner's Principal ____________________
Title____________________Percentage Ownership _______
Home Address ____________________
City__________State/Province__________Zip/Postal__________
Country__________Telephone__________Fax__________
Email Address____________________Date of Birth (m/d/yyyy) __________

Name of Hotel Owner's Principal ____________________
Title____________________Percentage Ownership _______
Home Address ____________________
City__________State/Province__________Zip/Postal__________
Country__________Telephone__________Fax__________
Email Address____________________Date of Birth (m/d/yyyy) __________

Do any of the above listed hotel owner's Principals own or operate other hotels and/or resorts including Radisson Hotel Group brands? **(Y/N)** __ If yes, provide names, brand, and location:

Principal Name	Hotel Brand	Address of Hotel

Have any of the above listed hotel owner's Principals previously signed a License Agreement for any Radisson Hotel Group brands, which are not currently operating? **(Y/N)** If yes, provide names, brand, and location:

Applicant	Hotel Brand	Address of Hotel

3. APPLICANT'S HOTEL DEVELOPER
(IF DIFFERENT THAN THE ENTITIES LISTED IN SECTION II.1 AND/OR II.2, ABOVE)

New Construction only: List the name of the Principal (partner) that will be responsible for overseeing the development of the hotel.

Principal Name____________________Telephone____________________
Email Address ____________________

List all hotels and/or resorts that the developing partner and/or company were involved in developing:

Name of Property	Location	No. of Rooms	Year Opened	Year Sold

4. APPLICANT'S HOTEL MANAGEMENT

Management Responsibility: List the name of the Principal (partner) and management company that will be responsible for overseeing the day-to-day operations of the hotel.

Principal Contact Name________________Telephone________________________________

Email Address ____

Management Company ("Mgmt Co.") ________________________________

Mgmt Co. Address ____

Mgmt Co. City ____

State/Province____________________Zip/Postal Code___________Country_____________

Name of General Manager ____

Email Address ____

List all hotels and/or resorts including Radisson Hotel Group brands that the managing partner and/or management company have operated in the past three years:

Name of Property*	Location	No. of Rooms	Year Opened	Year Sold

*Please attach the two most current Quality Assurance reports for each hotel listed.

III. FINANCIAL INFORMATION

Please fill out Project Budget below and/or attach project cost information in generally the same format and complete Financing information:

1. PROJECT BUDGET (US DOLLARS)

	Total Amount	Per Room Cost
(New Construction only)		
Land Cost (Value Today)	$ _____	$ _____
Building Construction Cost & Site Work	$ _____	$ _____
Furniture, Fixtures & Equipment (FF&E)	$ _____	$ _____
Opening Supplies (OS&E)	$ _____	$ _____
Development (Soft Costs)	$ _____	$ _____
Other Costs (please specify)	$ _____	$ _____
	==========	==========
Total	$ _____	$ _____
(Conversion/Change of Ownership Only)		
Acquisition	$_____	$ _____
Renovation	$_____	$ _____
	==========	==========
Total	$_____	$ _____

2. FINANCING

Has the financing for this project or acquisition been approved and confirmed in writing by the Lender? **(Y/N)** __ If yes, attach a copy of the confirmation.

Will any portion of the Mortgage Holder be through Small Business Administration (SBA) funding? **(Y/N)** __

Please list all existing loans or loan commitments secured or unsecured to finance the hotel project to which this application applies. Attach separate list if necessary.

Mortgage Holder ____________________
Address ____________________
City ____________ State/Province ____________ Zip/Postal ____________
Country ____________ Telephone ____________ Fax ____________
Lender Contact ____________________
Loan in the name of ____________________
Value of Property ____________ Interest Rate per Annum ____________
Original Amount of Loan ____________ Present Balance __
Annual Principal and Interest ($) ____________ Maturity Date ____________

Mortgage Holder ____________________
Address ____________________
City ____________ State/Province ____________ Zip/Postal ____________
Country ____________ Telephone ____________ Fax ____________
Contact ____________________
Loan in the name of ____________________
Value of Property ____________ Interest Rate per Annum ____________
Original Amount of Loan ____________ Present Balance __
Annual Principal and Interest ($) ____________ Maturity Date ____________

3. OPERATING PROJECTIONS

4. OTHER INFORMATION NEEDED

Has applicant or any of the Principals listed in the ownership section ever:

1) gone through bankruptcy; **(Y/N)** _
2) had a receiver appointed over them; **(Y/N)** __
3) had a civil judgment against them? **(Y/N)** __ If yes, provide background and details. Use separate page, if necessary. ____________________

5. APPLICATION FEE

The application fee is payable in U.S. dollars and should not be paid until after 14 calendar days after you received the applicable FDD. In the event this application is not approved by Radisson Hotel Group's Franchise Committee for the applicable brand, the full amount shall be refundable, less any outstanding costs incurred by Radisson Hotel Group or its affiliates in connection with the project, including PIP costs. Applicant understands that upon approval of the application whether or not subject to conditions set forth in any letter notifying applicant of that approval, the application fee becomes non-refundable. Such fee may be used by Radisson Hotel Group as it deems appropriate in its discretion. The application fee will be credited to the Initial Fee payable to the applicable franchisor under Article 6 of the License Agreement.

6. BACKGROUND AND CREDIT CHECK NOTE

In connection with this application and the on-going operation of the hotel, Radisson Hotel Group may obtain a background and credit report on all of the individuals and entities named herein. Such information may be obtained from a consumer reporting agency and may be in the form of an investigative consumer or commercial report including information as to all individuals' (including applicant's) character, general reputation, personal character and mode of living. All individuals and applicant, if an individual, are entitled to receive upon written request and within a reasonable period of time after submission to Radisson Hotel Group, of this application, a complete and accurate disclosure of the nature and scope of the investigation requested.

7. PLEASE INITIAL ALL THAT APPLY

______ The franchise sale is for more than US $1,233,000 - excluding the cost of unimproved land and any financing received from the franchisor or an affiliate - and thus is exempt from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 CFR 436.8(a)(5)(i).

______ The Applicant (or its parent or affiliate) is an entity that has been in business for at least five (5) years and has a net worth of at least US $6,165,500 and thus is exempt from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 CFR 436.8(a)(5)(ii).

IV. WARRANTIES OF APPLICANT

License Applicant and all individuals signing on its or their own behalf warrant that the statements contained in the application are full, true and complete. This application and all required supplemental materials are made and delivered by License Applicant as inducement to Radisson Hotel Group to grant a license for the location and brand indicated.

V. MISCELLANEOUS

1. In making this application, neither License Applicant, any of its owners or Principals have relied upon any representations, inducements, promises, agreements or undertakings, or other representations, expressed or implied, as to the potential volume, profits or success of the franchise venture. This representation is deleted as a matter of law for franchises sold to a resident of the State of Illinois or for a Radisson Hotel Group branded hotel to be located in Illinois.
2. License Applicant has received and had the opportunity to review the most recent Franchise Disclosure Document (FDD) of the brand affiliation for which this application is submitted.
3. License Applicant expressly recognizes that investment in the hotel business involves business risks making the success of its venture largely dependent upon the business abilities of it and its agents and/or hotel Manager. License Applicant expressly acknowledges that it has conducted an independent investigation of the contemplated hotel business.
4. License Applicant represents and warrants that it is able to enter into a license agreement for the hotel without breaching any legally binding contracts.
5. License Applicant understands that by reason of this application, Radisson Hotel Group will incur expenses in its investigation, study and consideration of the location set forth in the application.
6. Acceptance of this application is subject to the written approval of Radisson Hotel Group at its executive offices in Hennepin County, Minnesota, and warranties, terms and conditions referred to in the preceding paragraphs hereof shall survive delivery by Radisson Hotel Group of any commitment letter and/or License Agreement.

LICENSE APPLICATION SIGNATURE PAGE

Required signatories for this application are as follows:

- ☐ Sole Proprietor: Individual owner
- ☐ Corporation: President/VP/Officer
- ☐ General Partnership: Each Partner
- ☐ Limited Partnership: Any General Partner
- ☐ LLC/P: Authorized Member/Manager(s)
- ☐ Individual – Each Individual
- ☐ Trust – Trustee
- ☐ Estate – Executor or Administrator

By signing below, applicant (individual owners and Principals) each confirm their agreement with all the terms, covenants, conditions and statements contained in this application, and each make and adopt the representations, warranties, statements and acknowledgements of the applicant:

____
(Type name of License Applicant **– same as Entity/Company named on page 7***)*

By:____
(Signature of authorized individual, partner, officer or manager of applicant **– same as Individual named on page 7, who's an authorized signatory as per above requirements***)*

Its:______________________________ Date: ______________
(Title)

ADDITIONAL SIGNATURES (AS REQUIRED):

______________________________ Date: ______________
Principal (Individual Owner)

______________________________ Date: ______________
Principal (Individual Owner)

______________________________ Date: ______________
Principal (Individual Owner)

______________________________ Date: ______________
Principal (Individual Owner)

______________________________ Date: ______________
Principal (Individual Owner)

______________________________ Date: ______________
Principal (Individual Owner)

ATTACHMENT A

BACKGROUND AND CREDIT CHECK AUTHORIZATION – COMPANY

Applicant understands that certain background investigations may be conducted. Radisson Hospitality, Inc. (the "Company") or its agents or contractor is hereby authorized to procure a Consumer Report which could include obtaining and/or verifying information regarding credit worthiness, credit standing, credit capacity, general character, general reputation or other characteristics. This report may be compiled with information obtained from credit bureaus, court record repositories, departments of motor vehicles, educational institutions, governmental occupational licensing or registration entities, business or other references and any other source.

Law enforcement and other government agencies are authorized to release to the Company, or its agent or contractor, any existing information regarding the company relative to the conviction or arrest for any criminal act of its owners, principals, managers or officers.

All appropriate individuals, companies, institutions or agencies are authorized to release information.

It is understood that: (i) the undersigned entity understands and waives any right of privacy the entity and its owners may have in this investigation and the information released is waived; and (ii) a photocopy, electronic copy or fax of this authorization would be accepted with the same authority as the original.

Site Location______________________________

Company Name______________________________

State/Province of Incorporation________ Date of Incorporation (m/d/yyyy) ____________

Street Address ______________________________

City________________ State/Province__________ Zip/Postal__________

Country__________ Telephone (Business)__________ Fax__________

Fed Employer ID# / BIN____________ Dunn & Bradstreet # ____________

Parent Company (if any) ______________________________

State/Province of Incorporation________ Date of Incorporation (m/d/yyyy) ____________

Street Address ______________________________

City________________ State/Province__________ Zip/Postal__________

Country__________ Telephone (Business)__________ Fax__________

Fed Employer ID# / BIN____________ Dunn & Bradstreet # ____________

Authorized by - Name (Print Full Legal Name) ______________________________

Its (Title) ______________________________

Signature______________________ Date ________________

Please note, all information requested above is required; incomplete, inaccurate, or illegible information will delay processing of the background investigation and processing of the application.

☐ Check here if you wish to receive a copy of the Consumer Report obtained by the Company.

ATTACHMENT B

BACKGROUND & CREDIT CHECK AUTHORIZATION – INDIVIDUALOWNERS/PRINCIPALS

I understand that certain background investigations may be conducted. I hereby authorize Radisson Hospitality, Inc. (the "Company") or its agents or contractor to procure a Consumer Report which could include obtaining and/or verifying information regarding credit worthiness, credit standing, credit capacity, general character, general reputation or other characteristics. This report may be compiled with information obtained from credit bureaus, court record repositories, departments of motor vehicles, past or present employers, educational institutions, governmental occupational licensing or registration entities, business or other references and any other source.

Law enforcement and other government agencies are authorized to release to the Company, or its agent or contractor, any existing personal information regarding myself relative to the conviction or arrest for any criminal act.

I authorize all appropriate individuals, companies, institutions or agencies to release information.

I understand and waive any rights of privacy I may have in this investigation and the information released. I also understand that a photocopy or fax of this authorization would be accepted with the same authority as the original.

Site Location ____________________

First Name______________Middle Name______________Last Name ______________
Previous Name (maiden, a.k.a) ____________________
Street Address (Primary Residence) ____________________
City____________________State/Province__________Zip/Postal Code __________
Country____________________Telephone (Residence) ____________________
Fax (Business)______________Telephone (Business) ____________________
Social Security/Social Insurance/Country Identification Number ____________________
Date of Birth (m/d/yyyy) ____________
Please list cities, states and countries of residence, work and education for the last seven (7) years:____________________
If in Mexico, Latin America or South America, Mother's Maiden Name ____________________

Citizenship Status:____________________Country of Origin:______________

Signature____________________Date ____________________

Please note, all information requested above is required, incomplete, inaccurate, or illegible information will delay processing of the background investigation and processing of the application.

☐ Check here if you wish to receive a copy of the Consumer Report obtained by the Company.

<u>EXHIBIT H</u>

LICENSE AGREEMENT

RADISSON INN & SUITES LICENSE AGREEMENT
KEY CONTRACT DATA

Licensed Name (Section 2.3):	
Effective Date of License Agreement:	
Licensee:	
Licensee State of Incorporation/Organization:	
Address for Legal Notice to Licensee (Section 26.11):	STREET ADDRESS CITY, STATE and ZIP CODE CORRESPONDENT EMAIL TELEPHONE
Check One:	☐ New Construction ☐ Conversion ☐ Re-Licensing

Address of Hotel (Article 1):

STREET ADDRESS	CITY, STATE and ZIP CODE

Owners and their percentages of equity as of the Effective Date (Section 26.31):

NAME	PERCENTAGE
______________________________	___%
______________________________	___%
______________________________	___%
______________________________	___%

Other Key Terms:

Construction/Renovation Commencement Date (Section 2.1):	
Opening Date (Section 2.1):	

<u>Area of Protection (Section 2.2):</u> <u>If not selected, then no Area of Protection is applicable</u>	☐ A _______ mile radius, as measured from the front entrance of the Hotel.
<u>Number of Guestrooms (Section 2.1):</u>	
<u>Term (Section 3.1)</u>	The term of this Agreement begins on the Effective Date and ends at the end of the month that the twentieth (20th) anniversary of the Opening Date occurs
<u>Initial Fee (Section 6.1):</u> <u>(whichever is greater)</u>	☐ $50,000 ☐ $450 per rentable guestroom
<u>Royalty Fee Percentage (Section 6.2):</u>	5.0%
<u>Service Fee Percentage (Section 6.3):</u>	2.5%
<u>Reservation Fee Percentage (Section 6.4):</u>	1.25%
<u>Liquidated Damages (Section 18.4):</u>	(a) If the Hotel has been Operating as a System Hotel under this Agreement for 36 months or more, the average monthly Total Rooms Revenue over the 12 months before the termination, multiplied by 7.5% (representing the undiscounted Royalty Fee and Service Fee) and multiplied by the lesser of (i) 36 or (ii) the number of full months remaining in the term of this Agreement; provided, however, the total amount payable shall not be less than $3,000 multiplied by the number of guestrooms required under Section 2.1 of this Agreement; (b) If the Hotel opens as a System Hotel but has not been Operating as a System Hotel under this Agreement for 36 months before the date of such termination, the average monthly Total Rooms Revenue over the 12 months before the termination (or if the Hotel has not been Operating as a System Hotel under this Agreement for 12 months before the termination, the monthly average over the period the Hotel has been Operating as a System Hotel under this Agreement) multiplied by 7.5% (representing the undiscounted Royalty Fee and Service Fee) and multiplied by 36; provided, however, the total amount payable shall not be less than $3,000 multiplied by the number of guestrooms required under Section 2.1 of this Agreement; or (c) if the Hotel fails to open as a System Hotel, $1,750 multiplied by the number of guestrooms required under Section 2.1 of this Agreement.

Right of First Negotiation/Notice (Section 21.2): (select one) If neither selected, neither apply	☐ Right of First Negotiation (Section 21.2(a)) ☐ Right of First Notification (Section 21.2(b))
Exhibits:	☐ Exhibit A: Product Improvement Plan

License Agreement

Between

Country Inn & Suites by Radisson, Inc.

and

The Party Listed as Licensee on the Key Contract Data Page

TABLE OF CONTENTS

LICENSE AGREEMENT

This License Agreement ("Agreement") is effective as of the Effective Date listed on the Key Contract Data page, between Country Inn & Suites by Radisson, Inc., a Minnesota corporation, ("we", "us", "our", or "Franchisor"), whose address for notice purposes is: c/o Radisson Hospitality Legal Department, Suite 300, Mail Stop 4001, 701 Carlson Parkway, Minneapolis, MN 55305, Facsimile: 763-212-1080, and the party identified as Licensee on the Key Contract Data page, ("you", "your" or "Licensee") whose address for notice purposes is as listed on the Key Contract Data page or the address, facsimile number and email address of the Hotel as shown in Franchisor's records kept in the ordinary course of business, which information if different from the above shall take precedence over the above.

ARTICLE 1.
DEFINITIONS

Definitions.

Affiliate. For each party, any Person (other than a natural person) Controlled by, Controlling or under common Control of that party.

Agreement Year. The first Agreement Year is any partial calendar month and the first twelve full calendar months after the Opening Date. Subsequent Agreement Years are the successive twelve-month periods after the first Agreement Year.

Claim. Any allegation, demand, challenge, cause of action, lawsuit, arbitration, dispute, controversy, investigation or administrative proceeding.

Confidential and Proprietary System Information. Guest Data, System Hotel Statistics and all System Information, whether developed by us from our Guest Data and System Hotel Statistics, or from Guest Data and System Hotel Statistics furnished by you, regardless of whether they are labeled confidential, proprietary or trade secret.

Construct, Construction, or Constructing. All activities and plans, specifications, drawings, scheme boards and other information as to the planning, design, construction, furnishing, and equipping of the Hotel, including the FF&E, OS&E and interior finishes.

Construction Commencement Date. The date you must begin the Construction of the Hotel. For new construction, "begin" means that the building slab has been completed and framing has started. For the remodeling or renovation of an existing hotel, "begin" means the removal of the FF&E, and the commencement of substantial demolition.

Control, Controlled or Controlling. The right or ability, directly or indirectly, to cause a Person to act in accordance with another Person's instructions.

Equity Interest. Any stock, unit, membership, partnership or other direct or indirect ownership interest in you.

FF&E. All furniture, furnishings, fixtures, outfittings, finishes and equipment used in the Operation of a System Hotel.

Financial Statements. Information as to the financial condition of the Hotel and your business including balance sheets, income statements, statements of cash flow, and statements of changes in financial condition.

General Manager. The senior operations person at the Hotel who has full-time responsibility for the day-to-day Operation of the Hotel.

Governmental Authority. Any governmental entity, and any political or other subdivision of any governmental entity, and any instrumentality of any of them, which, at any time, has competent jurisdiction over you, any Owner, us or any part of the Hotel.

Guest Data. Personal information, data and statistics on System Hotel guests.

Hotel. The System Hotel located at the address listed on the Key Contract Data page.

Key Contract Data page. The pages at the beginning of the Agreement setting forth certain key terms of the Agreement. The Key Contract Data page is incorporated into and made a part of the Agreement, such that all information, provisions, and terms included in the Key Contract Data page are terms of the Agreement whether or not separately set forth elsewhere in the Agreement. If there are any inconsistencies between the provisions of this Agreement and the provisions of the Key Contract Data page, the provisions of the Key Contract Data page shall apply.

Legal Requirements. Any law, order or decision of any Governmental Authority at any time applicable to you, the Hotel or the Hotel site, which may apply to the Construction, Renovation or Operation of the Hotel, including the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., as amended and any regulations, standards and other requirements promulgated thereunder (collectively, the "ADA").

Licensee Data. That part of the System Hotel Statistics or Guest Data provided by you.

Market or Marketing. All activities related to marketing, advertising, promotion, sales and public relations as to the Hotel and the System, as applicable.

Marks. The Primary Marks and all other trademarks, service marks, copyrights, slogans, commercial symbols, signs, trade dress (including interior and exterior building designs and specifications and the motif, decor, and color combinations), and all other visual identification, in any language by which the System and System Hotels and the related services and products are identified and publicized, including all goodwill.

Opening Date. The date the Hotel opens for business as a System Hotel. If the Hotel was open and Operating as a System Hotel immediately prior to the Effective Date of this Agreement, the Opening Date is the Effective Date.

Operate, Operating or Operation. All aspects that are customarily the subject of the management and operation of a hotel, including accounting, personnel, labor relations, training, food and beverage, FF&E, OS&E, purchasing, housekeeping, kitchen and laundry, signage, maintenance and repair, renovation, engineering, insurance, leases, licenses and concessions, Marketing, reservations, entertainment, administration and the front office.

Operating Manuals. Handbooks provided by us regarding the System and System Hotels.

Operations Orientation. A program held by us to orient new licensees to the System.

OS&E. All operating supplies, equipment and all other items used in the Operation of System Hotels.

Owner. Any Person who owns an Equity Interest, directly or indirectly.

Person. Any natural person or legal entity, including trustees, representatives, administrators, heirs, executors, partnerships, corporations, limited liability companies, trusts, unincorporated organizations and governmental agencies, departments and branches.

Primary Marks. The name Radisson Inn & Suites and the signature logo used in conformance with the System, or such other name or names as Franchisor may designate from time-to-time.

Radisson Hotel Group Leadership Certification. An orientation and skills program with respect to the Operation of a System Hotel held by us for new System licensees and the Hotel's General Manager.

Renovate, Renovation or Renovating. All activities and plans, specifications, drawings, scheme boards and other information as to the planning, design, remodeling, redecorating, refurnishing, equipping, replacement of, and additions, alterations, improvements, redecorations and repairs to, the Hotel including the FF&E, OS&E and interior finishes.

Renovation Commencement Date. The date you must begin Renovation of the Hotel. "Begin" means for this purpose, the removal of the FF&E, the commencement of all necessary demolition and other Renovation activities required by the System and any applicable product improvement plan.

Reports. The forms on which Guest Data and System Hotel Statistics must be submitted to us.

Reservation System. The system for accepting and transmitting System Reservations to System Hotels through various media, which may include the Technology System, toll free numbers (including those used in common with our Affiliates), various chain codes (including CW as of the Effective Date), our Internet web site, Third Party Systems and other means that we use for this purpose, all of which provide access to the guestroom inventories of System Hotels, other hotels using the Marks and some or all of our Affiliates.

System. The Marks, the Confidential and Proprietary System Information, and other distinctive elements developed and owned by, or provided by our Affiliates to, us, and the methods provided to us for the Construction and Operation of System Hotels and other hotels authorized to use the System, and all good will.

System Hotel. Any real property and all improvements (including all buildings, facilities, appurtenances, landscaping, FF&E and parking areas) operated in the United States as a lodging facility using the System that rents rooms to transient guests generally on a short-term basis. It does not include hotels owned or Operated by us or our Affiliates.

System Hotel Statistics. All information, data and statistics, other than Guest Data, furnished to us by System Hotels, including rates, occupancy, average daily rates, daily revenue statements, gross revenues, Total Rooms Revenue, guest satisfaction measures and other measures of compliance with the System, and any other information requested by us to establish the accuracy of the calculation of amounts payable to us under this Agreement.

System Information. All information provided by us to you in the ordinary course of business, in any form.

System Reservation. A reservation for a guestroom in the Hotel that is processed through the Reservation System and is not canceled through the Reservation System.

Technology System. The network of hardware, software, and related products specified by us for use in System Hotels.

Third Party. Any Person, other than us, you and the Affiliates of you and us.

Third Party Systems. Third Party reservation systems, not Controlled by us or our Affiliates, but which have access, approved by us or our Affiliates, to guestroom inventories in the Reservation System to make System Reservations, including the Global Distribution System.

Total Rooms Revenue. All consideration, whether by cash, credit, in kind or otherwise, derived directly or indirectly from the Operation of the Hotel required to be accounted for in the rooms department of the

Hotel in accordance with the Uniform System, including: (i) all revenue from the rental of a room when the room is not sold in conjunction with other amenities; (ii) resort or activity fees or other surcharges permitted by the System that are required to be accounted for in the rooms department in accordance with the Uniform System; (iii) that portion of any packaged revenues required to be accounted for in the rooms department in accordance with the Uniform System; (iv) the full market value of room stays given, permitted, bartered or exchanged for goods, services or other consideration received from a third-party; and (v) all revenue from no shows, day use, early and late departure fees, and the rental of rollaway beds and cribs.

Transfer. The voluntary or compulsory giving to another, directly or indirectly and by operation of law or otherwise, of all or any part of that which is being transferred, by any means or device, including an assignment, transfer, merger, consolidation, conveyance, divestiture, sale, disposition, pledge, foreclosure, levy, attachment, execution, trade, lease, sublease, gift, bequest, inheritance and delegation.

Transferee. A Third Party to whom a Transfer is proposed to be made or actually made, as applicable.

Uniform System. The "Uniform System of Accounts for the Lodging Industry" as revised periodically, which, as of the Effective Date, is the Eleventh Revised Edition, 2014, as modified by this Agreement and the System. The editions to be applied to any particular matter are the editions that were in effect at the time the practice in question occurred. If a practice spans more than one revision, each such revision will apply to the period of time when the revision was in effect.

ARTICLE 2.
THE LICENSE

2.1 Hotel Specifics. We grant you a non-exclusive license, which you accept, to Construct or Renovate and in either case Operate the Hotel, all in compliance with this Agreement and the System. The Construction Commencement Date or Renovation Commencement Date, if applicable, must occur on or before the date listed on the Key Contract Data page. You must diligently pursue the Construction, or Renovation in the manner and within the timeframes described in the product improvement plan, so that the Opening Date occurs on or before the date listed on the Key Contract Data page. The Hotel must have no less than the number of total guestrooms available for rental to guests as listed on the Key Contract Data page, of which a minimum of 25% must be suites.

2.2 Reservation of Rights and Area of Protection. The license is specifically limited to the Hotel and does not grant rights to any other location, area, market or territory. We, and our Affiliates, and Persons licensed by them, may engage in any businesses using the System and the Marks, and other systems and marks, anywhere and at any time, including the timeshare, fractional interest and vacation ownership businesses with an inventory of units in the Reservation System and Constructing, Renovating, and Operating hotels using the Marks, and Marketing, training, and accepting reservations through the Reservation System. We and our Affiliates have no obligation to offer or grant to you any rights or options for hotels using the Marks or other businesses, and may engage in these businesses and Operate these hotels even though they may compete with and impact the Hotel.

Notwithstanding the above, if an Area of Protection is identified on the Key Contract Data page, the following applies:

(a) Subject to Section 2.2(b) below, for the term of the Agreement as long as you (i) Commence Construction of the Hotel and open the Hotel by the dates required in this Agreement, and/or timely Renovate the Hotel consistent with the product improvement plan; and (ii) continuously Operate the Hotel in compliance with this Agreement, we will not Operate, or license other Persons to Operate, hotels identified by the Radisson Inn & Suites trademark that are physically located within the area, if any, set forth on the Key Contract Data page ("Protected Area").

(b) Section 2.2(a) is limited and qualified as follows:

(1) We, our Affiliates, and Persons licensed by us and them, may engage in any businesses using the System and the Marks, and other systems and marks, anywhere (including in the Protected Area) and at any time, including: (i) the timeshare, fractional interest and vacation-ownership businesses (with an inventory of units in the Reservation System); (ii) Constructing and Renovating (but not opening) hotels; and (iii) Marketing, training, and accepting reservations through the Reservation System.

(2) We, our Affiliates, and their ultimate parent corporation, subsidiaries, and all of their respective parents and subsidiaries ("Related Entities"), and Persons licensed by us and them, have the right, anywhere (including within the Protected Area) and at any time, to use any trademarks, trade dress, trade names, reservation systems, or franchise systems that are acquired by us, our Affiliates or Related Entities.

(3) We, our Affiliates and Related Entities, and Persons licensed by us and them, may, anywhere (including within the Protected Area) and at any time, Operate, and license other Persons to Operate hotels using other systems and marks, including those using a portion of the Primary Marks alone or together with another designation, such as Radisson, Park Inn by Radisson, Park Inn by Radisson Residences, Radisson Individuals, Radisson Collection, Radisson RED and Radisson Blu; provided, however, neither we nor our Affiliates or Related Entities shall, during the term of this Agreement, Operate or license other Persons to Operate hotels using the Country Inn & Suites by Radisson trademark that are physically located within the Protected Area, even if such hotels are operating using another system.

(4) We, our Affiliates and Related Entities, and Persons licensed by us and them, may, anywhere (including within the Protected Area) and at any time, Operate, and license other Persons to Operate, any hotel or hotels that are members of a chain of hotels (provided that such chain has a minimum of 4 hotels in operation) if such hotels are acquired by, or merged with, or franchised by or joined through a marketing agreement with, us, or any of our Affiliates (or the operation of which is transferred to us or any of our Affiliates) even if such hotels are then converted to hotels that use the Primary Marks, with or without any other designation, or to hotels that are using the System.

(5) Our Affiliates and Related Entities also may, anywhere (including within the Protected Area) and at any time, own or Operate hotels, using the System and the Marks, when that Affiliate or Related Entity: (i) purchases, develops or otherwise acquires the hotel; (ii) executes a lease or management agreement for the hotel; or (iii) acquires an ownership interest in a Person, or its assets, through a purchase, merger, consolidation or otherwise, that owns or operates the hotel.

(c) For the avoidance of any doubt, nothing set forth in this Agreement shall limit our rights to use or license others to use the Marks, including, but not limited to, the Primary Marks, outside of the Protected Area. The license is specifically limited to the Hotel and does not confer rights of any kind to any other location, area, market or territory. The Protected Area may overlap with existing and future licensees' areas of protection. We, our Affiliates, and Related Entities have no obligation to offer or grant any rights or options to you for hotels using the Marks or other businesses referred to in this Section 2.2, and may engage in these businesses and Operate these hotels even though they may have an adverse economic impact on the Hotel.

2.3 Licensed Name. Unless we otherwise approve, you must Operate the Hotel only under the name as listed on the Key Contract Data page ("Licensed Name"). Upon notice to you, we may change the Licensed Name if we determine that your use of the Licensed Name may interfere with a Third Party's rights, expose us or you to potential liability, or cause confusion in the marketplace. We may also change the portion of the Licensed Name that does not contain the Marks upon notice to you. Within 60 days of this notice, you, at your expense, must change all signage and materials bearing the Licensed Name to conform to the new Licensed Name.

2.4 Restrictions on License. You may not offer any part of the Hotel for sale, lease or otherwise as residences, condominiums, timeshare units or fractional ownership, nor may you allow any part of the Hotel to be used to solicit timeshare sales.

ARTICLE 3.
TERM

3.1 Term. The term of this Agreement is as specified on the Key Contract Data page.

3.2 Renewals. Neither you nor us has any right or obligation to: (i) extend or renew the term of this Agreement; or (ii) enter into a new license agreement, upon the terms of this Agreement or any other terms.

ARTICLE 4.
MARKS

4.1 Ownership. We own or have the right to use and license the Marks.

4.2 Changes. We may change all or any part of the Marks. If we notify you of such changes, you, as soon as reasonably possible, and at your own cost and expense, must stop using the former Marks and begin using the changed Marks.

4.3 Use. You must use the Marks only to Operate the Hotel and you may:

(a) Not claim any ownership in or contest our ownership or registration of the Marks, or register the Marks in any class or in any country regardless of whether we have registered them.

(b) Not use the Marks in or as a part of your corporate, partnership or other business entity name.

(c) Not use anything that resembles or is deceptively or confusingly similar to the Marks.

This Section will continue following the expiration or termination of this Agreement.

4.4 Defense or Enforcement of Rights. You must immediately notify us of any infringement, challenge to the use of or Claim by any Person to any rights to the Marks or the System and anything else that you reasonably believe may affect our ownership or use of the Marks or the System (collectively, “Challenges”). You may not defend against any Challenges or enforce any rights associated with the Marks or the System. If your right to use the Marks or the System is challenged by any Third Party, or if you are named as a party in any proceedings as to any Challenge, you must deliver copies of all relevant documents to us within 7 days after receiving them, and tender the defense to us. We, at our expense, will defend you and control the defense against Challenges resulting solely from your use of the Primary Marks under this Agreement. You must cooperate with us in prosecuting or defending any Challenge. If we make a determination, or there has been an adjudication, that a Third Party’s right to all or any part of the Marks or the System is superior to ours, you must immediately cease using that part of or all of the Marks or the System as we specify. Other than our obligation to defend as set forth above, our decisions and actions under this Section are not a breach by us of this Agreement, nor do they give you a Claim against us or our Affiliates.

ARTICLE 5.
CONSTRUCTION/RENOVATION

5.1 Licensee's Risk. You, on the basis of your own investigation and efforts, assume all risk in selecting and acquiring the Hotel, including the Hotel site. We have no duty to participate in any of these matters. Our approval of the Hotel site does not constitute a representation, warranty or guarantee the site of the Hotel is suitable as a location for a System Hotel.

5.2 Approvals. Before the Construction or Renovation Commencement Date, and at the various stages of their development, you must submit the conceptual, preliminary and final drawings, plans and specifications for the Hotel ("Plans") to us for approval. All Plans must conform to the System. After we approve any of the Plans, they become a part of the "Approved Plans." We will review the Plans in a timely manner taking into account your needs and the overall demand on us. Before we approve the Plans, we may require that your architect or other certified professional certify to us, in a form we approve, that the Plans comply with all Legal Requirements. If you are converting the Hotel we will prepare a product improvement plan, and you must pay us our then current fee for this plan.

5.3 Professional Services and Cooperation. You must engage only experienced, licensed and bonded, where applicable, design and Construction/Renovation professionals for the Construction or Renovation of the Hotel, and you must consider any opinions that we may express. You, and Persons under your Control, must cooperate with us in the exchange of all information and the exercise by us of any of our rights and obligations.

5.4 Construction/Renovation. You must Renovate or Construct the Hotel in compliance with the Approved Plans, including the product improvement plan if the Hotel is being Renovated, and other reasonable requirements we impose in the ordinary course of business, except as modified by the Approved Plans, but subject to compliance with all Legal Requirements ("Construction Standards"). You must complete the Renovation, if applicable, on or before the date set forth in the product improvement plan. If any portion of the Approved Plans conflict with the System, the System will govern and take the place of that conflicting portion of the Approved Plans. You must retain a licensed architect to conduct inspections for this purpose. You may not vary from the Construction Standards without our approval. You must apply in writing to us for a waiver of a particular Construction Standard. If the waiver is not approved, we can enforce compliance at any time. Your contracts with your Construction/Renovation professionals must contain a provision requiring the professionals to Construct or Renovate the Hotel in accordance with the Construction Standards. After the Opening Date, you may not perform any Construction or Renovation without our approval, except for routine maintenance and repair.

5.5 Franchisor's Inspection. You must provide us with access to the Hotel during the Construction or Renovation process at all reasonable times. We may inspect the Hotel during Construction or Renovation to determine the progress. We have no duty to look for any deviations from the Construction Standards or to call them to your attention. If we find any deviations and advise you, this does not create any duty on our part.

5.6 Opening the Hotel. You may not begin Operating the Hotel as a System Hotel, or open any area for use that is being Renovated after the Opening Date, until (i) we determine that the Hotel is ready to open as, or that the Renovated area satisfies our requirements as, a System Hotel, and (ii) that you have paid all amounts due and owing to us and our Affiliates. Your opening the Hotel or using the Renovated area without such approval is an unauthorized use of the Marks and the System. You must give us at least 30 days' notice before the date on which you would like the Opening Date to occur or the Renovated area to be used ("Anticipated Date"). We will use reasonable efforts to inspect the Hotel before the Anticipated Date. Based on this inspection, or by other means available to us, we will advise you whether the Opening Date can occur. If any deficiencies that need to be corrected are not corrected by the Anticipated Date, we may withhold our approval to open the Hotel or allow the Renovated area to be used. You will not be connected to or otherwise allowed the use of the Reservation System until we determine that the Hotel is ready to open as a System Hotel. We are not liable for delays or losses caused by our failure to complete our inspection or to make a determination that the Hotel or Renovated Area may open, including those caused by our or our Affiliates' negligence, but excluding those caused by our or their gross negligence or willful misconduct. For Construction or Renovations that trigger additional requirements of the ADA or other local disability laws, your architect and other certified professionals must confirm to us in the form we require before Construction and after completion of the work that the Renovation Plans and the completed work comply with these laws. An example of a certificate is attached to this Agreement.

5.7 Cost. You are solely responsible for the entire cost of all activities contemplated by this Article except for those incurred by us in performing any inspections. However, if we conduct additional inspections to follow up on the correction of any deficiencies from a previous inspection, you must pay us the then-current fee for any additional inspection.

5.8 Limitation on Franchisor's Liability. We assume no duty to review, inspect or approve the Construction or Renovation for compliance with the Construction Standards, construction means, methods or techniques, or compliance with any Legal Requirements. Our inspections, reviews or approvals are solely for the purposes in this Agreement of determining compliance with our design standards and operational considerations, trade dress, presentation of the Marks, the progress of Construction or Renovation and approving the Opening Date or allowing the Renovated area to be used. Our approval is a permission only, and not an assurance, representation or warranty: (i) that the Hotel has been Constructed or Renovated in accordance with the Construction Standards; (ii) with respect to the qualifications, capabilities, suitability, adequacy or performance of any Person involved in the Construction or Renovation; (iii) that all or any part of the Construction, Renovation, or the Hotel is safe, suitable, fit or proper for its intended use or purpose; or (iv) that the Construction or Renovation has been performed in a workmanlike manner in accordance with Legal Requirements. Compliance with all of these matters is your sole responsibility. This limitation applies even though we may comment on any of these matters. We have no liability to you, your Affiliates or any Third Party for the Construction or Renovation of the Hotel, for your activities, or for delays or losses caused by our failure to complete our inspection or to make a determination that the Hotel may open or the Renovation area may be used, including any liability caused by us or our Affiliates' negligence, but excluding any liability caused by our gross negligence or willful misconduct or that of our Affiliates.

ARTICLE 6.
FEES

6.1 Initial Fee. You have paid the nonrefundable Initial Fee listed on the Key Contract Data page. Any deposit paid with your application for this license has been credited toward this Initial Fee. If at any time the number of guestrooms is greater than the number of guestrooms listed on the Key Contract Data page, you must pay a $450 fee per additional guestroom. This fee will be due to us upon your receipt of an invoice.

6.2 Royalty Fee. You must pay us a royalty fee equal to the percentage of daily Total Rooms Revenue corresponding to the Royalty Fee Percentage listed on the Key Contract Data page (the "Royalty Fee"). You may not cause Total Rooms Revenue to be reduced in order to increase business to or revenues from your, your Affiliates' or the Hotel's other activities or operations.

6.3 Service Fee. You must pay us a fee equal to the percentage of daily Total Rooms Revenue corresponding to the Service Fee Percentage listed on the Key Contract Data page (the "Service Fee").

6.4 Reservation Fee. You must pay us a reservation fee equal to the percentage of daily Total Rooms Revenue corresponding to the Reservation Fee Percentage listed on the Key Contract Data page (the "Reservation Fee"). You must also pay us $3.00 for each reservation delivered through the Third Party Systems. We can adjust the Third Party Systems fee from time to time to reflect the costs related to the development and operation of the Reservation System, but only when it imposes a comparable increase generally for System Hotels.

6.5 Marketing and System Standards Program Fees. You must pay us any fees assessed for Marketing and System standards and programs and initiatives whether now existing or implemented in the future that are implemented generally for System Hotels or groups of System Hotels, including the then-current minimum annual contribution to any Marketing cooperative in which you must participate pursuant to Section 9.11 and the System.

6.6 No Right of Off-Set. You have no right, Claim or defense of "offset" except as provided in Section 25.4 and, as a consequence, you must pay all amounts due to us or our Affiliates on time regardless of any Claims or defenses you assert against us or our Affiliates. All such amounts are nonrefundable.

6.7 Timely Payments and Application. You must pay the Royalty Fee, the Service Fee, and the percentage portion of the Reservation Fee for each month with or without invoice within 15 days of the end of that month. You must pay all other fees and amounts due upon receipt of the applicable invoice or other written or electronic notice by us. We can apply all payments made by you to your account as we see fit, regardless of your instructions, demands or requests.

6.8 Interest; Late Payment. You must pay us interest on any amounts owed to us and our Affiliates that are past due at the lesser of 1.5% per month or the maximum rate of interest permitted by applicable law. You must also pay any late fees assessed by us or our Affiliates of up to $100 per month for each month any amount due remains unpaid.

6.9 Taxes. You must reimburse us and our Affiliates for any tax assessed by any taxing authority in the state where the Hotel is located, on any amounts payable by you to us or any Affiliates or, if applicable, pay the amount directly without deducting it from any payments to us or our Affiliates. This does not include Federal or Minnesota income taxes imposed on us or our Affiliates.

6.10 Administrative Fees. You must pay us the then-current applicable administrative fee if you ask us to amend this Agreement or to consent to various transactions or for the preparation of other documentation for which a specific fee is not imposed elsewhere in this Agreement.

6.11 Architectural Plan Review Fee. You must pay us or our affiliate, as we designate, a nonrefundable Architectural Plan Review Fee of $3,000 if any one of the following occurs: (1) we give your Hotel plans architectural approval and subsequently you have to resubmit plans to us because of changes in your plans; (2) you fail to address plan review comments within 60 days from the date of our last plan review letter; (3) plan re-design or re-drafting is required because of a change in the design professional preparing the plans; (4) one year has passed since the date we approved your final plans and construction of your Hotel has not started; or (5) you choose to design and construct the Hotel using fast track or phased construction requiring excessive, time consuming or multiple plan reviews, as we determine in our sole discretion. The Architectural Plan Review Fee is due upon receipt of an invoice from us.

6.12 Electronic Funds Transfer. You must remit Royalty Fees, Service Fees, Reservation Fees, and other amounts due to us or our Affiliates via electronic funds transfer or other similar means specified by us. You must comply with all procedures specified by us in this Article and the Operating Manuals, and deliver and execute such documents as may be necessary to facilitate or accomplish payment by the method described in this Article.

(a) You must fully cooperate with us, including giving us authorization, in the form prescribed by us, for direct debits from your business bank operating account for all amounts owing to us. You must authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of amounts due to us and our Affiliates. You must make the funds available to us for withdrawal by electronic transfer no later than 10:00 a.m. central time on the date due, or if such day is not a banking business day, then by 10:00 a.m. central time on the next banking business day.

(b) If you have not reported Total Rooms Revenue to us for any reporting period, then we are authorized to debit your account for Royalty Fees, Service Fees and Reservation Fees in an amount equal to 120% of the fees transferred from your account or otherwise paid to us for such items for the last reporting period for which a report of Total Rooms Revenue was provided to us.

(c) If, at any time, we determine that you have under-reported Total Rooms Revenue, or underpaid any other amounts due hereunder, we can initiate immediately a debit to your account in the appropriate amount in accordance with the foregoing procedure, plus late payment charges, including interest, as provided for in this Agreement. We will credit any overpayment to your account through a credit effective as of the first date the Royalty Fee is due to us after you and we determine that the credit is due. If the amount debited is less than the actual amount owed, you must pay the remaining amount owing, plus a late payment charge, including interest, as set forth in this Agreement. If we are unable for any reason to debit the full amount permitted under this Agreement, you must remit the remaining amount owing within 5 days after notice by us, plus a late payment charge, including interest, as set forth in this Agreement.

ARTICLE 7.
REPORTS AND FINANCIAL STATEMENTS

7.1 Preparation and Certification. You must maintain Financial Statements that accurately reflect all aspects of the Hotel's Operation in accordance with the Uniform System, and your business in accordance with generally accepted accounting principles applied on a consistent basis. Your Chief Financial Officer must certify your monthly and annual Financial Statements. An independent certified public accountant must prepare your annual Financial Statements. The annual Financial Statements must also include a certification by the independent certified public accountant that, for the applicable period, fees payable to us under this Agreement have been calculated according to its terms. You must submit the Reports based on Hotel records kept in the ordinary course of business. You must use reasonable efforts to obtain Guest Data from guests. All Reports must be accurate and complete.

7.2 Format. From time to time we will prescribe the form and format of the Reports.

7.3 Delivery and Access. You must deliver to us the Report containing the Hotel's daily revenue statements within 5 days of the end of each month for the preceding month. You must deliver other monthly Reports to us within 15 days of the end of each month, and annual Reports within 120 days of the end of the Hotel's fiscal year. We may establish different frequencies or methods for the submission of these Reports in the future. You must deliver the Hotel's and your monthly and annual Financial Statements to us when requested. You must also provide us with electronic access at all times to the Licensee Data that is stored in the Technology System or other systems used for the Hotel.

7.4 Retention. You must preserve the Financial Statements, and the information, data and statistics that serve as a basis for the Guest Data and System Hotel Statistics for the Hotel for at least 3 years from the date of the Financial Statement or the date the other information was created.

7.5 Sales Tax Returns. You must deliver to us copies of the Hotel's sales tax returns filed by you when requested.

7.6 Audit. During the term of this Agreement and for 3 years after this Agreement terminates or expires, we, upon 3 days' notice to you, may inspect, copy and audit all information that serves as a basis for the Financial Statements and Reports including information on customers, during normal business hours at the Hotel or other mutually agreeable location. If an audit discloses a deficiency in any payments you made to us, you must immediately pay the deficiency. In addition to our other remedies, if the deficiency either is willful or exceeds 3%, you must immediately reimburse all of our costs of the audit, including third party costs.

ARTICLE 8.
RESERVATION SYSTEM, INTERNET AND TECHNOLOGY REQUIREMENTS

8.1 Reservation System Use. You must use the Reservation System in accordance with the System for all reservations made for the Hotel and other System Hotels. You may not establish a toll free number or engage in any other method of securing reservations for the Hotel outside of the Reservation System. We may periodically modify the Reservation System. If in our sole judgment we determine that any potential customer or group of customers of your Hotel would have a material negative effect on the image of the System or any System Hotel, as judged by us, we may prohibit you from renting a room or providing services to such customer or group of customers.

8.2 Reservation Referral Process. We and our Affiliates, through the Operation of the Reservation System, may refer individuals attempting to make a reservation at the Hotel to another System Hotel or a hotel operating under a brand name of one of our Affiliates when: (i) the Hotel is not in the area where the individual wants to stay; (ii) the Hotel is fully booked; (iii) the Hotel does not meet the individual's requirements in other respects; or (iv) the individual is not going to make the reservation at the Hotel, but the reservation can be secured for another hotel so that the individual's needs are met.

8.3 Internet Presence. You may not establish or maintain, or have established or maintained on your behalf, either alone or in concert with others, any electronic medium or method of communication, including a website, email address, home page, HTML document, Internet site, web page, or social media or social networking site, hashtag, profile or account relating to or making reference to us, the System including the Hotel, or any of the Marks (an "Internet Presence"). You may not use all or part of any of the Marks, or any similar name, word, symbol or variant thereof, in a domain name, email address, account name, username, hashtag, profile or URL, except as specifically approved by us. If you have registered a domain name or register a domain name in the future in violation of this Section, this Agreement serves as sufficient evidence for the domain name registrar to transfer ownership of the domain name to us. You must take all actions requested by us to effectuate this transfer of ownership to us and pay all costs associated with the transfer.

If we approve of any Internet Presence, you must comply with all directives from us with respect to the Internet Presence, including those related to materials posted on the Internet Presence, links to and from the Internet Presence, the use of the Marks on the Internet Presence, and security for the Internet Presence. In addition, the Internet Presence must be operated and maintained by you in compliance with all provisions of this Agreement, including those regarding the use of confidential and proprietary information, as well as any and all operating procedures, policies, standards and requirements that we may specify from time to time. You must also maintain the Internet Presence in compliance with all applicable laws, including those applicable to copyright and trademark, privacy, anti-defamation, and advertising and endorsements. We may at any time, in our sole discretion, require you to remove, delete or modify any Internet Presence, or any information, content or post thereon. We will retain sole ownership of any Internet Presence, as well as any domain name related thereto and all content thereon, which includes all or a portion of the Marks, or any word, phrase or symbol confusingly similar thereto or a variant thereof, as part of the domain name, user name, account name, hashtag, account profile or page reference ("Franchisor Internet Presence").

8.4 Communication. You must subscribe, at your expense, to an Internet service provider or other electronic communication provider or service as we may approve or require. We may require that any and all communications between us and you be made through the Internet or such other electronic medium as we may designate, and you may be required to access the Internet or other electronic information on a regular basis to obtain full benefit of the System. We may, in our sole discretion, make use of any information furnished by us to you in the conduct of our business.

8.5 Email Advertisements. You agree not to transmit or cause any other party to transmit consumer advertisements or solicitations by email or other electronic media without our prior written consent as to: (i) the content of such email advertisements or solicitations; and (ii) your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you agree that you will be solely responsible for complying with all laws pertaining to sending emails, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003.

8.6 Technology Requirements. Before the Opening Date, you must purchase the Technology System from our approved suppliers and install it at the Hotel. You must update, maintain and purchase components for the Technology System as we require. We may periodically change our requirements regarding the Technology System. We will give you notice of the changes. We will have independent access to your Technology Systems.

8.7 Franchisor's Liability. Neither we nor our Affiliates have any liability to you if either the Technology System or the Reservation System becomes inoperable or ceases to function for any reason, unless caused by our or our Affiliate's gross negligence or willful misconduct.

ARTICLE 9.
MARKETING

9.1 Service Fee. We can use the Service Fee for costs, expenses, fees, charges, reimbursements and other expenditures for the System and other brands and businesses that are owned, licensed, managed or otherwise operated by or for us or our Affiliates (collectively, the "Radisson Brands"), including (i) advertising, marketing, promotions, sales and public relations; (ii) researching, developing, producing, implementing and administering standards, programs and initiatives; (iii) developing and maintaining directories, databases, interfaces, connections, applications, information services and technology and web sites; (iv) developing and conducting training programs; (v) providing reservation, booking, search, call handling, customer satisfaction, guest assistance, commission, intermediary and other services; (vi) administering and maintaining guest reward or loyalty programs, such as Radisson Rewards Americas, and any successor or substitute program; (vii) administrative costs, third party charges and overhead related to these programs; and (viii) defraying expenses of the brand business conference. We decide what specific activities to spend Service Fees on, and amounts to be paid for them to ourselves, our Affiliates and third parties, including joint efforts and programs with others. We coordinate and control all programs and other matters on which we spend Service Fees. We can use national, international and regional providers to assist us with programs or other matters on which we spend Service Fees and we can use our own internal resources when working on these matters and reimburse ourselves for the use of those resources. We will control all of these programs, activities and other matters.

(a) The Services Fees are not held in a marketing fund, trust or escrow for the benefit of you or other System licensees. We have no fiduciary duty with respect to the use and administration of the Service Fees. You have no rights of any kind with respect to the Service Fees. At your request, we will provide you with an unaudited annual statement of the receipts and disbursements of these fees.

(b) We have no obligation to supplement the Service Fees paid to us under any circumstances or for any reason.

9.2 Marketing and System Standards Programs. We may develop new (and modify existing) Marketing and System standards, programs and initiatives. Our decisions as to these matters are final and binding. You must participate in all programs while they are in effect.

9.3 Materials. You may only use Marketing materials that we have approved.

9.4 Licensee Marketing and Identification.

(a) You must Market the Hotel locally and regionally on a basis comparable to that done by other System Hotels generally. All of this Marketing must include the Radisson Inn &

Suites logo, all applicable Reservation System toll free numbers, the System web site identification and the applicable chain codes.

(b) You must clearly identify and Market the Hotel under the Licensed Name. You must submit to us for approval the style and form of the Licensed Name before it is used.

(c) You must submit to us for approval all Marketing materials and programs you intend to use.

9.5 Third Party Advertising. You may not market (nor permit your Affiliates or Third Parties to do so) any businesses, services or products at the Hotel that may have a material negative effect on the System or any System Hotel, as judged by us.

9.6 Guest Referral. Whenever possible, you must refer customers to other System Hotels and use every reasonable means to encourage the use of System Hotels by the public.

9.7 System Marketing. You must display all required System Marketing and other materials we require with respect to System Hotels and other hotels we specify in Hotel guestrooms and public areas we require.

9.8 Other Hotels. You may not market (nor permit your Affiliates or Third Parties to market) any other hotels, hotel systems or hotel companies at the Hotel or in any Hotel Marketing communications without our approval, excluding those that appear in publications not specifically produced for that purpose and over which you have no control of content.

9.9 Promotional Access and Use. We may enter the Hotel at all reasonable times to take photographs, recordings and other electronic records of the interior and exterior of the Hotel, and associated vehicles and signage. We may use them for the purposes we deem appropriate without any notice or compensation to you and without receiving your consent. We are not obligated to make attribution to you. Upon our request, you must cooperate with us in taking and arranging for such photographs, recordings and electronic records and assist us to obtain the necessary consents of or assignments from individuals depicted in or involved in such photographs, recordings, and electronic records. You irrevocably assign to us all of your right, title, and interest, if any, in and to all such photographs, recordings, and electronic records, together with all related intellectual property rights.

9.10 Guest Satisfaction. You must participate in all guest satisfaction programs we require. If we receive a guest complaint, or you fail to respond to a complaint within the time we specify, we may resolve the complaint or respond for you, and we will bill you for our costs to resolve the matter along with an administrative fee. In addition, upon request by a third party, you hereby consent to us providing your contact information to that third party.

9.11 Marketing Cooperative. You must participate in any local and regional Marketing cooperatives or groups established by us for the Hotel's locality and region. A cooperative or group will not be formed in a market area until we, in our sole discretion, determine that there is a sufficient number of System Hotels in a defined geographic area sharing common Marketing needs. All Marketing activities conducted by the cooperative or group are subject to our approval.

ARTICLE 10.
SIGNS

10.1 Standard. You must install and maintain signs and other identification in and about the Hotel identifying the Hotel as a System Hotel. The signs and other identification must be located in the areas where they will have maximum exposure to the general public using the public streets and highways in and around the Hotel, and provide identification, guidance and assistance to customers in the Hotel.

10.2 Approval. The signs and other identification must conform to the System in all respects and must be approved by us before being ordered. You must use suppliers we designate for the signage survey and the design, purchase and installation of signs and other identification.

10.3 Compliance with Laws. You must comply with all Legal Requirements relating to the erection, maintenance, and use of the signs. You must notify us and cooperate with us to resolve inconsistencies between the System and Legal Requirements.

10.4 Modification and Replacement. We may modify signage and other identification designs and standards for System Hotels. When this occurs, you must modify the then-existing signs and other identification within the time period we specify at your sole expense.

ARTICLE 11.
TRAINING

11.1 Orientation and Training. We may require you and your Owners, officers and directors, your General Manager, and certain other Hotel personnel to attend, or to participate through teleconferencing, electronic or other mediums, and successfully complete, required orientation and initial and ongoing training at locations and at times we select. Your General Manager must successfully complete the Radisson Hotel Group Leadership Certification at a place we designate no less than 90 days before the Opening Date, or if a new General Manager is hired after the Opening Date, within 90 days of hire. We provide this training to protect the System and the Marks and not to control the day-to-day operation of your Hotel. Except as set forth herein, you are responsible for training all of your employees to perform their job responsibilities and are responsible for their performance.

11.2 Periodic Conferences and Meetings. The General Manager, and your other representatives we designate, must attend all meetings and conferences we require, including our brand business conference, which may be held as often as annually. If the General Manager does not attend the brand business conference or any regional meetings, you must still pay the registration fee and cannot apply it to another person attending the conference or meeting in place of the General Manager.

11.3 Costs and Expenses. You are responsible for all costs and expenses incurred by employees working at the Hotel and of other Persons designated by you who are participating in any of these orientations, training programs, conferences and meetings. These costs and expenses include room and board, travel, incidentals and any registration, tuition or fees generally imposed on all attendees in comparable categories. We may change the fees for any of these programs and impose fees for existing orientations, training programs, conferences and meetings where there is no fee charged as of the Effective Date, as long as we impose the fees generally on all attendees or participants in comparable categories.

ARTICLE 12.
GOODS AND SERVICES

12.1 Standards. The Hotel may only use and offer goods and services required by the System, and you must refrain from providing any goods or services that are not approved. If you would like to sell an unapproved good or service it must be approved by us before sale and you must pay us our then-current supplier approval fee if we determine that testing is necessary to see if the product or service meets our specifications.

12.2 Approved Supplies and Suppliers. We may furnish to you lists of approved supplies or approved suppliers for certain items, including, but not limited to, certain items of FF&E and OS&E and signage. You may only use approved equipment, products, fixtures, signs, advertising materials, trademarked items and other items (collectively, “approved supplies”) in the Hotel as set forth in the approved supplies and approved suppliers lists, which we may periodically amend. Although we do not do so for every item, we can designate or otherwise approve the supplier of approved supplies. Certain approved supplies may only be available from one source, and we or our Affiliates may be that source. You must pay the then-current price in effect for all purchases you make from us or our Affiliates. All inventory, products, materials and other items and supplies used in the operation of the Hotel that are not included in the approved supplies or approved suppliers lists must conform to the specifications and standards we establish. ALTHOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS.

ARTICLE 13.
INSPECTIONS

13.1 Franchisor's Inspection Rights. We or a Third Party we designate, at reasonable times and frequencies, may enter the Hotel to perform inspections and to interview Hotel employees to determine whether you are complying with this Agreement.

13.2 Follow-up Inspection Fee. If an inspection results in a "fail" rating, and we or a third party we designate conduct follow-up inspections, or if we or a Third Party we designate conduct an inspection because of your or the Hotel's failure to comply with our standards relating to minimum Medallia or other guest satisfaction measures, you must pay us the then-current inspection fee plus expenses for each follow-up inspection.

13.3 Costs. During an inspection, you must provide the person conducting the inspection with lodging at the Hotel at no charge.

ARTICLE 14.
CONFIDENTIAL AND PROPRIETARY SYSTEM INFORMATION

14.1 Right and Obligation to Use. We will make available to you a copy of the Operating Manuals by providing you with access to them through electronic or other means. You may not use any Confidential and Proprietary System Information for any purpose other than the Construction, Renovation and Operation of the Hotel pursuant to this Agreement. You must continuously Operate the Hotel in accordance with the Operating Manuals as they exist from time to time. You acknowledge that the Operating Manuals are designed to protect the System and the Marks and not to control the day-to-day operation of the Hotel.

14.2 Revisions and Maintenance. We may modify the Operating Manuals at any time. We will make all modifications available to System licensees at or about the same time. You must ensure that the Hotel's managers have access to and know how to access the electronic version of the Operating Manuals. You must keep any copies of the Operating Manuals current and up to date as revisions are made available by us. The terms of the most recent version of the Operating Manuals maintained electronically by us and made available to you control in all respects.

14.3 Ownership and Non-Disclosure. As between you and us, we own all Confidential and Proprietary System Information and all revenues we derive from this Information are our property. You may not make any Claim and have no rights to such information other than those that are granted in this Agreement. You may divulge Confidential and Proprietary System Information only to Persons who must have access to the information in order to perform their responsibilities under this Agreement or the Construction, Renovation or Operation of the Hotel. You must use all reasonable means to protect the confidentiality of the Confidential and Proprietary System Information and may not communicate or make it available to, or use it for the benefit of, any unauthorized Persons. Notwithstanding the above, we and you each own the Licensee Data that is stored in the Technology System at the Hotel. You and we and each party's respective Affiliates may use Guest Data only in accordance with all Legal Requirements. If you want access to the Licensee Data after the expiration or termination of this Agreement, you must enter into the necessary software licenses with the licensor of the software if available or we will provide a report to you containing the Licensee Data upon written request. We may disclose any information concerning the operating results and System Hotel Statistics of the Hotel or such other information in the Technology System, reservations and other systems without your consent. We may use all Confidential and Proprietary System Information for any reason as we deem appropriate, including making a financial performance representation in our Franchise Disclosure Document.

14.4 Licensee Data and Guest Data Use. You must use reasonable efforts to obtain Guest Data from guests. In collecting, using, storing and providing us with access to Guest Data and Licensee Data and complying with other related directives of ours, you must implement all measures necessary, including appropriate and commercially reasonable physical, organizational, security and technical measures for data protection and satisfaction of all consumer protection, notice, disclosure, permission, and consent requirements, and to comply with applicable Legal Requirements, Payment Card Industry ("PCI") requirements, and our then-current privacy policies. You must complete the PCI self-assessment questionnaires and take any other action we may periodically require to ensure your ongoing compliance with the PCI Data Security Standards and pay such fees as we specify. You must do and sign, or arrange to be done and signed, each act, document and thing we deem necessary in our sole discretion to protect Licensee Data and Guest Data and must immediately report to us any theft or loss of any Licensee Data or Guest Data.

14.5 Improvements. If you, during the term of this Agreement, conceive or develop any improvements or additions to the System, new trade names, trade and service marks and other commercial symbols related to the operation of the Hotel, or any advertising, promotion or marketing ideas related to the Hotel ("Improvements"), you shall fully disclose the Improvements to us without disclosure of the Improvements to others and shall obtain our written approval prior to the use of such Improvements. Any such Improvement approved by us may be used by us, our affiliates and all of our other franchisees and those franchisees of our affiliates, without any obligation to you for royalties or similar fees. You shall assign to us and our affiliates, as we may require, and hereby do assign to us, without charge, all rights to such Improvements, together with the goodwill associated with the Improvements, including the right to grant sublicenses to any such Improvements. We, at our discretion, may assign such Improvements to our affiliates and others, as we determine in our sole discretion, and may make application for and own copyrights, trade names, trademarks and service marks relating to any such Improvements. We also may consider such Improvements as our property and trade secrets. We shall authorize you to utilize any Improvement authorized by us generally for use by other franchisees of the System.

14.6 Survival. This Article will continue in full force and effect after and notwithstanding the expiration or termination of this Agreement.

ARTICLE 15.
LICENSEE'S MISCELLANEOUS OBLIGATIONS

15.1 Maintenance. You must do all things necessary to comply with the System, including keeping the Hotel in good order and repair and in a neat, clean, attractive, safe and sanitary condition. You must replace items or categories of FF&E and OS&E only with those that have been approved by us at least as often as when we determine that they have become worn out or otherwise unsuitable for use.

15.2 Periodic Construction and Renovation. You must periodically, at times we require, which may be as often as annually, perform the Construction and Renovation needed to maintain the Hotel's compliance with the System. The Construction or Renovation must be done in compliance with ARTICLE 5. We will establish a reasonable date by which any such Construction or Renovation must be completed. During the Construction and Renovation, you must use all reasonable means to minimize inconvenience to Hotel guests including taking appropriate measures by way of posting clearly visible and understandable signs or distributing written information to guests stating the nature of the

Construction or Renovation, the date by which it will be completed, and apologizing for any inconvenience.

15.3 No Reliance. We are not responsible for compliance with, and you must not rely on any information we provide with respect to the applicability of or compliance with, all Legal Requirements regarding the acquisition, Construction, Renovation or Operation of the Hotel, but you must seek the advice of independent counsel and other professionals.

15.4 Payment of Costs and Taxes. Unless specifically stated in this Agreement otherwise, you are responsible for all costs, expenses, obligations and taxes incurred or assessed as to the Hotel, your business or your activities under this Agreement.

15.5 Hotel Management. You must either continuously Operate the Hotel or Operate it through a General Manager or management company approved by us. You must notify us immediately of any personnel changes in the management positions of the Hotel. At any time during this Agreement, we can require you to Operate the Hotel through a management company approved by us. As a condition to our approval of any management company, we can require a representative of the management company to attend the next scheduled Operations Orientation. At all times, you must have a member of the management team on duty who is responsible for the Operation of the Hotel. If the management company or the General Manager becomes unsuitable to manage the Hotel at any time, you must promptly retain a qualified replacement approved by us.

15.6 Notice of Default. You must promptly deliver to us a copy of any notice of default received from any mortgagee, trustee under any deed of trust, or ground lessor as to the Hotel, and if we request, provide us additional information as to the alleged default or any action or proceeding related to it, when we request such information.

15.7 Information Regarding Ownership. You must keep us fully informed at all times of the identities and percentage interest of each Person owning a 5% or greater Equity Interest, legal and beneficial.

15.8 Third Party Operators. You must engage Third Party operators for the Hotel's restaurants or cocktail lounges, whether through leases, management agreements or otherwise, only with our approval. In addition, whether by inclusion of appropriate provisions in applicable documents or otherwise, you must require all Third Party operators of these facilities and other facilities open to the public to operate and maintain them in the same manner as you would be required if you were operating them directly.

15.9 Pricing; Promotional Programs. You must honor the terms of all promotional or discount programs that we may offer to the public for System Hotels and comply with any pricing policies we may specify, including minimum and maximum price policies, minimum advertised price policies and unilateral minimum price policies. You must also provide those services and other items we specify on such terms and at such rates, including free-of-charge, as we may specify.

ARTICLE 16.
FRANCHISOR'S MISCELLANEOUS OBLIGATIONS

16.1 Pre-Opening Assistance. We will provide you with: (i) access to the Operating Manuals; and (ii) consultation on design, development and pre-opening and purchasing activities as to compliance with and the implementation of the System.

16.2 Post-Opening Assistance. After the Opening Date, we will: (i) consult generally with you as to System resources and requirements; and (ii) visit the Hotel at times we determine to consult with you and the Hotel staff on the implementation and use of the System and the benefits to be derived from it.

16.3 Other Assistance. If we make the following available to System licensees generally, we will provide: (i) at your request, in-depth assistance to you on Hotel Operations, but on a cost and expense reimbursement basis mutually agreed to at the time of the request; and (ii) programs for the purchase of OS&E, FF&E and other goods and services directly or through our Affiliates.

ARTICLE 17.
BUSINESS AND LEGAL RELATIONSHIP - OPERATION AND CONTROL

17.1 Independent Contractor. We and you are each independent contractors. This Agreement does not create any other relationship between you and us. You may not make any agreements, representations or warranties in our name or on our behalf nor represent that the relationship is other than that of licensor and licensee.

17.2 Evidence of Relationship. You and your employees must hold yourselves out to the public as an independent contractor by, without limitation:

(a) Clearly identifying yourself in all dealings with Third Parties as a licensed, independently owned and operated entity, including on all public records, checks, stationery, purchase orders, receipts, Marketing materials, envelopes, letterhead, business cards, employment applications or other employment documents, invoices and other communications, electronic or otherwise.

(b) Displaying a sign in the front desk area of the Hotel so as to be clearly visible to the general public indicating that the Hotel is independently owned and Operated as a licensed business.

(c) Maintaining a notice on the employee bulletin board clearly visible to employees at the Hotel, identifying the correct name of their employer and clearly stating that neither Country Inn & Suites by Radisson, Inc. nor any of its Affiliates is the employer.

17.3 Licensee's Control. You are solely responsible for determining the manner and means by which the day-to-day Operation of the Hotel is conducted and for achieving your business objectives. Subject to any approval, inspection and enforcement rights reserved to us, you are solely responsible for the employment, supervision, setting the conditions of employment, maintenance of employment records, discipline and discharge for your employees, and daily maintenance, safety, security and the achievement of compliance with the System. Our ability to approve certain matters, to inspect the Hotel and its Operation and to enforce our rights, exists only to the extent necessary to protect our interest in the System and the Marks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to you, nor will they be construed to do so. Your employees are not our agents or employees and we are not a joint employer of these individuals. You are solely responsible for performing all administrative functions at the Hotel, including payroll and maintaining workers' compensation insurance. You acknowledge that you are not economically dependent on us, and that we do not provide facilities, equipment or house or transport your employees or provide tools or materials required for your employees to perform services for you.

ARTICLE 18.
FRANCHISOR'S TERMINATION RIGHTS

18.1 Default - No Opportunity to Cure. The following are, without limitation, events of material default by you, entitling us to terminate this Agreement upon notice to you without you having the opportunity to cure the default:

(a) Opening the Hotel and commencing Operation in violation of this Agreement.

(b) You, or any of your officers, managers, governors, members or directors, or any Owner is convicted of, or pleads guilty or no contest to, a felony, or any other crime that is likely to adversely affect or reflect upon the Hotel or the parties, or that impairs the good will associated with the System or the Marks.

(c) You, any Owner, guarantor or the Hotel file a petition or pleading under any bankruptcy or insolvency laws or such a petition is filed against you, any Owner, guarantor or the Hotel, and is not opposed by you, the Owner, guarantor or the Hotel, as applicable; the Hotel becomes an asset subject to a proceeding under any bankruptcy or insolvency laws; a permanent or temporary conservator, receiver or trustee is appointed for you, any Owner, guarantor or the Hotel or for all or substantially all of your property, the property of any Owner, guarantor, or the Hotel by any court having jurisdiction; you, any Owner, guarantor or the Hotel make an assignment for the benefit of creditors or make a written statement to the effect that you are unable to pay your or the Hotel's debts as they become due or the Owner or guarantor is unable to pay his, her or its debts as they come due; a levy, execution or attachment is issued against all or part of the Hotel, or all or substantially all of your property or an Owner's or guarantor's property, and is not released, stayed or satisfied within 30 days of issuance; or you or any Owner or guarantor are dissolved.

(d) A material, final judgment against you, any Owner or guarantor remains unsatisfied for 30 days or longer without being discharged, vacated, reversed or stayed (unless a supersedeas bond is filed).

(e) Proceedings to foreclose any lien or mortgage against the Hotel are commenced, and are not dismissed within 30 days.

(f) Except as otherwise provided in this Agreement, you cease to continuously Operate the Hotel.

(g) You receive three notices of material defaults from us within a 36 month period.

(h) You intentionally understate or under report Total Rooms Revenue.

(i) You, any Owner or guarantor fails to comply with the provisions of this Agreement with respect to Transfers or any guarantor fails to comply with any provision of the guaranty.

(j) Any representation made by you, any Owner or guarantor to us proves to be materially untrue at the time it was made or you, any Owner or guarantor breach any warranties given to us.

(k) You or a Third Party notifies us that you intend to cease to Operate the Hotel as a System Hotel before the expiration of the term of this Agreement.

(l) The representation and warranty made by you under Section 26.31(b)(i) of this Agreement proves to be materially untrue.

The effective date of termination for a default under this Section is the date stated in the notice.

18.2 Default - Opportunity to Cure. The following are, without limitation, events of material default by you that entitle us to terminate this Agreement upon notice to you subject to your right to cure. The cure period for any default, unless otherwise stated, is 30 days after your receipt of the notice.

(a) You fail to pay any past due fees or other amounts owed to us or our Affiliates. The cure period for this default is 10 days after your receipt of the notice.

(b) You fail to complete any of the orientation and training programs we require.

(c) You fail to comply with: (i) any material requirement of the System or this Agreement; or (ii) a sufficient number of non-material System or Agreement requirements, which, collectively, constitute materiality or evidence a disregard for the System or the Marks.

(d) The Hotel fails an inspection conducted pursuant to this Agreement.

(e) You fail to commence either Construction of the Hotel by the Construction Commencement Date, or Renovation of the Hotel by the Renovation Commencement Date, or fail to open the Hotel or the Renovated area by the date required in this Agreement, or fail to complete any Renovation in the manner and by the date stated in any product improvement plan for the Hotel, without an extension being provided by us.

(f) You fail to provide evidence that you have obtained the insurance coverage required in this Agreement.

(g) You fail to comply with any Legal Requirement as to the Operation of the Hotel.

(h) You fail to cure any default that we determine materially impairs the goodwill associated with the Marks or the System within 48 hours after we provide you with notice.

The effective date of termination under this Section is the expiration of the cure period stated in the notice without you having cured the default, or a later date as stated in any subsequent notice.

18.3 Suspension of Services. In addition to any other remedies we have, after notice to you of any material default by you, regardless of the applicable cure period, we may suspend the services of the Reservation System and any other services we provide, until the default is cured, all without any liability by us to you. You acknowledge and agree that suspension of any of these services does not take away a material portion of the significant benefits provided to you under this Agreement and therefore does not constitute a constructive termination of this Agreement, and you will not seek equitable relief preventing or limiting our rights under this Section. You must continue to pay all amounts due under this Agreement for any suspension period and comply with all of your other obligations under this Agreement and otherwise. If we suspend the services of the Reservation System, and you subsequently cure the default, you must pay $1,500 or the then-current reinstatement fee to us before we will reinstate these services

18.4 Liquidated Damages. If this Agreement is terminated because of your default, including if you terminate other than in accordance with ARTICLE 19, the actual damages that we would suffer for the loss of prospective fees and other amounts payable to us under ARTICLE 6 would be difficult if not impossible to ascertain. Therefore, if this Agreement is terminated because of your default, including if you terminate other than in accordance with ARTICLE 19, within 10 days of such termination, you will pay to us as liquidated damages, and not as a penalty, a reasonable estimate of the probable damages that we would suffer for the loss of prospective fees and other amounts payable under ARTICLE 6, calculated as set forth on the Key Contract Data page. You must also pay taxes on such payment in accordance with Section 6.9.

18.5 Other Damages. The liquidated damages are in lieu of the actual damages we would suffer under ARTICLE 6 after the termination of this Agreement. We may also recover from you all other damages of every type and nature that we sustain as a result of the termination and any default by you under the terms of this Agreement.

18.6 Damages Cap. You and each Owner acknowledge and agree that our aggregate liability to you or any Owner for any Claim or arising out of any cause of action shall not exceed the total amount of fees actually received by us from you hereunder. This limitation shall not modify in any way the provisions and obligations of ARTICLE 22 and ARTICLE 23 below.

18.7 Communication with Third Parties. After notice to you of any material default, we can notify any third parties, including any lenders, of the default and communicate with such third parties regarding you, the Hotel and its operations.

ARTICLE 19.
LICENSEE'S TERMINATION RIGHTS

19.1 Termination for Cause. You may terminate this Agreement by notice to us effective 10 days after delivery to us of notice of termination, if we fail to perform any of our material obligations contained in this Agreement, and this failure continues at least 30 days after notice to us describing the failure in reasonable detail. If the failure cannot reasonably be cured within that 30 days, you may not terminate this Agreement as long as we begin the cure within the 30 days and proceed diligently and in good faith to accomplish the cure.

ARTICLE 20.
CONSEQUENCES UPON TERMINATION/EXPIRATION

20.1 Licensee's Obligations. Upon the expiration or termination of this Agreement for any reason, you must immediately do the following, without limitation:

(a) Pay all amounts due and owing to us and our Affiliates, submit any missing Reports to us and our Affiliates, and deposit with us an amount reasonably estimated by us that will be sufficient to cover the amounts that will become due and owing after the termination or expiration date, attributable to the period before this date.

(b) Stop using the Marks, including any Franchisor Internet Presence, and the System, stop Operating the Hotel as a System Hotel, and stop representing the Hotel to the public or holding it out as a System Hotel or a former System Hotel. To accomplish this, you must, without limitation, remove, return, shred or otherwise securely destroy, as instructed by us: (i) the Operating Manuals, any Confidential and Proprietary System Information, Marketing materials, labels, and all other printed materials containing the Marks; (ii) all interior and exterior signs, OS&E, FF&E and other items containing the Marks; and (iii) anything else that might reasonably result in customers continuing to identify the Hotel as a System Hotel, including, modifying the exterior and interior appearance of the Hotel so that it will be easily distinguished from the standard appearance of a System Hotel. You must cover up anything bearing the Marks or otherwise identified as being associated with the System that cannot reasonably be removed on or before the expiration or termination date, until it can be removed, but must then immediately remove the signage.

(c) Take such action as may be required to properly cancel all assumed name or equivalent registrations relating to the use of the Marks, and notify the telephone company, any domain name registrar, any internet service provider, and all listing agencies of the termination or expiration of your right to use any domain names, profiles, email addresses, accounts, telephone numbers and classified and other directory listings associated with any Franchisor Internet Presence, or that include any portion of the Marks, and authorize the telephone company, domain name registrars, internet service providers, and listing agencies to transfer to us all such domain names, telephone numbers, registrations, profiles, email addresses, accounts, and directory listings, along with access thereto. You acknowledge that we have the sole right to and interest in all telephone numbers, directory listings, email addresses, domain names profiles, and accounts associated with the Marks, including any Franchisor Internet Presence, as well as any content thereon. You authorize us, and appoint us your attorney-in-fact, to direct the telephone company, domain name registrars, internet service providers, and all listing agencies to transfer telephone numbers, email addresses, domain names, accounts and listings to us, as well as provide access to us to any such account or registration.

(d) Not make or issue any statements or any other communications for public dissemination regarding the termination of this Agreement or your relationship with us without our approval.

20.2 Franchisor's Rights. After we notify you of a default that could lead to the termination of this Agreement, or at any time after an expiration or termination date for this Agreement has been established, we may stop accepting System Reservations for any date after the termination or expiration date, and we may notify any Person who has made a System Reservation for a guestroom stay that starts before and ends after the termination or expiration date, or starts after the expiration or termination date, and inform them that as of the date of their stay or proposed stay, the Hotel may or will no longer be a System Hotel. You acknowledge and agree that in addition to our right to notify any Person seeking to make a System Reservation or who has made a System Reservation about the changing status of the Hotel, we may refer them to other hotels franchised or managed by us or an Affiliate without any liability to you. If you fail to comply with Section 20.1(b), we may immediately (i) enter the Hotel or other of your premises to take the action contemplated by Sections 20.1(b) and 20.1(c); (ii) notify the telephone company and all listing agencies that you no longer have the right to use or list any of the Hotel's telephone numbers, or any classified or other directory listings under the Licensed Name or the Marks, and (iii) notify any domain name registrar or internet service provider that you no longer have the right to use any domain names, profiles, email addresses, or other accounts associated with any Franchisor Internet Presence, or that include any portion of the Marks.

20.3 Survival. This Article will continue after and notwithstanding the expiration or termination of this Agreement.

ARTICLE 21.
TRANSFERS

21.1 Transfers by Franchisor. We may Transfer this Agreement without your consent. We will provide you with written notice of any such Transfer upon or after its effective date. As a condition to the Transfer, the Transferee will assume all of our obligations under this Agreement. After such Transfer we shall have no further obligations under this Agreement.

21.2 Right of First Negotiation or Right of First Notification.

(a) If we have a right of first negotiation as identified on the Key Contract Data page:

(i) You must notify us immediately if you intend to Transfer the Hotel. If you are negotiating with a Third Party for the Transfer of the Hotel, you must deliver to us a notice offering to Transfer the Hotel to us or one of our Affiliates ("Offer") before you Transfer the Hotel. The Offer must state the price and all other material terms under which you would sell the Hotel to us, or one of our Affiliates, and must be in sufficient detail so that an acceptance by us would constitute a binding contract to Transfer the Hotel. If the Offer includes any non-cash consideration, we may substitute the fair market value equivalent in cash. Any dispute over the fair market equivalent will be settled by three appraisers; one appointed by us, one appointed by you, and the third appointed by the other two. If you or we fail to appoint an appraiser within 20 days of notice delivered by the other, then the one appraiser who had been appointed will decide the fair market value equivalent. Within 10 days from the delivery of your Offer, we will deliver a notice to you indicating whether we are interested in negotiating a Transfer of the Hotel ("Interest Notice"). If we fail to deliver the Interest Notice on time, you may Transfer the Hotel at any time within 6 months of our receipt of the Offer so long as the requirements this Section are met.

(ii) If we deliver the Interest Notice to you on time, you must immediately provide the information we reasonably require to conduct our due diligence with respect to the Transfer. We have 45 days after delivery of the Interest Notice

("Acceptance Period") to accept the Offer by sending you a notice ("Acceptance Notice"). During the Acceptance Period, we can negotiate the terms of the Offer with you without these negotiations constituting a rejection or counteroffer or a waiver of our right to accept the Offer within the Acceptance Period. You must make good faith efforts to be available at reasonable times and places for these negotiations. If we timely send a valid Acceptance Notice, or if we and you agree in writing to other terms, the parties will proceed with the Transfer in accordance with the Offer or other negotiated terms ("Modified Offer"), but no earlier than 30 days after delivery of the Acceptance Notice.

(iii) If we do not send an Interest Notice, a valid Acceptance Notice or if we and you do not agree to a Modified Offer and you proceed to Transfer the Hotel, the Transfer must be on terms that do not materially deviate from the Offer. Any deviation from the Offer that reduces the overall economic consideration (e.g., form of consideration, reductions in price, timing of payments, allocation of expenses, etc.) of the Transfer by more than 2% from the Offer is considered a material deviation. If the Transfer will be on the basis of a material deviation, you must again offer to Transfer the Hotel to us pursuant to this Article. In addition, if the Transfer is not finalized within 6 months from the end of the time period within which we have to send you an Interest Notice or the expiration of the Acceptance Period if we sent you an Interest Notice, any proposed Transfer after that period is again subject to this Article.

(iv) This Article applies to all Transfers of the Hotel regardless of our previous decision as to any particular offer to Transfer.

(v) Any proposed Transfer of Equity Interests that would result in Owners being in Control of Licensee who were not Controlling Owners as of the Effective Date is deemed to be a decision to Transfer the Hotel for purposes of this Section. You must: (i) put Owners and prospective Owners on notice that any Transfer of an Equity Interest by or to them is subject to this Article; and (ii) ensure that all Owners who wish to Transfer their Equity Interest to any Person, other than an Owner as of the Effective Date, comply with this Article.

(b) If we have a right of first notification as identified on the Key Contract Data page, you must notify us if you intend to sell the Hotel immediately upon placing the Hotel up for sale.

21.3 <u>Transfers by Licensee</u>. We entered into this Agreement based on negotiations that are specific to the circumstances and relationship between us and you and those who Control Licensee as of the Effective Date. As a result, the restrictions imposed on any Transfer are reasonable and necessary to enable us to: (i) protect the System and the Marks; and (ii) take our relationship with you and any Transferee into account.

You may not, without our consent, which we may withhold, Transfer or permit the Transfer of: (i) the Hotel; (ii) this Agreement; (iii) all or substantially all of your assets; or (iv) any Equity Interest that will result in Owners being in Control of Licensee who were not in Control as of the Effective Date. We can impose conditions on our consent to the Transfer, including the following:

(a) The Hotel must be Transferred to the same Person who enters into the new license agreement with us;

(b) All of your monetary obligations due to us and our Affiliates must be paid in full, and you cannot otherwise be in default under this Agreement or any other agreements with us or our Affiliates at the time of Transfer;

(c) The Transferee must deliver an application on the form we require at least 60 days before the effective date of the Transfer and, within that time period, demonstrate to our satisfaction that the Transferee meets our then-current requirements for the granting of a license to Operate a System Hotel;

(d) The Transferee must sign our then-current standard license agreement but, at our request, for a term ending with the term of this Agreement or the term provided for in the then-current standard license agreement. The fee structure and amounts will be those provided for in the then-current standard license agreement. This fee structure, amount and other provisions may differ materially from this Agreement;

(e) The Transferee's Owners must sign our then-current standard form of personal guaranty or corporate guaranty of the license agreement;

(f) The proposed General Manager of the Hotel and other key employees we designate must attend the then-required orientations and training programs before the date of Transfer, if held, or at the first one scheduled after the Transfer;

(g) You or the Transferee must take or agree to take measures to comply with our requirements with respect to: (i) any Construction or Renovation and other matters in a product improvement plan we prepare and pay any fee in connection with the plan; and (ii) improvements in the Operation of the Hotel needed to comply with the System, regardless of whether we have required or requested you to take these measures at any time before the request for approval of the Transfer. Our failure to conduct an inspection and provide product improvement plan or list of Operating improvements before the Transfer, whether with respect to a Transfer or otherwise, does not constitute a waiver of our right to enforce the provisions of this Agreement or the new license agreement between us and Transferee after the Transfer, as applicable, with respect to the same or different subject matter;

(h) You must sign and deliver to us our then-current form of termination agreement, including a general release, all on terms and conditions acceptable to us;

(i) You must be current in your payment obligations to Third Parties;

(j) You must pay a non-refundable Transfer fee in an amount equal to the Initial Fee required for a new license agreement in effect as of the date of the Transfer.

21.4 Transfers to Affiliates. There are no restrictions on your Transfer of any of your business assets to an Affiliate except that: (i) no Transfer of the Hotel can take place without a Transfer of this Agreement to that same Affiliate; (ii) you must notify us at least 30 days before the Transfer is effective; (iii) the Transferee must enter into a written agreement with and satisfactory to us under which the Transferee assumes your obligations under this Agreement; (iv) you must remain primarily liable as to the obligations under this Agreement; and (v) any Owners who were not Owners of the Licensee must sign our then-current standard personal or corporate guaranty of license agreement and must, at our request, comply with any other of our then-current requirements for the granting of a license to Operate a System Hotel. You must also pay us the then-current administrative fee for a Transfer under this Section.

21.5 Publicly Traded Equity Interests. There are no restrictions on the Transfer of publicly traded Equity Interests as long as no Person owns or controls directly or indirectly, more than 5% of the issued and outstanding voting Equity Interests in you.

ARTICLE 22. INSURANCE

22.1 Policy Coverage and Amount. You must maintain: (i) commercial general liability insurance with an occurrence-based coverage trigger (including products, completed operations, personal and advertising injury, and independent contractors coverage) of at least $10,000,000 per occurrence, and coverage must apply on a per location basis and include coverage for bodily injury and property damage, including claims or loss for bodily injury or property damage arising from mold, indoor air quality or legionella; (ii) commercial automobile liability insurance covering all owned, hired or borrowed vehicles used to perform work in conjunction with this Agreement of at least $10,000,000 per accident; (iii) liquor liability/dram shop insurance with limits of not less than $10,000,000 for each common cause; and (iv) workers' compensation and employers liability coverage with limits for coverage A not less than statutory and limits for coverage B not less than $1,000,000 for each occurrence. The policies must also provide for the following:

(a) "Radisson Hospitality, Inc. and Country Inn & Suites by Radisson, Inc. and their subsidiaries and Affiliates" must be named as additional insureds. (For workers' compensation policies Radisson Hospitality, Inc. and Country Inn & Suites by Radisson, Inc. should be added by an alternate employer endorsement.);

(b) We must receive no less than 30 days' notice of any cancellation, non-renewal or material changes;

(c) The policy must not have a deductible or self-insured retention of greater than $25,000 without our prior approval; and

(d) Coverage should apply on a primary basis and not contribute with any insurance specifically purchased by Radisson Hospitality, Inc.

Limits of liability required above by line of business can be satisfied either through primary policy limits or a combination of primary and umbrella policy limits.

22.2 General Contractor's Liability Insurance. Before the start of any Construction or Renovation, you must require the appropriate Third Parties to procure and maintain commercial general liability insurance (including products, completed operations and independent contractors coverage) with limits of at least $5,000,000 naming us and our Affiliates as additional insureds, and statutory workers' compensation insurance with employer's liability limits of at least $1,000,000 for each accident or disease.

22.3 Other Insurance. You must also procure and maintain: (i) all insurance required under any lease, mortgage, deed of trust, contract for deed or any other legal contract with respect to the Hotel; (ii) "all risk" property insurance on the Hotel with extended coverage and replacement cost endorsements; (iii) business interruption insurance covering our fees, with us named as a loss payee as to those fees; (iv) statutory workers' compensation insurance with employer's liability limits of at least $1,000,000 for each accident or disease; and (v) employment practices liability insurance including coverage for third party violation claims and prior acts with a limit of at least $1,000,000 per occurrence and aggregate.

22.4 Qualifications and Evidence. You must obtain all policies with companies having an A.M. Best Rating of A(VII) or better, or otherwise acceptable to us. You must provide us with original certificates of insurance acceptable to us evidencing that all the policies are in effect and comply with System standards at the earlier of: (i) the start of Construction or Renovation; or (ii) the Opening Date, and at least 30 days before the renewal of any policy. You must provide us with copies of all policies upon our request.

22.5 Waiver of Subrogation and Release. The insurance company must include in the policy that the insurance company has no right of subrogation against you or us or any Affiliates of the parties. You waive and release all Claims against us and our Affiliates for any payments arising out of or related to any Claim with respect to an insurable risk and that occurs during the term of this Agreement.

22.6 Licensee's Risk. The required policies are for our and our Affiliates' benefit and protection. We make no warranty or representation that the policies are adequate for your needs. The insurance coverage you must obtain is the primary coverage and must pay all losses incurred. You assume all risks in this respect and waive all Claims against us for these matters and for any partial or fully uninsured Claims. Your obligation to maintain the required insurance is not limited in any way because of any insurance that we or our Affiliates carry. Neither you nor any of your insurance providers may deny coverage of any losses, whether by you, us or Affiliates of the parties because of any insurance that we or our Affiliates carry, and you have no right to any additional coverage obtained by us or our Affiliates.

22.7 Changes. We may make such changes to the insurance requirements, including requiring different or additional coverage, conditions and limits to reflect inflation, changes in standards of liability, higher damage awards in public or product liability litigation and business related liability, or other relevant changes in circumstances.

ARTICLE 23.
INDEMNIFICATION/ATTORNEYS' FEES

23.1 Indemnification. You assume sole and complete responsibility for, and must indemnify and hold harmless us and our Affiliates against and from, all payments due to any Claim related to, arising out of, or in any way connected with the Hotel, including but not limited to Claims arising out of the Construction, Renovation or Operation of the Hotel, the negotiations leading to the signing of this Agreement or the Construction, Renovation or Operation of the Hotel, any of your employment practices, any occurrence at the Hotel or any of your acts or omissions or anyone associated with you, brought by or on behalf of any Third Party or your Affiliates, including, in all cases, those caused by us or our Affiliates' own negligence and those for which either we or our Affiliates may be held strictly liable. Your obligations under this Article do not apply to payments based on Claims that are directly caused by our gross negligence or willful misconduct, but do apply to all other Claims, including those based on: (a) theories of vicarious liability, including agency, apparent agency or employment; (b) negligent failure to compel your compliance with the provisions of this Agreement including compliance with Legal Requirements; or (c) payments made by us, or for which we are responsible, in connection with our enforcement of your obligations. For purposes of this Article, we and our Affiliates includes the respective officers, directors, shareholders, managers, members, governors, employees, agents, Third Party contractors, successors and assigns of us and our Affiliates.

23.2 Defense Against Claims. You must defend us and our Affiliates against all Claims, provided that upon notice to us, we or our Affiliate may use our own counsel and may control the investigation and defense of such Claim, but at your cost. If we or our Affiliate choose not to assume control of the defense, you must consult regularly and cooperate fully with us and our Affiliate, and provide us and our Affiliate, as applicable, with timely notice of all significant filings, discovery due dates, hearings, offers of settlement, and any other significant events involving the Claim.

23.3 Survival. The indemnification and other obligations in this Article will continue in full force and effect after and notwithstanding the expiration or termination of this Agreement.

ARTICLE 24.
INJUNCTIVE RELIEF

24.1 Availability. A breach of this Agreement by you that relates to any of the matters in this Section 24.1, will cause us irreparable harm for which monetary damages are an inadequate remedy. Therefore, in addition to any other remedies we have, we may obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement with respect to: (i) the Marks; (ii) the System; (iii) your obligations upon termination or expiration of this Agreement; (iv) Transfers; (v) Proprietary and Confidential System Information; and (vi) any act or omission by you or your employees that (a) constitutes a violation of any Legal Requirement; (b) is dishonest or misleading to customers of the Hotel or other System Hotels; (c) constitutes a danger to the employees or customers of the Hotel or to the public; or (d) may impair the goodwill associated with the

Marks or the System. You may seek and obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement as are available at law or in equity. You must pay us all reasonable costs and expenses, including attorneys' fees incurred by us in enforcing our rights under this Article.

24.2 Bond. Neither party is required to post a bond or other security with respect to obtaining injunctive relief.

ARTICLE 25.
DESTRUCTION/CONDEMNATION

25.1 Damage or Destruction/Condemnation-Termination. If: (i) the Hotel is totally destroyed or substantially damaged; or (ii) all or a substantial portion of the Hotel is taken (other than for a temporary use) by a Governmental Authority having the power of condemnation, eminent domain or similar power of compulsory acquisition (or any voluntary sale to the Governmental Authority as an alternative to the exercise of such power) ("Condemnation") such that the Hotel becomes uneconomical, unfeasible or not reasonably practical to Operate, either party, within 45 days after the occurrence of such event, may terminate this Agreement by 30 days' notice to the other. Substantial damage means that 50% or more of the aggregate floor space of the Hotel becomes untenantable. A substantial portion of the Hotel is considered taken if, in either party's reasonable opinion, the part not taken cannot be rebuilt or repaired and utilized so as to be acceptable as a System Hotel under the then-current System. If you give the notice, contemporaneously with the giving of the notice and as a condition to the effectiveness of such termination, you must pay us an amount equal to the liquidated damages as calculated under Section 18.4, but using the date of the damage, destruction or Condemnation as the termination date for purposes of the calculation. If we give the notice, within 10 days of your receipt of the notice, you must pay us the same amount. You can offset any amount actually paid to us by your insurer under the business interruption insurance coverage required under Section 22.3(iii) of this Agreement against the liquidated damages payable under this Section 25.1.

25.2 Damage or Destruction/Condemnation-Restoration. If the Hotel is damaged, destroyed or taken through Condemnation, but not to the extent required to give rise to a right to terminate this Agreement, or if neither party elects to terminate this Agreement pursuant to the preceding Section, you must rebuild or restore the Hotel in accordance with Section 25.5.

25.3 Condemnation-Temporary Use. While a Condemnation of all or part of the Hotel for temporary use exists, this Agreement will remain in full force, subject to the following:

(a) If the Condemnation is for a period not extending beyond the term of this Agreement, the Condemnation award attributable to room sales, including any interest, will be included in Total Rooms Revenue for the year in which it is received. When the Condemnation terminates, you must complete any necessary repair in accordance with Section 25.5.

(b) If the Condemnation is for a period extending beyond the term of this Agreement, that portion of the Condemnation award attributable to room sales for the period up to the expiration of the term, will be included in Total Rooms Revenue for the year in which it is received.

25.4 Additional Proceedings. If we initiate proceedings against a Governmental Authority related to condemnation of all or part of the Hotel, you must cooperate in these proceedings. You can offset any amount actually paid to us pursuant to these proceedings against the liquidated damages payable to us under Section 25.1.

25.5 Construction. If the Hotel is damaged, destroyed or all or any part of the Hotel suffers a Condemnation, you must promptly begin rebuilding or repairing the Hotel and expeditiously complete it in accordance with ARTICLE 5. You must repair or rebuild the Hotel as nearly as possible to its value, condition and character immediately before the damage, destruction or Condemnation so that it would be acceptable as a System Hotel under the then-current System. You must complete the repair or rebuilding as soon as reasonably possible after the date of such damage, destruction or after which any portion of the Hotel was not available due to a Condemnation, but in any event no later than one year following the applicable date. If the Hotel is not completed as provided in this Section, we may terminate this Agreement upon 30 days' notice to you. Within 10 days following such notice, you must pay us an amount equal to the liquidated damages as calculated in Section 18.4, but using the date of the damage, destruction or after which any portion of the Hotel was not available to us due to a Condemnation as the termination date for purposes of the calculation.

25.6 Consequences of Termination. A valid termination pursuant to this Article is subject to ARTICLE 20 but is otherwise without liability by either party to the other party except: (i) as set forth in this Article; and (ii) for any Claim a party has against the other for matters occurring up to and through the date of such termination, whether resulting from default or otherwise. The term of this Agreement is not extended or renewed because of any of the events contemplated by this Article.

ARTICLE 26.
REPRESENTATIONS, WARRANTIES AND MISCELLANEOUS

26.1 Severability. All provisions of this Agreement are severable. If any court having jurisdiction finds any provision, in whole or in part not enforceable, the remainder of this Agreement will continue to be in full force and effect, and the applicable parts of the affected provision are superseded and modified by such applicable law. If any provision requiring you to indemnify, defend and hold us or our Affiliates harmless against and from the consequences of our or our Affiliate's negligence is judicially determined to be unenforceable, the parties will contribute to, or reimburse each other for, any payments required to be made under the applicable Claim in proportion to the adjudicated degree of fault. Other than with respect to the preceding sentence, if either party can establish that such modifications would constitute a material deviation from the general purpose and intent of this Agreement, either party can terminate this Agreement on 90 days' notice. A valid termination pursuant to this Section is subject to ARTICLE 20 but is otherwise without liability by either party to the other party except for any causes of action a party has against the other for matters occurring up to and through the date of such termination, whether resulting from default or otherwise.

26.2 Waiver. The failure, refusal or neglect of one party to require the other party to comply with any provision of this Agreement, in whole or in part, does not constitute a waiver by such party of its right to require full compliance with the same or different provisions in the future, regardless of the acceptance of payments or performance by the party seeking compliance.

26.3 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Agreement shall be governed by the laws of the State of Minnesota. The parties agree, however, that if: (i) you are not a resident of Minnesota, or if you are a partnership, limited liability company or corporation and you are not organized or incorporated under the laws of Minnesota, and (ii) the Hotel is not located in Minnesota, then the provisions of the Minnesota Franchise Act and the regulations promulgated thereunder shall not apply.

26.4 Venue and Jurisdiction. Except for injunctive relief sought by us, which we may bring in a court of competent jurisdiction in the state where: (i) you reside or have your principal place of business; or (ii) the Hotel is located, all Claims arising out of or related to this Agreement in any way, must be commenced, filed and litigated before a court of competent jurisdiction located in Hennepin County, Minnesota. You submit to personal jurisdiction of the state and Federal courts in such county for this purpose.

26.5 Waiver of Jury Trial. TO THE EXTENT EITHER PARTY MAY PROCEED BY JUDICIAL PROCESS, EACH OF THE PARTIES WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, AND ALLEGATIONS OF

STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR OTHER CAUSES OF ACTION, IN CONNECTION WITH ANY LEGAL ACTION.

26.6 Claims. If either of us fails to notify the other in writing of any alleged misrepresentation, violation of law, deficiency, or breach of this Agreement, within 1 year from the date that we have knowledge of, believe, determine or are of the opinion that there has been a misrepresentation, violation of law, deficiency or breach by the other party, then the alleged misrepresentation, violation of law, deficiency or breach will be considered waived, (notwithstanding Section 26.2), but such waiver of any prior deficiency or breach of any provision of this Agreement shall not affect the obligation of the party to comply with the obligation or provision in the future; provided, however, that this waiver will not apply to your under payment of any fees you owe us, including ones set forth in ARTICLE 6, or to your obligations to comply with ARTICLE 21. Any such notification shall not extend or lengthen any statute of limitations provided by applicable law.

26.7 Successors Bound. This Agreement is binding upon the parties and their respective, heirs, successors and Transferees.

26.8 Entire Agreement. This Agreement, including the Key Contract Data page and any addenda, exhibits, related acknowledgments and amendments to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes and terminates all prior agreements and understandings, either oral or in writing. Nothing set forth in this Agreement or any related agreement is intended to disclaim any representations we made in the Franchise Disclosure Document. Any representations, warranties, inducements, promises, understandings or agreements between the parties, that are not in such Franchise Disclosure Document you acknowledge receiving at least 14 days before signing this Agreement or paying any money to us or an Affiliate, or in writing and signed by us and you, are void and not enforceable.

26.9 Modifications. Oral modifications to this Agreement, including those by way of release, amendment, waiver or otherwise, are not valid or enforceable. The parties may modify this Agreement only by a written agreement signed by a duly authorized representative of each party, but we may unilaterally periodically modify the Operating Manuals.

26.10 Headings. The Table of Contents and the headings of the Articles and Sections are for convenience only and do not define, limit or construe their contents.

26.11 Notices. Any notices required or permitted must be in writing, given in advance, and must be delivered either personally, by fax, by United States Priority Mail or by a reliable next business day delivery company and in the case of Notice from us to you via email. Notices by fax are deemed delivered and received upon transmission. Notices by United States Priority Mail are deemed delivered and received on the fourth day immediately following the day the notice was given to the United States Postal Service. Notices by next business day delivery are deemed delivered and received on the day immediately following the day the notice was given to the next business day delivery company. Notices delivered via email are deemed delivered upon transmission to the email address we have for you in our records. Information for notices is as follows, and you must immediately notify us of any changes to the information hereunder:

To Franchisor:	To Licensee:
See first paragraph of this Agreement	c/o the Licensee at the address, facsimile number or email address shown in our records or on the Key Contract Data page.

You must comply with any process that we establish for notices to be sent electronically.

26.12 Execution/Counterparts. The parties may sign more than one identical copy of this Agreement, each of which is an original. When the parties sign different, but identical copies of this Agreement, the copies constitute one agreement.

26.13 Attorneys' Fees. All reasonable and necessary costs and expenses, including attorneys' fees, incurred by us or you in enforcing any provisions of this Agreement, or in defending against any Claims made against one by the other with respect to this Agreement, must be paid to the prevailing party in such action by the other party, except as otherwise provided in Section 24.1.

26.14 Actions by Others. Where you are prohibited by this Agreement from directly taking any action, or where action by you would constitute a default, you may not encourage, authorize or permit any other Person, directly or indirectly or under your direct or indirect control to take such action.

26.15 Performance through Others. We may perform all of our obligations directly or through our Affiliates or Third Party consultants. If performed through any of them, you are still obligated to us as to such matters.

26.16 Joint and Several Liability. The liability of all parties signing this Agreement as Licensee is joint and several in each and every respect.

26.17 Survival. All provisions that need to continue in force and effect after and notwithstanding the expiration or termination of this Agreement in order to achieve an intended result, will continue in full force and effect despite the absence of such specific language with respect to such provision.

26.18 Compliance with Laws. Notwithstanding any provision to the contrary, you must comply with all Legal Requirements, including those of all countries in which you conduct business that prohibit unfair, fraudulent or corrupt business practices such as those that are comparable to the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act, otherwise known as the Patriot Act. At our request, you must give us evidence, acceptable to us, of compliance by you, the Hotel and the Hotel site with the Legal Requirements we specify.

26.19 Time of the Essence. Time is of the essence for every provision of this Agreement.

26.20 Third Party Beneficiaries. This Agreement is for the sole benefit of you and us and is not for the benefit of any Third Parties.

26.21 Cumulative Rights. The remedies in this Agreement are not exclusive. Either party is free to pursue other remedies as are available at law or in equity.

26.22 Use of Definitions/Terms. The words "includes," "such as," and "for example" are not intended to limit the listing that follows. The listings are examples or illustrations. These words should be read as if the words "without limitation" and "but not limited to" appear after them.

26.23 Copies. Photocopies and facsimiles of a signed original of this Agreement as well as electronically signed versions of this Agreement are fully binding and effective as originals.

26.24 Internal Policies. Our internal policies and procedures, whether or not communicated to you, are intended for our use only, are not binding on us with respect to our relationship with you, and are not a part of or an amendment to this Agreement.

26.25 Exhibits. All exhibits, addenda, schedules and riders attached to this Agreement are a part of it and fully incorporated into it.

26.26 Interpretation. Neither this Agreement nor any of its provisions is to be construed against or interpreted to the disadvantage of either party because a party drafted this Agreement or the provision.

26.27 Distribution. When requested in writing (or electronically) by the General Manager, the Hotel's controller, by any holder of a mortgage on the Hotel, or your legal counsel, we can deliver copies of this Agreement and any related notices or amendments to any of them, without any verification of their position or authority other than that derived from the written request.

26.28 Waiver of Class Action Rights. You waive your right to bring, join or participate in, and are barred from bringing, joining or participating in, any class action suit. The parties agree that any proceeding must be conducted on an individual, not a class-wide, basis and that any proceeding between the parties or any Owner or any guarantor of Licensee may not be consolidated with another proceeding between us and any other Person. The foregoing does not limit your ability to obtain a remedy for any particular Claim you may assert against us.

26.29 Waiver of Collateral Estoppel. The parties agree that they should be able to settle, mediate, litigate, or compromise disputes in which they are involved with Third Parties, without having the disposition of such disputes directly affect the contract or relationship between the parties. The parties each agree that the decision of any arbitrator or court of law in disputes to which one of them is not a party shall not in any manner prevent the Person that was a party to the action from making similar arguments, or taking similar positions, in any subsequent action between the parties. The parties waive the right to assert that principles of collateral estoppel prevent either of them from raising any Claim or defense in an action between them as a result of such party having lost a similar Claim or defense in another action.

26.30 Waiver of Punitive Damages. The parties (and your Owners and guarantors) hereby waive, to the fullest extent permitted by law, any right to, or Claim for, any punitive damages against the other, or any affiliates, owners, employees or agents of the other.

26.31 Understandings.

(a) Understandings. You understand and agree to the following:

(i) Whenever we reserve or are deemed to have reserved rights in a particular area, or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "Reasonable Business Judgment" in making our decision or exercising a right. A decision or action by us will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other individual interest of ours. Neither you nor any Third Party (including, without limitation, a trier of fact) may substitute your or their judgment for our Reasonable Business Judgment.

(ii) We may modify all or any part of the System, and impose charges and cause you to incur expenses not contemplated by this Agreement in connection with these modifications if the charges apply generally to all System Hotels. Upon receipt of notice of a modification, you, as soon as reasonably possible, must stop using the former System and use the modified System.

(iii) The required elements of the System are essential to maintaining the quality and customer service required by the System.

(iv) You have no right to, and upon termination or expiration of this Agreement are not entitled to, compensation for any goodwill associated with the Marks or the System with respect to your use pursuant to this Agreement or otherwise.

(v) You are an independently owned and operated business whose success depends on your own efforts, and business conditions in general.

(vi) We may enter into agreements with Persons for the Operation of other System Hotels, containing provisions that vary materially from this Agreement, without any liability to you.

(vii) Because complete uniformity under various market circumstances may not always be possible or desirable, we may vary our enforcement of the System with respect to other System Hotels without any liability to you.

(viii) Whenever either party's approval is required, such approval, unless specifically stated otherwise, must be obtained in advance, and must be in writing. Our approval of any matter is a permission only and not a representation, warranty or assurance.

(ix) There are certain elements of the System, including the Technology System, Marketing and System standards, programs and initiatives, and the personnel, equipment and facilities used in the operation of the Reservation System, that do not belong to, and do not exist for the sole benefit of, us, you or System Hotels, but are owned and used by our Affiliates and other selected Third Parties in the operation of their businesses.

(x) We and our Affiliates may sell FF&E, OS&E and other goods and services to you at a price that may include a profit. We and our Affiliates may also receive payments from vendors based on sales of FF&E, OS&E and other goods and services to you or the licensing of rights to the vendors or you. The payments we receive may or may not be reasonably related to the FF&E, OS&E and other goods and services provided or the rights licensed.

(xi) We support The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism. You must use your best efforts to assist in that support by: (i) informing your employees about the current worldwide problem of the commercial sexual exploitation of children; (ii) prohibiting the use of your assets for the viewing, storage, distribution, promotion or other use of materials, which sexually exploit children and establishing procedures to enforce these policies; and (iii) prohibiting in your marketing the use of images or concepts that sexually exploit children.

(xii) We, at a significant cost have publicized the Primary Marks so that they have become representative of System Hotels.

(b) Representations and Warranties. You represent and warrant that:

(i) You have or will acquire, prior to the earliest of: (1) the Renovation Commencement Date; (2) the Construction Commencement Date; or (3) the Opening Date, and then hold for the term of the Agreement, fee title to the Hotel, without any restrictions that would interfere with Licensee's performance under this Agreement.

(ii) You have conducted your own investigation of all financial requirements, economics, business and legal risks as to the hotel business in general and Operating the Hotel in particular.

(iii) You have not had any statements, representations, warranties or guarantees (express or implied, written or oral) made to you by us or on our behalf including any as to the financial or business success of the Hotel or with respect to the Hotel's gross revenue, Total Rooms Revenue, revenue per available room, RevPAR index, occupancy, average daily rate, contribution to revenues or occupancy by the Reservation System, income, profits, earnings or expenses, other than any statements contained in our Franchise Disclosure Document.

(iv) You want to Operate the Hotel as a System Hotel and have made the decision not to affiliate the Hotel with any other hotel system, nor invest the substantial capital and human resources to develop a system of your own or to operate independently.

(v) You have had a full and adequate opportunity to read and review our Franchise Disclosure Document and this Agreement, and to be thoroughly advised by legal counsel or a personal advisor, or have chosen not to do so without any influence by us.

(vi) All information contained in and submitted to us in connection with your application for this license was complete and accurate when made. There have been no material changes in that information or other changes in your circumstances between the time of the submittal and the Effective Date.

(vii) The Owners as of the Effective Date who, alone or in concert with each other, are the only Persons who Control Licensee, and their percentages of Equity Interests are set forth on the Key Contract Data page.

(viii) Neither you, any Owner, nor any officer, director, manager, governor, member or employee of yours or any Owner, is named or will be named as "Specially Designated Nationals" or "Blocked Persons" as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control. Neither you nor any Owner is or will become Controlled by Governmental Authorities of any country that is subject to a United States embargo. Neither you nor any Owner has acted or will act directly or indirectly on behalf of any Governmental Authority that is subject to a United States embargo.

(ix) No Governmental Authority, official of an international organization, political party or official of any political party, or candidate for public office, has any direct or indirect Equity Interest or any interest in your revenues or profits.

(x) You have had a full and adequate opportunity to be advised by legal counsel regarding Legal Requirements that prohibit unfair, fraudulent or corrupt business practices, including the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act, otherwise known as the Patriot Act.

(xi) All contracts that would have prevented you from lawfully entering into this Agreement have either expired or been terminated before the Effective Date, without you or your Affiliates' breach of any of them to effect the termination.

(xii) You made all decisions to terminate, or to cause your Affiliates to terminate, any contracts that would have prevented you from lawfully entering into this Agreement independent of your dealings with us. We did not encourage or persuade you to terminate or cause your Affiliates to terminate any of those contracts.

(c) Inclusion. You and we agree that the Definitions contained at the beginning of this Agreement and these Understandings, Representations and Warranties are a material part of this Agreement.

(d) General Release. Subject to the Legal Requirements of any state, including those listed in ARTICLE 27, whose governing law is found to apply to this Agreement, you and each of your officers, directors, shareholders, employees, personal guarantors, agents, successors, assigns, heirs and personal representatives (collectively, the "Licensee Parties") hereby release, acquit and forever discharge us and our affiliates, and the officers, directors, shareholders, employees, agents, successors and assigns of any of the foregoing (collectively, the "Licensor Parties"), from all debts, covenants, and liabilities and claims of every kind and nature whether at law, in equity or otherwise, whether in tort, contract or otherwise, whether pursuant to any statute, ordinance, regulation, rule of common law or otherwise, whether direct or indirect, whether punitive or compensatory, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, and whether fixed, contingent or otherwise, which as of the Effective Date any of the Licensee Parties ever had, or now have against any of the Licensor Parties, including, but not limited to, those arising out of or existing under any agreement, including but not limited to this Agreement, the offer and sale of the franchise hereunder, and out of the relationship among the parties.

ARTICLE 27.
STATE MODIFICATIONS

If any provision of this Agreement violates the Legal Requirements of any state, including those listed in this Article, whose governing law is found to apply to this Agreement, then this Agreement is automatically amended to bring the provision into compliance with those Legal Requirements if such compliance can be achieved. Notwithstanding the above, this Agreement will not be automatically amended to bring any provision into compliance with any Legal Requirement that is adopted by a state after the Effective Date, unless such retroactive application is required by those Legal Requirements. This paragraph does not prevent us from challenging the validity, applicability or construction of those Legal Requirements.

(A) ILLINOIS. If this Agreement is governed by the laws of the State of Illinois, then: (1) Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement that designates jurisdiction or venue outside the State of Illinois is void; (2) Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation of provision purporting to bind you to waive compliance with the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void; (3) your rights upon termination and non-renewal of the Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act; and (4) Section 26.8 of this Agreement shall not be construed to mean that you may not rely on representations in the Franchise Disclosure Document that we provided to you in connection with the offer and purchase of the license granted under this Agreement.

(B) MARYLAND. The modifications contained in this Section 27(B) apply to residents of the State of Maryland and franchises to be operated in the State of Maryland. Accordingly: (1) any Claim allegedly arising from or related to the terms of this Agreement or the relationship of the parties will be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota or the federal or state courts of the state in which the Hotel is located, and Licensee, its officers, directors, members, managers, governors and shareholders submit to personal jurisdiction of such courts. Any consent by you to jurisdiction and venue in Hennepin County, Minnesota may be inapplicable, and you may bring a lawsuit in the State of Maryland for, claims arising under the Maryland Franchise Registration and Disclosure Law provided, however, that the inapplicability of any such consent will not be construed to mean that venue in Hennepin County, Minnesota is improper, or that you, your officers, directors and shareholders are not subject to jurisdiction in Hennepin County, Minnesota, or in any other state; (2) Section 26.6 of this Agreement is amended to provide that any claims by you arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the date of this Agreement; (3) if a general release is required as a condition of renewal or transfer, such release may not apply to any liability under the Maryland Franchise Registration and Disclosure Law; (4) any acknowledgments made by you in this Agreement may not be construed to act as a waiver of your rights under the Maryland Franchise Registration and Disclosure Law; and (5) all representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.

(C) MINNESOTA. If the Minnesota Franchise Act applies to the relationship created hereby, then: (1) Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (a) any of your rights as provided for in Minnesota Statutes, Chapter 80C or (b) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction; (2) we will comply with Minnesota Statutes, Section 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 for non-renewal of the Agreement and that consent to the transfer of the franchise will not be unreasonably withheld; (3) Section 4.4 is revised to include the following: "To the extent required by the Minnesota Franchise Act, we will protect your rights to use the Marks or indemnify you from any loss, costs or expenses arising out of any Claim regarding the use of the Marks, provided you are using the Marks in accordance with this Agreement."; (4) we are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes; (5) the requirement that you sign a general release as a condition for approval of a Transfer is subject to Minn. Stat. Chapter 80C, and may not be enforceable; and (6) Section 26.6 of this Agreement is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5 with respect to limitation of claims.

(D) NEW YORK. If this Agreement is governed by the laws of the State of New York, then: (1) any provision of this Agreement regarding revisions to and maintenance of the Operating Manuals are automatically amended to provide that such modifications to the Operating Manuals will not unreasonably increase your obligations or place an excessive economic burden on your operations; (2) any provision of this Agreement regarding indemnification is automatically amended to require you to indemnify us against, and reimburse us for, any damages resulting from your breach of this Agreement, your negligence or any civil, criminal or other wrong committed by you during the term of this Agreement; and (3) any provision of this Agreement regarding Transfers is automatically amended to provide that all rights enjoyed by you, and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued there, will remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law §687.4 and §687.5 be satisfied.

(E) NORTH DAKOTA. If this Agreement is governed by the laws of the State of North Dakota, then: (1) we may not terminate this Agreement based on your default without giving you written notice that you have breached this Agreement, and giving you 30 days after receipt of such written notice within which to correct the breach, subject to those instances where we may lawfully terminate immediately without an opportunity to cure; (2) any provision requiring the payment of a fixed amount or an amount based on a specific formula as a measure of damages or for exercising your option to terminate without cause may constitute a penalty and may be unenforceable; (3) any Claim allegedly arising from or related to the terms of this

Agreement or the relationship of the parties will be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota or the federal or state courts of the state in which the Hotel is located, and you, your officers, directors, members, managers, governors and shareholders submit to personal jurisdiction of such courts. The consent by you to jurisdiction and venue in Hennepin County, Minnesota may be inapplicable to certain types of claims, however, such inapplicability will not be construed to mean that venue in Hennepin County, Minnesota, is improper, or that you, your officers, directors and shareholders are not subject to jurisdiction in Hennepin County, Minnesota, or in any other state; (4) any provision requiring you to waive your right to a trial by jury may be unenforceable; (5) the requirement in Section 26.6 of this Agreement that any Claims by you be commenced within one year of expiration or termination of this Agreement may not be enforceable to the extent it conflicts with North Dakota law; and (6) no release language set forth in this Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

(F) RHODE ISLAND. If this Agreement is governed by the laws of the State of Rhode Island, then § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island 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. Subject to the preceding limitations provided in this Section 27(F), any Claim allegedly arising from or related to the terms of this Agreement or the relationship of the parties will be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota or the federal or state courts of the state in which the Hotel is located, and you, your officers, directors, members, managers, governors and shareholders submit to personal jurisdiction of such courts.

(G) VIRGINIA. If this Agreement is governed by the laws of the State of Virginia, then pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term is defined in the Virginia Retail Franchising Act, that provision may not be enforceable.

(H) WASHINGTON. If this Agreement is governed by the laws of the State of Washington, then: (1) the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act") will prevail over the inconsistent provisions of the Franchise Disclosure Document and this Agreement with regard to any franchise sold in Washington; (2) a release or waiver of rights executed by you will not include rights under the Act except when executed pursuant to a negotiated settlement after this Agreement is in effect and where the parties are represented by independent counsel; and (3) provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act like a right to a jury trial, may not be enforceable.

(I) WISCONSIN. If this Agreement is governed by the laws of the State of Wisconsin, then the provisions of the Wisconsin Fair Dealership Law, Wis. Stat. Chapter 135, will supersede any conflicting terms of this Agreement.

ARTICLE 28.
ELECTRONIC SIGNATURES

28.1 Electronic Signatures. By entering into this Agreement, you expressly consent to transact business with us electronically and that, consistent with the Uniform Electronic Transactions Act, and all other applicable state and federal laws, this Agreement and any other agreements may be executed by electronic signatures. The parties to this Agreement agree that the parties' electronic signatures are intended to authenticate this and any other writing and to have the same force and effect as the use of manual signatures and an electronically signed version of this Agreement and any other agreement shall constitute an original for all purposes.

COUNTRY INN & SUITES BY RADISSON, INC.	LICENSEE
By: ____________________	By: ____________________
Print Name: ____________________	Print Name: ____________________
Its: ____________________	Its: ____________________
Date: ____________________	Date: ____________________

ADA COMPLIANCE CERTIFICATION

In connection with the [insert name of hotel] (the "Hotel"), I hereby certify as follows:

1. I have inspected all areas of the [Hotel] [or in the alternative, insert description of Renovated area].

2. I have determined that the [Hotel] [or in the alternative, insert description of Renovated area] complies with the requirements of the Americans with Disabilities Act, as amended, including all regulations and standards promulgated thereunder, and all state and local laws governing public accommodations applicable to those with disabilities, as in effect as of the date hereof.

By:____________________________________

Print Name:______________________________

Title:___________________________________

Firm:___________________________________

Date:___________________________________

<u>EXHIBIT I</u>

PRODUCT IMPROVEMENT PLAN
(Attached to License Agreement as Exhibit A)

Non-Transferrable PIP

Creation Date: **# of Rooms:**
Revision Date: **Due Dates Included:**

Brand: Radisson Inn & Suites
Location:
Hotel Code:
Licensee:
PIP Manager:

PIP Effective Date:

This Product Improvement Plan ("PIP") contains some of the improvements you will have to make in order to implement the Standard Interior Design Packages ("Packages") and comply with System Standards at the hotel. The PIP is not designed or intended to address all construction, renovation or maintenance items required or desired at the Hotel. System Standards are dynamic and change from time to time as a result of changes in the travel and hospitality industry, guest desires and expectations, Licensor's initiatives and other factors. It is Licensee's responsibility to ensure that the Hotel is properly renovated and maintained, and that Licensee complies with all System Standards, as modified from time to time, whether or not identified in this PIP. The adherence to the Standards of Architecture & Design and the implementation of the Standard Interior Design Packages is critical to the brand and its customers. When you enter into a License Agreement, agreeing to make these improvements is part of our application and approval process.

This PIP, and the requirements identified in it, are incorporated in the License Agreement for the Hotel either at the time of the signing of the License Agreement, through an amendment to the License Agreement, or as an exercise of Licensor's rights under the License Agreement, as applicable. Prior to the signing of the License Agreement or amendment, as applicable, this PIP is subject to revision at any time in Licensor's sole discretion. If this PIP was prepared more than six months prior to the signing of the License Agreement or amendment related to the PIP, as applicable, you must contact us to obtain an updated PIP. Any action you take, including, but not limited to, expenditures in anticipation of the signing of a License Agreement or amendment related to this PIP, are at your own risk.

Failure to timely comply with a requirement of this PIP or a System Standard is a breach of the License Agreement and may subject you to receiving a notice of default under the license agreement. Therefore, you are expected to take the necessary steps to meet the requirements of this PIP and to complete other renovation and maintenance at the Hotel to comply with all System Standards as they are modified from time to time.

Before you undertake any renovation, rebuilding or substantial alteration of the Hotel, you must purchase and use one of our approved Standard Interior Design, Packages ("Packages") for the furniture, fixtures and equipment at the Hotel, purchase and install at the Hotel the specific products referred to under the Required Product Reference on the PIP, and for all other items, you must submit to our Franchise Operations department the proposed construction plans, detailed product specifications, and drawings for the project developed by qualified, experienced professionals. Some, but not necessarily all, items that require specifications or samples to be sent to Licensor for approval are indicated in the FF&E Specifications and Finish Materials Legend.

This PIP is subject to the General Terms and Conditions set forth at the end of this document.

Licensor in its sole discretion reserves the right to accelerate or add phase dates, require earlier completion of any of the items in this PIP, or add items to the PIP if Licensor determines it is necessary for any reason, including but not limited to the following: as a result of customer complaints; decreased guest satisfaction scores; design continuity;, deteriorated, damaged or worn out furniture, fixtures or equipment; safety issues or concerns; or as a result of harm or impairment of the goodwill associated with the System or Marks.

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****Non-Transferable PIP****

PRODUCT IMPROVEMENT PLAN GENERAL TERMS AND CONDITIONS

1. This Product Improvement Plan ("PIP") identifies some, but not all, of the improvements that must be made to the Hotel to comply with System Standards. The PIP is not designed or intended to address all construction, renovation, infrastructure, or maintenance items required or desired at the Hotel. System Standards are dynamic and change from time to time as a result of changes in the hospitality industry, consumer insights, Licensor's initiatives and other factors. It is Licensee's responsibility to ensure that the Hotel is properly renovated and maintained, and that Licensee complies with all System Standards, as modified from time to time, whether or not specified in this PIP. This PIP does not replace, modify, waive or defer Licensee's obligations to comply with the terms of the License Agreement for the Hotel, Licensor's renovation requirements and System Standards. Licensee may be required to perform additional work on the Hotel from time to time.

2. Hotels are required to plan, document, and receive prior brand approval for all renovations in accordance with the Radisson Inn & Suites Standards of Architecture & Design. Renovation plan submissions are to be sent to:

Radisson Inn & Suites Architecture, Design and Technical Services Department
Attn: Manager Interior Design
701 Carlson Parkway, MS 8204
Minnetonka, MN 55305

3. The Hotel's owners and management are responsible for coordinating the activities of all service providers including but not limited to the architect, interior designer, project managers, installers and suppliers.

4. Unless otherwise noted, all items listed in this PIP will be required to be completed by the phase dates indicated. Periodically, Radisson Inn & Suites will have a representative review the hotel's renovation progress and adherence to the renovation plan and standards. Purchase and installation of unapproved product is done at your own financial risk and will require removal and replacement by you at your expense.

5. The Hotel's owners and management are solely responsible for ensuring that the Hotel is renovated in compliance with all Legal Requirements. This PIP is not intended to, and does not, identify or address Legal Requirements relating to or impacting any improvements or renovations to the Hotel. This PIP also does not address issues related to the Americans with Disabilities Act (ADA) or equivalent laws. The Hotel's Owners and management are solely responsible for contacting appropriate professionals and taking all actions necessary to ensure that the Hotel is constructed, renovated, maintained and operated in compliance with all applicable National, State and Local Building and Fire Codes and applicable laws, including the ADA and other equivalent laws.

Ref.					
1A.01	Renovation Approval	Plans & drawings must be reviewed/approved by RHGA prior to starting renovations; Submit professionally prepared exterior, public area and guestroom FF&E layouts, finish plans, elevations, finish schedules, lighting and interior design materials			
1A.02	Model Guestroom	Construct a model guestroom in approved design for Brand on-site review and approval prior to renovating all guestrooms			
1A.03	De-Identify Brand Affiliation	Property must de-identify previous brand affiliation			
1A.04	Miscellaneous/Other				
1B.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1B.02	Exterior Signage - Brand	Required to be procured by an approved RHGA sign management vendor			
1B.03	Interior Signage - Brand	RHGA standard interior signage package or approved custom signage design package			
1B.04	Interior Signage - Exit	Exit signs to be installed to indicate all exit routes as required per AHJ			
1B.05	Signage - Other	Professionally designed and fabricated signage package for leased F&B outlet(s) and/or other leased spaces within the hotel property is required			
1B.06	Transportation Shuttle Vehicles	Required for airport locations with Brand approved graphics or vinyl wrap			
1B.07	Miscellaneous/Other				
1C.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1C.02	Façade/Finish System	Combination of painted fiber cement panels, lap siding and manufactured stone cladding OR Painted EIFS (synthetic stucco) or stucco and manufactured stone cladding			
1C.03	PTAC Grilles/Louvers	Factory finished metal louver; Decorative feature louver screening PTAC with 5-1/4” lap siding (4” exposure) from bottom of louver to next window			
1C.04	Fixed Glazing/Windows	Low emissivity (low-e) coating with thermally broken frames that resist fading			
1C.05	Roof/Visible Roofing Materials	To align in design, material, and color with architecture of building			
1C.06	Lighting/Illumination	Building lighting must be provided to enhance the architectural appearance of the building			
1C.07	Porte Cochere	Optional; Design and finishes must align with the architecture of the building; Painted wood panel cladding on columns & ceiling; Light fixtures are to be provided in the ceiling; Patterned concrete or pavers must be provided as pavement in drive-thru area			
1C.08	Portico/Canopy/Awning	Flat canopies are required at Auxiliary Entrances (no fabric awnings)			
1C.09	FF&E/Accessories	Black metal contemporary bench at Main entrance; Black metal trash receptacle at all entrances			
1C.10	Miscellaneous/Other				

1D.01	General Requirements	To be welcoming, well maintained, clean, attractively landscaped, and adequately illuminated; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1D.02	Sidewalks/Walkways	Concrete; Pavers or stamped concrete recommended for use on walkways at the main entrance and porte cochere (if provided)			
1D.03	Parking Lot (Paving/Curbs/Markings)	Sealed asphalt or concrete with cast in place concrete curbs and painted parking stripes and other markings; Concrete paving required in Dumpster areas			
1D.04	Parking Structure	If present, structure to complement the hotel exterior design and finish materials			
1D.05	Lighting (Poles, Bollards, Landscape)	Wayfinding lighting required at all walkways; Landscape accent lighting required to enhance features at night			
1D.06	Flags/Flag Poles	Optional; If provided, US, State and Brand flags (based on number of poles present)			
1D.07	Landscaping	Landscape plantings are required and align with the climate and geographical area in which hotel is located; Locate shrubs to screen mechanical equipment and meters, etc.			
1D.08	Visual Barriers/Walls/Fencing	Mechanical equipment is to be screened from view or located where it is not visible from grade level; Retaining walls must be constructed of stone, decorative masonry, or combination thereof; Fencing options include aluminum, wrought iron, brick, stone, stucco, or synthetic stucco			
1D.09	Dumpster Enclosure	Conceal Dumpster(s) from ground level view; Finishes to align with the building exterior			
1D.10	Veranda	Recommended in approved locations; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1D.11	Storage/Out Buildings	Finishes to align with the building exterior			
1D.12	Miscellaneous/Other				
1E.01	General Requirements	Vestibule recommended at the main entrance; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1E.02	Flooring	Porcelain tile or LVT			
1E.03	Walk-Off Mat	Recessed or surface mount combination entry mat; Brand Welcome Mat			
1E.04	Base	Tile to match floor tile; Rigid vinyl base or painted wood 4" H. (10 cm) with LVT			
1E.05	Walls	Wood cladding or painted gypsum board, smooth finish			
1E.06	Ceiling	Engineered wood cladding or painted gypsum board, smooth finish			
1E.07	Lighting	Recessed downlights or black metal ceiling mounted pendant			
1E.08	HVAC	Factory finished metal hardware			
1E.09	Doors	Automatically operated (motion detector sensor) pair of bi-parting doors			
1E.10	Phone/Intercom/Keycard Access	Required; Check-in window not permitted			
1E.11	Miscellaneous/Other				

1F.01	General Requirements	Vestibules recommended for energy efficiency and in locations where auxiliary entrances enter directly into Guest Corridors; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1F.02	Flooring	Porcelain tile or LVT			
1F.03	Base	Tile to match floor tile; Rigid vinyl base or painted wood 4” H. (10 cm) with LVT			
1F.04	Walk-Off Mat	Shallow recessed combination entry mat or surface installed			
1F.05	Walls	Painted gypsum board, smooth finish			
1F.06	Ceiling	Painted gypsum board, smooth finish or tegular tile			
1F.07	Lighting	Wall mounted black metal sconce with recessed down lights			
1F.08	Doors	Full panel glass with electronic card reader			
1F.09	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1G	**Lobby Café Lounge - Lobby**				
1G.01	General Requirements	Lobby Café Lounge Concept: Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1G.02	Flooring	Porcelain tile or LVT			
1G.03	Base	Rigid vinyl base or painted wood 4” H. (10 cm)			
1G.04	Walls	Painted gypsum board, smooth finish required; Engineered wood wall cladding, Horizontal stacked stone, and Painted brick all recommended accent wall finishes			
1G.05	Ceiling	Faux wood linear ceiling system; Painted exposed ceiling; Painted gypsum board, smooth finish			
1G.06	Lighting	General: Recessed downlights; Accent: Concealed trough lighting at two sides of room perimeter; Decorative: Floor and table lamps			
1G.07	FF&E-Leisure Style	Sofa Chaise, Bench, Lounge Chair, ottoman; Casegoods: Coffee Tables, Console Table, Cafe Dining Table & Base; Console Table Lamp & Floor Lamp; Area Rug(s)			
1G.08	FF&E-F&B Style	Mixed lounge and dining seating, various seating & table heights, counter seating at all windows, and communal table(s)			
1G.09	Artwork	Grouping with variation in brand approved image, coloration, mounting, mat, black frame, and size			
1G.10	Fireplace	Optional; Contemporary graphite or black framing prefabricated gas or electric with clear glass media and insulated glass front recommended			
1G.11	Fireplace Surround & Bookcases	Engineered wood wall cladding and synthetic stacked stone with built-in bookcases recommended			
1G.12	Accessories	Mixture of glass jars, bowls, baskets, vases, books, birch logs, and freestanding artwork			
1G.13	Welcome Station	Minimum 20” x 40” (51 cm x 102 cm) tabletop surface or from the built-in Convenience Station			
1G.14	Window Treatments	Stationary lined side panels, center traversing sheer, ripplefold fabrication, white batons (backside); Ceiling mounted with a painted architectural valance to conceal hardware; Alternate roller screen shades with finished valance and bottom			
1G.15	HVAC	Factory finished metal hardware			

1G.16	Television	Minimum 50” wall-mounted thin panel television with no exposed cords; Additional TV’s required based on square footage			
1G.17	Luggage Carts	Satin chrome or stainless-steel finish			
1G.18	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1H	**Reception Area**				
1H.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1H.02	Reception Desk	Engineered wood wall cladding; Solid white color quartz counter with eased edge			
1H.03	Furniture/Cabinetry	Optional; If present, flush overlay cabinet doors with solid white color quartz countertop with eased edge			
1H.04	Flooring	Porcelain tile or LVT			
1H.05	Base	Rigid vinyl base or painted wood 4” H. (10 cm)			
1H.06	Walls	Signature Brand accent wall feature including painted vertical wall panels on back wall; Vinyl wallcovering or painted gypsum board, smooth finish on other walls			
1H.07	Ceiling	Painted gypsum board, smooth finish			
1H.08	General Lighting	Recessed downlights			
1H.09	Decorative Lighting	Pendant fixtures over transaction counter			
1H.10	Artwork	Brand approved image, coloration, mounting, mat, frame, and size			
1H.11	Window Treatment	Stationary lined side panels, center traversing sheer, ripplefold fabrication, white batons (backside); Ceiling mounted with a painted architectural valance to conceal hardware; Alternate roller screen shades with finished valance and bottom			
1H.12	Door & Hardware	Wood flat 2-panel stile and rail door; Hollow metal frames; Satin chrome or black matte finish hardware			
1H.13	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1I	**Retail Space**				
1I.01	General Requirements	Optional; If provided, reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1I.02	Flooring	Porcelain tile or LVT			
1I.03	Base	Rigid vinyl base or painted wood 4” H. (10 cm)			
1I.04	Walls	Painted gypsum board, smooth finish			
1I.05	Ceiling	Painted gypsum board, smooth finish			
1I.06	Lighting	Surface mount low profile or recessed downlights			
1I.07	Counter Surface & Cabinetry	To equal Reception Desk			
1I.08	Product Display Case & Shelving	Open wood shelving with solid wood edges, laminate shelves, painted sides, and open back to expose painted drywall; Base cabinet with flush overlay drawers or doors; Solid white color quartz counter with eased edge			
1I.09	Slat Wall	Plastic laminate slat wall display			
1I.10	Refrigerator & Freezer	Black or stainless steel, free from brand endorsements and product graphics			
1I.11	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1J	**Lobby Café Lounge – Breakfast Room/Area**				
1J.01	General Requirements	Lobby Café Lounge Concept: Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1J.02	Flooring	Porcelain tile or LVT			

1J.03	Base	Rigid vinyl base or painted wood 4” H. (10 cm)			
1J.04	Walls	Painted gypsum board, smooth finish required; Engineered wood wall cladding, Horizontal stacked stone, and Painted brick all recommended accent wall finishes			
1J.05	Ceiling	Faux wood linear ceiling system; Painted exposed ceiling; Painted gypsum board, smooth finish			
1J.06	Lighting	General: Recessed downlights; Accent: Concealed trough lighting at two sides of room perimeter; Decorative: Floor and table lamps			
1J.07	FF&E-Leisure Style	Sofa Chaise, Bench, Lounge Chair, ottoman; Casegoods: Coffee Tables, Console Table, Cafe Dining Table & Base; Console Table Lamp & Floor Lamp; Area Rug(s)			
1J.08	FF&E-F&B Style	Mixed lounge and dining seating, various seating & table heights, counter seating at all windows, and communal table(s)			
1J.09	Artwork	Grouping with variation in brand approved image, coloration, mounting, mat, black frame, and size			
1J.10	Fireplace	Optional; Contemporary graphite or black framing prefabricated gas or electric with clear glass media and insulated glass front recommended			
1J.11	Fireplace Surround & Bookcases	Engineered wood wall cladding and synthetic stacked stone with built-in bookcases recommended			
1J.12	Accessories	Mixture of glass jars, bowls, baskets, vases, books, birch logs, and freestanding artwork			
1J.13	Welcome Station	Minimum 20” x 40” (51 cm x 102 cm) tabletop surface or from the built-in Convenience Station			
1J.14	Window Treatments	Stationary lined side panels, center traversing sheer, ripplefold fabrication, white batons (backside); Ceiling mounted with a painted architectural valance to conceal hardware; Alternate roller screen shades with finished valance and bottom			
1J.15	HVAC	Factory finished metal hardware			
1J.16	Television	Minimum 50” wall-mounted thin panel television with no exposed cords; Additional TV’s required based on square footage			
1J.17	Luggage Carts	Satin chrome or stainless-steel finish			
1J.18	Miscellaneous/Other				

Ref.	Area	Brand Requirements	Current Status	PIP Requirement	Due
1K	**Servery**				
1K.01	General Requirements	The Servery is located adjacent to the Cafe and is designed to be open and accessible to guests at all times; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1K.02	Flooring	Large format porcelain tile or LVT			
1K.03	Base	Rigid vinyl base or painted wood 4” H. (10 cm)			
1K.04	Walls	Painted gypsum board, smooth finish			
1K.05	Wall Tile Backsplash	Glazed decorative tile			
1K.06	Ceiling	Painted gypsum board, smooth finish			
1K.07	Doors	Wood flat panel door, stile and rail; Hollow metal frames; Satin chrome or black matte finish hardware			
1K.08	Lighting	Recessed downlights; Decorative pendant lights over center island (if provided)			
1K.09	Buffet Cabinetry & Counter	Accent painted millwork flush overlay cabinetry with matte black pull; Solid white color quartz top with eased edge; Minimum 34’ (10.4 m) or 40’ (12.2 m) inclusive of island			

Ref.	Area	Brand Requirements	Current Status	PIP Requirement	Due
1K.10	Servery Island & Counter	Accent painted millwork raised leg cabinet; Legs capped with matte black finish; Solid white color quartz top with eased edge and matte black metal grommet to access cabinet			
1K.11	Window Treatments	Roller screen shades with finished valance and bottom			
1K.12	Bus Station / Trash Receptacle	Accent painted millwork cabinetry to match Servery cabinetry, to conceal trash receptacle and bus tubs; Cup pull hardware in matte black			
1K.13	HVAC	Factory finished metal hardware			
1K.14	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1L	**Pantry Kitchen**				
1L.01	General Requirements	Minimum 300 sf (27.87 m2); Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1L.02	Flooring	Tile to match buffet area or 12” x 12” (30.5 cm x 30.5 cm) resilient tiles			
1L.03	Base	Rigid vinyl base 4” H. (10 cm)			
1L.04	Walls	Painted gypsum board, smooth finish or FRP (fiberglass reinforced panels)			
1L.05	Ceiling	Painted gypsum board, smooth finish or white 2’ x 4’ suspended tile with fine texture and tegular edge, 7’-6” AFF minimum			
1L.06	Door	Wood flat panel door, stile and rail; Hollow metal frames; Satin chrome or black matte hardware			
1L.07	Dishwasher	Commercial grade, stainless steel			
1L.08	Appliances	Commercial grade to include refrigerator, freezer, convection oven and microwave oven			
1L.09	Lighting	Ceiling mounted fixture with diffuser			
1L.10	Work Counter	Quartz or laminate			
1L.11	Shelving	Required			
1L.12	HVAC	Factory finished metal hardware			
1L.13	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1M	**Casual Workspace/Creative Content Studio**				
1M.01	General Requirements	Creative Content Studio Concept: Open and adjacent to Lobby Café Lounge, dedicated space, or incorporated into the optional Flex Space / Meeting Room; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1M.02	Flooring	Tufted broadloom carpet stretched over pad or double glue application, LVT, or carpet tile			
1M.03	Base	Rigid vinyl base or painted wood 4” H. (10 cm)			
1M.04	Walls	Painted gypsum board, smooth finish with accent vinyl wallcovering on one (1) wall			
1M.05	Ceiling	Painted gypsum board, smooth finish or white suspended tile with fine texture and tegular edge			
1M.06	Lighting	Square surface mount direct/indirect light, multi-light functionality or dimmable			
1M.07	FF&E-Workstation	Painted millwork cabinet; open for housing printer and doored (flush overlay with finger pull) if printer on countertop; Solid white color quartz counter with eased edge			
1M.08	FF&E	Feature Gamer Chair; Lighting: LED Gamer desk lamps			
1M.09	Equipment & Technology	Minimum (2) 65" LED wall mounted monitors with no exposed cords; Upgraded bandwidth required			

1M.10	Artwork	Grouping with variation in brand approved image, coloration, mounting, mat, black frame, and size			
1M.11	Window Treatments	Roller screen shades with finished valance and bottom			
1M.12	Door & Hardware	Matte black framed glass partition walls at entry and corner walls; Swing or sliding doors with matte black finish hardware			
1M.13	HVAC	Factory finished metal hardware			
1M.14	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1N	**Flex Space/Meeting Room**				
1N.01	General Requirements	Optional; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1N.02	Doors & Hardware	Matte black framed glass partition walls at entry and corner walls. Swing or sliding doors with matte black finish hardware			
1N.03	Flooring	Tufted broadloom carpet stretched over pad or double glue application, LVT, or carpet tile			
1N.04	Base	Rigid vinyl base or painted wood 4" H. (10 cm)			
1N.05	Walls	Painted gypsum board, smooth finish with accent vinyl wallcovering on one (1) wall			
1N.06	Ceiling	Painted gypsum board, smooth finish or white suspended tile with fine texture and tegular edge			
1N.07	Lighting	Square surface mount direct/indirect light, multi-light functionality or dimmable			
1N.08	Seating	Stack chair, armless, upholstered (fabric) seat and back or upholstered (fabric) seat and mesh back			
1N.09	Tables	laminate top seminar table with matte black powder coat metal base			
1N.10	Credenza	stained wood with solid wood legs, three (3) equal door cabinets with three (3) open cubbies above with notch for cord drop			
1N.11	Artwork	Grouping with variation in image, coloration, mounting, mat, frame, and size; Provide writable and tackable wall mounted visual boards			
1N.13	Acoustical Folding Wall	Operable wall with acoustical wallcovering, minimum STC rating of 50 between meeting rooms			
1N.14	Window Treatments	Stationary lined side panels, center traversing sheer, ripplefold fabrication, white batons (backside); Ceiling mounted with a painted architectural valance to conceal hardware; Alternate roller screen shades with finished valance and bottom			
1N.15	Television	Minimum 50" thin panel television with no exposed cords if Creative Content Studio not incorporated into space			
1N.16	HVAC	Central system controlled by thermostat in room; Factory finished metal hardware			
1N.17	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1O	**Fitness Studio**				
1O.01	General Requirements	A minimum 425 sf (39.48 m2) area is required; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1O.02	Door & Hardware	Full vision panel or provide full height sidelight with clear glass next to door; Secured with RFID keyless enabled access			
1O.03	Flooring	Commercial grade rubber flooring or LVT			

1O.04	Base	Rigid vinyl base 4” H. (10 cm)			
1O.05	Walls	Painted gypsum board, smooth finish on three (3) walls, Digital mural or accent wallcovering on one (1) wall			
1O.06	Ceiling	Painted gypsum board, smooth finish or white suspended tile with fine texture and tegular edge			
1O.07	Lighting	Recessed LED downlights, direct / indirect 2’ x 2’ (60.96 cm x 60.96 cm) or 2’ x 4’ (60.96 cm x 121.92 cm) LED light fixtures, or linear LED fixtures			
1O.08	Window Treatments	Roller screen shades with finished valance and bottom			
1O.09	Fitness Equipment	Refer to Fitness Center Implementation Kit-RHGA, Illustrated Product Guide (IPG) and Standards of A & D Manual for specifications			
1O.10	HVAC	Central system required, grille color to match wall			
1O.11	Television	Minimum 50” wall-mounted thin panel television with no exposed cords			
1O.12	Mirrors	Matte black metal framed, Large scale, glass to edge, no bevel			
1O.13	Signage	Rules and disclaimer signage required			
1O.14	OS&E/Accessories	Wall mounted house phone, Gym Wipe Dispenser, Trash Receptacle, Clean Towel Shelves & Used Towels Receptacle, Magazine Holder, Clock, Water Cooler			
1O.15	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1P	**Pool**				
1P.01	General Requirements	An indoor or outdoor swimming pool is not required but recommended for certain markets; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1P.02	Door & Hardware	Access doors constructed of non-corrosive material, either a full vision panel or clear glass sidelight adjacent to door is required; Non-corrosive door hardware with RFID keyless enabled access			
1P.03	Fence & Gate	Decorative fence required with electronic key-card access			
1P.04	Deck	Integrally colored cast-in-place concrete, acid etched, scored with pattern			
1P.05	Base	To coordinate with pool deck and wall material			
1P.06	Windows	Vinyl, fiberglass, or aluminum fixed windows; Color to match darker building color on the outside, white on the inside			
1P.07	Walls	Rectangular format tile; Synthetic horizontal stacked stone accent wall; Painted smooth gypsum board on all other wall surfaces			
1P.08	Ceiling	Glue-laminated timbers and T&G wood stained paneling or high-performance painted gypsum board, smooth finish			
1P.09	Lighting	Lighting specifically designed to withstand the conditions in a pool environment; Recessed downlights, surface mount, pendant mount, and/or wall sconce			
1P.10	Pool Surface	Gunite concrete with marbelette finish; Ceramic tile border at waterline and safety grip coping tile			
1P.11	Pool Coping	Copings must have a non-slip finish with depth markings (‘F’ & “M”) and “NO DIVING” text legibly displayed around the pool perimeter			
1P.12	Whirlpool/Spa/Sauna	Optional			

1P.13	FF&E	Outdoor Seating: Aluminum welded frames with matte black powder coat finish and composite sling fabric; Tables: Aluminum welded frames, with matte black powder coat finish; Polystyrene synthetic wood slat tops; Umbrellas: 9’ round with neutral solid color fabric vented shade and manual adjustment mechanism			
1P.14	Deck Shower	Optional			
1P.15	Towel Holder & Receptacle	Decorative 3 - 4 shelf display piece for clean towels with used towel receptacle; White or color coordinated with the design and furniture			
1P.16	Telephone	Required with automatic dial to the front desk or allow direct dial for 911			
1P.17	Signage/Markings/Safety Equipment	Life safety equipment, warnings, rules and signage must be posted or provided as required by local codes and applicable laws			
1P.18	HVAC/Dehumidification System	Indoor pools to have dedicated conditioned air system; A system mitigating excess humidity or chlorine vapors is required			
1P.19	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1Q	**Pool Restrooms**				
1Q.01	General Requirements	Minimum, one single user unisex Restroom directly adjacent to Pool area required; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1Q.02	Doors & Hardware	Doors & Hardware Fiberglass reinforced plastic (FRP) doors and frames; Satin chrome or matte black finish door hardware			
1Q.03	Flooring	Porcelain tile			
1Q.04	Base	Tile to match floor tile			
1Q.05	Walls	Painted gypsum board, smooth finish; Porcelain tile located behind and next to fixtures			
1Q.06	Ceiling	Painted gypsum board, smooth finish			
1Q.07	Ceiling Lighting	Surface mount low profile or recessed downlights			
1Q.08	Vanity/Sink Lighting	Wall sconces (2) or fixture above vanity, matte black finish, frosted white glass diffuser			
1Q.09	Shower Lighting	Surface mount, low profile or recessed light fixture			
1Q.10	Vanity/Sink Mirror	Metal Framed, no bevel, and matte black finish			
1Q.11	Vanity/Sink/Fixtures	Wall mounted sink; Commercial grade single lever or automatic faucet with grid strainer at drain			
1Q.12	Soap Dispenser	Surface mounted, liquid soap; Satin stainless-steel finish			
1Q.13	Paper Towel Dispenser	Surface or recessed mounted dispenser; Satin stainless steel finish			
1Q.14	Waste Receptacle	Wall mounted or floor receptacle; Match decor or satin stainless steel finish			
1Q.15	Toilets/Urinals	White; Flush valve or gravity water closets with elongated bowl, open front seat and no lid			
1Q.16	Toilet/Urinal Partitions	Stainless, floor mounted and overhead braced			
1Q.17	OS&E/Accessories	Toilet tissue dispenser; Coat hook within toilet stall; Sanitary napkin dispenser & disposal (Women only)			
1Q.18	HVAC	Central ducted forced air with continuous exhaust			
1Q.19	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**

1R	**Public Restrooms**				
1R.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1R.02	Doors & Hardware	Wood flat panel door, stile and rail; Hollow metal frames; Satin chrome or matte black finish hardware			
1R.03	Flooring	Porcelain tile			
1R.04	Base	Tile to match floor tile			
1R.05	Walls	Painted gypsum board, smooth finish; Rectangular format tile located behind and next to fixtures			
1R.06	Ceiling	Painted gypsum board, smooth finish			
1R.07	Ceiling Lighting	Surface mount, low profile or recessed downlights			
1R.08	Vanity/Sink Lighting	Wall sconces (2) or fixture above vanity, matte black powder coated finish			
1R.09	Toilets/Urinals	White; Flush valve or gravity water closets with elongated bowl, open front seat and no lid			
1R.10	Toilet/Urinal Partitions	Stainless steel, floor mounted and overhead braced			
1R.11	Vanity/Sink/Fixtures	Solid color quartz counter in warm gray tone with eased edge and front apron to conceal under mount sink; Sink: Undermount, white, vitreous china; Fixtures: Commercial grade lever handle ceramic disk valve with grid strainer at drain, polished chrome			
1R.12	Soap Dispenser	Surface mounted, liquid soap; Satin stainless-steel finish			
1R.13	Vanity/Sink Mirror	Metal Framed, glass to edge, no bevel, and matte black finish			
1R.14	Full Length Mirror	Metal Framed, glass to edge, no bevel, and matte black finish			
1R.15	Artwork	Grouping with variation in brand approved image, coloration, mounting, mat, frame, and size; Accent wall mural acceptable			
1R.16	Paper Towel Dispenser	Surface or recessed mounted dispenser; Satin stainless steel finish			
1R.17	Waste Receptacle	Wall mounted or floor receptacle; Match decor or satin stainless steel finish			
1R.18	OS&E/Accessories	Changing Table - One pull down changing table in each restroom; Toilet tissue dispenser; Coat hook within toilet stall; Sanitary napkin dispenser & disposal (Women only)			
1R.19	HVAC	Central ducted forced air with continuous exhaust			
1R.20	Miscellaneous/Other				

Ref.	Area	Brand Requirements	Current Status	PIP Requirement	Due
1S	**Vending Area**				
1S.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1S.02	Door & Hardware	Optional; Narrow window panel lite in the door or a 1” wide, full height sidelight at the frame; Hollow metal welded frame; Satin chrome or matte black finish door hardware; Solid color quartz door threshold with eased edges			
1S.03	Floor	Porcelain tile or LVT			
1S.04	Base	Rigid vinyl base 4” H. (10 cm); Upper Floors: Tile to match floor tile			
1S.05	Walls	Painted gypsum board, smooth finish			
1S.06	Ceiling	Painted gypsum board, smooth finish; White suspended tile with fine texture and tegular edge			

1S.07	HVAC	From corridor; Additional air from central system recommended			
1S.08	Lighting	Surface mount, low profile or recessed downlights			
1S.09	Ice Machines	Required at first floor and recommended upper floors up to 4 stories; Buildings 5 stories and above ice required every other floor			
1S.10	Vending Machines	3 stories or less, vending is required on the first floor (unless Retail/Market Shop is provided); 4+ stories, vending is required for every other floors			
1S.11	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1T	**Guest Laundry**				
1T.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1T.02	Doors & Hardware	Entrance door must have full vision clear glass panel or provide full height sidelight with clear glass next to door; Room must be secured with RFID keyless enabled access			
1T.03	Flooring	Porcelain tile			
1T.04	Base	Tile to match floor tile			
1T.05	Walls	Painted gypsum board, smooth finish			
	Ceiling	Painted gypsum board, smooth finish; White suspended tile with fine texture and tegular edge			
1T.06	Folding Counter	Plastic laminate or solid white quartz with beveled edge			
1T.07	HVAC	Central system (recommended) or PTAC			
1T.08	Lighting	Surface mount, low profile or recessed fixture			
1T.09	Equipment	Minimum one (1) washer and one (1) dryer			
1T.10	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1U	**Guest Elevators**				
1U.01	General Requirements	Minimum one (1); Properties with more than 120 guestrooms are required to provide two (2) or more elevators			
1U.02	Doors	Brushed stainless steel or factory finished to align with interior design			
1U.03	Flooring	Porcelain tile or LVT			
1U.04	Walls	Plastic laminate walls to match property décor			
1U.05	Ceiling & Lighting	Stainless steel with recessed lighting or translucent diffuser with lighting above			
1U.06	Control Panel/Call Buttons/Signals	Brushed stainless steel or factory finished to align with interior design (hallway and cab side)			
1U.07	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1V	**Guest Corridors**				
1V.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1V.02	Doors & Hardware	Wood flat panel door, stile and rail; Hollow metal frames; Satin chrome or matte black finish hardware; Panic hardware and heavy duty closer per code on all emergency egress doors			
1V.03	Flooring	Axminister or CYP construction, textured cut and loop carpet with stretched over pad or double glue application; 1st Floor Elevator Lobby: porcelain tile or LVT			

1V.04	Base	Rigid vinyl or painted wood base 6” H. (15 cm); Upper Floors: To match 1st floor or broadloom edge bound carpet base, 4” H. (10 cm)			
1V.05	Walls	Painted gypsum board, smooth finish; Accent vinyl wallcovering at Elevator Lobby			
1V.06	Ceiling	White suspended tile with fine texture and tegular edge with painted smooth soffit drops every two bays; Elevator Lobby: Painted gypsum board, smooth finish			
1V.07	HVAC	Black or white PTAC units may be provided at corridor ends if less than 30 rooms on floor, otherwise a central ducted system is required			
1V.08	Lighting	Surface mount, low profile, recessed downlights and/or approved sconces			
1V.09	Artwork	Grouping with variation in brand approved image, coloration, mounting, mat, frame, and size			
1V.10	Window Treatments	Roller screen shades with finished valance and bottom			
1V.11	FF&E	Console table, lamp, and artwork at Elevator Lobby where space allows			
1V.12	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1W	**Stairwells**				
1W.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1W.02	Doors & Hardware	Wood flat panel door, stile and rail; Hollow metal frames; Satin chrome or matte black finish hardware; Panic hardware and heavy duty closer per code on all emergency egress doors			
1W.03	Flooring – 1st Floor Landing/Entry	Porcelain tile			
1W.04	Stair Treads, Risers & Landings	Tufted broadloom carpet, stretch or double glue application; Carpet optional for buildings 4 stories or more			
1W.05	Base	Traditional standard toe vinyl wall base to coordinate with floor color			
1W.06	Steel Stair Components	Paint exposed steel components to match doors; Fill tread pans with broom finish concrete			
1W.07	Walls	Painted gypsum board, smooth finish			
1W.08	Ceilings	Painted gypsum board, smooth finish			
1W.09	Handrails	Painted wood or metal			
1W.10	Lighting	Wall sconces			
1W.11	HVAC	Electric unit heater at first floor in cold climates; Air conditioning is recommended in warmer climates			
1W.12	Window Treatments	Roller screen shades with finished valance and bottom			
1W.13	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1X	**Guestroom**				
1X.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1X.02	Entry Doors & Frames	Wood flat panel door, stile and rail; Hollow metal welded frames with sound gaskets			
1X.03	Entry Door Locks & Hardware	Satin chrome or matte black hardware; RFID lock with minimum 1” hardened steel deadbolt, Overhead or concealed closers, 180 degree viewer with door view cover, Security collar; Vinyl or rubber sweep; Wall mount			

		door stop if not installed at base line; Solid color quartz threshold with eased edges			
1X.04	Connecting Doors & Frames	Flush solid core doors; Hollow metal frames with sound gaskets			
1X.05	Connecting Door Locks & Hardware	Satin chrome or matte black hardware; Must have a one-way latch set and separate thumb turn deadbolt on room side, with blank plates on other side			
1X.06	Balcony & Patio Doors/Locks	To be consistent with design concept; Appropriate locking devices based on door style and location			
1X.07	Electrical	Outlets to be located directly behind headboard, desk, welcome center, and seating area(s); Devices and cover plates to be color coordinated or black			
1X.08	Convenience Outlets	Provide ample power outlets and USB charging ports at headboard and task/desk areas; Multi-use power packs/units acceptable			
1X.09	Closet	Sliding bypass or swing doors, shelf, and hanger bar; Sliding doors must have tracks at top and guide at bottom; Finishes to coordinate with Guestroom; Open closet casegood system optional			
1X.10	Closet Rack	Painted shelf with polished chrome 1" tubing continuous slide rod for regular hook wooden hangers; Rod to be concealed			
1X.11	Flooring	Double Queen Room Type – Sleeping Area: Broadloom in brand approved pattern, tone on tone carpet stretched over pad; or alternate Luxury Vinyl Tile (LVT) with attached underlayment; Entry: Luxury Vinyl Tile (LVT) with attached underlayment. King Room Types - Sleeping Area and Entry : Luxury Vinyl Tile (LVT) with attached underlayment			
1X.12	Base	4" carpet base with bound edge over carpet; Rigid vinyl base 4" H. (10 cm) over tile and LVT			
1X.13	Walls	Painted gypsum board, smooth finish			
1X.14	Ceiling	Painted gypsum board, smooth finish			
1X.15	Artwork	Grouping of pieces wall hung with variation in image, coloration, mounting, mat, frame, and size			
1X.16	Framed Mirrors	Metal Framed, glass to edge, no bevel, and matte black finish			
1X.17	Casegoods Package	Headboard, Nightstand, Desk, Dresser, Entertainment Console (Suite), Side Table, Optional C-Table at desk			
1X.18	Welcome Center	A welcome center provided by the casegood manufacturer to house the microwave/refrigerator, coffee, and water service is required in all room types; 3" - 3.5" round recess light fixture with brushed nickel trim, mounted under soffit			
1X.19	Wardrobe	Closet unit provided by the casegood manufacturer is required in rooms without a standard closet			
1X.20	Wet/Dry Bar/Kitchenette	White stone or quartz counter; Contemporary cabinetry; Stainless steel sink; Black or stainless-steel appliances; Vent/Exhaust unit vented to outside			
1X.21	Lighting Package	Nightstand Lamp, Desk Lamp, Floor Lamp, Entry Light			
1X.22	Seating Package	Task chair or Desk Arm Chair, Lounge Chair, Wardrobe Bench, Sofa Sleeper; Optional upholstered (fabric) boxed lumbar and knife edge throw pillows			
1X.23	Window Treatments	Stationary lined side panels, center traversing sheer, ripplefold fabrication, white batons (backside); Ceiling mounted with a painted			

		architectural valance to conceal hardware. Alternate roller screen shades with finished valance and bottom			
1X.24	Window Sill / Restrictor	Operable windows must have stops to limit opening width as required by code; Window sills must be solid surface, quartz, or natural stone			
1X.25	Mattress / Box Spring Sets	Approved Serta or Simmons mattresses & box springs			
1X.26	Bed Frame/Platform	Black metal bed base or bed frame sized appropriately to mattress size			
1X.27	Bedding/Linens	Refer to the Radisson Inn & Suites Brand Standards Manual (SOP) and Illustrated Product Guide (IPG)			
1X.28	Pillows	Refer to the Radisson Inn & Suites Brand Standards Manual (SOP) and Illustrated Product Guide (IPG)			
1X.29	Televisions	Minimum 50" size; Two (2) required in Suites with separate living room and bedroom			
1X.30	HVAC/PTAC System	Through-wall centered below window, or vertical in corner of King Suites; All HVAC controlled by a wall mount digital thermostat			
1X.31	OS&E Package/Supplies	Refer to the Radisson Inn & Suites Brand Standards Manual (SOP) and Illustrated Product Guide (IPG)			
1X.32	Suite Rooms	Minimum of 15% of room inventory to be designated as Suites			
1X.33	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1Y	**Guest Bathroom**				
1Y.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1Y.02	Doors & Hardware	Flush solid core wood door, hollow metal frames, satin chrome or matte black hardware			
1Y.03	Exhaust Fan	Either central exhaust system or central system with individually controlled fan			
1Y.04	Electrical	duplex outlet or wall switch with integrated night light required, Black or white covers			
1Y.05	Flooring	Porcelain tile			
1Y.06	Base	Tile to match floor tile			
1Y.07	Walls	Painted gypsum board, smooth finish			
1Y.08	Ceiling	Painted gypsum board, smooth finish			
1Y.09	Lighting	Surface mount, low profile or recessed downlights			
1Y.10	Vanity	Stained wood veneer, free standing case piece vanity, solid wood legs, veneer apron, laminate shelf with wood edge; Solid white color quartz counter with eased edge			
1Y.11	Sink	Semi-recessed vessel sink, vitreous china, rectangular, single faucet hole (undermount sink used with accessible vanity)			
1Y.12	Sink Faucet	Polished chrome, satin chrome, or matte black, single control faucet with lever handle and metal pop-up drain			
1Y.13	Vanity Mirror	LED back-lit, no bevel, and metal framed matte black finish			
1Y.14	Vanity Lighting	Wall sconces (2) or fixture above vanity, matte black powder coated finish; In rooms with a bulkhead, recessed can or pin spot fixtures			
1Y.15	Toilet Tissue Dispenser	Polished chrome, satin chrome, or matte black; Single roll and wall mounted			
1Y.16	Facial Tissue Dispenser	Square or rectangular format, stainless or black			
1Y.17	Towel Peg	Polished chrome, satin chrome, or matte black; Single peg on back wall of shower and back of door			

1Y.18	Artwork	Required unless decorative wall finish used in lieu of artwork			
1Y.19	Bathtubs	White, porcelain enamel surface on steel backing with sprayed on acrylic composite backing OR Enameled cast iron, white, with integral apron and tiling flange			
1Y.20	Walk-In Shower	Required in minimum 25% of Kings & Suites; White, solid surface, acrylic, or steel with porcelain finish; Integral flange, Recessed trough drain with removable drain cover, Low threshold shower base, one-piece construction			
1Y.21	Tub/Shower Wall Surrounds	Cultured marble or similar panel surround OR Large format porcelain tile installed to full height of ceiling			
1Y.22	Tub/Shower Fixtures	Polished chrome, Satin chrome, or matte black, pressure balance bath/shower fitting			
1Y.23	Shower Doors	Clear, frameless with polished chrome connectors			
1Y.24	Shower Curtain Rod	Polished stainless steel, 1" (2.50 cm) diameter crescent shower rod with concealed fasteners			
1Y.25	Shower Curtain	Hookless, white			
1Y.26	Shower Head	Polished chrome, sating chrome, or matte black, multiple spray settings; Showers: Polished chrome, sating chrome, or matte black, rain shower design			
1Y.27	Shower Basket/Soap Dish	Required to align with surround			
1Y.28	Toilets	White tank type with elongated bowl with open front seat and lid			
1Y.29	Towel Rack/Bar	Custom rack/bar unit mounted above toilet for rooms where vanity is located outside of bathroom			
1Y.30	Terry Stock	Refer to the Radisson Inn & Suites Brand Standards Manual and Illustrated Product Guide (IPG)			
1Y.31	OS&E Package/Supplies	Refer to the Radisson Inn & Suites Brand Standards Manual and Illustrated Product Guide (IPG)			
1Y.32	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
1Z	**Administration Area**				
1Z.01	General Requirements	Located near or adjacent to Reception desk; Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
1Z.02	Doors & Hardware	Flush solid core wood door with hollow metal frame and satin chrome or matte black hardware			
1Z.03	Flooring	Broadloom carpet stretched over pad or double glue application, or carpet tile			
1Z.04	Base	Traditional standard toe vinyl wall base to coordinate with floor color			
1Z.05	Walls	Painted gypsum board			
1Z.06	Ceiling	Painted gypsum board OR white suspended tile with fine texture and tegular edge			
1Z.07	Lighting	Surface mount direct/indirect light, multi-light functionality or dimmable			
1Z.08	Furniture/FF&E	Furniture to be appropriate for an office work environment and as required per operational requirements			
1Z.09	Window Treatments	Roller screen shades with finished valance and bottom			
1Z.10	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
2A	**Employee Breakroom**				

2A.01	General Requirements	A minimum 80 sf (7.43 m2); Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
2A.02	Door & Hardware	Flush solid core wood door with hollow metal frame and satin chrome or matte black hardware			
2A.03	Flooring	Vinyl composition tile or LVT			
2A.04	Base	Traditional standard toe vinyl wall base to coordinate with floor color			
2A.05	Walls	Painted gypsum board			
2A.06	Ceiling	Painted gypsum board OR white suspended tile with fine texture and tegular edge			
2A.07	Lighting	Surface mount direct/indirect light, multi-light functionality or dimmable			
2A.08	Window Treatment	Roller screen shades with finished valance and bottom			
2A.09	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
2B	**House Laundry/Back-Of-House**				
2B.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
2B.02	Door	Door swing into Corridor, full crash panel on staff side; Recess door to maintain path of egress on Corridor side; Stain chrome or stainless door hardware; Solid color quartz threshold with eased edges			
2B.03	Floor	Painted concrete, VCT, or sheet vinyl			
2B.04	Base	Vinyl wall base			
2B.05	Walls	Painted smooth gypsum board			
2B.06	Ceiling	Gypsum board at underside of structure, painted smooth finish			
2B.07	HVAC	Central ducted forced air system or PTAC			
2B.08	Lighting	Ceiling mounted fixture with diffuser			
2B.09	Window Treatment	Roller screen shades with finished valance and bottom			
2B.10	Housekeeping/Storage Closets	Required on all Guestroom floors			
2B.11	Maintenance Area	Workbench with heavy-duty pegboard on back wall is required			
2B.12	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
2C	**Technology**				
2C.01	General Requirements	Reference Radisson Inn & Suites Standards of Architecture & Design for detailed requirements			
2C.02	Property Management System	PMS system to be installed for the effective operation of the hotel and a detailed schedule will be issued setting out the property specific requirements for all systems hardware, including workstations, Point of Sales (POS), printers, etc. together with all software applications that will be required to be installed			
2C.03	POS System	All food and beverage locations, large meeting and events (M&E) as well as leisure areas are to be equipped with Point of Sales (POS)			
2C.04	RFID Lock System	Required at all Vestibule, Auxiliary entrances, Guestroom doors, Guest Laundry, Fitness Studio, Business Center, Indoor Swimming Pool, Outdoor Pool Gates (recommended), Flex Space / Meeting Rooms (recommended), B-O-H doors that are accessible from Public Areas			

2C.05	Communication/IT Systems/Wireless Internet/Telephone	IT systems required to support all hardware and software requirements as defined in the Standards; Refer to the RHGA I.T Technology Standards for details related to all IT related functions, including structured cabling, telephone systems, TV installations, etc..			
2C.06	Wireless Internet	Refer to Guest Internet Access Program Implementation Kit			
2C.07	Television/HD AV Signal	Refer to In-Room Entertainment Program Implementation Kit			
2C.08	Sound System	Required for Public Areas			
2C.09	Miscellaneous/Other				
Ref.	**Area**	**Brand Requirements**	**Current Status**	**PIP Requirement**	**Due**
2D	**Engineering**				
2D.01	General Requirements	MEP systems to comply with all codes and local regulations (AHJ) and in compliance with all Brand (Architectural, Design, Technical and IT) standards; Highest standards to apply unless local regulations do not allow			
2D.02	Hot/Cold Water System	Hot and cold-water supply system must provide a minimum of 40 psi pressure; Hot water system must provide a minimum of 105 degrees F and a maximum of 110 degrees F temperature to all guest unit fixtures and 140 degrees F to house laundry			
2D.03	HVAC System Public & BOH	On-demand heating and cooling required at all times; The heating, ventilating, and air conditioning (HVAC) system is to be installed to suit the locational requirements			
2D.04	HVAC System Rooms	Individually controlled heating and cooling on a year-round basis is required; Suites must have a central system or vertical PTAC unit ducted to distribute air into both rooms. If vertical PTAC units are used, coordinate position of exterior louver with the architect to ensure there is no conflict with exterior design elements			
2D.05	Power Backup Generator	Recommended			
2D.06	Sprinkler System	Sprinkler system design is to comply with NFPA 13 for buildings of more than four (4) stories; Buildings of 4 stories or less are to comply with NFPA 13 or NFPA 13R			
2D.07	Property Condition Assessment	In addition to the Product Improvement Plan (PIP), an RHGA approved third party property condition assessment may be required and a copy submitted to RHGA. At a minimum, the report must address: Water pressure in guestroom baths; Fixture drainage in guestroom baths; Water temperature and domestic hot water production evaluation; HVAC equipment and distribution and control assessment; HVAC commissioning recommendations; Electrical systems evaluation; Vertical transportation evaluation; Building envelope – weather tight, moisture intrusion, and mold mitigation; Fire and life safety			
2D.08	Miscellaneous/Other				

EXHIBIT J

PERSONAL GUARANTY OF LICENSE AGREEMENT

PERSONAL GUARANTY OF LICENSE AGREEMENT

To induce Country Inn & Suites by Radisson, Inc. (“Country”) to enter into the License Agreement (“License Agreement”) with the party named as “Licensee” in the License Agreement and to which this Personal Guaranty of License Agreement (“Guaranty”) is attached, and for other good and valuable consideration, the undersigned (“Guarantors”) jointly and severally make and provide this Guaranty effective as of the Effective Date of the License Agreement, and they warrant to Country that Licensee’s representations and warranties in the License Agreement are true and correct. The License Agreement relates to Licensee’s Operation of a System Hotel to be located/located at ______________________________________ (“Hotel”).

Guarantors, absolutely, irrevocably and unconditionally, promise and guaranty to Country, that Guarantors will: a) make the full and prompt payment to Country and its Affiliates when due, of all amounts due or payable to Country and its Affiliates under the License Agreement and any amendments, or otherwise, or which arise out of or are related to the License Agreement or any amendments, including all interest thereon (all of said amounts, called the “Indebtedness”); and b) the performance by Licensee of all of its obligations under all agreements between Country and Licensee and between any Affiliate of Country and Licensee and under all manuals and operating procedures of the business system. Guarantors further specifically agree to remain individually bound by all covenants, obligations and commitments of Licensee contained in the License Agreement, including but not limited to those set forth in Article 21 of the License Agreement with regard to any Transfer of the Hotel, to the same extent as if each of the Guarantors had individually been named as Licensee in the License Agreement and had individually executed the License Agreement as Licensee.

No act or thing need occur to establish the liability of Guarantors and no act or thing (including, but not limited to: a discharge in bankruptcy of the Indebtedness, the running of the applicable statute of limitations, release, compromise or adjustment with Licensee or any Guarantors) which, but for this provision could act as a release of the liabilities of Guarantors hereunder, shall in any way exonerate or release Guarantors or affect, impair, reduce or release this Guaranty and the liability of Guarantors hereunder; and this shall be a continuing, absolute and unconditional Guaranty and shall be in force and be binding upon Guarantors until the Indebtedness has been fully paid and all guaranteed obligations have been completely performed.

Guarantors waive: a) notice of (i) amendment, (ii) Transfer, (iii) default, and (iv) termination of the License Agreement; b) any obligation of Country to proceed against Licensee, any other guarantor, any collateral, property or liens, or to pursue any other rights or remedies whatsoever; c) all defenses and discharges available to a surety, guarantor, or co-obligor except, with respect to the Indebtedness, the defense of discharge by payment in full; d) all defenses, claims, setoffs and discharges of Licensee or of an Affiliate of Licensee, or of any other obligor or guarantor, pertaining to the Indebtedness or any term or condition of the License Agreement; and e) all claims, defenses or setoffs available to any Guarantors against the Licensee, Country or its Affiliates.

This Guaranty shall be binding upon the heirs, representatives and successors of Guarantors, and shall inure to the benefit of the successors and assigns of Country and its Affiliates. All defined terms in the License Agreement have the same meanings in this Guaranty unless otherwise defined herein.

Sections 26.2 (Waiver), 26.3 (Governing Law), 26.4 (Venue and Jurisdiction), 26.5 (Jury Waiver), 26.8 (Entire Agreement), 26.9 (Modifications), 26.13 (Attorneys’ Fees), 26.17 (Survival), and 26.26 (Interpretation) of the License Agreement, apply to Guarantors and this Guaranty.

IN WITNESS WHEREOF, Guarantors have made and executed this Guaranty.

Guarantor:	Guarantor:
________________________________	________________________________
Date: ____________________________	Date: ____________________________

EXHIBIT K

CORPORATE GUARANTY OF LICENSE AGREEMENT

CORPORATE GUARANTY OF LICENSE AGREEMENT

To induce Country Inn & Suites by Radisson, Inc. (“Country”) to enter into the License Agreement (“License Agreement”) and to which this Corporate Guaranty of License Agreement (“Guaranty”) is attached, and for other good and valuable consideration, the undersigned (“Guarantor”) makes and provides this Guaranty effective as of the Effective Date of the License Agreement, and warrants to Country that Licensee’s representations and warranties in the License Agreement are true and correct. The License Agreement relates to Licensee’s Operation of a System Hotel located/to be located at ______________________ (“Hotel”).

Guarantor absolutely, irrevocably and unconditionally, promises and guarantees to Country that Guarantor will: a) make the full and prompt payment to Country and its Affiliates when due, of all amounts due or payable to Country and its Affiliates under the License Agreement and any amendments, or otherwise, or which arise out of or are related to the License Agreement or any amendments, including all interest thereon (all of said amounts called the “Indebtedness”); and b) the performance by Licensee of all of its obligations under all agreements between Country and Licensee and between any Affiliate of Country and Licensee and under all manuals and operating procedures of the business system. The undersigned further specifically agree to remain individually bound by all covenants, obligations and commitments of Licensee contained in the License Agreement, including but not limited to those set forth in Article 21 of the License Agreement with regard to any Transfer of the Hotel, to the same extent as if the Guarantor had individually been named as Licensee in the License Agreement and had individually executed the License Agreement as Licensee.

No act or thing need occur to establish the liability of Guarantor and no act or thing (including, but not limited to: a discharge in bankruptcy of the Indebtedness, the running of the applicable statute of limitations, release, compromise or adjustment with Licensee or Guarantor) which, but for this provision could act as a release of the liabilities of Guarantor, shall in any way exonerate or release Guarantor or affect, impair, reduce, or release this Guaranty and the liability of Guarantor; and this Guaranty shall be a continuing, absolute and unconditional Guaranty and shall be in force and be binding upon Guarantor until the Indebtedness has been fully paid and all guaranteed obligations have been completely performed.

Guarantor waives: a) notice of (i) amendment, (ii) Transfer, (iii) default, or (iv) termination of the License Agreement; b) any obligation of Country to proceed against Licensee, any other guarantor, if applicable, any collateral, property or liens, or to pursue any other rights or remedies whatsoever; c) all defenses and discharges available to a surety, guarantor, or co-obligor except, with respect to the Indebtedness, the defense of discharge by payment in full; d) all defenses, claims, setoffs and discharges of Licensee, or an Affiliate of Licensee, or of any other obligor or guarantor pertaining to the Indebtedness or any term or condition of the License Agreement; and e) all claims, defenses or setoffs available to Guarantor against the Licensee, Country or its Affiliates.

This Guaranty shall be binding upon the representatives, successors and assigns of Guarantor, and shall inure to the benefit of the successors and assigns of Country and its Affiliates. All defined terms in the License Agreement have the same meanings in this Guaranty unless otherwise defined herein.

Guarantor agrees to maintain a minimum net worth for Guarantor at all times equal to the total of: (i) the amounts due or payable to Country and its Affiliates under Article 6 of the License Agreement for any immediately preceding six month period; and (ii) the amount of liquidated damages as calculated pursuant to Section 18.4 of the License Agreement (collectively “Net Worth”). During the term of the License Agreement, and for three years afterward, Guarantor, within five days of Country's request, will provide the necessary Financial Statements and other documents certified by Guarantor’s Chief Financial Officer to Country evidencing this Net Worth requirement was and continues to be met.

Sections 26.2 (Waiver), 26.3 (Governing Law), 26.4 (Venue and Jurisdiction), 26.5 (Jury Waiver), 26.8 (Entire Agreement), 26.9 (Modifications), 26.13 (Attorneys’ Fees), 26.17 (Survival), and 26.26 (Interpretation) of the License Agreement, apply to Guarantor and this Guaranty.

IN WITNESS WHEREOF, Guarantor has made and executed this Guaranty.

Guarantor: ______________________________
By: ____________________________________
Print Name: ______________________________
Its: ____________________________________
Date: __________________________________

EXHIBIT L

TECHNICAL SERVICES ADDENDUM

TECHNICAL SERVICES ADDENDUM TO LICENSE AGREEMENT
FOR
HOTEL NAME
CITY, STATE

THIS TECHNICAL SERVICES ADDENDUM ("Addendum") is entered into effective as of the date of the License Agreement dated ________________, 20__ (the "Effective Date") by and between ___________________________ ("Licensor"), and ____________________________ ("Licensee") relating to the Hotel to be located at ____ ("License Agreement").

A. Licensee is being granted the right under the License Agreement to Construct or Renovate and Operate the Hotel, which is scheduled to have the number of guestrooms and/or suites described in Section 2.1 of the License Agreement.

B. The configuration and design of the Hotel is subject to Licensor's approval, and due to the uniqueness of the location, the size of the Hotel, the market that will be served by the Hotel and/or other factors, Licensor has determined, and Licensee has agreed, that there is a need for additional design and consultation services in order to develop the Hotel to meet Licensor's approval and allow the Hotel to be opened as a System hotel.

C. Licensor has agreed to provide the services described in this Addendum pursuant to the terms and conditions below.

1. DEFINED TERMS. Capitalized terms set forth herein but not defined herein shall have the meaning in the License Agreement.

2. LICENSOR'S SERVICES. Licensor (or at Licensor's election, Licensor's Affiliate) will provide Licensee with the services set forth below (collectively, the "Services"):

a. Licensor will assist Licensee in refining the description of the hotel program (e.g. the blend of rooms and suites, meeting space, amenities, etc.) and will provide recommendations for other improvements to the Hotel.

b. Licensor will review and provide Licensee with feedback on a development schedule for the Hotel (the "Project Schedule") provided by Licensee to Licensor. The Project Schedule will consist of a timeline estimating timeframes and milestones for the design, bidding and procurement, and completion of the Hotel.

c. Licensor will, at Licensee's request, assist Licensee in the selection of professional consultants, including architects, and construction managers in connection with the Construction or Renovation of the Hotel. Such assistance may include interviews of prospective consultants and recommendations to Licensee.

d. Licensor will assist Licensee in reviewing the design related activities for the Hotel and will periodically review and provide written feedback on the services of the design team working on the design of the Hotel.

e. If model rooms are constructed, Licensor will coordinate an internal review of such model rooms with Licensor's operations personnel and will assist and advise Licensee and its consultants in any redesign, reselections and revisions required so that the room designs are consistent with System standards.

f. Licensor will advise Licensee's information technology consultants on technology issues related to the interconnectivity of the Hotel's operating systems.

g. Licensor will make periodic site visits during Construction or Renovation of the Hotel, at times mutually agreed upon by Licensee and Licensor, to observe the Construction or Renovation of the Hotel. Licensor will use reasonable commercial efforts to advise Licensee of any deviations from System standards and will provide Licensee with recommendations to resolve such issues.

Unless a time for performance is otherwise set forth above, Licensor will use commercially reasonable efforts to perform the Services at such times that, in its sole discretion, are consistent with the orderly progress of the development and Construction or Renovation of the Hotel.

3. DUTIES. Licensee will provide Licensor, and any third parties specified by Licensor, with access to the property as required by Licensor to satisfy its obligations hereunder. Licensee will provide any documentation, contracts or other information requested by Licensor in connection with its performance of the Services in a timely manner and at Licensee's expense. Licensee shall comply with Licensor's recommendations in connection with the design and Construction or Renovation of the Hotel so that the Hotel is able to open as a System hotel by the Opening Date. Unless otherwise expressly agreed by Licensor, Licensee's obligations under this Addendum are in addition to, and not in lieu of, Licensee's obligations for the development and operation of the Hotel described in the License Agreement. If Licensee fails to meet Licensee's obligations under this Addendum, such failure will constitute a default hereunder and Licensor may immediately terminate this Addendum and the License Agreement upon notice to Licensee. Nothing set forth herein shall relieve Licensee from any obligation to satisfy the terms of the License Agreement, including any provision regarding the Construction or Renovation of the Hotel to comply with all Legal Requirements and to meet all System standards.

4. FEES. As payment for the Services, Licensee will pay Licensor the following:

a. Licensee will pay a Technical Services Fee of $_________________, which is due and payable upon the execution of the License Agreement;

b. Licensee will pay the travel and related expenses of Licensor's representatives, who visit the property to render Services, immediately upon receipt of an invoice for such expenses from Licensor;

c. Licensee will reimburse Licensor, its Affiliates or third parties for goods and services purchased in connection with the provision of the Services immediately upon receipt of an invoice for such reimbursements; and

d. Licensee will pay all taxes and similar assessments levied against any of the expenses or reimbursements payable under this Addendum.

5. TERM. This Addendum is effective on the Effective Date and will terminate on the Opening Date unless the License Agreement is earlier terminated.

6. THIRD PARTY RECOMMENDATIONS. Licensor shall not be liable to Licensee for any delays or damages caused by the failure of a third party recommended by Licensor to perform its services to Licensee, unless the failure is the result of factors within Licensor's reasonable control.

7. COST. Licensee is solely responsible for the entire cost of all activities contemplated by this Addendum.

8. MISCELLANEOUS. Licensee may not transfer or otherwise assign any of its rights, duties or obligation hereunder without the prior written consent of Licensor. This Addendum may not be modified except upon the mutual written agreement of Licensor and Licensee. The integration/merger provisions of the License

Agreement and dispute resolution provisions, including choice of venue and governing law, shall apply to this Addendum as if such provisions were set forth herein.

9. EFFECT. In the event of a conflict between the terms and provisions of this Addendum and the License Agreement, this Addendum shall control. Except as amended hereby, the License Agreement shall remain in full force and effect.

LICENSOR:	LICENSEE:
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Its: ______________________________	Its: ______________________________
Date: _____________________________	Date: _____________________________

EXHIBIT M

ACKNOWLEDGEMENT OF RECEIPT OF LICENSE AGREEMENT

Acknowledgement of Receipt of License Agreement

_____________ ("Prospective Licensee") warrants and represents the following:

1. Prospective Licensee received from Country Inn & Suites by Radisson, Inc. ("Franchisor") a copy of the Radisson Inn & Suites Franchise Disclosure Document ("FDD") on ________, 20___, which was at least 14 calendar days before the execution of any binding license or other agreement with, or payment to, Franchisor or its affiliates in connection with the proposed franchise sale and:

   (A) if Prospective Licensee is a resident of Michigan, at least 10 business days before the execution of any binding license or other agreement with, or payment of any consideration to, Franchisor or its affiliates.

2. Prospective Licensee is a _________________ properly formed under and operating in compliance with the laws of the State of _____________________.

3. The proposed License Agreement between Franchisor and the Prospective Licensee with all material blanks fully completed and ready for signing was received by the Prospective Licensee on _________, 20___.

4. The License Agreement was returned to Franchisor by the Prospective Licensee on __________, 20___, which was at least seven calendar days after the License Agreement was received.

5. Prospective Licensee understands that the success or failure of its hotel will depend in large part upon the skills, experience, business acumen and hours of work of its owners, officers, managers, employees and agents; the location and market of its hotel; the economy; inflation; competition; and other economic and business factors; and changes in these factors over time. Prospective Licensee understands and agrees that there is no assurance or guaranty that its hotel will be successful.

6. Other than any financial performance representations described in Item 19 of the FDD, Prospective Licensee has not been given by Franchisor or its agents, and has not relied upon, any oral or written promises, representation or assurances of any specific or actual, projected or pro forma sales, profits, earnings or break even points for its hotel or any other Radisson Inn & Suites location or business.

7. On the Receipts to the FDD, Prospective Licensee acknowledged that _____________________ was/were the franchise seller(s). Other than the foregoing person(s), was/were any other individual(s) involved in the sale of the franchise to you?

   Check one: Yes ___ No ___.

   If you answered "Yes," please list the name, address and telephone number of all other franchise sellers here: ____.

Prospective Licensee:

____

By: _________________________________

Its: _________________________________

Date: _______________________________

The undersigned personally warrants and represents that as of the date of this Acknowledgment: (i) the undersigned is a duly authorized officer, partner, manager or other authorized representative of the Prospective Licensee with full power and actual authority to act for the Prospective Licensee with respect to all matters covered by this Acknowledgment; (ii) Prospective Licensee's warranties and representations above are true and correct; and (iii) the individual signing the License Agreement has full power and actual authority to sign it on behalf of the Prospective Licensee.

____________________________________ Date: _________________________
Personally

____
Print Name

EXHIBIT N

FORM OF TERMINATION AGREEMENT

FORM OF TERMINATION AGREEMENT
(Subject to Change by Country Inn & Suites by Radisson, Inc.)

This TERMINATION AGREEMENT ("Agreement") is dated and effective _________________, 20__ ("Effective Date"), and is by and between Country Inn & Suites by Radisson, Inc. ("Licensor") and ________________________ ("Licensee") to terminate the License Agreement dated ___________between Licensee and Licensor ("License Agreement") with respect to the____________________® hotel located at _____________________ ("Hotel").

WHEREAS,

[Note: ADD RECITALS]

NOW THEREFORE, in consideration of the covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. The above recitals are incorporated as a material part of this Agreement with the same force and effect as if restated in this Paragraph.

2. All terms defined in the License Agreement have the same meaning when used in this Agreement unless otherwise defined herein.

3. Licensee's rights under the License Agreement will terminate as of 11:59 p.m. CST on ___________ ("Termination Date").

4. Licensee is currently indebted to Licensor in the amount of $_____________, as set forth on the account statement attached as Exhibit A. The estimated amount that Licensee will owe to Licensor for the period through ______________ is $__________, as calculated in Exhibit B. Therefore, Licensee will pay Licensor the sum of Exhibits A and B in the amount of $______________ ("Pre-Termination Payment") upon Licensee's execution of this Termination Agreement, which will be no later than __________, 20___.

   Upon execution of this Agreement, in addition to the Pre-Termination Payment referenced above, Licensee must pay to Licensor $____________, as calculated using the formula in Article 18.4 of the License Agreement, as indicated on the attached Exhibit ___.

5. Licensee will continue to comply with and be subject to all terms of the License Agreement through the Termination Date. This includes, but is not limited to: a) the payment provisions; and b) the default and termination provisions that give Licensor the right to issue default notices, suspend the services of the Reservation System, and terminate Licensee's rights under the License Agreement before the Termination Date if Licensee fails to comply with the License Agreement.

6. Licensor, within 90 days following the Termination Date ("Reconciliation Period"), will prepare and submit to Licensee invoices for any additional amounts that have accrued under the License Agreement through the Termination Date. At the end of the Reconciliation Period, Licensor will prepare and submit to Licensee a final reconciliation of Licensee's account. Licensor will pay any balance due to Licensee within five (5) business days after receipt by Licensor of Licensee's written acceptance of the reconciliation. Licensee will pay any balance due to Licensor within five (5) business days after delivery of the reconciliation to Licensee. Any amounts not paid when due will accrue late fees and interest at the rate set forth in the License Agreement until fully paid.

7. Licensee confirms the survival of [Confidentiality, De-identification, Licensor's rights (re: contacting existing reservations, and Indemnification] Articles _____, ___, ____ and ___ of the License Agreement. [**Remove if Hotel stays in System**] Licensee also specifically confirms its obligation to immediately cease using the System and the Marks as of the Termination Date and to de-identify the Hotel including, but not limited to, the items indicated on the attached Exhibit C.

8. Licensor has the right to notify any Person who made a System Reservation for a guestroom stay that starts before and ends after the Termination Date, or starts after the Termination Date, that, upon their arrival, the Hotel may no longer be a System Hotel.

9. **[Remove if sale and remains in System]** Licensee will accept all Radisson Rewards Americas and Radisson Rewards Americas for Business redemption reservations and free night e-certificates ("Loyalty Reservations") booked by guests before the Termination Date, regardless of whether the Loyalty Reservation will be consumed before or after the Termination Date. For any Loyalty Reservations consumed before the Termination Date, Licensee will invoice Licensor in the ordinary

course of business. For any Loyalty Reservations consumed after the Termination Date, Licensee will prepare and submit to Licensor invoices for each consumed Loyalty Reservation within ten (10) business days after the completion of the consumed Loyalty Reservation. Licensor will reimburse Licensee for all consumed and valid Loyalty Reservations timely invoiced to Licensor based on the Hotel's participation tier as of the Termination Date. Notwithstanding the foregoing, Licensor has the right, but not the obligation, to notify any person with a Loyalty Reservation beginning or continuing after the Termination Date that the Hotel will no longer be a System Hotel at the time of the stay.

10. Upon Licensee's satisfaction of all of its obligations in this Agreement, Licensor releases and discharges Licensee and its respective affiliates, successors, assigns, partners, shareholders, officers, directors, employees, agents, attorneys and representatives from any and all past, present or future claims, liabilities or obligations whatsoever, arising out of or relating to the License Agreement and the performance, non-performance or expectations of either of the parties, whenever arising and whether accrued, absolute or contingent, including any and all claims based upon local, state or federal laws or statutes. As of the Effective Date, Licensee releases and discharges Licensor and its respective affiliates, successors, assigns, partners, shareholders, officers, directors, employees, agents, attorneys and representatives from any and all past, present or future claims, liabilities or obligations whatsoever, arising out of or relating to the License Agreement and the performance, non-performance or expectations of either of the parties, whenever arising and whether accrued, absolute or contingent, including any and all claims based upon local, state or federal laws or statutes.

11. If either Licensor or Licensee institutes any action or proceedings to enforce any provision, or for damages by reason of an alleged breach of any provision of this Agreement or the License Agreement, the prevailing party is entitled to receive all costs and expenses (including reasonable attorneys fees and expenses) incurred by the prevailing party in connection with such action or proceeding.

12. This Agreement cannot be modified, amended, supplemented, or otherwise changed except by a writing executed by the party against whom such modification, amendment, supplement, or other agreement is to be enforced. The terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and to the respective successors and assigns of each, but upon and to no other.

13. This Agreement can be executed in one or more counterparts and will not become effective until, and it is a condition precedent to a binding Agreement that, one or more counterparts have been signed by all of the parties. Each counterpart is deemed an original but all counterparts constitute a single instrument.

14. Any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of the Agreement.

15. Except for disclosure to possible investors or lenders, and to each party's respective advisors, shareholders and partners, or as required by law, Licensee and Licensor will not disclose the terms of this Agreement to any other person. Additionally, neither party will issue any public disclosure or press release concerning any of the terms, conditions or principles outlined in this Agreement without the other party's consent, such consent not to be unreasonably withheld. Additionally, any permitted disclosure made to a third party will be made with the requirement that such party must keep the information confidential.

16. This Agreement will be construed and enforced in accordance with the law of the state of Minnesota. All disputes arising out of or related to this Agreement in any way, must be commenced, filed and litigated before a court of competent jurisdiction located in Hennepin County, Minnesota. Licensee submits to personal jurisdiction of the state and Federal courts in such county for this purpose.

LICENSOR	LICENSEE
By: ______________________________	By: ______________________________
Print Name: ________________________	Print Name: ________________________
Its: ______________________________	Its: ______________________________
Date: _____________________________	Date: _____________________________

EXHIBIT O

FORM OF LOAN DOCUMENT (KEY MONEY)

PROMISSORY NOTE

[INSERT PRINCIPAL AMOUNT] Minneapolis, Minnesota
[INSERT DATE]

[INSERT NAME OF BORROWER, STATE OF FORMATION, TYPE OF ENTITY] ("**Borrower**"), for value received, promises to pay to the order of **COUNTRY INN & SUITES BY RADISSON, INC.**, a Minnesota corporation ("**Lender**"), at the address set forth herein or at such other place as may be designated in writing by Lender, in lawful money of the United States of America in immediately available funds, the aggregate unpaid Principal Key Money Loan Amount (as defined below) outstanding hereunder together with all interest accrued thereon, all pursuant to the terms and conditions set forth below.

1. **Defined Terms**. Capitalized terms used herein that are not defined herein shall have the meaning set forth in the License Agreement between Lender and Borrower dated _________ (the "**License Agreement**").

2. **Principal of Key Money Loan**. Lender shall advance [INSERT PRINCIPAL AMOUNT] (the "**Principal Key Money Loan Amount**"), to Borrower within thirty (30) days after the opening of the Hotel and Lender's receipt of this Note, duly executed by Borrower.

3. **Interest**.

(a) Default Rate. Following the occurrence of an event of default as described in Section 5, all amounts outstanding hereunder shall bear interest until paid at a rate equal to [INSERT INTEREST RATE] (the "**Default Rate**").

(b) Calculation of Interest. The amount of interest shall be calculated on the aggregate amount of this Note then outstanding. The interest rate payable hereunder shall be calculated on the basis of the actual number of days elapsed over a year of 360 days. It is the intention of the parties that this Note, and all other instruments securing the payment of this Note or executed or delivered in connection herewith, shall comply with applicable law. Any provision herein, in any other document securing the payment of this Note, or in any other agreement or commitment between Borrower and Lender, whether written or oral, expressed or implied, to the contrary notwithstanding, Lender shall never be entitled to charge, receive, or collect, nor shall amounts received hereunder be credited as interest so that Lender shall be paid a sum greater than interest at the maximum nonusurious interest rate, if any, that at any time may be contracted for, charged, received, or collected on the indebtedness evidenced by this Note under applicable law (the "**Maximum Rate**"). If the occurrence of any circumstance or contingency causes the interest set forth herein to exceed interest at the Maximum Rate, any such excess amount shall be applied to the reduction of the unpaid Principal Key Money Loan Amount, and if this Note and such other indebtedness is paid in full, any remaining excess shall be paid to Borrower. In determining whether the interest hereon exceeds interest at the Maximum Rate, the total amount of interest shall be spread throughout the entire term of this Note until its payment in full in a manner which, to the extent possible, will cause the interest rate on this Note not to exceed the Maximum Rate. Borrower acknowledges and agrees that in Borrower's determination, the interest rate provisions set forth herein are lawful and do not exceed the Maximum Rate.

4. **Payments; Maturity**. The Principal Key Money Loan Amount will be due and payable according to the Amortization Schedule attached as Exhibit A; provided, however, each

payment will be deemed paid so long as no event of default has occurred hereunder. Unless earlier accelerated pursuant to Section 8 below, this Note shall mature and all amounts outstanding shall be due and payable on the date of the final payment set forth on the Amortization Schedule attached as Exhibit A.

5. **Events of Default**. Each of the foregoing shall constitute an event of default hereunder:

(a) The termination of the License Agreement;

(b) A default by Borrower under the License Agreement;

(c) A Transfer of: (i) the Hotel; (ii) the License Agreement; (iii) all or substantially all of Borrower's assets; or (iv) any Equity Interest that would result in Owners being in Control of Borrower who were not in Control as of the date of the License Agreement; or

(d) A breach of any representation, warranty, covenant or other provision of this Note or any of the other Loan Documents.

6. **Representations and Warranties**. Borrower represents and warrants as follows:

(a) This Note and each of the other agreements and documents executed and delivered herewith (collectively, the "**Loan Documents**") are legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms.

(b) Borrower has furnished to Lender true, accurate and complete financial statements through and including the date hereof.

(c) Except as disclosed to Lender, there is no action or proceeding pending or, to the knowledge of Borrower, threatened against or affecting Borrower before any court, arbitrator or any governmental, regulatory or administrative body, agency, instrumentality, authority or official which, if determined adversely against Borrower, could reasonably be expected to have a material adverse effect on Borrower.

(d) The execution, delivery and performance of this Note and each of the other Loan Documents, and the borrowing by Borrower hereunder, do not and will not: (x) require any consent, approval, authorization of, or filings with, notice to or other act by or in respect of, any governmental authority or any other person; (y) conflict with (i) any provision of law or any applicable regulation, order, writ, injunction or decree of any court or governmental authority, (ii) the governing documents of Borrower, or (iii) any material agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon Borrower; or (z) require, or result in, the creation or imposition of any lien of any real property occupied by Borrower.

7. **Covenants**. Borrower covenants and agrees that Borrower shall:

(a) Fully and promptly perform any and all of the agreements, conditions, covenants, provisions or stipulations contained in this Note and the other Loan Documents.

(b) Duly file all federal, state and local income tax returns and all other tax returns and reports of Borrower and any Borrower Affiliate required to be filed and duly pay and discharge promptly all taxes, assessments and other charges imposed upon Borrower and any applicable Borrower Affiliate.

(c) Comply with any and all laws, ordinances and governmental and regulatory rules and regulations to which Borrower or any applicable Borrower Affiliate is subject.

8. **Remedies**. Upon an event of default hereunder, Lender, at its option and without notice or demand, may declare immediately due and payable the entire outstanding Principal Key Money Loan Amount, together with all accrued interest thereon. In such case, Lender may also recover all costs of suit and other expenses in connection with efforts to collect any of the aforesaid amounts, together with attorneys' fees, regardless of whether litigation is commenced, together with interest on any judgment obtained by Lender at the Default Rate, until actual payment is made to Lender of the full amount due Lender. In addition to the foregoing, Lender may exercise any and all other rights available to Lender under this Note and otherwise under the law. Borrower hereby waives any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of Lender's rights under this Note or any of the other Loan Documents. Borrower waives any defense of waiver, release, statute of limitations, res judicata, statute of frauds, anti-deficiency statutes, ultra vires acts, or usury which may be available to Borrower with respect to this Note. Amounts due hereunder constitute amounts that are due and owing to Lender without offset, defense or counterclaim by Borrower. All rights and remedies of the parties under this Note and the other Loan Documents are cumulative and without prejudice to any other rights or remedies under law. Nothing contained herein shall be construed as limiting the parties' rights to redress for fraud.

9. **Assignment**.

(a) Assignment by Lender. Lender may assign to one or more person or other entities all or a portion of its rights under this Note at any time. In the event of an assignment of all of its rights, Lender may transfer this Note to the assignee. Lender may, in connection with any assignment or proposed assignment, disclose to the assignee or proposed assignee any information relating to Borrower furnished to Lender by or on behalf of Borrower.

(b) Assignment by Borrower. Borrower may not assign its obligations under this Note without the express written consent of Lender.

10. **Governing Law**. This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. **Jurisdiction; Waiver of Jury Trial**. Where federal jurisdiction exists over any action, suit or proceeding arising out of or in any way connected with this Note, the Borrower and Lender designate the United States District Court for the District of Minnesota, for the exclusive resolution of the dispute and submit to the jurisdiction of that court. Where federal jurisdiction does not exist over any such action, suit or proceeding, Borrower and Lender designate the District Court of Hennepin County (4^{th} District), Minnesota, for the exclusive resolution of the dispute and submit to the jurisdiction of any such court. Borrower consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota and waives any argument that the Minnesota forums are not convenient. Nothing in this section is intended to limit in any way Borrower's or Lender's right to appeal all or any part of a decision, ruling or judgment of any court. BORROWER AND LENDER WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING OUT OF THIS NOTE.

12. **No Waiver**. No default hereunder may be waived by Lender except by a writing signed by Lender. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder shall operate as a waiver of the exercise of the same or any other right at any other time; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

13. **Miscellaneous**.

(a) Headings; Interpretation. The section headings contained in this Note are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Note. Borrower and Lender have participated substantially in the negotiation and drafting of this Note and agree that no ambiguity herein shall be construed against either of them, whether as the draftsman or otherwise.

(b) Severability. If any provision of this Note shall be determined to be illegal, all other conditions and provisions of this Note shall nevertheless remain in full force and effect.

(c) Entire Agreement. This Note and the other Loan Documents set forth the entire agreement and understanding of Borrower and Lender with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter.

(d) Amendment and Modification. This Note may be amended only by a written agreement between Lender and Borrower.

(e) Cross Default. Any default under this Note by Borrower shall constitute a default under the License Agreement.

(f) Notices. Any notice, request, demand, consent, confirmation or other communication under this Note shall be in writing and delivered in person or sent by recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the addresses set forth below, or to such other address as the intended recipient shall have notified the other by not less than ten (10) days prior written notice. Such notices shall be deemed effective on the day on which delivered if delivered in person, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the fifth (5th) business day after the day on which mailed, if sent by registered or certified mail.

If to Lender: Legal Department 701 Carlson Parkway, Suite 300, MS 8256 Minneapolis, MN 55305 Facsimile: (763) 212-1080	If to Borrower: [INSERT ADDRESS] Facsimile: _______________ Attention: ________________

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note as of the day and year first above written.

BORROWER:

[INSERT BORROWER NAME, STATE OF FORMATION AND ENTITY TYPE]

By: ______________________________
Name: ___________________________
Its: ______________________________

EXHIBIT A
Amortization Schedule

[ATTACHED]

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	[Registration Pending]
Hawaii	[Registration Pending]
Illinois	November 16, 2021
Indiana	[Registration Pending]
Maryland	[Registration Pending]
Michigan	[Registration Pending]
Minnesota	[Registration Pending]
New York	[Registration Pending]
North Dakota	[Registration Pending]
Rhode Island	[Registration Pending]
South Dakota	[Registration Pending]
Virginia	[Registration Pending]
Washington	[Registration Pending]
Wisconsin	November 16, 2021

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.

RECEIPT

This Disclosure Document summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

Except as noted below, if Country Inn & Suites by Radisson, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Country Inn & Suites by Radisson, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is:

Name: ______________________

Address: 701 Carlson Parkway, Suite 300, MS 4001, Minneapolis, Minnesota 55305, U.S.A.

Phone: ______________________

Issuance Date: November 16, 2021.

Country Inn & Suites by Radisson, Inc. authorizes the state agencies identified on Exhibit A to receive service of process in the particular state.

I received a Disclosure Document with an issuance date of November 16, 2021. (See State Effective Dates Page for state effective dates.) This Disclosure Document included the following Exhibits: State Addenda, (A) State Franchise Administrators and Registered Agents for Service of Process; (B) Guaranty of Performance; (C) Table of Contents of the Manuals; (D) List of Hotels; (E) List of Former Franchisees; (F) Financial Statements and Independent Auditors' Report; (G) Application; (H) License Agreement; (I) Product Improvement Plan; (J) Personal Guaranty of License Agreement; (K) Corporate Guaranty of License Agreement; (L) Technical Services Addendum; (M) Acknowledgement of Receipt of License Agreement; (N) Form of Termination Agreement; and (O) Loan Document (Key Money).

PROSPECTIVE FRANCHISEE:____
(Name of corporation, limited liability company or partnership)

	Date Disclosure Document Received	Date Receipt Signed	Print Name	Signature & Title
1.	________	________	_________________	____________________
2.	________	________	_________________	____________________
3.	________	________	_________________	____________________

THIS PAGE MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, MANAGER OF LIMITED LIABILITY COMPANY, THE GENERAL PARTNER(S) OF A PARTNERSHIP, OR ANY INDIVIDUAL RECEIVING A COPY OF THE DISCLOSURE DOCUMENT. KEEP THIS COPY FOR YOUR RECORDS.

PROSPECTIVE LICENSEE'S COPY

RECEIPT

This Disclosure Document summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

Except as noted below, if Country Inn & Suites by Radisson, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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The name, principal business address and telephone number of each franchise seller offering the franchise is:

Name:

Address: 701 Carlson Parkway, Suite 300, MS 4001, Minneapolis, Minnesota 55305, U.S.A.

Phone:

Issuance Date: November 16, 2021.

Country Inn & Suites by Radisson, Inc. authorizes the state agencies identified on Exhibit A to receive service of process in the particular state.

I received a Disclosure Document with an issuance date of November 16, 2021. (See State Effective Dates Page for state effective dates.) This Disclosure Document included the following Exhibits: State Addenda, (A) State Franchise Administrators and Registered Agents for Service of Process; (B) Guaranty of Performance; (C) Table of Contents of the Manuals; (D) List of Hotels; (E) List of Former Franchisees; (F) Financial Statements and Independent Auditors' Report; (G) Application; (H) License Agreement; (I) Product Improvement Plan; (J) Personal Guaranty of License Agreement; (K) Corporate Guaranty of License Agreement; (L) Technical Services Addendum; (M) Acknowledgement of Receipt of License Agreement; (N) Form of Termination Agreement; and (O) Loan Document (Key Money).

PROSPECTIVE FRANCHISEE:
(Name of corporation, limited liability company or partnership)

	Date Disclosure Document Received	Date Receipt Signed	Print Name	Signature & Title
1.	________	________	________________	____________________
2.	________	________	________________	____________________
3.	________	________	________________	____________________

THIS PAGE MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, MANAGER OF LIMITED LIABILITY COMPANY, THE GENERAL PARTNER(S) OF A PARTNERSHIP, OR ANY INDIVIDUAL RECEIVING A COPY OF THE DISCLOSURE DOCUMENT AND RETURNED IMMEDIATELY TO:

Country Inn & Suites by Radisson, Inc.
Development Department | 701 Carlson Parkway, Suite 300, MS 4001| Minneapolis, Minnesota 55305

Hotel Location:

FRANCHISOR'S COPY