# FRANCHISE DISCLOSURE DOCUMENT

G6 Hospitality Franchising LLC
a Delaware limited liability company
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www.studio6.plus

The franchise is for a Motel operated as the Studio 6 Plus™ brand:

- Studio 6® Plus, an all-suites lodging facility offering limited services and limited amenities that competes directly with other all-suites brands of the economy premium lodging market, designed for business and leisure customers looking for a short-term alternative to fulfill temporary housing needs ("Studio 6 Plus Motel"). The total investment necessary to begin operation of a newly constructed 120 room Studio 6 Plus Motel (excluding land acquisition costs) is $11,191,136 to $15,309,798, and a conversion 120 room Studio 6 Plus Motel (excluding land acquisition costs) is $621,892 to $2,451,092. This includes $52,800 - $62,800 in fixed pre-opening fees, which must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sonal Sinha, Chief Executive Officer, 6509 Windcrest Drive, Suite 100, Plano, Texas 75024, SINHA_Sonal@g6hospitality.com, +1 469 278-3580.

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

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

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

**Date of Issuance: April 24, 2026**

## How to Use This Franchise Disclosure Document

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

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

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

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

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

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

The Franchisor

We are a Delaware limited liability company organized in January 2005, whose original name was Accor Franchising North America, LLC. Our name was changed in July 2012. Our principal business address is 6509 Windcrest Drive, Suite 100, Plano, Texas 75024. We conduct our business under our legal name and offer franchises in the United States under the service marks "Studio 6 Plus™", "Studio 6®", "Motel 6®" and "Collection 6™". We do not conduct business under any other name. We will began offering franchises for Studio 6 Plus™ Motels in April 2026. Studio 6 Plus™ is a newly introduced brand. As of the issuance date of this Disclosure Document, there are no Studio 6 Plus™ franchised locations in operation ("Studio 6 Plus Motels"). We began offering franchises for Studio 6 Motels in January 2005. We do not operate Studio 6 Motels. We also offer franchises for Motel 6 Motels ("Motel 6 Motels") under a separate disclosure document. We began offering franchises for Motel 6 Motels in January 2005. We do not operate Motel 6 Motels. We began offering franchises for Collection 6 Motels ("Collection 6 Motels") in January 2025. We do not operate Collection 6 Motels. We have never offered franchises in any other line of business. Our agents for service of process are listed on Exhibit B. The Studio 6 System has been continuously operating since 1999.

Our Parents, Predecessors and Affiliates

Between October 2012 and November 2024, G6 Hospitality Franchising LLC was indirectly owned by BRE/Everbright M6 LLC ("Everbright"). Everbright was the sole member of IBL Limited, LLC ("IBL"), which was the sole member of our intermediate parent, G6 Hospitality LLC, a Delaware limited liability company ("G6 Hospitality"), whose principal business address is the same as ours. G6 Hospitality in turn owns and controls us through a series of wholly owned financing subsidiaries. Our operations are managed by G6 Hospitality under a services agreement. G6 Hospitality also provides certain franchise services including but not limited to procurement, e-procurement services, billing, marketing, reservations, renovation assistance, and customer service to our franchisees, directly or through additional affiliates. G6 Hospitality was first organized as Motel 6 G.P., Inc., a Delaware corporation, on June 17, 1985.

On December 17, 2024, OYO Hotels Inc. ("OYO Hotels") purchased IBL. OYO Hotels is a corporation formed in the State of Delaware on November 29, 2018. OYO Hotels maintains its principal place of business at 2633 McKinney Avenue, Suite 130-524, Dallas, Texas 75204.

The direct parent of OYO Hotels is OYO Rooms and Hospitality UK Ltd. ("OYO R & H"), a company registered under the laws of United Kingdom in the United Kingdom in August 2018. The direct parent of OYO R & H is OYO Hospitality UK Ltd. ("OYO Hospitality"), a company registered under the laws of United Kingdom in the United Kingdom in August 2018. OYO R & H and OYO Hospitality have their principal address at 124 City Road, London, United Kingdom, EC1V 2NX. The direct parent of OYO Hospitality is Oravel Stays Singapore Pte. Limited, a company organized under the laws of Singapore in August 2015, which has it principal address at 72, Circular Road, # 02-01, Singapore (049426) ("Buyer Parent"). Buyer Parent's direct parent is Oravel Stays Limited, a company registered under the laws of

India in February 2012, which has its principal address at Ground Floor-001, Mauryansh Elanza, Shyamal Cross Road, NR. Parekh Hospital, Satelite, Ahmedabad, Gujarat 380015, India.

OYO Hotels is engaged in the business of providing a new age technology platform that aims to empower small Motel entrepreneurs and owners to efficiently manage and operate their Motels and homes by providing full-stack technology products and services, to ease operations, bringing easy-to-book, affordable accommodation to customers. OYO Hotels also provides revenue management services to small Motel entrepreneurs and owners either through itself or through one of its affiliated entities named Powerstation AI, LLC ("Powerstation"). Powerstation was formed in the State of Delaware and having its principal place of business at 6509 Windcrest Dr., Suite 100, Plano, Texas 75024.

As of December 31, 2025, there are no Studio 6 Plus Motels owned or franchised by our affiliates in the US. As of December 31, 2025, there were 236 Studio 6 Extended Stay Motels in the US and no Studio 6 Extended Stay Motels owned by our affiliates in the US. As of December 31, 2025, there were 64 franchised Studio 6 Suites in the US and no Studio 6 Suites Motels owned by our affiliate in the US. As of December 31, 2025, there were 1,197 franchised Motel 6 Motels in the US no Motel 6 Motels owned by our affiliates in the US, for a total of 1,197 Motel 6 Motels in the US.

Our affiliate, G6 Hospitality Franchising Canada L.P. ("G6 Canada"), is a Delaware limited partnership with extra-provincial registration in Ontario and has the same principal business address as us. G6 Canada has offered franchises in Canada for the Motel 6 and Studio 6 brands since October 2012. G6 Canada's former affiliate, Accor Canada, Inc. ("Accor Canada"), offered franchises in Canada for the Motel 6 brand beginning in September 2001, for the Studio 6 brand beginning in April 2002 and for the Novotel brand beginning in December 2002. Accor Canada entered in a master franchise agreement with Realstar Hospitality Corporation ("RHC") in 2003 which granted RHC the right to subfranchise, develop and operate Motel 6 Motels, Studio 6 Motels, and Novotel Motels in Canada. The master franchise agreement was amended in November 2007 to terminate RHC's rights to subfranchise, develop and operate Novotel Motels in Canada. The master franchise agreement was amended in July 2011 to allow RHC to subfranchise Motel properties by converting them to a Motel 6 Motel. Accor Canada assigned its rights and obligations under the master franchise agreement with RHC to G6 Canada in October 2012. As of December 31, 2025, RHC had subfranchised 33 Motel 6 Motels, 3 Studio 6 Extended Stay Motels, and no Studio 6 Suites Motels in Canada. As of December 31, 2025, our affiliates owned or operated no Motel 6 Motels, no Studio 6 Extended Stay Motels, no Studio 6 Plus Motels, and no Studio 6 Suites Motels in Canada.

Our affiliate, G6 Hospitality International, Inc. ("G6 International") is a Delaware corporation and has the same principal business address as us. Since 2014, G6 International has offered transient economy lodging franchises in Mexico, Central America, and South America under the brand names Motel 6 and estudio 6. As of December 31, 2025, there were no open or operating franchised properties in Mexico, Central America, or South America.

Our affiliate, G6 Hospitality International India, Inc. ("G6 India") is a Delaware corporation and has the same principal business address as us. Since 2017, G6 India has offered transient economy lodging franchises in India under the brand names Hotel 6, Motel 6, and Studio 6. As of December 31, 2025, there were no open or operating franchised properties in India.

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

The Franchise

In this disclosure document, we offer franchises for the establishment and operation of Motels under the Studio 6 Plus brand ("Studio 6 Plus Brand"). Studio 6 Plus Brand operate under the "Studio 6 Plus" name and mark and the Studio 6 Plus System, as described below; Motel Studio 6 Plus Motels are configured to cater towards the premium economy segment of the lodging market.

The Studio 6 Plus System is a distinctive system ("System") whose distinguishing characteristics include, among others, a designated Property Management System, a reservation system ("Reservation System") and a marketing program ("Marketing Program"). We periodically modify aspects of the System.

Studio 6 Plus Motels are identified by the name and mark "Studio 6 Plus," and by certain other trade names, service marks, trademarks, logos, emblems and indicia of origin ("Proprietary Marks"). We may change or designate other Proprietary Marks for use in the System.

The terms, conditions, and obligations under which you operate the Studio 6 Plus Motel are described in a franchise agreement that you and we sign before you begin operations ("Agreement") (see Exhibit D). You must also sign a Technology License and Services Agreement ("Technology Agreement") (see Attachment 4 to the Agreement) with us for the technical services provided by us or our affiliates and licenses or sublicenses for certain software or services used in operating the Studio 6 Plus Motel. Before signing an Agreement or the Technology Agreement, you must sign and submit to us a franchise application including authorization for a credit check and background check ("Application") (see Exhibit C).

To promote uniform quality in Studio 6 Plus Motels operating under the System, we have prepared confidential operating and Brand Standards Manuals and other resources ("Manuals") which contain mandatory and recommended Standards and procedures for operating your Studio 6 Plus Motel and maintaining consistent quality across the Studio 6 Plus Brand.

The franchises described in this disclosure document are offered for the operation of newly constructed Studio 6 Plus Motels and for the conversion of existing properties to Studio 6 Plus Motels or renovation of the property at the time of Transfer or Renewal.

If you satisfy our qualifications, we may offer you franchises for other brands of G6 Hospitality to be operated at the same location, alongside your Studio 6 Plus Motel, either within the same building or in separate buildings adjacent to one another, but in each case with a shared lobby ("Dual Brand Operation"). For a Dual Brand Operation, you must execute an Agreement for the Motel, a franchise agreement for a Motel 6 Motel ("Motel 6 Agreement") in the form attached as an exhibit to the Motel 6 Franchise Disclosure Document, and the Dual Brand Addenda to both the Agreement and the Motel 6 Agreement. You must also satisfy all of our then-current requirements for Dual Brand Operations, which may include the following, among others: (1) the same individual or entity must be the franchisee under both the Agreement and the Motel 6 Agreement; (2) the Dual Brand Operation must contain a minimum total room count of 100 rooms, with no less than 30% of the total rooms to be included in the inventory of the Motel; and (3) we must approve the proposed room configuration, layout and any other changes to both the Motel and Motel 6 Motel.

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

LIGHT THE WAY Diversity Incentive Programs

We currently offer incentives designed to encourage underrepresented minority investors to join the Studio 6 and/or Motel 6 Systems through our LIGHT THE WAY Incentive Programs ("LIGHT THE WAY"). We launched LIGHT HER WAY geared to women investors and may add programs for other underrepresented minorities. To qualify for LIGHT THE WAY, you must meet our then-current eligibility requirements. Currently, if you qualify for LIGHT THE WAY, we may offer you certain financial and operational incentives such as: a personalized mentorship program, a reduction in the Franchise Fee (see Item 5), a temporary reduction in royalty fee (see Item 6), waiver of the Sales Boom program fee for a year (see Item 6), waiver of the General Manager training fee for two attendees (see Items 6 and 11) and/or other financial or operational assistance. We have the sole right to determine which incentives are appropriate for each qualifying candidate. We may add new LIGHT THE WAY programs or modify or discontinue any of our LIGHT THE WAY programs at any time.

The Market and Competition

The primary market for Studio 6 Plus Motels consists of business and leisure travelers seeking premium-economy accommodations for approximately 7 to 14 consecutive nights. Studio 6 Plus is designed to provide enhanced guest amenities and upgraded design features compared to traditional economy stay offerings, while maintaining a value-oriented pricing structure.

Studio 6 Plus locations are expected to include technology-forward features such as smart keyless entry systems and other digital guest-facing tools, as well as selected on-site amenities that may include swimming pools, fitness centers, and expanded common areas. Specific amenities and services may vary by location.

We anticipate that you will locate the Studio 6 Plus Motel in an area most convenient to a traveler. These locations will vary by market area, and may include tourist destinations, major highway routes, and other sites that provide easy access for a traveler. The property should be near corporate headquarters and regional offices, business parks, large office developments, training and conference centers, healthcare facilities, military installations, industrial and distribution hubs, and other similar enterprises.

The market for Studio 6 Plus Motel lodging services is well-developed. The lodging industry is very competitive in general, and particularly the submarket that appeals to the value conscious travelers wanting to experience the premium economy feel. Studio 6 Plus Motel are intended to compete directly with other premium economy lodging facilities which offer certain premium lodging accommodations alongside the usual basics, as opposed to hotels and Motels that offer basic lodging accommodations with little to none, additional services to the public.

Industry-Specific Regulations

Your franchised Motel must conform to innkeeper liability laws, laws and regulations regarding Motel operation and occupancy; laws regulating the posting of Motel room rates; Motel room occupancy tax laws; laws applicable to zoning and construction, marketing and advertising, price gouging, gaming, and manufacturing; laws applicable to public accommodations and services such as the Americans with Disabilities Act ("ADA"); laws applicable to handling of sensitive personal information, data privacy and security, such as the Health Insurance Portability and Accountability Act ("HIPAA") and Payment Card Security Data Security Standards (PCI-DSS); laws applicable to health and safety, fire and life safety, labor and employment; and, if applicable to your location, laws related to food service and operation of swimming pools. In addition, laws of general application may apply to your Studio 6 Plus Motel. You should consult your attorney for more information on these laws. You should also discuss ADA and state and local

accessible facilities requirements with your architect. Finally, you are prohibited from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where this is a credible reason to believe that a guest, employee, or other individual is in immediate danger and is a risk of serious bodily injury or death.

## ITEM 2
## BUSINESS EXPERIENCE

Chief Executive Officer: Sonal Sinha

Sonal Sinha has been our Chief Executive Officer since July 2025. He has been the Country Head and Chief Operational Officer since December 2024. He has held the same position for OYO Hotels since July 2024. He was Chief Financial Officer and Chief Operational Officer for OYO Hotels and its affiliates from December 2021 to July 2024. He was Chief Financial Officer and Vice-President for OYO Hotels from May 2021 to December 2021. He was Vice President- International Business Finance for OYO Hotels and some of its affiliates from January 2019 to September 2021.

Senior Vice President – Revenue Management: Shubhankar Choudhary

Subhankar Choudhary has been our Senior Vice President – Revenue Management since January 2026. He has been our Head of Revenue, E-Commerce and Sales since December 2024. He held the position Vice President - Revenue Management for OYO International (US + UK + LATAM) since July 2022. He was Finance Head for OYO US and LATAM from April 2021 to June 2022. He was Associate Vice President International Business for OYO International and leading Business Development Strategy for US from April 2020 to March 2021. He was Director International Business and leading Central Business Development & Deal Strategy for OYO International from February 2019 to March 2020.

Vice President - Legal: Samridh Bhardwaj

Samridh Bhardwaj has been our Vice President – Legal since February 2025. Prior to heading US, he was associated with legal operations as well as compliance for OYO Vacation Homes, and its affiliates in Europe from February 2025 to May 2025. Since May 2025, he has been heading Legal operations for G6 Hospitality LLC and OYO's business in North and South America. Prior to joining G6 Hospitality LLC and OYO he was working as an Associate Director from April 2022 to 2025 in OakNorth Bank.

Head of Finance: Vikalp Babelay

Vikalp Babeley has served as Head of Finance for OYO and G6 Hospitality in the United States since January 2026. Prior to assuming this role, he held multiple leadership positions within OYO beginning in 2018, including responsibilities spanning operations, repair and maintenance, guest experience, franchise operations, cloud kitchen launch initiatives, revenue management, CRM, discounting across India and the SEAME region, and customer acquisition and prepaid online business operations through 2024, followed by broader finance and operational leadership responsibilities in 2025. Before joining OYO, Mr. Babeley worked with Bharti Airtel from August 2022 to July 2025 as a Deputy General Manager - Growth and with OYO Rooms from November 2017 to August 2022 as a Senior Manager - (India + SE Asia).

Head of Human Resources: Rachita Behl

Rachita Behl has been our Human Resources Head since December 2024. She has held the same position for the affiliates of OYO Hotels since November 2023. She was HRBP Lead- International Markets for

OYO Hotels and its affiliates from March 2022 to October 2023. From October 2020 to February 2022, she held the position of Chief of Staff- CHRO Office India.

Senior Vice President:- Business Development: Nikhil Heda

Nikhil Heda has been our Senior Vice-President – Business Development since December 2024. He has held the same position for OYO Hotels since July 2024. He was Vice-President – Business Development for OYO Hotels from April 2021 to July 2024. He was Vice President- Operations as the Region Head for West USA for OYO Hotels from December 2019 to March 2021.

Vice President:- Brand Performance, West Region- Anuj Ladha

Anuj Ladha has been our Vice-President – Brand Performance, West Region since December 2024. He held the position Vice President Business Development for West Region for OYO Hotels since January 2023. He was Vice-President – Revenue Management for OYO Hotels International from June 2021 to December 2022. He was Senior Director Revenue Management for OYO USA from December 2019 to June 2021.

Vice President:- Business Development, Brand Performance, Openings and PIPs: Ankit Lahoti

Ankit Lahoti has been our Vice President Business Development, Brand Performance, Openings and PIPs since October 2025. He has served as Assistant Vice President – Business Development and Head of Openings and PIPs since August 2025. He previously served as Assistant Vice President – Supply from December 2024 to August 2025. Prior to that, he served as Assistant Vice President – Program Management in the Global PMO Department from September 2024 to November 2024, and as Assistant Vice President – Program Management in the CXO Office from February 2024 to August 2024. Prior to joining OYO, he served as Head of Growth & Business at Elivaas from February 2023 to October 2023, where he was part of the founding team and led market expansion and distribution channel development for luxury villa operations. Earlier, he served as Country Head – Indonesia & Brunei at LocoNav from November 2021 to January 2022, where he established market operations, led go-to-market strategy, and managed business growth in the region.

**G6 Hospitality LLC**

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

Director – Franchise Administration: Rhonda Payne

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

Unless otherwise stated, all individuals listed above are based either in our Dallas, Texas, USA offices or in our Gurgaon, Haryana, India office.

## ITEM 3
## LITIGATION

**Pending Litigation**

*MS & Sons Hospitality, LLC, Mukesh K. Patel and Bhavin Patel v. G6 Hospitality LLC and Does 1-10*: United States District Court for the Central District of California; Case No.5:23-cv-01227; and *G6 Hospitality Franchising LLC and G6 Hospitality IP, LLC v. MS & Sons Hospitality, LLC and Mukesh Patel,* Denton County District Court, Case No. 23-7856-211. On May 26, 2023, we terminated our Agreement with MS & Sons Hospitality, LLC ("MS & Sons") for failure to cure multiple defaults under the Agreement and for maintaining fraudulent books and records. On June 23, 2023, MS & Sons filed an action in federal court in California, asserting against us, and unnamed individuals associated with us, certain claims, including breach of contract, unfair and unlawful business practices under California Business & Professions Code §17200, et seq., and violation of federal civil rights under 42 U.S.C. §1982. We have not been served with the suit. If served, we will seek to dismiss the case or will file an answer denying all claims. On September 5, 2023, we filed suit against MS & Sons, our former franchisee, and Mukesh Patel, as guarantor, asserting breach of contract, seeking to recover our post-term damages and other losses. On February 19, 2025, a default judgment was entered in our favor. MS & Sons Hospitality filed a motion for a new trial on March 21, 2025, which the Court granted and set the matter for trial in 2026. On January 27, 2026, MS & Sons Hospitality, filed a complaint for damages and declaratory and injunctive relief in the United States District Court, Central District of California, Case No. 5:26-CV-00359; alleging that defendants breached the agreement and failed to mediate the dispute.

Camarillo Hospitality LLC, Santa Barbara Hospitality LLC, Hemet Hospitality LLC, Bayside Hospitality LLC, TUMM Hospitality LLC, JHMM Hospitality LLC, HLM Hospitality LLC, Azure Investment Group LLC, Om Sri Ram Hospitality, Inc., Om Sri Sai Hospitality, Inc., and TUJHMM Inc. (collectively, "Azure Portfolio") v. G6 Hospitality LLC, Accor Franchising North America, LLC, and Does 1–20 was filed in Superior Court of California, County of Kern (Metropolitan Division); Case No. 26CUB00288; on or about February 4, 2026, the Azure Portfolio plaintiffs filed a First Amended Complaint against us and Accor Franchising North America, LLC, asserting claims for, among other things, breach of franchise agreements, breach of an alleged verbal payment agreement, breach of the implied covenant of good faith and fair dealing, alleged violations of the California Franchise Relations Act, unfair business practices, tortious interference with prospective economic advantage, and declaratory relief. The complaint generally alleges that we wrongfully suspended, restored, and/or threatened to suspend the plaintiffs' access to certain operational systems and services (including Hotel Key and other reservation and payment-related systems) in connection with the parties' franchise relationship and an alleged payment plan arrangement, and seeks compensatory and consequential damages, restitution, and declaratory relief, among other remedies. We intend to vigorously defend this matter.

**Prior Actions**

*Park Property Management, LLC v. G6 Hospitality Franchising LLC, et al*., *G6 Hospitality Franchising LLC v. Joseph Park*: Fourth District Court of Utah County, State of Utah, Central Division; Civil No.180401843. On September 19, 2016, we terminated our Agreement with Park Property Management, LLC ("Park Management") for failure to cure a default under the Agreement for nonpayment of fees. On November 16, 2018, Park Property Management LLC filed this action in state court in Utah, asserting against us, Jackie Nelon (our franchise developer), and Don Finley (our former Vice President of Development) certain claims including breach of contract (against us), breach of the implied covenant of good faith and fair dealing (against us), fraud, negligent misrepresentation, promissory estoppel (against all Defendants), and violation of Utah Consumer Sales Practices Act (against us). On December 12, 2018, we filed an answer denying all claims and included a counterclaim against Park Management for breach of

contract and restitution and a third-party claim against Joseph Park, a principal of Park Management, for breach of his guaranty agreement. The parties reached a settlement, which Park Management subsequently and allegedly failed to abide by. The Court entered an order enforcing the settlement and dismissed the action with prejudice in June 2020, and after notice and a hearing awarded us our reasonable attorneys' fees. Park Management filed a notice of appeal. On June 16, 2022, the Utah Court of Appeals affirmed the trail court's order enforcing the settlement and awarded attorney's fees to us. Park Management further appealed and filed its petition for writ of certiorari with the Utah Supreme Court. On November 23, 2022, the Utah Supreme Court denied the petition for Writ of Certiorari, thus upholding the lower appellate court's holding enforcing the settlement in our favor. We sought and were granted an amended final judgment on September 11, 2023, that includes the attorney's fees we incurred defending the appeal to the Utah Supreme Court.

*Jane V., John A., John E., Jane F., John D., John M., Jane N., and John W., individually and on behalf of all others similarly situated v. Motel 6 Operating, L.P. and G6 Hospitality LLC*, United States District Court for the District of Arizona. On or about January 23, 2018, the Mexican American Legal Defense And Educational Fund, Inc. ("MALDEF") filed suit against our affiliate and predecessor Motel 6 Operating, L.P. and our parent G6 Hospitality LLC (collectively, the "Affiliated Entities") on behalf of certain resident individuals in Arizona and others similarly situated, challenging the Affiliated Entities' alleged "corporate policy and/or practice of disclosing guest registration information, including guests' personal information, to agents of United States Immigration and Customs Enforcement ("ICE") within the U.S. Department of Homeland Security ("DHS")." These plaintiffs sought to certify a class for claims of alleged discrimination in violation of 42 U.S.C § 1981, conspiracy in violation of 42 U.S.C. § 1985(3), violation of the Fourth Amendment, Consumer Fraud in Violation of A.R.S. § 44-1522, tort for intrusion upon seclusion in violation of Arizona law, and false imprisonment in violation of Arizona law. By Joint Motion dated November 2, 2018, the parties sought court approval of an agreed Settlement, pursuant to which the Affiliated Entities would pay certain damages, attorney fees and costs, as well as enter an agreed three-year consent decree. The court held a Final Approval Hearing on February 7, 2020, and on February 18, 2020, the court approved the parties' joint motion to approve the settlement agreement and entered an order certifying the class for that purpose. The court also entered a Consent Decree requiring the Affiliated Entities to change its practices and procedures for sharing of guest information with federal immigration authorities over a three-year period, including but not limited to adopting a brand standard prohibiting Motel 6 and Studio 6 franchised properties from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is a risk of serious bodily injury or death. The court's order also authorized the Claims Administrator to distribute funds to class claimants in varying amounts from the total settlement fund of $10,000,000, obligated the Affiliated Entities to fund the administration of the claims process in an amount not to exceed $1,000,000, and required payment of $500,000 in attorneys' fees to counsel for the class. The three-year period under the Consent Decree expired by its own terms on February 18, 2023.

**Government Actions**

*State of Washington v. Motel 6 Operating, L.P. and G6 Hospitality LLC,* King County Superior Court of the State of Washington, No. 18-2-00283-4SEA. On or about February 2, 2018, the State of Washington filed suit against the Affiliated Entities alleging that the Affiliated Entities "employed a corporate policy or practice of providing guest registry information, including the guests' personal identifying information, upon request to agents of U.S. Immigration and Customs Enforcement within the Department of Homeland Security ("ICE")." The State of Washington alleged claims for unfair or deceptive acts and discrimination under Washington's Consumer Protection Act and discrimination under Washington law. On April 4, 2019, the State of Washington and the Affiliated Entities filed a Joint Motion for entry of a negotiated Consent Decree. On April 26, 2019, the Court approved the agreed three-year consent decree providing for certain

changes to the Affiliated Entities' practices and procedures for sharing of guest information with federal immigration authorities, including but not limited to adopting a brand standard prohibiting Motel 6 and Studio 6 franchised properties from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is a risk of serious bodily injury or death, as well as operating 24-hour hotline to field questions from the Affiliated Entities employees about these policies and an online complaint mechanism for guests, implementing training programs regarding these policies, maintaining specified records, and submitting a compliance plan and regular reports to the State of Washington. G6 also agreed to pay $12,000,000 to the Attorney General of the State of Washington as a settlement fund to be used by the Attorney General's office for restitution, compensation to individuals for monetary damages claimed to be related to the Affiliated Entities' alleged actions, and other costs and expenses incurred by the Attorney General's office in pursuing these claims and administering the settlement funds. The three-year period under the Consent Decree expired by its own terms on April 26, 2022.

Other than the 5 actions described above, no litigation is required to be disclosed in this Item.

## ITEM 4
## BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

## ITEM 5
## INITIAL FEES

**Fixed Pre-Opening Fees**

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

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Application Fee | Currently, $5,000 | No later than the date you sign the Agreement | We may ask you to pay this fee any time before you sign the Agreement after certain legal requirements are satisfied. The fee is fully earned and non-refundable when paid. For a Dual Brand Operation, you must pay a separate fee for the Motel and the Motel 6 Motel. |
| Site Evaluation Fee (new construction)<br><br>PIP Fee (conversion) | Currently $2,500 | No later than the date you sign the Agreement | We may ask you to pay this fee any time before you sign the Agreement after certain legal requirements are satisfied. If we reject your Application before performing the site evaluation or preparing a PIP, we will refund your Site Evaluation or PIP Fee. If New Construction, this fee covers our review of the proposed site for building your Studio 6 Plus Motel and includes travel and related expenses for up to one site visit. If |

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| | | | Conversion, this fee covers our preparation of a PIP outlining required renovations for conversion to a Studio 6 Plus Motel and includes travel and related expenses for one site visit. If a Dual Brand Operation, you will only pay one Site Evaluation or PIP Fee if you apply for both Brands at be added to the PIP document. |
| Franchise Fee | Currently $35,000 for prototype (up to 118 rooms)+350 for every additional room | Payable when you sign the Agreement | We may, in our sole discretion, reduce the Franchise Fee if: you or your affiliate are an existing Studio 6 and/or Motel 6 franchisee whose existing locations are in compliance with their agreement; you are signing multiple agreements at the same time; we determine a reduction is appropriate due to market conditions or market penetration; or if you qualify for one of our incentive programs (see Item 1). For a Dual Brand Operation, you must pay a Franchise Fee for both the Motel and the Motel 6 Motel.1) |
| Opening Package Fee | Currently $4,800 | Payable upon invoice before opening | Currently, the Opening Package Fee covers initial General Manager training for one trainee (see Item 11), an initial property photography package for our websites (see Item 6), one email license, and the opening kit (signage, labels, and various other supplies we specify).<br><br>For a Dual Brand Operation, you receive two email addresses and pay one Opening Package Fee if both the Motel and the Motel 6 Motel are ready for the property photography package at the same time and open at the same time.<br><br>We may reduce the Opening Package Fee if you qualify for one of our LIGHT THE WAY incentive programs (see Item 1). We may, in our sole discretion, between the date you sign the Agreement and your Opening Date, increase the Opening Package Fee by a reasonable amount to cover our costs associated with the Opening Package. |
| Opening Assistance/Training Fee | Currently $5,500 | Payable upon invoice before opening | Currently, the Opening Assistance/Training Fee covers on-site opening assistance and training, pre- and post-opening administrative support and revenue management services, onsite installation of and training on the Property Management Software ("PMS") |

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| | | | system, and other required technology and orientation of General Manager and Motel staff to our Standards and processes (see Item 11). We may, in our discretion, conduct all or part of the training and assistance virtually. For a Dual Brand Operation, you will pay one Opening Assistance Fee in respect of your Motel and your Motel 6 Motel, collectively, so long as both the Motel and the Motel 6 Motel Brands open at the same time. We may, in our sole discretion, between the date you sign the Agreement and your Opening Date, increase the Opening Assistance Fee by a reasonable amount to cover our costs associated with Opening Assistance we provide to you. |

**Variable Pre-Opening Fees**

Below are the fees that you will pay to us or our affiliates before opening your Studio 6 Plus Motel if you (i) are constructing a new Studio 6 Plus Motel, or (ii) are converting an existing motel to a Studio 6 Motel. Unless otherwise noted, all fees are uniformly imposed, payable to us or our affiliates, and non-refundable. Unless otherwise noted, for a Dual Brand Operation, you must pay the applicable fee for both the Motel and Motel 6 Motel. See Item 6 for similar fees that apply for a Transfer or Renewal.

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Initial Opening General Manager Training for Additional Person | Currently $750 per additional attendee | Upon Demand | Payable for each additional attendee if you include more than one attendee at the same Initial Opening General Manager Training. We may waive the fee for one additional attendee if you qualify for one of our LIGHT THE WAY incentive programs (see Item 1). |
| Inspection / Re-Inspection Fee | Currently $3,000 to $5,000 | Upon Demand | Payable for each inspection or reinspection if we determine that we must inspect or re-inspect your Studio 6 Plus Motel before Opening because: (1) we cannot obtain required information from you; (2) we cannot determine the status of your Studio 6 Plus Motel; (3) we cannot determine if you have complied with the project requirements or milestone dates; or (4) you notify us that your Studio 6 Plus Motel is ready for opening, but we or our agent find that your Studio 6 Plus Motel has not satisfied all requirements for opening. The amount of the fee varies depending on the extent of the non-compliance and the amount of time necessary to resolve it. |

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Ancillary Trip Fee | Currently $900 | Upon demand | Payable for each visit to your Studio 6 Plus Motel by us or our agent if: more than one round trip to your Motel is needed for Opening Training and Assistance, or we agree to a PIP that includes phases to be completed post-opening. |
| Opening Extension Fee | $10,000 (6 month extension at no cost, however if there is a delay, then $10,000 | Upon demand | Payable for every 6-month extension we grant if you fail to timely open your Motel. The amount of the fee varies depending on the status of the project and your degree of communication and cooperation. For a Dual Brand Operation, if the extended Opening Date is the same for both the Motel and the Motel 6 Motel and both projects open on the extended Opening Date, you will pay only one fee, otherwise, you must pay the fee for each of the Motel and the Motel 6 Motel. |

## ITEM 6
## OTHER FEES

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| **General** | | | |
| Royalty Fee[1] | Currently, 5.5% of Gross Room Revenues | Monthly upon Invoice | We may, in our sole discretion, reduce the Royalty Fee, for a designated period or for the Term of the Agreement if: you or your affiliate is an existing Studio 6 and/or Motel 6 franchisee whose existing locations are in compliance with their agreements; you are signing multiple agreements at the same time; we determine market conditions or market penetration make a reduction appropriate; or you qualify for one of our LIGHT THE WAY incentive programs (see Item 1). |
| Program Fee[1,2] | Currently 3% of Gross Room Revenues | Monthly upon Invoice | We may periodically increase the Program Fee but not by more than 0.5% in any 12-month period. Your Program Fee will not exceed a maximum of 5.5% of your Gross Room Revenues during the term of the Agreement. |
| Reservation Fee[1,3] | Currently 1% of Gross Room Revenues- | Monthly upon Invoice | We may periodically increase the Reservation Fee but not by more than 0.5% in any 12-month period. Your Reservation Fee will not exceed a |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| | | | maximum of 2% of your Gross Room Revenues during the term of the Agreement. |
| **Technology/IT Fees** | | | |
| IT Services Fee | Currently $400 per month plus $4.00 per Authorized Guest Room per month | Monthly upon invoice | Payable commencing on the first day of the first month after your ~~mote Motel~~ opens as a Studio 6 Plus Motel to support development, maintenance and operation of the PMS, support for Central Reservations, and maintenance for the revenue management system, website, software support and updates, and other PMS-related software support we provide, including integration, first level support, and Help Desk support. We may periodically modify or increase this fee up to $500 per month plus up to $6.00 per Authorized Guest Room per month. |
| PMS Software Fee | Currently $4.00 per Authorized Guest Room per month | Monthly upon invoice, in arrears | You must use our required PMS vendor and pay this fee for use of the PMS Software. We may periodically change the PMS vendor or modify or increase this fee up to $6.00 per Authorized Guest Room per month. |
| Online Subscription Fee – Training (Learning management service) | Currently $800 to $1,200 | Annually upon invoice | You and your employees must participate in online training. The subscription fee for online training may vary. For a Dual Brand Operation, you pay one Online Subscription Fee for your Motel and Motel 6 Motel, collectively. |
| Portal Access Fee | Currently, $3 to $5 per user | Monthly | We may elect to begin charging this fee and may periodically modify or increase this fee but not more than $5 per user. We will provide a seamless authorization, through a single sign-on, for services, systems, or other online applications we make available for you to operate your Studio 6 Plus Motel (such as VersaPay and access to distribution partners). You will be granted access to other portal-based applications as they are made available. It will also provide for user self-service |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| | | | including password management and reset functionality. |
| Direct Connect Service / Channel Fees | Currently, $1.50 to $2.50 per reservation | Monthly | Payable if booked on a G6 direct connect platform for a third-party distributor or sales account and other non-OTA customers who connect directly or indirectly to our central Reservations System. You must reimburse us for development and maintenance expenses to build and maintain direct connectivity to distribution partners, as well as administrative services related to billing, dispute resolution and clearing (including overhead). We may charge per reservation booked through studio6.plus; individual PPP; or any of our other consumer websites in the future. |
| Motel-specific Premium Property Page ("PPP") / Microsite | Microsite/PPP: $299 set-up and $499 annually<br>Professional Property Photos: $699 Single Brand<br>Content Translation: $199 set-up and $99 annually | Upon Invoice | All Studio 6 Plus Motel locations are listed on the Brand website and enrolled in global distribution systems (GDS).<br>The PPP fee is payable if you choose to have a Studio 6 Plus Motel-specific PPP. We must host any Studio 6 Plus Motel-specific PPP.<br>We may charge for professional property photos as all Motel images must meet minimum quality and size requirements as defined in the Manual.<br>Any additional services you request will be provided at $25 per hour subject to availability. |
| **Booking, Distribution and Sales-Related Fees/Pass-Through Costs** | | | |
| Sales360 Program Fee | Currently $1,200 | Monthly, upon Invoice | Payable if you elect to use this optional program designed to provide your Motel with dedicated local outside sales services (see Item 11). Currently, we may waive the fee for up to a year if you qualify for one of our LIGHT THE WAY incentive programs (see Item 1). |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Revenue Management for Hire Service | Basic Revenue Service: $499 to $699 and<br>Advanced Revenue Service: $700 - $999; and<br>Premier Revenue Service with Reputation management: $1000 - $1999 | Monthly, upon invoice | Payable if you elect to use these optional revenue management services (see Item 11 for descriptions). Either Service requires a 6-month minimum commitment. |
| Booking Fees and Travel Agency Commissions | Currently up to 20% of the total room rate and other commissionable charges | Upon Invoice | You must participate in the relationships that we have established with online travel agencies, metasearch engine agencies and affiliated companies. You must reimburse us and our affiliates for travel agency commissions and booking fees that we or they pay on your behalf to third parties for reservations at your Motel. If an agency's invoicing clearinghouse bills you, you must pay those amounts and any administrative fees to that clearinghouse. |
| CorporatePlus@6 Processing Fee | Currently 4% of CorporatePlus@6 room revenue and related taxes.<br>CorporatePlus@6 accounts may be eligible for discount and/or rebates up to 20%. | Upon Invoice | You must participate in the CorporatePlus@6 program, which offers centralized nationwide billing privileges to companies who utilize a minimum number of room nights annually across the Motel 6, Studio 6 and Collection 6 brands (see Item 11). You must pay the processing fee on all amounts direct billed and any rebates applicable to qualifying room revenue. You may participate in similar, optional Motel level direct billing programs if the customer is only using your Motel. |
| National Sales RFP Tool Fee | Currently $199 | Annually | You must participate in the National Sales RFP Tool process and pay us or our affiliates this annual fee. The National Sales RFP Tool process makes your Motel visible to Travel Managers and Centralized Travel Planning Agencies, so you are eligible to take advantage of revenue from high-volume national sales accounts who are interested in conducting business with the Motel 6, Studio 6 and Collection 6 brands. |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Group Reservation Fee | Currently $25 to $250 based on gross rooms revenue consumed | Monthly Upon Invoice | We may begin charging this fee during 2024 or later. If we elect to begin charging this fee, it is only payable for each completed group reservation booked by the Group Reservation Sales team, who provide individual quotes and maintenance of reservations that include 10 or more room nights per reservation. We may change the fee. |
| **Conferences and Training** | | | |
| Annual Conference Fee | Currently $1,850 to $5,000 per Motel for one attendee per Motel | Upon Invoice | You, or your managing owner or executive, must attend our annual conference and pay an Annual Conference Fee for each Motel you own. For a Dual Brand Operation, you pay one annual conference attendance fee for your Motel and your Motel 6 Motel, collectively. Each additional attendee is charged an additional fee. We may change the requirements as to who must or may attend on behalf of a Motel and may change the amount of the fee annually. You must pay for any travel and related expenses of you and/or your employees to attend. |
| Additional Training | Currently $1,500 to $3,500 per person, depending on length of training program | Upon Invoice | We may offer optional training classes on-line, at our headquarters, at your Motel, or in your regional area. We may periodically require you or your employees to attend additional or refresher training programs if, among other things, you fail to comply with Standards, fail an assessment, or are placed in default. We may make completion of such training a condition of clearing an assessment deficiency or quality failure or curing a default. You must pay the per person fee for any optional training you elect to attend and/or any training we require. If training is not provided at your Motel, you must pay travel and related expenses of you and/or your employees to attend. If we provide training at your Motel, you must pay the travel and related costs for our trainers. |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| General Manager Training (Replacement) | Currently $1,500 per attendee | Upon Invoice | If you replace the General Manager at your Motel, the new General Manager must complete General Manager Training at our headquarters or virtually within 2 months after hire. This fee applies to General Manager training other than training included in the Opening Package, Transfer Package, Renewal Package, or Additional Person fees. |
| General Manager Training (Additional Person) | Currently $750 per person | Upon Invoice | If you send or enroll more than one attendee to attend replacement General Manager Training at the same time, this fee will apply to each additional attendee. |
| **Miscellaneous Fees** | | | |
| Customer Care Research Response Fee | Currently $124 | Upon Invoice, if incurred | If you fail to resolve a guest complaint or a guest satisfaction survey response in accordance with our policies and Brand Standards and we intervene, you must pay us the Customer Care Research Response Fee and reimburse us for (a) any expenses we or our affiliate incur to resolve the guest complaint and (b) any compensation paid to the guest. |
| CRN Intervention Fee | Currently $50 or $124 per Negative Experience Contact, based on CRN Score | Monthly upon Invoice, if incurred | If your guest complaints per 10,000 room nights on a rolling 12-month basis ("CRN Score") does not meet the Brand Standard, you must pay a CRN Intervention Fee for each guest complaint, claim, negative comment, or negative review ("Negative Experience Contact") we receive for your Motel, in addition to any Customer Care Research Response Fee and reimbursement for a guest complaint or claim. |
| Guest Survey Fee | Currently $40 | Monthly upon Invoice | The platform is used to manage all Online Reviews and Guest Satisfaction Surveys as well as reports and analyses of both. You may use this platform to respond to Guest Satisfaction Surveys. |
| Late Fee | Currently $250 | Upon Invoice | Payable per occurrence on any overdue amounts. |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Interest | Lesser of 18% per annum or the maximum rate permitted by law | Upon Invoice | Payable on all overdue amounts from the date payment was due until such amount is paid. |
| Declined Payment Fee | Currently $50 | Upon Invoice | Payable if a check, ACH or any other payment method for any fees due to us fails to clear or is declined by your financial institution. |
| Auto-Attendant Call Transfer Program Fee | Currently 3.5% of consumed revenue, not to exceed $6.95 per call | Monthly Upon Invoice | Currently, the Auto-Attendant Call Transfer Program is a mandatory Brand Standard and we pay the access fee of $15 per Motel per month. The program automatically routes calls made to a Motel by prospective guests to the Central Reservation System to complete the booking. We may modify the Program or the fees. We may require you to pay us, our affiliate or an approved vendor. |
| Payment / Invoice Processing Fee | As incurred | Upon Invoice | Currently, you must make all payments to us using our required on-line application, VersaPay. If you pay us using any other method or request an alternate form of invoice and we incur a bank or processing fee or cost as a result, you must reimburse us. |
| Expedited Document Request Fee | Currently $1,000 to $2,500 per document | Upon Invoice | You may request that we produce and/or sign documents for your lenders, landlord, or third-party suppliers, such as Comfort Letters, SBA Addenda, Letters of Good Standing, or other similar documents. If you request that the documents be provided within 7 business days or less, or fail to provide proper notice for a Transfer of Interest/ownership, we may charge you the Expedited Document Request Fee. The fee varies based on the nature and complexity of the document and on how much notice you provide to us. |
| Comfort Letter Request Fee | $1,000 to $1,500 | Upon Invoice | You may request that we produce a Comfort Letter for your bank or lender. The fee varies based on the nature and complexity of the document. |
| Pass-Through | Varies by state and local taxing authority | Upon Invoice | If goods or services provided by us or third parties are subject to sales tax or |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Sales Tax and Similar Taxes | | | similar taxes, you will pay the amounts of such taxes invoiced by us and/or any amounts of such taxes invoiced directly to you by third parties, including taxing authorities. |
| Alternative Supplier Fee | Currently $1,000 to $10,000 | Upon Invoice | If we specify a required vendor for a product or service required by the Standards and you propose a different vendor or product, we may charge you a fee to review and evaluate the alternative vendor, product, or service. The fee will vary depending on the amount of time required, and our costs involved, in a review and evaluation. |
| Securities Offering (Public Offering or Private Placement) | Currently $10,000 | Upon Invoice | Payable if you intend to make a public offering or private placement. You must submit your offering documents to us for review before use. Our review is limited to assessing compliance with the Agreement, use of our Marks, and description of the rights and obligations covered by the Agreement. For a Dual Brand Operation included in the same offering, you pay one fee. |
| **Compliance, Remedies, Damages, Similar Charges** | | | |
| Quality or Standards Non-Compliance Intervention Fee | Currently, $1,000 to $5,000 per inspection or intervention | Upon Invoice | Currently, we may charge a fee for each inspection, reinspection, evaluation, re-evaluation, any corrective action plans and/or our administrative costs in dealing with non-compliance, whether conducted in person, online or through reporting. The amount of the fee varies depending on the extent of the non-compliance and the level of intervention needed to resolve it (*e.g.*, if you fail an inspection, you fail to maintain required insurance; we are unable to obtain required information from you; or we are unable to determine project status, or your compliance with milestone dates). We may periodically inspect your Motel to evaluate your compliance with Standards. You must provide our representative with lodging without charge. |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Fee for Audit or Re-Audit of Books and Records | Currently $3,500 to $5,000 per audit or re-audit, plus any amounts owed to us | Upon Invoice | We may periodically examine your books, records and tax returns or have an independent audit made at our expense. If our inspection or audit reveals fraud or discovers underpayment of 5% or more of that total amount that should have been paid to us, you must reimburse us for our costs and expenses of conducting the examination or audit. If your Motel fails or partially fails the audit, or if we could not complete the audit because you did not provide requested documents in advance of the audit visit, we may charge you a fee for conducting the audit, and for each follow-up inspection or audit that we consider necessary to resolve the matter. In every case, you must also pay any amounts owed to us. |
| Reservation Reconnection Fee | Currently up to $2,500 | Upon demand | Payable as a condition to reconnecting your Motel to the Reservation System if we exercised our right to disconnect the Motel from the Reservation System due to your default. |
| Liquidated Damages For Early Termination | Currently the greater of $3,000 per Authorized Guest Room or the average monthly accrued Royalty Fees +Program Fees and Reservation Fees during the immediately preceding 12 full calendar months multiplied by 36. | Within 5 days after termination | Payable as liquidated damages and not as a penalty if the Agreement is terminated before the end of the Term due to your default, including your failure to open. If the Motel is part of a Dual Brand Operation, we may collect these damages for each Brand Motel |
| Lost Future Profits For Early Termination | Gross Operating Revenue minus Operating Expenses, plus applicable taxes multiplied by the number of months remaining in the term of the Agreement | Immediately upon termination | Immediately payable as lost revenues due to Franchisee ceasing to operate the Motel under the Proprietary Marks and System, loss of possession of the Motel, or otherwise forfeits the right to operate the Motel at the Approved Location.<br><br>If the Motel is part of a Dual Brand Operation, we may collect lost revenues for each Brand. |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Liquidated Damages for Opening Without Permission | Currently $50 per Authorized Guest Room per day | Upon demand | Payable as liquidated damages and not as a penalty if you begin renting rooms in the Motel before we authorize you to open as a Studio 6 plus Motel, for each day the Motel is open for business without our authorization, to compensate us for the unauthorized use of our trademarks. If the Motel is part of a Dual Brand Operation, and both open without authorization, we may collect these damages for each Brand. |
| Trademark Infringement / De-Identification Fee | Currently $50 per Authorized Guest Room per day plus our costs of removing signage if you fail to do so. | Upon Demand | Payable if, after termination of your Agreement, you fail to comply with the de-identification obligations under your Agreement and our other procedures for removing Studio 6 plus signage and other indicia of our intellectual property to compensate us for the unauthorized use of our trademarks, in addition to any liquidated damages that might be owed for early termination. If the Motel is a part of a Dual Brand Operation, we may assess this fee for each Brand. We may periodically adjust this fee. |
| Dispute Resolution Costs and Attorneys' Fees | Reasonable attorneys' fees, court costs and expenses of litigation or other dispute resolution. | Upon demand | The prevailing party in any suit or proceeding is entitled to recover from the other party. For a Dual Brand Operation, the prevailing party will be entitled to recover from the other party under each of the Motel 6 Agreement and the Studio 6 Agreement; but no duplicative recovery may be sought or paid. |
| Indemnification | Varies | Upon demand | You must reimburse us or our affiliates for any liability, loss, cost, threat, suit, or expense, including attorneys' fees, investigative fees and court costs which may arise out of or related to your operation of the Motel, or your performance under any agreement with us, without regard to our actions (other than our intentional and willful acts or omissions). |
| Insurance Noncompliance | Currently $1,000 to $5,000 per failure, or our actual cost and expenses | Upon Invoice | Payable only if you fail to procure mandatory insurance and provide the necessary proof. We may charge a |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| | | | noncompliance fee and/or we may procure insurance for you and recover our costs. |
| **Transfers/Renewals/Renovations** | | | |
| Transfer Application Fee | Currently $5000 | On or before the date you sign the transfer documents | We may request this fee be paid any time before you sign the transfer documents, after certain legal requirements are satisfied. This fee is not refundable unless we reject the application and we have not visited the site or provided other assistance in connection with the proposed Transfer. |
| Transfer Franchise Fee | Currently $35,000 for prototype (up to 118 rooms)+350 for every additional rooms | On or before the Transfer closing date | Payable for a Transfer of the remainder of the Term of the existing Agreement to a buyer and is generally 50% of our then-current Franchise Fee at the time of transfer. If the buyer wants a longer term, additional fees may apply (see Additional Fee for Extended Term). The Transfer Fee will be reduced to $5,000 for transfers where a majority Owner seeks to obtain an ownership interest from a minority owner. We do not charge a fee for certain transfers. |
| Renewal Application Fee | Currently $5,000 | When we approve your application | This fee is due upon approval of your renewal application. |
| Renewal Franchise Fee | Currently $35,000 | On or before signing the Agreement | This fee is for a renewal term of 10 years (see Additional Fee for Extended Term if more than 10 years is desired) and is generally 50% of our then-current Franchise Fee at the time of renewal. We can request this fee be paid any time before you sign the Agreement, after certain legal requirements are satisfied. |
| Additional Fee for Extended Term (Transfer or Renewal) | Currently, up to $12,500 | With Transfer Fee or Renewal Franchise Fee | Payable if a Transferee requests an additional term beyond the remaining original term of the Agreement or you request a renewal term longer than 10 years. We may charge an Additional Fee that brings the Transfer Fee or Renewal Fee up to the amount of our then current Franchise Fee for new franchises. |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| Property Improvement Plan ("PIP") Fee | Currently $2,500 | When we prepare the PIP | You must pay a PIP Fee for our preparation of a PIP upon Transfer, Renewal, or required periodic renovation under the Agreement. The Fee is non-refundable unless we reject an Application and have not visited the site/area or provided other assistance. The PIP Fee includes the travel and related expenses for one site visit if needed. |
| Transfer / Renewal Package Fee | Currently $4,600 | Payable no later than 10 days after the Transfer closing date or the Renewal Date as applicable | Currently includes General Manager Training at our headquarters for one person, updated Property Pics, and one email license for the Motel. For a Dual Brand Operation, the Package includes 2 email addresses, and you will pay one Package Fee if the Transfers / Renewals occur at the same time, and both the Motel and the Motel 6 Motel are ready for any needed Photo Shoot at the same time. We may reduce the Fee if you retain the existing General Manager and/or Motel staff and/or if updated Property Pics are not needed. We may, in our sole discretion, increase the Package Fee by a reasonable amount to cover our costs associated with the Package. |
| On-Site and Other Transfer/Renewal Training and Assistance | Currently $5,000 | Upon Invoice. | The fee covers On-Site and Other Transfer or Renewal Training and Assistance for pre- and post-Transfer or Renewal administrative support and revenue management, onsite installation / updating and training on the PMS system, and other required technology and staff training (see Item 11). For a Dual Brand Operation, you will only pay one fee in respect of your Motel and your Studio 6 Motel, so long as both Motels Transfer / Renew at the same time. We may, in our sole discretion, increase the fee by a reasonable amount to cover costs associated with the assistance we or our affiliates provide to you. We may reduce the fee if Transferee retains the existing General Manager and/or Motel staff. We may, in |

| NAME OF FEE | AMOUNT* | DUE DATE | REMARKS* |
|---|---|---|---|
| | | | our discretion, conduct all or part of the training and assistance virtually. |
| Transfer/Renewal General Manager Training Additional Person | Currently $750 per additional attendee | Upon Invoice | If you enroll more than one attendee in the General Manager Training in connection with a Transfer/Renewal, this fee will apply to each additional attendee attending at the same time. |
| Ancillary Trip Fee | Currently $900 | Upon Invoice | Payable for each additional trip if we deem it necessary to make more than one round trip to the Motel in connection with Transfer/Renewal Assistance. |

Notes:

* Unless otherwise noted, all fees are imposed by and payable to us or our affiliates and are non-refundable. Unless otherwise noted, for a Dual Brand Operation, you must pay the applicable fee for each of the Motel and the Motel 6 Motel. Unless otherwise directed on the applicable invoice or other demand, all invoices must be paid through, and any disputes of charges must be sent through, the designated electronic payment system (currently VersaPay) in compliance with the requirements of the VersaPay application and our instructions. We may annually adjust, for inflation, all fixed dollar amounts under the Agreement, for changes to the U.S. Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) ("Index") as published by the U.S. Bureau of Labor Statistics ("BLS") from the year when you sign your Agreement. If the BLS no longer publishes the Index, we may designate a reasonable substitute measure.

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

(2) The monthly Program Fee currently supports the development, operation, and administration of the Marketing Program, and development, maintenance, support, and enhancement of the brand support functions to support and enhance the System (see Item 11). We may, in our sole discretion, make changes to the services and systems supported by the Program Fee and may allocate the Program Fee among the covered functions as we consider appropriate. You must also pay for other Motel-specific advertising and promotions (such as in-room acrylic holders), point-of-sale, and other such materials as may be used to periodically promote the System (see Item 11). And, at a minimum, you must also obtain a telephone number or numbers and maintain a public business listing for the Motel at your expense (see Item 8). These costs vary based on vendor changes.

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

## ITEM 7
## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT USING CURRENT PROTOTYPE FOR 120 ROOM RENOVATED OR NEW CONSTRUCTION *STUDIO 6 PLUS* MOTEL

| TYPE OF EXPENDITURE | RENOVATION (120 ROOMS) | NEW CONSTRUCTION ((120 ROOMS) | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
|---|---|---|---|---|---|
| **Site Selection and Amounts Payable to Us** | | | | | |
| Market Feasibility Study[1] | $0 – $10,000 | $0 – $15,750 | Lump Sum | As Agreed | Consultants |
| Property Ownership or Acquisition Costs [2] | See Note 2 | See Note 2 | | | Third Parties |
| Initial Fees Paid to Us[3] | $40,000 | $40,000 | Lump Sum | As Agreed | Us |
| Opening Extension Fee[3] | Variable | Variable | Lump Sum | On invoice | Us |
| Re-visitation or Re-inspection Review Fee[3] | Variable | Variable | Lump Sum | On invoice | Us |
| **Planning & Due Diligence**[4] | | | | | |
| Architectural, Design Fees (plans); Environmental Assessments, Research / Testing/Abatement/Permits, Impact and Other Fees | $0 – $70,000 | $120,000 – $295,000 | As Arranged | As Arranged | Third Parties |
| **Implementation Phase** | | | | | |
| Site and/or Civil work[5] | $0 - $25,000 | $120,000 – $370,000 | As Arranged | As Arranged | Third Parties |
| Construction Expenses[6] | $236,000 – $1,003,012 | $9,500,324 – $12,500,556 | As Arranged | As Arranged | Third Parties |
| Construction Contingency[6] | $0 – $65,207 | $232,201–$542,201 | As Arranged | As Arranged | Third Parties |
| Furniture, Fixtures & Equipment (FF&E)[7] | $177,345 – $812,784 | $812,784–$926,230 | As Arranged | As Arranged | Third Parties |
| FF&E Contingency[7] | $0 – $53,559 | $58,593 – $926,230 | As Arranged | As Arranged | Third Parties |
| Signage [8] | $35,234 – $70,500 | $58,593 – $96,311 | As Arranged | As Arranged | Third Parties |
| WIFI Infrastructure[9] | $0 – $35,000 | $35,000 – $55,000 | As arranged | As incurred | Third Parties |
| Telephone System[10] | $700 – $1,200 | $15,000 – $25,000 | As Arranged | As Arranged | Third Parties |
| PMS and Credit Card Processing Equipment[11] | $4,000 – $9,000 | $4,000 – $9,000 | As Arranged | As Arranged | Third Parties |

| TYPE OF EXPENDITURE | RENOVATION (120 ROOMS) | NEW CONSTRUCTION ((120 ROOMS) | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
|---|---|---|---|---|---|
| Opening Inventory & Supplies[12] | $28,613 – $85,830 | $118,000 – $190,000 | As Arranged | As Arranged | Third Parties |
| Insurance[13] | Varies | Varies | As Arranged | As Arranged | Insurers |
| Utility Deposits[14] | Varies | Varies | As Arranged | As Arranged | Utilities |
| Grand Opening Expense[15] | $0 – $10,000 | $0 – $10,000 | As Arranged | As Arranged | Third Parties |
| Additional Funds for Initial Phase[16] (3 months) | $100,000 – $160,000 | $100,000 – $160,000 | As Arranged | As Arranged | Third Parties |
| **TOTAL** (excluding land acquisition costs) | **$621,892** – **$2,451,092** (renovation) or **$11,191,136** – **$15,309,798** (new construction) | | | | |
| **Total Per Guest Room** | **$5270** – **$20,771** (renovation) or **$94,840** – **$129,744** (new construction) | | | | |

**Notes to Table :**

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

(2) **Property Ownership or Motel Acquisition**. We do not provide an estimate for the cost to acquire either real estate on which to build a new Motel or to acquire an existing Motel to convert or any ongoing cost associated with existing ownership/maintenance of a Motel to be converted. There are significant cost variations for real estate and existing Motels among geographic areas, different sites, and various options for what you may purchase. Typically, new construction Motels require about 1.88 acres of real property, and you should factor that in as you look for real estate and talk to local advisors.

(3) **Initial Fees Paid to Us.** This estimate of initial fees payable to us or our affiliates for a 120 room Motel currently includes the Application Fee, Franchise Fee, Opening Assistance Fee, Opening Package Fee, and PIP Fee (renovation) or Site Evaluation Fee (new construction). See Item 5 for more information about timing for payment, amounts, and refundability of any fees payable to us.

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

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

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

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

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

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

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

(10) **Telephone System.** You must have a phone system/service with an auto attendant function, call transfer capability, and direct 911 dialing capability. The cost of phone systems varies widely by geographic area, vendor, and type (hosted (cloud-based) phone system or PBX-type phone system). In a conversion property, if you have an existing PBX phone system, your cost to record new greetings and modify the existing PBX will be about $700-$1,200.

(11) **PMS and Credit Card Processing Equipment**. This estimate includes 2 check-in devices and 2 credit card terminals and associated access hardware and software, including 1 wireless router for internal network connectivity. This is the standard configuration for the required "front office systems" and includes access to the cloud-based PMS and other applications and to the Reservation System. Changes in the PMS or approved credit card processor or other changing technology requirements may require additional expenditures, either before or after your Opening Date and these estimated costs vary over time. In addition to these pre-opening costs, you must pay ongoing monthly or annual fees, either to us or our affiliates or third parties for the PMS, other applications, and equipment (see Item 6). Currently, fees payable directly to vendors for the required configuration include a credit card tokenization fee of 3¢ per transaction; this fee may increase in the future.

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

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

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

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

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

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

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

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

System Standards

To protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate your Studio 6 Plus Motel in strict conformance with our Standards, including the methods and specifications we periodically prescribe in the Manuals or otherwise in writing. The Standards may relate to any aspect of the operation of your Studio 6 Plus Motel including property design requirements, interior corridor construction standards, technology systems, guest amenities, operational procedures, and brand presentation requirements.

Suppliers

All fixtures, furnishings, equipment, signs, services, materials, computer systems, software, and supplies (collectively, "Supplies") for the Studio 6 Plus Motel must meet our Standards and specifications, as outlined in our Manuals, which we may periodically amend. To ensure that Studio 6 Plus Motels are uniform and of similar quality, and to maintain the identity, integrity, and reputation of the System, you must purchase certain Supplies from designated suppliers, which may include us or our affiliates ("Approved Suppliers"). Currently, you must purchase hardware and Software for your Computer Systems, RFID/Bluetooth-enabled electronic lock systems, keycard systems, smart access hardware, approved guestroom furnishings, signage, casegoods, interior design packages, and other brand-specific items for the Studio 6 Plus Motel through the G6 Hospitality e-procurement marketplace system or directly from Approved Suppliers. Except as stated below, neither we nor any of our affiliates are the only Approved Supplier for any required goods or services. Suppliers may pay rebates ranging from 0% to 5% to us or our affiliates based on franchisee purchases. One supplier pays a variable rate rebate to us or our affiliates.

You may not purchase Supplies that must be purchased from Approved Suppliers from unapproved suppliers. If you want us to consider other suppliers, then you must submit a request to us in writing, together with any evidence of conformity to our specifications or Standards that we may reasonably require. When approving suppliers, we consider the durability, quality and aesthetics of the supplier's products, the supplier's ability to meet our Standards and specifications, and the supplier's maintenance and service capability. For certain technology-related equipment, including electronic lock systems, guest engagement platforms, and property technology infrastructure, we may also evaluate cybersecurity, data protection capability, and compatibility with our required property management and reservation systems. We may require samples from the supplier for evaluation and testing and that our representatives be permitted to inspect the supplier's facilities. You must pay for the reasonable cost of the evaluation and testing, whether or not we approve the supplier. We will notify you of our approval or disapproval of the proposed supplier after we complete evaluation and testing. The Agreement does not specify any time within which we must notify you of our approval or disapproval of a proposed supplier. Our current practice is to notify you within 30 business days after completion of the evaluation and testing. If you do not receive notice of our approval or disapproval within this time, the supplier is disapproved. We may revoke our approval of items or suppliers if we determine that the items or suppliers no longer meet our Standards or specifications. When you receive written notice that we have revoked our approval of a supplier, you must stop purchasing from that supplier.

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

Computer System

You must purchase, install, and use certain brands, types, makes, and/or models of hardware, software, peripheral equipment, and support services to such hardware, software, and peripheral equipment that we designate in the Manuals or otherwise in writing. These systems may include cloud-based property management systems (PMS), integrated reservation system connectivity, guest mobile engagement platforms, RFID/BLE electronic lock systems, and other digital guest service technologies required for operation of a Studio 6 Plus Motel. We have a license to use, and to sublicense to others, the Computer System and Software (see Item 11). We are the only Approved Supplier for the Computer System and Software.

You must have internet connectivity to utilize the Computer System and Software. You must obtain the necessary hardware through our Approved Suppliers, as applicable, and in accordance with our current

agreements with those suppliers. The hardware must be installed before the opening of the Motel. You are responsible for all costs associated with installation, maintenance, and monitoring of the hardware. You are responsible for ensuring the Internet connection and cabling are functional at your property. Any issues related to your Internet Service Provider are your responsibility to resolve.

We have established Standards for offering Wireless Internet Access services to guests. We may periodically amend these Standards to protect our Affiliates' computer network, to permit us and you to meet our legal obligations for data confidentiality and privacy, and to comply with other Standards of the System. You must provide Basic High-Speed WIFI, as defined in the Standards, free of charge to guests. You are not required to provide Premium WIFI, as defined in the Standards, but if you do, you must comply with the price and terms Standards on which Studio 6 offers Premium WIFI to guests. WIFI must support guest devices, operational systems, and digital guest service platforms used in connection with the Studio 6 Plus System.

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

Signage and Photography

You must purchase the exterior signage for your Studio 6 Plus Motel from an Approved Supplier. The list of approved signage suppliers is provided upon request. In addition, you must select and purchase the approved interior design package (which includes interior logo'ed signage) from an Approved Supplier.

You must purchase a Photo Shoot of the property from our Approved Supplier.

Guest Rooms

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

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

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

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

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

For our fiscal year ended December 31, 2025, we had total revenues of $63,210,041 according to our audited financial statements. We did not receive any revenues from franchisees for required products and services. Our affiliate, G6 Hospitality, received revenues of $5,574,195 for required products and services. Of this amount, $4,670,364 or 84% was attributable to Motel 6 franchisees and $903,831 or 16% was

attributable to Studio 6 franchisees. for required products and services. No amounts were attributable to Studio 6 Plus franchisees.

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

For our fiscal year ended December 31, 2025, we have received no rebates or discounts from Approved Suppliers for sales attributable to our franchisees. In the fiscal year ending December 31, 2025, our affiliates received a total of $1,200,000 in rebate payments from all suppliers for all sales attributable to purchases by or on behalf of all Motel 6 and Studio 6 franchisees, whether through G6 Hospitality or directly from the supplier through the e-procurement system. Of this amount, $720,000 or 84% was attributable to Motel 6 franchisees and $480,000 or 16% was attributable to Studio 6 franchisees. No amounts were attributable to Studio 6 Plus Motels.

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

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

Marketing

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

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

issues after written notice from us. If we designate a centralized booking platform, guest engagement platform, or digital marketing platform (including platforms that provide mobile check-in, mobile messaging, digital upselling, or other guest services), you must participate in and comply with the requirements of those platforms as described in the Manuals.

We have a mandatory nationwide business-to-business marketing program, CorporatePlus@6. You must accept all CorporatePlus@6 guests and other similar marketing programs provided by us (see Items 6, 11 and 16 for more information). We may also establish systemwide marketing initiatives, loyalty programs, or digital marketing campaigns designed to promote the Studio 6 Plus brand, and you must participate in those programs as required by the Standards.

Insurance

During the Term of the Agreement, you must procure and maintain insurance with the coverages, deductibles, limits, carrier ratings, and policy obligations required by the Standards from a supplier of your choice at your expense. If you fail to procure or maintain the required insurance, we may charge a noncompliance fee for each missing or deficient policy and/or procure and maintain such insurance, at our option (but with no obligation), and you must pay all costs incurred in obtaining such insurance, including premiums. You must provide us with certificates of insurance or other evidence of coverage upon request and must ensure that the policies name us and our affiliates as additional insureds where required by the Standards.

## ITEM 9
## FRANCHISEE'S OBLIGATIONS

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

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

| OBLIGATION | SECTION IN FRANCHISE AGREEMENT | SECTION IN DUAL BRAND ADDENDUM | DISCLOSURE DOCUMENT ITEMS |
|---|---|---|---|
| j. Warranty / customer service requirements | 5.5 & 5.15 | None | 16 |
| k. Territorial development / sales quotas | 1 | None | 12 |
| l. Ongoing product / service purchases | 5 | None | 8 |
| m. Maintenance / appearance / remodeling requirements | 2.2.4, 5, 6 & 13.5.9 | None | 8 |
| n. Insurance | 12 & Attachment 5 | None | 7 & 8 |
| o. Advertising | 5.7, 5.13 & 11 | None | 6, 8 & 11 |
| p. Indemnification | 18 & Guarantee, Attachment 6 | None | 6 |
| q. Owner's participation / management / staffing | 5 & 16.1 | None | 15 |
| r. Records and reports | 10 | None | 6 |
| s. Inspections and audits | 5.9, 6 & 10.5 | None | 6 & 11 |
| t. Transfer | 13 | 5 | 17 |
| u. Renewal | 2.2 | 4 | 6 |
| v. Post-termination obligations | 14 & 15 | None | 17 |
| w. Non-competition covenants | 16.2 | None | 17 |
| x. Dispute resolutions | 23 | None | 17 |
| y. Taxes / Permits | 5.6 & 17 | None | 1 |

## ITEM 10
## FINANCING

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

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

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

Pre-Opening Obligations

Site Selection/Approval

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

condition of the site/property; location, visibility and accessibility; prevailing rates in the market; convenience to destinations or generators of travelers and other factors. For new construction properties, we may also evaluate whether the property design is consistent with Studio 6 Plus brand positioning, including interior corridor design, minimum building size or height requirements, guest amenity space, and other architectural or operational considerations described in the Manuals. For existing Motel, historical service levels, marketing efforts and effectiveness, and facility reputation.

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

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

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

If we do not approve your site/Motel or if you do not agree to the PIP for a conversion property, we will not sign an Agreement.

Responsibility for Conforming with Local Codes, Obtaining Required Permits, Constructing/Renovating the Studio 6 Plus Motel and Hiring and Training Employees:

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

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

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

1. Provide you with prototype plans for a new construction Studio 6 Plus Motel, which may include architectural layouts and brand design standards.

2. Make available a General Manager training program, which your General Manager must attend and successfully complete. The cost of your General Manager's attendance is included in the Opening Package Fee. See Items 5, 6 and 11 for more information. (§ 3.1 of the Agreement; § 7.F. of Dual Brand Addendum).

3. Provide you with our Manuals in a form accessible to you. (§ 3.2 of the Agreement; § 7.E. of Dual Brand Addendum).

4. Review your Renovation or Construction Plans for the Studio 6 Plus Motel for compliance with our Standards. (§ 6.4 of the Agreement).

5. Give you access to our partnered eprocurement marketplace, so you may purchase FF&E and supplies for your Studio 6 Plus Motel directly from suppliers. We may provide written specifications for certain items. We specify required suppliers for certain items and approved suppliers for other items. See Item 8 for more information. (§ 5.5 of the Agreement).

6. Provide you with an email address and license, the cost of which is included in the Opening Package Fee. (§ 4.2 of the Agreement).

7. Arrange for the website Photo Shoot, the cost of which is included in the Opening Package Fee. (§ 4.2 of the Agreement).

8. Inspect your Studio 6 Plus Motel and, if in our sole judgment you have renovated or constructed the Motel in strict compliance with the approved Renovation or Construction Plans and according to our Standards, authorize you to open as a Studio 6 Plus Motel. (§ 6.9 of the Agreement).

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

10. These technology systems may include the property management system, reservation connectivity, electronic lock systems, and other operational technologies designated in the Manuals.

Typical Length of Time Before You Open Your Motel

We estimate the time between signing the Agreement and the start of operations will be 12 to 18 months if you construct a newly built Studio 6 Plus Motel and 3 to 9 months if you are renovating an existing property to become a Studio 6 Plus Motel. The time needed to open a Motel may vary depending on the time needed to obtain the site, the availability of financing, the time needed to obtain necessary zoning and construction permits and licenses for the construction and operation of the Motel, weather and the availability of labor, materials and supplies, and successful completion of our initial training (including both General Manager Training and On-Site Opening Training).

Post-Opening Obligations

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

1. Administer the Marketing Program. (§ 11 of the Agreement)

2. Administer or provide a Reservation System. (§ 11 of the Agreement)

3. Maintain a brand website that includes the franchised location. (§ 11 of the Agreement)

4. Offer an opportunity for a PPP or Motel-specific microsite related to your Motel for a fee. (§ 11 of the Agreement)

5. Provide such IT technical assistance/software and hardware support as we deem appropriate in our sole discretion for a fee. (§ 4.10 of the Agreement; § 2 of the Technology Agreement)

6. Make available to you such continuing training, tools, consultation, and advisory assistance as we deem appropriate for your management and operation as a Studio 6 Plus Motel. We may establish fees for any of these services. You remain solely responsible for hiring and training your personnel and operating your Motel. (§§ 3.1 and 5.3.2 of the Agreement)

7. Provide Standards and specifications for goods and services to be provided by you or products and/or suppliers to be used by you in your operation as a Studio 6 Plus Motel. We will designate required or approved suppliers for goods and services to be utilized by you in the construction,

remodeling, and operation of your Motel and, for a fee, evaluate alternative suppliers suggested by you. (§ 5.5 of the Agreement)

8. Conduct inspections or evaluations of your facilities and services to evaluate adherence to the Standards and Manuals. We may provide suggested operational advice or guidance concerning guest relations based on our inspections. (§ 5.10 of the Agreement)

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

Advertising Program

Program Fee

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

System Support and Enhancement

We and our affiliates will use a portion of the Program Fee to develop, maintain, support and/or enhance our brand support functions to support and/or enhance the System and develop the overall quality of the Studio 6 Plus brand, as we deem appropriate. As similar to the new revenue management service which was created to help you in obtaining and displaying competitive rates for your Motel's defined competitive set daily, and to help you manage revenue better.

Administration of the Program Fee

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

Marketing Program

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

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

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

Advertising by You - General Requirements

You may conduct local and regional marketing programs and related activities, but only at your expense and subject to our approval. We may charge a reasonable fee for any advertising materials you use or request from us for these programs and activities. You must also pay for expenses related to special promotions and promotional materials or other such materials used to promote the Studio 6 Plus System periodically.

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

Internet Advertising/PPP

You may not advertise, promote, post or list information relating to the Motel on the Internet (including, but not limited to, Facebook, Twitter or any other e-commerce, digital marketing platforms, or social media sites), through the creation of a website or otherwise (see Item 8). All Studio 6 Plus Motels are listed on the Studio 6 Plus Brands website and enrolled in global distribution systems (GDS). You may not implement a PPP, separate from studio6.plus. All properties must provide professional quality images to support the property through Studio 6 Plus Brand initiatives including but not limited to the website, PPP, and other marketing materials.

Billboard Advertising

Billboard advertising for Studio 6 Plus Motels owned and/or operated by our affiliates is not paid for by the Program Fees but is administered by the marketing department of our affiliates and/or designated representatives with funds paid by individual company-owned and/or operated Studio 6 Plus Motels. If you choose to advertise using billboards, you must utilize billboard advertising creative templates developed by our affiliates and/or designated representatives to place billboard advertising at your expense.

Corporate Account/Loyalty Programs

You must participate in our CorporatePlus@6 program and any other corporate account program that we may initiate. CorporatePlus@6 is primarily a business-to-business program. The platform also may be used for consumer promotional programs. Currently, CorporatePlus@6 offers centralized nationwide billing privileges to companies who annually utilize at least 350 room nights across the Motel 6, Studio 6, Studio

6 Plus and Collection 6 brands. You must pay the direct billing fee. CorporatePlus@6 accounts may be eligible for discounts and/or rebates (see Item 6).

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

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

Sales360 Program

We currently offer an opportunity to participate in our Sales360 Program, which is a remote sales assistance program in which we provide your Motel with dedicated local outside sales service. Currently, these services include, but are not limited to a dedicated sales support manager, local account solicitation, RFP targets, and group bookings. If you decide to participate in the Sales360 Program, there is a 6-month minimum commitment, and you must pay us a fee (see Item 6). We may modify or discontinue the Sales360 Program at any time. The availability of the Sales360 Program to you is limited to the resources we have available at the time of request.

Revenue Management for Hire Service

We currently offer an opportunity to participate in an optional revenue management service. Basic Revenue Service includes a monthly strategy call, daily review of rate allocation, price structure and price restrictions, special event system alerts and notification setup, coordinated responses for national and corporate sales leads; channel and segment mix reviews; up to 90-day forward-looking pace and position review, weekly and monthly reporting on STR, group pricing review and guidance, and RFP and national sales lead review and guidance support on OTA/GMB performance, providing the insights to support and improve the property's reputation management. We may modify or discontinue the Revenue Management for Hire Service at any time with 60 days' notice. The cost of Revenue Management service is flat amount per month for participating properties.

National Sales RFP Tool

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

Advisory Councils

We have an Owner Advisory Council ("Advisory Council") that provides a forum for owners of U.S. Motel 6/Studio 6 Motels and senior management to discuss matters that directly impact the ownership, branding, franchising, and operation of U.S. Motel 6/Studio 6 Motels. We and G6 Hospitality may consider the input of the Advisory Council in formulating plans, programs, and policies which affect owners or the brands, including marketing and advertising programs, but the input, advice and recommendations are not binding on us or G6 Hospitality. The Advisory Council currently consists of 2 representatives from G6 Hospitality and 9 owner representatives (at least 2 of which are Studio 6 Brand owners), each appointed by

us in our sole discretion and each serving staggered terms so that about one-third of the terms will expire each year. We may extend the term of a member or may dissolve or modify the Advisory Council at any time. The Advisory Council may be contacted at 6509 Windcrest Drive, Suite 100, Plano Texas 75024 (tel. +1 800-557-3435).

We have a Young Professionals Council ("Young Professionals Council"), which is a group of motivated, active, millennials (40 years of age or less) that are fully integrated with Motel management and development. The Young Professionals Council focuses on creating new initiatives to enhance brand awareness that align with our brand strategies. The Young Professionals Council also provides feedback on proposals from the Advisory Council and promotes development of our brands. We and G6 Hospitality may consider the input of the Young Professionals Council, but the input is not binding on us or G6 Hospitality. The Young Professionals Council currently consists of 2 representatives from G6 Hospitality and 7 owner representatives (at least 1 of which is a Studio 6 Brand owner), each appointed by us, in our sole discretion and each serving staggered terms so that about one-third of the terms will expire each year. We may extend the term of a member or may dissolve or modify the Young Professionals Council at any time. The Young Professionals Council may be contacted at 6509 Windcrest Drive, Suite 100, Plano Texas 75024 (tel. +1 800-577-3435).

We have a multi-unit owner advisory council ("G7 Council") that periodically meets with our CEO and senior management to discuss strategic initiatives that impact U.S. Motel 6/Studio 6 Motels. The G7 Council is by invitation only, and currently consists of 7 owner representatives, serving indefinite terms. We and G6 Hospitality may consider the input and recommendations of the G7 Council in formulating our long-range plans, but the input and recommendations are not binding on us or G6 Hospitality. We may dissolve or modify the G7 Council at any time. The G7 Council may be contacted at 6509 Windcrest Drive, Suite 100, Plano Texas 75024 (tel. +1 800-557-3435).

Advertising Cooperatives

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

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

Reservation System

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

Computer and Technology Requirements

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

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

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

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

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

The specifications for the Computer System and Software are updated on an as needed basis at the discretion of us, our affiliates, or our licensors. The current specifications include a cloud based PMS, the hardware and software necessary to operate it, and other required applications that we specify for use in managing

your Studio 6 Motel. During the term of the Agreement, we may require you to upgrade or update the Computer System or Software or its components to comply with our then-current specifications and required processes. For example, you must upgrade and/or update, as directed by us, the hardware components and/or Software programs that permit your Motel's Software and Computer System to interface with the Reservation System and you must implement any different PMS that we may select for use in the Studio 6 System. There are no contractual limitations on the frequency or cost of this obligation. You must also purchase a phone system/services with an auto attendant function. There are no other expected costs other than those already disclosed.

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

Manual

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

Training Programs

We provide General Manager's Training Program ("GM Training") for all General Managers. Classes may be held monthly at our corporate headquarters in Plano, Texas unless we designate a different location. Classes may be provided virtually/online and are available on demand. GM Training includes pre-work, online training courses and may include up to 5 consecutive business days if attending in person. Your General Manager must complete GM Training to our satisfaction. You or other Owners may also attend GM Training and you may designate additional trainees to attend GM Training. Attendance at GM Training is mandatory for General Managers as follows: (a) for initial General Managers, before the Opening Date of your Motel; (b) for replacement or subsequent General Managers, as soon as possible but not later than 2 months after being designated General Manager; and (c) for a new General Manager due to a Transfer, as soon as possible but not later than 2 months after the Transfer.

You must pay our then-current fee for the GM Training for each enrolled trainee. If a trainee is attending in-person training, you must pay all other expenses which you or your employees incur in attending the courses, including room and board, travel, meals and wages. Currently, the fee for enrollment for one General Manager is included in the Opening Package or Transfer Package, as applicable. Additional trainees may enroll at the same time for an additional fee. We may charge a fee for replacement or subsequent General Managers to enroll in GM Training. Additional trainees not attending at the same time as the General Manager are subject to an additional fee. See Items 5 and 6 for more information about fees.

For Dual Brand Operations, if one General Manager and Motel staff will be operating both the Studio 6 Motel and the Motel 6 Motel, the General Manager must satisfy the applicable GM Training requirements for both Studio 6 Motels and Motel 6 Motels. We may supplement, amend, or otherwise modify GM Training requirements for Dual Brand Operations. If there is duplication between the Motel 6 and Studio 6 GM Training programs, that duplication may be eliminated and training requirements otherwise modified, as applicable.

As of the date of this disclosure document, GM Training Program is as follows:

**TRAINING PROGRAM**

| SUBJECT | HOURS OF CLASSROOM TRAINING | HOURS OF ON-THE-JOB TRAINING | LOCATION* |
|---|---|---|---|
| Introduction to Curriculum | .25 | 0 | Plano, Texas |
| Online Training Overview | 1.00 | 0 | Plano, Texas |
| Lightkeeper Service Culture Certification | .75 | 0 | Plano, Texas |
| Living Our Values | .50 | 0 | Plano, Texas |
| Guest Service | .50 | 0 | Plano, Texas |
| Customer Care | .50 | 0 | Plano, Texas |
| Medallia | .50 | 0 | Plano, Texas |
| Versapay | .50 | 0 | Plano, Texas |
| GROW | 1.00 | 0 | Plano, Texas |
| Anti-Human Trafficking | .75 | 0 | Plano, Texas |
| Brand Marketing | .50 | 0 | Plano, Texas |
| National Sales | .50 | 0 | Plano, Texas |
| Corporate Plus | .50 | 0 | Plano, Texas |
| Safety & Security | 1.00 | 0 | Plano, Texas |
| Communications | .25 | 0 | Plano, Texas |
| Purchasing | .50 | 0 | Plano, Texas |
| Revenue Management | .75 | 0 | Plano, Texas |
| Cyber-Security | .50 | 0 | Plano, Texas |
| PMS Software | .75 | 0 | Plano, Texas |
| Curriculum Assessments | 1.00 | 0 | Plano, Texas |
| **TOTAL** | **12.5** | **0** | |

*training is available online

On-Site Opening/Transfer Training/Assistance.

In connection with your Opening and following a Transfer, we provide on-site installation (or in the case of a Transfer, updating) of and training on the Property Management Software ("PMS") system and other required technology and orientation of GM and Motel staff to G6 Standards and processes ("On-Site Training"). On-Site Training currently covers about 2.5 days of on-site training and currently includes the basic operations of the PMS; reservations and check-ins; group blocks; posting charges and payments; folio corrections and adjustments; check-out; rooms management; computerized night audit; management functions; quality and brand standards review; and final configuration and cut-over. Each class must contain at least 3 participants; typical class size is 8 participants. Every guest service representative must attend. Classes begin about one day before your Motel's scheduled Opening Date and conclude the day after your

Opening Date. Our trainers stay through your first night audit. For Transfers, the On-Site Training is scheduled for a convenient time after the Transfer. We may conduct on-site training and/or assistance virtually, or modify, add, or supplement training, at our discretion.

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

Additional Training

Currently, you, all Owners, and General Managers must annually complete our Anti-Human Trafficking training, *The Room Next Door*, available on demand through online training systems. We may periodically offer optional training classes, on-line, at our headquarters, at your Motel, or in your regional area or at other such location as we designate. You must pay the fee for any classes you elect to attend, as well as wages and travel and related expenses of you and/or your employees to attend. If we provide training at your Motel, you must pay the travel and related costs for our trainers.

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

Instructional Materials and Instructors

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

## ITEM 12
## TERRITORY

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

Franchise Agreement

Your Agreement will specify the site or Approved Location at which you must operate your Studio 6 Plus Motel. You may not relocate the Studio 6 Plus Motel.

During the term of the Agreement, except as provided otherwise in the Agreement, we will not establish or license anyone else to establish another Motel under the same Studio 6 Plus Brand as your Motel within any Protected Territory, if, that is designated in your Agreement. This Protected Territory is exclusive to the brand described on the cover page of the Agreement and in Attachment 2. No exclusivity is granted with respect to any other brand of G6 Hospitality. G6 Hospitality expressly reserves the unrestricted and absolute right to operate or otherwise authorize any other brand within the Protected Territory, without providing any notice to you. The size and scope of the Protected Territory is determined on a case-by-case basis; however, we typically define the Protected Territory by the market area or other relevant business factors. The factors that we consider in determining the size of a Protected Territory include market demand, Motel size, traffic circulation patterns, access and visibility, location of other Studio 6 Plus Motels and our future development plans. For Dual Brand Operations the territorial protection extends to the establishment of any other Studio 6 Plus Motel in the Protected Territory which is the same Studio 6 Plus brand as your Motel, whether as a single unit or as part of another Dual Brand Operation.

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

Your territorial rights are not dependent upon the achievement of a certain sales volume or market penetration. We may license a third party to establish and operate a Motel under the same Studio 6 Plus Brand as your Motel within your Protected Territory beginning 6 months before expiration of your Agreement, or as of the date we rescind your Protected Territory rights due to your default, or as of the date we terminate your Agreement due to your default, or as of the date you agree to terminate your Agreement pursuant to a written mutual termination agreement. There are no other circumstances that permit us to modify your territorial rights.

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

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

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

## ITEM 13
## TRADEMARKS

You may only use the Proprietary Marks associated with your specific Studio 6 Brand when the Motel has been approved by us in writing to commence business operations as a Studio 6 Motel, or with our prior written approval, in a limited manner to advertise the Motel's anticipated opening and then according to the Term, which ranges from 15 to 20 years, and the conditions under your Agreement. All uses are subject to the limitations and restrictions set forth in the Agreement and the Manuals.

Our affiliate, G6 Hospitality IP LLC ("G6HIP") owns the Proprietary Marks and has registered them with the United States Patent and Trademark Office ("USPTO") as noted below.

| MARK | REGISTRATION NUMBER | APPLICATION OR REGISTRATION DATE | PRINCIPAL OR SUPPLEMENTAL REGISTER |
|---|---|---|---|
| Studio 6 | 4670019 | 1/13/2013 | Principal |
| Studio 6 Extended Stay and Design | 3847087 | 9/14/2010 | Principal |
| Studio 6 Extended Stay and Design | 5169617 | 3/28/2017 | Principal |
| My 6 and Design | 5152034 | 2/28/2017 | Principal |
| Motel 6 Studio and Design Dual Brand Design | 6158692 | 9/22/2020 | Principal |
| Studio 6 Suites and Design | 6672687 | 3/15/2022 | Principal |
| Corporate*Plus*@6 | 4157560 | 6/12/2012 | Principal |

G6HIP has filed all required affidavits for the Proprietary Marks. G6HIP has licensed us to use, and to grant our franchisees the right to use, the Proprietary Marks. The license agreement will remain in effective as long as we have any effective franchise agreements. That agreement can be terminated by G6HIP in the

event of default by us and, if you are not in default of the Agreement, our rights and obligations under the Agreement will be automatically assigned to and assumed by G6HIP. Other than the license agreement, there are no agreements which significantly limit our right to use or license the use of the Proprietary Marks.

G6HIP has filed an application to register the following mark on the Principal Register of the U.S. Patent and Trademark Office:

| MARK | SERIAL NUMBER | APPLICATION DATE | PRINCIPAL OR SUPPLEMENTAL REGISTER |
|---|---|---|---|
| | 99436763 | 10/10/2025 | Principal |

G6HIP does not have a federal registration for the mark listed in the chart above. Therefore, these trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

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

We may substitute different Proprietary Marks for use in identifying Studio 6 Motels. If we do, you must promptly substitute any new Proprietary Marks, and bear the costs associated with the substitution.

You must use each Proprietary Mark in full compliance with the Agreement and the Manuals. You may not use any Proprietary Mark as part of any corporate name, partnership, or other legal name, or as part of your domain name except as permitted by and subject to your strict compliance with our Manuals, as periodically amended. You must comply with our instructions for filing trade, fictitious or assumed name certificates. You must operate your Motel only under the Proprietary Marks we designate for that purpose and in the manner we authorize. You may not use any Proprietary Mark in connection with the sale of any unauthorized product or service or in any manner that we have not authorized in writing. You must submit to us samples of all advertising and other materials proposed for use by you upon which the Proprietary Marks appear. You may not contest, directly or indirectly, our or G6HIP's ownership, title, right or interest in the Proprietary Marks. On termination or expiration of the Agreement, you must discontinue immediately all use of the Proprietary Marks, remove all copies of the Proprietary Marks from the premises of the Motel, and take all necessary steps to cancel all trade or assumed names that you have used or registered.

You must promptly notify us of any unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, any challenge to G6HIP's ownership of the Proprietary Marks, any challenge to the right to use and to license others to use the Proprietary Marks, or any challenge to your right to use the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your proper use of the Proprietary Marks

in compliance with our Standards. If we determine that you have used the Proprietary Marks in the manner required by the Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in the manner required by the Agreement, you must bear the cost of defense, including the cost of any judgment or settlement, we are not obligated to participate in your defense, and we will have no obligation to indemnify you for expenses or damages if an administrative or judicial proceeding involving the Proprietary Marks is resolved unfavorably to you. If there is any litigation relating to your use of the Proprietary Marks, you must execute all documents and do all things necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action. Unless litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Agreement, we will reimburse you for your out-of-pocket costs.

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

Neither we nor our affiliates own any patents that are material to the franchise being offered. There are no patent or copyright registrations or pending applications that are material to the franchise. However, we and our affiliates claim common law copyright protection for the Manuals and other forms and materials. We or our affiliates also claim proprietary rights in the Confidential Information and trade secrets contained in the Manuals. Under the license agreement noted above, G6HIP has licensed us to use, and to grant our franchisees the right to use, the Manuals and other Confidential Information and trade secrets, including any developed in the future.

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

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

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

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

If you are a sole proprietor, you will be personally responsible for the franchise operations. If you are an entity, you must designate certain of your Owners as "Principal Owners." Each Principal Owner must personally guarantee your obligations under the Agreement. If you operate the Studio 6 Plus Motel as a part of a Dual Brand Operation, your Principal Owner(s) also must guarantee your obligations under the other Brand that you apply for with G6 Hospitality.

You are not required to personally supervise the Motel if you employ a full-time General Manager. During the term of the Agreement, your General Manager must devote full time and best efforts to the management and operation of the Motel. You must promptly notify us of any replacement General Manager. We do not require your General Manager to have an equity interest in the Motel (or in you if you are an entity). Your General Manager, including any replacement General Manager, must attend and successfully complete our training program (see Item 11). You must obtain executed confidentiality agreements from your General Manager, Owners and officers promising to maintain the confidentiality of our information. These confidentiality agreements will contain covenants like the ones described in Item 14.

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

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

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

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

### THE FRANCHISE RELATIONSHIP

| PROVISION | SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM | SUMMARY |
|---|---|---|
| a. Length of the franchise term | §2.1 and Attachment 2; Section 3 of Dual Brand Addendum | 15 years (conversion) or 20 years (new build) after your Opening Date. |
| b. Renewal or extension of the term | §2.2 | 10 years after the Effective Date of the Agreement. |
| c. Requirements for you to renew or extend | §2.2; Section 4 of Dual Brand Addendum | We may allow you to renew your franchise after your Agreement expires if you are in compliance with your Agreement, not in default, have paid all monetary obligations, submit a renewal application and pay an application fee, pay a renewal franchise fee, complete training, agree to a PIP for property |

| PROVISION | SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM | SUMMARY |
|---|---|---|
| | | upgrade requirements, sign our then-current form of franchise agreement, which may be materially different from the form attached to this disclosure document, and sign a general release (our current form is attached as Exhibit E). For a Dual Brand Operation, you must meet all the requirements above, and the Agreement and other Brand Agreement must be renewed at the same time for an identical renewal period so that the new expiration date of your Agreement and other Brand Agreement are the same, and ownership of both Motels must be the same, but you will only pay one renewal franchise fee for both the Brands that you have applied with G6 Hospitality. |
| d. Termination by you | §5.16 | You may terminate the Agreement without paying liquidated damages by giving us notice of your election to terminate within 60 days after a casualty event if the Motel is damaged by fire or other casualty and the cost to repair the damage is reasonably estimated to be more than 50% of the fair market value of the Motel. |
| | §5.18 | You may terminate the Agreement beginning in or after the 25th month from the Opening Date by giving us the required advance notice, and paying any applicable liquidated damages if at the time of giving notice: (i) the Motel achieved guest satisfaction scores that meet System Standards; (ii) you paid any quality assurance noncompliance fee, and complied with the quality assurance program, including participating in any required quality training; (iii) the number of guest complaints has been and is then within then-current System averages; (iv) you have been and are in compliance with the Agreement and have satisfied all obligations under the Agreement on a timely basis to our reasonable satisfaction; (v) you have participated in all national and regional advertising campaigns, and (vi) the Motel's average room occupancy rate is at or below the levels specified in the |

| PROVISION | SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM | SUMMARY |
|---|---|---|
| | | Agreement for the entire consecutive 12 month period before notice is given. |
| | Attachment 2 | Under certain circumstances, we will negotiate mutual termination windows, permitting you or us to terminate the Agreement before expiration of the term without paying liquidated damages. The interval of these windows, if offered, varies. |
| e. Termination by us without cause | §5.17 | If you are notified of a proposed taking of the Studio 6 Plus Motel by condemnation, eminent domain, or similar proceeding, and in our business judgment, the proposed taking is significant enough to render the continued operation of the Studio 6 Plus Motel in accordance with the Standards impractical, then the Agreement will terminate with the closure of the Motel. If you provide us with notice of the taking, and sign a termination agreement, you will not pay liquidated damages. If you fail to provide us with notice, or fail to sign a termination agreement, then you must pay liquidated damages. If the proposed taking is not significant, you must remodel the Motel to meet Standards after the taking. |
| | Attachment 2 | Under certain circumstances, we will negotiate mutual termination windows, permitting you or us to terminate the Agreement before expiration of the term without paying liquidated damages. The interval of these windows, if offered, varies. |
| f. Termination by us with cause | §14; Section 6 of Dual Brand Addendum | We can terminate your Agreement if you default. |
| g. "Cause" defined - curable defaults | §§14.3 and 14.4; Section 6 of Dual Brand Addendum | Violation of any law or ordinance; failure to upgrade the Studio 6 Plus Motel; failure to operate according to the Agreement; failure to comply with any quality measurement, standard or Manuals procedure; failure to promptly pay monies owed to us; failure of any inspection or quality standard; listing the Motel on the Internet in violation of the relevant Agreement provisions or any breach of indemnification provisions; or, for Dual |

| PROVISION | SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM | SUMMARY |
|---|---|---|
| | | Brand Operations, if you are in default under the Motel 6 Agreement. |
| h. "Cause" defined – non-curable defaults | §§14.1 and 14.2; Section 6.A. of Dual Brand Addendum | Insolvency; bankruptcy; dissolution; foreclosure; ceases to operate; threat to public health or safety; conviction of a felony; engages in an activity which in our sole judgment adversely impacts the Proprietary Marks, the System or our goodwill; Transfer without approval; disclosure of trade secrets; failure to Transfer following incompetence of the owner; false statements or omissions; misuse of the Proprietary Marks; repeated defaults under §14.4 of the Agreement; or, for Dual Brand Operations, if the Motel 6 Agreement expires or is terminated for any reason. |
| i. Your obligations on termination / non-renewal | §§14.5, 14.6, and 15 | Obligations include de-identification; cease to operate as a Studio 6 Motel; cease to use the Proprietary Marks; payment of amounts due including any damages or attorneys' fees; cancel fictitious or assumed name registrations; turn over Manuals and records provided by us; and immediately pay us amounts due to us including any liquidated damages, damages, attorneys' fees, and costs. |
| j. Assignment of contract by us | §13.11 | We may transfer or assign the Agreement, provided that the transferee is an entity to which we transfer all or substantially all the franchise agreements under the System. |
| k. "Transfer" by you – defined | §13; Attachment 1 | Includes Transfer of any of your rights or obligations under the Agreement, or the sale, assignment, Transfer, conveyance, exchange, gift, lease, sublease, pledge, mortgage, or other encumbrance, by you (or your Owners) of any direct or indirect interest in you, the Agreement, the Motel, or substantially all of the assets of the Motel. |
| l. Our approval of Transfer by you | §13; Section 5 of Dual Brand Addendum | We have the right to approve most Transfers. |
| m. Conditions for our approval of Transfer | §§13.4 and 13.5; Section 5 of Dual Brand Addendum | Payment of money owed; non-default; execution of then-current Agreement and such other ancillary agreements as we may |

| PROVISION | SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM | SUMMARY |
|---|---|---|
| | | require; transferee has proper qualifications; written assignment; payment of Transfer fee plus such additional amounts as are necessary to reimburse us for our reasonable out-of-pocket costs and expenses associated with the Transfer; Owners of transferee execute guarantee; signing of general release (current form attached as Exhibit E); evidence of continued liability for all obligations arising before Transfer; training for transferee's Manager and any required on-site training; and conform to current Standards for Motels under the System. If a Dual Brand Operation, the same transferee must acquire the same type of interest in you, the Motel 6 Motel, substantially all of the assets of the Motel 6 Motel, or the Motel 6 Agreement. |
| n. Our right of first refusal to acquire your business | §13.7 | If you or your Owners receive and wish to accept a *bona fide* offer to sell any interest in the Studio 6 Plus Motel or you, you must notify us of the offer and we will have a right to purchase that interest on the same terms as the *bona fide* offer. If your Studio 6 Plus Motel is operated as part of a Dual Brand Operation, our right of first refusal will apply to both the Studio 6 and Motel 6 properties. |
| o. Our option to purchase your business | §15.10 | Upon expiration or termination of your franchise, we may purchase all furnishings, signs, fixtures, supplies or inventory bearing the Proprietary Marks at fair market value. |
| p. Your death or disability | §13.6 | Your Executor, Administrator, Trustee or Personal Representative may operate the Studio 6 Plus Motel until transfer to your heirs or other qualified parties. Your interest in the Studio 6 Plus Motel must be transferred within 12 months to a third party we have approved. |
| q. Non-competition covenants during the term of the franchise | §16.2 | You may not divert business away from System Motels. |

| PROVISION | SECTION IN FRANCHISE AGREEMENT AND DUAL BRAND ADDENDUM | SUMMARY |
|---|---|---|
| r. Non-competition covenants after the franchise is terminated or expires | Not Applicable | Not Applicable |
| s. Modification of the agreement | §§ 21 and 22 | Must be in writing executed by both parties. |
| t. Integration/merger clause | §§ 20 and 21 | Only the terms of the Agreement, exhibits, addenda, schedules, and attachments to the Agreement are binding. This section does not disclaim the representations in the Franchise Disclosure Document provided to you. |
| u. Dispute resolution by arbitration or mediation | § 23 | All disputes relating to the Agreement or our relationship (excluding disputes concerning failure to commence construction, failure to commence operations, insurance, insurance requirements, monetary obligations, indemnification or quality performance, abandonment or failure to continue operations, unauthorized use of trademarks or failure to de-identify) must be submitted to non-binding mediation, except that we can bring an action for injunctive or extraordinary relief (including specific performance), or actions involving the Studio 6 Plus Motel premises without first submitting it to mediation. |
| v. Choice of forum | §§ 23, 23.5 and 23.6 | Subject to state law, all claims brought by you must be filed in the jurisdiction where we have our principal place of business, which is currently Dallas, Texas. We must file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time of suit, in the jurisdiction where you reside or do business, where the Motel is or was located, or where the claim arose. |
| w. Choice of law | §23 | Subject to state law, the law of the state in which we have our principal place of business (currently Texas). |

## ITEM 18
## PUBLIC FIGURES

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

## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

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

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Sonal Sinha, our Chief Executive Officer at 6509 Windcrest Drive, Suite 100, Plano, Texas 75024, Telephone +1 800-557-3435, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

### Studio 6 Plus

**Table No. 1**
**Systemwide Outlet Summary**
**For years 2023 to 2025**

| Outlet Type | Year | Outlets at Start of Year | Outlets at End of Year | Net Change |
|---|---|---|---|---|
| Franchised | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 |
| Company-Owned | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 |
| **Total Outlets** | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 |

**Table No. 2**
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**
**For years 2023 to 2025**

| State | Year | Number of Transfers |
|---|---|---|
| All States | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| **Total** | **2023** | **0** |
| | **2024** | **0** |
| | **2025** | **0** |

**Table No. 3**
**Status of Franchised Outlets**
**For years 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| All States | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total** | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table No.4**
**Status of Company-Owned Outlets**
**For years 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| All States | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Totals** | **2023** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2024** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2025** | **0** | **0** | **0** | **0** | **0** | **0** |

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

| STATE | FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED | PROJECTED NEW FRANCHISED OUTLET IN NEXT FISCAL YEAR | PROJECTED NEW COMPANY-OWNED OUTLET IN NEXT FISCAL YEAR |
|---|---|---|---|
| All States | 0 | 0 | 0 |
| **Totals** | **0** | **0** | **0** |

Notes:

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

Attached as Exhibit G-1 is a list of Studio 6 Plus franchised locations, name of franchisee, along with addresses telephone numbers as of December 31, 2025.

Attached as Exhibit G-2 is a list of franchise agreements signed as of December 31, 2025, but franchised location not yet open.

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

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

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

## ITEM 21
## FINANCIAL STATEMENTS

Attached to this disclosure document in Exhibit H are our audited financial statements as of December 31, 2025, and for the years ended December 31, 2024, 2023. Our fiscal year end is December 31st.

## ITEM 22
## CONTRACTS

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

1. Exhibit C – Franchise Application

2. Exhibit D – Franchise Agreement, including related attachments and addenda

## ITEM 23
## RECEIPTS

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

**EXHIBIT A**
**LIST OF STATE ADMINISTRATORS**

# LIST OF STATE ADMINISTRATORS

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

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500 / Toll Free: (866) 275-2677<br>Email: ASK.DFPI@dfpi.ca.gov<br>Website: http://www.dfpi.ca.gov | **NEW YORK**<br>NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty St. 21st Fl<br>New York, NY 10005<br>(212) 416-8222 |
| **HAWAII**<br>Commissioner of Securities<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Insurance & Securities Department<br>600 East Boulevard Avenue, Dept. 401<br>Bismarck, North Dakota 58505-0510<br>(701) 328-2910 |
| **ILLINOIS**<br>Illinois Office of the Attorney General<br>Franchise Bureau<br>500 South Second Street<br>Springfield, Illinois 62701<br>(217) 782-4465 | **RHODE ISLAND**<br>Department of Business Regulation<br>Securities Division, Building 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Division of Insurance<br>Securities Regulation<br>124 South Euclid Avenue, 2nd Floor<br>Pierre, South Dakota 57501<br>(605) 773-3563 |
| **MARYLAND**<br>Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Corporate Oversight Division, Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 5th Floor<br>Lansing, Michigan 48913<br>(517) 335-7567 | **WASHINGTON**<br>Department of Financial Institutions<br>Securities Division<br>P.O. Box 41200<br>Olympia, Washington 98504-1200<br>(360) 902-8760 |
| **MINNESOTA**<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101<br>(651) 539-1600 | **WISCONSIN**<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

**EXHIBIT B**
**AGENTS FOR SERVICE OF PROCESS**

# AGENTS FOR SERVICE OF PROCESS

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

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500 / Toll Free: (866) 275-2677<br>Email: ASK.DFPI@dfpi.ca.gov<br>Website: http://www.dfpi.ca.gov | **NEW YORK**<br>NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty St. 21st Fl<br>New York, NY 10005<br>(212) 416-8222 |
| **HAWAII**<br>Commissioner of Securities<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Insurance & Securities Department<br>600 East Boulevard Avenue, Dept. 401<br>Bismarck, North Dakota 58505-0510<br>(701) 328-2910 |
| **ILLINOIS**<br>Illinois Office of the Attorney General<br>Franchise Bureau<br>500 South Second Street<br>Springfield, Illinois 62701<br>(217) 782-4465 | **RHODE ISLAND**<br>Department of Business Regulation<br>Securities Division, Building 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Division of Insurance<br>Securities Regulation<br>124 South Euclid Avenue, 2nd Floor<br>Pierre, South Dakota 57501<br>(605) 773-3563 |
| **MARYLAND**<br>Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Corporate Oversight Division, Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 5th Floor<br>Lansing, Michigan 48913<br>(517) 335-7567 | **WASHINGTON**<br>Department of Financial Institutions<br>Securities Division<br>P.O. Box 41200<br>Olympia, Washington 98504-1200<br>(360) 902-8760 |
| **MINNESOTA**<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101<br>(651) 539-1600 | **WISCONSIN**<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

**EXHIBIT C**
**FRANCHISE APPLICATION**

# FRANCHISE APPLICATION

**G6 Hospitality Franchising LLC, 6509 Windcrest Drive, Suite 100, Plano, Texas 75024**

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

I am making Application for consideration of a:

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

as a franchised property for the following Brand:

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

## I. PROPOSED LOCATION

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

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

City _____ County _____ State _____ Zip Code_____

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

City _____ County _____ State _____ Zip Code_____

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

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

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

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

Plan submission: _____

Commencement of construction: _____

Completion of construction/opening: _____

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

Commencement of renovation to Brand Standards: _____

Completion of renovation to Brand standards: _____

**7.** ***Conversion***: The property ☐ ***does*** ☐ ***does not*** currently have an existing affiliation or franchise agreement with a third party. If the property has an existing affiliation or franchise agreement, please identify the existing

franchise brand, and explain when and how this affiliation will be terminated or removed (e.g., expiration, release, etc.) without breaching the existing affiliation or franchise agreement:_____

_____

_____

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

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

## II. LOCATION/SITE CONTROL INFORMATION

**1.** The motel or motel site is controlled by:

- ☐ fee ownership
- ☐ lease (with _____ effective _____ expires _____)
- ☐ option agreement (option expires _____)
- ☐ contract for sale (closing or expiration of diligence by _____)
- ☐ other: _____

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

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

## III. LEGAL/CONTRACT INFORMATION

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

**2.** Mailing Address: _____

*(Cannot be a P.O. Box or the Motel address)*

City _____ State _____ Zip Code_____

**3.** Phone Number: _____ Fax Number: _____

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

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

**5.** State of formation or incorporation: _____

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

Please list any **currently** owned hotels:

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

Please list any **previously** owned hotels:

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

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

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

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

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

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

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

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

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

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

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

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

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

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

## IV. OWNERSHIP OF ENTITY

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

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

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

## V. MANAGEMENT OF MOTEL

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

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

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

Name:_____ Email: _____

Address:_____ City _____ State _____ Zip Code_____

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

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

## VI. CERTIFICATION AND SIGNATURE

I understand that G6 Hospitality Franchising LLC will utilize and rely on the information contained in this application in deciding whether to approve or deny this application. I acknowledge that G6 may issue a preliminary approval to signify acceptance of the proposed location of the Motel, but such preliminary approval is not final approval of this Application. By signing this application, I certify that (1) the information furnished in this application is true and correct; (2) no fact or information is omitted that might make the information furnished misleading or incomplete, including the proposed ownership of the franchise; (3) if Applicant is an entity, I have authority to submit this application on behalf of Applicant; (4) neither I, nor any partner, member, shareholder, owner, officer or director of Applicant has been induced or persuaded to breach any existing agreement in seeking the proposed franchise; and (5) neither I, nor any partner, member, shareholder, owner, officer or director of Applicant has ever been arrested, charged, convicted of or pleaded no consent for any criminal offense other than a minor motor vehicle violation or summary offense.

I authorize G6 Hospitality Franchising LLC to conduct due diligence and check my background, character, education, motor vehicle record, criminal and court records, financial credit history, and work history. I expressly authorize any law enforcement agency, credit reporting agencies, any past or present employer, any past or present financial

institutions, and any other person with knowledge of these matters to release the requested information to G6 Hospitality Franchising LLC, and to discuss any of the released information with G6 Hospitality Franchising LLC.

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

I understand that G6 Hospitality Franchising LLC may approve or deny this application in its sole discretion, for any reason, or no reason whatsoever, and that approval of this application, if granted, may be revoked by G6 Hospitality Franchising LLC in its sole discretion if it later deems any information to be false or misleading, or if G6 Hospitality Franchising LLC is not satisfied with the results of the investigative background search. I acknowledge that G6 may issue a preliminary approval to signify acceptance of the proposed location of the Motel, but such preliminary approval is not final approval of this Application.

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

Signature:_____ Print Name: _____ Date: _____

## VII. ATTACHMENTS

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

- ☐ Signed and dated Acknowledgment of Receipt of Franchise Disclosure Document (FDD) from each Owner with a 20% or greater interest (or all owners if no Owner has a 20% or greater interest).
- ☐ Biography and portfolio for each Owner with a 20% or greater interest (or all Owners if no Owner has a 20% or greater interest) *(Section III.6)*.
- ☐ Personal Financial Statement for each Owner with a 20% or greater interest (or all Owners if no Owner has a 20% or greater interest) *(Section IV)*.
- ☐ Due Diligence Authorization completed, signed and dated, for each Owner with a 20% or greater interest (or all Owners if no Owner has a 20% or greater interest) *(Section IV)*
- ☐ Evidence of site control (warranty deed, lease, option, contract for sale) *(if available) (Section II.1)*
- ☐ Full Ownership Structure and franchise entity documents, including percentage of ownership, titles of individuals, and list of individuals authorized to sign on behalf of each entity *(Section IV)*:
  *CORPORATION: (a) state certificate of incorporation, (b) Articles of Incorporation, (c) Bylaws and (d) Organizational Minutes*
  *PARTNERSHIP: (a) state of partnership filing, (b) executed Partnership Agreement and (c) Consent of Partners.*
  *LIMITED LIABILITY COMPANY: (a) state certificate of formation, (b) executed Articles or Certificate of Organization and (c) Operating Agreement.*
- ☐ Existing affiliation information *(conversions only, if applicable) (Section I.8)*
- ☐ General Manager's G6 Training Certificate of Completion *(if available) (Section V)*

## DUE DILIGENCE AUTHORIZATION

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

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

I acknowledge that G6 Hospitality Franchising LLC will utilize and rely on the information contained in the application and this authorization in deciding whether to approve or deny the application. I acknowledge that G6 may issue a preliminary approval to signify acceptance of the proposed location of the Motel, but such preliminary approval is not final approval of this Application. By signing this authorization, I certify that (1) the information furnished in this authorization is true and correct; (2) I have not been induced or persuaded to breach any existing agreement in seeking the proposed franchise; and (3) I have never been arrested, charged, convicted of or pleaded no consent for any criminal offense other than a minor motor vehicle violation or summary offense.

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

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

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

Signature:_____ Print Name: _____ Date: _____

**EXHIBIT D**
**FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**

**by and between**

**G6 Hospitality Franchising LLC**
**Franchisor**

**and**

**«Entity»**
**Franchisee**

**For the Following Brand Motel:**

**Studio 6 Plus**

**«Motel_City_State»**

**FRANCHISE AGREEMENT**
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ADDENDA IF APPLICABLE


STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT IF APPLICABLE
DUAL BRAND ADDENDUM TO FRANCHISE AGREEMENT IF APPLICABLE

# FRANCHISE AGREEMENT

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

RECITALS:

Franchisor has the right to use and to license the use of the System for the establishment and operation of Studio 6 Plus Brand Motel.

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

Franchisee desires to operate the Motel at the Approved Location.

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

## 1. GRANT

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

1.1. If Franchisee is in compliance under this Agreement, and Franchisee and its Affiliates are in compliance with any other agreement between them and Franchisor or its Affiliates, then during the Term described in Section 2.1 of this Agreement, neither Franchisor nor any of its Affiliates shall (nor shall any of them grant to another person the right to) own, establish, operate, or manage a Brand Motel, specific only to the brand described on the cover page hereto and in Attachment 2 only, at any location within the Protected Territory, except for:

1.1.1 Brand Motel open in the Protected Territory as of the Effective Date;

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

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

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

1.1.5 Granting a franchise for a new Brand Motel that will not open during the Term; provided however, that Franchisor may grant a franchise for a Brand Motel that may open and begin operating in the Protected Territory beginning six (6) months before expiration of this Agreement; and

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

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

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

1.2.2. The right to own, establish, operate or manage, and to grant others the right to own, establish, operate, or manage any of the extended stays, all suites, Studio 6 Plus, Motel 6 and other facilities under marks and names similar to the Proprietary Marks (including, without limitation, System Motels and Dual-Branded motels) at any location, including locations within, adjacent, adjoining or proximate to the Protected Territory;

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

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

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

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

## 2. TERM

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

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

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

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

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

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

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

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

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

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

## 3. DUTIES OF FRANCHISOR

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

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

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

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

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

## 4. FEES

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

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

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

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

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

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

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

4.8. Franchisor may establish and administer a Corporate Plus Direct Billing program ("CPDB") under which Franchisor or its Affiliates collect, reconcile, and remit payments for reservations generated through travel booking partners, online travel agencies, wholesale channels, corporate accounts, and other distribution sources designated by Franchisor. Franchisee acknowledges and agrees that reservations designated by Franchisor as CPDB reservations shall be centrally billed and settled through CPDB, and Franchisee shall not collect payment at the Motel for such reservations except as directed by Franchisor. Franchisee authorizes Franchisor and its Affiliates to collect all revenues attributable to CPDB reservations on Franchisee's behalf and to deduct from such amounts any Royalty Fees, Program Fees, Reservation Fees, CPDB-related processing charges, chargebacks, relocation adjustments, tax adjustments, past period reconciliations, Accounts Receivable adjustments, and any other amounts owed by Franchisee under this Agreement or any related agreement. Settlement shall be conducted on a net basis in accordance with Franchisor's established procedures, and any credits issued in connection with CPDB shall constitute

payments or credits that Franchisor may apply in its sole discretion. Franchisor may offset and apply any amounts owed to Franchisee against any amounts owed by Franchisee under this Agreement or any related agreement.

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

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

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

4.12. If any payment due to Franchisor or its Affiliates by Franchisee is not received by its Due Date, the payment shall be deemed overdue. In addition to any other remedies Franchisor or its Affiliates may have, Franchisor may charge Franchisor's then-current late fee plus interest on such overdue amount from the Due Date until the date that the payment is paid at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law. Franchisor may charge a processing fee on transactions or on methods of payments. Franchisor may charge a fee if Franchisee's check for any amounts due to Franchisor fails to clear, or if any payment payable by Franchisee to Franchisor by any other method is declined by Franchisee's financial institution.

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

4.14. Franchisor shall have the right to apply any payments or credits in its sole discretion (regardless of any designation by Franchisee) to any amounts due in any order. Franchisee may not dispute any invoices from Franchisor or its Affiliates after six (6) months from the date of issuance, and invoices are deemed accepted six (6) months from the date of issuance.

4.15. Franchisor has the right to adjust, for inflation, all fixed dollar amounts under this Agreement (except the Franchise Fee) once a year to reflect changes in the Index. If the BLS no longer

publishes the Index, then Franchisor will have the right to designate a reasonable alternative measure of inflation.

4.16. If any amounts payable by Franchisee under this Agreement or any related agreement remain unpaid for a period of ninety (90) days following the applicable Due Date, and Franchisee fails to cure such non-payment within the cure period specified in a written notice from Franchisor, Franchisor may, upon written notice to Franchisee and in addition to any other rights or remedies available at law, in equity, or under this Agreement, implement enhanced revenue administration measures with respect to reservations generated through system channels, including online travel agencies, centralized reservation systems, corporate accounts, and other distribution sources designated by Franchisor; and Franchisee hereby authorizes Franchisor and its Affiliates to collect, receive, process, allocate, and apply any revenues attributable to such reservations, in whole or in part, on a net basis, against any amounts owed by Franchisee under this Agreement or any related agreement, together with any applicable fees, charges, adjustments, chargebacks, reconciliations, or other system-related costs, with any remaining balance, if applicable, to be remitted to Franchisee in accordance with Franchisor's then-current settlement procedures, it being agreed that such actions constitute a contractual revenue administration and reconciliation mechanism exercised in a commercially reasonable manner and not a restriction on Franchisee's operations.

## 5. DUTIES OF FRANCHISEE

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

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

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

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

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

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

5.3. Before the Opening Date and always during the Term, Franchisee shall designate a General Manager who must devote his or her full time, best efforts to managing the Motel and who shall have authority over the day-to-day operations of the Motel. Before the Opening Date, Franchisee's General Manager must attend and successfully complete, to Franchisor's satisfaction, Franchisor's General Manager Training Program, the fee for which is currently included in the Opening Package Fee. Franchisee must pay Franchisor's then-current training fee for each additional trainee beyond the initial General

Manager that Franchisee sends to that training. Franchisee must notify Franchisor of any changes in General Manager. All replacement or substitute General Managers hired after the initial General Manager must attend and successfully complete, to Franchisor's satisfaction, Franchisor's General Manager training program within two (2) months after commencing their duties as General Manager. Franchisee must pay Franchisor's then-current fee for training any replacement or substitute General Managers.

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

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

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

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

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

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

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

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

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

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

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

5.8. Franchisee shall report within twenty-four (24) hours, or in the timeframe otherwise described in the Manuals, to Franchisor or its designated Affiliate all incidents involving safety, security (including the security of the System, Software, Computer System (and all information found therein) or any other means of storing PII in Franchisee's control), guest or employee privacy, public relations or serious injury to persons or property that occur at, or involve, the Motel and shall consult with Franchisor or its designated Affiliate before speaking to or corresponding with the media about any such incident. Franchisee shall otherwise comply with those portions of the safety, security and public relations provisions designated as mandatory in the Manuals or by the Standards, with the purpose of effectively handling the occurrence and any risk, and to ensure the brand and Standards are maintained. Franchisee acknowledges and agrees that it is Franchisee's sole responsibility to maintain the safety and security of its employees, guests and others who may be on the Motel premises. Franchisor will not manage or assist with any Franchisee employee or employment-related issues.

5.9. Franchisor may evaluate Franchisee or the Motel for compliance with the Standards in person, online or through standard reporting, and may charge a noncompliance fee if Franchisor determines that Franchisee or the Motel has failed to comply with any Standard. On written request of Franchisor or its agent, Franchisee shall take such steps as may be necessary to correct any deficiencies under the

Standards detected during an evaluation, within the time specified by Franchisor. Franchisee acknowledges that Franchisor, its Affiliates, and their agents have the right, in their reasonable discretion, to enter upon the premises of the Motel at any time for the purpose of conducting inspections or evaluations for compliance with the Standards, without being guilty of trespass. Franchisee shall provide Franchisor's representatives with lodging, without charge, during inspections or evaluations. If Franchisee fails an evaluation, Franchisee shall (a) pay any noncompliance fee assessed by Franchisor and (b) reimburse Franchisor for any travel, expenses and/or then-current fees of Franchisor's representatives incurred in the initial or any subsequent evaluations to determine whether all deficiencies under the Standards have been corrected.

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

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

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

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

5.14. Franchisee shall purchase or license, install, utilize and maintain at the Motel, at its sole cost, and at then current pricing or fees as provided by franchisor, all Software, hardware, services and equipment necessary to operate and maintain the Computer System and shall otherwise execute and comply with the terms of the Technology License and Services Agreement attached to this Agreement as Attachment 4.

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

Franchisor for any expenses incurred by Franchisor or its Affiliates to resolve the guest complaint and (b) pay Franchisor the then-current, applicable customer care intervention fee, in accordance with Franchisor's policies and procedures, which may be periodically modified by Franchisor.

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

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

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

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

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

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

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

5.18.1. If (i) the Motel has achieved guest satisfaction scores that meet the Brand Standards; (ii) Franchisee has complied with the quality assurance program, and paid any quality non-compliance fee assessed, including participating in any required quality training; (iii) the number of guest complaints at the Motel has been and is then within then-current System averages; (iv) Franchisee has been and is in full compliance with its obligations under this Agreement (including, without limitation, Sections 5.15 and 18.4); (v) Franchisee has participated in all national and regional advertising campaigns; and (vi) the Motel's average room occupancy rate is at or below the levels specified below for any

Measurement Period beginning in or after the twenty-fifth (25th) month from the Opening Date, then Franchisee may terminate this Franchise Agreement by (vi) giving the required written notice to Franchisor within the time period specified below after the close of the Applicable Measurement Period and (viii) tendering payment of any applicable liquidated damages:

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

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

c. On thirty (30) days' written notice and payment of liquidated damages as specified in Attachment 2 to this Agreement if the Motel's average monthly room occupancy rate has been less than seventy percent (70%) but at least sixty percent (60%) for the monthly average during the Applicable Measurement Period.

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

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

## 6. DEVELOPMENT AND OPENING OF YOUR MOTEL

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

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

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

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

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

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

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

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

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

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

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

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

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

6.9. Franchisee shall not open the Motel for business until it has obtained Franchisor's approval to do so. Franchisee shall satisfy all of the terms and conditions of this Agreement, and equip, supply, staff and otherwise make the Motel ready to open under Franchisor's Standards. As a result of Franchisee's efforts to comply with the terms and conditions of this Agreement, Franchisee will incur significant expense and expend substantial time and effort. Franchisee acknowledges and agrees that Franchisor shall have no

liability or obligation to Franchisee for any losses, obligations, liabilities or expenses Franchisee incurs if Franchisor does not authorize the Motel to open or if Franchisor terminates this Agreement because Franchisee has not complied with the terms and conditions of this Agreement.

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

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

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

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

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

6.12. At Franchisor's request, Franchisee shall make periodic renovations to the Motel including PIP Renovations and Cycle Renovations. Franchisee shall be responsible for all costs and expenses associated with any PIP Renovations or any Cycle Renovations. Franchisee shall pay any fees due to Franchisor in connection with PIP Renovations or Cycle Renovations. Franchisee understands that updates or changes required by the Standards, such as the televisions and operating supplies and equipment, are not renovations subject to this Section 6.12 and Franchisee shall make such updates or changes at the Motel as required by Franchisor.

## 7. PROPRIETARY MARKS

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

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

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

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

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

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

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

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

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

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

7.3. Franchisee expressly understands and acknowledges that:

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

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

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

ownership, right to use and right to license others to use the Proprietary Marks or the ownership of the Proprietary Marks by Franchisor's Affiliate.

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

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

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

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

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

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

## 8. CONFIDENTIAL MANUALS

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

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

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

## 9. CONFIDENTIAL INFORMATION

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

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

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

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

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

## 10. ACCOUNTING AND RECORDS

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

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

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

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

10.5. In addition to any other remedies Franchisor may have, Franchisor or its designated agents shall have the right at any time to examine and copy all books, records, and tax returns of Franchisee related to the Motel and, at Franchisor's option, to have an independent audit made. Such books, records, and tax returns shall be made available to Franchisor or, at Franchisor's sole discretion, to Franchisor's agents, at the Approved Location or other location designated by Franchisor. If an inspection or audit reveals that Franchisee has failed to pay Franchisor or its Affiliates any sums payable under this Agreement, then Franchisee shall immediately pay Franchisor or its Affiliates the amount of such deficiency, any late fees, and interest from the date such amount was due until paid, as provided in Section 4.10. If an inspection reveals fraud or discloses an underpayment to Franchisor or its Affiliates of five percent (5%) or more of the total amount that should have been paid to Franchisor, Franchisee shall, in addition to payment of such deficiency, with late fees and interest, reimburse Franchisor or its Affiliates for all costs and expenses incurred in connection with the inspection or audit, including, without limitation, reasonable accounting and legal fees. If all books, records and tax returns of Franchisee related to the Motel are not made available to Franchisor, the audit is deemed "Unacceptable," and Franchisee must reimburse Franchisor the attempted audit-related costs Franchisor incurred. If Franchisee receives either a "Needs Improvement" or "Unacceptable" rating on an audit, Franchisor may re-inspect the books and Franchisee shall bear the re-inspection costs as provided in Section 5.10.

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

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

11.1.1. Franchisor may use the Program Fee for direct and indirect administration costs and overhead that Franchisor or its Affiliates incur in directing and administering the Marketing Program and for System Support and Enhancement, including reasonable costs of collecting and accounting for the

Program Fee. Franchisor will not use the Program Fee for operating Motels owned and/or operated by its Affiliates, or for the offer and sale of franchises for Motels.

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

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

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

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

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

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

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

11.3.3. Franchisor has established, or may establish, and maintain a website on the Internet that provides information about Franchisor and its franchise systems, including the System and the accommodations and services that Motels provide. Franchisor will have sole discretion and control over the website (including timing, design, contents, and continuation). Franchisor may use part of the Program Fee to pay or reimburse the costs associated with the development, maintenance, and update of the website.

Except for amounts that Franchisor may spend to develop and maintain the Internet website, which includes advertising and marketing for the System and advertising for the sale of franchises, Franchisor does not spend any of the Program Fee on the offer or sale of franchises.

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

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

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

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

11.5. Franchisor may suspend, restrict, or terminate Franchisee’s access to the Reservation System, distribution channels, loyalty programs, or related systems if Franchisee fails to timely pay any amounts due, under this Agreement, fails to comply with CPDB or centralized billing requirements, or is otherwise in default under this Agreement. Restoration of access shall be subject to Franchisee curing the applicable default and satisfying any conditions imposed by Franchisor.

## 12. INSURANCE

12.1. Before the commencement of any activities under this Agreement, Franchisee shall procure, and shall maintain in full force and effect at all times during the Term, at Franchisee’s sole expense, an insurance policy or policies of the types, and in the amounts, specified in Attachment 5, protecting Franchisee, Franchisor and the Franchisor Parties, against any demand, claim, loss, liability or expense arising out of or occurring upon or in connection with the establishment and operation of the Motel. Franchisee must ensure that such policies name Franchisor and the Franchisor Parties as additional insureds. All insurance policies required under this Agreement shall be written on an occurrence basis (except workers’ compensation) and shall not contain any exclusion, limitation, endorsement, sub-limit, or condition that excludes or restricts coverage for: (i) assault and/or battery; (ii) sexual assault, human trafficking; to the extent such claims arise from, relate to, or are alleged to relate to the ownership, occupancy, operation, or management of the Motel. Any insurance policy containing any such exclusion or limitation shall be deemed non-compliant with this Agreement, regardless of whether Franchisor or any of the Franchisor Parties are named as additional insureds thereunder.

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

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

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

12.5. If Franchisee, for any reason, fails to procure or maintain the required insurance, Franchisor and its Affiliates may charge a noncompliance fee for each missing or deficient policy, and have the right but not the obligation to procure the required insurance, and to charge to Franchisee all associated costs and expenses, plus an administrative fee. If Franchisee fails to procure or maintain insurance that fully complies with Section 12.1 and the Attachment 5 of this Agreement, such failure will constitute a material breach of this Agreement, whether or not Franchisor elects to procure insurance as allowed by this Section 12.5.

12.6. Franchisor shall have the right to review Franchisee's insurance policies, including but not limited to all endorsements, exclusions, and declarations pages, at Franchisor's sole discretion. Franchisee agrees to produce copies of such policies in full within five (5) business days after Franchisor's written request. Any denial of coverage arising from an exclusion or limitation prohibited under this Section shall constitute a material breach of this Agreement.

## 13. TRANSFER OF INTEREST

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

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

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

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

13.3.2. During the first six (6) months of the Term, Franchisee, or the Owners of Franchisee collectively, may make one Transfer to an entity owned by the Owners in the same proportions as set forth in Attachment 3 of this Agreement, without prior written consent of Franchisor or payment of a fee, so long as the entity provides any organization document Franchisor may require. The Transfer shall become effective by (i) assigning this Agreement to the entity in a form of assignment and assumption agreement acceptable to Franchisor; or (ii) revision of entity name throughout this Agreement as a Post-Effective Amendment and (ii) execution of Guarantees by Owners in the form found in Attachment 6, Guarantee, Indemnification and Acknowledgment.

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

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

13.5. Except as provided in Section 13.3 and its subparts, Franchisee must give Franchisor at least sixty (60) days prior written notice of any proposed Transfer. If Franchisee fails to provide proper written notice of intent to Transfer ownership, Franchisor shall, at its option, require payment of a $2,500 Expedited Document Request Fee. On Franchisor's request, Franchisee shall provide such additional information and documentation relating to the proposed Transfer as Franchisor may reasonably require. Franchisor may withhold its consent to a proposed Transfer on any reasonable grounds and will not consent to any Transfer that could result in the Motel ceasing to operate under the Brand or otherwise leaving the System. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval of a proposed Transfer, all of which must be satisfied on or before Closing. Any other Transfer or attempted Transfer in violation of this Section 13 shall be a material default of this Agreement:

13.5.1. All of Franchisee's accrued monetary obligations to Franchisor and its Affiliates have been satisfied, including all amounts due to Franchisor through the date of Closing. Franchisor may invoice these amounts to Franchisee after Closing, or Franchisor may estimate the amounts due to Franchisor through Closing, which Franchisee and transferee must then agree to escrow, to be disbursed to Franchisor at Closing, to fulfill this obligation. If Franchisor's estimate of the amounts due exceeds the amount owed to Franchisor, then Franchisor will refund the difference to Franchisee within thirty (30) days after Closing.

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

13.5.3. Transferee must complete Franchisor's then current Application, and submit payment of Franchisor's then-current $5,000 Transfer Application Fee, and must demonstrate to Franchisor's satisfaction that Transferee and its owners possess good moral character, business reputation and credit rating and, in a Transfer of controlling interest in Franchisee, have the aptitude and ability to operate the Motel in accordance with the Standards required by Franchisor (as may be evidenced by prior related business experience or otherwise); have adequate financial resources and capital to operate the Motel; and, in the case of a transferee which is already a franchisee under the System, be in compliance with its Agreement(s) and have a record of guest service and Standards compliance each of which is satisfactory to Franchisor.

13.5.4. Transferee must execute Franchisor's then-current form of franchise agreement (in which the fees will conform to the standard amounts then being paid as of the date of the Transfer) covering the balance of the Term (or such longer term as Franchisor, in its sole discretion may grant), and such other ancillary agreements as Franchisor may require, all of which shall supersede this Agreement in all respects, and pay to Franchisor its then-current $12,500 Transfer Franchise Fee applicable to Transfers.

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

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

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

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

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

13.6. If Franchisee or any Owner dies, becomes Incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to Franchisor in writing within thirty (30) days after the event (death, declaration of Incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest, and complete the Transfer within twelve (12) months after the

date of death or appointment of a personal representative or trustee. The Transfer will be subject to the provisions of this Section 13, as applicable; however, Franchisee will not be required to pay a Franchise Fee. If the deceased or Incapacitated person is a Principal Owner, Franchisor will have the right (but no obligation) to take over operation of the Motel on giving notice to the executor, administrator, personal representative, or trustee and to manage the Motel until the Transfer is completed. If Franchisor exercises this right, Franchisor may charge a reasonable management fee for its services. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Transfer set forth in Section 13.5, the executor may Transfer the decedent's interest to another successor that Franchisor has approved, subject to all of the terms and conditions for Transfers contained in this Agreement.

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

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

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

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

indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall pay to Franchisor the Franchisor's then-current non-refundable offering fee or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees.

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

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

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

## 14. DEFAULT AND TERMINATION

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

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

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

14.2.2. If the construction, renovation, maintenance or operation of the Motel, presents a threat or danger to public health or safety and an immediate shutdown of the Motel is either required by regulatory or governmental authority or reasonably determined by Franchisor to be essential to avoid

substantial liability or loss of goodwill, or if Franchisee receives two (2) or more notices from local governmental authorities (included but not limited to notices involving safety and security issues) within any consecutive twelve (12) month period and fails to implement appropriate measures reasonable satisfactory to Franchisor.

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

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

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

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

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

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

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

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

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

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

Franchisor effective immediately on the expiration of the thirty (30) day period or such longer period as applicable law may require. Franchisor may, but is not obligated to, provide Franchisee an opportunity, at the expiration of the original cure period, to avoid immediate termination through Franchisee's agreement to engage an approved management company, who must manage the Motel and correct the operational deficiencies to cure Franchisee's default to Franchisor's satisfaction.

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

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

14.5.2. For the avoidance of doubt, any rights to a protected area granted to Franchisee pursuant to Section 1.1 of this Agreement and described on Attachment 2, may be rescinded due to Franchisee's default, effective immediately on written notice from Franchisor to Franchisee, without any obligation on the part of Franchisor to reinstate the rescinded protection even if the default is cured; and Franchisor may grant a franchise to a third party as of the date of rescission, or as of the date of termination of the Agreement due to Franchisee's default.

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

## 15. OBLIGATIONS ON TERMINATION

On termination or expiration of this Agreement:

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

15.2. Franchisee shall immediately and permanently cease to use, by advertising or in any other manner whatsoever, any Proprietary Marks or identifying characteristics of the System, and all Confidential Information, methods, procedures and techniques associated with the System including, but not limited to, the Software. Franchisee shall remove and discontinue using for any purpose, all signs, fixtures, websites, furniture, furnishings, equipment, Software, Sites, PPPs, advertising, materials, stationery, supplies, forms or other articles, which display the Proprietary Marks. Nothing in this Agreement shall allow Franchisee to sell or Transfer any of the foregoing without obliterating any Proprietary Marks or distinctive features of

the System, unless transferred to Franchisor, its Affiliates, or another Brand Motel. Any signs bearing the Proprietary Marks which Franchisee is unable to remove within one (1) day after expiration or termination of this Agreement shall be completely covered by Franchisee until the time of their removal, which shall be within ten (10) days following the expiration or termination of this Agreement. Franchisee agrees that all signs that are not timely removed pursuant to this Section may be removed by Franchisor, and all legal and other costs related to such removal shall be borne by Franchisee.

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

15.3.1. Without limiting the foregoing, (a) the following distinctive features or devices associated with the System shall be painted colors other than the then-current colors used by Brand Motel: sign cans for all signs, sign poles for all signs, porte cochere, doors, railings and any other System features or Proprietary Marks; and (b) the following distinctive features or devices associated with the System shall be completely removed from the Approved Location: logo sign faces, non-logo signs in Brand colors and font, Brand posters, Brand drapes, Brand bedspreads, phone face plates, signage on the back of guest doors, pool signage, Brand theft disclaimer signage, Brand welcome awning, Brand lobby clock, any other item, feature or fixture with Proprietary Marks, and any other item as listed in the Manuals. Further, Franchisee will make such modifications or alterations to the Approved Location, as may be necessary or as requested by Franchisor to prevent the operation of any business in the Approved Location that might be deemed substantially or confusingly similar to that of Franchisor or any other Franchisor's franchisees, and cease using any trade dress, designation of origin, description, or representation that falsely suggests or represents an association or connection with Franchisor. \

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

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

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

15.3.5. Franchisee acknowledges and agrees that its failure to timely comply with the de-identification requirements contained in this Section 15.3 may result in lost future revenue and profits to

Franchisor, harm to the goodwill associated with the System and the Proprietary Marks. Franchisor and Franchisee agree that such damages may be difficult to quantify or estimate. Therefore, in addition to any other monies owed hereunder, including but not limited to any liability for damages to the Proprietary Marks, but in lieu of the payment of damages as a result of or related to as a result of or related to unauthorized use of the Proprietary Marks, Franchisee agrees to pay liquidated damages in an amount equal to $50 per Authorized Guest Room for each day that Franchisee continues to operate the motel with Brand signage and other indicia of Franchisor's intellectual property in place, plus Franchisor's costs of removing such signage and other indicia of Franchisor's intellectual property if Franchisee fails to do so. The parties expressly consider such liquidated damages to be a fee for unauthorized use of the Proprietary Marks and not a penalty and shall be in addition to any liquidated damages under Section 15.7, or actual damages under Section 15.7.1, for early termination. Franchisee shall pay Franchisor the liquidated damages specified in this Section 15.3.5 no later than five (5) days following notice of such demand from Franchisor.

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

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

15.6. Franchisee shall pay to Franchisor all amounts owed related to the operation of the Motel through the Termination Date immediately on the Termination Date.

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

Lost future profits = (Gross Operating Revenue minus Operating Expenses, plus applicable taxes) multiplied by the number of months remaining in the term of the Agreement.

15.7.1. Notwithstanding the foregoing, if Franchisee fails to comply with its obligations under Section 13, Franchisor specifically reserves the right to seek actual damages or lost future profits in lieu of liquidated damages .

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

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

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

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

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

## 16. ADDITIONAL COVENANTS

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

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

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

16.4. Franchisee agrees that Franchisee will not disclose the content of any negotiated terms of this Agreement without Franchisor's express prior consent except (a) as required by Law; (b) as may be required in any legal proceeding; and (c) to those of Franchisee's officers, directors, managers, members, shareholders, partners, employees, attorneys, accountants, agents or lenders to the extent necessary for the

operation or financing of the Motel, and only if Franchisee informs such persons of the confidentiality of the negotiated provisions. Any disclosure of the negotiated terms without Franchisor's consent may be deemed a default under this Agreement.

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

## 17. TAXES, PERMITS AND INDEBTEDNESS

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

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

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

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

## 18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

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

18.2. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint ventures between Franchisor or its Affiliates and Franchisee or its agents, employees, or successors. Franchisee acknowledges that: (a) all

employees hired by or working for Franchisee will be employees of Franchisee; (b) Franchisor has no authority to hire, fire, promote or demote any of Franchisee's employees or take any disciplinary action whatsoever against any of them; (c) the training required by Franchisor is for the purpose of enabling Franchisee to ensure the Motel operates in compliance with the Standards; and (d) Franchisee has and shall exercise full and complete control over, and have full responsibility for, its contracts, daily operations, labor relations, employment practices and policies, including but not limited to recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of its employees. Franchisee agrees it must communicate to all of its employees that Franchisee is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Proprietary Marks or Franchisor's name. Franchisee must file its own tax, regulatory, and payroll reports with respect to its employees and operations, saving and indemnifying the Franchisor Parties of and from any liability of any nature whatsoever by virtue thereof.

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

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

18.4.1. Franchisee shall have ten (10) business days from its receipt of written demand from Franchisor for indemnification under this Section 18 to comply with its obligations hereunder.

Franchisee's selected counsel must be reasonably acceptable to Franchisor. Franchisor shall have the right, through counsel of Franchisor's choice and at Franchisee's expense, to direct, manage, and control the defense of any matter to the extent the Franchisor Parties may be directly or indirectly affected, whether Franchisee's selected counsel is acceptable to Franchisor.

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

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

## 19. APPROVALS AND WAIVERS

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

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

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

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

## 20. NOTICES

All notices pursuant to this Agreement shall be in writing and shall be personally delivered; mailed by registered or certified mail, return receipt requested; dispatched by overnight delivery; or by email (or other electronic means designated by Franchisor) to the respective parties at the addresses on Attachment 2, unless and until a different address has been designated by written notice to the other party.

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

## 21. ENTIRE AGREEMENT

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

## 22. SEVERABILITY AND CONSTRUCTION

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

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

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

decision to which Franchisee is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

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

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

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

## 23. DISPUTE RESOLUTION

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

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

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

23.2. Franchisor has established a procedure for Franchisee to air and resolve grievances, issues and disputes internally. If the parties are unable to resolve such disputes with this procedure, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (including the attachments, exhibits, schedules and addenda hereto) or the relationship created by this Agreement (with the exception of those disputes concerning failure to commence construction, failure to commence operations, insurance, insurance requirements, monetary obligations, indemnification, quality performance, the Motel has ceased operations, unauthorized use of trademarks, or failure to de-identify) to non-binding mediation before bringing such claim, controversy or dispute in a court or before any other tribunal. The parties shall select a mediator within thirty (30) days of request of mediation by either party. The mediation shall be conducted through either an individual mediator or a mediator appointed by a mediation services organization or body approved by Franchisor and experienced in the mediation of lodging service business disputes or franchise disputes and shall be conducted at a location selected by Franchisor that is proximate to the Motel. The costs and expenses of any such mediation, including compensation and expenses of the

mediator (and except for the attorney's fees incurred by either party), shall be borne by both parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after either party requests mediation, then either party may bring a legal proceeding under Section 23.3 below to resolve such claim, controversy or dispute unless such time period is extended by written agreement of the parties. Notwithstanding the foregoing, Franchisor may bring an action for injunctive or other extraordinary relief (including, without limitation, specific performance), or involving the possession or disposition of, or other relief relating to, real property in a court having jurisdiction and in accordance with Section 23.7 below, without first submitting such action to mediation.

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

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

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

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

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

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

23.9. Franchisee, its Owners and Franchisor acknowledge that various provisions of this Agreement specify certain matters that are within the sole discretion or judgment of Franchisor. If the exercise of Franchisor's sole discretion or judgment as to any such matter is subsequently challenged, the parties to this Agreement (as well as Owners of Franchisee) agree that if a trier of fact finds that Franchisor relied on a business reason in the exercise of its sole judgment or discretion, then Franchisor's exercise of its discretion or judgment is to be viewed as a reasonable and proper exercise of such sole discretion or judgment, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to such business reason.

## 24. ACKNOWLEDGMENTS

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

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

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

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

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

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

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

24.1.7. Franchisee agrees to notify Franchisor in writing immediately if Franchisee or any of its Owners or any other person described in this Section 24.1 become Restricted Persons or come under investigation for or are found guilty of any of the offenses described in this Section 24.5 and, when requested to do so by Franchisor from time to time to certify in writing the continuing accuracy of the representations and warranties contained in this Section 24.1.

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

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

**ATTACHMENT 1 TO FRANCHISE AGREEMENT**
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

"Brand Motel" means a premium economy lodging facility offering services and amenities, designed for business and leisure customers looking for short term for temporary housing facility under the System and the Proprietary Marks of the Brand.

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

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

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

"Closing" means the date that a Transfer occurs.

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

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

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

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

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

"Cycle Renovations" means any periodic renovations required by Franchisor to Softgoods and Casegoods. Softgood renovations are required every 6 years, and Casegood renovations are required every 12 years, calculated from the date the original PIP was completed for conversions, and from the Opening Date for new construction.

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

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

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

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

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

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

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

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

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

"FCPA" means US. Foreign Corrupt Practices Act.

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

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

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

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

"Franchisor Parties" means Franchisor and its past, current, and future, direct or indirect, Affiliates, subsidiaries, parents, owners, successors, assigns, members, partners, trustees, and beneficiaries, and any of their past, current, and future officers, directors, agents, servants, representatives, managers, independent contractors, and employees, collectively and individually.

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

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

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

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

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

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

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

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

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

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

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

“Manuals” are the confidential operations manuals, which may include more than one document and periodic supplements, and all other manuals, guides, resources, training materials and websites, including but not limited to, Franchisor’s on-line brand library containing the Standards, requirements, specifications, policies, best practices, and procedures for the establishment and operation of franchised hotels or motels operating under the System, whether in hard copy or electronic form. Manuals may include but not be limited to operations manual, brand standards/brand requirements, marketing and sales manual, safety and security manual, and Computer System and Software user guide. Manuals exclude any Franchisee employee or employment policies or guidelines, employee or employment materials or manuals, or employee or employment training materials. Manuals do not and will not cover or control any Franchisee employee or employment-related issues.

“Marketing Program” means a marketing program whose primary purpose is promotion of public recognition of the Marks and the Brands and encouraging motel stays at Brand properties, that is developed, administered, and operated by Franchisor and its Affiliates, in their sole discretion, for the benefit of Brand Motel, and which may include, but is not limited to: (1) national, regional or local advertising using radio,

television, print, outdoor, point of sale, electronic and mail media; (2) developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, telemarketing, promotional and public relations materials, programs and campaigns; (3) creating and maintaining Internet advertising and marketing for the System (whether through a Brand website, other Sites, or otherwise); (4) conducting or directing market research; (5) establishing and promoting corporate account or other sales promotion opportunities; and (6) such additional programs or activities as Franchisor considers beneficial to Brand Motel.

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

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

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

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

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

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

"Ownership Schedule" means Attachment 3 to this Agreement.

"OTA" means on-line travel agency.

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

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

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

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

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

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

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

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

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

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

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

"Protected Territory" means the geographic area described in Attachment 2 to this Agreement for the purposes described in Section 1.2 of this Agreement and is only specific to the brand identified under this Agreement.

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

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

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

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

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

"Restricted Person" means (a) the government of any country that is subject to an Embargo; (b) an individual or entity located in or organized under the laws of any country subject to an Embargo; (c) a person ordinarily resident in any country subject to an Embargo; and (d) a person periodically identified by

any government or legal authority as a person with whom Franchisor or its Affiliates are prohibited or restricted from doing business, including, but not limited to, persons identified, by name, alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Other Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at http://www.ustreas.gov/offices/enforcement/ofac/) and similar listings of Restricted Persons, including applicable lists maintained by other governments.

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

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

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

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

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

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

"System" is the collection of procedures, policies, Standards, specifications, controls and other distinguishing elements which Franchisor, its Affiliates, or Franchisor designated third parties have developed, licensed or acquired in connection with the establishment and operation of Brand Motel. The distinguishing characteristics of the System include, without limitation, Standards and specifications for the establishment and operation of a Brand Motel; brand standard items (including, without limitation, items that use or display any Proprietary Mark of the Brand); prototypical architectural plans, designs, layouts and distinctive color schemes for Brand Motel; Computer System; the Software; the Reservation System; a Marketing Program; management and personnel training programs; operational Standards, policies, and procedures as prescribed in the Manuals; and a quality assurance program and non-compliance, all of which may be periodically changed, improved, supplemented, further developed, or otherwise modified by Franchisor, in its sole discretion. Franchisee must comply with all reasonable requirements of Franchisor in that regard. Franchisor, its Affiliates or its designated third parties, have and retain all ownership rights in and to the System and Franchisee has only the right to use the System under the terms and conditions of this Agreement.

"System Motels" means any motel, motel rooms, extended stay, or all suites operating under a franchise agreement with Franchisor under a name and proprietary marks other than the Brand specified for this Agreement, including but not limited to Studio 6 Plus, Motel 6, Motel 6 Classic, Hotel 6, Studio 6 Suites, or any dual-branded motel

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

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

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

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

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

"VPN" means virtual private network.

## ATTACHMENT 2 TO FRANCHISE AGREEMENT

| SELECTED TERMS | | |
|---|---|---|
| 1 | Effective Date: | |
| 2 | Franchisor Name, Address and Notice Email (§20): | G6 Hospitality Franchising LLC<br>6509 Windcrest Dr., Suite 100,<br>Plano, Texas 75024<br>Attention: Chief Executive Officer<br>Email: G6legalfranchisecontracts@g6hospitality.com<br><br>With a copy to:<br><br>G6 Hospitality Franchising LLC<br>6509 Windcrest Dr., Suite 100,<br>Plano, Texas 75024<br>Attention: Legal Counsel<br>Email: g6legalcontracts@g6hospitality.com |
| 3 | Franchisee Name, Address and Notice Email (§ 20): | «Entity»<br>«Notice_Person»<br>«Notice_Address»<br>«Notice_City_State_Zip»<br>Email: «Notice_Fax» |
| 4 | Application Type: | □ New Construction □ Conversion<br>□ Transfer □ Renewal |
| 5 | Location Type: | □ Interior Corridor □ Exterior Corridor |
| 6 | Brand (§1.1): | □ Motel 6 □ Studio 6 Suites<br>□ Dual Brand □ Studio 6 Extended Stay |
| 7 | Approved Location (§1.1): | «Motel_Address_City_State» |
| 8 | Expiration Date (§2.1): | At midnight on [NEW/CONVERSION: the date occurring fifteen (15) OR twenty (20) years after the Opening Date [RENEWAL: the date occurring ten (10) years after the Effective Date [TRANSFER: the Expiration Date from transferor's agreement or other agreed term measured from the Effective Date |
| 9 | Application Fee (§4.4): | $5,000 |
| 10 | Franchise Fee (§4.1): | |
| 11 | Opening Package Fee (§4.2): | $4,800 |
| 12 | Opening Assistance Fee (§4.3): | $5,500 |
| 13 | PIP / Site Evaluation Fee (§4.4): | $1,950 |
| 14 | Royalty Fee (§4.5): | 5.5% of Gross Rooms Revenue. |

| SELECTED TERMS | | | | | |
|---|---|---|---|---|---|
| 15 | Program Fee (§4.6): | 3% of Gross Rooms Revenue; provided Franchisor may increase the monthly Program Fee by providing notice to Franchisee; provided, however, Franchisor will not increase the Program Fee: (a) by more than one-half percent (0.5%) of Gross Room Revenues in any twelve (12) month period; and (b) to an amount greater than five and one-half percent (5.5%) of the Motel's Gross Room Revenues. | | | |
| 16 | Reservation Fee (§4.7): | 1% of Gross Rooms Revenue; provided Franchisor may increase the monthly Reservation Fee by providing notice to Franchisee; provided, however, Franchisor will not increase the Reservation Fee: (a) by more than one-half percent (0.5%) of Gross Room Revenues in any twelve (12) month period; and (b) to an amount greater than two percent (2%) of the Motel's Gross Room Revenues. | | | |
| 17 | Number of Initial Authorized Guest Rooms (§6.10): | «Number_Rooms» | | | |
| 18 | Liquidated Damages for Early Termination (§15.7): | The greater of (a) $3,000 per Authorized Guest Room or (b) the average monthly accrued Royalty Fees, Program Fees and Reservation Fees during the immediately preceding twelve (12) full calendar months multiplied by twenty-four (36). | | | |
| 19 | Protected Territory (§1.1): | | | | |
| 20 | Construction Plans Submission Deadline (§6.3): | «Plan_Date» | | | |
| 21 | Construction OR Renovation Commencement Date (§6.6): | «Start_Date» | | | |
| 22 | Property Improvement Plan ("PIP"): | See Attachment 7 for deadlines and details | | | |
| 23 | Development Work Completion Date (§6.7): | «Completion_Date» | | | |
| | Exterior/Interior Corridor Renovation Schedule: | | Pre-Opening | Phase 1 | Phase 2 |
| | | Trigger Date: | | | |
| | | Completion: | | | |

## ATTACHMENT 3 TO FRANCHISE AGREEMENT

### OWNERSHIP SCHEDULE

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

Direct Owners

| Name | Percentage Interest in Franchisee |
|---|---|
| _____* | _____ |
| _____ | _____ |
| _____ | _____ |

Indirect Owners

| Name | Percentage Interest in Direct Owner |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

_____

* Denotes Principal Owner

**ATTACHMENT 4 TO FRANCHISE AGREEMENT**
**TECHNOLOGY LICENSE AND SERVICES AGREEMENT**

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

**RECITALS:**

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

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

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

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

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

## 1. LICENSED SOFTWARE

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

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

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

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

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

## 2. IT SERVICES

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

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

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

## 3. TERM AND TERMINATION

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

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

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

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

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

## 4. FEES

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

## 5. DISCLAIMERS

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

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

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

## 6. INTELLECTUAL PROPERTY

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

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

## 7. PROPRIETARY INFORMATION

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

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

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

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

## 8. OWNERSHIP OF DATA; COMPLIANCE WITH PRIVACY LAWS.

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

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

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

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

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

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

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

## 9. INDEMNIFICATION BY FRANCHISEE

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

## 10. ASSIGNMENT

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

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

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

## 11. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

**Technology License and Services Agreement**
**Schedule A**

**Required Licensed Software Fees:**

| Licensed Software [4] | Ongoing Fees [4] | Payment Due Date [4] |
|---|---|---|
| Property Management Software [1] | $3.90 per Authorized Guest Room | Monthly |
| Revenue Management System [2] | Included in IT Services Fee[3] | Monthly |
| Learning@Lightspeed | $600 to $1000 | Annually |

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

[2] Currently the required Revenue Management System is G[6]ROW.

[3] Currently the monthly IT Services Fee of $300 plus $3.05 per Authorized Guest Room includes G[6]ROW, IT Service Desk, IT Program Delivery Office, Core IT Security, Integration of Core Systems, and Core Systems Monitoring.

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

**ATTACHMENT 5 TO FRANCHISE AGREEMENT**
**INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

7. Cyber Insurance with a minimum limit of $1,000,000 and covering without limitation, network security failures, data breaches, ransomware and other cyber extortion, business interruption, data recovery, privacy incidents, incident response expenses, notices to affected persons and entities, credit monitoring and security and privacy liability. This policy must include an endorsement naming Franchisor Parties as additional insureds.

8. General Requirements

    a) Franchisee's purchase of insurance will not in any way limit Franchisee's liability under the Agreement. All coverage's must be written on an occurrence basis and must be maintained without interruption from the date of the Agreement until the date of termination of the Agreement. To the extent that Cyber Insurance and Crime and Employee Dishonesty Insurance is not commercially available on an occurrence basis, the Franchisee may obtain Cyber Insurance and Crime and Employee Dishonesty Insurance on a claims made basis and, in that event, shall also secure "tail" coverage for a period of no less than three (3) years on such policies following any expiration or termination of the Agreement.

b) Franchisee will be liable for the payment of any deductible amount under Franchisee's insurance policies maintained. Franchisee's insurance deductible or self-insured retention will not exceed Ten Thousand and 00/100 Dollars ($10,000) or an amount approved by Franchisor and such amount will be evidenced on the certificate of insurance.

c) On execution of the Agreement, at least 10 days before the annual expiration of the policies, and each time a change is made in any insurance policy or insurance carrier throughout the Term of the Agreement, Franchisee shall deliver an ACORD 25 certificate of liability and an ACORD 28 evidence of property coverage to Franchisor or its Affiliates, demonstrating compliance with the insurance requirements set forth in the Agreement, identifying the Franchisor Parties as additional insureds, along with the name and address of the Motel, and applicable endorsements. Franchisee must provide evidence of renewal of each policy in compliance with then current insurance requirements before the expiration date of such insurance. Franchisee must provide evidence showing that the premiums for the insurance policies listed on the certificates have been paid. The certificates of insurance must include the coverages and wording required as outlined in subsections 1 through 7.

d) Franchisee will provide 30 days prior written notice of any intent not to renew such policy(ies) or to cancel, replace or alter the policy(ies) by reducing required coverage, sent to:

G6 Hospitality Franchising LLC
Attn: Franchise Department
6509 Windcrest Dr., Suite 100,
Plano, Texas 75024
Email: G6RiskFranchise@g6hospitality.com

e) The policies must be written with insuring company(ies) with AM Best financial strength ratings of "A-" or higher and financial size categories of "VII" or greater.

f) The policies listed in subsections 1, 3, 4 and 7 will include an endorsement naming Franchisor and the Franchisor Parties as an additional insured.

g) To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained, Franchisee waives on behalf of itself and its insurer all rights to assert claims for any losses, damages, liabilities, and expenses, including but not limited to attorney's fees, against the Franchisor Parties for damages to the extent proceeds realized from policies of insurance maintained or required to be maintained in connection with products and/or services provided under the Agreement are applied to such losses, damages, liabilities, and expenses. The policies listed in subsections 1, 2, 3, 4, 6 and 7 will include an endorsement acknowledging such waiver of subrogation in favor of the Franchisor Parties.

h) Franchisee will require its subcontractors to maintain coverage not less than those specified under this section.

i) A full and complete copy of any insurance policy required hereunder shall be provided by Franchisee to Franchisor within five (5) days after Franchisor's request, and Franchisee hereby consents to any of its insurers and/or insurance brokers providing a full and complete copy of the insurance policy to Franchisor.

j) If the Franchisor Parties are required to be an additional insured on any policy, that coverage provided to such additional insureds shall be on terms no less favorable than those provided to the named insureds and the Franchisor Parties shall be covered regardless of whether the Franchisee is or not also a defendant and regardless of whether any of the Franchisor Parties

are or are not alleged to be negligent. Furthermore, the insured v. insured exclusion shall not apply to any claims by any Franchisor Parties against Franchisee or Guarantors and vice versa.

k) The stated coverage minimums are in U.S. Dollars. The insurance obtained must meet or exceed these standards based on current currency conversions.

l) All insurance shall be primary (except for the umbrella coverage, which may be excess to the indicated policies) and non-contributory with respect to any other insurance which may be available to any Franchisor Party.

m) No sub-limits on any insurance policy (other than those explicitly permitted herein) are allowed without Franchisor's advance written permission.

n) Each policy must contain a separation of insureds clause pursuant to which no insured can trigger an exclusion or otherwise void or impair coverage for any other insured.

o) Within three business (3) days of its receipt, Franchisee will provide notice to Franchisor of any claim or suit arising out of or in connection with its operation of the Motel that names Motel 6 or an Affiliate, arises out of a death or serious injury, or arises out of any material event that affects the Motel 6 Brand and will be sent to:

G6 Hospitality Franchising LLC
Attn: Franchise Department
6509 Windcrest Dr., Suite 100,
Plano, Texas 75024
Email: G6RiskFranchise@g6hospitality.com

**ATTACHMENT 6 TO FRANCHISE AGREEMENT**
**GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT**

As an inducement to and as additional consideration for Franchisor to enter into the Agreement with Franchisee, the undersigned, jointly and severally, hereby unconditionally agree to guarantee to Franchisor and the Franchisor Parties the due, complete, and punctual performance and observance of all of Franchisee's financial obligations under the Agreement including, without limitation, the due and timely performance of all payment obligations ("Guarantee"). Additionally, each Guarantor shall submit to Franchisor, on written request, a copy of its financial statement.

On demand by Franchisor, the undersigned will immediately make each payment required of Franchisee under the Agreement, including damages, costs and expenses owed by Franchisee, payments due under any indemnification claim for reimbursement and all other duties and obligations that are susceptible to being satisfied by payment. This Guarantee is a guarantee of payment, and not of collection. This Guarantee is a primary obligation of the undersigned and is an unconditional, absolute, irrevocable present and continuing obligation and guarantee of performance and is not subject to any defense other than that of full prior performance. The undersigned hereby waive any right to require the Franchisor Parties to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Franchisee and agree to be bound by all such amendments and changes to the Agreement.

In addition to and not in substitution for the indemnity provided in Section 18 of the Agreement, the undersigned, jointly and severally, hereby unconditionally agree to defend (with counsel acceptable to the Franchisor Parties), protect, indemnify and hold harmless the Franchisor Parties, to the fullest extent permitted by law, from and against all first and third party claims, court and other costs, damages, demands, expenses, fees (consultant, expert, investigative, and legal), fines, liabilities, and losses incurred in connection with any action, suit, proceeding, claim, demand, investigation, formal or informal inquiry, or any settlement costs (whether or not a formal proceeding or action has been instituted) incurred in connection with or arising from any cause whatsoever which may arise out of, or in connection with, Franchisee's ownership, construction, renovation, establishment or operation of the Motel, the performance of Franchisee, its employees or agents under the Agreement, and any related agreements with Franchisor or its Affiliates, or the default by Franchisee or its Owners of any representation or warranty therein.

THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE TO BE INDIVIDUALLY BOUND BY ALL OF THE TERMS OF THE FRANCHISE AGREEMENT, INCLUDING, IN PARTICULAR, THOSE CONTAINED IN SECTIONS 8, 9, 13, 16, 18 AND 23 OF THE FRANCHISE AGREEMENT. THESE SECTIONS CONTAIN A NUMBER OF PROVISIONS THAT MAY AFFECT THE LEGAL RIGHTS OF THE UNDERSIGNED, INCLUDING A WAIVER OF JURY TRIAL, WAIVER OF PUNITIVE OR EXEMPLARY DAMAGES AND LIMITATIONS ON WHEN CLAIMS MAY BE RAISED.

This Guarantee shall terminate on the termination or expiration of the Agreement, except with respect to any and all obligations and liabilities which arose or accrued under the Agreement on or before the effective date of such termination, in which case this Guarantee shall remain in full force and effect until such obligations or liabilities have been fully satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. On the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

The undersigned shall pay the Franchisor Parties all costs and expenses (including, but not limited to, legal fees, court costs, and expenses of litigation) incurred by the Franchisor Parties in connection with any action brought by the Franchisor Parties to enforce this Guarantee or any other action related to or arising out of this Guarantee in which any of the Franchisor Parties is deemed to be the prevailing party. Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement and shall be interpreted and construed in accordance with Section 23 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Texas. In the event of any conflict of law, the laws of Texas shall prevail, without regard to, and without giving effect to, the application of the State of Texas conflict-of-law rules.

All notices pursuant to this Agreement shall be in writing and shall be personally delivered; mailed by registered or certified mail, return receipt requested; or dispatched by overnight delivery, or by email to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Chief Executive Officer
G6 Hospitality Franchising LLC
6509 Windcrest Dr., Suite 100,
Plano, Texas 75024
G6legalfranchisecontracts@g6hospitality.com

With a copy to: Legal Counsel
G6 Hospitality Franchising LLC
6509 Windcrest Dr., Suite 100,
Plano, Texas 75024
g6legalcontracts@g6hospitality.com

Notices to Guarantors: «Guar_Person»
«Guar_Address»
«Guar_City_State_Zip»
«Guar_Email»

«Guar_Person2»
«Guar_2_Address»
«Guar_2_City_State_Zip»
«Guar_2_Email»

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

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the Effective Date of the Agreement.

**GUARANTORS**

_____
«Guar_Person»

_____
«Guar_Person2»

**ATTACHMENT 7 TO FRANCHISE AGREEMENT**
**INSURANCE AND DISCLOSURE UNDERTAKING**

The Franchisee hereby irrevocably represents, warrants, and undertakes that all insurance policies required under Section 12 of the Franchise Agreement have been duly procured and are in full force and effect as of the Effective Date, and that such policies fully comply with all requirements set forth in the Franchise Agreement and Attachment 5, including, without limitation, the requirement that no policy contains any exclusion, limitation, endorsement, sub-limit, or condition prohibiting or restricting coverage for assault and/or battery, sexual assault, human trafficking, or related statutory claims.

The Franchisee further represents and warrants that complete and unredacted copies of all required insurance policies, including all endorsements, exclusions, riders, and declarations pages, have been delivered to G6, and that no material provision, endorsement, or exclusion has been omitted, concealed, modified, or mischaracterized.

The Franchisee expressly acknowledges that G6 has entered into and shall perform the Franchise Agreement in sole and exclusive reliance upon the accuracy, completeness, and truthfulness of the information and documentation provided by the Franchisee, including without limitation all insurance-related representations.

The Franchisee further acknowledges and agrees that any inaccuracy, omission, misrepresentation, concealment of material fact, or falsification in connection with the insurance policies or disclosures required under the Franchise Agreement shall constitute:

(a) a material and incurable breach of the Franchise Agreement;

(b) grounds for immediate termination without notice or opportunity to cure; and

(c) a basis for G6 to pursue all contractual, statutory, and common law remedies available, including but not limited to claims for fraud, misrepresentation, indemnification, and recovery of damages.

The Franchisee further agrees that it shall be estopped from asserting that any non-compliant insurance provision, exclusion, or denial of coverage was disclosed, approved, or accepted by G6.

This Undertaking shall survive termination or expiration of the Franchise Agreement.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**STATE SPECIFIC ADDENDA**
**TO FRANCHISE AGREEMENT**

## Hawaii Addendum

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. The following sentence is added to the end of Section 2.2.6, under the heading "Term and Renewal":

> The general release requirement excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

2. The following sentence is added to the end of Section 13.5.6, under the heading "Transfer by Franchisee":

> The general release requirement excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. The following new Section 14.7 is added, under the heading "Default and Termination":

> Notwithstanding anything to the contrary in this Section 14, Franchisor shall comply with Hawaii law which currently requires that Franchisor compensate Franchisee on termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Franchisor or a supplier designated by Franchisor. Personalized materials, which have no value to Franchisor, need not be compensated for. If Franchisor refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Franchisor, Franchisor, in addition, must compensate Franchisee for the loss of goodwill. Franchisor may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Franchisor.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Addendum to the Agreement as of the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

## Illinois Addendum

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 *et seq*., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 14 of the Agreement, under the heading "Default and Termination," shall be supplemented by the addition of the following new subsection 14.7, which shall be considered an integral part of the Agreement:

> 14.7 If any of the provisions of this Section 14 concerning termination or non-renewal are inconsistent with Sections 19 and 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 22 of the Illinois Franchise Disclosure Act states that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void." Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." If this Agreement contains a provision that is inconsistent with the Illinois Franchise Disclosure Act of 1987, the Illinois Act will control. In recognition of those provisions, the following modifications are made to Section 23 of the Agreement, under the heading "Applicable Law".

> A. Subsection 23.1 shall be amended by adding the following sentence to the end of that Section: "Notwithstanding any provisions of this Section 23.1 or its subsections, Illinois law shall govern any claim arising under the Illinois Franchise Disclosure Act."
>
> B. Subsection 23.3 shall be amended by the addition of the following sentence at the end of the subsection: "In the event of conflict between the foregoing provisions and the provisions of the Illinois Franchise Disclosure Act of 1987, the provisions of the Illinois Act shall control."
>
> C. Subsection 23.5 shall be amended by adding the following sentence to the end of that Section: "Notwithstanding any provisions of this Section 23.5 or its subsections, Illinois law shall govern any claim arising under the Illinois Franchise Disclosure Act."
>
> D. Subsection 23.6 shall be amended by adding the following sentence to the end of that Section: "Notwithstanding any provisions of this Section 23.6 or its subsections, Illinois law shall govern any claim arising under the Illinois Franchise Disclosure Act."
>
> Except as expressly set forth above, the provisions of Section 23 shall remain unchanged.

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

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Addendum to the Agreement as of the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

## Maryland Addendum

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates, and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the Applicant may have under the Maryland Franchise Registration and Disclosure Law;

2. Section 23 of the Agreement, under the heading "Dispute Resolution":

> A. Section 23.1 of the Agreement shall be deleted in its entirety and shall have no force and effect, and the following shall be substituted in lieu thereof:
>
> > 23.1 This Agreement takes effect on its acceptance and execution by Franchisor in Texas and shall be interpreted and construed under the laws of the State of Texas, except for claims arising under the Maryland Franchise Registration and Disclosure Law. In the event of any conflict of law, the laws of Texas shall prevail, without regard to, and without giving effect to, the application of Texas conflict of law rules.
>
> B. Subsections 23.1.1 and 23.1.2 shall remain unchanged.
>
> C. Section 23.3 of the Agreement shall be amended by the addition of the following sentence at the end of the Section: "In the event of any conflict between the foregoing provisions and the provisions of the Maryland Franchise Registration and Disclosure Law, the provisions of the Maryland Law shall control."

3. Section 23.5 of the Agreement shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 23.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Motel, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred, except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Maryland Addendum to the Agreement on the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»«By_Name_2»
Title: «By_Title»«By_Title_2»
Date: _____

By: _____
Name: «By_Name»«By_Name_2»
Title: «By_Title»«By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

## Minnesota Addendum

In recognition of the requirements of the Minnesota Franchises law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 7 of the Agreement, under the heading "Proprietary Marks" shall be amended by the addition of the following new Section 7.8, which shall be considered an integral part of the Agreement:

> 7.8 Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), G6 Hospitality Franchising LLC is required to protect any rights Franchisee may have to Franchisor's Proprietary Marks.

2. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest" shall be deleted in its entirety and shall have no force or effect; and the following Section shall be inserted in lieu thereof:

> 13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. Section 14 of the Agreement, under the heading "Default and Termination" shall be supplemented by the addition of the following new Section 14.7, which shall be considered an integral part of the Agreement:

> 14.7 Minnesota Law provides Franchisee with certain termination rights. Minn. Stat. § 80C.14 (subd. 3) currently requires, except in specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

4. Section 23.5 of the Agreement, under the heading "Dispute Resolution" shall be deleted in its entirety and have no force or effect, and the following shall be substituted in lieu thereof:

> 23.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Motel, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

5. Sections 23.7 and 23.8 of the Agreement, under the heading "Dispute Resolution" shall be deleted in their entirety, and shall have no force or effect; and the following paragraphs shall be substituted in lieu thereof:

> 23.7 Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.
>
> 23.8 DELIBERATELY OMITTED

6. Section 23 of the Agreement, under the heading "Dispute Resolution" shall be supplemented by the addition of the following new Section, which shall be considered an integral part of the Agreement:

> 23.10 Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

7. Section 23 of the Agreement, under the heading "Dispute Resolution" shall be supplemented by the addition of the following new Section which shall be considered an integral part of the Agreement:

> 23.11 Minnesota Law provides Franchises with certain termination, non-renewal and Transfer rights. Minn. Stat. § 80C.14 (Subd. 3, 4 and 5) currently require, except in certain specified cases, that a Franchise be given 90 days written notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement and that consent to the Transfer of the Franchise not be unreasonably withheld.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum.

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Minnesota Addendum to the Agreement on the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

## New York Addendum

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. Section 13.5.6 of the Agreement, under the heading "Transfer of Interest" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 13.5.6 That the transferor and each Owner whose interest is being transferred execute a general release, in a form satisfactory to Franchisor, of all claims against Franchisor, its Affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities, provided however, that all the rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 23.7 of the Agreement, under heading "Dispute Resolution" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 23.7 Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for seeking orders and preliminary injunctions.

3. Section 23 of the Agreement, under the heading "Dispute Resolution" shall be supplemented by the addition of the following new Section 23.10, which shall be considered an integral part of the Agreement:

> 23.10 Nothing in this Agreement should be considered a waiver of any right conferred on Franchise by New York General Business Law, Article 33, Sections 680-695.

4. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or the Franchise will be operated in New York. Franchisor is required to furnish a New York prospectus to every prospective Franchisee who is protected under the New York General Business Law, Article 33.

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this New York Addendum to the Agreement on the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

## Rhode Island Addendum

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. A. Section 23.1, under the heading "Dispute Resolution," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 23.1 This Agreement takes effect on its acceptance and execution by Franchisor in Texas, and the entering into, performance and interpretation of this Agreement shall be governed, construed and interpreted by the laws of the State of Texas; except with respect to any cause of action which arises under the Rhode Island Franchise Investment Act. In the event of any conflict of law, the laws of Texas shall prevail, without regard to, and without giving effect to, the application of Texas conflict-of-law rules.
>
> B. Subsections 23.1.1 and 23.1.2 shall remain unchanged.
>
> C. Section 23.3 of the Agreement, under the heading "Dispute Resolution," shall be amended by the addition of the following sentence at the end of the Section: "In the event of a conflict between the foregoing provisions and the provisions of the Rhode Island Franchise Investment Act, the provisions of the Rhode Island Act shall control."

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

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Rhode Island Addendum to the Agreement on the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

**Virginia Addendum**

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

**[Drafting Note To Be Deleted – Only for Agreements Signed After July 1, 2026]**

1. For so long as the subsections of the Virginia Retail Franchising Act require the changes to the Franchise Agreement noted below, the following shall apply:

The following is added to the end of Section 23.1 of the Franchise Agreement:

> Notwithstanding anything to the contrary in Section 23.1 of the Franchise Agreement, under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, the Franchise Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws rules.

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

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Virginia Addendum to the Agreement on the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**

G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

## Washington Addendum

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Non-solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

**IN WITNESS WHEREOF,** the parties hereto have duly executed, sealed and delivered this Washington Addendum to the Agreement on the same date that the Agreement was executed.

**FRANCHISEE**

«Entity»,
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»
Date: _____

By: _____
Name: «By_Name_2»
Title: «By_Title_2»
Date: _____

**FRANCHISOR**
G6 Hospitality Franchising LLC,
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer
Date: _____

**DUAL BRAND ADDENDUM TO MOTEL 6 FRANCHISE AGREEMENT**

This Dual Brand Addendum to Motel 6 Franchise Agreement ("Addendum") is made and entered into between Franchisor and Franchisee as of the Effective Date.

**RECITALS:**

Franchisor and Franchisee are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Motel 6 Agreement") for the establishment and operation of a Motel 6 Motel to be located at the Approved Location ("Motel 6 Motel"), on the terms and conditions described in the Motel 6 Agreement.

Franchisor and Franchisee also are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Studio 6 Agreement") for the establishment and operation of a Studio 6 extended stay motel to be located at the Approved Location ("Studio 6 Motel"), on the terms and conditions described in the Studio 6 Agreement.

The Motel 6 Motel and the Studio 6 Motel are both owned and operated by Franchisee and otherwise satisfy Franchisor's requirements for dual branded Motel 6 and Studio 6 properties ("Dual Brand Operation"). This Addendum modifies the Motel 6 Agreement to reflect changes resulting from the Dual Brand Operation and to memorialize the parties' intent that at all times during the term of the Motel 6 Agreement and the Studio 6 Agreement (including any renewal term) each of the Motel 6 Motel and the Studio 6 Motel will be operated together by the same person or entity.

Contemporaneously with the execution of this Addendum, Franchisee and Franchisor will enter into a Dual Brand Addendum to the Studio 6 Agreement to modify the terms and conditions of the Studio 6 Agreement in substantially the same manner as set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the Motel 6 Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms shall have the meanings given to them herein, or if not defined, then as defined in the Motel 6 Agreement.

2. Definitions. The following defined terms are hereby added to the Definitions in Attachment 1 to the Motel 6 Agreement in the appropriate alphabetical order:

   "Studio 6 Agreement" means that certain Studio 6® Agreement (including all Attachments and Addenda), dated as of the Effective Date between Franchisor and Franchisee.

   "Studio 6 Motel" means that certain Studio 6® extended stay motel to be operated by Franchisee or a manager consented to by Franchisor under the terms of the Studio 6 Agreement.

3. Expiration Date. Item 8 of Attachment 2 to the Motel 6 Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement will expire on the earlier of (i) _____ years after the Opening Date or (ii) the expiration or termination of the Studio 6 Agreement."

4. Renewal of Motel 6 Agreement. In addition to satisfying all of the terms and conditions for renewal set forth in Section 2.2 of the Motel 6 Agreement, the Motel 6 Agreement and the Studio 6

Agreement must both be renewed (i) at the same time, (ii) on the same date and (iii) for an identical renewal period such that the scheduled expiration date of the Motel 6 Agreement and the Studio 6 Agreement after renewal are the same. Franchisee acknowledges and agrees that, in connection with any renewal, it must continue to be the franchisee under both the Motel 6 Agreement and the Studio 6 Agreement and that any renewal of the Motel 6 Agreement and the Studio 6 Agreement is subject to Franchisor's right, in its sole discretion, to approve Franchisee's renewal applications with respect to the applicable agreement.

5. Transfer. In addition to satisfying all of the terms and conditions applicable to any proposed Transfer, Franchisee acknowledges and agrees that no direct or indirect interest in Franchisee, the Motel 6 Motel, the Motel 6 Agreement, or substantially all of the assets of the Motel 6 Motel may be Transferred to any Person unless, simultaneously with such Transfer, the same Person also acquires the same interest in Franchisee, the Studio 6 Motel, the Studio 6 Agreement, or substantially all of the assets of the Studio 6 Motel in accordance with the terms and conditions of the Studio 6 Agreement.

6. Default and Termination. Section 14 of the Motel 6 Agreement is hereby amended as follows:

   A. A new Section 14.2.11 is hereby added as follows together with conforming changes deleting the "or" at the end of Section 14.2.9 and adding it to the end of Section 14.2.10:

      "14.2.11. If the Studio 6 Agreement expires or is terminated for any reason."

   B. The first sentence of Section 14.4 is hereby deleted and replaced with the following:

      "14.4. Except as provided in Sections 14.1, 14.2, and 14.3 of this Agreement, if Franchisee fails to maintain or observe any of the Standards prescribed by Franchisor in this Agreement, the Studio 6 Agreement, the Manuals, or otherwise in writing, Franchisor may terminate this Agreement by giving Franchisee written notice of termination (in the manner set forth under Section 20 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof of the cure to Franchisor, all within the thirty (30) day period."

7. Additional Conditions, Amendments and Provisions Applicable to Dual Brand Operation.

   A. *Requirement for Common Control*. Franchisee acknowledges that Franchisor is willing to consent to the Dual Brand Operation and the terms of this Addendum only for so long as the Motel 6 Motel and the Studio 6 Motel are both owned by Franchisee. Failure to retain common control of the Motel 6 Motel and the Studio 6 Motel by Franchisee will constitute a default under Section 14.4 of the Motel 6 Agreement.

   B. *Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation*. Franchisee and Franchisor acknowledge and agree that the fees and charges payable by Franchisee described on Exhibit A to this Addendum and which are applicable to the Motel 6 Motel and the Studio 6 Motel will be modified to the extent set forth on Exhibit A. Franchisee acknowledges that, except to the extent such fees and charges are expressly modified under Exhibit A, Franchisee will pay all fees and charges in accordance with the Motel 6 Agreement and the Standards.

C. *Use of the Approved Location*. Pursuant to Section 5.2.1 of the Motel 6 Agreement, Franchisor hereby consents to the operation of both the Motel 6 Motel and the Studio 6 Motel at the Approved Location so long as Franchisee complies in all respects with the terms and conditions of the Motel 6 Agreement and this Addendum, and the Studio 6 Agreement, and its Addendum.

D. *Repair of Motel 6 Motel and Studio 6 Motel Following Casualty Event*. Franchisee acknowledges and agrees that the terms and conditions of Section 5.16 apply collectively with respect to the Motel 6 Motel and the Studio 6 Motel (*i.e.*, references to "Motel" in Section 5.16 shall be deemed to collectively reference the Motel 6 Motel and the Studio 6 Motel). For avoidance of doubt, if a fire or other casualty event occurs and the cost to repair such damage is reasonably estimated to be not less than fifty percent (50%) of the collective fair market value of the Motel 6 Motel and the Studio 6 Motel, Franchisee shall expeditiously repair the damage and otherwise comply with all terms and obligations of the Motel 6 Agreement and the Studio 6 Agreement.

E. *Condemnation.* Franchisee acknowledges and agrees that the terms and conditions of Section 5.17 apply collectively with respect to the Motel 6 Motel and the Studio 6 Motel (*i.e.*, references to "Motel" in Section 5.17 shall be deemed to collectively reference the Motel 6 Motel and the Studio 6 Motel). For the avoidance of doubt, the proposed taking of any portion of the Motel by condemnation, eminent domain, or similar proceeding will be evaluated based on whether the proposed taking is significant enough to render the continued operation of the Motel (collectively) in accordance with the Standards impractical to determine whether or not the Agreement will terminate.

F. *Amendments to Manuals for Dual Brand Operation*. Franchisee acknowledges and agrees that Franchisor may, in its sole discretion, supplement, amend or otherwise modify the Manuals to take into account the Dual Brand Operation. Such supplements, amendments or modifications may include, without limitation, items necessary to address the requirements for the Dual Brand Operation of the Motel 6 Motel and the Studio 6 Motel (e.g., uniforms, amenities, etc.). Franchisee will comply in all respects with the Manuals, as adapted for the Dual Brand Operation.

G. *Training and Operation of the Motel 6 Motel and the Studio 6 Motel*. Franchisor and Franchisee acknowledge and agree that one Manager and the same motel staff will be permitted to operate both the Motel 6 Motel and the Studio 6 Motel so long as such Manager and staff satisfy the requirements of Section 5.3 of the Motel 6 Agreement and the Studio 6 Agreement, including, without limitation, all of Franchisor's training requirements. The applicable training for Franchisee's Manager and motel staff may be supplemented, amended, or otherwise modified by Franchisor to take into account the nature of the Dual Brand Operation.

H. *Access to Manuals and Confidential Information*. So long as Franchisee is in compliance in all respects with the terms and conditions of the Motel 6 Agreement and the Studio 6 Agreement (including, the terms and conditions of this Addendum and the requirement for Franchisor to consent to the Dual Brand Operation), Franchisee will be permitted to grant its Manager and motel staff access to the applicable Manuals for both the Motel 6 Motel and the Studio 6 Motel and such grant of access to the applicable Manuals will not be deemed to be a breach of the confidentiality provisions of the Motel 6 Agreement (including Section 8 and Section 9).

I. *Compliance with Applicable Standards*. Franchisee acknowledges and agrees that it will operate both the Motel 6 Motel and the Studio 6 Motel in accordance with the Standards, as such Standards may be periodically modified by Franchisor to take into account the Dual Brand Operation.

8. Acknowledgments of Franchisee and Guarantors.

A. Franchisee acknowledges and agrees that it is a material consideration to Franchisor that the Motel 6 Motel and the Studio 6 Motel at the Approved Location will continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements. Franchisee understands and agrees that any event of default, termination, non-renewal or transfer affecting the Motel 6 Motel shall also affect the Studio 6 Motel and that any event of default, termination, non-renewal or transfer affecting the Studio 6 Motel shall also affect the Motel 6 Motel.

B. Each Guarantor acknowledges the terms of this Addendum and affirms and ratifies all of Guarantor's commitments and obligations under the Guarantee. Each Guarantor acknowledges and affirms that its obligations under the Guarantee continue in full force and effect.

9. Effect of Addendum; Construction. This Addendum is an integral part of the Motel 6 Agreement. Except as expressly provided in this Addendum, all terms and conditions of the Motel 6 Agreement will be and remain in full force and effect as written. In the event of any conflict between the terms and conditions of this Addendum and those of the Motel 6 Agreement, this Addendum will control. The amendments to the Motel 6 Agreement set forth herein shall be interpreted and construed consistent with the parties' intent that the Motel 6 Motel and the Studio 6 Motel at the Approved Location shall continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements.

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

**FRANCHISEE:**

**«Entity»,**
a «Entity_State» «EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»

By: _____
Name: «By_Name_2»
Title: «By_Title_2»

**For purposes of Section 9:**

**GUARANTORS:**

_____
«Guar_Person»

_____
«Guar_Person2»

**FRANCHISOR:**

**G6 Hospitality Franchising LLC,**
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer

## Exhibit A

| Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation | |
|---|---|
| **Applicable Cost, Fee, or Charge** | **Modification or Revision to Applicable Fee** |
| Application Fee | Franchisee shall pay a separate Application Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| Franchise Fee | Franchisee shall pay a separate Franchise Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. For the avoidance of doubt, calculation of the room number in excess of 150 rooms is made by reference to the total number of rooms in the Motel 6 Motel or the Studio 6 Motel, as applicable. |
| Royalty Fee | Franchisee shall pay a separate Royalty Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| Program Fee | Franchisee shall pay a separate Program Fee for the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| IT Services Fee | Franchisee shall pay a separate IT Services Fee for each of the Motel 6 Motel and the Studio 6 Motel, as described in the applicable Agreement. |
| PIP Fee / Site Evaluation Fee | If the applications for both the Motel 6 Agreement and the Studio 6 Agreement are submitted at the same time, Franchisee will only pay one Site Evaluation/PIP Fee for the Motel 6 Motel and the Studio 6 Motel (collectively). However, if the applications for the Motel 6 Agreement and Studio 6 Agreement are submitted at separate times, then Franchisor reserves the right to charge separate PIP Fees/Site Evaluation Fees for the Motel 6 Motel and the Studio 6 Motel. |
| Opening Package Fee | Only one fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively). |
| On-Site and Other Opening Training and Assistance | Only one fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively). |
| Annual Conference Fee | Only one Annual Conference Fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively) for one attendee. Additional Annual Conference Fees will be charged for each additional attendee. |
| Additional Training Fee | Only one Additional Training Fee (per person) will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively). |
| Inspection/Re-Inspection Fee | Franchisee must participate in the applicable Quality Assurance Program for each of its Motel 6 Motel and its Studio 6 Motel. |
| Transfer Fee | In the event of any Transfer, Franchisee shall pay a separate Transfer Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| Renewal Fee | Franchisee shall pay a separate Renewal Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |

| Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation | |
|---|---|
| **Applicable Cost, Fee, or Charge** | **Modification or Revision to Applicable Fee** |
| Quality Assurance Audit Fee | Franchisor charges a separate Quality Assurance Audit Fee for Motel 6 Motel and Studio 6 Motel and may conduct the Quality Assurance audits on different dates. |
| Liquidated Damages for Early Termination | On early termination of the Motel 6 Agreement and the Studio 6 Agreement, Franchisee will pay one liquidated damages payment equal to the greater of (a) $2,000 per authorized guest room, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel or (b) the average monthly accrued Royalty Fees, Program Fees and Reservation Fees during the immediately preceding twelve full calendar months multiplied by twenty-four. |
| Trademark Liquidated Damages for Opening Without Permission | Franchisee shall pay a separate liquidated damages payment for each brand in the amount of $50 per authorized guest room, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day that the Motel is open without Franchisor's approval. |
| Trademark Infringement /De-Identification Fee | In addition to liquidate damages for early termination, Franchisee shall pay a separate liquidated damages payment for each brand in the amount of $50 per authorized guest room, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day after the Termination Date that Franchisee continues to operate the Motel with Motel 6 or Studio 6 signage and/or other indicia of Franchisor's intellectual property in place. |

**DUAL BRAND ADDENDUM TO STUDIO PLUS 6 FRANCHISE AGREEMENT**

This Dual Brand Addendum to Studio 6 Franchise Agreement ("Addendum") is made and entered into between Franchisor and Franchisee as of the Effective Date.

**RECITALS:**

Franchisor and Franchisee are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Studio 6 Agreement") for the establishment and operation of a Studio 6 extended stay motel to be located at the Approved Location ("Studio 6 Motel"), on the terms and conditions described in the Studio 6 Agreement.

Franchisor and Franchisee also are parties to an Agreement dated as of the Effective Date (including all Attachments and Addenda, the "Motel 6 Agreement") for the establishment and operation of a Motel 6 Motel to be located at the Approved Location ("Motel 6 Motel"), on the terms and conditions described in the Motel 6 Agreement.

The Studio 6 Motel and the Motel 6 Motel are each owned and operated by Franchisee and otherwise satisfy Franchisor's requirements for dual branded Studio 6 and Motel 6 properties ("Dual Brand Operation"). This Addendum modifies the Studio 6 Agreement to reflect changes resulting from the Dual Brand Operation and to memorialize the parties' intent that, at all times during the term of the Studio 6 Agreement and the Motel 6 Agreement (including any renewal term), each of the Studio 6 Motel and the Motel 6 Motel will be operated together by the same person or entity.

Contemporaneously with the execution of this Addendum, Franchisee and Franchisor will enter into a Dual Brand Addendum to the Motel 6 Agreement to modify the terms and conditions of the Motel 6 Agreement in substantially the same manner as set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the Motel 6 Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms shall have the meanings given to them herein, or if not defined, then as defined in the Studio 6 Agreement.

2. Definitions. The following defined terms are hereby added to the Definitions in Attachment 1 to the Studio 6 Agreement in the appropriate alphabetical order:

   "Motel 6 Agreement" means that certain Motel 6 Agreement (including all Attachments and Addenda), dated as of the Effective Date between Franchisor and Franchisee.

   "Motel 6 Motel" means that certain Motel 6 motel to be operated by Franchisee or a manager consented to by Franchisor under the terms of the Motel 6 Agreement.

3. Expiration Date. Item 8 of Attachment 2 to the Studio 6 Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement will expire on the earlier of (i) _____ years after the Opening Date or (ii) the expiration or termination of the Motel 6 Agreement."

4. Renewal of Studio 6 Agreement. In addition to satisfying all of the terms and conditions for renewal set forth in Section 2.2 of the Studio 6 Agreement, the Studio 6 Agreement and the Motel 6

Agreement must both be renewed (i) at the same time, (ii) on the same date and (iii) for an identical renewal period such that the scheduled expiration date of the Studio 6 Agreement and the Motel 6 Agreement after renewal are the same. Franchisee acknowledges and agrees that, in connection with any renewal, it must continue to be the franchisee under both the Studio 6 Agreement and the Motel 6 Agreement and that any renewal of the Studio 6 Agreement and the Motel 6 Agreement is subject to Franchisor's right, in its sole discretion, to approve Franchisee's renewal applications with respect to the applicable agreement.

5. Transfer. In addition to satisfying all of the terms and conditions applicable to any proposed Transfer, Franchisee acknowledges and agrees that no direct or indirect interest in Franchisee, the Studio 6 Motel, the Studio 6 Agreement, or substantially all of the assets of the Studio 6 Motel may be Transferred to any Person unless, simultaneously with such Transfer, the same Person also acquires the same interest in Franchisee, the Motel 6 Motel, the Motel 6 Agreement, or substantially all of the assets of the Motel 6 Motel in accordance with the terms and conditions of the Motel 6 Agreement.

6. Default and Termination. Section 14 of the Studio 6 Agreement is hereby amended as follows:

   A. A new Section 14.2.11 is hereby added as follows together with conforming changes deleting the "or" at the end of Section 14.2.9 and adding it to the end of Section 14.2.10:

      "14.2.11. If the Motel 6 Agreement expires or is terminated for any reason."

   B. The first sentence of Section 14.4 is hereby deleted and replaced with the following:

      "14.4. Except as provided in Sections 14.1, 14.2, and 14.3 of this Agreement, if Franchisee fails to maintain or observe any of the Standards prescribed by Franchisor in this Agreement, the Motel 6 Agreement, the Manuals, or otherwise in writing, Franchisor may terminate this Agreement by giving Franchisee written notice of termination (in the manner set forth under Section 20 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof of the cure to Franchisor, all within the thirty (30) day period."

7. Additional Conditions, Amendments and Provisions Applicable to Dual Brand Operation.

   A. *Requirement for Common Control*. Franchisee acknowledges that Franchisor is willing to consent to the Dual Brand Operation and the terms of this Addendum only for so long as the Studio 6 Motel and the Motel 6 Motel are both owned by Franchisee. Failure to retain common control of the Studio 6 Motel and the Motel 6 Motel by Franchisee will constitute a default under Section 14.4 of the Studio 6 Agreement.

   B. *Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation*. Franchisee and Franchisor acknowledge and agree that the fees and charges payable by Franchisee described on Exhibit A to this Addendum and which are applicable to the Studio 6 Motel and the Motel 6 Motel will be modified to the extent set forth on Exhibit A. Franchisee acknowledges that, except to the extent such fees and charges are expressly modified under Exhibit A, Franchisee will pay all fees and charges in accordance with the Studio 6 Agreement and the Standards.

C. *Use of the Approved Location*. Pursuant to Section 5.2.1 of the Studio 6 Agreement, Franchisor hereby consents to the operation of both the Studio 6 Motel and the Motel 6 Motel at the Approved Location so long as Franchisee complies in all respects with the terms and conditions of the Studio 6 Agreement and this Addendum, and the Motel 6 Agreement, and its Addendum.

D. *Repair of Studio 6 Motel and Motel 6 Motel Following Casualty Event*. Franchisee acknowledges and agrees that the terms and conditions of Section 5.16 apply collectively with respect to the Studio 6 Motel and the Motel 6 Motel (i.e., the references to "Motel" in Section 5.16 of the Studio 6 Agreement are deemed to reference the Studio 6 Motel and the Motel 6 Motel, collectively). For avoidance of doubt, if a fire or other casualty event occurs and the cost to repair such damage is reasonably estimated to be not less than fifty percent (50%) of the collective fair market value of the Studio 6 Motel and the Motel 6 Motel, Franchisee shall expeditiously repair the damage and otherwise comply with all terms and obligations of the Studio 6 Agreement and the Motel 6 Agreement.

E. *Condemnation*. Franchisee acknowledges and agrees that the terms and conditions of Section 5.17 apply collectively with respect to the Studio 6 Motel and the Motel 6 Motel (i.e., references to "Motel" in Section 5.17 shall be deemed to collectively reference the Studio 6 Motel and the Motel 6 Motel). For the avoidance of doubt, the proposed taking of any portion of the Motel by condemnation, eminent domain, or similar proceeding will be evaluated based on whether the proposed taking is significant enough to render the continued operation of the Motel (collectively) in accordance with the Standards impractical to determine whether or not the Agreement will terminate.

F. *Amendments to Manuals for Dual Brand Operation*. Franchisee acknowledges and agrees that Franchisor may, in its sole discretion, supplement, amend or otherwise modify the Manuals to take into account the Dual Brand Operation. Such supplements, amendments or modifications may include, without limitation, items necessary to address the requirements for the Dual Brand Operation of the Studio 6 Motel and the Motel 6 Motel (e.g., uniforms, amenities, etc.). Franchisee will comply in all respects with the Manuals, as adapted for the Dual Brand Operation.

G. *Training and Operation of the Studio 6 Motel and the Motel 6 Motel*. Franchisor and Franchisee acknowledge and agree that one Manager and the same motel staff will be permitted to operate both the Studio 6 Motel and the Motel 6 Motel so long as such Manager and staff satisfy the requirements of Section 5.3 of the Studio 6 Agreement and the Motel 6 Agreement, including, without limitation, all of Franchisor's training requirements. The applicable training for Franchisee's Manager and motel staff may be supplemented, amended, or otherwise modified by Franchisor to take into account the nature of the Dual Brand Operation.

H. *Access to Manuals and Confidential Information*. So long as Franchisee is in compliance in all respects with the terms and conditions of the Studio 6 Agreement and the Motel 6 Agreement (including, the terms and conditions of this Addendum and the requirement for Franchisor to consent to the Dual Brand Operation), Franchisee will be permitted to grant its Manager and motel staff access to the applicable Manuals for both the Studio 6 Motel and the Motel 6 Motel and such grant of access to the applicable Manuals will not be deemed to be a breach of the confidentiality provisions of the Studio 6 Agreement (including Section 8 and Section 9).

I. *Compliance with Applicable Standards*. Franchisee acknowledges and agrees that it will operate both the Studio 6 Motel and the Motel 6 Motel in accordance with the Standards, as such Standards may be periodically modified by Franchisor to take into account the Dual Brand Operation.

8. Acknowledgments of Franchisee and Guarantors.

A. Franchisee acknowledges and agrees that it is a material consideration to Franchisor that the Studio 6 Motel and the Motel 6 Motel at the Approved Location will continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements. Franchisee understands and agrees that any event of default, termination, non-renewal or transfer affecting the Studio 6 Motel shall also affect the Motel 6 Motel and that any event of default, termination, non-renewal or transfer affecting the Motel 6 Motel shall also affect the Studio 6 Motel.

B. Each Guarantor acknowledges the terms of this Addendum and affirms and ratifies all of Guarantor's commitments and obligations under the Guarantee. Each Guarantor acknowledges and affirms that its obligations under the Guarantee continue in full force and effect.

9. Effect of Addendum; Construction. This Addendum is an integral part of the Studio 6 Agreement. Except as expressly provided in this Addendum, all terms and conditions of the Studio 6 Agreement will be and remain in full force and effect as written. In the event of any conflict between the terms and conditions of this Addendum and those of the Studio 6 Agreement, this Addendum will control. The amendments to the Studio 6 Agreement set forth herein shall be interpreted and construed consistent with the parties' intent that the Studio 6 Motel and the Motel 6 Motel at the Approved Location shall continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements.

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

**FRANCHISEE:**

**«Entity»,**
a «Entity_State»«EntityForm»

By: _____
Name: «By_Name»
Title: «By_Title»

By: _____
Name: «By_Name_2»
Title: «By_Title_2»

**For purposes of Section 9:**

**GUARANTORS:**

_____
«Guar_Person»

_____
«Guar_Person2»

**FRANCHISOR:**

**G6 Hospitality Franchising LLC,**
a Delaware limited liability company

By: _____
Name: Sonal Sinha
Title: Chief Executive Officer

## Exhibit A

| Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation | |
|---|---|
| **Applicable Cost, Fee, or Charge** | **Modification or Revision to Applicable Fee** |
| Application Fee | Franchisee shall pay a separate Application Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| Franchise Fee | Franchisee shall pay a separate Franchise Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. For the avoidance of doubt, calculation of the room number in excess of 150 rooms is made by reference to the total number of rooms in the Motel 6 Motel or the Studio 6 Motel, as applicable. |
| Royalty Fee | Franchisee shall pay a separate Royalty Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| Program Fee | Franchisee shall pay a separate Program Fee for the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| IT Services Fee | Franchisee shall pay a separate IT Services Fee for each of the Motel 6 Motel and the Studio 6 Motel, as described in the applicable Agreement. |
| PIP Fee / Site Evaluation Fee | If the applications for both the Motel 6 Agreement and the Studio 6 Agreement are submitted at the same time, Franchisee will only pay one Site Evaluation/PIP Fee for the Motel 6 Motel and the Studio 6 Motel (collectively). However, if the applications for the Motel 6 Agreement and Studio 6 Agreement are submitted at separate times, then Franchisor reserves the right to charge separate PIP Fees/Site Evaluation Fees for the Motel 6 Motel and the Studio 6 Motel. |
| Opening Package Fee | Only one fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively). |
| On-Site and Other Opening Training and Assistance | Only one fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively). |
| Annual Conference Fee | Only one Annual Conference Fee will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively) for one attendee. Additional Annual Conference Fees will be charged for each additional attendee. |
| Additional Training Fee | Only one Additional Training Fee (per person) will be charged for the Motel 6 Motel and the Studio 6 Motel (collectively). |
| Inspection/Re-Inspection Fee | Franchisee must participate in the applicable Quality Assurance Program for each of its Motel 6 Motel and its Studio 6 Motel. |
| Transfer Fee | In the event of any Transfer, Franchisee shall pay a separate Transfer Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |
| Renewal Fee | Franchisee shall pay a separate Renewal Fee for each of the Motel 6 Agreement and the Studio 6 Agreement, as described in the applicable Agreement. |

| Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation | |
|---|---|
| **Applicable Cost, Fee, or Charge** | **Modification or Revision to Applicable Fee** |
| Quality Assurance Audit Fee | Franchisor charges a separate Quality Assurance Audit Fee for Motel 6 Motel and Studio 6 Motel and may conduct the Quality Assurance audits on different dates. |
| Liquidated Damages for Early Termination | On any early termination of the Motel 6 Agreement and the Studio 6 Agreement, Franchisee will pay one liquidated damages payment equal to the greater of (a) $2,000 per room, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel or (b) the average monthly accrued Royalty Fees, Program Fees and Reservation Fees during the immediately preceding twelve full calendar months for each of the Motel 6 Motel and the Studio 6 Motel multiplied by twenty-four. |
| Trademark Liquidated Damages for Opening Without Permission | Franchisee shall pay a separate liquidated damages payment for each brand in the amount of $50 per authorized guest room, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day that the Motel is open without Franchisor's approval. |
| Trademark Infringement /De-Identification Fee | In addition to the liquidated damages for early termination, Franchisee shall pay a separate liquidated damages payment for each brand in the amount of $50 per authorized guest room, multiplied by the collective number of rooms in each of the Motel 6 Motel and the Studio 6 Motel, for each day after the Termination Date that Franchisee continues to operate the Motel with Motel 6 or Studio 6 signage and/or other indicia of Franchisor's intellectual property in place. |

# EXHIBIT E
# GENERAL RELEASE

**GENERAL RELEASE**

**THIS GENERAL RELEASE** ("Release") is executed on _____ by _____ ("Franchisee") and/or _____ ("Guarantors") as a condition of (1) the transfer of the franchise agreement dated _____ between Franchisee and G6 Hospitality Franchising, LLC ("Franchisor") ("Agreement"); or (2) the execution of a renewal Agreement by Franchisee and Franchisor.

**1. Release by Franchisee and Guarantors**. If Franchisee is an entity, Franchisee (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) or, if Franchisee is an individual, Franchisee (on behalf of himself/herself and his/her heirs, representatives, successors and assigns) (collectively, "Releasors") freely and without any influence forever release Franchisor, its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively, "Releasees"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to, Agreement and all other agreements between any Releasor and any Release arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law. This general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law or to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[For California franchisees only, add: Each Releasor expressly waives and relinquishes all rights and benefits which he/she may now have or in the future have under and by virtue of California Civil Code Section 1542. Releasors do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] General release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." For the purpose of implementing a general release and discharge as described herein, Releasors expressly acknowledge that this agreement is intended to include in its effect, without limitation, all claims which Releasors do not know or suspect to exist in their favor at the time of execution hereof, and that this agreement contemplates the extinguishment of any such claims.]

**2. Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

**3. No Prior Assignment.** Franchisee and Guarantors represent and warrant that the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1.

**4. Covenant Not to Sue.** Franchisee and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by

way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

**5. Complete Defense.** Franchisee and Guarantors: (a) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (b) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

**6. Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs and personal representatives of Franchisor and each Releasor.

**7. Third Party Beneficiary.** Franchisor and its parent, affiliates and subsidiaries shall be third party beneficiaries under this Release.

**8. Representation by Counsel.** Franchisee and Guarantors acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Release, and that they have executed this Release with the consent and upon the advice of said independent counsel.

**9. Enforcement.** This Release and all claims relating to this Release shall be governed by and construed under the law of the state of Texas. Franchisee and Guarantors shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where Franchisor's principal offices are located. Franchisor may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee resides or does business, or where the claim arose.

**10. Confidentiality.** The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders or regulations.

**11. Construction.** Any capitalized terms that are not defined in this Release shall have the meaning given them in the Agreement. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, Franchisee and Guarantors have executed this Release as of the date shown above.

**ATTEST:**

By:_____
Print Name:_____
Title_____

**WITNESS:**

By: _____
Print Name:_____

**FOR ENTITY:**
**FRANCHISEE:**

_____

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

**GUARANTOR:**

_____
Print Name:_____
Date: _____

**FOR INDIVIDUAL:**
**FRANCHISEE:**

_____
Print Name:_____
Date:_____

**EXHIBIT F**
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# Studio 6® Plus

## BRAND STANDARDS

**09.2025**

**Your guide to deliver on our Brand Promise**

# Welcome to Studio 6 Plus®

**Only Interior Corridor, 3-storeyed properties to be allowed.**

**Studio 6 Plus® Brand Promise:**
Studio 6 Plus offers fully-equipped, comfortable rooms, welcoming guests that need to extend their, not their budget.

## Brand Standards

The Brand Standards set forth in this Manual provide a set of clear instructions, guidelines, and procedures on how to deliver on the Studio 6® Plus Brand Promise. Each Brand Standard is purposeful and in alignment with our business model, strategies, and goals.

The term "Brand Standards Manual" refers to the guidelines and documentation presented herewith, in addition to other guidelines or documentation, such as: the Brand Identity Guidelines, the Safety Guidelines and Recommendations, the Operational Procedures, and others.

This document supersedes and replaces all prior or existing documents, agreements or records containing information about Studio 6® Plus Brand Standards.

Verity, and correct as needed.


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## EXHIBIT G-1

**List of Studio 6 Plus Franchised Locations as of December 31, 2025**

None

## EXHIBIT G-2

**List of Studio 6 Plus Former Franchisees as of December 31, 2025**

None

## EXHIBIT G-3

**List of Studio 6 Plus Signed Agreements, Not Open as of December 31, 2025**

None

**EXHIBIT H**
**FINANCIAL STATEMENTS**

# G6 Hospitality Franchising LLC

Statements of Financial Position as of December 31, 2025 and 2024 and Statements of Income, Members' Capital and Cash Flows for the Years Ended December 31, 2025, 2024, and 2023 and Independent Auditor's Report

# G6 HOSPITALITY FRANCHISING LLC

**Financial Statements and Notes to the Financial Statements**

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JLK Rosenberger
Certified Public Accountants

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Irvine, California 92614
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# Independent Auditor's Report

To Management of
G6 Hospitality Franchising LLC

## *Opinion*

We have audited the financial statements of G6 Hospitality Franchising LLC (the "Company"), which comprise the statements of financial position as of December 31, 2025 and 2024, and the related statements of income, members' capital, and cash flows for the years then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## *Transactions with Affiliated Companies*

As explained in Note 1 to the financial statements, the Company is part of an affiliated group of companies and has entered into transactions with the group members. The financial statements have been prepared from the separate records maintained by the Company and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company. Our opinion is not modified with respect to that matter.

## *Prior Period Financial Statements*

The Financial Statements of G6 Hospitality Franchising LLC, which comprise the statement of financial position as of December 31, 2023, and related statements of income, members' capital, and cash flows for the year then end, were audited by other auditors whose report dated March 1, 2024 expressed an unmodified opinion on those statements.

## *Responsibilities of Management for the Financial Statements*

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



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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

JLK Rosenberger, LLP

Irvine, California
March 4, 2026

## STATEMENTS OF FINANCIAL POSITION
(in thousands)

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 10,954 | $ 6,215 |
| Fees receivable, net of allowances $10,483 and $2,694 | 15,839 | 20,461 |
| Due from affiliates, net | 398 | - |
| Deferred contract costs | 954 | 939 |
| Other current assets | 1,187 | 865 |
| Total current assets | 29,332 | 28,480 |
| Non current assets: | | |
| Deferred contract costs, long-term | 11,581 | 12,408 |
| Other long-term assets | 7,892 | 6,555 |
| Total assets | $ 48,805 | $ 47,443 |
| **Liabilities and Members' Capital** | | |
| Current liabilities: | | |
| Accounts payable | $ 3,869 | $ 1,837 |
| Deferred revenue | 1,344 | 1,350 |
| Accrued expenses | 191 | 89 |
| Total current liabilities | 5,404 | 3,276 |
| Long term liabilities: | | |
| Deferred revenue, long-term | 13,577 | 14,040 |
| Total liabilities | 18,981 | 17,316 |
| Members' capital | 29,824 | 30,127 |
| Total liabilities and members' capital | $ 48,805 | $ 47,443 |

## STATEMENTS OF INCOME
(in thousands)

| | Year ended December 31, 2025 | Year ended December 31, 2024 | Year ended December 31, 2023 |
|---|---|---|---|
| **REVENUES:** | | | |
| Royalty fees | $ 58,875 | $ 63,057 | $ 66,329 |
| Franchise fees | 1,382 | 2,663 | 2,712 |
| Other franchise income | 2,953 | 6,411 | 1,775 |
| Total revenues | 63,210 | 72,131 | 70,816 |
| **OPERATING EXPENSES:** | | | |
| Service fees | 22,879 | 24,196 | 23,583 |
| Bad debt expense | - | 1,206 | 700 |
| Total operating expenses | 22,879 | 25,402 | 24,283 |
| **OTHER NON-OPERATING INCOME** | | | |
| Interest income | 66 | 390 | 319 |
| Total other non-operating income | 66 | 390 | 319 |
| Income before income tax expense | 40,397 | 47,119 | 46,852 |
| Income tax expense | 109 | 111 | 136 |
| **NET INCOME** | $ 40,288 | $ 47,008 | $ 46,716 |

## STATEMENT OF MEMBERS' CAPITAL

(in thousands)

| | | |
|---|---|---|
| **Balance at January 1, 2023** | $ | 45,516 |
| Cash distributions | | (58,855) |
| Net income | | 46,716 |
| **Balance at December 31, 2023** | | 33,377 |
| Cash distributions | | (50,258) |
| Net income | | 47,008 |
| **Balance at December 31, 2024** | | 30,127 |
| Cash distributions | | (40,591) |
| Net income | | 40,288 |
| **Balance at December 31, 2025** | $ | 29,824 |

## STATEMENTS OF CASH FLOWS
(in thousands)

| | Year ended December 31, 2025 | Year ended December 31, 2024 | Year ended December 31, 2023 |
|---|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | |
| Net income | $ 40,288 | $ 47,008 | $ 46,716 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Provision for credit allowance | - | 1,206 | 700 |
| Amortization of franchise development cost | 1,162 | 457 | 328 |
| Changes in other assets and liabilities: | | | |
| Fees receivable | 4,621 | 4,701 | (7,284) |
| Payable to/receivable from affiliate | (398) | - | (4,569) |
| Other assets | (2,821) | (4,177) | (1,127) |
| Deferred contract costs | 812 | (978) | (1,265) |
| Accounts payable | 2,032 | (959) | (388) |
| Deferred revenue | (468) | (592) | (466) |
| Accrued expenses | 102 | (227) | (163) |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | 45,330 | 46,438 | 32,482 |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | | |
| Cash distributions | (40,591) | (50,258) | (58,855) |
| NET CASH USED IN FINANCING ACTIVITIES | (40,591) | (50,258) | (58,855) |
| Increase / (decrease) in Cash and Cash Equivalents | 4,739 | (3,819) | (26,373) |
| Cash and Cash Equivalents at Beginning of the year | 6,215 | 10,034 | 36,407 |
| Cash and Cash Equivalents at End of the year | $ 10,954 | $ 6,215 | $ 10,034 |

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

***Description of Business*** – G6 Hospitality Franchising LLC (the "Company"), is a wholly-owned subsidiary of G6 Hospitality LLC ("G6 Hospitality"), which is a wholly-owned motel management company of IBL Limited, LLC ("Parent").

Between October 2012 and November 2024, the Company was indirectly owned by BRE/Everbright M6 LLC ("Everbright"). Everbright was the sole owner of the Parent, which was the sole owner of G6 Hospitality. On December 17, 2024, IBL Limited was acquired by OYO Hotels Inc. (the "Acquisition"). OYO Hotels Inc. is a hospitality franchising organization based in India.

The Company entered into an Intellectual Property License Agreement (the "IP License Agreement") with G6 Hospitality IP LLC, a wholly owned subsidiary of G6 Hospitality, whereby the Company has the rights to all "Motel 6" and "Studio 6" intellectual property, including trademarks. Additionally, the Company entered into a Franchise Management Agreement ("Management Agreement") with G6 Hospitality, whereby G6 Hospitality will market and manage the franchising programs. Both agreements were effective beginning October 1, 2012. Effective from January 1, 2023, the Management Agreement was amended to increase the service fee payable to G6 Hospitality (see Note 2).

The Company's significant accounting policies have been consistently applied in the preparation of the accompanying financial statements.

***Basis of Presentation*** – The accompanying financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). The fiscal year ends on December 31.

***Parent Company Support*** – The Company receives substantial support from its parent company (G6 Hospitality) in the form of services and administration. These financial statements have been prepared from the separate records maintained by the Company and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company.

***Use of Estimates*** – The preparation of the Company's financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and disclosure of contingent assets and liabilities at the balance sheet date. Actual results could differ from those estimates. Significant estimates for the Company include the allowance for credit losses and other contingencies.

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

***Fees Receivable –*** The Company records receivables from franchisees for fees earned and not yet collected. The receivables are carried at the original invoiced amount less an allowance for expected credit losses based on a periodic review of all outstanding amounts. Account balances over 30 days past due are considered delinquent and management begins collection efforts at this time. Delinquent invoices are subject to late charges and interest. On a periodic basis, management evaluates its accounts receivable and determines whether to provide an allowance for expected credit loss or if an account should be written off. This assessment is based on information such as a customer's credit history and financial condition, current payment patterns, future obligations and the Company's assessment of a customer's ability to pay outstanding balances. Past due balances and future obligations are reviewed individually for collectability. A receivable is considered past due if the Company has not received payments based on agreed-upon terms. Amounts are charged against the allowance when it is determined that expected credit losses may occur. Credit losses are written off when identified and recorded within operating expenses.

***Rollforward of Allowance for Credit Losses –*** As part of the Acquisition, the rights to certain receivable balances were not purchased by the Company and were retained by the seller entity. The Company will perform collection activities on these balances and distribute the collected funds to the seller entity when received. As such, a reserve was established for the entirety of the outstanding balance of these receivables as of December 31, 2024. This reserve was not included in the beginning balance of allowance for credit losses in the following table.

During 2025, OYO Hotels Inc. modified its arrangement with the seller entity. Under the new agreement, the Company will retain these receivables and related collections. As a result, the related reserve was reclassified into the allowance for credit losses in current period, with no adjustment to prior-year financial statements.

The following table presents information related to the allowance for credit losses that relates to outstanding fees receivable.

| | | |
|---|---|---|
| Beginning Balance | $ | 2,694 |
| Reclassification of allowance related to seller receivables now retained by the Company | | 7,789 |
| Ending Balance | $ | 10,483 |

***Credit Risk –*** Financial instruments that potentially subject the company to significant concentrations of credit risk consist primarily of accounts receivable. As of December 31, 2025 and 2024 there are no customers that make up a significant portion of accounts receivable. To minimize the credit risk, the Company has enacted additional monitoring procedures to ensure that follow-up action is taken to recover overdue balances. For the years ended December 31, 2025, 2024, and 2023 there are no customers that make up a significant portion of the revenue of the Company.

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

***Receivable from and Payable to Affiliate*** – The Company, along with other related parties contribute to the combined operations of Parent. As such, cash is remitted and advanced to the affiliated companies as needed. Amounts contributed to the combined operations of Parent are cash distributions (see Note 2). As of December 31, 2025 there is balance net receivable balance of $398,080 due from affiliates. These amounts represent amounts owed or payable by the Company to Parent and its subsidiaries incurred during the normal course of operations such as receivables earned from owned hotel locations and amounts due for services rendered on behalf of the Company.

As of December 31, 2024, all receivables and payables with affiliates were settled, and there were no outstanding balances.

Remittances and advances incurred during the normal course of operations to/from affiliate are classified as increases or decreases to cash from operating activities in the Statements of Cash Flow.

***Other Assets –*** The Company incurs costs associated with franchise development and these costs are being amortized over a 10 to 20 year period and are reflected as a reduction of revenue.

***Liabilities*** – The Company effectively purchases the receivables from certain guest stays at franchise locations and reimburses the franchisee for the revenues less a 4% fee for the credit risk associated with the stay and the associated administrative costs of the direct bill program. The net amounts due to the franchisee are recorded as accounts payable.

The Company bills franchisees for other fees or services rendered by any of its affiliates. These services may include marketing, reservations, training, technical support and administrative support for various programs and services the Company is required to provide under the franchise agreements. The Company collects the fees from the franchisees on behalf of G6 Hospitality (see Note 2).

***Other Franchise Income*** – Other income consists primarily of early termination fees and non-compliance fees collected from franchisees.

***Interest Income*** – Interest income consists of interest earned on cash deposits in the bank.

***Expenses*** – The Company records service fee expense for management, franchise sales, legal, financial, human resource and administrative services rendered by G6 Hospitality (see Note 2). All costs are expensed as incurred.

***Comprehensive Income*** – There are no components of comprehensive income other than net income.

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

***Taxes*** – The Company is a disregarded entity for tax purposes. The Company's ultimate parent is a Limited Liability Company ("LLC"), which has elected to be taxed as a partnership for federal and state tax purposes; and therefore, is not subject to federal income taxes. Accordingly, no provision for federal income taxes has been recorded in the accompanying financial statements since any federal taxable income or loss of the Company is to be included in the tax returns of the ultimate parent's individual partners.

The Texas franchise tax is computed by applying the applicable tax rate (1% for the Company) to the profit margin, which is generally determined by total revenue less compensation costs.

***Statement of Cash Flows*** – For purposes of reporting cash flows, highly liquid short-term investments purchased with an original maturity at the date of purchase of three months or less and money market mutual funds are considered to be cash equivalents. Cash and cash equivalents are recorded at cost, which approximates fair value. The Company maintains cash balances in domestic banks, which, at times, may exceed the limits of amounts insured by the Federal Deposit Insurance Corporation. As of December 31, 2025 and 2024, the Company's balance exceeded federally insured limits by approximately $9,087 and $5,965, respectively. To date, the Company has not recognized any losses caused by uninsured balances.

***Revenue Recognition*** – Revenues consist primarily of monthly royalty fees and initial franchise fees. Revenue is recognized in accordance with Accounting Standards Codification ("ASC") 606, 'Revenue from Contracts with Customers'. As of December 31, 2025, 2024 and 2023, the number of franchised motels was 1,497, 1,468 and 1,448, respectively. Additionally, as of December 31, 2025, 2024 and 2023, the number of franchise locations owned by affiliates was 8, 0, and 2, respectively.

The franchise agreements typically have an initial term of 15 to 20 years with provisions permitting franchisees or the Company to terminate upon request under certain circumstances. Initial franchise fees received upon execution of a franchise agreement are recognized as revenue ratably as services are provided over the term of the franchise agreement.

Royalty fees, which are based on a percentage of franchised motels' gross room revenue (as defined in each franchise agreement), are invoiced and recorded at a point in time when earned and due from the franchisee.

Franchise agreements require the franchisee to pay various fees, such as marketing and program fees, reservation fees, and technology fees. The Company collects these fees on behalf of G6 Hospitality, who manages the franchising programs and provides the services.

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

***Deferred Revenue*** – The Company receives the initial franchise and relicensing fees when a franchise agreement is executed. Such upfront fees received are deferred and recognized over the term of the franchise agreement in accordance with ASC 606. In the event an agreement is terminated prior to the term end, any related deferred revenue is immediately recognized. Changes in deferred revenue were as follows.

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| Deferred Revenue at the beginning of period | $ 15,390 | $ 15,982 |
| New deferrals due to cash received | 1,197 | 1,658 |
| Revenue recognized during the year | (1,666) | (2,250) |
| Deferred Revenue at the end of the period | 14,921 | 15,390 |
| Less: Current Portion | (1,344) | (1,350) |
| Long term deferred Revenue at the end of the period | $ 13,577 | $ 14,040 |

***Deferred Contract Costs*** – The Company incurs certain direct costs such as franchise commissions and incentives in order to obtain franchise contracts. Such costs are capitalized and subsequently amortized over the term of the agreement in accordance with ASC 606. In the event an agreement is terminated prior to the term end, any unamortized cost is immediately expensed. Changes in deferred contract costs were as follows.

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| Deferred contract cost at the beginning of period | $ 13,347 | $ 12,368 |
| New deferrals due to cost incurred | 634 | 2,386 |
| Contract cost amortised during the period | (1,446) | (1,407) |
| Deferred contract costs at the end of period | 12,535 | 13,347 |
| Less: Current Portion | (954) | (939) |
| Long term deferred contract costs at the end of the period | $ 11,581 | $ 12,408 |

***Recently Adopted Accounting Standards***

On January 1, 2023, the Company adopted Accounting Standards Update ("ASU") No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses in Financial Instruments". This ASU changes the methodology for measuring credit losses on financial instruments and the timing of when such losses are recorded. The standard results in the immediate recognition of an estimate of credit losses that are expected to occur over the life of the financial instruments that are within the scope of the guidance, including trade receivables. The guidance primarily applies to our trade receivables and any future financial assets that have the contractual right to receive cash that the Company may acquire in the future.

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The Company adopted the ASU using the modified retrospective method for all financial assets measured at amortized cost, which means that results for reporting periods beginning after January 1, 2023 are presented under ASU 2016-13 while prior period amounts remain unchanged and in accordance with Receivables (Topic 310). The adoption of ASU 2016-13 did not have a material impact on the Company's financial statements and no adjustment was required to member's equity (deficit) as of January 1, 2023, for the cumulative effect of adopting Topic 326.

### 2. RELATED PARTY TRANSACTIONS

In September 2021, the Company entered into a franchise agreement with all the Motel 6 and Studio 6 locations owned the Parent through its wholly owned affiliate subsidiaries ("owned motel locations") whereby the Company charged a 5% royalty fee to these owned locations. The royalty revenue earned from the owned locations was $120 and $225 for the years ended December 31, 2024 and 2023, respectively, and is included within royalty fees revenue in the accompanying statement of income. As of the date of the Acquisition, the Company no longer has any franchise agreements with owned motel locations.

Since the acquisition, there are 8 franchise locations owned by affiliates. The royalty revenue earned from these locations was $81 for the year ended December 31, 2025.

In 2023, the Company amended the Management Agreement with G6 Hospitality LLC, whereby the service fee payable to G6 Hospitality LLC was increased to 35% of the Company's total revenues effective January 1, 2023. This increase is in consideration of the services provided to operate the franchise business.

Certain services are provided by G6 Hospitality directly to the franchisee. These services are billed to the franchisees by the Company and subsequently remitted to G6 Hospitality. In 2025, 2024, and 2023 total service fees paid to G6 Hospitality amounted to $21,354, 24,493, and $24,505, respectively.

In 2025, 2024, and 2023, the Company made $40,591, $50,258, and $58,855 of cash distributions, respectively, to G6 Hospitality LLC, which were recorded as a reduction of the Company's Members' Capital. These distributions were made to facilitate G6 Hospitality LLC cash management.

### 3. INCOME TAXES

The Company recorded a provision for the Texas franchise tax of $109, $111, and $136 for the years ended December 31, 2025, 2024, and 2023, respectively. There are no deferred tax assets or liabilities at December 31, 2025 and 2024.

## NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2025, 2024, and 2023
(dollar amounts in thousands, unless otherwise indicated)

### 4. COMMITMENTS AND CONTINGENCIES

As of December 31, 2025, the Company has certain commitments related to franchise development of approximately $5,557 which is expected to be funded over the next three years.

***Legal Proceedings*** - The Company is subject to various legal proceedings, lawsuits and other claims that arise in the ordinary course of business. Legal proceedings are subject to uncertainties, and outcomes are difficult to predict. The Company records an accrual for legal proceedings when it determines that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other factors, the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, makes a reasonable estimate of the loss. The Company reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances. Changes in these factors could materially impact the Company's financial position or its results of operation. The Company does not believe the outcome of any currently pending legal matters, individually or collectively, will have a material effect on the business or financial condition of the Company.

### 5. SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 4, 2026, the date the financial statements were available to be issued. There were no subsequent events which required adjustments to or disclosure in the financial statements.

**EXHIBIT I**
**STATE ADDENDA TO DISCLOSURE DOCUMENT**

## STATE ADDENDA TO DISCLOSURE DOCUMENT

### California Addendum to Disclosure Document

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and the California Franchise Relations Act, Cal. Bus. & Prof. Code Section 20000 et Seq., the Franchise Disclosure Document for Studio 6 for use in the State of California shall be amended to include the following:

1. Item 3, "Litigation," shall be amended by the addition of the following paragraph:

   Neither we, nor any person or franchise broker in Item 2 of the disclosure document, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. 78a, et seq.) suspending or expelling such persons from membership in such association or exchange.

   Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

2. Item 6, "Other Fees," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

   The maximum interest rate permitted in California is 10% per annum.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

   California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   If any of the provisions of the Franchise Agreement conflict with the California Franchise Relations Act, the provisions of the California Franchise Relations Act will control.

   The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C. Sec/ 101, et seq.).

   The Franchise Agreement requires application of the laws of Texas. These provisions may not be enforceable under California law.

   The Franchise Agreement contains a choice of forum provision. This provision may not be enforceable under California law.

   The Franchise Agreement contains a provision that may be construed as a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

4. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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

6. You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

7. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

8. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**Hawaii Addendum to Disclosure Document**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Studio 6 for use in the State of Hawaii is amended to include the following:

1. The following paragraphs are added to the State Cover Page:

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

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

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

2. The following statements are added to Item 22:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

**Illinois Addendum to Disclosure Document**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS-705/1 *et seq* the Franchise Disclosure Document for Studio 6 for use in the State of Illinois shall be amended to include the following:

1. If the franchise agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act (including judicial decisions interpreting the Act), Illinois law will govern.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

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

4. Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure act.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**Maryland Addendum to Disclosure Document**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. ANN. CODE, BUS. REG.,14-201 through 14-233 (2015 Repl. Vol.), the Franchise Disclosure Document for Studio 6 for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language:

> Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and Affiliates, and their respective officers, directors, agents, employees and successors, excluding only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.
>
> Any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such action shall be barred. Except for this limitation, nothing in the Franchise Agreement shall limit your rights under Maryland law to enter into litigation with Franchisor in any court of competent jurisdiction within the State of Maryland, for claims under the Maryland Franchise Registration and Disclosure Law.
>
> A provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, U.S.C. Section 101.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**Michigan Addendum to Disclosure Document**

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

**MICHIGAN ATTORNEY GENERAL'S OFFICE**
**CORPORATE OVERSIGHT DIVISION**
**FRANCHISE SECTION**
**525 WEST OTTAWA STREET**
**G. MENNEN WILLIAMS BUILDING, 1ST FLOOR**
**LANSING, MICHIGAN 48913**
**(517) 335-7567**

**Minnesota Addendum to Disclosure Document**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Studio 6 for use in the State of Minnesota shall be amended as follows:

1. Item 13 "Trademarks" shall be amended by deleting the second paragraph and substituting the following paragraph in lieu thereof:

> The following Proprietary Marks have been registered, or registration has been applied for, with the United States Patent and Trademark Office. These Proprietary Marks are in use pursuant to a perpetual Master Trademark License Agreement between G6 Franchising and G6 Hospitality IP LLC dated March October 1, 2012.

2. Item 13 "Trademarks" shall be amended by adding the following statement to the end of the Item:

> Notwithstanding the foregoing, pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our Proprietary Marks.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following language at the conclusion of the Item:

> With respect to Franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the Transfer of the franchise not be unreasonably withheld.
>
> Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state and local laws and regulations shall exclude such claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.
>
> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
>
> Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring a franchisee to consent to liquidated damages. Therefore, liquidated damages in violation of Minnesota law may be unenforceable, but the Franchisee remains liable for actual or other damages and the formula for liquidated damages in the Franchise Agreement may be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Franchise Disclosure Document is amended to delete all references to a waiver of jury trial.

5. All sections of the Franchise Disclosure Document referencing Franchisor's <u>right to obtain</u> injunctive relief are hereby amended to refer to Franchisor's right to <u>seek to obtain</u>.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

7. Each provision of this Addendum to the disclosure document should be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the disclosure document.

**THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

**New York Addendum to Disclosure Document**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Studio 6 for use in the State of New York shall be amended as follows:

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

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

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

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

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

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

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

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

business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

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

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

9. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor,

franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

11. Each provision of this Addendum to the disclosure document shall be effective only to the extent, with respect to such provision that the jurisdictional requirements of the New York General Business Law, Article 33 are met independently without reference to this Addendum to the disclosure document.

## Rhode Island Addendum to Disclosure Document

1. In recognition of the restrictions contained in Section 19-28.1-14 of the Rhode Island Franchise Investment Act, Items 17(v) and 17(w) of the Franchise Disclosure Document for G6 Hospitality Franchising LLC are supplemented with the following:

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

## Virginia Addendum to Disclosure Document

In recognition of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended to include the following:

**1. Item 17, Additional Disclosure.**

The following is added to Item 17(h):

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 may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Items 17 (r) and 17 (w) are supplemented by adding the following statements:

As of July 1, 2026: Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchised businesses that are located in Virginia, any franchise contract or agreement offered or entered into pursuant to terms of the Virginia Retail Franchising Act shall be governed by the laws of the Commonwealth of Virginia.

**2. Item 22, Additional Disclosure.** The following statement is added to Item 22:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**Washington Addendum to Disclosure Document**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| STATES | EFFECTIVE DATE |
|---|---|
| California | PENDING |
| Hawaii | PENDING |
| Illinois | PENDING |
| Indiana | PENDING |
| Maryland | PENDING |
| Michigan | PENDING |
| Minnesota | PENDING |
| New York | PENDING |
| North Dakota | PENDING |
| Rhode Island | PENDING |
| South Dakota | PENDING |
| Virginia | PENDING |
| Washington | PENDING |
| Wisconsin | PENDING |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT J**
**RECEIPTS**

# RECEIPTS

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If G6 Hospitality Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make payment to, G6 Hospitality Franchising LLC or its affiliate in connection with the proposed sale or sooner if required by applicable state law.
New York requires that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or fourteen (14) days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If G6 Hospitality Franchising LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

The franchisor is G6 Hospitality Franchising LLC, located at 6509 Windcrest Drive, Suite 100, Plano, Texas 75024. Its telephone number is 800-557-3435.

Issuance Date: April 24, 2026

The name, principal business address, and telephone number of the franchise seller offering the franchise is Sonal Sinha, 6509 Windcrest Drive, Suite 100, Plano, Texas 75024, 800-557-3435 and any other persons named below:

| Name | Principal Business Address | Telephone Number |
|---|---|---|
| | | |

G6 Hospitality Franchising LLC authorizes the agents listed in Exhibit B to receive service of process for it.

I received a disclosure document dated April 24, 2026, that included the following Exhibits:

| | |
|---|---|
| Exhibit A | List of State Administrators |
| Exhibit B | Agents for Service of Process |
| Exhibit C | Franchise Application |
| Exhibit D | Franchise Agreement |
| Exhibit E | General Release |
| Exhibit F | Manual – Table of Contents |
| Exhibit G-1 | List of Franchised Motels at Last Fiscal Year End |
| Exhibit G-2 | List of Franchise Agreements Signed by Motel Not Yet Open |
| Exhibit G-3 | List of Franchisees Who Left System in Last Fiscal Year |
| Exhibit H | Financial Statements |
| Exhibit I | State Addenda to Disclosure Document |
| Exhibit J | Receipts |

**Dated:** _____
**Franchisee Signature:** _____
**Franchisee Printed Name:** _____
**Property Information, City & State:** _____

***[KEEP THIS COPY FOR YOUR RECORDS]***

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| Exhibit J | Receipts |

**Dated:** _____
**Franchisee Signature:** _____
**Franchisee Printed Name:** _____
**Property Information, City & State:** _____

***[RETURN THIS COPY TO US FOR OUR RECORDS]***

Please return the signed and dated Receipt by completing all of the blanks above and mailing it to G6 Hospitality Franchising LLC, 6509 Windcrest Drive, Suite 100, Plano, Texas 75024, Attention: Franchise Administration.